

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

Tuesday, January 16, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on back wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the December 19, 2023 City Council Minutes.
 2. (*) Acknowledge receipt of the December 21, 2023 Planning Commission Minutes.
 3. (*) Acknowledge receipt of December 12, 2023 Tree Board Minutes.
 4. (*) Acknowledge receipt of the 2023 Annual Tree Board Report.
6. (*) APPROVAL OF CLAIMS (January 2, 2024 and January 16, 2024)
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4139: Request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS, for the purpose of existing single-family residential. Applicant: Amanda Iwansky. General Location: 215 Bellevue Blvd. S. (Planning Director)
 1. Request to small subdivision plat Lots 1 and 2, The Shadows Replat II.
 - b. Ordinance No. 4140: Request to annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)
 - c. Ordinance No. 4141: Request to annex Tax Lot 24, 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)
 - d. Ordinance No. 4142: Request 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)
 - e. Ordinance No. 4143: Request to annex the Southeast ¼ (Parcel 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)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4145: Request to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, from RE to RE-PS, with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition

Replat One; and waiver of Section 6-4, Subdivision Regulations. Applicant: TD2 Engineering and Surveying. General Location: 10715 Old 36th Street. (Planning Director)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

15. RESOLUTIONS:

a. Resolution No. 2024-01: A resolution to approve the amended budget for the Sarpy County and Cities Wastewater Agency FY 2023-2024 and authorize the Mayor to sign. (Public Works Director)

16. CURRENT BUSINESS:

a. Approve the Fourteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 36 acres at 36th and Capehart Road, in an amount not to exceed \$10,276.28 and the Fourteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex, in an amount not to exceed \$20,739.00 and to Waive Council Policy 4 requiring solicitation of bids on goods and services costing more than \$30,000.00. (Finance Director)

b. Approve the estimate from Best Cut Lawn Care for an emergency repair to replace the retaining wall at the Old Historic Bellevue Bank, in an amount not to exceed \$17,550.00. (Public Works Director)

c. Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in the amount of \$36,540.00. (Public Works Director)

d. Approve and authorize the Mayor to sign the Professional Services Contract with HDR to assist with a grant application to develop a Master Plan for all signalized intersections within the City of Bellevue, in an amount not to exceed \$15,000.00. (Public Works Director)

e. Approve and authorize the Mayor to sign Amendment No. Three to Engineering Services Agreement with HDR Engineering for the Haworth Park Wastewater Collection System, in an amount not to exceed the previous amount by \$243,200.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the Professional Services Agreement with Alfred Benesch & Company for the Municipal Separate Storm Sewer System (MS4) Annual Reporting, in an amount not to exceed \$23,826.00. (Public Works Director)

g. Recommend approval of the Proposal from Mid-Iowa Equipment Sourcewell for replacement of the Wastewater CCTV Van, including POSM Software Package, in an amount not to exceed \$666,187.82. (Public Works Director)

h. Approve and authorize the Mayor to sign the Contract with Dostal Construction to replace the shelter at Haworth Ballfield, in an amount not to exceed \$54,250.00. (Public Works Director)

i. +++ Approve and authorize the Mayor to sign the agreement between the City of Bellevue and Olsson, Inc., not to exceed \$68,300.00, for future 36th Street roadway improvements from Sheridan Road to Platteview Road. (Public Works Director)

j. +++ Approve and authorize the Mayor to sign the lease agreement with between the City of Bellevue and Premier Sports Village, LLC. (Administration/Legal Department).

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly Reports are given at the first Council Meeting of each month - December & January reports will be attached to the February 6, 2024 Council Packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

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1/16/2024

Bellevue City Council Meeting, December 19, 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 19th day of December, 2023 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Thomas Burns, and Kathy Welch. Absent Don Preister.

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 invited Scout Troops 231, based out of Thanksgiving Lutheran Church, to lead in the Pledge of Allegiance. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas 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 Casey, to approve the agenda.

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Approval of the December 5, 2023 Board of Equalization Minutes; Approval of the December 5, 2023 City Council Minutes; Acknowledge receipt of the October 10, 2023 Tree Board Minutes; Approval of Claims; approval of the appointment of Clare Severn the re-appointment of Rosemary White to the Community Development Block Grant (CDBG) Committee for three-year terms; and appoint Robert Clatterbuck to the Tree Board Committee, for a term ending April 2026.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS:

APPROVED CITIZEN COMMUNICATION:

Judith Mansisidor - Safe Haven Updates

Mrs. Judith Mansisidor, 13804 Tregaron Drive, provided an update on Nebraska Safe Haven Law amendment. She stated there will be a community baby shower on January 6 from 1 p.m. to 5 p.m. at the Knights Event Center.

Steve Kucirek - Address Council on CDBG Grant

Mr. Steve Kucirek, 5211 Heartland Drive, thanked the City Council for the approved funds to remodel and reopen "The Alley" located at 601 Chateau Drive. He thanked the City Council, city, and community for the support. He mentioned the public has addressed concerns with graffiti on the building. This will be addressed when the weather is warmer.

LIQUOR LICENSES:

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 Pyong Hwangpo dba "Mison's Oriental Food Mart" located at 1414 Harlan Drive, Bellevue, NE 68005 and Pyong Hwangpo 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. Applicant was present to answer any questions.

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

Mayor Hike declared the public hearing closed.

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Motion was made by Casey, seconded by Cook, to 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 Pyong Hwangpo dba "Mison's Oriental Food Mart" located at 1414 Harlan Drive, Bellevue, NE 68005 and Pyong Hwangpo as Manager.

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

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4138: Sewer Rate Ordinance Increase (Wastewater and Solid Waste Superintendent)

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 heretofore to existing; and to provide for the effective date of this ordinance was read for the third time and final time.

Motion was made by Cook, seconded by McCaw, to approve Ordinance No. 4138: Sewer Rate Ordinance Increase. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4139: Request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS, for the purpose of existing single-family residential. Applicant: Amanda Iwansky. General Location: 215 Bellevue Blvd. S. (Planning Director)

Ordinance No. 4139: 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 215 Bellevue Boulevard South, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

Mayor Hike opened the public hearing to give an opportunity for individuals to speak in favor of or in opposition to the application. Applicant was present to answer any questions.

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on January 16, 2024.

Request to small subdivision plat Lots 1 and 2, The Shadows Replat II.

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

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

Mayor Hike declared the public hearing closed.

Motion was made by Cook, seconded by Welch, to postpone item 12a.1 until January 16, 2024 to coincide with vote on item 12a. Roll call to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Ordinance No. 4140: Request to annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

Ordinance No. 4140: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the second time and a public hearing was held.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on January 16, 2024.

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Ordinance No. 4141: Request to annex Tax Lot 24, 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)

Ordinance No. 4141: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for second time and a public hearing was held.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on January 16, 2024.

Ordinance No. 4142: Request 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)

Mayor Hike stated he owns property in this area, so he has a conflict of interest. He recused himself from the Council Chambers for this item.

Council President Cook noted Mayor Hike left the Council Chambers at 6:27 p.m.

Ordinance No. 4142: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the second time and a public hearing was held.

Council President Cook opened the public hearing to give an opportunity for individuals to speak in favor of or in opposition to the application.

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

Council President Cook declared the public hearing closed.

Council President Cook stated the third and final reading will be heard at the Council meeting on January 16, 2024.

Council President Cook stated the Mayor has returned to Council Chambers at 6:28 p.m.

Ordinance No. 4143: Request to annex the Southeast ¼ (Parcel 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)

Ordinance No. 4143: An ordinance to annex to the City of Bellevue, Sarpy County Nebraska, certain lands, lots, and real estate lying within the below described boundaries, and designating an effective date was read for the second time and a public hearing was held.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on January 16, 2024.

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance 4144: An ordinance authorizing the issuance of General Obligation Refunding Bonds to refund all or a portion of the Outstanding General Obligation Refunding Bonds and authorizing an invitation to the holders of certain obligations to tender their obligations for redemption and purchase, and related matters. (Finance Director) **(Requesting to waive the rule requiring three readings, hold a public hearing tonight and vote after the public hearing at tonight's meeting)**

Ordinance No. 4144: An ordinance authorizing the issuance of general obligation refunding bonds of the City of Bellevue, Nebraska, in one or more series, in the aggregate stated principal amount of not to exceed seventeen million eight hundred thousand dollars (\$17,800,000.00) for the purpose of refunding all or a portion of the city's outstanding general obligation refunding bonds (taxable interest), Series 2020B, dated June 5, 2020; prescribing the form of such bonds to be issued and authorizing officers of the city to approve certain final terms of the bonds; providing for the levy and collection of taxes to pay the same, if necessary; providing for the sale of the bonds; authorizing the delivery of the bonds to the

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purchaser; and providing for the disposition of bond proceeds; and ordering the ordinance published in pamphlet or electronic form. was read for the first time.

Motion was made by Cook, seconded by Welch, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

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

Mr. Cody Wickham, D.A. Davidson, 450 Regency Parkway, Omaha, was present as the Bond Underwriter for the City. He explained the city has an opportunity to buy bonds back at discount plus a 3% premium. He explained this can be from 78 cents on the dollar to 96 cents on the dollar. The city will be saving on principal. Discussion followed.

Mr. Mike Rogers, Gilmore and Bell, was present to answer any questions.

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

Motion was made by Welch, seconded by McCaw, to approve Ordinance No. 4144. Roll call to approve the motion as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Resolution #2023-37: A resolution authorizing an invitation to the holders of certain obligations to tender their obligations for redemption and purchase and related matters.

Motion was made by Welch, seconded by McCaw, to approve Resolution #2023-37: A resolution authorizing an invitation to the holders of certain obligations to tender their obligations for redemption and purchase and related matters. Roll call to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approve and authorize Mayor to sign the request for a Conditional Use Permit (CUP) for Lot 1, Coastal Mart Addition, for the purpose of automobile sales. Applicant: Del Auto Sales, LLC. Location: 2605 West Chandler Road. (Planning Director)

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

Councilman Cook questioned how long the applicant has owned the property.

Mr. Diego Barraza, Del Auto Sales, 2605 Chandler Road West, replied three years. He stated the gas pumps were removed a couple months ago. Councilman Cook asked if the tanks were also removed. Mr. Barraza replied both pumps and tanks have been removed.

Councilman Cook requested clarification on going from two entrances to one.

Mrs. Tammi Palm, Planning Director, explained the property currently has two access points. When Public Works reviewed the request, it was determined the property shouldn't have two access points, because of how close it is to the intersection. Under the conditional use permit, they are proposing to narrow the access down to one access point. Everything will be hard surfaced and striped.

Councilman Cook inquired if the building on site used to clean and vacuum cars is made part of the Conditional Use Permit. He questioned what if someone in the future buys the property and wants to do something different. Mrs. Palm explained the Conditional Use Permit stays in effect with the property. If someone wants to do something different, they will need to come in, make an application, and go before City Council. Conversation ensued.

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

Mayor Hike declared the public hearing closed.

Motion was made by Casey, seconded by Cook, to approve and authorize Mayor to sign the request for a Conditional Use Permit (CUP) for Lot 1, Coastal Mart Addition, for the purpose of automobile sales. Applicant: Del Auto Sales, LLC. Location: 2605 West Chandler Road. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

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Public Hearing on the CDBG 2022-2023 Consolidated Annual Performance and Evaluation Report (CAPER). (Finance Director/CDBG Program Specialist)

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

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

Mayor Hike declared the public hearing closed.

RESOLUTIONS:

Resolution No. 2023-36: A resolution authorizing the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) and authorizing the Mayor to sign. (Finance Director/CDBG Program Specialist)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2023-36: A resolution authorizing the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) and authorizing the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Resolution No. 2023-35: Request to approve the Redevelopment Plan for Lots 1B1B, 1B2A2, and 1B2B1, Twin Ridge II and authorize the Mayor to sign. Applicant: Bapaji Maharaj, LLC. General Location: 1110 Fort Crook Road South. (Planning Director) (Public Hearing Required)

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

Mr. Andrew Willis, 233 South 13th Street, Lincoln, was present on behalf of the applicant. He explained the Redevelopment Plan is for the Rodeway Inn Hotel located at 1110 Fort Crook Road South. The hotel was built in 1973 and is pretty run down. The applicant purchased the hotel in March 2023. He intends to remodel the hotel and make it an extended stay hotel. The remodel will include general updates and kitchenettes. There will also be a full laundromat in the building. The applicant is requesting TIF in the amount of \$350,000.00. He explained this approximately a \$4,000,000.00 project.

Councilman McCaw questioned if there will be the same number of rooms. Mr. Willis stated there are currently 96 rooms and the goal is to keep the number of rooms at 96 or as close as possible.

Councilwoman Welch inquired when the project would begin and be completed. Mr. Willis replied the project will begin as soon as possible, the projected completion date is anticipated to be December 2024.

Councilwoman Welch questioned if this property has ever had TIF financing before. Mrs. Palm stated no. She explained 10-12 years ago the city declared the Fort Crook Road Corridor as blighted and substandard. This is the first application for the property.

Councilman Casey questioned if the city has approved TIF for a remodel before. Mrs. Palm commented yes. She advised Southgate Apartments did something similar with a complete rehabilitation.

Councilman Cook inquired if the cost to remodel each room is \$40,000.00. Mr. Willis commented he does not have the plans. Discussion followed on the proposed plans and layouts of the rooms.

Councilman Cook inquired if there is a requirement for additional parking since it is an extended stay. Mrs. Palm explained there are no additional requirements for extended stay.

Councilman McCaw questioned if there will be any additional structures. Mr. Willis stated there is no plan to add any new structures. It is a remodel of the existing interior and exterior of the building.

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

Mayor Hike declared the public hearing closed.

Motion was made by Welch, seconded by Casey, to approve Resolution No. 2023-35: Request to approve the Redevelopment Plan for Lots 1B1B, 1B2A2, and 1B2B1, Twin Ridge II and authorize the Mayor to sign. Applicant: Bapaji Maharaj, LLC. General Location: 1110 Fort Crook Road South. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign HUD Form 7015-15 - Request for Release of Funds Certifications and submit to HUD in amount not to exceed \$402,681.00. (Finance Director/CDBG Specialist).

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Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign HUD Form 7015-15 - Request for Release of Funds Certifications and submit to HUD in amount not to exceed \$402,681.00.

Councilwoman Welch questioned if there is a periodical update on the projects.

Mrs. Abby Highland, CDBG Program Specialist, advised the update is currently an annual update. The projects are requested to submit a quarterly report, which is then summarized in the annual report. She stated she can provide a quarterly report if the Council would like.

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

Approve and authorize the Mayor to sign the First Extension to the Real Estate Broker Services Agreement with CBRE Inc., for a period beginning December 21, 2023 through December 21, 2024. (City Administrator)

Motion was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign the First Extension to the Real Estate Broker Services Agreement with CBRE Inc., for a period beginning December 21, 2023 through December 21, 2024. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign an Agreement with the Nebraska Humane Society for animal control services within the City of Bellevue beginning January 1, 2024 through December 31, 2026, in the amount of \$17,231/monthly. (City Administrator/Legal Department)

Motion was made by Cook, seconded by Casey, to approve and authorize the Mayor to sign an Agreement with the Nebraska Humane Society for animal control services within the City of Bellevue beginning January 1, 2024 through December 31, 2026, in the amount of \$17,231/monthly. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign the agreement with Creative Sites, LLC for new playground equipment at Aspen Park, in an amount not to exceed \$79,638.00. (Public Works Director/Jim Shada Parks)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the agreement with Creative Sites, LLC for new playground equipment at Aspen Park, in an amount not to exceed \$79,638.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign a Proposal for Professional Services with GP Architecture, LLC for restrooms and shelter building design at Washington Park, in an amount not to exceed \$38,400.00. (Public Works Director)

Motion was made by McCaw, seconded by Burns, to approve and authorize the Mayor to sign a Proposal for Professional Services with GP Architecture, LLC for restrooms and shelter building design at Washington Park, in an amount not to exceed \$38,400.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign a Proposal for Professional Services with GP Architecture, LLC for designing a restroom facility at Stonecroft Park, in an amount not to exceed \$50,000.00. (Public Works Director)

Motion was made by Cook, seconded by Burns, to approve and authorize the Mayor to sign a Proposal for Professional Services with GP Architecture, LLC for designing a restroom facility at Stonecroft Park, in an amount not to exceed \$50,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign a Proposal for Professional Services with GP Architecture LLC for architectural work for the window replacement/renovation at District 3 Fire Station, in an amount not to exceed \$12,900.00. (Public Works Director)

Motion was made by Casey, seconded by Welch, to approve and authorize the Mayor to sign a Proposal for Professional Services with GP Architecture LLC for architectural work for the window replacement/renovation at District 3 Fire Station, in an amount not to exceed \$12,900.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign a Professional Service Agreement with JEO Consulting Group for the 2024 concrete rehabilitation project, in an amount not to exceed \$138,960.00. (Public Works Director)

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Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign a Professional Service Agreement with JEO Consulting Group for the 2024 concrete rehabilitation project, in an amount not to exceed \$138,960.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign the Agreement No. 5 and Certificate of Compliance with the Nebraska Department of Transportation for reimbursement, in an amount of \$25,907.20. (Public Works Director)

Motion was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the Agreement No. 5 and Certificate of Compliance with the Nebraska Department of Transportation for reimbursement, in an amount of \$25,907.20. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Authorize the purchase of a 2024 Ford F250 Crew Cab Truck from Anderson Auto Group for Fleet Maintenance, in an amount not to exceed \$60,584.00. (Public Works Director)

Councilman Cook noted the Mayor stepped out of the Council Chambers at 7:04 p.m.

Motion was made by Welch, seconded by Burns, to authorize the purchase of a 2024 Ford F250 Crew Cab Truck from Anderson Auto Group for Fleet Maintenance, in an amount not to exceed \$60,584.00.

Councilman Burns thanked Mr. Dave Goedeken, Public Works Director, for the memo outlining the justifications for the purchases.

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

Approve and authorize the purchase of a 2017 John Deere 770G Motor Grader for the Street Department, in an amount not to exceed \$194,425.00. (Public Works Director)

Motion was made by Casey, seconded by Burns, to approve and authorize the purchase of a 2017 John Deere 770G Motor Grader for the Street Department, in an amount not to exceed \$194,425.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve the purchase of a Marathon TPS250PT Reel and Hand Wand from Logan Contractors Supply, for the Street Department, in an amount not to exceed \$19,800.00. (Public Works Director).

Motion was made by Welch, seconded by Burns, to approve the purchase of a Marathon TPS250PT Reel and Hand Wand from Logan Contractors Supply, for the Street Department, in an amount not to exceed \$19,800.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve the purchase of a Falcon 4 Ton Hot Box from Logan Contractors Supply, for the Street Department, in an amount not to exceed \$67,723.00. (Public Works Director)

Motion was made by Burns, seconded by Welch, to approve the purchase of a Falcon 4 Ton Hot Box from Logan Contractors Supply, for the Street Department, in an amount not to exceed \$67,723.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve the purchase of a new GPS System/Survey Unit for public works, in an amount not to exceed \$41,248.48. (Public Works Director)

Motion was made by Welch, seconded by Casey, to approve the purchase of a new GPS System/Survey Unit for public works, in an amount not to exceed \$41,248.48. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in the amount of \$13,780.00. (Public Works Director)

Motion was made by Casey, seconded by Burns, to approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in the amount of \$13,780.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Council President Cook noted Mayor Hike returned to the Council Chambers at 7:09 p.m.

Approve and authorize the Mayor to sign a new 2021 Subrecipient Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for a change in the Scope of Service and timeline, in an amount not to exceed \$240,080.00. (Finance Director/CDBG Specialist)

MINUTE RECORD

Bellevue City Council Meeting, December 19, 2023, Page 8

Motion was made by Burns, seconded by Cook, to approve and authorize the Mayor to sign a new 2021 Subrecipient Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for a change in the Scope of Service and timeline, in an amount not to exceed \$240,080.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign the Memorandum of Agreement (MOA) with Papillion Sanitation regarding inspections and partial occupancy. (Planning Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the Memorandum of Agreement (MOA) with Papillion Sanitation regarding inspections and partial occupancy. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

Approve and authorize the Mayor to sign the Water Mainline Extension Agreement with Municipal Utilities District (MUD), in an amount not to exceed \$11,066,961.00. (Director of Economic and Community Development)

Motion was made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the Water Mainline Extension Agreement with Municipal Utilities District (MUD), in an amount not to exceed \$11,066,961.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. (Monthly Reports are given at the first Council Meeting of each month - December & January reports will be attached to the February 6, 2024 Council Packet)

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Welch, the meeting was adjourned at 7:11 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, and Welch voted yes; voting no: none; absent: Preister. 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 December 19, 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

Bellevue Planning Commission Meeting, December 21, 2023, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, December 21, 2023, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Sims, Taylor-Jones, Aerni, Ackley, Bennett, and Perrin. Absent were Commissioners Jacobson, and Lasenburg. Also present was Tammi Palm, Planning Director, and Angela Curry Assistant Planning Manager.

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

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

Motion was made by Taylor-Jones, seconded by Bennett, to approve the minutes of the November 16, 2023 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Aerni asked if there were any updates or additions to staff reports. Palm stated the applicant for agenda item 3.b. has submitted a written request to withdraw their application therefore, there will not be a public hearing on that matter.

Motion was made by Hankins, seconded by Taylor-Jones, to accept into the record all staff reports, attachments, memos, and handouts regarding each application including the additional item regarding agenda item 3.b. Upon roll call, all present voted yes. Motion carried unanimously.

Aerni explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, from RE to RE-PS with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations. Applicant: Jon Carrell for TD2. General location: 10715 Old 36th Street. Case #'s: Z-2311-19, S-2311-16.

Aerni asked staff for updates. Palm stated there were no updates but gave a brief description of the application. She said this application is for a small subdivision plat that currently is a single-family residential acreage. Palm stated the family is requesting to split it into an additional lot to allow for another single-family residence to be built. She said the applicant has worked with the city and Offutt Air Force Base because the site lies within the AICUZ (Air Installation Compatible Use Zone). Palm stated Offutt was agreeable to the site plan approval component as long as the residence would be built outside of the Accident Potential Zone. She said there are a couple of minor technical deficiencies listed in the report one of which was written confirmation from OPPD (Omaha Public Power District) to utilize their easement as an access easement. She said the applicant has provided that confirmation to staff. Palm stated an easement document with the neighboring property owners' signatures is still needed and will need to be completed before moving forward to the City Council agenda.

Jonathan Revis, 21007 Corey Lane, Gretna, NE, stated the easement agreement from the owners of Lot 4 should be completed by the end of next week. He said his uncle is the current owner of the property and has given him the opportunity to build a single-family residence on the property he grew up on.

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

Aerni questioned the two building envelopes on the site plan. Revis stated those are the two areas Offutt AFB was comfortable with so once a builder is hired, they will decide on which site will work best with the contour of the land.

MOTION was made by Ackley, seconded by Hankins to recommend APPROVAL of a request to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, from RE to RE-PS with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations. Applicant: Jon Carrell for TD2. General location: 10715 Old 36th Street. Case #'s: Z-2311-19, S-2311-16. APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations and lack of perceived negative impact on the surround area. APPROVAL also based on completion of technical deficiencies prior to being placed on the City Council agenda. Upon roll call,

MINUTE RECORD

Bellevue Planning Commission Meeting, December 21, 2023, Page 2

all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on February 6, 2024.

Meeting adjourned at 6:12 p.m.



Dianna Van Horn
Planning Secretary

*5b3.
1/16/2024



December 12, 2023, Tree Board meeting minutes

Attendance: In-person: Jo, Tom, Jim and Nancy. Don attended by telephone; Scott, and Deborah attended over Zoom. Craig was excused. A prospective new member, Rob Clatterbuck, also attended in person.

Volunteer hours: Jo reminded us to turn in volunteer time and mileage to Deborah. Jo passed around a hard copy of the hours from Deborah.

Deborah corrected today's agenda to include approving the minutes of the previous meeting. It was moved and seconded by Tom Mruz and Don Preister to approve the corrected minutes of the October 10, 2023, meeting. All present approved. **Deborah will email a copy of the minutes to the City of Bellevue to file in the records.**

Park Report – Jim emailed the following to Jo before the meeting:: The following work has been performed to date: Everett - 1 removed and trim work; Cascio - 1 removed and trim work; District 1 – Trim; Gilder – Trim; Golden Hills – Trim; Southern Oaks - 3 removed and trim; Aspen - 1 removed and trim; Looking Glass - 10 removed and trim; Swanson 5 removed and trim; Sunrise - 4 removed and trim; Banner - 2 removed and trim; District 2 - 1 removed . **Jo will send the list of work to Deborah to be included in the minutes.** Don asked how many of the trees were Ash trees, Jo believed they were mostly Ash as she had reported to the city about at least 10 Ash trees that did not look good in various parks. Jim pointed out that the city has not seen any signs of EAB. **Nancy offered to help Jo identify the cut down trees as she can id Ash trees by the bark pattern. They will do this later. Jo asked Nancy to let her know of any parks that Nancy checks.**

Old Business

Report from Nov.13 brainstorming session – Jo reported that we covered a tremendous amount at our November 13 brainstorming meeting. We went over the Tree City, USA items used for points, etc. And we covered items to be included in our annual report that is given to the Bellevue City Council for approval. Jo said she was pleased to see how much we have done for the city. She suggested we have another brainstorming meeting in the future for planning purposes. Don agreed that it was time well-spent. All agreed.

Bellevue 411 articles: Scott will send some articles to Don to be posted for Bellevue-411. Jo will resend her sister's articles to the Board to see if they feel they would be appropriate for us to use as educational materials. Nancy pointed out due to the length of the current drought that another article on proper watering would be appropriate now. **Scott said he would send the watering article to be posted again as it is timely now.**

Winter Projects will be discussed under new business.

Review Tree Board Role Descriptions: Jo and Deborah will send out the current roles for us to look at for discussion at the January meeting.

New Board Members Jo introduced Rob Clatterbuck of Redhawk Tree Service as a prospective new member of the Board. All welcomed him to the meeting. Rob indicated that he is interested in serving on the Board. All present approved of his nomination.

Don asked Rob to send his bio information so Don will nominate him to the Mayor of Bellevue to be appointed to the Board.

List of reasons to plant or replace trees Jo explained to Rob that in Bellevue trees are being cut down by citizens, but not replaced in the neighborhoods. Jo asked all if there might be a grant that would provide finances to purchase replacement trees for the tree service companies to give away. Don mentioned the NRD's tree giveaway every year, however, they only provide tiny saplings. Don reminded all that we hope to have trees to give away at the Tree Festival. Don also suggested that Jo contact Alan at Papio Valley to find information for grants. Scott brought up the urban heat island problem. **He will look for information about how trees can help with the problem.** Further discussion was tabled until the January meeting.

BWHS tree line clearing: Tom will reassess the tree line to see if any work needs to be done on it. Jo explained how the Tree Board and students initially planted the trees. The tree board currently maintains it.

New Business

Phone call with Graham Herbst, Community Forester Specialist, Nebraska Forest Service: Jo reported that Graham called to see if the tree board is interested in sponsoring two workshops that he would preside over. One would be on the current oak blight issue that is present in Bellevue Cemetery. This workshop could be held at Reed Center which is within walking distance of the cemetery for participants to view the Oaks with the oak blight. He would also like to hold another workshop about proper tree trimming to be held outdoors in one of our parks. He hopes to have equipment such as cherry pickers for this event. Rob mentioned that he has a cherry picker that could possibly be used for this purpose. Graham knows we have new trees in American Heroes Park that probably need trimming. Other nearby city tree boards and the public could be invited to these workshops. The Bellevue Tree Board will act as host while Graham will preside over them. After a discussion, it was agreed that August of next year would be an ideal time to host these workshops. Jim Shada indicated that the city workers would participate as well.

I-tree compatibility with Tree Plotter software: I-tree is free software that is compatible with the Tree Plotter software that Jo and Mark Blackburn use for the tree inventory. I-tree can give more reports and information for reports using the Tree Plotter data. Don asked if the city had ordered Tree Plotter, yet. Jim said it is still being discussed at city meetings. The city is concerned about additional costs. Jo said that

there are no fees for additional passwords to be used on different laptops. Don asked if Mark used the inventory to mark which trees were cut down recently. If not, Mark will need to delete them. Jo reminded all that she and Mark use the state's Tree Plotter for the current inventory.

The Annual Report additions/deletions was tabled until January's meeting.

Tree City USA: Jo reported that she has started gathering the necessary information to apply for the Tree City, USA documentation. She has contacted Karen Chandler in the park's office to help compile the information. Every year Jo is concerned that we don't have enough of the financial obligations needed. She said that once she has all the information it is an easy application to fill out and send to Nebraska City, Arbor Day.

Tree inventory: Jo reported that she, Nancy, and Tom worked on Blackhawk Park. She said they will need to complete it in the future.

Tree festival/event: Jo asked if this could also be tabled until January. All agreed. A short discussion commenced to explain what preliminary plans had been made for the festival but due to the MUD construction at Banner Park the Festival was delayed until fall of 2024. This was for the benefit of Rob, the new prospective member.

There being no further business, Scott and Tom moved and seconded that we adjourn the meeting. All present approved. Our next meeting will be Jan. 09,2024, at 9am.

Respectfully submitted,
Deborah L. Woracek, Secretary
Bellevue Tree Board

Tentative agenda for January 09,2024

Attendance

Minutes

Jim Shada – Park Report

Update volunteer hours

Report on projects:

Role descriptions of members of tree board

Tree City USA application status

Annual Report additions/deletions

Fall Festival of trees

New Business

*5b4.
1/16/2024



City of Bellevue, Nebraska

2023 Tree Board Report Tree Board Contributions

Bellevue Tree Board volunteers have performed many varied services to increase and enhance our community trees for improved quality of life, including:

- Celebrated Arbor Day at Avery and Forest Station Elementary Schools with ceremony of Mayor's Proclamation, recited tree pledge and one tree planted at each school
- Re-certified by the Arbor Day Foundation as a Tree City, USA for 12th year, also earned the Growth Award again
- Responded to Council, Administration and citizen requests for tree inspections and advised them
- Advised on yearly tree inventory report to Parks Dept. those trees that need to be removed or work needed on trees
- Continued Bellevue's Emerald Ash Borer Response Plan (EAB Plan)
- EAB Plan status: 179 ash trees have been inventoried. With the last tree inventory there are 119 remaining ash trees in city parks and city land that are being monitored. No EAB has been identified in Bellevue yet.
- Completed Fire Fighter and Police carving on ash tree stump in Washington Park
- Collaborated with UNL County Extension Office certified arborists, alerting citizens to EAB updates and misinformation
- Volunteers tended the Veterans' Home Rain and other Gardens with weeding, pruning, care
- Continued hazardous tree response in conjunction with Parks' staff
- Inventory assessment of trees is an on-going process. This year's number of total trees on city property is 3,179, includes ongoing annexations

- Two trees were planted for Arbor Day and two Memorial trees were planted at Mason Park totally 4 for the year—due to drought conditions
- 4 trees planted with Green Bellevue grant of \$600
- All trees are now inventoried in a program called Tree Plotter that is operated by the State Forestry Department. Parks staff were provided access to the program.
- Updated the city tree inventory and provided copies to Jim Shada, Parks Superintendent
- Conducted 10 Tree Board planning meetings with minutes to City Clerk
- Inspected and summarized dying and dangerous trees for Code E.
- Participated in tree workshops, conferences and continuing education about trees with members paying their own expenses
- Tree Board certified arborists conducted tree inspections for city staff
- Tree Board volunteers pruned and mulched trees at Aspen, Willow Springs and Mason Parks, plus, Bellevue West
- Collaborating with Fontenelle Forest, Game & Parks and Nebraska Forest Service staff, on area-wide oak forest revitalization, including Jewell Park
- Consulted on removal of diseased trees in cemetery and other city locations
- Partnered with library staff, supporting their efforts with books and children's programs, plus, maintained their butterfly gardens and conducted a pollinator program with plant give away
- Created and maintained Pollinator Gardens at the Depot, Whispering Timbers, plus planted native plants at the Rain Garden by Culvers in partnerships with Milkweed Matters, Green Bellevue and Bellevue Native Plant Society
- Helped plant Bioretention Garden at Mason Park using plants purchased by \$10,000 grant from Nebraska Statewide Arboretum last year and additional \$4000 in 2023.
- Continued caring for and coordinating with librarian at Two Springs Elementary School on the pollinator garden.
- Maintained membership in the Alliance for Community Trees and participated in their webinars about tree care
- Mulch donated by TB member; Craig Kimball Tree Service, value \$3,000
- Continued leading the efforts to restore Jewell Park with neighbors & staff
- Encouraged Bellevue University to become a Tree Campus, USA
- Continued restoration of the rain garden at 36th St. trailhead with Green Bellevue grant of \$500
- Remained available to the Mayor and Council for projects, advise and recommendations

- Continue to label new trees with 4 added this year
- 1,184 total trees planted on city property by volunteers and grants in 14 years
- Education on tree care and trees has been put on Bellevue 411 and BTV
- President, Vice President and Secretary were elected
- Cared for the pollinator beds at Sarpy County Museum, that included trees and shrubs
- Conducted education display at Earth Day Omaha/Bellevue
- Weeding flower beds at 9-11 site, Triangle and other city locations
- Helped with updating the beds at Everett Park
- Education and tree give away each week of Farmers market

A total of 476 hours of service performed @ \$35	\$ 16,660
A total of 2,797 miles driven by volunteers @\$.58	\$ 1,622
651	
Total grant funds received and spent	\$ 8,100
Total 2023 financial contribution to Bellevue	\$ 26,382
Total of previous 13 years' contributions	\$493,344
Cumulative 14-year financial contribution to Bellevue	\$519,726

Cumulative total contributions to city trees & community well-being: Priceless!

In service to Bellevue and trees: the Bellevue Tree Board,

Scott Evans, Certified Arborist: International Society of Arboriculture (ISA); UNL Extension Horticulturist

Craig Kimball, Certified Arborist, owner, Kimball Tree Service

Joanne Langabee, Certified Master Naturalist

Tom Mruz, Gardener, Tree Planter

Deborah Woracek, Certified NE Master Naturalist, CIG, F. Forest Raptor Educator

Nancy Scott, Certified Master Gardener, past Certified Arborist, Nebraska Certified Nursery and Landscape Professional with NNLA

Don Preister, Bellevue City Council

Supported by:

Jim Shada, Mark Blackburn, City of Bellevue Parks Department

Graham Herbst, NE Forest Service Arborist/Educator

Michelle Foss, Fontenelle Forest Director of Resource Stewardship

plus, other professional tree, nursery and landscape people

Our gratitude and respect go out to each of these dedicated public servants.

MINUTE RECORD

*6.
1/16/2024

CLAIMS FOR JANUARY 2, 2024

PAGE 1

CITY ADMINISTRATION

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	219.09
METROPOLITAN UTILITIES DIST	2023/11/04-12/05 MONTHLY SERVICE	25.71
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	270.21
TRAVELERS	LIABILITY CLAIMS	6,060.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	101.26
		<hr/>
		\$ 6,676.27

LEGAL

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	38.66
METROPOLITAN UTILITIES DIST	2023/11/04-12/05 MONTHLY SERVICE	4.54
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	47.68
		<hr/>
		\$ 90.88

CABLE ADVISORY

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	193.32
METROPOLITAN UTILITIES DIST	2023/11/04-12/05 MONTHLY SERVICE	22.69
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	238.42
		<hr/>
		\$ 454.43

CITY CLERK

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	335.08
METROPOLITAN UTILITIES DIST	2023/11/04-12/05 MONTHLY SERVICE	39.32
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	413.25
		<hr/>
		\$ 787.65

FINANCE/RISK MANAGEMENT

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	283.53
METROPOLITAN UTILITIES DIST	2023/11/04-12/05 MONTHLY SERVICE	33.28
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	349.68
		<hr/>
		\$ 666.49

LIBRARY

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	311.01
COX BUSINESS SERVICES	2023/12/01-12/31 MONTHLY SERVICE	107.39
INGRAM LIBRARY SERVICES	BOOKS	1,626.05
LAURITZEN GARDENS	3 FAMILY MEMBERSHIP	240.75
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	11.06
METROPOLITAN UTILITIES DIST	2023/11/02-12/04 MONTHLY SERVICE	110.84
QUADIENT FINANCE USA, INC	2023 NOV-LIBRARY NEOSHIPMENTS	598.76
SARPY COUNTY TIMES	RENEW SUBSCRIPTION	134.99
		<hr/>
		\$ 3,140.85

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	219.09
IDEAL PURE WATER COMPANY	BOTTLED WATER	71.50
METROPOLITAN UTILITIES DIST	2023/11/04-12/05 MONTHLY SERVICE	25.71
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	270.21
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	2,137.81
		<hr/>
		\$ 2,724.32

CODE ENFORCEMENT

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	27.64
GREAT PLAINS UNIFORMS	DUTY BOOTS-GREGURICH	250.00
METROPOLITAN UTILITIES DIST	2023/11/02-12/05 MONTHLY SERVICE	6.77
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	118.52
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	752.41
		<hr/>
		\$ 1,155.34

PUBLIC WORKS

BEARDMORE CHEVROLET	2023 CHEVY TRUCK VIN#1GCGTCEC1P1209309	38,170.00
BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	46.42
METROPOLITAN UTILITIES DIST	2023/11/02-12/05 MONTHLY SERVICE	11.37
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FUEL FOR CITY VEHICLES	4,861.61
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	199.03
REFLECTIVE APPAREL FACTORY, INC	HI VIS T-SHIRTS	192.01
TRAVELERS	LIABILITY CLAIMS	326.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	103.87
		<hr/>
		\$ 43,910.31

MINUTE RECORD

CLAIMS FOR JANUARY 2, 2024

PAGE 2

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS-SWANSON PARK	199.00
BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	491.15
COX BUSINESS SERVICES	2023/12/01-12/31 MONTHLY SERVICE	214.78
METROPOLITAN UTILITIES DIST	2023/10/05-11/01 MONTHLY SERVICE	832.27
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	2,447.26
		<u>2,447.26</u>
		\$ 4,184.46

RECREATION

BRIGGET ZARAZUA	REFUND BIRTHDAY PARTY DEPOSIT	425.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	14.16
COX BUSINESS SERVICES	2023/12/01-12/31 MONTHLY SERVICE	88.39
METROPOLITAN UTILITIES DIST	2023/11/02-12/04 MONTHLY SERVICE	233.71
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	185.10
		<u>185.10</u>
		\$ 946.36

FACILITY MAINTENANCE

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	1,624.68
FIRE PROTECTION SERVICES, LLC	SEMI ANNUAL FIRE ALARM INSPECTION-CITY BUILDINGS	550.00
GEARHART CONSTRUCTION & PLUMBING INC	EMERGENCY REPAIR-WATER LINE-STREET DEPT	10,181.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	97.35
METROPOLITAN UTILITIES DIST	2023/11/02-12/04 MONTHLY SERVICE	228.65
OVERHEAD DOOR CO OF OMAHA	ADJUST DRIVE SPOCKET	123.00
STANDARD HEATING & A/C	INSTALL NEW HVAC-GOLDENROD PARK	7,882.00
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	597.80
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	656.03
		<u>656.03</u>
		\$ 21,940.51

CEMETERY

COX BUSINESS SERVICES	2023/12/01-12/31 MONTHLY SERVICE	83.39
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	332.48
BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	109.82
METROPOLITAN UTILITIES DIST	2023/11/02-12/04 MONTHLY SERVICE	92.83
BOBCAT OF OMAHA	TIRES	1,445.04
		<u>1,445.04</u>
		\$ 2,063.56

STREETS

ALL PURPOSE CONSTRUCTION	BPW-230105 ODORANT BLDG THRU 2023/11/30	22,077.00
BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	1,110.66
CHRISTINE HAMPTON	2 YEAR LEASE AT 4401 GILES RD	12,000.00
COX BUSINESS SERVICES	2023/12/01-12/31 MONTHLY SERVICE	274.17
CROW LAWN CARE LLC	ROW MOWING-CYCLE 12	10,156.78
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE IMPROVEMENT 2023/10/28-2023/11/24	17,819.75
MARTIN MARIETTA MATERIALS	CRUSHED ROCK	8,926.57
METRO LEASING	8748-METRO LEASE-2023/12/26 INT'L TRUCKS (6)	26,953.86
METROPOLITAN UTILITIES DIST	2023/11/02-12/04 MONTHLY SERVICE	614.73
OMAHA PUBLIC POWER DISTRICT	2023/10/31-12/11 MONTHLY SERVICE	1,334.45
READY MIXED CONCRETE COMPANY	CONCRETE	5,754.93
TRISTAR	WORK COMP FUNDING NOVEMBER 2023	1,845.20
UMB BANK - TRUST OPERATIONS	1063 HAFP BONDS 12/28/17 \$3,900,000 PRIN DTCC	426,941.25
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	6,929.00
		<u>6,929.00</u>
		\$ 542,738.35

FLEET MAINTENANCE

911 CUSTOM, LLC	DUO LINEAR ION LIGHTS	127.01
ARROW TOWING	TOW CHARGE	302.00
AUTO VALUE PARTS - SOUTH OMAHA	STEERING STABILIZER, WINDOW REGULATOR AND MOTOR ASSEMBLY	299.80
AUTOMOTIVE WAREHOUSE DIST, INC	3M PARTS	677.94
BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	691.92
COX BUSINESS SERVICES	2023/12/01-12/31 MONTHLY SERVICE	107.39
FACTORY MOTOR PARTS CO	FILTER	12.20
GRAINGER	TERMINAL STRIP	22.40
IDEAL PURE WATER COMPANY	BOTTLED WATER	73.75
JONES AUTOMOTIVE	ICON WORK LIGHT	258.76
MATHESON TRI-GAS INC	WELDING SUPPLIES	117.23
METROPOLITAN UTILITIES DIST	2023/11/04-12/05 MONTHLY SERVICE	127.97

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FLEET MAINTENANCE (cont'd)

NAPA AUTO PARTS	FILTERS, FITTINGS, REMAN STARTR, WRENCH, TOGGLE SWITCH, CLAMPS, CALIPER HOUSING, FLEETRANNER BELT OPTI-SEAL STEP DOWN, DRILL BITS, FUSE HOLDERS, CRIMP N SEAL, ACTUATOR, CONNECTORS, BOLTS	1,555.91
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	EXT LOCKING	338.99
NORTH CENTRAL AMBULANCE SALES TOYNE, INC	ROD-END LINK	67.91
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	637.79
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	130.62
		\$ 6,825.97

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLE	182.44
PAPILLION SANITATION	TRASH HAULING FEES-NOV 2023	346,667.63
		\$ 346,850.07

PLANNING

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	41.99
METROPOLITAN UTILITIES DIST	2023/11/02-12/05 MONTHLY SERVICE	10.29
OLSSON ASSOCIATES	PROF SERVICES-COMPREHENSIVE PLAN THRU 2023/12/02	4,724.30
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	180.03
UNITED STATES POSTAL SERVICE	BULK MAILING FOR COMPREHENSIVE PLAN	4,532.63
		\$ 9,489.24

PERMIST & INSPECTIONS

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	56.11
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	280.73
METROPOLITAN UTILITIES DIST	2023/11/02-12/05 MONTHLY SERVICE	13.75
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	240.54
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	907.45
		\$ 1,498.58

POLICE

BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	994.28
COX BUSINESS SERVICES	2023/12/01-12/31 MONTHLY SERVICE	276.99
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - DEC 2023	557.32
METROPOLITAN UTILITIES DIST	2023/11/02-12/05 MONTHLY SERVICE	243.58
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	4,262.64
TRISTAR	WORK COMP FUNDING NOVEMBER 2023	94,156.78
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	14,054.89
		\$ 114,546.48

FIRE & RESCUE

AIRGAS	MEDICAL OXYGEN	375.42
ANNE R YANKUS	REIMB FOR SERVICE	664.94
BLACK HILLS ENERGY	2023/10/31-12/01 MONTHLY SERVICE	934.42
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,426.92
COX BUSINESS SERVICES	2023/12/01-12/31 MONTHLY SERVICE	214.78
ED M FELD EQUIPMENT CO	RFID WRITER KIT	685.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS (6 EMP)	1,386.70
HEALTHY BLUE	REIMB FOR SERVICE	643.35
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	329.18
McKESSON MEDICAL SOLUTIONS	MEDICAL SUPPLIES	172.10
METROPOLITAN UTILITIES DIST	2023/11/02-12/04 MONTHLY SERVICE	3,940.36
STERICYCLE	SHREDDING SERVICE	191.00
TRISTAR	WORK COMP FUNDING NOVEMBER 2023	1,190.25
UNITED HEALTH INSURANCE COMPANY	REIMB FOR SERVICE-E HANSEN	650.40
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	9,506.10
WPS GHA	REIMB FOR SERVICE-J SAMSON	399.37
ZOLL DATA SYSTEMS INC	MEDICAL SUPPLIES	2,259.83
		\$ 27,970.12

NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	ANB 1000 ACCT ANALYSIS CHG NOV 2023	531.93
CENTURY LINK	2023/11/04-12/03 MONTHLY SERVICE	926.82
COX BUSINESS SERVICES	2023/12/01-12/31 MONTHLY SERVICE	281.98
HEARTLAND MARKETING & COMMUNICATIONS	SOCIAL MEDIA MANAGEMENT-2023/10/30-2023/11/26	2,789.74
LOCKTON COMPANIES, LLC	MONTHLY WELLNESS PROGRAM-DEC 2023	1,875.00
NE-DEPARTMENT OF REVENUE	2023/11 SALES TAX	83.92
PM AM CORPORATION	ALARM FEES -NOV 2023	1,480.00
TASC	TASC FS ADMIN FEE	2,394.75
		\$ 10,364.14

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INFORMATION TECHNOLOGY

MOTOROLA SOLUTIONS, INC	BATTERIES, RADIO SUPPLIES, WHF PRESELECTOR, ASSCESSORY KIT WIRELESS	5,438.92
ONE CALL CONCEPTS	LOCATE FEES-NOV 2023	13.56
SHEPPARD'S BUSINESS INTERIORS, INC	OFFICE CUBICLE FOR IT-50% DEPOSIT	3,052.66
TJ CABLE	LOCATE FEES-NOV 2023	800.00
		<u>9,305.14</u>
		\$ 9,305.14

2202 LONGO DR-NEW LIBRARY

LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU 2023/12/08	4,614.12
		<u>4,614.12</u>
		\$ 4,614.12

WASTEWATER

AMERICAN NATIONAL BANK	BANK FEE	51.50
CENTURY LINK	2023/12/04-2024/01/03 MONTHLY SERVICE	61.61
COX BUSINESS SERVICES	2023/12/01-12/31 MONTHLY SERVICE	303.39
ELECTRIC PUMP, LLC	SERVICE CALL	520.00
GL CONSTRUCTION SERVICES LLC	LANDSCAPING AND PAVING	2,250.00
GRAINGER	GLOVES	394.80
METROPOLITAN UTILITIES DIST	2023/11/07-12/05 MONTHLY SERVICE	504.69
TRISTAR	WORK COMP FUNDING NOVEMBER 2023	1,012.50
UMB BANK - TRUST OPERATIONS	1064 WW REV BONDS 6/28/18 \$2,655,000 PRIN DTCC	150,367.50
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - DEC 2023	2,801.52
USA BLUE BOOK	AUTODIALER, CLEAR DOOR	1,611.76
		<u>159,879.27</u>
		\$ 159,879.27

COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	51C AMDENDED JUL-SEP 2023	17,120.18
		<u>17,120.18</u>
		\$ 17,120.18

BELLEVUE MUNICIPAL BUILDING

SARPY COUNTY TREASURER'S OFFICE	2023 TAXES -1410 WALL ST (BAE) 011599958	30,512.36
		<u>30,512.36</u>
		\$ 30,512.36

G.O. BONDS

UMB BANK - TRUST OPERATIONS	0185417391 SID 180-18 GORB 12/28/18 \$3,700,000 PRIN DTCC	5,000.00
UMB BANK - TRUST OPERATIONS	0185419637 SID 180-18 GORB 12/28/18 \$3,700,000 INT	80.00
UMB BANK - TRUST OPERATIONS	0185420403 SID 269-19 GORB 6/15/19 \$280,000 PRIN CALL 12/25	10,000.00
UMB BANK - TRUST OPERATIONS	0185420403 SID 269-19 GORB 6/15/19 \$280,000 INT CALL 12/25	4,001.25
UMB BANK - TRUST OPERATIONS	1066 PSTABs 4/30/19 \$5,545,000 PRIN DTCC	220,000.00
UMB BANK - TRUST OPERATIONS	1066 PSTABs 4/30/19 \$5,545,000 INT DTCC	74,825.00
		<u>313,906.25</u>
		\$ 313,906.25

TOTAL CLAIMS FOR JANUARY 2, 2024 \$ 1,684,361.70

TOTAL PAYROLL FOR DECEMBER 22, 2023 \$ 1,541,915.30

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MAYOR

AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	46.37
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	13.01
BELLEVUE CHAMBER OF COMMERCE AND	MAYORAL FORUM-OCT 2023	180.00
		<u>239.38</u>
		\$

CITY ADMINISTRATOR

AMAZON.COM, LLC	PC-OFFICE SUPPLIES	14.76
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	92.74
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	111.20
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	25.17
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	4,496.44
NEDA	MEMBERSHIP DUES-H JOHNSON	150.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	28.42
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	56.25
SPARTAN NASH STORES, LLC	PC-SUPPLIES FOR MEETING	85.84
WSJ/BARRONS SUBSCRIPTION	PC-SUBSCRIPTION TO WALL STREET JOURNAL	28.79
		<u>5,180.33</u>
		\$

LEGAL

AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	92.74
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	25.60
DROP BOX	PC-CASE MANAGEMENT	19.99
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	2,032.26
NEBRASKA SUPREME COURT ATTORNEY	PC-RENEW LICENSE	98.00
NEBRASKA.GOV	PC-CASE MANAGEMENT	26.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	31.40
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	55.19
		<u>2,441.66</u>
		\$

CABLE ADVISORY

AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	46.37
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	8.67
COX BUSINESS SERVICES	2023/12/19-2024/01/18 MONTHLY SERVICE	9.04
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	4,077.78
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	25.75
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	34.29
		<u>4,262.38</u>
		\$

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	89.19
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	13.01
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	2,032.26
NEBRASKA SUPREME COURT	NEBRASKA STATUTES	113.25
NEBRASKA TECHNICAL SERVICES	REFUND OCCUPATION TAX-JRC'S EXPRESS 2023	200.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	24.96
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	33.81
SPARQDATA SOLUTIONS	SUBSCRIPTION 2024/04/01-2025/03/31	4,100.00
SUBURBAN NEWSPAPERS	LEGAL ADS	1,594.95
		<u>8,261.91</u>
		\$

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	PC-OFFICE SUPPLIES	58.52
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	119.76
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	211.40
CARHARTT, INC	PC-UNIFORM-WOODARD	220.43

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FINANCE/RISK MANAGEMENT (cont'd)

CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	63.04
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	5,225.88
INDOFF, INC	COPY PAPER	459.90
INFOSAFE SHREDDING	DOCUMENT SHREDDING	120.00
JOHNNY'S CAFE	PC-CONSULTANT LUNCHEON	33.30
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	85.72
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	135.98
		<u>\$ 6,945.61</u>

LIBRARY

AFFORDABLE LIBRARY	PC-DVD CASES	645.00
AMAZON.COM, LLC	PC-VIDEO GAME CONSOLE, BATTERIES, EASEL, PROGRAM SUPPLIES, OFFICE SUPPLIES, PRINTER SUPPLIES	3,055.33
AMERICAN LIBRARY ASSOCIATION	PC-MEMBERSHIP DUES-5 EMP	886.00
BIBLIOTHECA, LLC	SELF-CHECK MACHINE	12,272.23
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	407.71
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	43.37
CHOOSECO LLC	PC-BOOKS	154.23
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	7,430.20
FIRESRING, INC	PC-NONPROFIT WEB SERVICES	1,599.50
INDOFF, INC	COPY PAPER	149.97
INGRAM LIBRARY SERVICES	BOOKS	946.45
LIBRARY IDEAS	VOX BOOKS	43.96
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	1,638.60
READ ALOUD NEBRASKA	PC-READ ALOUD TRAINING	70.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	87.29
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	111.62
RUFF WATERS, INC	AQUARIUM MAINTENANCE	75.00
SCOTT WELCH	MONTHLY WEB HOSTING-JANUARY 2024	125.00
VERIZON WIRELESS	2023/12/17-2024/01/16 MONTHLY SERVICE	360.09
		<u>\$ 30,343.47</u>

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	139.11
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	60.61
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	12,669.08
INTEGRATED CARE, LLC	RANDOM DRUG TESTING	810.00
OMAHA PUBLIC POWER DISTRICT	2023/11/20-12/20 MONTHLY SERVICE	284.33
ONE SOURCE	BACKGROUND CHECKS 2023/12/01-2024/01/01	374.80
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	95.92
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	124.69
UKG INC	PAYROLL SUBSCRIPTION FEE-JAN/MAR 2024	31,603.41
		<u>\$ 46,403.87</u>

CODE ENFORCEMENT

AMAZON.COM, LLC	PC-BATTERIES, OFFICE SUPPLIES	477.54
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	432.05
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	87.58
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	25.49
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	9,379.75
GREAT PLAINS UNIFORMS	2022-2023 UNIFORM ALLOWANCE-J BOCKMAN	300.00
GREAT PLAINS UNIFORMS	COAT, SAFETY SHOES	549.99
PAPILLION SANITATION	CODE DUMPSTER	590.39
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	71.12
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	92.25
		<u>\$ 12,217.84</u>

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PUBLIC WORKS

ALFRED BENESCH & COMPANY	BPW-220814 SERVICES 2023/11/20-2023/12/17	4,449.00
ALFRED BENESCH & COMPANY	BPW-210414 MS4 REPORTS 2023/11/20-2023/12/17	4,169.50
AMAZON.COM, LLC	PC-CONSOLE TABLE, OFFICE SUPPLIES	109.30
AMERICAN PUBLIC WORKS ASSOCIATION	MEMBERSHIP DUES	1,146.00
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	345.64
BIG INK	PC-UNIFORM EMBROIDERING	245.00
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	52.04
CITY OF BELLEVUE	SARPY CNTY CLERK/REG OF DEEDS - SIDEWALK WAIVER	10.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	6,470.95
FAIRFIELD INN	PC-LODGING FOR CONFERENCE-KRAGER	622.72
JEO CONSULTING GROUP, INC	BPW-230510 ASST PCSMP PERMIX TRHU 2023/12/15	8,360.00
KRIHA FLUID POWER CO	PC-HEAD PLUGS	43.04
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	131.52
MENARDS	PC-SPONGES	4.99
NEBRASKA FLOODPLAIN & STORMWATER MGR	PC-REGISTRATION FOR CONFERENCE-KRAGER	20.00
ONE CALL CONCEPTS	LOCATES-DEC 2023	493.46
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	181.44
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	78.97
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	117.39
SUBURBAN NEWSPAPERS	LEGAL AD	40.45
		\$ 27,091.41

PARKS

AMAZON.COM, LLC	PC-ADDRESS LABELS	(35.93)
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	86.41
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	16.94
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	39.03
CHICK-FIL-A	PC-MEALS FOR CREW	103.03
CREATIVE SITES, LLC	FREEDOM SEAT	1,308.00
DILLONS CUSTOMER CHARGES	PC-SUPPLIES	7.58
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	9,290.40
HDR ENGINEERING, INC	BPW-211123 HAWORTH PARK COLLECTION SVC 2023/12/03-12/30	658.19
J & J SMALL ENGINE SERVICE	SLEEVE, HEX NUTS	25.70
MENARDS	PC-CLEANING SUPPLIES, LUMBER, TOOLS, BATTERIES, CONCRETE MULCH	800.34
MENARDS		23.82
OMAHA PUBLIC POWER DISTRICT	2023/10/31-11/30 MONTHLY SERVICE	2,676.67
PRECISE MRM LLC	FLAT DATA PLAN	312.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	332.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	99.22
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	124.22
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	171.10
TOMMY'S EXPRESS - PAPILLION	PC-VEHICLE WASH	24.99
TY'S OUTDOOR POWER & SERVICE	PC-BLADES	207.23
VERMEER EQUIPMENT OF NEBRASKA	CONTROL PANEL ON BRUSH CHIPPER	775.35
WESTLAKE ACE HARDWARE	PC-ELECTRICAL TESTERS, PAINT, SUPPLIES	228.99
		\$ 17,275.92

RECREATION

AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	92.74
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	54.79
DILLONS CUSTOMER CHARGES	SUPPLIES	5.89
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	2,660.65
HOBBY LOBBY	PC-DECORATION FOR REED CENTER	63.88
J & J SMALL ENGINE SERVICE	PC-TOOLS FOR LANDSCAPING	405.99
OMAHA PUBLIC POWER DISTRICT	2023/11/20-12/20 MONTHLY SERVICE	192.71
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	27.95
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	39.45
WESTLAKE ACE HARDWARE	PC-SPRAY PAINT	19.98
		\$ 3,624.51

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FACILITY MAINTENANCE

ALBIREO ENERGY LLC	COMPASS ISSUES-DIST 3	2,179.47
AMAZON.COM, LLC	PC-FILTER FOR VACUUM CLEANER, HEAT CABLES, VOLTAGE TESTER, FLOOD LIGHTS	699.85
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	139.11
BIG RED LOCKSMITHS	PC-LOCK	26.78
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	4.34
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	11,519.69
FILTER SHOP	PC-FILTERS	432.20
HELM SERVICE	NO HEAT-DIST 1	441.00
HOTSY EQUIPMENT CO	PRESSURE WASHER PARTS	770.48
IDEAL PURE WATER COMPANY	BOTTLED WATER	22.50
INTERSTATE POWER SYSTEMS, INC	GENERATOR LABOR-CITY HALL	953.10
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	187.97
MENARDS	PC-BATTERIES, CLEANING SUPPLIES, LUMBER, LIGHTS, OIL	801.28
MMC MECHANICAL CONTRACTORS, INC	BOILERS DOWN (PD), INSPECTION	9,505.30
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	1,078.16
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	272.16
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	85.09
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	104.64
SHERWIN WILLIAMS CO	PC-PAINT	263.76
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	809.45
THRASHER	FOUNDATION REPAIR, CONCRETE REPAIR	32,161.72
TK ELEVATOR CORPORATION	ELEVATORS MAINTENANCE	529.98
TRICO MECHANICAL SERVICES	HVAC SERVICE-RELOCATE AIR SUPPLIES, FILTERS, PRESSURE SWITCH	1,633.72
WESTLAKE ACE HARDWARE	PC-CAULK, CLEANING SUPPLIES, PLANTS, STUMP KILLER	215.34
		\$ 64,837.09

CEMETERY

AMAZON.COM, LLC	PC-REMOTE DOOR OPENER, SECURITY FLOOD LIGHT	73.85
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	46.37
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	4.34
COX BUSINESS SERVICES	2023/12/22-2024/01/21 MONTHLY SERVICE	216.99
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	2,826.08
MENARDS	PC-CLAMPS, CEMENT, LUMBER, SUPPLIES	201.12
MOVING UP GARAGE DOOR COMPANY	PC-REMOTE FOR GARAGE	70.60
OMAHA PUBLIC POWER DISTRICT	2023/11/20-12/20 MONTHLY SERVICE	743.59
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	28.26
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	34.96
SHERWIN WILLIAMS CO	PC-PAINT	31.85
		\$ 4,368.73

STREETS

ALFRED BENESCH & COMPANY	BPW-190815 SERVICES 2023/08/28-2023/12/17	2,736.00
ALFRED BENESCH & COMPANY	BPW-230102 CONCRETE PROJECTS	8,030.91
ALFRED BENESCH & COMPANY	BPW-230104 OVERLAY PROJECTS 2023/11/20-2023/12/14	3,175.97
AMAZON.COM, LLC	PC-CANDIES FOR CITY FUNCTION, FLASHLIGHTS, PRINTER, SNOW SCRAPERS, TIRE GAUGE	1,039.22
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	231.85
BEST CARE EMPLOYEE ASSISTANCE PROGRAM	SAP EVALUATION	585.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	17.92
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	39.03
CITY OF BELLEVUE	SARPY CNTY DMV - VEHICLE REGISTRATIONS	15.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	41,708.19
FELSBURG HOLT & ULLEVIG, INC	BPW-191017 36TH ST BEN COST ANALYSIS 2023/10/01- 2023/10/31	1,800.00
HEIMES CORPORATION	EMERGENCY STORM SEWER REPLACEMENT-BELLEVUE BLVD	72,835.00
HGM ASSOCIATES INC	BPW-211224 BRIDGE APPROACH, HARLAN THRU 2023/12/15	302.40
IMSA	PC-MEMBERSHIP DUES-WHITED	100.00
IMSA	PC-TRAFFIC SIGN CLASS	558.00
KATHY ZALOUDEK	EASEMENT 36TH ST -MIDWEST ROW	13,780.00
KAUFMAN TRAILERS, LLC	PC-UTILITY TRAILER	8,020.00

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STREETS (cont'd)

KEYMASTERS OF GREATER OMAHA, INC	PC-KEYS FOR SHOP AND GATE	65.00
LOGAN CONTRACTORS SUPPLY	REBAR, CHANNEL STAKES, SPRAYER, CRAFCO SEALANT, CUTTER	12,739.22
MD SOLUTIONS, INC	CROSS PIECE EXTRUDED	750.00
MENARDS	PC-PEST CONTROL FOR CONTROL CABINET, PROPANE CYLINDER, TORCH, LUMBER, TOOLS	299.10
MICHAEL TODD & COMPANY	PC-BANDS FOR BANNERS	338.00
MICHAEL TODD INDUSTRIAL SUPPLY	WEDGES FOR CHANNEL POSTS, SURVEY MARKING PAINT	1,029.58
NEB DEPARTMENT OF TRANSPORTATION-LICENSE	PC-NDOT STREET SUPERINTENDENT LICENSE	50.00
NL & L CONCRETE INC	BPW-230105 ODORMAT PARKING LOT THRU 2023-10-31 2023/10/31-11/30 MONTHLY SERVICE	49,710.60
OMAHA PUBLIC POWER DISTRICT	FLAT DATA PLAN	12,974.32
PRECISE MRM LLC	CONCRETE	1,825.00
READY MIXED CONCRETE COMPANY	DENTAL INSURANCE-NOV 2023	10,363.82
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	957.68
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	314.16
RELIANCE STANDARD LIFE INSURANCE CO	PC-PAINT POSTS	377.15
WESTLAKE ACE HARDWARE	PC-WIND-FLEX BANNER HARDWARE	23.97
WS LOGISTICS, LLC		5,106.50
		\$ 251,898.59

FLEET MAINTENANCE

A&L HYDRAULICS, INC	PC-REBUILD DUMP CYL FOR ST211	1,808.80
AA WHEEL & TRUCK SUPPLY, INC	PC-PARTS	58.13
ADVANCE AUTO PARTS	WASHER PUMP, CARB CLEANER, PURGE VALVES	198.23
ALLIED OIL & SUPPLY COMPANY	OIL, DRY DIESEL	982.69
AMAZON.COM, LLC	PC-BYPASS VALVE ASSEMBLY, CAR STEREO, DOME LIGHT, PISTON RINGS, RUNNING BOARDS, COMPRESSOR SET, SYSTEM REGULATOR	2,642.06
ANDERSON FORD	PC-OIL LEAK	81.00
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	46.37
AUTO VALUE PARTS - SOUTH OMAHA	INTERIOR DOOR HANDLE, MALE PLUGS, BATTERY CLIPS, PAINT MARKER, FILTERS	164.97
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, ELECTRONIC CLEANER, MUFFLER CLAMPS	1,829.84
BAUER BUILT TIRE & SERVICE	PC-ALIGNMENT, SERVICE CALLS, FUEL, SUPPLIES, TIRES	4,871.89
BAXTER FORD	PC-ARM ASSEMBLY, BRACKETS, CONNECTORS, FILTERS, HOSES, OIL, JOINT KIT, SEPARATOR, SHIELDS	5,617.06
BLIZZARD BOYS LLC	PC-RELAY KIT	54.98
BOBCAT OF OMAHA	PC-TIRES	1,687.68
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	53.91
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	30.36
CORNHUSKER INTERNATIONAL TRUCKS	ENGINE REBUILD KIT, CARTRIDGES, ENGINE PARTS, CLAMPS, THERMOSTATS, SENSORS, SEAL KITS, HOSES, VALVES	11,347.74
DANIELSON / TECH SUPPLY	PC-RIM PLIERS	424.05
DULTMEIER SALES LLC	PC-DUST CAP, NIPPLES, SUPPLIES, TUBING	848.02
DXP ENTERPRISES, INC	PC-RUST INHIBITOR	537.60
EDWARDS CHEVROLET-CADILLAC	PC-HOSE, MAT	144.96
EDWARDS CHRYSLER DODGE JEEP RAM	PC-CUSHION, ENGINE SUPPORT, RACK GEAR, STRUT MOUNT, VALVES, UPPER ARMS	2,282.78
ELLIOTT EQUIPMENT CO	PC-TAILGATE GASKET	492.22
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	17,275.45
FACTORY MOTOR PARTS CO	HOSE ASSEMBLY, WATER CONNECTION, THERMOSTAT	195.88
FORCE AMERICA DISTRIBUTING, LLC	PC-CREDIT-JOYSTICK KIT	(227.82)
GRAHAM TIRE COMPANY	PC-TIRES	2,937.16
HARRIS DECALS INC	PC-DECALS	48.11
HOSE & HANDLING, INC	PC-FIREHOSE, BUSINGS, COUPLINGS	260.16
INTERSTATE BATTERIES	PC-BATTERIES	1,092.23
INTERSTATE POWER SYSTEMS, INC	PC-NEW TRANSMISSION CONTROL MOD INSTALLED BY INTERSTATE POWER	1,945.79

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FLEET MAINTENANCE (cont'd)

J & J SMALL ENGINE SERVICE	PC-BLADES, V-BELT, BUSHINGS, DOGLEG	802.23
JIM HAWK TRUCK TRAILERS	PC-SLACK ADJUSTER, BRAKE CHAMBER, CONNECTORS, FUEL SUPPLEMENT	708.44
JONES AUTOMOTIVE	PC-PARTS	157.44
KRIHA FLUID POWER CO	PC-FITTINGS, SEAL LOK, SWIVEL PIPE	375.25
LOGAN CONTRACTORS SUPPLY	PC-MOIL, RADIATOR, THERMOSTAT	1,019.13
MACQUEEN EQUIPMENT, LLC	PC-VALVE HEATER, FLOW CONTROL, REGULATORS	870.56
MATHESON TRI-GAS INC	PC-WELDING SUPPLIES	123.60
MENARDS	PC-BALL VALVE, BATTERIES, CASTERS, SUPPLIES, PAINT, COUPLINGS, USB CABLE, NOZZLE EXTRACTOR KIT	615.03
MENARDS	SEWER PIPE, CAP	36.32
MENARDS - RALSTON	PC-ADAPTER, ELBOW	43.57
MENARDS - RALSTON	SEWER CAP	41.27
MICHAEL TODD & COMPANY	PC-LOG CHAIN WITH GRAB HOOKS, ALIGNMENT	1,224.74
MIDLANDS AUTO REPAIR	PC-ALIGNMENT	239.99
MITCHELL 1	PC-PRODEMAND ONLY GOVERNMENT SUBSCRIPTION	1,908.00
MOTION INDUSTRIES	PC-FILTERS	286.09
MOTOROLA SOLUTIONS, INC	PC-CHARGE STATION, CONNECTORS, SUPPLIES	906.00
MURPHY TRACTOR	PC-HINGE, ISOLATOR, WINDOW PANE, SNAP RINGS	966.21
NAPA AUTO PARTS	PARTS, FILTERS, OIL PAN GASKET, SWAY BAR LINK, REDUCER, FITTINGS, VALVE STEMS	1,482.29
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	CRIMP N SEAL, RIVETS, NUTS, PLOW BOLTS	106.94
OMAHA GLASS PRO LLC	PC-WINDOW TINTING	294.00
OMAHA PUBLIC POWER DISTRICT	2023/11/21-12/21 MONTHLY SERVICE	1,010.64
OMAHA WINDUSTRIAL	PC-BLACK STEEL NIPPLE	132.78
O'REILLY AUTO PARTS	TRAN LINE	16.62
PARAGON PRINT SYSTEMS	PC-GLOSS POLY, WAX	682.37
PAUL LUCHT & SONS, INC	REPAIR FRONT GRILL FROM DAMAGE-TRUCK 31	5,491.83
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	423.36
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	173.49
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	219.32
ROMAINE ELECTRIC CORP	PC-INVERTOR /CHARGER FOR STOCK FOR FIRE DEPT	1,462.58
TOOL SHED OF OMAHA	PC-HOUSING, WHEEL CUTOFF	262.06
TOYNE, INC	CHROME DOOR HANDLE	502.52
TRUCK CENTER COMPANIES-OMAHA	PC-FILTERS, HEATER, CLAMPS, JUMP JACK, TANK CAPS	1,732.79
TURFWERKS	PC-RIM	562.97
UPS STORE	PC-MAILING CHARGE	102.50
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	421.54
WAYTEK, INC	PC-HEAT SHRINK, PARTS	585.23
WESTLAKE ACE HARDWARE	PC-SUPPLIES	2.28
		\$ 85,724.28

SOLID WASTE

CITY OF OMAHA	COMPOST DELIVERIES-NOV 2023	11,825.14
		\$ 11,825.14

PLANNING

AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	46.37
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	55.88
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	13.01
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	2,832.71
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	37.52
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	51.99
SUBURBAN NEWSPAPERS	LEGAL ADS	221.04
		\$ 3,349.24

PERMITS & INSPECTIONS

AMAZON.COM, LLC	PC-OFFICE SUPPLIES	134.01
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	278.22
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	129.91
CARHARTT, INC	PC-UNIFORMS 5 EMP	1,265.62
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	21.68
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	13,297.47
INTERNATIONAL CODE COUNCIL, INC	PC-CODE BOOK	114.00

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PERMITS & INSPECTIONS (cont'd)

RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	93.42
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	107.47
		\$ 15,683.72

POLICE

AARDVARK	REPLACE BALLISTIC VEST-SWAT	12,720.00
ABM SUPPLY	GAS MASKS FOR SWAT, FACEPIECE RESPIRATORS, ENFORCER RAM	25,590.00
ACTION SIGNS	INSTALL GRAPHICS-UNITS 646, 640, 625 AND 801	685.29
AERIAL OPTICS LLC	CRASH MAPPING FOR DRONE	1,120.00
AMAZON WEB SERVICES, INC	AMAZON WEB SERVICES-DEC 2023	471.31
AMAZON.COM, LLC	PC-BINOCULARS, RUBBER STAMPS, OFFICE SUPPLIES, COFFEE SUPPLIES, GLASSES, LAPTOP HOLDERS, MEDICAL SUPPLIES, ROPE, TIE DOWN STRAPS, BINOCULARS	1,708.70
ANDREW JASHINSKE	REIMB TRAINING EXPENSES	586.18
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	6,049.67
AVERY L LOSCHEN	RENT FOR K9 BLDG-FEB 2024	1,300.00
AXON ENTERPRISE, INC	PC-TRAINING-BOYLE	495.00
BEST WESTERN PLUS BAYSIDE INN	PC-LODGING FOR TRAINING-CLARY	472.50
BODY BASICS FITNESS EQUIPMENT	TAC TIRE FLIP	2,798.00
BROWN & BLUE RESEARCH & TRAINING GROUP	PC-TRAINING-PAGE, STUCK	1,190.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSES	289.50
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	371.59
CIOX - HEALTH	SUBPEONA FEE FOR RECORD	60.00
CITY OF BELLEVUE-PETTY CASH	ASHLEY MEYERS - TASER INSTRUCTOR RECERT - MEALS	21.49
CITY OF BELLEVUE-PETTY CASH	JOE GRAY - MEDICINE FOR CHECQUE (K9)	135.20
CITY OF BELLEVUE-PETTY CASH	JUANITA DIXON - SCRAPBOOK SUPPLIES	20.39
CITY OF BELLEVUE-PETTY CASH	SARPY CNTY DMV - VEHICLE REGISTRATIONS	12.00
CITY OF BELLEVUE-PETTY CASH	TROY BOYLE - TASER INSTRUCTOR RECERT - MEALS	15.38
COMFORT INN	PC-LODGING FOR TRAINING-K MANNING	297.84
COMFORT INN- DES PLAINES, IL	PC-LODGING FOR TRAINING-TREINEN	785.61
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	1,647.68
CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT PSYCH EVALUATION	1,110.00
COVERTTRACK GROUP, INC	SURVEILLANCE SOFTWARE	2,175.00
DAVIS & STANTON	UNIFORM POLICE BARS	103.50
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	146,301.34
FAIRFIELD BY MARRIOTT	PC-LODGING FOR TRAINING-BEES, MELVIN	577.84
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	110.24
FIRST INTERSTATE BANK	SUBPEONA FEE FOR RECORDS	56.25
FIRST NATIONAL BANK OF OMAHA	SUBPEONA FEE FOR RECORDS	117.80
GALL'S, LLC	RAIN JACKETS, GEAR BAGS	2,276.30
GOVDIRECT, INC	DESKTOP DOCKING STATION	3,801.70
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-7 EMP	2,141.42
HILTON GARDEN IN	PC-LODGING FOR TRAINING-CLARY	963.57
HOLIDAY INN EXPRESS	PC-LODGING FOR TRAINING-BETSWORTH	561.30
HOPE VALENTINE, LLC	MENTAL HEALTH SESSIONS	900.00
ICE MILLER LLP	EMP BENEFITS MATTERS-OCT AND NOV 2023	6,456.60
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	90.00
INTELLIGENT VIDEO SOLUTIONS	VALT SOFTWARE RENEWAL 2023/12/28-2024/12/27	2,900.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	249.21
JASON MELROSE	REIMB FOR BAG PIPE TRAINING	448.52
KEN CLARY	REIMB CONFERENCE EXPENSES	100.50
LEADSONLINE, LLC	RENEWAL 2024/01/01-2024/12/31	10,780.00
LEDA	PC-TRAINING-JEZEK	299.00
LP POLICE	MONTHLY LOCATE FEE-NOVEMBER 2023	259.90
MAGGIE F COLLINS	REIMB FOR PANTS, SHOES	263.03
MAGPUL INDUSTRIES CORP	MAGAZINES FOR RIFLES	538.08
MATRIX BUSINESS SYSTEMS INC	COPIER TONER, EXPENSE	560.94
MENARDS	FLAT BUNGEE, PVC TEES, VENT ELBOW, PVC PIPE, EXT	389.62
MOTOROLA SOLUTIONS, INC	ICV SYSTEMS WITH DOCKING, VIDEO MGR LICENSE	36,847.00
MYZONE, INC	PC-WELLNESS PROGRAM	75.00

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POLICE (cont'd)

NATIONAL ASSOCIATION OF SCHOOL RESOURCES	PC-MEMBERSHIP DUES	50.00
NATIONAL STRENGTH & CONDITIONING ASSOC	PC-MEMBERSHIP DUES	130.00
NAT'L ASSOC OF WOMEN LAW ENFORCEMENT EXE	MEMBERSHIP DUES-CLARY	100.00
NEBRASKA FURNITURE MART	PV-TV FOR INTERVIEW ROOM	259.99
NEBRASKA LAW ENFORCEMENT TRAINING	PC-TESTING AND CERTIFICATION FEES	525.00
NEBRASKA LAW ENFORCEMENT TRAINING	TABE FEE-C LAND	10.00
OFFUTT COLLISION REPAIR CENTER	CRUISER REPAIR-UNIT 622	5,498.11
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	52.67
PCAN -NEBRASKA	PCAN MEMBERSHIP 2024-CLARY, JASHINSKE	150.00
POLICE OFFICERS ASSOCIATION OF NEBRASKA	DEPT MEMBERSHIP 2024	2,140.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-EVIDENCE STORAGE	328.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	3,731.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	996.77
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	2,311.08
SAMANTHA SPACHER	REIMB FOR PANTS	140.38
SMITH DAVIS INSURANCE INC	SURETY BCND-BENSHOOF	40.00
SOUTHWEST AIRLINES	PC-AIR FARE-REED, CLARY	1,008.92
STRATTON HATS, INC	PC-HONOR GUARD HATS	211.79
STREICHER'S INC	TACTICAL FIRE SUPPRESSOR	230.94
SUNSET LAW ENFORCEMENT, LTD	QUICK DETACH SUPPRESSOR MOUNTS, DUTY AND TRAINING AMMO	34,646.88
THE LETS CORP	DRONE ANNUAL LICENSE 2024/02/01-2025/02/01	3,185.00
TRI-TECH FORENSICS, INC	K9 HANDLER KIT	873.18
U.S. CELLULAR	2023/12/04-2024/01/03 MONTHLY SERVICE	177.52
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	3,046.00
VERIZON WIRELESS	2023/11/24-12/23 MONTHLY SERVICE	880.22
VIRTRA SYSTEMS, INC	RENEWAL YEAR 4- 2024/01/14-2025/01/13	33,529.90
VISTA PRINT	PC-BUSINESS CARDS	155.80
WESTLAKE ACE HARDWARE	HOSE, BUNGEE CORD, TARP	84.56
ZERO9 HOLSTERS	BODY WORN CAMERA MOUNTS	290.65
ZOMBIE TACTICAL	SWAT RIFLE ACCESSORY	285.00
		\$ 375,367.27

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL OXYGEN	84.34
AMAZON.COM, LLC	PC-COFFEE SUPPLIES, OFFICE SUPPLIES, SCANNER, PRINTER SUPPLIES, KITCHEN SUPPLIES	1,149.11
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	1,953.72
BELLEVUE UNIVERSITY BUSINESS OFFICE	PC-CAREER FAIR-MCCORMICK	60.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,101.91
CAPITALONE TRADE CREDIT	PC-IMPACT CORDLESS DRILL	596.00
CENTURY LINK	2023/12/22-2024/01/21 MONTHLY SERVICE	110.53
CITY OF BELLEVUE	SARPY CNTY DMV - VEHICLE REGISTRATIONS	15.00
EC DATA SYSTEMS, INC	PC-SHARE OF FAX SERVER	7.95
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	105,562.47
GERALD HOFMANN	REIMB FOR SERVICE	82.06
GREAT PLAINS UNIFORMS	UNIFORM ITEM-4 EMP	1,279.80
HEALTHY BLUE	REIMB FOR SERVICE-Z LUJAN	388.22
HEALTHY BLUE	REIMB FOR SERVICE-M WHITAKER	31.40
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	98.41
MENARDS	PC-SUPPLIES	138.38
MOTOROLA SOLUTIONS, INC	PORTABLE RADIOS FOR FIRE	18,807.42
OMAHA PUBLIC POWER DISTRICT	2023/10/31-11/30 MONTHLY SERVICE	5,694.62
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	2,630.88
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	763.65
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	1,352.22
UNITED HEALTH INSURANCECOMPANY	REIMB FOR SERVICE-C JIROVSKY	260.00
UNITED HEALTH INSURANCECOMPANY	REIMB FOR SERVICE-E JIROVSKY	260.00
WILD CHICKEN GRILL	PC-MEALS FOR INTERVIEWERS	214.57
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	3,316.32
		\$ 145,958.98

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NON-DEPARTMENTAL/CONTRACTS		
CENTURY LINK	2023/11/20-12/19 MONTHLY SERVICE	326.29
FIRST NATIONAL INSURANCE COMPANY	WORKERS COMP-2022/10/01-2023/10/01	22,207.00
GROW SARPY	2024 ANNUAL INVESTMENT	5,000.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-FEB 2024	17,535.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-JAN 2024 DIFF	304.00
SARPY COUNTY TREASURER'S OFFICE	REAL ESTATE TAXES 2023-PARCEL 011616400	0.26
SCOTT WELCH	PC-MONTHLY WEB MAINTENANCE	125.00
TRAVELERS CL REMITTANCE CENTER	INSURANCE PREMIUMS	79,349.25
		\$ 124,846.80
INFORMATION TECHNOLOGY/COMMUNICATIONS		
AMAZON.COM, LLC	PC-CABLE FOR CISCO, DESK RISERS, CABLE, KITCHEN SUPPLIES, SCANNER	856.76
GRAYBAR ELECTRIC	USB CHARGE PORTS	972.00
HOSTGATOR.COM	PC-MONTHLY DOMAIN MAINTENANCE	69.95
MENARDS	PC-SUPPLIES	10.99
MOTOROLA SOLUTIONS, INC	ACCESSORY CONNECTOR	191.10
SHEPPARD'S BUSINESS INTERIORS, INC	OFFICE CUBICLE FOR IT-50% DEPOSIT	3,052.66
TESSCO	HOLE SAW BLADES	169.10
WESTLAKE ACE HARDWARE	PC-STORAGE BOX, ORGANIZER SET	62.45
		\$ 5,385.01
2206 LONGO DR-NEW LIBRARY		
SECURITY EQUIPMENT INC	PROXIMITY CARDS-LONGO DR	138.75
		\$ 138.75
WASTEWATER		
AMAZON.COM, LLC	PC-OFFICE SUPPLIES	209.36
AMERICAN VAN & TRUCK EQUIPMENT	PC-CROSSBAR LADDER RACK FOR VAN	3,530.53
AT&T MOBILITY	2023/11/22-12/21 MONTHLY SERVICE	1,365.97
CENTURY LINK	2023/12/13-2024/01/12 MONTHLY SERVICE	661.89
ECHO GROUP, INC	PC-GENERATOR LEADS	613.96
ELLIOTT EQUIPMENT CO	MULTI WAY VALVE	1,164.24
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2023	15,563.18
HANEY SHOE STORE	SAFETY SHOES-D ENGEL, BAILEY	393.99
MENARDS	PC-GLOVES, REBAR STAKES, BENDER, SUPPLIES, WATER	575.13
NAPA AUTO PARTS	PC-ENERGIZER EQUIPMENT	111.84
OMAHA PUBLIC POWER DISTRICT	2023/11/09-12/11 MONTHLY SERVICE	2,993.09
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-NOV 2023	817.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INS - NOV 2023	141.93
RELIANCE STANDARD LIFE INSURANCE CO	LTD INS - NOV 2023	166.02
		\$ 28,308.81
ECONOMIC DEVELOPMENT-LB840		
BELLEVUE CHAMBER OF COMMERCE AND	ECONOMIC DEVELOPMENT CONTRACT-SEPT AND DEC 2023	6,000.00
		\$ 6,000.00
COMMUNITY BETTERMENT		
OMAHA PUBLIC POWER DISTRICT	2023/12/22 MONTHLY SERVICE	100.19
		\$ 100.19
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	CDBG CONTRACTOR EXPENSES-DEC 2023	1,352.10
		\$ 1,352.10
FEDERAL FORFEITURES		
VERIZON WIRELESS	2023/11/22-12/21 MONTHLY SERVICE	596.42
		\$ 596.42
BCMBC		
SARPY COUNTY TREASURER'S OFFICE	2023 TAXES -1410 WALL ST (BAE) 011599958	30,512.36
		\$ 30,512.36
	TOTAL CLAIMS FOR JANUARY 16, 2024	\$ 1,320,541.77
	TOTAL PAYROLL FOR JANUARY 5, 2024	\$ 1,750,121.85

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
1/16/2024

COUNCIL MEETING DATE: December 5, 2023		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS, for the purpose of existing single-family residential; and small subdivision plat Lots 1 and 2, The Shadows Replat II.
Applicant: Amanda Iwansky. General location: 215 Bellevue Blvd. S.

SYNOPSIS/BACKGROUND:

Amanda Iwansky, on behalf of Wendy Gibson, is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, The Shadows Replat II, for the purpose of a lot line adjustment for existing single-family residential development. Proposed Lot 1 will be zoned RS-120, and Proposed Lot 2 will be zoned RS-120-PS to stay consistent with their current zonings/neighborhoods. The applicant stated several decades ago Wendy Gibson purchased property to the east of 215 Bellevue Boulevard South, and it was recently discovered this sale was never recorded with the Register of Deeds. This platting and rezoning will correct this issue and facilitate the sale of the property.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

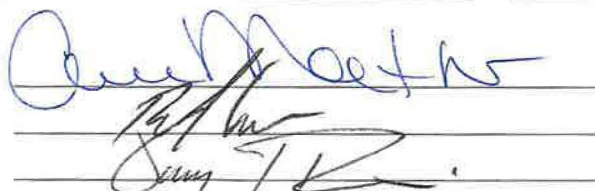
1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4139"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Amanda Iwansky
CASE #'s: Z-2310-18, S-2310-15
CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, and Part of Lot 159, Fontenelle Hills II, and Lots 12B and 13, The Shadows, all located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-120 & RS-120-PS to RS-120 and RS-120-PS for the purpose of existing single-family residential and small subdivision plat of Lots 1 and 2, The Shadows Replat II.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: November 16, 2023

**CITY OF BELLEVUE
PLANNING DEPARTMENT**

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2310-18
S-2310-15

FOR HEARING OF:
REPORT #1: November 16, 2023
REPORT #2: December 19, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Amanda Iwansky
10623 Boyd Street
Omaha, NE 68134

B. PROPERTY OWNERS:

Wendy Gibson
1607 Bellevue Blvd N
Bellevue, NE 68005

Fa Properties, LLC
215 Bellevue Blvd S
Bellevue, NE 68005

Freeman Company Inc.
1021 Galvin Rd S
Bellevue, NE 68005

C. GENERAL LOCATION:

215 Bellevue Blvd S

D. LEGAL DESCRIPTION:

Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, Part of Lot 159, Fontenelle Hills II, and Lots 12B and 13, The Shadows, all located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, The Shadows Replat II, from RS-120 and RS-120-PS to RS-120 and RS-120-PS.
2. Small Subdivision Plat Lots 1 and 2, The Shadows Replat II.

F. EXISTING ZONING AND LAND USE:

RS-120-PS and RS-120, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone and small subdivision plat for the purpose of a lot line adjustment for an existing single-family development.

H. SIZE OF SITE:

The site is approximately 4.34 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is presently developed with a single-family residence built in 1979, a detached garage, and a paved area for parking to the rear of the residence. Proposed Lot 2 is presently undeveloped.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** RS-120, Single-Family Residential
2. **East:** RS-120-PS, Single-Family Residential (vacant)
3. **South:** RS-120, Single-Family Residential
4. **West:** RS-120/RE, Single-Family Residential/Residential Estates (across Bellevue Blvd South)

C. RELEVANT CASE HISTORY:

On November 16, 2023, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, The Shadows Replat II, being a replat of Lots 54, 55, and Part of Lot 159, Fontenelle Hills II, and Lots 12B and 13, The Shadows, from RS-120 and RS-120-PS to RS-120 and RS-120-PS and small subdivision plat Lots 1 and 2, The Shadows Replat II.

D. APPLICABLE REGULATIONS:

1. Section 5.08, Zoning Ordinance, regarding RS-120 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding -PS Planned Subdivision District.
3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data available for this location.
2. Each property presently has access from private driveways: Lot 1 from Bellevue Boulevard South and Lot 2 from Shadow Road.

D. UTILITIES:

All utilities are available to this development.

E. ANALYSIS:

1. Amanda Iwansky, on behalf of Wendy Gibson, is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, The Shadows Replat II, for the purpose of a lot line adjustment for existing single-family residential development.
2. The applicant stated several decades ago Wendy Gibson purchased the irregular southwesterly 0.07-acre portion of Lot 13, The Shadows, and the irregular northwesterly 0.11-acre portion of Lot 12B, The Shadows, from the Freeman Company. The applicant/realtor for 215 Bellevue Boulevard South discovered this sale was never recorded with the Register of Deeds. The deed and real estate transfer showing the transfer of ownership from The Freeman Co. to Wendy Gibson was filed with the Sarpy County Register of Deeds office on August 18, 2023.

A proper subdivision through the city was not completed at that time. The small subdivision plat and rezoning is now being requested in order for the sale of the

property to be finalized. A title transfer of proposed Lot 1 cannot be completed without approval of a rezoning and small subdivision plat.

3. Proposed Lot 1 will be zoned RS-120, and Proposed Lot 2 will be zoned RS-120-PS to stay consistent with their current zonings/neighborhoods.

Lot 1 is in conformance with the regulations of the RS-120 zoning district.

Lot 2 will have the following setbacks which were approved with the initial development:

Minimum Front Yard: 20 feet

Minimum Side Yard: 5 feet

Minimum Rear Yard: 20 feet

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, Sarpy County Planning, Sarpy County Public Works Department, Sarpy County Deputy Administrator, 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 Engineer Matt Knight and Sarpy County Surveyor Michael Sharp requested technical revisions to the plat. These comments have since been satisfied by the applicant's engineer.

No other comments were received on this case.

5. The Future Land Use Map of the Comprehensive Plan shows this area as being low density residential. The request is in conformance with the Comprehensive Plan.

6. The requested small subdivision plat and rezoning will not change the existing conditions on the properties now. Staff does not believe this request will have a negative impact on the surrounding neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

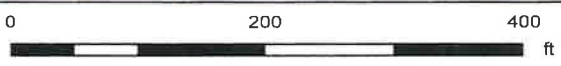
VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from the applicant received October 19, 2023
4. Small subdivision plat received November 8, 2023

VII. COPIES OF REPORT TO:

1. Amanda Iwansky
2. Hill-Farrell Associates, Inc. (Doug Hill)
3. Wendy Gibson
4. Freeman Co., Inc.
5. Fa Properties, LLC.
6. Public Upon Request

 11/27/23
Planning Director Date



Map Scale 1: 2257

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



Notes



City of Bellevue,

Wendy Gibson is requesting rezoning and re-platting for (Parcel 011616487) IRREG SOUTHWESTERLY 0.07 PT LOT 13 THE SHADOWS and (Parcel 011616489) IRREG NORTHWESTERLY 0.11 AC LOT 12B THE SHADOWS.

Background: 35-40 years ago Bob and Wendy Gibson 'purchased' part of Lot 13 The Shadows and part of Lot 12B The Shadows from the Freeman Co. But, the sale was never officially recorded. 35-40 years ago Gibsons proceeded to build a concrete parking slab on the land.

Aug 2023: Wendy Gibson goes to sell her home at 215 Bellevue Blvd S (lot 54, 55, and 159 Fontenelle Hills) and wanted to be able to officially deed over the part of Lot 13 and 12B so that the new owners of 215 Bellevue Blvd S would own the land that the concrete sits on.

Susan Dennis with Freeman Co had the land surveyed to parcel off the land with the concrete slab. Freeman Co deeded over part of Lot 13 and part of 12B to Wendy Gibson in August. Doug Hill was the surveyor and drew out the new parcel lines. Parcel 011616489 (IRREG NORTHWESTERLY 0.11 AC LOT 12B THE SHADOWS) and Parcel 011616487 (IRREG SOUTHWESTERLY 0.07 PT LOT 13 THE SHADOWS). The deed and the real estate transfer statement were filed with Sarpy county recorder's office on Aug 18, 2023 to transfer ownership from The Freeman Co to Wendy Gibson.

Sept 2023: It was discovered that the new parcels that Wendy now owned could not be transferred to the new buyers of 215 Bellevue Blvd S because the title company requires the City of Bellevue to sign off on transfer, in order to provide title insurance on the sale.

The Barreras bought the house and land at 215 Bellevue Blvd S (lot 54, 55, and 159 Fontenelle Hills) from Wendy Gibson on 9/20/23. Wendy Gibson is still the owner of the partial lots 13 and 12B of the Shadows.

In conclusion, the concrete slab that is located on the Freeman Co's land behind 215 Bellevue Blvd is now in Wendy Gibson's name and her home was deeded over to the Barreras. The Barreras would like to receive the land from Wendy while being able to have title insurance on the new parcels. Once that happens, the goal is to combine all parcels into one so the Barreras can have the entire property on one parcel number.

Lot 13 and Lot 12B of The Shadows are currently zoned RS-120 ps. Part of Lot 13 and Part of Lot 12B are applying for rezoning to be RS-120 to match Lot 54, 55, and 159.

I, Amanda Iwansky, am Wendy Gibon's realtor & am the applicant for the rezoning & replatting.

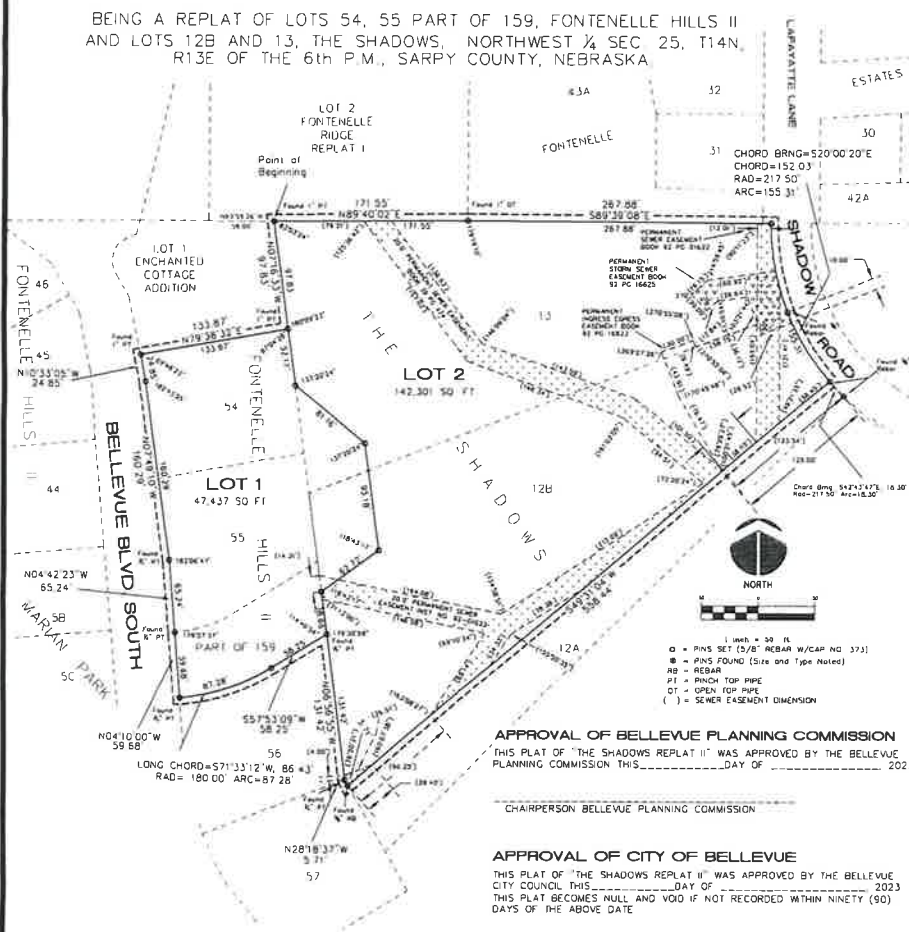
Sincerely,
Amanda Iwansky - NPDodge Real Estate
402-276-1311 - amanda@renschgroup.com

RECEIVED
OCT 19 2023
PLANNING DEPT.

THE SHADOWS REPLAT II

LOT 1 and 2

BEING A REPLAT OF LOTS 54, 55 PART OF 159, FONTENELLE HILLS II AND LOTS 12B AND 13, THE SHADOWS, NORTHWEST ¼ SEC 25, T14N, R13E OF THE 6th P.M., SAPPY COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE NEBRASKA REGISTERED LAND SURVEYOR NO. 373, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE TO REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, ACCURATE AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY IN "THE SHADOWS REPLAT II" BEING A REPLAT OF LOTS 54, 55 AND PART OF 159, FONTENELLE HILLS II AND LOTS 12B AND 13, THE SHADOWS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF LOT 13, THE SHADOWS, THENCE N 89°40'02" E (ASSUMED BEARING), 171.55 FEET TO THE SOUTHWEST CORNER OF LOT 43A, FONTENELLE ESTATES, THENCE S 89°39'08" E, 287.88 FEET TO THE NORTHEAST CORNER OF LOT 13, THE SHADOWS, THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT CHORD BEARING S 20°00'20" E, CHORD DISTANCE 152.03 FEET, RADIUS 217.50 FEET, ARC DISTANCE 155.31 FEET TO THE SOUTHWEST CORNER OF LOT 12B, THE SHADOWS, THENCE S 49°31'04" W, 558.44 FEET TO THE SOUTHWEST CORNER OF LOT 12B, THE SHADOWS, THENCE N 28°18'37" W, 5.71 FEET TO THE NORTHEAST CORNER OF LOT 57, FONTENELLE HILLS II, THENCE N 06°56'55" W, 131.42 FEET TO THE NORTHEAST CORNER OF LOT 56, FONTENELLE HILLS II, THENCE S 57°53'09" W, 58.25 FEET TO A POINT OF CURVATURE, THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT CHORD BEARING S 71°33'12" W, CHORD DISTANCE 88.43 FEET, RADIUS 180.00 FEET, ARC DISTANCE 87.28 FEET TO THE NORTHWEST CORNER OF LOT 56, FONTENELLE HILLS II, THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF BELLEVUE BOULEVARD ALONG THE FOLLOWING 4 COURSES: 1) N 04°10'00" W, 59.68 FEET 2) N 04°42'23" W, 65.24 FEET 3) N 07°49'10" W, 160.29 FEET 4) N 10°33'05" W, 24.85 FEET TO THE NORTHWEST CORNER OF LOT 54, FONTENELLE HILLS II, THENCE N 79°38'32" E, 133.87 FEET TO THE NORTHEAST CORNER OF LOT 54, FONTENELLE HILLS II, THENCE N 07°16'33" W, 97.83 FEET TO THE POINT OF BEGINNING DESCRIBED TRACT CONTAINS 189,738 SQUARE FEET OR 4.356 ACRES MORE OR LESS

DATE _____
RONALD D. HILL NE LS NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, WENDY S. GIBSON REVOCABLE TRUST, FREEMAN CO INC, A NEBRASKA CORPORATION AND FA PROPERTIES LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "THE SHADOWS REPLAT II", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURUM COMMUNICATIONS INTERNATIONAL, INC AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM BY THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES, FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS, NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HEREIN GRANTED. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITY DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, VALVE, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, AVENUES AND CIRCLES, WHETHER PUBLIC OR PRIVATE, NO PERMANENT BUILDINGS OR RETAINING WALL SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED IN WITNESS WHEREOF WE DO SET OUR NAME THIS _____ DAY OF _____ 2023

WENDY S. GIBSON REVOCABLE TRUST
BY WENDY S. GIBSON, TRUSTEE

FREEMAN CO INC
BY SUSAN DENNIS, PRESIDENT

FA PROPERTIES LLC
BY REYES BARRERA, MANAGING PARTNER

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY } SS

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED WENDY S. GIBSON, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED

DATE _____ NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY } SS

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED SUSAN DENNIS PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED

DATE _____ NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY } SS

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED REYES BARRERA, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED

DATE _____ NOTARY PUBLIC

APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF "THE SHADOWS REPLAT II" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____ 2023

CHAIRPERSON BELLEVUE PLANNING COMMISSION _____

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

ATTEST: CITY CLERK _____ MAYOR CITY OF BELLEVUE _____

COUNTY TREASURER'S CERTIFICATION
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED WITHIN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE

DATE _____ COUNTY TREASURER _____

REVIEW BY SAPPY COUNTY PUBLIC WORKS
THIS PLAT OF "THE SHADOWS REPLAT II" WAS REVIEWED BY THE SAPPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____ 2023

SAPPY COUNTY SURVEYOR/ENGINEER _____

RECEIVED
NOV 08 2023
PLANNING DEPT.

SURVEY: RCH/JRH
BK-CBLLC
DRAWN: RCH
DATE: 08/23/2023
10/03/2023
11/08/2023
11/08/2023

THE SHADOWS REPLAT II
ADMINISTRATIVE SUBDIVISION PLAT
NE1/4 SEC. 25, T14N, R13E, OF THE 6th P.M.
SAPPY COUNTY, NEBRASKA

HILL-FARRELL ASSOCIATES, INC.
L.L.P.
SURVEYORS
1402 Helen Lane Road, Bellevue, NE 68005 (402) 281-6100

PROJECT NO
SHADOWS II

ORDINANCE NO. 4139

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 215 BELLEVUE BOULEVARD SOUTH, 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, The Shadows Replat II, located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RS-120 (Single-Family Residential, 12,000 Square Foot Zone) and RS-120-PS (Single-Family Residential, 12,000 Square Foot Zone – Planned Subdivision) to RS-120 (Single-Family Residential, 12,000 Square Foot Zone); AND

Lot 2, The Shadows Replat II, located in the Northwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RS-120 (Single-Family Residential – 12,000 Square Foot Zone) and (RS-120-PS (Single-Family Residential, 12,000 Square Foot Zone – Planned Subdivision) to RS-120-PS (Single-Family Residential, 12,000 Square Foot Zone – Planned Subdivision).

(Amanda Iwansky)

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

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

THE SHADOWS REPLAT II

LOT 1 and 2

BEING A REPLAT OF LOTS 54, 55 PART OF 159, FONTENELLE HILLS II AND LOTS 12B AND 13, THE SHADOWS, NORTHWEST ¼ SEC 25, T14N, R13E OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA.

SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE NEBRASKA REGISTERED LAND SURVEYOR NO. 373, DULY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE TO REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, ACCURATE AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY IN "THE SHADOWS REPLAT II", BEING A REPLAT OF LOTS 54, 55 AND PART OF 159, FONTENELLE HILLS II AND LOTS 12B AND 13, THE SHADOWS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SAPPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF LOT 13, THE SHADOWS, THENCE N 89°40'02" E (ASSUMED BEARING), 171.55 FEET TO THE SOUTHWEST CORNER OF LOT 43A, FONTENELLE ESTATES; THENCE S 89°39'08" E, 287.88 FEET TO THE NORTHEAST CORNER OF LOT 13, THE SHADOWS; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT CHORD BEARING S 20°00'20" E, CHORD DISTANCE 152.03 FEET, RADIUS 217.50 FEET, ARC DISTANCE 153.31 FEET TO THE SOUTHEAST CORNER OF LOT 12B, THE SHADOWS; THENCE S 49°31'04" W, 538.84 FEET TO THE SOUTHWEST CORNER OF LOT 12B, THE SHADOWS; THENCE N 28°18'37" W, 5.71 FEET TO THE NORTHEAST CORNER OF LOT 37, FONTENELLE HILLS II; THENCE N 06°56'33" W, 131.42 FEET TO THE NORTHEAST CORNER OF LOT 56, FONTENELLE HILLS II; THENCE S 57°53'09" W, 58.25 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT CHORD BEARING S 71°33'12" W, CHORD DISTANCE 86.43 FEET, RADIUS 180.00 FEET, ARC DISTANCE 87.28 FEET TO THE NORTHWEST CORNER OF LOT 56, FONTENELLE HILLS II; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF BELLEVUE BOULEVARD ALONG THE FOLLOWING 4 COURSES: 1) N 04°10'00" W, 59.66 FEET 2) N 04°42'23" W, 65.24 FEET 3) N 07°49'10" W, 160.29 FEET 4) N 10°33'05" W, 24.85 FEET TO THE NORTHWEST CORNER OF LOT 54, FONTENELLE HILLS II; THENCE N 79°38'32" E, 133.87 FEET TO THE NORTHEAST CORNER OF LOT 54, FONTENELLE HILLS II; THENCE N 07°18'33" W, 97.83 FEET TO THE POINT OF BEGINNING DESCRIBED TRACT CONTAINS 189,738 SQUARE FEET OR 4.356 ACRES MORE OR LESS.

DATE _____
RONALD D. HILL NE LS NO 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, WENDY S. GIBSON REVOCABLE TRUST, FREEMAN CO INC, A NEBRASKA CORPORATION AND FA PROPERTIES LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "THE SHADOWS REPLAT II", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN CUTS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS, NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDE WALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OF LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HEREIN GRANTED. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO METROPOLITAN UTILITY DISTRICT OF OMAHA, THEIR SUCCESSORS AND ASSIGNS TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, VALVE AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, AVENUES AND CIRCLES, WHETHER PUBLIC OR PRIVATE, NO PERMANENT BUILDINGS OR RETAINING WALL SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED IN WITNESS WHEREOF WE DO SET OUR NAME THIS _____ DAY OF _____ 2023.

WENDY S. GIBSON REVOCABLE TRUST
BY WENDY S. GIBSON, TRUSTEE

FREEMAN CO INC
BY SUSAN DENNIS, PRESIDENT

FA PROPERTIES LLC
BY REYES BARRERA, MANAGING PARTNER

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY } SS

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED WENDY S. GIBSON, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

DATE _____ NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY } SS

ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED SUSAN DENNIS PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

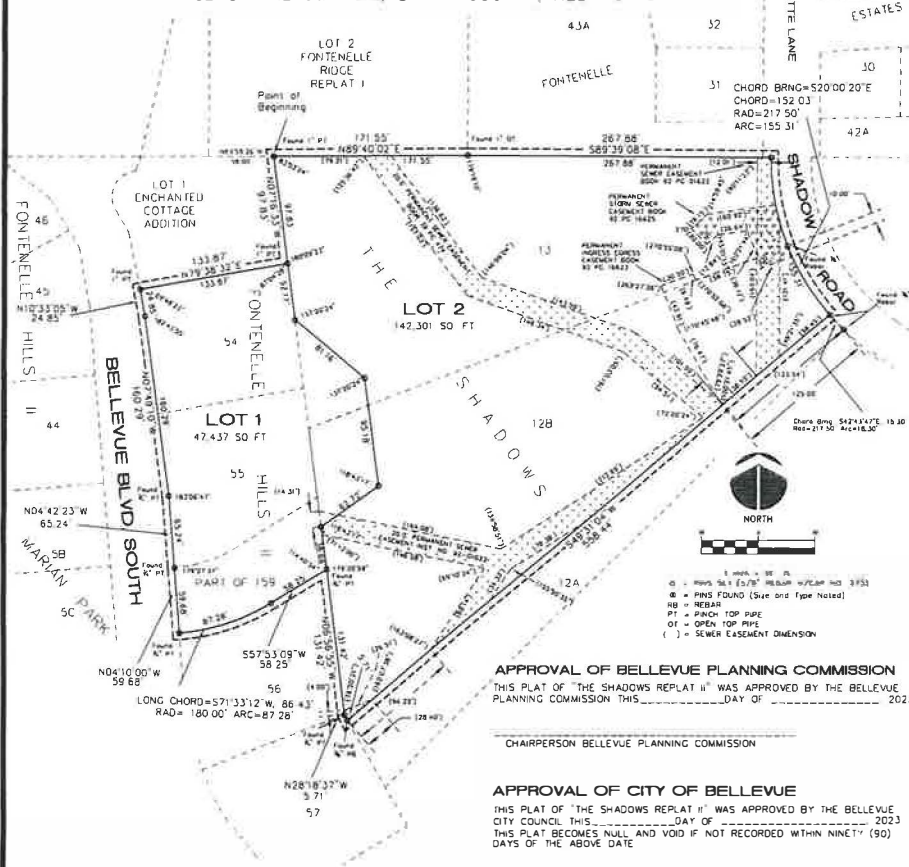
DATE _____ NOTARY PUBLIC

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SAPPY } SS

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

DATE _____ NOTARY PUBLIC



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

CHAIRPERSON BELLEVUE PLANNING COMMISSION _____

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

ATTEST: CITY CLERK _____ MAYOR CITY OF BELLEVUE _____

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

DATE _____ COUNTY TREASURER _____

REVIEW BY SAPPY COUNTY PUBLIC WORKS
THIS PLAT OF "THE SHADOWS REPLAT II" WAS REVIEWED BY THE SAPPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____ 2023.

SAPPY COUNTY SURVEYOR/ENGINEER _____

RECEIVED
NOV 08 2023
PLANNING DEPT.

SURVEY: RCH/JEH
PK-CAL/CLC
DRAWN: RCH
DATE: 09/26/2023
10/26/2023
11/03/2023
11/08/2023

THE SHADOWS REPLAT II
ADMINISTRATIVE SUBDIVISION PLAT
NE1/4 SEC. 25, T14N, R13E OF THE 6TH P.M.
SAPPY COUNTY, NEBRASKA

HILL-FARRELL ASSOCIATES, INC.
Surveyors
Land
14402 Ashlar Lane Road, Bellevue, NE 68005 (402) 261-6100



PROJECT NO
SHADOWS I

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
1/16/2024

COUNCIL MEETING DATE: December 5, 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 annex Tax Lot 18, located in Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.
Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this annexation request.

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Ord. No. 4140 - Area #1
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: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to annex Tax Lot 18, located in the Southwest ¼ of Section 23, T13N, R13E, of the 6th P.M., Sarp County, NE, and all abutting rights-of-way.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

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

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex unincorporated lots adjacent to the existing city limits. We have divided the lots into four geographical areas and have labeled them as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

FINANCIAL ANALYSIS

The unincorporated lots will add \$3,823,580 in valuation.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 16 parcels and 7 dwelling units. The population estimate of 18 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$317,015 for the current

budget year. Below is a summary of those comments; full responses are attached to this report.

Parks Department – no existing parks or park facilities in this area currently. Jim Shada, Parks and Recreation Director, stated the proposed annexation would have very little effect on the Parks and Recreation Departments.

Wastewater – Sewer infrastructure is in the process of being constructed to service this area.

Street Department - additional 13.25 lane miles to maintain; 1 additional FTE personnel (\$50,000); increase in operational expenses of \$112,015; capital expenses-one single-axle plow truck, crash trailer for Highway 34 maintenance, and message/arrow board (\$205,000)

Police Department - the areas in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

Code Enforcement – request one additional inspector as these areas are developed.

Library – not a great impact due to only a few residences currently in the area. Library Director Julie Dinville indicates as the city continues to grow south and west, additional library services (to include a possible second branch) should be discussed.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City’s levy being added to the tax bill. The properties involved in this annexation are in two different school districts resulting in two different total property tax levies across all the lots in this proposal. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>Area</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
Proposed Area #1	0.440628	\$440.63
Proposed Area #2	0.440628	\$440.64
Proposed Area #3	0.440628	\$440.63

Proposed Area #4

0.440628

\$440.63

The change in levy is due to the addition of the Bellevue levy of 0.610000 (General 0.470000 and Bond 0.140000) and the removal of the Eastern Sarpy Fire General and Eastern Sarpy Fire Bond (0.151225 and 0.018147).

Property tax changes will be effective for taxes assessed in 2024 and due in 2025.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non-residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

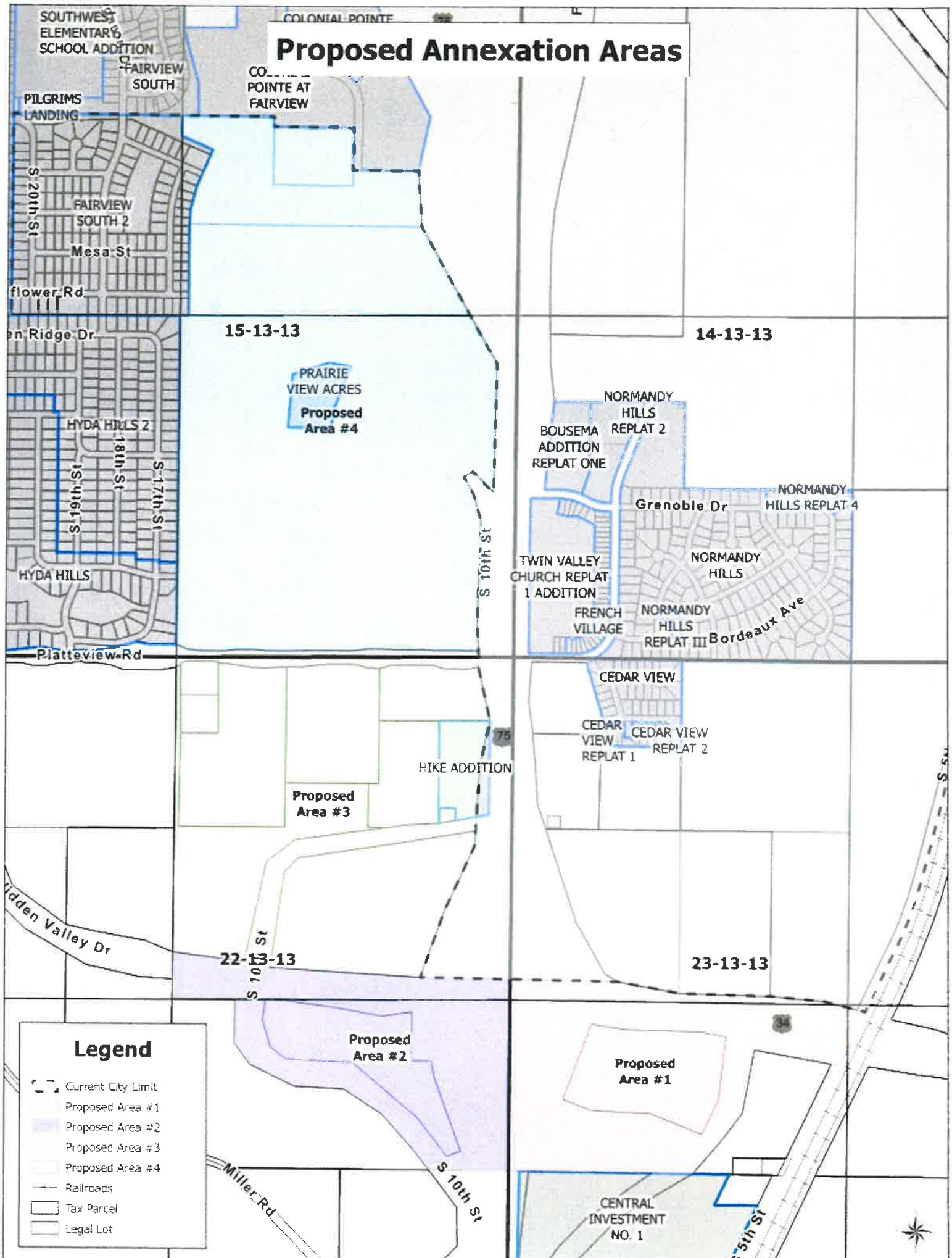
PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

Proposed Annexation Areas



Legend

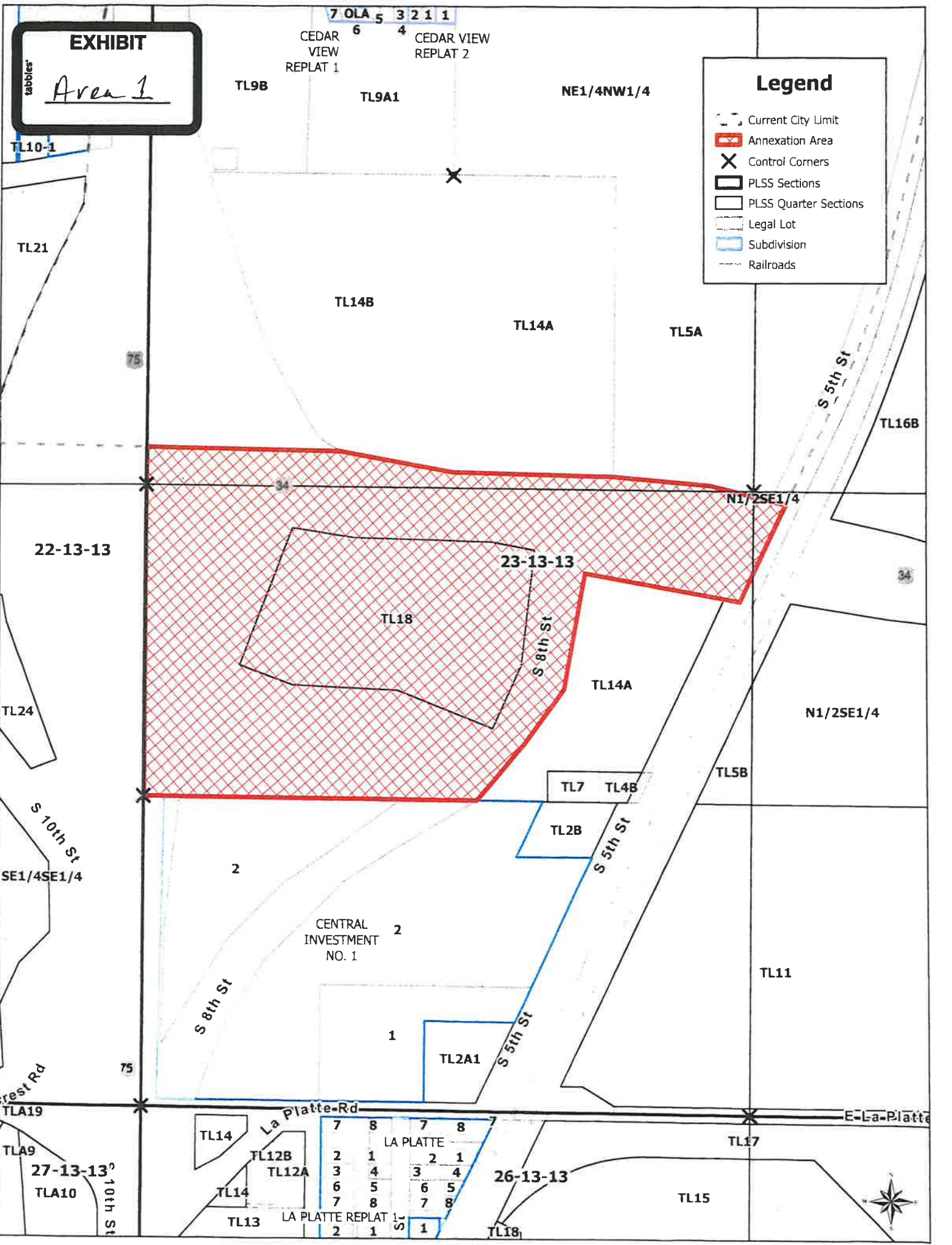
- Current City Limit
- Proposed Area #1
- Proposed Area #2
- Proposed Area #3
- Proposed Area #4
- Railroads
- Tax Parcel
- Legal Lot



EXHIBIT
Area 1

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLS Sections
- PLS Quarter Sections
- Legal Lot
- Subdivision
- Railroads



Tammi Palm

From: Jim Shada
Sent: Thursday, October 26, 2023 11:05 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,
This proposed annexation project would have very little effect on the Parks & Recreation Departments.
Thanks,
Jim

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

Good morning,

City Administration would like to move forward to annex the attached properties. This would be on our November 16th Planning Commission agenda for public hearing. As such, I'm asking for a very quick turnaround for comments as to how this would impact your department.

If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354



MEMORANDUM

To: Dave Goedecken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED
NOV 02 2023
PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2023-24 operational maintenance budget (roughly 690 lane miles, is funded at \$5,833,249.15 in total. This rate of funding breaks down to \$8,453.98 per lane mile for operational department expenditures. This package totals roughly 13.25 lane miles and would require a baseline funding adjustment of 2% above the current year's budgeted levels to meet annual operational needs for the fiscal year. .

***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

ii.) Cost highlights

- a. Street lighting costs
- b. Snow removal including material application
- c. ROW mowing 24.18-acre addition, \$10,140 added to annual contract cost
- d. Lane markings for current county roads and Hwy 34
- e. Inclusion of culverts (2) for inspection costs contracted with HGM
- f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) EQUIPMENT NEEDS

Snow removal, route equipment

To provide current levels of service during snow removal operations in the winter months, the department uses forty-three (43) pieces of equipment to curb winter storms within a targeted level of service of 12 hours. This averages 16.05 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One single-axle plow truck, crash trailer for HWY 34 maintenance, message/arrow board.

Estimated first-year equipment cost to cover areas above potential approved budget - \$205,000.

Tammi Palm

From: Ken Clary
Sent: Monday, October 23, 2023 12:12 PM
To: Tammi Palm
Cc: Jim Ristow
Subject: RE: Proposed annexation

I discussed this with Mr. Ristow this morning. There is no impact in the current fiscal year – with the current layout of those properties. We will draw in resources in our 2024/25 budget request (and beyond) to accommodate future growth per the conversation this morning.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
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Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

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Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

Good morning,

City Administration would like to move forward to annex the attached properties. This would be on our November 16th Planning Commission agenda for public hearing. As such, I'm asking for a very quick turnaround for comments as to how this would impact your department.

If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

ORDINANCE NO. 4140

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Tax Lot 18, located in the Southwest $\frac{1}{4}$ of Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. More accurately described as follows: Beginning at the Northwest corner of the Southwest Quarter of Section 23, T13N, R13E; thence North along the West Line of the said quarter to a point on the existing city limits; thence East along the South line of the of the existing city limits to the intersection of the East line of S 5th Street and the North line of State Hwy 34; thence South along the East line of S 5th Street to a point on the South line of State Hwy 34; thence Northwesterly along the South boundary of Hwy 34 also being the North line of Tax Lot 14A of Section 23 to the NW corner of Tax Lot 14A; thence South along the West boundary of Tax Lot 14A to the SW corner of said tax lot also being a point along the South boundary of Northwest quarter of Section 23 and also being the Northwest corner of Lot 2 Central Investment No. 1; thence West to the Southwest corner of the Northwest quarter of the Southwest quarter; thence North along the west line of the Southwest quarter to the point of beginning. Containing approximately 67.20 acres.

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c.
1/16/2024

COUNCIL MEETING DATE: December 5, 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 annex Tax Lot 24, located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this annexation request.

ATTACHMENTS:

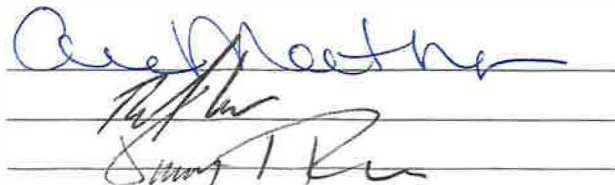
1. PC Recommendation	2. Staff Report	3. Ord. No. 4141 - Area #2
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to annex Tax Lot 24, located in the Southeast $\frac{1}{4}$ of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

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

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex unincorporated lots adjacent to the existing city limits. We have divided the lots into four geographical areas and have labeled them as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

FINANCIAL ANALYSIS

The unincorporated lots will add \$3,823,580 in valuation.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 16 parcels and 7 dwelling units. The population estimate of 18 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$317,015 for the current

budget year. Below is a summary of those comments; full responses are attached to this report.

Parks Department – no existing parks or park facilities in this area currently. Jim Shada, Parks and Recreation Director, stated the proposed annexation would have very little effect on the Parks and Recreation Departments.

Wastewater – Sewer infrastructure is in the process of being constructed to service this area.

Street Department - additional 13.25 lane miles to maintain; 1 additional FTE personnel (\$50,000); increase in operational expenses of \$112,015; capital expenses-one single-axle plow truck, crash trailer for Highway 34 maintenance, and message/arrow board (\$205,000)

Police Department - the areas in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

Code Enforcement – request one additional inspector as these areas are developed.

Library – not a great impact due to only a few residences currently in the area. Library Director Julie Dinville indicates as the city continues to grow south and west, additional library services (to include a possible second branch) should be discussed.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City’s levy being added to the tax bill. The properties involved in this annexation are in two different school districts resulting in two different total property tax levies across all the lots in this proposal. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>Area</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
Proposed Area #1	0.440628	\$440.63
Proposed Area #2	0.440628	\$440.64
Proposed Area #3	0.440628	\$440.63

Proposed Area #4

0.440628

\$440.63

The change in levy is due to the addition of the Bellevue levy of 0.610000 (General 0.470000 and Bond 0.140000) and the removal of the Eastern Sarpy Fire General and Eastern Sarpy Fire Bond (0.151225 and 0.018147).

Property tax changes will be effective for taxes assessed in 2024 and due in 2025.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non- residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

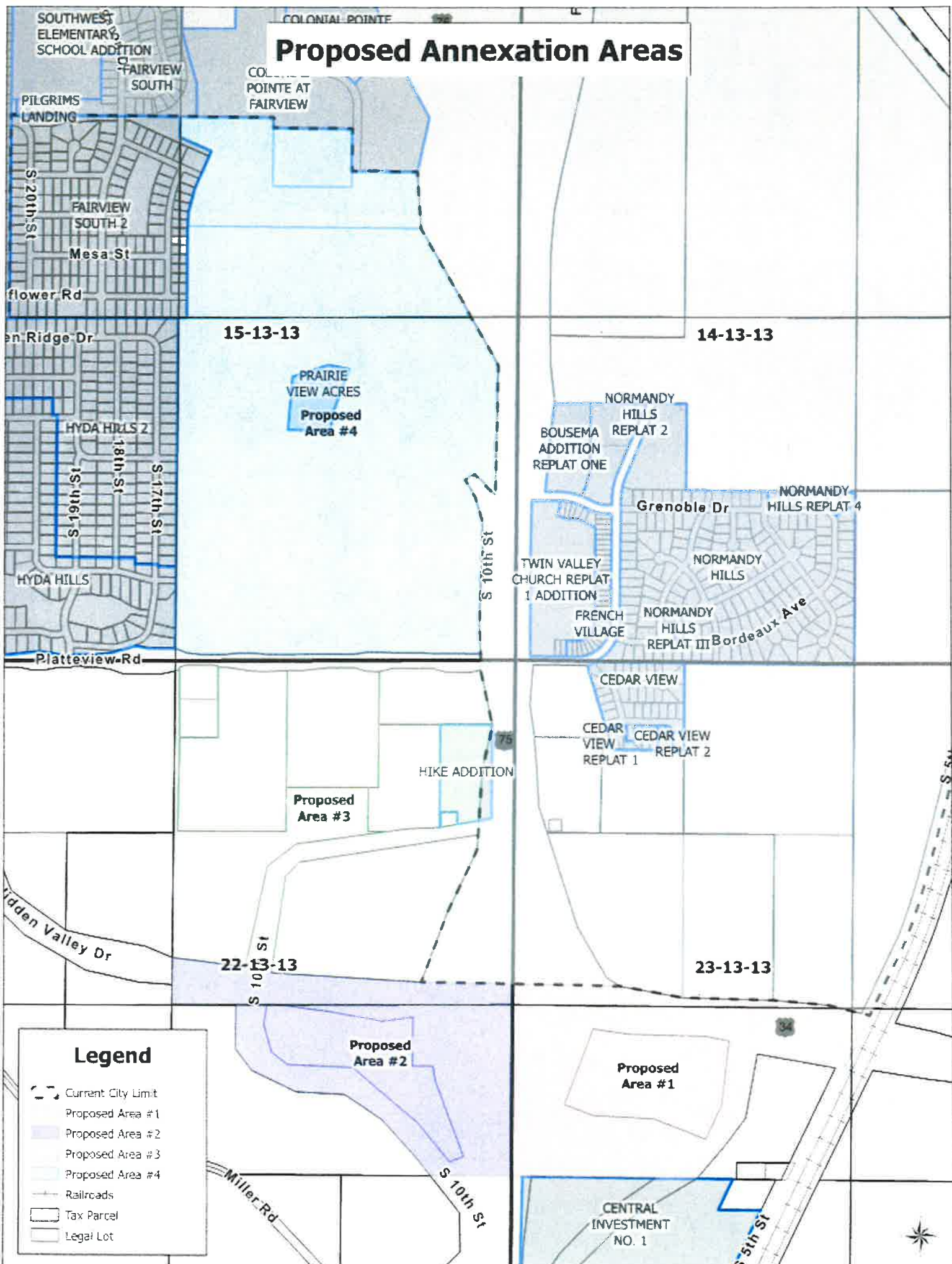
PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

Proposed Annexation Areas



Legend

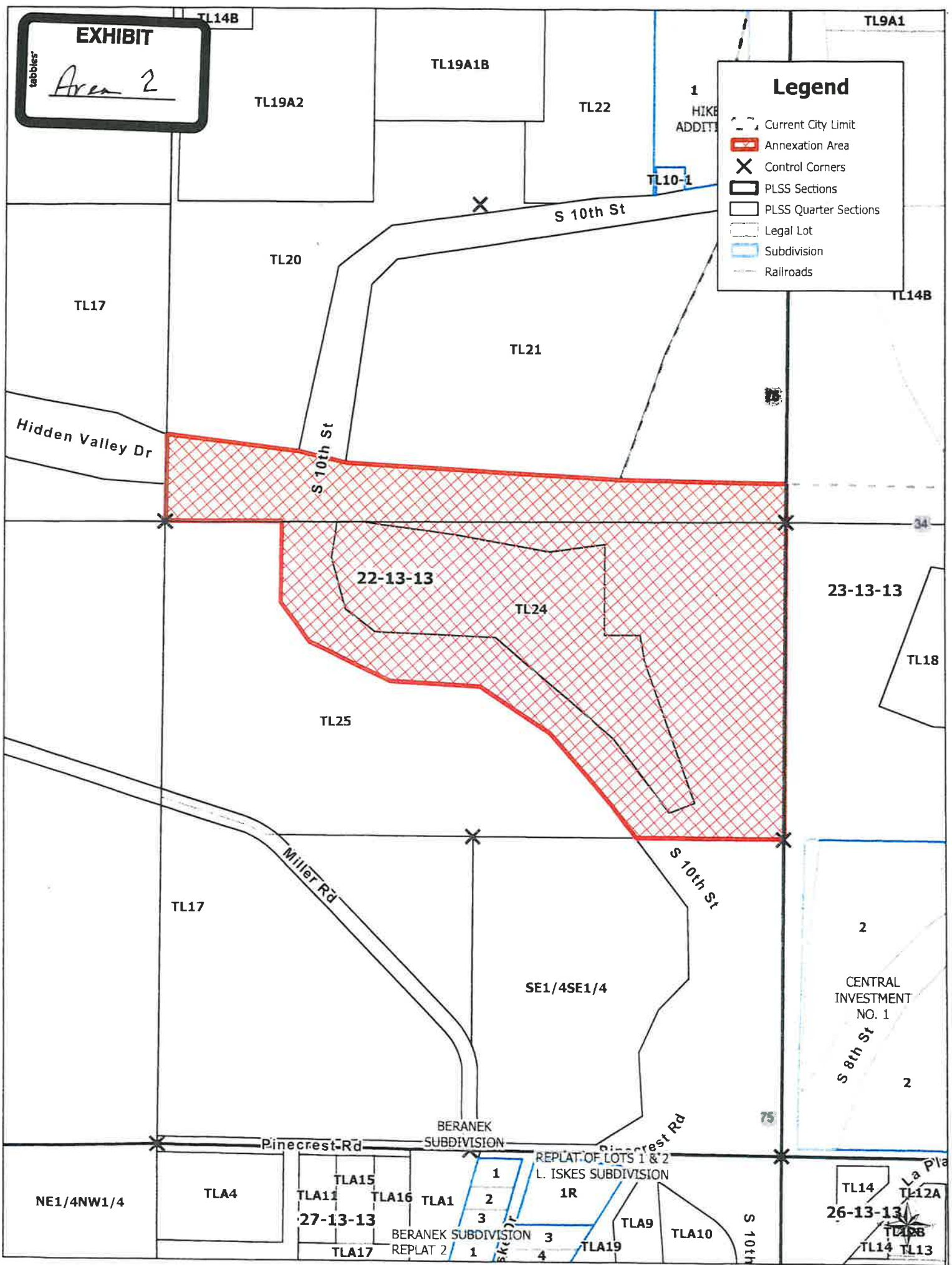
- Current City Limit
- Proposed Area #1
- Proposed Area #2
- Proposed Area #3
- Proposed Area #4
- Railroads
- Tax Parcel
- Legal Lot



EXHIBIT
tabbles
Area 2

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLSS Sections
- PLSS Quarter Sections
- Legal Lot
- Subdivision
- Railroads



Tammi Palm

From: Jim Shada
Sent: Thursday, October 26, 2023 11:05 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,
This proposed annexation project would have very little effect on the Parks & Recreation Departments.
Thanks,
Jim

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
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If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED
NOV 02 2023
PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2023-24 operational maintenance budget (roughly 690 lane miles, is funded at \$5,833,249.15 in total. This rate of funding breaks down to \$8,453.98 per lane mile for operational department expenditures. This package totals roughly 13.25 lane miles and would require a baseline funding adjustment of 2% above the current year's budgeted levels to meet annual operational needs for the fiscal year. .

***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

- ii.) Cost highlights
 - a. Street lighting costs
 - b. Snow removal including material application
 - c. ROW mowing 24.18-acre addition, \$10,140 added to annual contract cost
 - d. Lane markings for current county roads and Hwy 34
 - e. Inclusion of culverts (2) for inspection costs contracted with HGM
 - f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) EQUIPMENT NEEDS

Snow removal, route equipment

To provide current levels of service during snow removal operations in the winter months, the department uses forty-three (43) pieces of equipment to curb winter storms within a targeted level of service of 12 hours. This averages 16.05 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One single-axle plow truck, crash trailer for HWY 34 maintenance, message/arrow board.

Estimated first-year equipment cost to cover areas above potential approved budget - \$205,000.

Tammi Palm

From: Ken Clary
Sent: Monday, October 23, 2023 12:12 PM
To: Tammi Palm
Cc: Jim Ristow
Subject: RE: Proposed annexation

I discussed this with Mr. Ristow this morning. There is no impact in the current fiscal year – with the current layout of those properties. We will draw in resources in our 2024/25 budget request (and beyond) to accommodate future growth per the conversation this morning.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
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Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

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Please let me know if you have any questions.

Thanks!

ORDINANCE NO. 4141

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Tax Lot 24, located in the Southeast $\frac{1}{4}$ of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. More accurately described as follows: Beginning at the Center corner of Section 22, T13N, R13E; thence North along the West line of the Northeast quarter to the north boundary of Hidden Valley Dr right-of-way; thence East along the North boundary of Hidden Valley Dr to the Southeast quarter of Tax Lot 21 of Section 22, also being a point on the south boundary of the existing city limits; thence East along the South boundary of the existing city limits to the East line of the Northeast quarter; thence South along the East line of the Section 22 to the Southwest corner of the Northeast quarter of the Southeast quarter; thence West along the South line of the Northeast quarter of the Southeast quarter to a point on the West line of S 10th Street; thence Northwesterly along S 10th Street to the Northeast corner of Tax Lot 25; thence West along the North boundary of Tax Lot 25, also being the South line of Hidden Valley Dr, to the point of beginning. Containing approximately 59.27 acres.

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11d.
1/16/2024

COUNCIL MEETING DATE: December 5, 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 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.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this annexation request.

ATTACHMENTS:

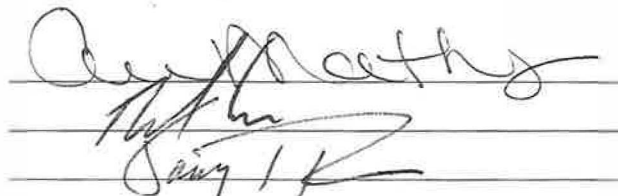
1. PC Recommendation	2. Staff Report	3. Ord. No. 4142 - Area #3
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: 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.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

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

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

The City of Bellevue is proposing to annex unincorporated lots adjacent to the existing city limits. We have divided the lots into four geographical areas and have labeled them as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

FINANCIAL ANALYSIS

The unincorporated lots will add \$3,823,580 in valuation.

In addition to property tax revenue, the City will also receive sales tax revenue from items delivered to residences in these areas, as well as from automobile purchases. Occupation taxes would also be collected on such things as phone and cable bills. The amount of revenue generated from these sources is unknown at this time.

Based upon the projected revenue and costs associated with this annexation, including the departmental needs for personnel and equipment as noted below, this annexation package is financially feasible for the City to undertake. Long-term capital projects will need to be addressed separately through the budget and CIP process.

DEMOGRAPHICS

The areas proposed for annexation consist of 16 parcels and 7 dwelling units. The population estimate of 18 is based upon the 2020 Census.

DEPARTMENT REVIEW

The annexation proposal was sent out to other City departments for review, with a request for each to identify additional personnel and equipment needed to provide services to these areas. Based on the information provided the estimated increase in department costs would be \$317,015 for the current

budget year. Below is a summary of those comments; full responses are attached to this report.

Parks Department – no existing parks or park facilities in this area currently. Jim Shada, Parks and Recreation Director, stated the proposed annexation would have very little effect on the Parks and Recreation Departments.

Wastewater – Sewer infrastructure is in the process of being constructed to service this area.

Street Department - additional 13.25 lane miles to maintain; 1 additional FTE personnel (\$50,000); increase in operational expenses of \$112,015; capital expenses-one single-axle plow truck, crash trailer for Highway 34 maintenance, and message/arrow board (\$205,000)

Police Department - the areas in this annexation proposal would have a limited impact and no additional personnel or equipment needs at this time.

Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

Code Enforcement – request one additional inspector as these areas are developed.

Library – not a great impact due to only a few residences currently in the area. Library Director Julie Dinville indicates as the city continues to grow south and west, additional library services (to include a possible second branch) should be discussed.

AFFECT ON ANNEXED AREAS

Areas that are annexed into the City will begin receiving City services on the effective date of the annexation. These services include street maintenance and snow removal, police response, wastewater service, trash removal, free library cards, and specialized transportation services.

Property taxes

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill. The properties involved in this annexation are in two different school districts resulting in two different total property tax levies across all the lots in this proposal. Total tax amounts are impossible to predict as they are subject to changes in assessed valuations and changes in the tax levy of the various taxing jurisdictions.

<u>Area</u>	<u>Change in levy</u>	<u>Change in property taxes per \$100,000 valuation</u>
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Proposed Area #2	0.440628	\$440.64
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Proposed Area #4

0.440628

\$440.63

The change in levy is due to the addition of the Bellevue levy of 0.610000 (General 0.470000 and Bond 0.140000) and the removal of the Eastern Sarpy Fire General and Eastern Sarpy Fire Bond (0.151225 and 0.018147).

Property tax changes will be effective for taxes assessed in 2024 and due in 2025.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non-residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

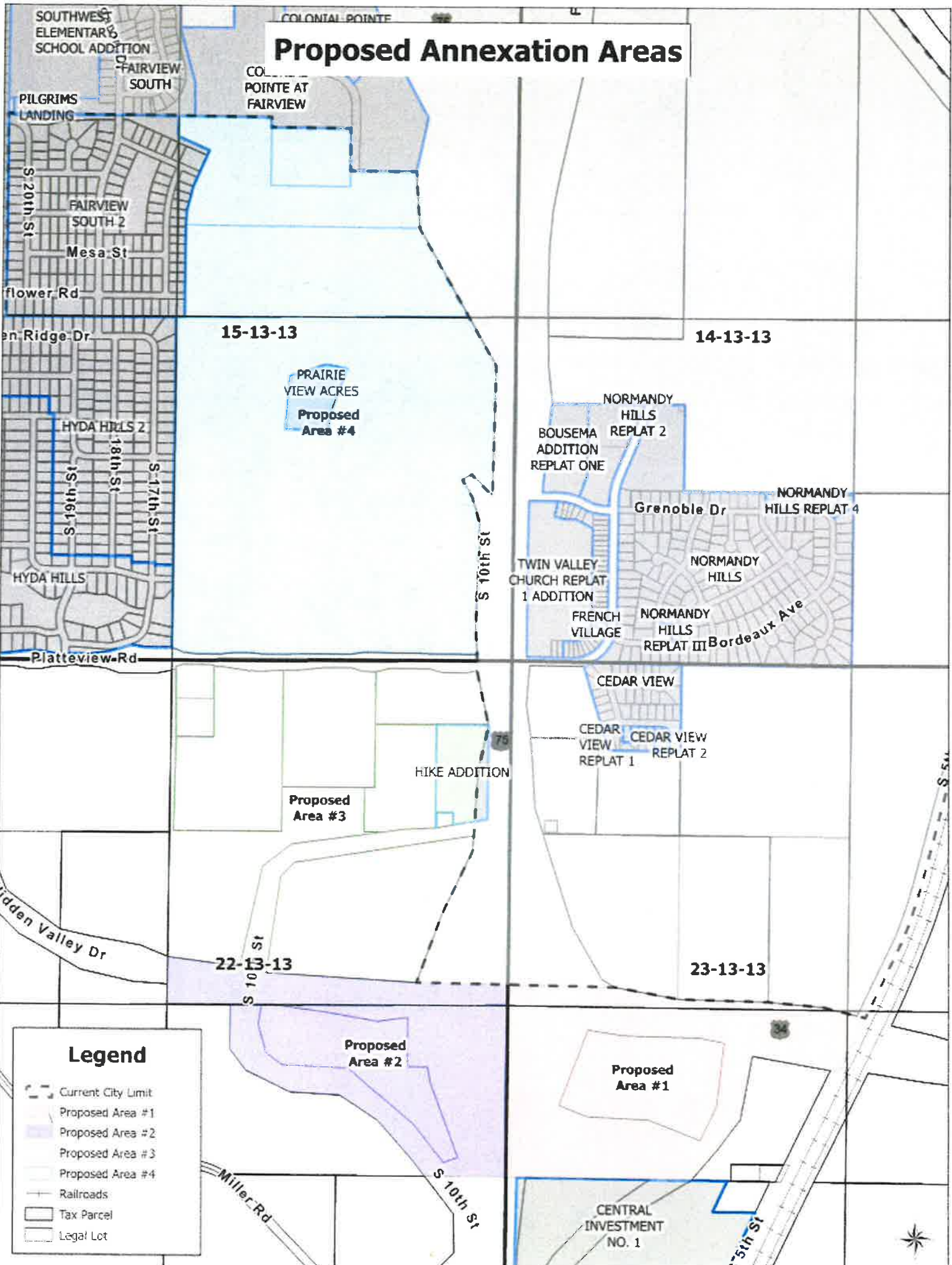
PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

Proposed Annexation Areas



15-13-13

14-13-13

22-13-13

23-13-13

Legend

- Current City Limit
- Proposed Area #1
- Proposed Area #2
- Proposed Area #3
- Proposed Area #4
- Railroads
- Tax Parcel
- Legal Lot



EXHIBIT

Area 3

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLSS Sections
- PLSS Quarter Sections
- Legal Lot
- Subdivision
- Railroads

15-13-13 TL4

HYDA HILLS 2

BOUSEMA 1
ADDITION REPLAT
ONE
37A
38A
38B

76 101 116 141 158
108 109 131
55 54 53 149 150
Meadowlark Ln
103 105 107
102 104 106 108 50
HYDA HILLS
OL4 OL5
42 43 44 45 46 47 48 49
OL6

Platteview Rd

Platteview Rd

13B
16B 14A
1A 15B
1B 14B
37

CEDAR VIEW
TL9A1

TL1

TL13

TL14B

TL19A1A1A

TL19A1B

TL19A2

TL22

1 HIKE
ADDITION

TL10-1

TL9B

TL17

TL20

S 10th St

TL14B

22-13-13

TL21

23-13-13

75

Hidden Valley Dr

S 10th St

TL17

TL24

TL18

TL25



Tammi Palm

From: Jim Shada
Sent: Thursday, October 26, 2023 11:05 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,
This proposed annexation project would have very little effect on the Parks & Recreation Departments.
Thanks,
Jim

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

Good morning,

City Administration would like to move forward to annex the attached properties. This would be on our November 16th Planning Commission agenda for public hearing. As such, I'm asking for a very quick turnaround for comments as to how this would impact your department.

If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED

NOV 02 2023

PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- o **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2023-24 operational maintenance budget (roughly 690 lane miles, is funded at \$5,833,249.15 in total. This rate of funding breaks down to \$8,453.98 per lane mile for operational department expenditures. This package totals roughly 13.25 lane miles and would require a baseline funding adjustment of 2% above the current year's budgeted levels to meet annual operational needs for the fiscal year. .

***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

ii.) Cost highlights

- a. Street lighting costs
- b. Snow removal including material application
- c. ROW mowing 24.18-acre addition, \$10,140 added to annual contract cost
- d. Lane markings for current county roads and Hwy 34
- e. Inclusion of culverts (2) for inspection costs contracted with HGM
- f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) **MANPOWER NEEDS**

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) **EQUIPMENT NEEDS**

Snow removal, route equipment

To provide current levels of service during snow removal operations in the winter months, the department uses forty-three (43) pieces of equipment to curb winter storms within a targeted level of service of 12 hours. This averages 16.05 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One single-axle plow truck, crash trailer for HWY 34 maintenance, message/arrow board.

Estimated first-year equipment cost to cover areas above potential approved budget - \$205,000.

Tammi Palm

From: Ken Clary
Sent: Monday, October 23, 2023 12:12 PM
To: Tammi Palm
Cc: Jim Ristow
Subject: RE: Proposed annexation

I discussed this with Mr. Ristow this morning. There is no impact in the current fiscal year – with the current layout of those properties. We will draw in resources in our 2024/25 budget request (and beyond) to accommodate future growth per the conversation this morning.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedecken <david.goedecken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
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If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

ORDINANCE NO. 4142

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

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.

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11e.
1/16/2024

COUNCIL MEETING DATE: December 5, 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 annex the Southeast ¼ (Parcel 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.

SYNOPSIS/BACKGROUND:

The City of Bellevue is proposing to annex a number of unincorporated lots adjacent to the existing city limits. The lots have been divided into four geographical areas and labeled as Annexation Areas #1 through #4. These areas consist of sixteen (16) parcels.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this annexation request.

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4143 - Area #4"/>
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: City of Bellevue

CITY COUNCIL HEARING DATE: December 19, 2023

REQUEST: to annex the Southeast ¼ (Parcel 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.

On November 16, 2023, the City of Bellevue Planning Commission voted nine yes, zero no, zero absent and zero abstained:

APPROVAL based upon the natural growth and development of the city.

VOTE:

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

Planning Commission Hearing (s) was held on: November 16, 2023



CITY OF BELLEVUE
Planning Department
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To: City Council
Mayor Hike
City Administrator Ristow
From: Tammi Palm, Planning Director
Angela Curry, Assistant Planning Manager
Date: November 28, 2023
Subject: City of Bellevue annexation proposal

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Fire Department - no impact. This area is already covered by the Bellevue Fire Department.

Code Enforcement – request one additional inspector as these areas are developed.

Library – not a great impact due to only a few residences currently in the area. Library Director Julie Dinville indicates as the city continues to grow south and west, additional library services (to include a possible second branch) should be discussed.

AFFECT ON ANNEXED AREAS

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The change in levy is due to the addition of the Bellevue levy of 0.610000 (General 0.470000 and Bond 0.140000) and the removal of the Eastern Sarpy Fire General and Eastern Sarpy Fire Bond (0.151225 and 0.018147).

Property tax changes will be effective for taxes assessed in 2024 and due in 2025.

Sales Taxes

City residents are required to pay City sales taxes on items delivered to their homes. This will affect people who buy items on-line or have deliveries from stores such as Nebraska Furniture Mart. The sales tax will also apply to new vehicle purchases. The City's sales tax rate is 1.5%.

Trash pick-up

The City contracts with Papillion Sanitation for residential trash pick-up in the city limits. Residents have the option of choosing 35-, 65-, or 95-gallon trash containers at a cost of \$14.10, \$17.10, or \$19.99 per month, respectively. Residential recycling and yard waste are included in the monthly charge. Billing for trash pick-up is included in the monthly MUD water/gas bill for residents and is not optional for residents. If a new resident wishes to keep his/her current trash service they may, but they will still be billed for Papillion Sanitation service on their MUD bill.

School Districts

The annexation has no effect on school district boundaries.

Post Office/Zip Code

The annexation has no effect on zip codes and which post office serves a particular area.

Planning, Zoning, Building Permits

All areas under consideration for annexation are currently within the City's extra-territorial jurisdiction and are subject to planning, zoning, and permitting requirements. Annexation will have no effect on this. Current uses of a property will be allowed to remain provided they were lawfully established.

Wastewater

Bellevue residents currently pay a minimum monthly wastewater service fee of \$18.79. Non- residents pay the City of Omaha minimum fee of \$39.18, new residents will see a monthly savings of approximately \$20.

Pets

City residents are required to license their pets through the Nebraska Humane Society. There is no change to the number of permitted household pets (three) as that regulation is in the Zoning Ordinance.

Other

In addition to those items above, residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

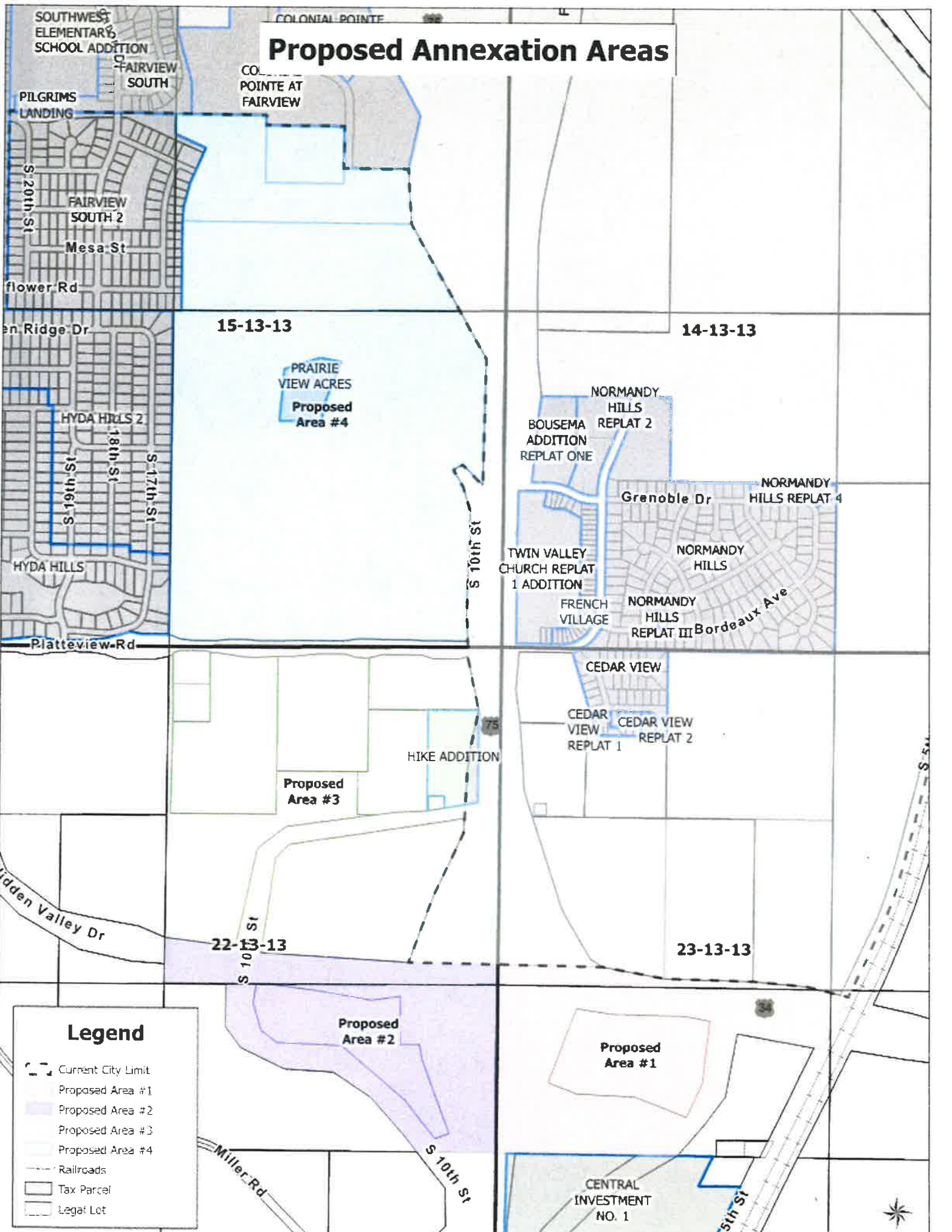
PLANNING DEPARTMENT RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon the natural growth and development of the City.

Proposed Annexation Areas



Legend

- Current City Limit
- Proposed Area #1
- Proposed Area #2
- Proposed Area #3
- Proposed Area #4
- Railroads
- Tax Parcel
- Legal Lot

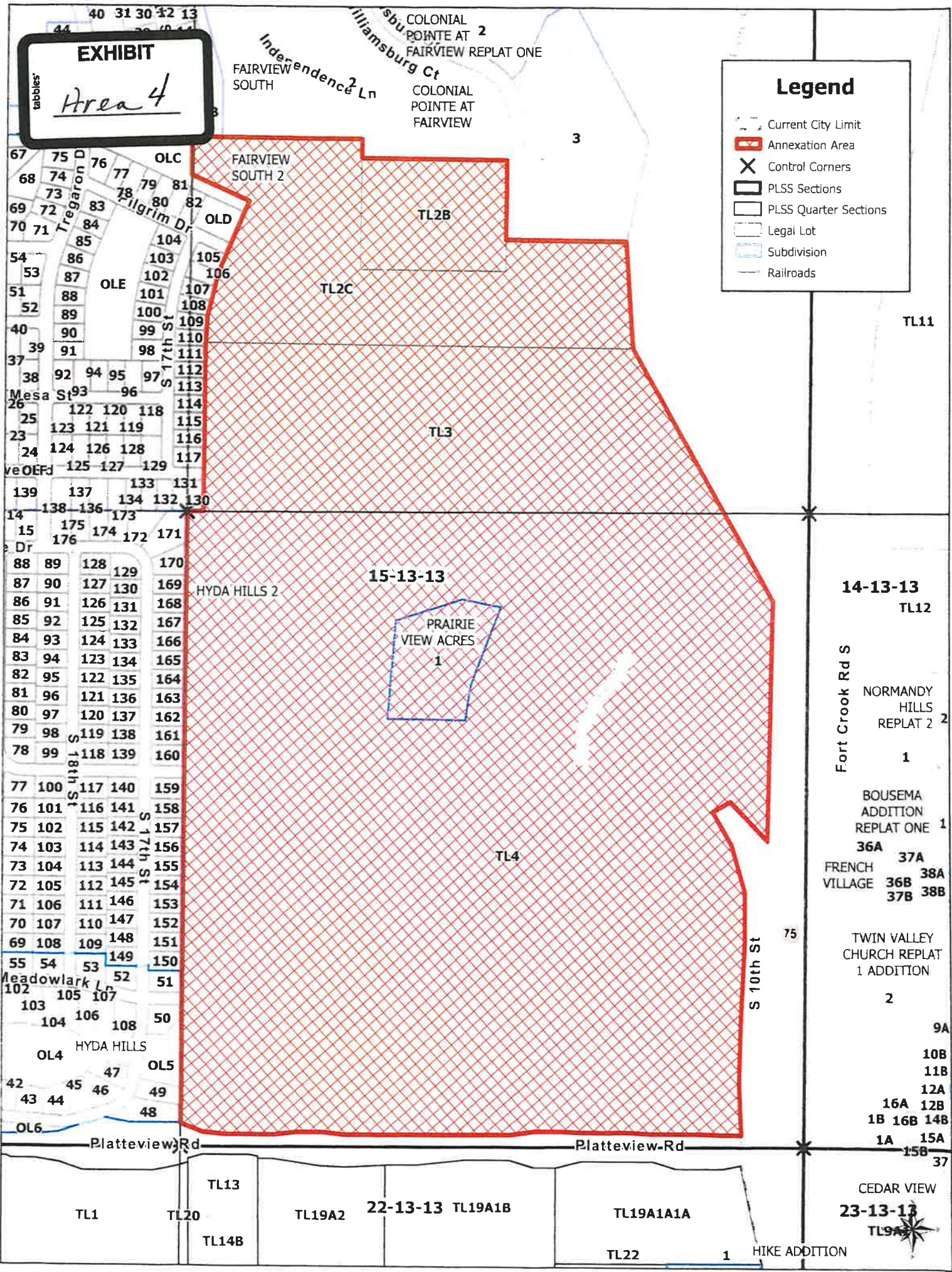


EXHIBIT

Area 4

Legend

- Current City Limit
- Annexation Area
- Control Corners
- PLSS Sections
- PLSS Quarter Sections
- Legal Lot
- Subdivision
- Railroads



COLONIAL
 POINTE AT
 FAIRVIEW REPLAT ONE
 COLONIAL
 POINTE AT
 FAIRVIEW

FAIRVIEW
 SOUTH

FAIRVIEW
 SOUTH 2

OLD

OLE

HYDA HILLS 2

PRAIRIE
 VIEW ACRES
 1

15-13-13

14-13-13

NORMANDY
 HILLS
 REPLAT 2

BOUSEMA
 ADDITION
 REPLAT ONE

FRENCH
 VILLAGE

TWIN VALLEY
 CHURCH REPLAT
 1 ADDITION

CEDAR VIEW
 23-13-13

S 10th St

Platteview Rd

Platteview Rd

HIKE ADDITION

TL11

TL12

1

2

1

9A

10B

11B

12A

16A 12B

1B 16B 14B

1A 15A

15B 37

TL13

TL19A2

22-13-13 TL19A1B

TL19A1A1A

TL22

TL1

TL20

TL14B

TL9A

1

37

Tammi Palm

From: Jim Shada
Sent: Thursday, October 26, 2023 11:05 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,
This proposed annexation project would have very little effect on the Parks & Recreation Departments.
Thanks,
Jim

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

Good morning,

City Administration would like to move forward to annex the attached properties. This would be on our November 16th Planning Commission agenda for public hearing. As such, I'm asking for a very quick turnaround for comments as to how this would impact your department.

If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354



MEMORANDUM

To: Dave Goedeken Public Works Director
From: Bobby Riggs Street Superintendent
Subject: Annexation Package Impact Review
Date: October 31, 2023

RECEIVED
NOV 02 2023
PLANNING DEPT.

I. Annexation Package

Lane Mile Additions – 2% increase over existing

- **Package, Total Lane Miles = 13.25**

II. Costs:

A. Department operational budget

Required increases to for maintenance, material costs to maintain existing service levels

- i.) The Street Dept. fiscal 2023-24 operational maintenance budget (roughly 690 lane miles, is funded at \$5,833,249.15 in total. This rate of funding breaks down to \$8,453.98 per lane mile for operational department expenditures. This package totals roughly 13.25 lane miles and would require a baseline funding adjustment of 2% above the current year's budgeted levels to meet annual operational needs for the fiscal year. .

***Note: This number does not factor in an additional request for additional year-one staff and equipment to maintain operational baseline for maintaining levels of service.*

Estimated year-one base-line operational budget increase for FY23-24: \$112,015.

ii.) Cost highlights

- a. Street lighting costs
- b. Snow removal including material application
- c. ROW mowing 24.18-acre addition, \$10,140 added to annual contract cost
- d. Lane markings for current county roads and Hwy 34
- e. Inclusion of culverts (2) for inspection costs contracted with HGM
- f. Pavement rehab, crack sealing over first 3 yrs, approx \$100,000.



B. C.I.P. CONSIDERATIONS (Year-one costs)

i.) MANPOWER NEEDS

Recommendation (Current + Prior Annexations, Historical Staffing Numbers)

As of year-end, fiscal 22-23, the Street Department provided street pavement maintenance, snow removal, sign/signal maintenance and bi-annual street-sweeping on roughly 690 lane miles of roads.

Optimal staffing levels to adequately provide for yearly maintenance and levels of service should target 1 employee per 15.00 lane miles of roadway.

This package meets the threshold to add 1 full-time employee.

FY 2023-24 increased department Personnel cost assumption, above current levels for 1 full-time staff additions - \$50,000.

ii.) EQUIPMENT NEEDS

Snow removal, route equipment

To provide current levels of service during snow removal operations in the winter months, the department uses forty-three (43) pieces of equipment to curb winter storms within a targeted level of service of 12 hours. This averages 16.05 lane miles per unit. The proposed areas in this package would require adding one plow route for operations in the winter.

Equipment additions – One single-axle plow truck, crash trailer for HWY 34 maintenance, message/arrow board.

Estimated first-year equipment cost to cover areas above potential approved budget - \$205,000.

Tammi Palm

From: Ken Clary
Sent: Monday, October 23, 2023 12:12 PM
To: Tammi Palm
Cc: Jim Ristow
Subject: RE: Proposed annexation

I discussed this with Mr. Ristow this morning. There is no impact in the current fiscal year – with the current layout of those properties. We will draw in resources in our 2024/25 budget request (and beyond) to accommodate future growth per the conversation this morning.

KC

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
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Please let me know if you have any questions.

Thanks!

Best regards,

Tammi Palm

Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Joey Bockman
Sent: Monday, October 23, 2023 9:06 AM
To: Tammi Palm
Subject: Re: Proposed annexation

Well.... The more area we take on the more staffing Code would need as these area get developed. So I would say 1 more inspector.

Joseph Bockman Bellevue Code Enforcement Supervisor

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
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Thanks!

Best regards,

Tammi Palm

Planning Director
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1510 Wall Street
Bellevue, NE 68005
Office: (402) 293-3026
Direct: (402) 293-3038
Cell: (402) 515-6354

Tammi Palm

From: Julie Dinville
Sent: Tuesday, October 31, 2023 4:16 PM
To: Tammi Palm
Subject: Re: Proposed annexation

Tammi,

The areas under consideration do not, apparently, have many current residences. Therefore, the impact on us would not be great at this time. However, it does show a general trend to continue growing toward the south and west, which is something that we have been trying to deal with for some time in terms of providing services. Mr. Ristow has talked about a possible branch, and growth in these directions may increase the need for such in the future.

Thank you,

Julie Dinville
Library Director

City of Bellevue
Bellevue Public Library,
1003 Lincoln Road,
Bellevue NE 68005
Phone: 402-293-3157
julie.dinville@bellevue.net

From: Tammi Palm <Tammi.Palm@bellevue.net>
Sent: Monday, October 23, 2023 7:11 AM
To: Ken Clary <ken.clary@bellevue.net>; David Goedeken <david.goedeken@bellevue.net>; Julie Dinville <Julie.Dinville@bellevue.net>; Ashley Decker <ashley.decker@bellevue.net>; Richard Severson <richard.severson@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Guido, Perry <pguido@bellevue.net>
Cc: Joey Bockman <Joey.Bockman@bellevue.net>; Bobby Riggs <Bobby.Riggs@bellevue.net>; John Krager <John.Krager@bellevue.net>; Mike Christensen <Mike.Christensen@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Betts, Steven <steven.betts@bellevue.net>; Aimee Bataillon <abataillon@bellevue.net>; Annie Mathews <annie.mathews@bellevue.net>
Subject: Proposed annexation

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If you could please comment no later than October 31st, it would be appreciated.

Please let me know if you have any questions.

Thanks!

ORDINANCE NO. 4143

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

Southeast ¼ (Parcel 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.

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective January 31, 2024, after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this 16th day of January, 2024.

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.
1/16/2024

COUNCIL MEETING DATE: January 16, 2023		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, from RE to RE-PS, with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations. Applicant: TD2 Engineering and Surveying. General location: 10715 Old 36th Street.

SYNOPSIS/BACKGROUND:

Jon Carrell, on behalf of TD2 Engineering and Surveying, is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Perez Addition Replat One, for the purpose of single-family residential development. The property is presently zoned RE and the applicant is requesting a -PS overlay at staff's request. This area is comprised of acreages and low density residential, primarily due to its location in the Air Installation Compatible Use Zone (AICUZ) of Offutt Air Force Base. The AICUZ overlay regulates and restricts development within the zone as a safety measure. Staff recommended the -PS overlay due to the property's location within the the AICUZ zone. All traditional setbacks of the RE zoning will remain in place.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|---|--|---|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ord. No. 4145"/> |
| 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: TD2 Engineering and Surveying

CASE #'s: Z-2311-19, S-2311-16

CITY COUNCIL HEARING DATE: February 6, 2024

REQUEST: to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, from RE to RE-PS with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations.

On December 21, 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 and Subdivision Regulations, as well as a lack of perceived negative impact upon the surrounding area. APPROVAL also based on Offutt Air Force Base's review; contingent upon completion of the technical deficiencies prior to being placed on a city council agenda.

VOTE:

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

Planning Commission Hearing (s) was held on: December 21, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2311-19
S-2311-16

FOR HEARING OF:
REPORT #1: December 21, 2023
REPORT #2: January 16, 2024

I. GENERAL INFORMATION

A. APPLICANT:

TD2 Engineering and Surveying
Attn: Jon Carrell
10836 Old Mill Road
Omaha, NE 68154

B. PROPERTY OWNER:

Michael Perez
10715 Old 36th Street
Bellevue, NE 68123

C. GENERAL LOCATION:

10715 Old 36th Street

D. LEGAL DESCRIPTION:

Lots 1 and 2, Perez Addition Replat One, being a replat of part of Lot 3, Perez Addition, located in the Northwest ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Perez Addition Replat One from RE to RE-PS.
2. Small Subdivision Plat Lots 1 and 2, Perez Addition Replat One.
3. Waiver of Section 6-4, Subdivision Regulations.

F. EXISTING ZONING AND LAND USE:

RE/Single-Family Residential

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 10 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently being used as single-family residential and is developed with a single family residence constructed in 2015.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Agricultural/Multi-Family Residential, AG and RG-20
2. **East:** Agricultural/Single Family Residential, RE
3. **South:** Single Family Residential/RE
4. **West:** Agricultural, AG

C. REVELANT CASE HISTORY:

1. On September 22, 2005, the Planning Commission recommended denial of the request to rezone Lots 1 through 4, inclusive, Perez Addition, being a platting of Tax Lots 23 and 24, located in the West ½ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RE for the purpose of single-family residential development; and small subdivision plat Lots 1 through 4, Perez Addition. The City Council approved the aforementioned request on October 24, 2005.

2. On December 21, 2023, the Planning Commission recommended approval of the request to rezone Lots 1 and 2, Perez Addition Replat One, being a replat of Lot 3, Perez Addition, located in the Northwest 1/4 of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RE to RE-PS with site plan approval, for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Perez Addition Replat One; and waiver of Section 6-4, Subdivision Regulations.

D. APPLICABLE REGULATIONS:

1. Chapter 5, Subdivision Regulations, regarding Small Subdivision Plats.
2. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
3. Section 5.17, Zoning Ordinance, regarding -PS Planned Subdivision District.
4. Section 5.29, Zoning Ordinance, regarding Air Installation Compatible Use Zone; Clear Zone, Accident Potential Zones I and II, Noise Zones, and Height and Obstruction Criteria.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from a private easement obtained from the property owners of Lot 4, Perez Addition.

D. UTILITIES:

This area is not served by sanitary sewer.

E. ANALYSIS:

1. Jon Carrell, on behalf of TD2 Engineering and Surveying, is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Perez Addition Replat One, for the purpose of single family residential development.
2. This area is comprised of acreages and low density residential, primarily due to its location in the Air Installation Compatible Use Zone (AICUZ) of Offutt Air Force Base. The AICUZ overlay regulates and restricts development within the zone as a safety measure. Additionally, there is floodplain and floodway in this vicinity.

3. The property is presently zoned RE. The applicant is requesting a -PS overlay at staff's request. The purpose being so development can be controlled through the public hearing process. Staff recommended the -PS overlay due to the property's location within the AICUZ zone.

All traditional setbacks of the RE zoning district will remain in place.

4. The proposed site plan shows the boundary of the Accident Potential Zone II (APZ II zone) within the AICUZ. The property owner's proposed residence will lie outside the APZ II zone. The home will be within the noise contour. Preliminary reviews were done with Offutt AFB. They had no issues with the proposed platting as long as the home remains outside of the APZ II zone. The applicant has shown the proposed building envelope outside of this area on the site plan.

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, Sarpy County Planning, Sarpy County Public Works Department, Sarpy County Deputy Administrator, 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.

Krista Hoffart, Offutt AFB, stated "Applicant has worked with Offutt AFB to ensure that their project remains out of the Accident Potential Zone. No additional comments."

Public Works Engineer Matt Knight requested technical revisions to the plat. These comments have since been satisfied by the applicant's engineer.

6. In addition to the replatting and rezoning, the applicant is requesting a waiver of Section 6-4, Subdivision Regulations, pertaining to minimum design standards for access. Since the access easement serves more than one property, it is required to be designed to the city's minimum standards for a private or public street. The applicant is proposing a gravel access/drive to his residence which will come off an existing gravel access. Staff has no objection to this waiver based on existing conditions, as well as the fact this is an area where development is extremely limited due to the AICUZ overlay.

7. The Future Land Use Map of the Comprehensive Plan shows this area as being residential estates. The request is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, and lack of perceived negative impact upon the surrounding area. APPROVAL also based on Offutt Air Force Base's review; contingent upon completion of the technical deficiencies prior to being placed on a city council agenda.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, and lack of perceived negative impact upon the surrounding area. APPROVAL also based on Offutt Air Force Base's review; contingent upon completion of the technical deficiencies prior to being placed on a city council agenda.

VI. ATTACHMENTS TO REPORT

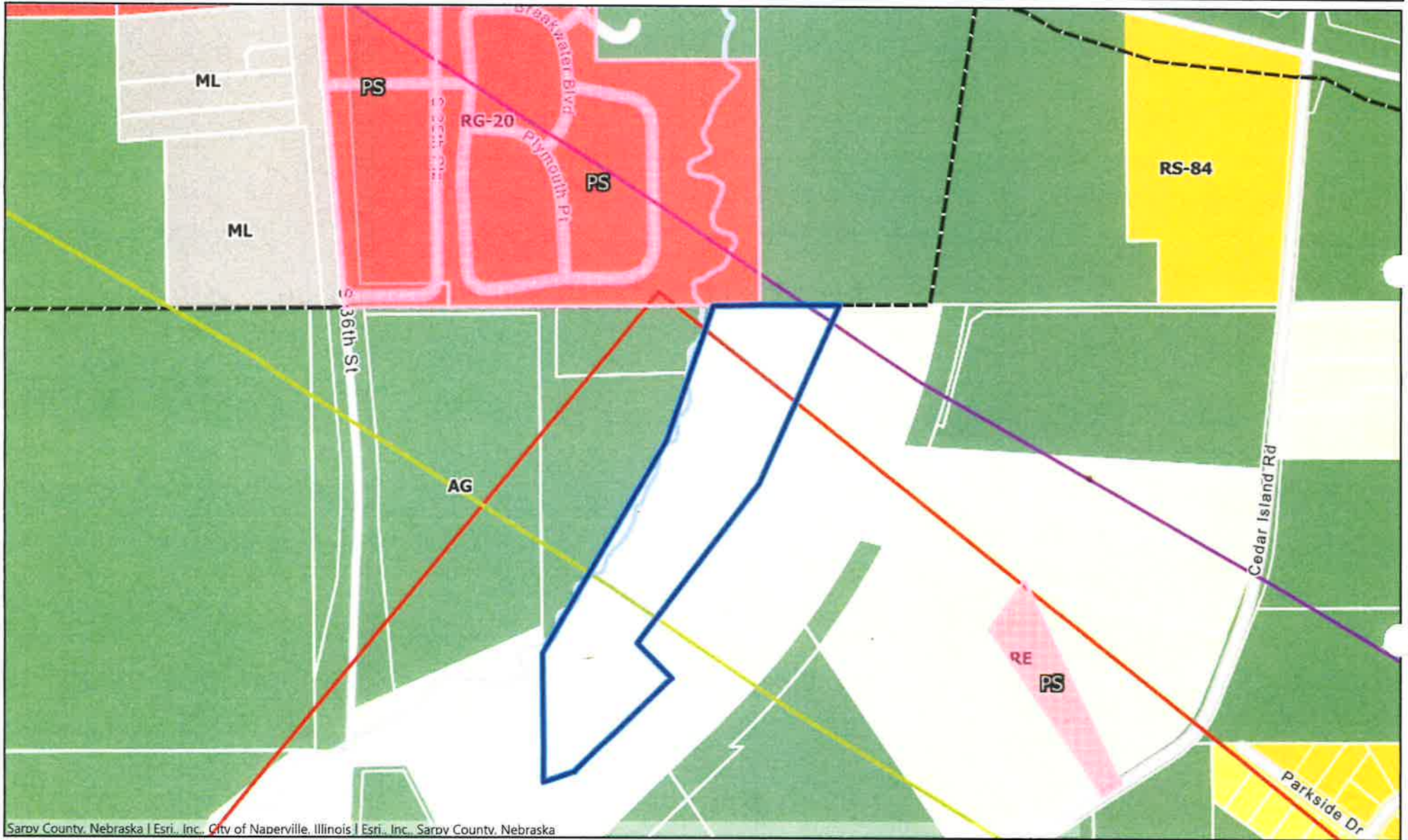
1. Vicinity map/Zoning Map.
2. 2022 GIS aerial photo of the property.
3. Zoning justification letter received November 8, 2023.
4. Written waiver request received November 16, 2023.
5. Small subdivision plat received December 11, 2023.
6. Site plan received December 13, 2023.

VII. COPIES OF REPORT TO:

1. Jon Carrell, TD2
2. Michael Perez, c/o Jonathan Revis
3. Public Upon Request


Assistant Planning Manager

 01/09/24
Planning Director Date of Report



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



Map Scale 1: 6370

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



Notes





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



Map Scale 1: 6370

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Notes



Email Transmitted to: tammi.palm@bellevue.net

November 8, 2023

Ms. Tammi Palm
Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Letter of Justification
10707 Old 36th Street
Bellevue, NE 68123
Lot 3, Perez Addition
Sarpy County, NE

Ms. Palm,

We have been requested to replat Lot 3, Perez Addition into 2 (two) separate residential lots. The south lot already has a residence in place and the north lot is for the proposed construction of a new residence. We will be calling the new plat, Perez Addition Replat One.

Respectfully submitted by:
Thompson, Dreesen & Dorner, Inc.



Jon L. Carrell, L.S.

RECEIVED
NOV 08 2023
PLANNING DEPT.

RECEIVED

NOV 16 2023

PLANNING DEPT.

Email Transmitted to: tammi.palm@bellevue.net

November 16, 2023

Ms. Tammi Palm
Planning Director
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Wavier Request
10707 Old 36th Street
Bellevue, NE 68123
Lot3, Perez Addition
Sarpy County, NE

Ms. Palm,

We are requesting a requesting a wavier of Section 6-4 of the Subdivision Regulations, to allow for the unimproved easement serving more than one property. Such as, shown on the proposed plat of Perez Addition Replat One.

Respectfully submitted by:
Thompson, Dreessen & Dorner, Inc.

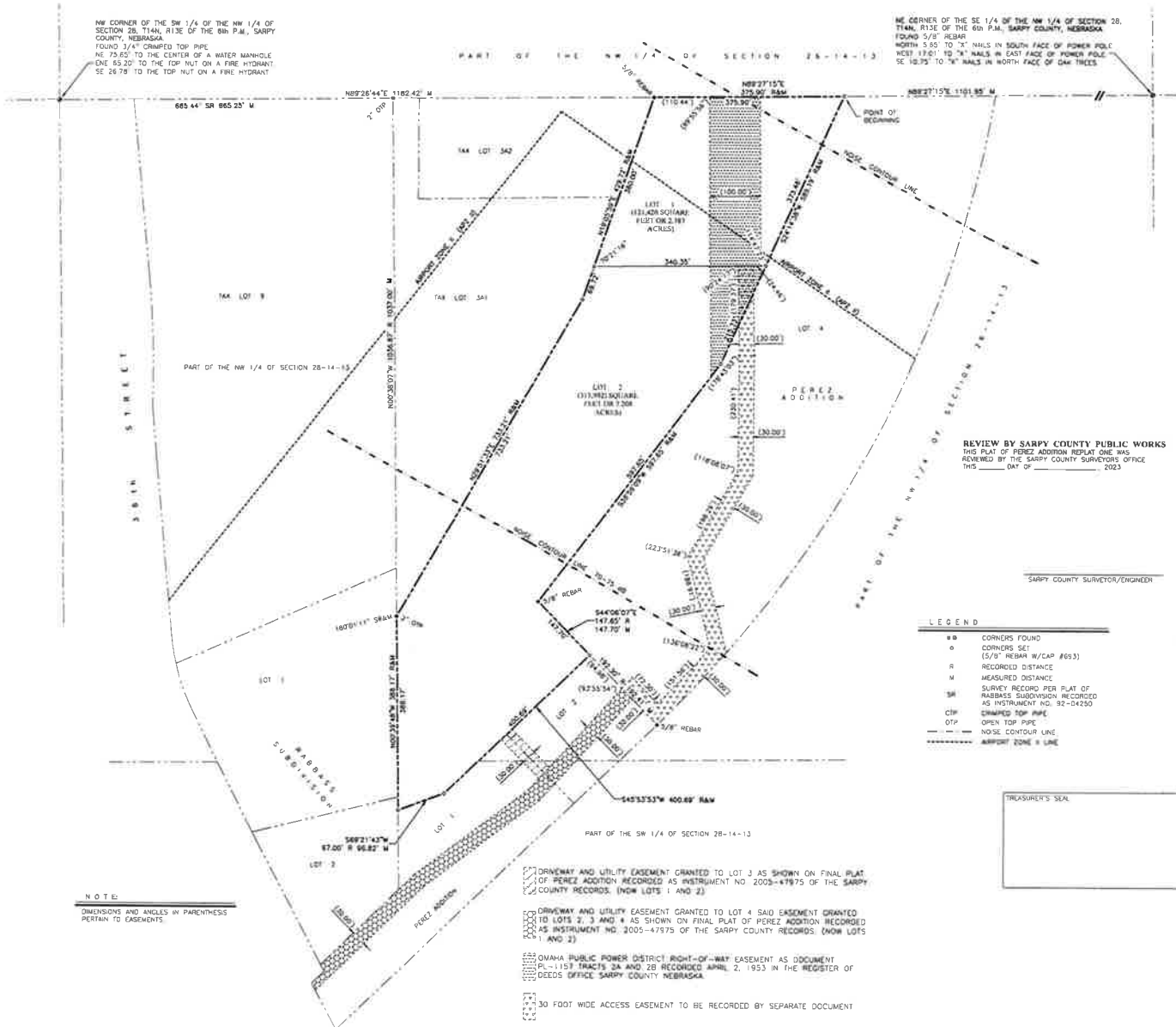


Jon L. Carrell, L.S.

PEREZ ADDITION REPLAT ONE

LOTS 1 AND 2

BEING A REPLATTING OF LOT 3, PEREZ ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, LOCATED IN THE NW 1/4 AND THE SW 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY.



SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR AND BELIEVE THE LINES OF THE STATE OF NEBRASKA TO BE CORRECTLY PLACED IN ACCORDANCE WITH THE LAWS PERTAINING TO THE SAME. THESE MEASUREMENTS HAVE PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL ACCESSIBLE CORNERS OF SAID BOUNDARY AND AT ALL LOT CORNERS WITHIN SAID SUBDIVISION TO BE KNOWN AS PEREZ ADDITION REPLAT ONE, LOTS 1 AND 2, BEING A REPLATTING OF LOT 3, PEREZ ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS, BEGINNING AT THE NE CORNER OF SAID LOT 3,

THENCE ON THE EAST LINE OF SAID LOT 3 ON THE FOLLOWING FOUR (4) COURSES,
 THENCE S24°14'38"W (ASSUMED BEARING) 589.19 FEET,
 THENCE S37°59'09"W 597.63 FEET, THENCE S44°08'07"E 147.70 FEET,
 THENCE S45°53'53"W 400.69 FEET,
 THENCE CONTINUING ON SAID SOUTH LINE S69°21'43"W 96.82 TO THE SE CORNER THEREOF,
 THENCE ON THE WEST LINE OF SAID LOT 3 ON THE FOLLOWING THREE (3) COURSES,
 THENCE N09°38'48"W 388.17 FEET,
 THENCE N29°51'33"E 733.21 FEET,
 THENCE N18°05'59"E 429.78 FEET TO THE NW CORNER THEREOF,
 THENCE N87°27'15"E 375.90 FEET ON THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING
 CONTAINING 435,412 SQUARE FEET OR 9.996 ACRES



thompson, dressen & carner, inc
 10836 Old Mill Rd
 Omaha, NE 68154
 p 402.330.8860 f 402.330.5866
 td2co.com
 dba: TD2 Engineering & Surveying
 NE CA-0199



JOHN L. CARROLL
 NEBRASKA RLS #693

SEPTEMBER 11, 2023
 DATE

DEDICATION
 KNOW ALL MEN BY THESE PRESENTS, THAT WE, MICHAEL J. PEREZ AND MARANHA PEREZ, HUSBAND AND WIFE, BEING THE OWNERS AND FARMERS AND MERCHANTS BANK OF ASHLAND BEING THE MORTGAGE HOLDERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS PEREZ ADDITION REPLAT ONE, AND WE DO HEREBY WAIVE AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN IN THIS PLAT AND WE DO GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSSARMS, DOWN CUTS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION, ON OVER THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE LOT LINES, AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF THE LOT, WE DO FURTHER GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT OF OMAHA OR BLACK HILLS ENERGY, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, VALVES AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREETS, CIRCLES, AND CUL-DE-SAC STREETS WHETHER PUBLIC OR PRIVATE.

NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEM OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

MICHAEL J. PEREZ FARMERS AND MERCHANTS BANK OF ASHLAND
 MARANHA PEREZ BY TITLE

ACKNOWLEDGEMENT OF NOTARY
 STATE OF NEBRASKA)
 COUNTY OF DOUGLASS)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023 BY MICHAEL J. PEREZ AND MARANHA PEREZ, HUSBAND AND WIFE.

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY
 STATE OF NEBRASKA)
 COUNTY OF DOUGLASS)
 THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023 BY _____ OF FARMERS AND MERCHANTS BANK OF ASHLAND ON BEHALF OF SAID BANK.

NOTARY PUBLIC

SARPY COUNTY TREASURER'S CERTIFICATE
 THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS _____ DAY OF _____, 2023.

SARPY COUNTY TREASURER

APPROVAL OF BELLEVUE PLANNING COMMISSION
 THIS PLAT OF PEREZ ADDITION REPLAT ONE WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS _____ DAY OF _____, 2023.

BELLEVUE PLANNING COMMISSIONER

APPROVAL OF BELLEVUE CITY COUNCIL
 THIS PLAT OF PEREZ ADDITION REPLAT ONE WAS APPROVED AND ACCEPTED BY THE BELLEVUE CITY COUNCIL ON THIS _____ DAY OF _____, 2023, APPROVAL OF THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

MUSTY HALE, MAYOR SUSAN RUTHE, CITY CLERK

REVIEW BY SARPY COUNTY PUBLIC WORKS
 THIS PLAT OF PEREZ ADDITION REPLAT ONE WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS _____ DAY OF _____, 2023

- LEGEND**
- CORNERS FOUND
 - o CORNERS SET (1/2" REBAR W/CAP #693)
 - R RECORDED DISTANCE
 - M MEASURED DISTANCE
 - SM SURVEY RECORD PER PLAT OF NEBRASKA SUBDIVISION RECORDED AS INSTRUMENT NO. 92-04250
 - OTF CHANGED TOP PIPE
 - OTF OPEN TOP PIPE
 - NOISE CONTOUR LINE
 - - - - - AIRPORT ZONE 4 LINE

TREASURER'S SEAL

NW CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA
 FOUND 3/4" CRANKED TOP PIPE
 NE 25.82' TO THE CENTER OF A WATER MANHOLE
 ENE 55.20' TO THE TOP NUT ON A FIRE HYDRANT
 SE 26.78' TO THE TOP NUT ON A FIRE HYDRANT

NE CORNER OF THE SE 1/4 OF THE NW 1/4 OF SECTION 28, T14N, R13E OF THE 6th P.M., SARPY COUNTY, NEBRASKA
 FOUND 5/8" REBAR
 NORTH 5.85 TO "X" NAILS IN SOUTH FACE OF POWER POLE
 N087°19'01" TO "X" NAILS IN EAST FACE OF POWER POLE
 SE 10.35 TO "X" NAILS IN NORTH FACE OF OAK TREES

NOTE
 DIMENSIONS AND ANGLES IN PARENTHESES PERTAIN TO EASEMENTS.

- 1 DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOT 3 AS SHOWN ON FINAL PLAT OF PEREZ ADDITION RECORDED AS INSTRUMENT NO. 2005-47875 OF THE SARPY COUNTY RECORDS. (NOW LOTS 1 AND 2)
- 2 DRIVEWAY AND UTILITY EASEMENT GRANTED TO LOT 4 SAID EASEMENT GRANTED TO LOTS 2, 3 AND 4 AS SHOWN ON FINAL PLAT OF PEREZ ADDITION RECORDED AS INSTRUMENT NO. 2005-47875 OF THE SARPY COUNTY RECORDS. (NOW LOTS 1 AND 2)
- 3 OMAHA PUBLIC POWER DISTRICT RIGHT-OF-WAY EASEMENT AS DOCUMENT PL-1157 TRACTS 2A AND 2B RECORDED APRIL 2, 1953 IN THE REGISTER OF DEEDS OFFICE SARPY COUNTY NEBRASKA.
- 4 30 FOOT WIDE ACCESS EASEMENT TO BE RECORDED BY SEPARATE DOCUMENT

PEREZ ADDITION REPLAT ONE
 LOTS 1 AND 2



Nebraska Data

No.	Description	MM-00-11

Job No.: A1436-23-21A
 Drawn By: RJR
 Reviewed By: JLC
 Date: SEPTEMBER 11, 2023
 Book: 22/24
 Page: 55

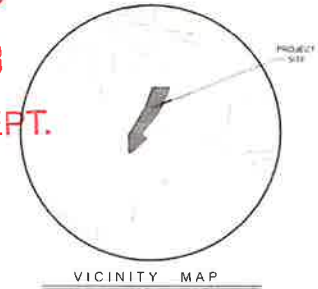
CITY OF BELLEVUE
 FINAL PLAT

SHEET NUMBER

PEREZ ADDITION REPLAT ONE

LOTS 1 AND 2

RECEIVED
DEC 13 2023
PLANNING DEPT.



TD2
engineering
& surveying

Thompson, Dreesen & Dörner, Inc.
10836 Old Mill Rd
Omaha, NE 68154
p-402 330 8860 f-402 330 5866
162200.com
dba TD2 Engineering & Surveying
NE CA-0199

Survey Type

PEREZ ADDITION REPLAT ONE
LOTS 1 AND 2



Revised Dates:

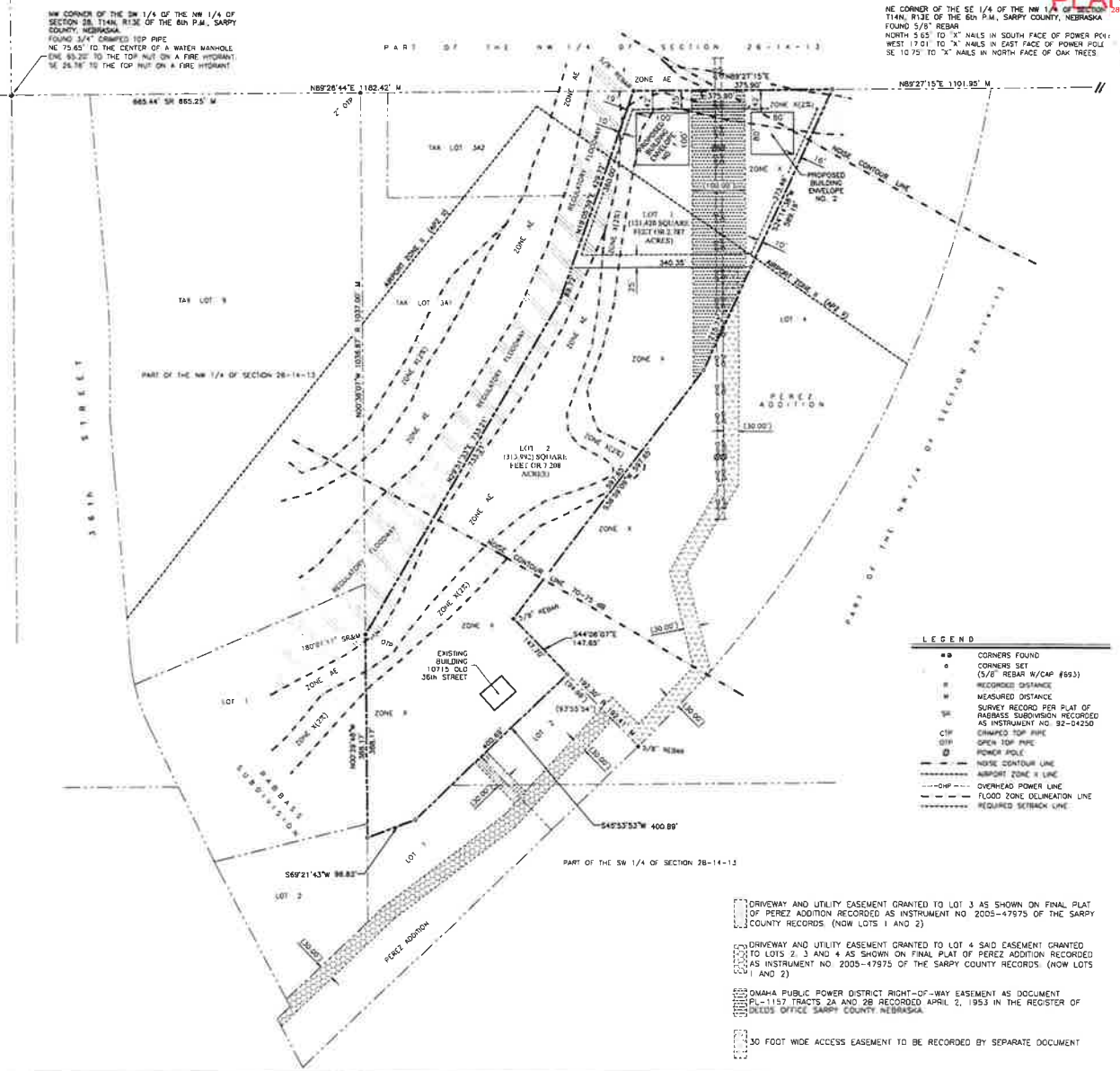
No.	Description	MM-DD-YY

Job No.: A1436-23-21P
Drawn By: RJR
Reviewed By: JLC
Date: SEPTEMBER 11, 2023
Book: 22/24
Page: 55

CITY OF BELLEVUE
SITE PLAN

Sheet Number

SHEET 1 OF 1



SUBDIVIDER
JONATHAN REVIS
10707 OLD 36th STREET
BELLEVUE, NEBRASKA 68123

ENGINEER
THOMPSON, DREESSEN & DORNER, INC.
10836 OLD MILL ROAD
OMAHA NEBRASKA 68154

LEGAL DESCRIPTION
LOT 3, PEREZ ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA

NOTES

- NO CONTOURS ARE SHOWN AS NO GRADING IS PROPOSED.
- EXISTING ZONING IS RE/NP OVERLAY. PROPOSED ZONING RE/PS.
- LOTS 1 AND 2 ARE SERVED BY PRIVATE WELLS AND PRIVATE SEPTIC SYSTEMS.

ORDINANCE NO. 4145

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 10715 OLD 36TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

Section 1. That part of the official zoning map of the City of Bellevue, Nebraska, as provided in Article 3, of Ordinance No. 4104 is hereby amended to change the zone classification of the following described parcel of land:

Lots 1 and 2, Perez Addition Replat One, located in the Northwest ¼ of Section 28, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RE (Residencial Estates - One Acre Zone) to RE-PS (Residential Estate - One Acre Zone – Planned Subdivision).

(TD2 Engineering and Surveying)

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

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2024.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
1/16/2024

COUNCIL MEETING DATE: January 16, 2024		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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Resolution No. 2024-01 approving the amended budget for the Sarpy County and Cities Wastewater Agency FY 2023-2024

SYNOPSIS/BACKGROUND:

The Sarpy County and Cities Wastewater Agency consists of the Sarpy County and the cities of Bellevue, Papillion, Springfield, La Vista and Gretna. The Agency and its members are required to approved the annual budget and any amendments. The Agency Board has approved the amended FY 2023-2024 Budget and the same is now before the City Council for review and approval.

FISCAL IMPACT:: 0.00 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Resolution No. 2024-01 and authorize Mayor to sign.

ATTACHMENTS:

1. Resolution No. 2024-01 2. Exhibit A 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Goedeken
[Signature]

RESOLUTION NO. 2024-01

A RESOLUTION APPROVING THE AMENDED BUDGET FOR THE SARPY COUNTY AND CITIES WASTEWATER AGENCY FY 2023-2024

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

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

WHEREAS, pursuant to Resolution 2023-14, the City Council approved the revised FY 2023-2024 budget for the Agency; and

WHEREAS, pursuant to Agency Resolution No. 2023-042, the Agency approved an Amendment to the FY 2023-24 Budget on or about December 13, 2023, a copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Bellevue City Council deems it appropriate and advisable to approve the proposed Amendment to the FY 2023-2024, which has been approved by the Agency Board and is included in attached **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bellevue, Nebraska, that the proposed Amendment to the FY 2023-2024 budget is hereby approved.

This Resolution was approved by a vote of the City Council of the City of Bellevue, Nebraska at a public meeting duly held in accordance with applicable law on the _____ day of January 2024.

ADOPTED AND APPROVED:

Mayor, Rusty Hike

ATTEST:

Approved as to Form:

City Clerk

City Attorney

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

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

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

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

WHEREAS, pursuant to Agency Resolution No. 2023-012, the Agency Board approved the Sarpy County and Cities Wastewater Agency FY 2024 Budget (covering the period from July 1, 2023 to June 30, 2024) (the “FY2024 Budget”). The FY2024 Budget was subsequently approved by each of the Agency Members in accordance with the Formation Interlocal;

WHEREAS, the Agency Treasurer presented to the Agency Board the FY 2024 Proposed Budget Amendment #1. Detailed and summary versions of the FY 2024 Proposed Budget Amendment #1 are attached hereto as **Exhibit A** (the “FY2024 Budget Amendment #1”); and

WHEREAS, the Agency Board discussed the proposed FY2024 Budget Amendment #1 and after discussion the Agency Board deemed it advisable to approve the FY2024 Budget Amendment #1, and, pursuant to Section IX of the Agency Formation Interlocal, to present the same to the governing body of each Agency Member.

NOW, THEREFORE, BE IT RESOLVED BY THE AGENCY BOARD that the attached FY2024 Budget Amendment #1 is hereby approved and shall be presented to and subject to the approval of the individual governing body of each Agency Member; and

NOW, THEREFORE, IT FURTHER BE RESOLVED BY THE AGENCY BOARD that the Agency Board Chair is hereby authorized to execute, on behalf of the Agency Board, any and all documents associated with or in furtherance of the FY2024 Budget Amendment #1.

The above Resolutions were approved by a vote of the Sarpy County and Cities Wastewater Agency Board at a public meeting duly held in accordance with applicable law on the 13th day of December, 2023.

ATTEST:

Lisa A. Haine
Sarpy County and Cities Wastewater
Agency Secretary



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



2023-042

Exhibit A

FY2024 Budget Amendment #1

[attached]

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY 2024 PROPOSED BUDGET AMENDMENT #1
07/01/2023 to 06/30/2024

	FY2023 Budget Amendment #1	Adopted FY2024 Budget	Actual FY2024 Jul - Oct	Proposed FY2024 Amendment #1	Amount Changed
REVENUES:					
26000 Member PILOT Contributions	\$ 589,659	\$ 150,000	\$ 488,823	\$ 488,823	\$ 338,823
28000 Bellevue Expanded Force Main Contribution	\$ 3,650,000	\$ 500,000	\$ 244,887	\$ 500,000	\$ -
40005 Gemini Customer Contribution Funds Used	\$ 5,970,000	\$ 2,790,000	\$ 60,069	\$ 2,349,810	\$ (440,190)
40100 Connection Fees	\$ 2,055,000	\$ 936,629	\$ 970,227	\$ 975,000	\$ 38,371
45001 Interest	\$ 150,000	\$ 105,000	\$ 85,762	\$ 150,000	\$ 45,000
TOTAL REVENUES:	\$ 81,478,159	\$ 88,054,349	\$ 12,060,474	\$ 88,270,284	\$ 215,935
TOTAL RESOURCES AVAILABLE:	\$ 88,573,753	\$ 94,054,349	\$ 18,300,700	\$ 95,077,364	\$ 1,023,015
EXPENDITURES:					
60001 Financial Advisor Fees	\$ 200,000	\$ 200,000	\$ 33,328	\$ 65,000	\$ (135,000)
60005 Consulting Fees					\$ -
60005.40 Midwest ROW Consulting	\$ 442,000	\$ 50,000		\$ 5,000	\$ (45,000)
Total 60005 Consulting Fees	\$ 484,000	\$ 75,500	\$ 5,276	\$ 30,500	\$ (45,000)
60010 Legal & Professional Services					
60060 Legal Services	\$ 550,000	\$ 450,000	\$ 146,980	\$ 320,000	\$ (130,000)
60070 Other Professional Services	\$ 115,500	\$ 50,000		\$ 25,000	\$ (25,000)
Total 60010 Legal & Professional Services	\$ 844,000	\$ 781,222	\$ 252,653	\$ 626,222	\$ (155,000)
60100 USSWS Project Costs					
60110 Right-of-Way, Easements, and Land Acquisitions	\$ 1,700,000	\$ 60,000	\$ 628,615	\$ 630,000	\$ 570,000
60120 Springfield Creek Interceptor Sewer (SCI)	\$ 6,200,000	\$ 2,200,000	\$ 949,523	\$ 1,845,000	\$ (355,000)
60130 Industrial Sewer System (ISS)	\$ 5,700,000	\$ 1,000,000	\$ 433,442	\$ 540,000	\$ (460,000)
Total 60100 USSWS Project Costs	\$ 73,936,500	\$ 83,881,800	\$ 7,900,564	\$ 83,661,800	\$ (220,000)
65000 Personnel & Benefits					
65010 Salaries, Full Time	\$ 226,000	\$ 237,300	\$ 65,331	\$ 322,300	\$ 85,000
65012 Phone Allowance	\$ 2,400	\$ 2,400	\$ 800	\$ 3,000	\$ 600
65020 Payroll Taxes	\$ 18,080	\$ 18,984	\$ 4,728	\$ 25,784	\$ 6,800
65030 Deferred Compensation	\$ 27,500	\$ 28,875	\$ 1,980	\$ 44,505	\$ 15,630
65040 Health Insurance	\$ 50,000	\$ 52,500	\$ 14,945	\$ 64,422	\$ 11,922
65045 Post-Employment Health Insurance Plan	\$ 2,845	\$ 2,987	\$ 1,468	\$ 4,801	\$ 1,814
65050 Dental Insurance	\$ 1,800	\$ 1,890	\$ 567	\$ 2,429	\$ 539
65060 Life Insurance	\$ 110	\$ 116	\$ 31	\$ 116	\$ 1
65070 Disability Insurance	\$ 800	\$ 840	\$ 196	\$ 1,134	\$ 294
65080 Unemployment / Benefit Payout	\$ 1,000	\$ 1,050	\$ 104	\$ 1,050	\$ -
65090 Workers Compensation Insurance	\$ 12,500	\$ 13,750	\$ 9,143	\$ 18,675	\$ 4,925
Total 65000 Personnel & Benefits	\$ 364,335	\$ 381,692	\$ 104,088	\$ 508,716	\$ 127,024
TOTAL EXPENDITURES:	\$ 76,762,075	\$ 86,897,654	\$ 8,355,173	\$ 86,473,828	\$ (423,826)
NET REVENUES - EXPENDITURES:	\$ 4,716,084	\$ 1,156,696	\$ 3,705,301	\$ 1,796,456	\$ 639,760
ENDING MONEY MARKET BALANCE:	\$ 11,811,678	\$ 7,156,696	\$ 9,945,527	\$ 8,603,536	\$ 1,446,841

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY 2024 PROPOSED BUDGET AMENDMENT #1
07/01/2023 to 06/30/2024

	FY2023 Budget Amendment #1	Adopted FY2024 Budget	Actual FY2024 Jul - Oct	Proposed FY2024 Amendment #1	Amount Changed
10000 Money Market					
10010 Operation and Maintenance	\$ 1,424,075	\$ 1,920,729	\$ 1,218,946	\$ 1,920,729	\$ -
10020 Loan Payment	\$ 1,500,000	\$ 1,520,625	\$ 1,520,625	\$ 1,520,625	\$ -
10030 County Repayment	\$ -	\$ -	\$ -	\$ -	\$ -
10040 Surplus	\$ 4,171,519	\$ 2,558,646	\$ 2,693,575	\$ 2,558,646	\$ -
10050 City of Omaha Connection Fees			\$ 807,080	\$ 807,080	\$ 807,080
Total 10000 Money Market	\$ 7,095,594	\$ 6,000,000	\$ 6,240,226	\$ 6,807,080	\$ 807,080
REVENUES:					
25000 CWSRF Planning Loan	\$ -	\$ -			\$ -
25010 CWSRF Construction Loan	\$ 58,663,500	\$ 24,324,748	\$ 10,210,706	\$ 24,324,748	\$ -
25020 WIFIA Construction Loan (WIFIA) or Grants	\$ -	\$ 55,081,552		\$ 45,315,483	\$ (9,766,069)
26000 Member PILOT Contributions	\$ 589,659	\$ 150,000	\$ 488,823	\$ 488,823	\$ 338,823
28000 Bellevue Expanded Force Main Contribution	\$ 3,650,000	\$ 500,000	\$ 244,887	\$ 500,000	\$ -
40005 Gemini Customer Contribution Funds Used	\$ 5,970,000	\$ 2,790,000	\$ 60,069	\$ 2,349,810	\$ (440,190)
40100 Connection Fees	\$ 2,055,000	\$ 936,629	\$ 970,227	\$ 975,000	\$ 38,371
40150 Springfield Omaha Sewer Charge Reimbursement	\$ -	\$ 32,000		\$ 32,000	\$ -
40200 User Rate Charges	\$ -	\$ -			\$ -
40250 User Rate Charges - CWB (ISS)	\$ -	\$ 134,420		\$ 134,420	\$ -
40300 Misc. Revenue	\$ -	\$ -			\$ -
40310 Federal Earmark	\$ 3,400,000	\$ 3,500,000		\$ 3,500,000	\$ -
40320 Sarpy County ARPA Funds	\$ 7,000,000	\$ 500,000		\$ 500,000	\$ -
40330 NEDNR LB814 Contract				\$ 10,000,000	\$ 10,000,000
45001 Interest	\$ 150,000	\$ 105,000	\$ 85,762	\$ 150,000	\$ 45,000
TOTAL REVENUES:	\$ 81,478,159	\$ 88,054,349	\$ 12,060,474	\$ 88,270,284	\$ 215,935
TOTAL RESOURCES AVAILABLE:	\$ 88,573,753	\$ 94,054,349	\$ 18,300,700	\$ 95,077,364	\$ 1,023,015
EXPENDITURES:					
Principal Repayment to NDEE for Planning Loan	\$ 500,000	\$ 500,000		\$ 500,000	\$ -
60001 Financial Advisor Fees	\$ 200,000	\$ 200,000	\$ 33,328	\$ 65,000	\$ (135,000)
60005 Consulting Fees					\$ -
60005.01 Steven Jensen Consulting	\$ 30,000	\$ 5,000	\$ 2,588	\$ 5,000	\$ -
60005.02 Christine Myers Consulting	\$ 12,000	\$ 20,500	\$ 2,688	\$ 20,500	\$ -
60005.40 Midwest ROW Consulting	\$ 442,000	\$ 50,000		\$ 5,000	\$ (45,000)
Total 60005 Consulting Fees	\$ 484,000	\$ 75,500	\$ 5,276	\$ 30,500	\$ (45,000)
60006 Engineering Fees					
60006.01 Misc. Engineering Fees	\$ 20,000	\$ 50,000		\$ 50,000	\$ -
60006.02 Phase 1A Engineering Design Fees	\$ 150,000	\$ -			\$ -
60006.03 Task Order 3 Engineering Design Fees	\$ 31,000	\$ 24,500	\$ 4,986	\$ 24,500	\$ -
60006.04 ISS Engineering Design Fees	\$ -	\$ -			\$ -
Total 60006 Engineering Fees	\$ 201,000	\$ 74,500	\$ 4,986	\$ 74,500	\$ -
60007 Agency Loan Admin Fees	\$ 49,000	\$ 20,625		\$ 20,625	\$ -
60010 Legal & Professional Services					
60020 Printing & Legal Notices	\$ 2,000	\$ 2,000	\$ 198	\$ 2,000	\$ -
60030 Insurance: Commercial Liability and Public Officials	\$ 28,500	\$ 31,350	\$ 31,034	\$ 31,350	\$ -
60040 Bookkeeping, Financial Statements & Payroll Fees	\$ 60,000	\$ 150,000	\$ 41,049	\$ 150,000	\$ -
60050 Audit Fees	\$ 18,000	\$ 25,000	\$ 15,000	\$ 25,000	\$ -
60060 Legal Services	\$ 550,000	\$ 450,000	\$ 146,980	\$ 320,000	\$ (130,000)
60070 Other Professional Services	\$ 115,500	\$ 50,000		\$ 25,000	\$ (25,000)
60080 Rate Study Services	\$ 70,000	\$ 72,872	\$ 18,392	\$ 72,872	\$ -
Total 60010 Legal & Professional Services	\$ 844,000	\$ 781,222	\$ 252,653	\$ 626,222	\$ (155,000)

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY 2024 PROPOSED BUDGET AMENDMENT #1
07/01/2023 to 06/30/2024

	FY2023 Budget Amendment #1	Adopted FY2024 Budget	Actual FY2024 Jul - Oct	Proposed FY2024 Amendment #1	Amount Changed
60100 USSWS Project Costs					
60110 Right-of-Way, Easements, and Land Acquisitions	\$ 1,700,000	\$ 60,000	\$ 628,615	\$ 630,000	\$ 570,000
60120 Springfield Creek Interceptor Sewer (SCI)	\$ 6,200,000	\$ 2,200,000	\$ 949,523	\$ 1,845,000	\$ (355,000)
60130 Industrial Sewer System (ISS)	\$ 5,700,000	\$ 1,000,000	\$ 433,442	\$ 540,000	\$ (460,000)
60140 Lift Stations (LS)	\$ 8,930,000	\$ 19,627,400	\$ 1,703,630	\$ 19,627,400	\$ -
60143 Force Main, Segments 1-4 (FM)	\$ 43,360,000	\$ 58,066,000	\$ 3,771,766	\$ 58,066,000	\$ -
60146 Zwiebel Creek Subbasin 3 Interceptor Sewer (ZC3)	\$ 5,350,000	\$ 1,390,100	\$ 55,815	\$ 1,390,100	\$ -
60148 Odor Control Equipment	\$ -	\$ 230,000		\$ 230,000	\$ -
60150 SCI Bid Phase Services	\$ -	\$ -			\$ -
60160 ISS Bid Phase Services	\$ -	\$ -			\$ -
60170 SCI Construction Phase Services	\$ 415,500	\$ 50,000	\$ 70,710	\$ 75,000	\$ 25,000
60175 HDR LS, FM & ZC3 Phase 1A Construction Phase Services	\$ 1,600,000	\$ 911,000	\$ 174,443	\$ 911,000	\$ -
60180 ISS Construction Phase Services	\$ 366,000	\$ 50,000	\$ 56,104	\$ 50,000	\$ -
60185 LS, FM & ZC3 Phase 1A Construction Testing, Surveying	\$ 315,000	\$ 297,300	\$ 56,516	\$ 297,300	\$ -
Total 60100 USSWS Project Costs	\$ 73,936,500	\$ 83,881,800	\$ 7,900,564	\$ 83,661,800	\$ (220,000)
62000 USSWS Operations & Maintenance					
62010 ISS/Basin Electrical O&M	\$ 500	\$ 2,000		\$ 2,000	\$ -
62020 ISS/Basin Grounds O&M	\$ 2,500	\$ 5,000	\$ 8,409	\$ 8,500	\$ 3,500
62030 ISS Line O&M	\$ 500	\$ 1,000		\$ 1,000	\$ -
62040 ISS/Basin Manhole/Structure O&M	\$ 500	\$ 1,000	\$ 517	\$ 1,000	\$ -
62050 ISS/Basin Misc. O&M	\$ 500	\$ 1,000		\$ 1,000	\$ -
62060 ISS/Basin Permit Compliance	\$ 500	\$ 5,000		\$ 5,000	\$ -
62070 ISS/Basin Sampling & Testing	\$ 1,200	\$ 10,000	\$ 444	\$ 10,000	\$ -
62080 ISS/Basin Software	\$ 1,500	\$ 5,000		\$ 5,000	\$ -
62090 ISS/Basin Supply Power	\$ 1,200	\$ 5,000		\$ 5,000	\$ -
62100 ISS/Basin Wireless/Internet	\$ 1,200	\$ 1,500		\$ 1,500	\$ -
62310 USSWS Electrical O&M	\$ -	\$ -			\$ -
62320 USSWS Grounds O&M	\$ 2,500	\$ 2,500	\$ 105	\$ 2,500	\$ -
62330 USSWS Line O&M	\$ -	\$ 55,000	\$ 800	\$ 55,000	\$ -
62340 USSWS Manhole O&M	\$ -	\$ -			\$ -
62350 USSWS Misc. O&M	\$ 500	\$ 500		\$ 500	\$ -
62360 USSWS Permit Compliance	\$ 500	\$ -			\$ -
62370 USSWS Sampling & Testing	\$ 500	\$ -			\$ -
62380 USSWS SCADA System	\$ -	\$ -			\$ -
62390 USSWS Supply Power	\$ 600	\$ 25,000		\$ 25,000	\$ -
62400 USSWS Wireless/Internet	\$ 600	\$ -			\$ -
62500 USSWS One-Call Locates	\$ -	\$ 2,500		\$ 2,500	\$ -
62510 ISS One-Call Locates	\$ 300	\$ 1,500		\$ 1,500	\$ -
62540 Misc. Shipping	\$ 100	\$ 500		\$ 500	\$ -
62550 Contracted Services	\$ 1,000	\$ 13,600		\$ 13,600	\$ -
62660 Flow Metering Expense	\$ -	\$ 350,000	\$ 2,485	\$ 350,000	\$ -
62700 Omaha Capital Connection Fees	\$ -	\$ 243,190		\$ 243,190	\$ -
62950 O&M Contingency Funds	\$ 10,000	\$ 10,000		\$ 10,000	\$ -
Total 62000 USSWS Operations & Maintenance	\$ 26,700	\$ 740,790	\$ 12,760	\$ 744,290	\$ 3,500
63000 Vehicles & O&M Equipment					
63001 Vehicles	\$ 60,300	\$ 88,500	\$ 5,205	\$ 88,500	\$ -
63003 Large Equipment (+\$5,000)	\$ 6,000	\$ 42,100	\$ 14,725	\$ 42,100	\$ -
63006 Small Equipment (-\$5,000)	\$ 3,500	\$ 15,000	\$ 4,956	\$ 15,000	\$ -
63008 Equipment/Tool Rental	\$ 3,000	\$ -			\$ -
63010 Vehicle Fuel	\$ 9,000	\$ 9,600	\$ 2,180	\$ 9,600	\$ -
63020 Equipment Fuel	\$ 1,000	\$ 7,400	\$ 42	\$ 7,400	\$ -
63040 Vehicle Repairs & Maintenance	\$ 4,000	\$ 4,000	\$ 608	\$ 4,000	\$ -
63050 Equipment Repairs & Maintenance	\$ -	\$ 16,200	\$ 1,231	\$ 16,200	\$ -
63070 Safety / PPE	\$ 2,000	\$ 2,000		\$ 2,000	\$ -
63090 Insurance: Commercial Automobile	\$ 3,500	\$ 3,850	\$ 4,486	\$ 4,500	\$ 650
63950 Equipment Contingency Funds	\$ 10,000	\$ 10,000		\$ 10,000	\$ -
Total 63000 Vehicles & O&M Equipment	\$ 102,300	\$ 198,650	\$ 33,433	\$ 199,300	\$ 650
64000 Office Equipment & Supplies					
64005 Office Supplies	\$ 300	\$ 500	\$ 327	\$ 500	\$ -
64010 Office Tools, Equipment & Maintenance	\$ 600	\$ 1,500		\$ 1,500	\$ -
64020 Computers, Printers & Furniture	\$ 6,000	\$ 3,000	\$ 275	\$ 3,000	\$ -
64030 Software / SAS	\$ 17,000	\$ 16,400	\$ 5,097	\$ 16,400	\$ -
64035 SCIS IT Services	\$ 12,000	\$ 12,000	\$ 2,274	\$ 12,000	\$ -
64040 Insurance: Electronic Data Processing	\$ 250	\$ 275	\$ 100	\$ 275	\$ -
64050 Office Rental	\$ 18,000	\$ 9,000		\$ 9,000	\$ -
64060 Postage & Shipping	\$ 90	\$ 200	\$ 13	\$ 200	\$ -
Total 64000 Office Equipment & Supplies	\$ 54,240	\$ 42,875	\$ 8,086	\$ 42,875	\$ -

SARPY COUNTY & CITIES WASTEWATER AGENCY
FY 2024 PROPOSED BUDGET AMENDMENT #1
07/01/2023 to 06/30/2024

	FY2023 Budget Amendment #1	Adopted FY2024 Budget	Actual FY2024 Jul - Oct	Proposed FY2024 Amendment #1	Amount Changed
65000 Personnel & Benefits					
65010 Salaries, Full Time	\$ 226,000	\$ 237,300	\$ 65,331	\$ 322,300	\$ 85,000
65012 Phone Allowance	\$ 2,400	\$ 2,400	\$ 800	\$ 3,000	\$ 600
65020 Payroll Taxes	\$ 18,080	\$ 18,984	\$ 4,728	\$ 25,784	\$ 6,800
65030 Deferred Compensation	\$ 27,500	\$ 28,875	\$ 1,980	\$ 44,505	\$ 15,630
65040 Health Insurance	\$ 50,000	\$ 52,500	\$ 14,945	\$ 64,422	\$ 11,922
65045 Post-Employment Health Insurance Plan	\$ 2,845	\$ 2,987	\$ 1,468	\$ 4,801	\$ 1,814
65050 Dental Insurance	\$ 1,800	\$ 1,890	\$ 567	\$ 2,429	\$ 539
65060 Life Insurance	\$ 110	\$ 116	\$ 31	\$ 116	\$ 1
65070 Disability Insurance	\$ 800	\$ 840	\$ 196	\$ 1,134	\$ 294
65080 Unemployment / Benefit Payout	\$ 1,000	\$ 1,050	\$ 104	\$ 1,050	\$ -
65090 Workers Compensation Insurance	\$ 12,500	\$ 13,750	\$ 9,143	\$ 18,675	\$ 4,925
65100 Uniform Allowance	\$ 2,500	\$ 1,500	\$ 149	\$ 1,500	\$ -
65110 Licenses / Certifications	\$ 1,500	\$ 2,000	\$ 152	\$ 2,000	\$ -
65120 Books / Periodicals	\$ 500	\$ 500			\$ (500)
65130 Organizational Dues	\$ 1,800	\$ 2,000	\$ 615	\$ 2,000	\$ -
65140 Professional Dev. / Conferences	\$ 2,000	\$ 2,500	\$ 125	\$ 2,500	\$ -
65150 Travel & Lodging	\$ 2,000	\$ 2,500	\$ 2,461	\$ 2,500	\$ -
65160 Recruitment & Onboarding	\$ 1,000	\$ -			\$ -
65170 Personnel Contingency Funds	\$ 10,000	\$ 10,000	\$ 1,293	\$ 10,000	\$ -
Total 65000 Personnel & Benefits	\$ 364,335	\$ 381,692	\$ 104,088	\$ 508,716	\$ 127,024
TOTAL EXPENDITURES:	\$ 76,762,075	\$ 86,897,654	\$ 8,355,173	\$ 86,473,828	\$ (423,826)
NET REVENUES - EXPENDITURES:	\$ 4,716,084	\$ 1,156,696	\$ 3,705,301	\$ 1,796,456	\$ 639,760
ENDING MONEY MARKET BALANCE:	\$ 11,811,678	\$ 7,156,696	\$ 9,945,527	\$ 8,603,536	\$ 1,446,841

FY 2024 Budget Amendment #1 Adopted by Agency Governing Body: 12/13/23

FY 2024 Budget Amendment #1 Adopted by Sarpy County Governing Body: _____

FY 2024 Budget Amendment #1 Adopted by Bellevue Governing Body: _____

FY 2024 Budget Amendment #1 Adopted by Gretna Governing Body: _____

FY 2024 Budget Amendment #1 Adopted by La Vista Governing Body: _____

FY 2024 Budget Amendment #1 Adopted by Papillion Governing Body: _____

FY 2024 Budget Amendment #1 Adopted by Springfield Governing Body: _____

FY 2024 Agency Budget Effective Date: _____

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/16/2024	SUBMITTED BY: Rich Severson	Finance Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Extension of Custom Farming Contracts for 2024

SYNOPSIS/BACKGROUND:

The city owns land that is held for future economic development and amenities for residents such as parks and recreation. An income stream can be achieved during the incubation period by custom farming the land. The contractor that has been performing the custom work has been an excellent steward of the land and generated income for the city. This agenda item extends his contracts: (1) Fourteenth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest soybeans on the approximately 36 acres at 36th and Capehart Road in an amount not to exceed \$10,276.28. The number of tillable acres has declined and is expected to decline further as the city puts the land to its intended use. (2) Fourteenth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest corn on the approximately 62 acres near the Bellevue Sports Complex at Cunningham Road, west of Harlan Lewis Road, in an amount not to exceed \$20,739.00.

FISCAL IMPACT: +10,000 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Group Insurance Plan

CONTRACT EFFECTIVE DATE: 01/01/2024 CONTRACT TERM: 1 Year CONTRACT END DATE: 12/31/2024

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Fourteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 36 acres at 36th and Capehart Road in an amount not to exceed \$10,276.28 and the Fourteenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres near the Bellevue Sports Complex in an amount not to exceed \$20,739.00 and waive Council Policy 4 requiring solicitation of bids and goods and services costing more than \$30,000.

ATTACHMENTS:


- Fourteenth Extension-36 Acres
- Bid for Capehart Farm-36 Acres
- Fourteenth Extension-62 Acres
- Bid for Cunningham Farm-62 Acres
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



Fourteenth Extension to the Contract

This Custom Farming Contract for the Capehart Farm property located at 36th and Capehart Road, Bellevue, Nebraska, originally dated April 8, 2009, and extended on February 12, 2010, and further extended on February 14, 2011, January 23, 2012, on November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on March 13, 2017, on March 26, 2018, on March 11, 2019, on January 21, 2020, on December 1, 2020, on February 15, 2022, and on February 21, 2023, shall be further extended from January 1, 2024 to December 31, 2024, at the rates and charges specified on the attached Attachment "A", which is hereby made a part of this contract.

Dated this ___ day of January, 2024.

CITY OF BELLEVUE, Nebraska

ATTEST:

By: _____
Mayor, Rusty Hike

By: _____
City Clerk

APPROVED AS TO FORM:

CUSTOM OPERATOR

By: _____
City Attorney

By: _____
Title: _____
(if corporation, partnership or LLC)

Capehart Farm

The bids below are given with the rough estimate of 36 acres of Soybeans for the Capehart farm. 12/18/2023
 36 acres

Operation	Unit	Rate	Total Billed	Notes
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$200	This is the amount not to exceed
Fertilizer & application. (\$188 +\$25 app)	Acre	\$0.00	\$0.00	None needed for soybeans
Soybean Planting – (\$50 seed+\$20 app)	Acre	\$70.00	\$2,520.00	Enlist soybean
Pre-emerge herbicide (\$47.19 + \$9.50 app)	Acre	\$56.69	\$2,040.84	
Post herbicide (\$49.54 + \$9.50 app)	Acre	\$59.04	\$2,125.44	
Combine crops	Acre	\$40	\$1,440.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$0.25	\$1,350.00	
Mowing of waterways and the 9 acres along 40 th street once in the summer.	Hr	\$100	\$600	
		Estimated TOTAL:	\$10,276.28	

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$9.50 application

Fourteenth Extension to the Contract

This Custom Farming Contract for the 62 acre parcel located at the Bellevue Sports Complex, Bellevue, Nebraska, originally dated February 12, 2010, and extended on February 14, 2011, and further extended on January 23, 2012, November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on February 13, 2017, on March 26, 2018, on March 11, 2019, on January 21, 2020, on December 1, 2020 on February 15, 2022, and on February 21, 2023, shall be further extended from January 1, 2024 to December 31, 2024, at the rates and charges specified on the attached Attachment "B", which is hereby made a part of this contract.

Dated this ____day of January, 2024.

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF BELLEVUE, Nebraska

By: _____
Mayor, Rusty Hike

CUSTOM OPERATOR

By: _____

Title: _____
(if corporation, partnership or LLC)

Cunningham Farm

The bids below are given with the rough estimate of 62 acres of Corn located at the Bellevue Sports Complex. 12/18/2023

62 acres

Operation	Unit	Rate	Total Billed	Notes
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$0	None needed at this farm for 2023
Fertilizer & application. (\$150 +\$27 app)	Acre	\$177.00	\$10,974.00	150lbs Nitrogen, 135lbs 11-52, 10lbs sulfur, 5lbs zinc all injected into the ground to prevent any runoff.
Corn Seed – (\$85 seed+\$20 app)	Acre	\$105.00	\$6,510.00	Roundup Ready Corn, Renk 782VT2P
Pre-emerge Corn herbicide application (\$33.75 + \$9.50 app)	Acre	\$43.25	\$0.00	
Post spraying of Corn (\$33.50 + \$9.50 app)	Acre	\$42.25	\$0.00	
Combine crops	Acre	\$40	\$2,480.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$0.25	\$775.00	
Mowing of waterways	Hr	\$100	\$0	None at this farm
		Estimated TOTAL:	\$20,739.00	

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$9.50 application

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
1/16/2024

COUNCIL MEETING DATE: January 16, 2024		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Historical bank retaining wall replaced

SYNOPSIS/BACKGROUND:

Emergency repair to retaining wall at Old Historical Bellevue Bank on corner of Main St and Mission Ave to remove failing wall along with steps and hauled away and replaced with 210 length of wall 45 feet long and 2 feet tall.

FISCAL IMPACT: \$17,550.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="checkbox"/>	COUNTER-PARTY: Best Cut Lawn Care Inc.	INTERLOCAL AGREEMENT: <input type="checkbox"/>
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE: <input type="checkbox"/>	CONTRACT TERM: <input type="checkbox"/>	CONTRACT END DATE: <input type="checkbox"/>
PROJECT NAME:		
START DATE: <input type="checkbox"/>	END DATE: <input type="checkbox"/>	PAYMENT DATE: <input type="checkbox"/>
INSURANCE REQUIRED: <input type="checkbox"/>		
CIP PROJECT NAME: <input type="checkbox"/>	CIP PROJECT NAME: <input type="checkbox"/>	
STREET DISTRICT NAME (S): <input type="checkbox"/>	STREET DISTRICT NUMBER (S): <input type="checkbox"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="checkbox"/>	ACCOUNT NUMBER: 10-13-6312	

RECOMMENDATION:

To approve the replacement of the retaining wall at the Old Historical Bank.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ESTIMATE

Best Cut Lawn Care Inc.
6540 Russell Emmett Ct
Papillion, NE 68133

clintwilen@gmail.com
402-290-6581
Bestcutlawncareinc.com

Mark Blackburn Bellevue

Bill to

Mark Blackburn
Mark Blackburn Bellevue

Ship to

Mark Blackburn
Mark Blackburn Bellevue

Estimate details

Estimate no.: 1006
Estimate date: 12/18/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Retaining Wall Retaining wall at old Bellevue Bank on corner of main and mission st remove and haul away old block wall and steps		1	\$1,500.00	\$1,500.00
2.		Retaining Wall Retaining wall install 210 total length of wall 45 ft long wall at 2ft tall 110 feet of wall at 3 ft tall and 55ft long wall at 1 ft tall built with diamond pro wall block 475 sqft		475	\$30.00	\$14,250.00
3.		Retaining Wall Retaining wall stairs 6 steps 7 ft wide 300 a step		6	\$300.00	\$1,800.00
					Total	\$17,550.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 16, 2024		SUBMITTED BY: David Goedecken- Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

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

SYNOPSIS/BACKGROUND:

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

FISCAL IMPACT: \$36,540.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 36th Street Improvement Project

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

CIP PROJECT NAME: ROW Acquisition 36th Street CIP PROJECT NAME: CIPST24(05)

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

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

ATTACHMENTS:

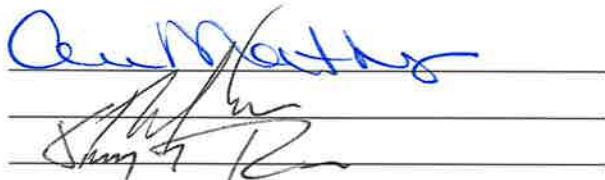
1. Letter from Midwest Right of W
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





December 6, 2023

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

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #C6

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement, and Warranty Deed for Tract C6, Riordan and Ramona Smith. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the county and placed in the completed file. The second original should be sent with payment to the property owner.

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


Please send an original fully executed Purchase Agreement, a copy of the recorded Warranty Deed and a check in amount of \$7,690.00 made payable to:

**Riordan and Ramona Smith
13703 South 36th Street
Bellevue, Nebraska 68123**

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

Sincerely,


Denny Bliss
Acquisition Agent


12/28/23

Enclosures



MIDWEST

R | O | W

midwestrow.com

December 18, 2023

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

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #C4

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement, and Warranty Deed for Tract C4, Jacob L. Gearhart and Joshua W. Gearhart. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the county and placed in the completed file. The second original should be sent with payment to the property owner.

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

Please send an original fully executed Purchase Agreement, a copy of the recorded Warranty Deed and payments as follows:

Check in the amount of \$14,425.00 made payable to:

**Jacob L. Gearhart
13801 South 36th Street
Bellevue, Nebraska 68123**

Check in the amount of \$14,425.00 made payable to:

**Joshua W. Gearhart
2501 La Platte Road
Bellevue, Nebraska 68123**

David B. Haller
12/28/23

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
1/16/2024

COUNCIL MEETING DATE: January 16, 2024		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:

Contract to Purchase Professional Services from HDR for grant application

SYNOPSIS/BACKGROUND:

Contract for Professional Services, The attached scope of services has been provided by HDR to assist in the application to receive grant funding from the SMART Cities grant fund. This grant will provide resources to create a Signal System Master Plan. With the City of Bellevue soon to have city wide fiber access the ability to more actively and efficiently to operate and control all signalized intersection will be possible. By applying for the grant the city coordinate signalized interests with public safety agencies and emergency organizations.

FISCAL IMPACT: \$15,000.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Purchase of Professional Service

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Signal System Master Plan Grant Application

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

CIP PROJECT NAME: Signal System Master Plan Grant CIP PROJECT NAME:

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

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

RECOMMENDATION:

The Public Works Department recommends the approval of the contract with HDR to assist with application for a grant to develop a Master Plan for all signalized intersection within the City of Bellevue.

ATTACHMENTS:

1. Contract Scope of Service 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Goedeken
[Signature]
[Signature]



FY 2023 SMART Planning Grant Application for the creation of a Signal System Master Plan

Scope of Work

Task 1. Project Management

HDR and Bellevue will review the USDOT's SMART guidelines, assess how well the project meets the program's criteria, and discuss the overall strategy that will result in a strong application.

This task includes conference calls, as needed, to coordinate tasks related to preparing the application.

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports.

Quality Assurance/Quality Control - HDR shall perform QA/QC on deliverable elements prepared by HDR prior to any submittal.

Task 3. Application Preparation

HDR will work with Bellevue to update the smart grant application from 2022. The updates will include updated narrative to fit the new USDOT guidelines, graphics, staff narratives, new letter of support templates and review costs.

The narrative will be presented in a design template tailored to Bellevue's brand and project. HDR will structure the narrative to be reader friendly and graphical so that the project's strengths with key themes are easily interpreted by the reviewers. HDR will refresh two to four maps, graphics and/or charts to support the narrative.

Mandatory Forms

- Project Narrative. This is a required Excel file with basic project information. Often, this is copied into the narrative document as the cover page.
- SF 424 (Application for Federal Assistance). It is recommended to fill out the form in the pdf version and transfer the information to the online form when the application documents are uploaded.
- SF 424A (Budget Information for Non-Construction Programs)
- SF 424B (Assurances for Non-Construction Programs)
- SF LLL (Disclosure of Lobbying Activities). It is recommended to fill out the form in the pdf version and transfer the information to the online form when the application documents are uploaded.

Letters of Commitment

HDR will provide a sample letter of commitment for Bellevue to execute and provide to stakeholders.



Final Documents

HDR will perform quality control, technical review, and technical editing for the application documents. Required forms will be checked for completeness, and documents will be labeled to meet USDOT requirements. HDR will assemble and transmit the documents for Bellevue to upload to grants.gov. By the Friday before the due date of the application, HDR will provide electronic files for the application documents and supporting documentation.

Task 4.

Assumptions

- Bellevue will provide existing condition data available data to HDR and work with HDR to collect additional data as identified.
- Bellevue will prepare a letter of commitment for the project to be signed by City Leadership and seek commitment letters from critical project stakeholders
- Bellevue will be responsible for obtaining a grants.gov credentials and account.
- Bellevue will upload the application documents to the grants.gov website.

Deliverables

- Completed FY 2023 Smart Grant Application documents:
 - Narrative and Supporting Appendices
 - Detailed Statement of Work, Schedule, and Cost Estimate
 - Letter of commitment template

Fee

HDR will complete the work for a not to exceed amount of \$15,000.

Confidentiality

HDR staff assigned to this project will maintain confidentiality with Bellevue, including all materials, information, and work products developed.



CITY OF BELLEVUE NEBRASKA

“OWNER”

BY: _____

NAME: Rusty Hike

TITLE: Mayor

ADDRESS: 1500 Wall Street _____
 Bellevue, NE, 68005 _____

HDR ENGINEERING, INC.

“ENGINEER”

BY: _____

NAME: Matthew Tondl _____

TITLE: Senior Vice President _____

ADDRESS: 1917 S 67th Street _____
 Omaha, NE, 68106 _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 16,2024		SUBMITTED BY: Dave Goedeken - Public Works	
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:

Haworth Park Wastewater Collection System-Amendment No. Three

SYNOPSIS/BACKGROUND:

Haworth Park Wastewater- this will include final design of water, gas, electrical, and fiber optic services. Construction phase services for the sanitary sewer improvements and utility connections. Modifications of the sanitary sewer improvement plans as outlined in the attached Exhibit A.

FISCAL IMPACT: \$243,200.00 BUDGETED FUNDS: YES GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Haworth Park Wastewater Collection System-Amendment No. Three

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Haworth Park Wastewater Collection System

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

CIP PROJECT NAME: Haworth and American Heroes Park Sanitary CIP PROJECT NAME:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): CIPWW24(6)

ACCOUNTING DISTRIBUTION CODE: 20-Wastewater ACCOUNT NUMBER: 7000

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and HDR, not to exceed the amount by \$243,200.00.

ATTACHMENTS:

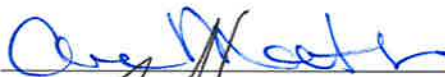


- 1. Amendment to Wastewater Coll
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

**AMENDMENT NO. THREE TO AGREEMENT
FOR
ENGINEERING SERVICES
FOR
HAWORTH PARK WASTEWATER COLLECTION SYSTEM**

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on December 2, 2021 to perform engineering services for the City of Bellevue, Nebraska ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I Scope of Service: ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined in the attached Exhibit A.

Section V Compensation shall be amended to increase the not to exceed amount by \$243,200 to \$502,600.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below.

HDR ENGINEERING, INC. ("HDR")

City of Bellevue, Nebraska
("OWNER")

By:  By: _____

Its: Senior Vice President

Its: Mayor

Date: 11/1/2023 Date: _____

EXHIBIT A

AMENDMENT THREE SCOPE OF WORK – ADDITIONAL DESIGN AND CONSTRUCTION PHASE SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Bellevue (OWNER) and Bellevue University (BU) are proceeding with the final design and permitting for the proposed athletic field improvements and reconstruction of the sanitary sewer collection system that will serve the new facility.

Amendment No. 3 scope of work addresses the utility locates for BU services including topographic survey, final design of the utility connections, modifications of the sanitary sewer collection system, and construction phase services.

Items of Work

1. Utility coordination.
2. Topographic survey.
3. Wetlands delineation.
4. Final design of water, gas, electrical, and fiber optic services.
5. Modification of the sanitary sewer improvement plans based on site conditions.
6. Seepage analysis of BU drainage swale.
7. Construction phase services for the sanitary sewer improvements and utility connections.

Key Understandings

1. All meetings will be held in the Bellevue vicinity or virtually.
2. The USACE Section 404 permit application and Section 408 authorization request package for the utility connections will be included in the USACE submittals for the ballfield and sewer improvements as defined in Amendment No. 2.
3. The utilities will be bid with the sanitary sewer improvements as defined in Amendment No. 1.
4. The water service connection will include completion of a jack and bore crossing under Mission Avenue west of the levee ROW.
5. The utility connections do not require a crossing through the levee.
6. A USACE Record of Environmental Consideration (REC) for Section 408 approval, requesting environmental approval under a categorical permission, is included in this scope for the proposed Haworth Park improvements Amendment No. 2.
7. The addendum to the Levee O&M Manual and the levee construction report preparation are addressed in Addendum No. 2.
8. The scope of work does not include construction staking.
9. The scope of work does not include floodplain permitting. Floodplain permitting will be accomplished by OWNER.
10. BU consultants will provide the sizing and points of connection on the site for the utilities.

11. BU consultants will design electrical and telecommunication lines. The scope of work only addresses the installation of the conduit for the electrical and telecommunication services.
12. BU or their consultants will coordinate with the utility providers for service including payment of connection fees, points of connections, and work by utility providers for the work.

TASK SERIES 100 – PROJECT MANAGEMENT

Objective: Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; overall project management; and coordination with OWNER and BU.

HDR Activities

101 – Team Management and Project Control

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.
- Schedule monitoring and update for Project development.
- Internal coordination meetings.
- Overall quality control review.

102 – Meetings

- Meetings with the project team, scheduled on an as-requested basis. Assume four meetings.

103 – BU Coordination

- Review meetings. Assume four meetings.
- General correspondence and coordination.
- Schedule monthly virtual coordination meetings and provide meeting summaries. Assume ten meetings.

TASK 220 – DATA GATHERING

Objective: Complete the utility coordination to have the utility providers locate their utilities in the area, survey the located utilities, and obtain depths of utilities at identified locations. LRA as a subcontractor to HDR will complete the topographic survey.

Activities

221 – Utility Confirmation

- Contact utilities and request locates.
- Survey located utilities.
- Complete survey for water main.
- Obtain depth of utilities at crossings or connections.
- Update CAD survey files.

222 – Channel Survey

- Complete the topographic survey of the proposed channel improvements.

TASK SERIES 350 – UTILITY SERVICES FINAL DESIGN

Objective: Complete the final design of the water service for the BU improvements.

HDR Activities

351 - 90 Percent Design Submittal

- Receive water service conduit size and point of connection.
- Develop the demolition plans.
- Develop the construction plans including SWPPP.
- Submit plans to OWNER and BU for review.
- Provide copies of the plans to the utility providers in the area to confirm the connection information.
- Meet with representatives from OWNER and BU to review the utility connections and to receive review comments.

352 – Develop Plans and Specifications to 100 Percent

- Incorporate review comments from 90 percent review meeting.
- Develop plans and specifications to 100 percent level of completion.

TASK SERIES 360 – SEEPAGE ANALYSIS

Objective: Complete a seepage analysis of the proposed BU drainage swale.

HDR Activities

361 – Seepage Analysis

- Receive 90 percent grading plan from BU consultant.
- Complete seepage analysis.
- Provide recommended modifications to the plans.
- Confirm the plan modifications have been completed.

TASK SERIES 400 – SANITARY SEWER IMPROVEMENT MODIFICATIONS

Objective: Additional investigation of the existing sanitary sewer conditions and modification of the plans to address the existing conditions.

HDR Activities

401 – Sanitary Sewer Plan Modifications

- Receive additional background information.
- Meet on site with OWNER representatives to confirm conditions.
- Modify plans and specifications to reflect changes.

TASK 440 – WETLAND DELINEATION

Objective: Perform a wetland delineation on the area where additional channel grading would occur.

HDR Activities

441 – Wetland Delineation

- Conduct a wetland delineation in the expanded channel grading study area to identify potential wetland areas for the design and permitting process. Wetland delineation identify potential wetland areas based on vegetation and hydrology, without soils verification.
- Wetland delineation will be conducted by a team of two HDR Environmental Scientists throughout the expanded channel grading area. Following completion of necessary fieldwork, HDR will prepare documentation that includes a text summary and mapping for inclusion in a wetland determination report.

Understandings and Assumptions:

1. Wetlands within the expanded channel grading project area will be determined by HDR as identified in the existing project, and the boundaries established will be used for the Pre-Construction Notification. A wetland delineation will be completed in accordance with applicable U.S. Army Corps of Engineers (USACE) guidance documents (Wetland Delineation Manual and Midwest Regional Supplement).
2. Coordination meetings with agencies and Section 404 permitting tasks were included in Amendment No. 2 and are not included as part of this amendment.

Deliverables: Wetland delineation field work documentation.

TASK SERIES 710 – CONSTRUCTION PROJECT MANAGEMENT

Objective: Provide management activities related to construction.

HDR Activities

711 – Team Management and Project Control

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.
- Internal coordination meetings.

712 – External Meetings

- Conduct preconstruction conference. Take and distribute meeting notes.
- Monthly construction meetings held on site. Take and distribute meeting notes.

713 – Construction Administration

- Respond to contractor's requests for clarifications and coordinate response with OWNER. Issue response letters, field orders, and/or work change directives as necessary.
- Negotiate and prepare change orders for execution.
- Review shop drawing submittals. Reviewed shop drawings will be provided to the OWNER and Contractor.
- Review and make recommendations to OWNER in regard to accepting or rejecting work as it relates to compliance with the design criteria and testing reports.
- Review pay applications provided by contractor and make recommendation to the OWNER for payment.
- Prepare record drawings based on Contractor provided marked up documents.
- Conduct final inspection of completed project and provide punch-list to Contractor.
- Upon completion of the project, certify in writing to the OWNER that the project has been completed in compliance with the plans and specifications and the contract documents.

TASK SERIES 720 – RESIDENT PROJECT REPRESENTATIVE SERVICES

Objective: Provide resident project representative services.

HDR Activities: **721 – Resident Services**

- Maintain project diary and record of working days, hours worked, personnel on site, visitors to site, construction activities, and equipment used.
- Review erosion control inspection reports and coordinate with contractor to confirm completion of required maintenance.
- Attend on site progress review meetings.
- Review pay requests prepared by contractor.
- Record requests for interpretation of plans and specifications by the contractor, relay requests to ENGINEER, and provide clarifications as determined by the ENGINEER to Contractor.
- Review completeness of record drawings maintained by Contractor during construction progress.
- Provide notification to the ENGINEER, who will in turn notify the OWNER, of work not performed in accordance with the plans and specifications.
- Observe the Contractor's progress towards completion of Project.
- Verify materials delivered are in accordance with approved shop drawings.

- Generate photographic documentation. Photographs will be taken before, during, and after construction. Photographs will be taken of completed items of construction including but not limited to pipe, equipment, and construction operations.
- Review and coordinate testing results with ENGINEER.
- Develop punch list of remaining work.
- Verify completion of the punch list.
- Review contractor provided record drawings for completeness.

722 – Quality Assurance Materials Testing

- See attached letter proposal from Terracon.

PART 3.0 AUTHORIZATION

OWNER will provide written authorization for the work. Work will not proceed without authorization.

PART 4.0 OWNER’S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

- Access for utility locates and topographic survey.
- Review of submittals.
- Payment of all permit fees.

PART 5.0 PERIODS OF SERVICE:

Time is from the date notice to proceed is provided.

Field Work	15 days
90 Percent Submittal	45 days
Final Submittal	60 days

EXHIBIT C

BELLEVUE HAWORTH PARK - AMENDMENT NO. 3
Estimated Man-hours and Fee Summary
November 2, 2023

ESTIMATED MANHOURS SUMMARY													
TASK SERIES	PM	CONTROLLER	PROCESS ENGINEER	CIVIL ENGINEER	CADD	OBSERVER	ELECTRICAL ENGINEER	STRUCTURAL ENGINEER	GEOTECH	SPECS	SCIENTIST	SCIENTIST	TOTAL
2023 Billable Rate	\$286.33	\$138.58	\$230.71	\$227.21	\$143.10	\$126.63	\$157.73	\$157.00	\$182.75	\$87.77	\$136.61	\$88.66	
2024 Billable Rate	\$297.78	\$144.13	\$239.94	\$236.30	\$148.82	\$131.69	\$164.04	\$163.28	\$190.06	\$91.28	\$142.08	\$92.20	
Task 100 Project Management													
101 Team Management	8	6											14
102 Meetings	8												8
103 BU Coordination	24												24
Subtotal Task 100	40	6	0	0	0	0	0	0	0	0	0	0	46
Task 220 Data Gathering													
221 Utility Coordination				2	2								4
222 Channel Survey													0
Subtotal Task 220	0	0	0	2	2	0	0	0	0	0	0	0	4
Task 350 Utility Services Design													
351 90 Percent Design	8			48	40				12	8			116
352 Final Plans	4			8	8								20
Subtotal Task 350	12	0	0	56	48	0	0	0	12	8	0	0	136
Task 400 Sanitary Sewer Modifications													
401 Sewer Plan Modifications	16		24	40	23								103
Subtotal Task 400	16	0	24	40	23	0	0	0	0	0	0	0	103
Task 710 Construction Management													
711 Team Management	16												16
712 External Meetings	8		8	32									48
713 Construction Administration				80			8	8					96
Shop Drawings			12	24			16	12		4			68
O&M Reviews			4	4			12			2			22
Final Inspection	4		4	4									12
Record Drawings			2	4	32								38
Subtotal Task 710	28	0	30	148	32	0	36	20	0	6	0	0	300
Task 720 Resident Services													
721 Resident Services						480							480
722 Quality Control Testing				8					4				12
Subtotal Task 720	0	0	0	8	0	480	0	0	4	0	0	0	492
Task 360 Seepage Analysis													
361 Seepage Analysis	2								16				18
Subtotal Task 360	2	0	0	0	0	0	0	0	16	0	0	0	18
Task 440 Wetlands Delineation													
441 Field Work	4										22	20	46
Subtotal Task 440	4	0	0	0	0	0	0	0	0	0	22	20	46
TOTAL	102	6	54	254	105	480	36	20	32	14	22	20	1145

DIRECT COSTS							
Task Series	Travel Expenses		Postage	Print & Photo-copy	Mapping and Photos	Misc.	Total
Task 100 Project Management	Mileage	Cost					
101 Team Management		\$0.00					\$0.00
102 Meetings	100	\$65.50					\$65.50
103 BU Coordination		\$0.00					\$0.00
Task 220 Data Gathering							
221 Utility Coordination		\$0.00					\$0.00
222 Channel Survey		\$0.00					\$0.00
Task 350 Utility Services Design							
351 90 Percent Design		\$0.00					\$0.00
352 Final Plans		\$0.00		\$42.00			\$42.00
Task 400 Sanitary Sewer Modifications							
401 Sewer Plan Modifications	120	\$78.60		\$30.00			\$108.60
Task 710 Construction Management							
711 Team Management		\$0.00					\$0.00
712 External Meetings	250	\$163.75		\$22.00			\$185.75
713 Construction Administration		\$0.00					\$0.00
Shop Drawings		\$0.00					\$0.00
O&M Reviews		\$0.00					\$0.00
Final inspection	150	\$98.25					\$98.25
Record Drawings		\$0.00		\$35.00			\$35.00
Task 720 Resident Services							
721 Resident Services	1,200	\$786.00		\$15.00			\$801.00
722 Quality Control Testing		\$0.00					\$0.00
Task 360 Seepage Analysis							
361 Seepage Analysis		\$0.00					\$0.00
Task 440 Wetlands Delineation							
441 Field Work	30	\$19.65		\$5.00			\$24.65
	1,750.00	\$1,211.75	\$0.00	\$149.00	\$0.00	\$0.00	\$1,360.75

EXHIBIT C - FEE SUMMARY					
Task Series	Total Hours	Total Labor	Direct Costs	Subconsultants	Total
Task 100 Project Management					
101 Team Management	14	\$3,122.12	\$0.00		\$3,122.12
102 Meetings	8	\$2,290.62	\$65.50		\$2,356.12
103 BU Coordination	24	\$6,871.85	\$0.00		\$6,871.85
Task 220 Data Gathering					
221 Utility Coordination	4	\$740.62	\$0.00	\$5,000.00	\$5,740.62
222 Channel Survey	0	\$0.00	\$0.00	\$5,000.00	\$5,000.00
Task 350 Utility Services Design					
351 90 Percent Design	116	\$21,815.94	\$0.00		\$21,815.94
352 Final Plans	20	\$4,107.80	\$42.00		\$4,149.80
Task 400 Sanitary Sewer Modifications					
401 Sewer Plan Modifications	103	\$22,498	\$108.60		\$22,606.59
Task 710 Construction Management					
711 Team Management	16	\$4,764.40	\$0.00		\$4,764.40
712 External Meetings	48	\$11,863.44	\$185.75		\$12,049.19
713 Construction Administration	96	\$21,522.75	\$0.00		\$21,522.75
Shop Drawings	68	\$13,499.10	\$0.00		\$13,499.10
O&M Reviews	22	\$4,055.77	\$0.00		\$4,055.77
Final inspection	12	\$3,096.05	\$98.25		\$3,194.30
Record Drawings	38	\$6,004.29	\$35.00		\$6,039.29
Task 720 Resident Services					
721 Resident Services	480	\$63,345.60	\$801.00		\$64,146.60
722 Quality Control Testing	12	\$2,650.72	\$0.00	\$30,170.00	\$32,820.72
Task 360 Seepage Analysis					
361 Seepage Analysis	18	\$3,496.73	\$0.00		\$3,496.73
Task 440 Wetlands Delineation					
441 Field Work	46	\$5,923.96	\$24.65		\$5,948.61
TOTAL	1145	\$201,669.75	\$1,360.75	\$40,170.00	\$243,200.50

\$12,350

\$10,741

\$25,966

\$22,607

\$65,125

\$96,967

\$3,497

\$5,949

\$243,200

TOTAL:

\$243,200

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
1/16/2024

COUNCIL MEETING DATE: January 16, 2024		SUBMITTED BY: Dave Goedeken - Public Works	
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:

Municipal Separate Storm Sewer System (MS4) Annual Reporting

SYNOPSIS/BACKGROUND:

Benesch will provide professional services to assist the City of Bellevue with National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) annual reporting for the 2023 with Papillion Creek Watershed Partnership (PCWP) information provided by the City. Presenting a MS4 Stormwater Management Training where an overview will be provided of NPDES, MS4 stormwater management requirements, and standard operating procedure for the City of Bellevue Department.

FISCAL IMPACT: \$23,826.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: Alfred Benesch 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 NAME: _____

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

ACCOUNTING DISTRIBUTION CODE: 6453 ACCOUNT NUMBER: 10-10

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the professional services agreement between the City of Bellevue and Alfred Benesch & Company in the amount not to exceed \$ 23,826.00 for the Municipal Separate Storm Sewer System (MS4) annual reporting.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Alfred Benesch
[Signature]
[Signature]

December 29, 2023

Mr. John Krager III, P.E.
Manager of Engineering Services
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: 2024 NPDES MS4 Permitting Services

Dear Mr. Krager:

Alfred Benesch & Co. appreciates the opportunity to propose professional services to assist the City of Bellevue (City) with its National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) annual reporting for the 2023 reporting year as well as provide support services in the implementation of City's 2024 stormwater management program to address Nebraska Department of Environment and Energy (NDEE) compliance with General Permit NER220000 (sMS4-GP). We propose to provide project management and coordination, information gathering, training presentations, and report writing as requested by the City. Preparation of the reports will include following the NDEE Title 119 Chapter 10 – NPDES Regulations Applicable to Storm Water Discharges, the Environmental Protection Agency (EPA) rules for Phase II of the NPDES program, and guidance from the Papillion Creek Watershed Partnership (PCWP). We have experienced personnel on staff with the qualifications needed to support the City in any facet of the project.

We propose to provide the following services:

- Preparing the 2023 Annual Report using the Papillion Creek Watershed Partnership (PCWP) template and information provided by the City.
- Recording changes in the MS4 Area as identified by the City.
- Coordinating with the City to create a total expenditures breakdown for operation and maintenance and other storm water management plan (SWMP) efforts for 2023.
- Capturing records of maintenance measures and practices utilized in 2023 to maintain the municipal storm sewer system (street sweeping, open channel and catch basin cleaning, and structural stormwater controls).
- Updating the City's Facility Runoff Control Plans (FRCP) and Illicit Discharge Detection and Elimination (IDDE) Standard Operating Procedures (SOP) as needed.
- Assisting with the initial training of select City staff who will be performing the regular inspections of IDDE maintenance, compliance, and follow up to public complaints of suspected illicit discharges to the City's storm sewer system. During the training, Benesch will explain the process, forms, what to look for in the field, and suggested BMPs. The training will be held in two parts on one day. The first part of the training will be held at the City of Bellevue's office building on Wall Street and then followed by a site visit to one outfall location to step through the process of completing the paperwork and observing the surroundings and features of the stormwater outfall.
- Presenting a MS4 Stormwater Management Training where an overview will be provided of NPDES, MS4 stormwater management requirements, and standard operating procedures for City of Bellevue Department Staff. The training will be held at the City of Bellevue's office building on Wall Street.

- Performing an annual audit facility inspection following the process and completing the forms as outlined in the City's Facility Runoff Control Plan (FRCP) Program document for each of the following City Facilities: Street Department South Shop, Street Department Southwest Shop, Street Department North Shop, Street Department North Shop Material Storage Yard, Wastewater Maintenance Facility, Fleet Maintenance Facility, Public Safety Building, Parks Department Office, Cascio Pool, Dowding Pool, and Gilbert Pool.
- Coordinating with the City's webmaster to provide updates to the City's Stormwater Management website.

All services provided will be determined and performed solely at the discretion and direction of the City.

Based on anticipated services from previous discussions with City staff as outlined above, we estimate these services will require up to 196 hours during the 2024 calendar year. We propose to provide these services for a Not-to-Exceed fee of **\$23,826.00**. The labor provided under this proposal shall be compensated based upon actual direct labor costs plus overhead and 12% profit. Direct expenses, including subconsultant costs, shall be reimbursed at cost or established industry standard rates (e.g., IRS rate for mileage). It is mutually agreed, the total scope of services is limited to those services requested that may be performed within the budget estimated below unless additional fee is authorized. We will monitor requested services relative to the estimated fee limits and notify the City in advance of any requests that may result in exceeding the fee limit identified herein.

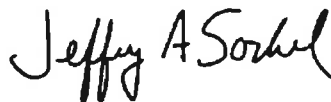
The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized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

This scope of work does not include the following work items, but the additional services for these items may be desired and requested at a later time under a supplemental agreement:

- Identifying and GPS locating outfalls and updating storm sewer outfall maps (all or phased over a couple years).
- Performing regular storm sewer outfall inspections (all or phased over a couple years).
- Performing IDDE outfall inspections with the exception of the one outfall inspection that is a part of the IDDE training.
- Preparing an updated 5-year Storm Water Management Plan (SWMP) with target goals for six key elements (Education and Outreach, Participation/Involvement, Illicit Discharge Detection And Elimination, Construction Site Runoff Control, Post-Construction Runoff Control, and Good Housekeeping).
- Attending PCWP meetings during the year.

If this proposed agreement is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,



Jeffery A. Sockel, P.E.
Senior Vice President/Omaha Division Manager

Accepted:

_____	_____
	Date
_____	_____
Name	Title

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 16, 2024		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:

Wastewater CCTV Van Replacement

SYNOPSIS/BACKGROUND:

Reccomend approval of Mid-Iowa Equipment Sourcewell proposal for \$666,187.82, for the purchase of a replacement CCTV unit for the Wastewater Department, which also includes the POSM software package required to run the equipment for \$22,932.00. The current CCTV unit is 20 years old and at the end of its useful life. The CCTV unit is an integral piece of equipment for the department and utilized daiky to implement the Wastewater Operations and Maintenance Plan.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:


- | | | |
|---|--|--|
| 1. <input type="text" value="Memo from Epiphany"/> | 2. <input type="text" value="Memo from Todd"/> | 3. <input type="text" value="Mid-Iowa Solid Waste Quote\$"/> |
| 4. <input type="text" value="POSM Software LLC Quote"/> | 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
Wastewater Department

8902 Cedar Island Road • Bellevue, Nebraska • 68147 • 402-293-3135

MEMORANDUM

To: David Goedecken
CC: Rich Severson
RE: CCTV Unit for Sanitary Sewer Inspection CIP WW24(1)
Attachments: Proposal Mid-Iowa, Memo from Todd Jarosz

In 2004 the department purchased its first unit that utilized mainline CCTV sewer inspection technology in operations. Over the next 10 years, no complete pipeline conditions assessment program was staffed and implemented within the department, however the CCTV unit became a valuable tool used in daily operations, to the best of the abilities of the department at the time. Through simply addressing emergency obstructions, evaluating immediate structural issues impacting service, and locating connections and structures, this unit was heavily justified in its implementation within the department, even just as an emergency response type of tool. During those 10 years, the value of these types of units were recognized across all private and public platforms within the industry and the technology advanced at a record pace.

From 2015-2017 the department began to fund, staff, train, certify (through nationally accepted standard testing), and finally fully implement a pipeline conditions assessment program meant to produce the data required to create an asset replacement and repair program for the City's existing sanitary sewers. Initial inspections found substantial aging and damaged pipeline, which was certainly contributing to the increased failure rate of the infrastructure itself.

This data was then presented to City Council, and the department recommended continuing to build the asset replacement and repair program through actual conditions assessments that were prioritized systematically.

Now, almost 20 years later, the CCTV unit is past its useful life in actual mechanical ability and certainly in available technology. A comparable advancement that is relatable is our own telephone communication conduits, from the phones of 2004 to the phones of 2024, which have changed so much it is almost unrecognizable to today's versions. The cost of repairs and maintenance of these older units are now becoming harder and harder. One of our camera units was deemed unrepairable and parts obsolete, the other one is likely to experience the same fate any day.

With a fully staffed and trained Technicians and certified PACP Inspectors, we are now using the current unit daily to gather invaluable data on our system.

Over the last two years the department has been preparing to replace the CCTV unit and has found the advancements in technology so vast that the differences from manufacturer to manufacturer are pinpointed to a degree that no unit is comparable to another, as each have some



City of Bellevue
Wastewater Department

8902 Cedar Island Road • Bellevue, Nebraska • 68147 • 402-293-3135

proprietary type of operational advancement. Some units are categorized as more for the private market, some boast they serve both, some specifically are made for municipal use. We focused on the leading manufacturers for the public market, as well as evaluated one that is suited for both public and private use. We spent days demonstrating with each manufacturer and developed a selection committee, as per state statute, since each unit had proprietary type operation where you could not compare units by a standard specification.

Contained here you will find the support memo from Fleet Management that outlines the replacement criterion for the unit as well as the Sourcewell pricing proposal from our selected vendor of the IBAK system, Mid-Iowa.

At this time, we would recommend moving forward with presenting this approved CIP item for City Council approval on January 16, 2024. We believe it may be best to investigate low interest rate financing of the unit to allow the fund to maintain a minimum cash reserve balance for emergency repair purposes. We would also recommend that the current unit be transitioned to our repair crew for use in supporting the open trench and trenchless technology type repairs we complete in-house on our mainlines, as it's resale value would not exceed that value to that current component of operations. When the current camera is deemed obsolete, we should retire it completely from service.

Please, let me know if further detail is needed to place this on the upcoming agenda and of your approval to do so.

Thank you,

A handwritten signature in black ink, appearing to read "Epiphany Ramos".

Epiphany Ramos,
Wastewater and Solid Waste Superintendent
Wastewater Department
City of Bellevue



City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

MEMORANDUM

To: Epiphany Ramos
From: Todd Jarosz
Subject: WW111, CCTY Van Replacement
Date: 9-19-2023

After reviewing Waste Waters unit WW111 the CCTV Van, it is my recommendation to replace this unit. This unit meets the city replacement criteria and is based on the following.

This unit is a 2004 Ford E350 custom CCTV van with 54,000 miles and approximately 15600 hours of idle time (computes to the equivalent of 429,000 drive miles). Currently this unit is operating on technical equipment that is obsolete and the manufacture is no longer in business.

With the new technical equipment that is available on the market today and all the optional equipment needed, the current van is not physically large enough or heavy enough to handle what is needed to complete the task safely and in a timely manner. Due to these circumstances the replacement of this unit would be in the best interest of the City of Bellevue.

Thank you,

A handwritten signature in black ink that reads "Todd Jarosz". The signature is written in a cursive style.

Todd Jarosz
Fleet Superintendent
City of Bellevue



Mid-Iowa Solid Waste
 5105 NW Beaver Dr
 Johnston, IA 50131
 515-276-3352
 Fax 515-276-2976
 Toll Free 800-733-8731

QUOTE

Quote # MWDQ1574

Date 10/31/23

Sales Rep Mark Davis

Helping you clean your Planet since 1975

Quote To:

Ship To:

City of Bellevue
 Sourcewell Member #1276
 8902 Cedar Island Road
 Bellevue NE 68147

City of Bellevue
 Sourcewell Member #1276
 8902 Cedar Island Road
 Bellevue NE 68147

Good for 45 Days

We are pleased to propose the following for your consideration

Qty	Description	Unit Price	Ext. Price
0	IBAK Electric Cutter and Mainline Televising System - 4K HD with Fiber Optic Cable for Mainline System	\$0.00	\$0.00
1	Chassis Detail: VZ000700 Chassis for Conversion E-450, 176" WB, 7.3L V8 Premium Rated Engine, 6-Speed Automatic Transmission with Overdrive w/ Tow-Haul Mode, includes; Remote Keyless Entry, 40-Gallon Fuel Tank, Grey Vinyl Seats and Flooring, Cruise Control, Power Group, Air Conditioning and AM/FM Stereo. RapidView LLC (Vendor) reserves the right to increase the price of vehicle chassis, trailers, and all-terrain vehicles in proportion to any increase of costs to the VENDOR between the date of acceptance of the order and the date of delivery (including without limitation costs relating to exchange rates, model year changes, manufacturer price increases, labor, materials, transport and taxes)	\$44,265.88	\$44,265.88
1	Body Upfit Detail: VZ000776 * CUSTOM CUTTER BOX - GEN POWER * FRP Cargo 16' Box * Dim: 16'x8'x7'6" (tall height) * Chassis purchased separately, call for required chassis specifications * Includes installation of box on approved chassis * Dual swing open rear doors * Side entry door * Rear backup camera * Onan 7Kw Commercial Genset (GAS) 110/220VAC * National Fleet MAD Easyload hoist for up to 1,100 lbs. installed * Panther P100-50AL Silent Air Compressor - Includes oil and filter * Walk-thru design with partition wall and door * Sliding partition window * 12 VDC LED Lighting * Aluminum plank flooring * 13,500 BTU Roof Air * Exterior shore power package * 40 gallon pressurized wash down system and water tank for cutter * Carpeted walls in studio * Rear 5 compartment toolbox * Laminate base cabinetry * Laminate overhead cabinets * Laminate counter tops in office * Butcher block workbench * Strobe light * Directional Arrow board * Small sink in work area * 15" monitor in work area * 17" monitor in studio Equipment Change: * Passenger side rear to have enough space for Vz rack for 505 drum	\$63,284.50	\$63,284.50

Qty	Description	Unit Price	Ext. Price
1	VZ000306 KW Reel cabinet, (W-22", L-39" & H-34"), with a slide out tray for the LISY Synchro drum and one locking drawer with a divider. All aluminum drawer construction	\$2,092.00	\$2,092.00
1	VZ000712 Wall-Mount Electric Heater *Installed under desk in office	\$683.00	\$683.00
0	Cameras:	\$0.00	\$0.00
1	V0494060 ORION 3.0 Zoom HD/SD Adaptive PAN & TILT CAMERA * Pan, Tilt and Zoom for 4" and up * May be used on tractor or pushrod * Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate * High resolution and superior picture quality * Laser diameter, deformation, defect and object measurement with appropriate software modules	\$21,145.00	\$21,145.00
1	V4004025 ORPHEUS HD Pan & Tilt Camera WITH TRANSMITTER * Pan&Tilt, Zoom Camera of 6" pipelines * Full HD 1920x1080 Resolution, HD-SDI Standard (patent pending) * 160x Zoom (10x Optical, 16x Digital) * Pan-able zoom optics * High-power LED lighting with gap lighting * Intelligent Auto-Focus * Innovative HUD display * Includes installed 33hz transmitter	\$34,145.00	\$34,145.00
1	IBAK Mini-Lite 2.1 Push Camera System, includes: V4019001 ORION Zoom PAN & TILT CAMERA * Pan, Tilt and Zoom (3x digital) camera for 4" and up pipelines * May be used on tractor or pushrod * Auto-focus, Auto-uprighting, LED Lighting and 33 kHz Transmitter for locate * New wide angle of view = 90° V8045359 MiniLite 2.1 Replaceable Drum - 250 feet of EX Perfect Pushrod * Easily replace pushrod drum on MiniLite system. 804563001 MiniLite 2.1Frame * Basic frame for MiniLite 2.1 * Does not include Exchangeable drum, cable, controller, or camera * Includes 2 rechargeable batteries and charger * Includes 313200498 tool kit * Foot brace is no longer recommended, or included. * New design with bottom-loading cable for more stability. * New positionable pushrod guide on frame which reduces wear and abrasion. * New brake positioned for ease of use V8045101 BP 2 Portable Control Console w/ Joystick - (1) Joystick for camera control - High resolution 10" touch display (IP43) - Integrated Windows 10 PC - 2x USB 3.0 Ports - IBAK Recorder software for recording and playback of videos and pictures.	\$23,991.00	\$23,991.00
0	Tractors and Accessories:	\$0.00	\$0.00
1	V0000367 UPGRADE - to 512kHz transmitter with Perfect Pushrod MP2 style termination (non-spring style).	\$1,506.00	\$1,506.00
1	901601040 Pressure Test Set	\$508.00	\$508.00
1	V9052009	\$12,966.00	\$12,966.00

Qty	Description	Unit Price	Ext. Price
	<p>T66.1 HD Camera Tractor</p> <ul style="list-style-type: none"> * For use with HD camera cable/systems * For camera operation in pipelines 4" and larger * Zero turn radius, full steering with ATC (Automatic Tilt Compensation) * Incl. test adapter, tool set and lowering claw. * Includes 4", 6" and 8" wheelsets 		
1	<p>V9052021 Camera Connection Type 2-8 SD/HD for SD cameras and ORION 3 (SD or HD modes)</p> <ul style="list-style-type: none"> * Solid front connector for camera on T66.1 HD or T66.1 * Accepts Standard Definition cameras (ORION, NANO) and the ORION 3 SD/HD Camera. * If used on a T66.1 HD the ORION 3 will operate in HD mode 	\$2,176.00	\$2,176.00
1	<p>905211031 Additional Weight for T66</p> <ul style="list-style-type: none"> * For 6" and up * Light and heavy weights included * Additional weight = additional traction = greater distance 	\$750.00	\$750.00
1	<p>905216791 High-Traction Tungsten Carbide Wheels for 8" and up</p> <ul style="list-style-type: none"> * For use with T66 for 8" and up * For use with PANO 150 Tractors for 10" and up. * Large Grit **Comes With 12 Each, 6001562 M5x20 Countersunk Torx, 6001043 M5x25 Cheese Head and 6000081 A5.3 Flat Washers** 	\$1,590.00	\$1,590.00
1	<p>905212591 Treaded Wheel Set 118 NBR Complete - Black- **T66 & PANORAMO 150**</p> <ul style="list-style-type: none"> *T66 Used In 8" / 200mm & Up Pipe* *PANORAMO 150 Used In 10" / 250mm & Up Pipe* ((Uses Replacement Tire P/N 900411142)) 	\$1,227.00	\$1,227.00
1	<p>902202191 Wheelset Adapters - KRA65 to Run The T76 - 120 Granulated Wheel Set ***Set of 4 ***</p> <p>Supplied With - 8 M6x25 - #6000124 Bolts + 8 M5x10 #6000115 bolts and 8 A6.4 - #6000082 Washers ***</p>	\$820.00	\$820.00
1	<p>902211090 Pneumatic Wheels and Adapters for KRA65 / T66 Tractor Carriage</p> <p>***Set of 4 with bolts and spacers*** (((Replacement Tire With Tube 4415370)))</p>	\$1,399.00	\$1,399.00
1	<p>V9049001 T76 HD TRACTOR</p> <ul style="list-style-type: none"> * HD Version required for HD System operation * Mainline tractor for use in pipelines 5" and up * Zero turn radius, full steering with ATC (Automatic Tilt Compensation) * Includes lowering claw, toolset and 5"/6"/8"/10" wheelsets * T76 can be used as the chassis for the LISY 3.2 HD Extension * Requires a HD Camera Base module for normal mainline operations 	\$22,870.00	\$22,870.00
1	<p>V9040013 HD Camera Base Module for T76/86 Tractor</p> <ul style="list-style-type: none"> * Required for operation of T76/86 HD as mainline tractor * Includes 33kHz and 512Hz transmitters for location 	\$6,417.00	\$6,417.00
1	<p>904116031 Remote Elevator for T76/86</p> <ul style="list-style-type: none"> * Raises the camera to allow centering in pipeline * Lifts camera above water line in pipes with flow 	\$7,499.00	\$7,499.00
1	<p>900406690 Pneumatic Tires for T76/86 KRA75/85 PANORAMO and LISY (Grey)</p> <p>***Comes with 8 - 6000510 (M6x75) & 8 - 6000412 (M6x35) Wheel Bolts and 8 - 6000082 (A6.4) Washers***</p>	\$1,381.00	\$1,381.00

Qty	Description	Unit Price	Ext. Price
1	900406691 High-Traction Tungsten Carbide Wheels for 8" and up >>>Complete Set of 4 with bolts and washers<<< * For use with T76 / T86 / PANO2 Tractors * Large Grit * Uses Wheel Bolt 60000291 * Uses Flat Washer 6000082	\$1,479.00	\$1,479.00
1	900410891 T76 Treaded Wheelset for 12" and up (Brown/Hard) - For 16" and up on a T86 - For 12" and up on a T76 - For 10" and up on a T66 ***Uses Replacement Tire 900411742***	\$1,618.00	\$1,618.00
1	904100890 X-Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black) ***Set of 4 with bolts and washers*** -Comes With: - 6000082 A6.4 Washers X8 -6001522 M6x113 Bolts X8 -6001991 M6x80 Bolts X8	\$2,036.00	\$2,036.00
0	Control Unit, Reel Components, Cable	\$0.00	\$0.00
1	V1976009 BS7-R Control Unit for GATOR® - For operation of the camera and the tractor functions - For permanent installation in a vehicle in 19" technology - Separate control panel type BP7 (u-console) with color LCD display for status information, 2 joysticks, emergency stop, microphone for intercom - Video in and out, S-video out - Data display generator EDI and RS232 interface - Operating voltage 100/120/240 VAC +/-10% - Integrated box A for extension kit	\$36,055.00	\$36,055.00
1	V8029020 KW505 FO2 4K Synchronized Power Cable Reel * Designed for use with 00/12 FO2 X2 fiber optic cable required for PANORAMO 4K systems * Synchronized cable payout and retraction * Automatic level wind * Requires vehicle installation * Includes remote control pendant and LED boom light * Distance counter with rear display * Holds up to 2000' on 00/12 FO2 X2 fiber optic cable * Includes integrated tractor lowering winch and control	\$36,823.00	\$36,823.00
1	802663201 KW 305 / 505 Boom Left Swing Bracket With Screws	\$485.10	\$485.10
1	80072300 FOX2 FO4 HD 4K Camera Cable Type 00/20 (NEW) * 1640 feet of dual fiber cable	\$16,683.00	\$16,683.00
1	904350020 Cable Deflection Pulley KUV 2.7 with rope and holder (50ft of rope)	\$726.00	\$726.00
1	800500841 KW Reel foot-operated winch switch (KW505, 310 and 305) * Control the lowering winch with foot to allow more control while lowering the tractor into the manhole	\$1,036.00	\$1,036.00
1	703600291 Yellow Connection / Link cable- KW305 to Controller and Synchro Reel Connection to Mainline Reel	\$1,920.19	\$1,920.19
1	197601991 BE7 to Winch 48 Volt Power Supply Cable (Gray) ***26.5 feet or 8.07 meters***	\$450.74	\$450.74

Qty	Description	Unit Price	Ext. Price
1	195502491 Green Video Cable BOP / LISY - BNC to 3Pin Video-Out cable ***Connects The Synchro Reel Directly To The Monitor*** **Used Also - BOP or LISY Box (Part of the KW LISY simulator box) ***3 meter***	\$381.15	\$381.15
1	333302142 PC Com2 Cord CONTROL CABLE PANORAMO (((10 Meter Length))) ***Dark Grey, Black RS232 to Orange 4 POL Drum Connection***	\$337.26	\$337.26
1	V1311001 Switchover Box for Cable Winches - For operation of the cutter cable winch and the TV cable winch with the same control system	\$2,176.00	\$2,176.00
0	Microgator Electric Cutter and Components:	\$0.00	\$0.00
1	V1421005 MicroGATOR® 2.1 Electric Cutting and Grinding Robot * Includes BG 1 Motor * For 8" to 16" relined pipelines (larger with attachments) * (2) Wheel sets included for up to 15" pipelines * Pneumatic system locks robot into pipeline for stability. * Pressure monitoring	\$95,525.00	\$95,525.00
1	V1490003 GATOR® FrontCam for cutter motor BG1	\$6,538.00	\$6,538.00
1	V1490002 GATOR® OPTIONAL 4th Axis upgrade * Allows tilt of the tool control arm for working up inside laterals. * Adds versatility and flexibility to cutting and grinding operations.	\$6,901.00	\$6,901.00
1	V4014003 GATOR® CutterCam 2.0 Color Panning Camera * High quality image to monitor workspace * High power LED lighting * Pan range +165° / -135° * Remote focus * Automatic cleaning system	\$11,260.00	\$11,260.00
1	V1321003 GATOR® Cable Reel System KW150 * Includes 500' of Hybrid Cable * Includes switch box and controller support * Can only be used with BS 7-R controllers. * Automatic level wind * Now includes 139013500 Manhole Deflection	\$138,385.00	\$138,385.00
1	V1055002 GATOR® Tool Kit for MicroGATOR® * Tools for maintaining system * Includes spare parts and common wear items	\$9,443.00	\$9,443.00
1	900310000 KUV 3.1R with protection grid - Top manhole roller for GATOR®	\$2,397.00	\$2,397.00
1	V1391001 GATOR® Installation and Power Package * Required for installation of GATOR® system * Circuit protection * Power switching * Power Transformation and control	\$8,150.00	\$8,150.00
0	Computer, Software and Related Components:	\$0.00	\$0.00
1	V0001017 19" Industrial PC These specifications or greater: * Ruggedized Rack Mount Cabinet	\$6,985.00	\$6,985.00

Qty	Description	Unit Price	Ext. Price
	<ul style="list-style-type: none"> * Intel Quad Core Processor * 16 GB RAM * 256 GB Solid State Drive for Applications / OS * 2 TB Hard Drive for Data * DVD-R/CD-RW drive * Keyboard and Optical Mouse * Operating system Windows 10 Professional * 17" VGA LCD Monitor when purchased with vehicle conversion 		
	<ul style="list-style-type: none"> *INCLUDES POSM SOFTWARE PACKAGE POSM Server GIS Edition License POSM SQL and Capture Card Per attached detail from POSM 		
0	Training:	\$0.00	\$0.00
1	Training - Equipment Training Five (5) days training at customer's location. * Includes review of operation and maintenance of supplied equipment. * Additional days of training can be added at \$1250.00 per day. * Training is no charge at RapidView's facility in Rochester, Indiana.	\$4,750.00	\$4,750.00
0	Freight, PDI, Delivery to Bellevue, NE is included	\$0.00	\$0.00
		Sales Tax	\$0.00
		Shipping	\$0.00
		Total	\$643,255.82

Above prices do not include state or local taxes if applicable

Sourcewell Contract # 122017-RVL

Lead Time: 130 - 160 days from Receipt of Order

"At Your Disposal",

Mark Davis

POSM Software LLC
 2145 Millsboro Rd
 Mansfield, OH 44906
 US
 859-274-0041
 info@posmsoftware.com
 www.posmsoftware.com

Quote 3253



ADDRESS	SHIP TO	DATE	TOTAL
Mark Davis Mid Iowa Solid Waste 5105 N.W. Beaver Drive Johnston, IA 50131	Mark Davis Mid Iowa Solid Waste 5105 N.W. Beaver Drive Johnston, IA 50131	09/26/2023	\$22,932.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	POSM GIS Server	POSM Server GIS Edition License. Full blown POSM SQL from a drive or cloud, plus two-way GIS synchronization tools to keep all your engineers in touch with all your Closed Circuit TV data.	1	21,500.00	21,500.00
	POSM GIS Server	1 Year POSM GIS Server Edition Support	1	3,500.00	3,500.00
	Magewell USB Capture Card	For HD capture	1	450.00	450.00
	Shipping and Handling	Shipping and Handling Fees (Estimate)	1	30.00	30.00

Upon acceptance of a quote or estimate, POSM will generate an invoice with payment terms consistent with support renewal terms; or in some cases, determined by the terms agreed upon and set in a purchase order issued by the buyer.	SUBTOTAL	25,480.00
	DISCOUNT 10%	-2,548.00
	TAX	0.00
	TOTAL	\$22,932.00

THANK YOU.

Accepted By

Accepted Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
1/16/2024

COUNCIL MEETING DATE: January 16, 2024		SUBMITTED BY: Dave Goedecken-PW/ Jim Shada - Parks	
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:

New Haworth Ballfield Shelter

SYNOPSIS/BACKGROUND:

Bids from Dostal Construction and Creative Sites were received by the City. The low bidder was Dostal Construction to replace the shelter at the cost of \$54,250.00. The shelter is beyond repair and needs replaced.

FISCAL IMPACT:: \$54,250.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Dostal Construction	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: New Haworth Ballfield Shelter		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: New Haworth Ballfield Shelter		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: YES		
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): CIPPK23(02)	
ACCOUNTING DISTRUBUTION CODE: CIPPK23(02)	ACCOUNT NUMBER: 10-11-7040	

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the contract between the City of Bellevue and Dostal Construction not to exceed \$54,250.00 to replace the shelter at Haworth Ballfield.

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. Contract | 2. Bids | 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: 



We Influence The World!

City of Bellevue
Parks Department
8201 South 42nd St. • Bellevue, Nebraska • 68147 • 402-293-3122

MEMO

TO: David Goedecken
Public Works Director
FROM: Jim Shada *J. Shada*
SUBJECT: Haworth Ballfield Shelter
DATE: January 4, 2024

The Haworth Ballfield shelter is beyond repair and needs replaced. Facility Maintenance staff made this evaluation and I agree with their assessment.

I have received a low bid from Dostals Construction to replace the shelter at a cost of \$54,250.00. Below are the bids I received.

Dostal Construction	\$54,250.00
Creative Sites	\$54,706.00

I would like your approval to proceed with this.

Thank you!

David Goedecken
1/4/24

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 16th day of January 2024 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Dostal Construction ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

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

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

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed by September 20, 2024, unless such completion date is (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed **Fifty-four thousand two hundred fifty dollars and 00/cents (\$54,250.00)** ("Contract Sum").

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

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

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

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

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

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

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

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

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

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

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

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

With a copy to:

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

If to Contractor:

Dostal Construction
13680 S 220th Street
Gretna, NE 68028
Fax No: _____

With a copy to:

Fax No.: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: January 16, 2024		SUBMITTED BY: Dave Goedeken - Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

36th Street, Sheridan Road to Platteview Road

SYNOPSIS/BACKGROUND:

Olsson to perform Scope of Services. Limited construction observation on private utility relocations within the 36th Street right-of-way associated with the future 36th Street roadway improvements from Sheridan Road to Platteview Road.

FISCAL IMPACT: \$68,300.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Olsson, Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: 36th Street, Sheridan Road to Platteview Road-Project

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: South 36th Street-Sheridan Road to Platteview Road

START DATE: January 2024 END DATE: April 2024 PAYMENT DATE: INSURANCE REQUIRED: YES

CIP PROJECT NAME: South 36th Street-Sheridan Rd to Platteview Rd CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: CIPST24(05) ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Olsson, Inc. not to exceed \$68,300.00

ATTACHMENTS:

1. Agreement 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures in blue ink]



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

January 11, 2024

City of Bellevue
Attn: David Goedeken, PE
210 W Mission Ave
Bellevue, NE 68005

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
36th Street, Sheridan Road to Platteview Road, Bellevue, NE (the "Project")

Private utility relocations associated with the future 36th Street roadway improvement scheduled to follow.

Dear Mr. Goedeken:

It is our understanding that City of Bellevue ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent, and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Mid-January 2024
 Anticipated Completion Date: Mid-April 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal	6	\$ 80.00	\$ 480.00
Registered Land Surveyor	4	\$ 65.00	\$ 260.00
Project Manager	24	\$ 50.00	\$ 1,200.00
Field Specialist	260	\$ 38.00	\$ 9,880.00
Engineer	24	\$ 48.00	\$ 1,152.00
Senior Designer/Technician	16	\$ 40.00	\$ 640.00
2-Man Survey Crew	104	\$ 65.00	\$ 6,760.00
Administrative	4	\$ 36.00	\$ 144.00
TOTALS	442		\$ 20,516.00

Direct Expenses:	Amount
Survey Trip Costs 15 Trips @ \$30/Trip	\$ 450.00
Printing and Reproduction Costs	\$ 200.00
65 Trips @ \$30/Trip	\$ 1,950.00
Environmental Investigations	\$ -
Other Miscellaneous Costs	\$ 109.53
TOTALS	\$ 2,709.53

Total Project Costs:	Amount
Direct Labor Costs	\$ 20,516.00
Overhead @ 185.45%	\$ 38,046.92
Total Labor Costs	\$ 58,562.92
Fixed Fee @ 12.00%	\$ 7,027.55
Direct Expenses	\$ 2,709.53
PROJECT COST	\$ 68,300.00

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By Tony Egelhoff
Tony Egelhoff
Technical Leader (Engineering)

By Marty Weander
Marty Weander
CA Manager

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF BELLEVUE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

- General Provisions
- Scope of Services
- Standard Labor Rate Schedule
- Reimbursable Expense Schedule

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated December 18, 2023 between City of Bellevue (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 36th Street, Sheridan Road to Platteview Road, Bellevue, NE

Project Description: Private utility relocations associated with the future 36th Street roadway improvements scheduled to follow.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

BACKGROUND

- Client- City of Bellevue, NE Is requesting limited observation on private utility relocates within the ROW by Olsson
- 36th Street Phase II – Approximately 2-mile stretch. ½ rural, ½ borders on residential developments
- Utility companies will be responsible for One-Call, they may or may not pot-hole.

Phase 100 – Utility Relocation Coordination

Task 101 – Project Management

- This task includes time for overall management and coordination of the project team, coordination with Client staff, coordination with key stakeholders, and preparation of progress reports and invoices in accordance with Client requirements.

Task 102 – Project Initiation Meeting

- Create a utility relocation tracker to document private utility company touch points, responses, staking requests, utility alignment flag line reviews, and photo documentation.
 - Conduct a utility relocation pre-construction meeting with stakeholders to discuss the responsibilities of each party, review the project site, discuss the limits of the survey staking, establish schedule for completion of each utility, and establish channels of communication. Olsson will prepare and distribute minutes of the meeting. *Olsson will reach out to the utility companies to initiate communication. We cannot guarantee that the companies will show up to the pre-construction meeting.*

- Each private utility company will need to contract directly with Olsson for staking needs.
 - Olsson will not stake actual utility alignments for relations. We will stake curb lines, ROW limits, storms sewers, and city utilities associated with the roadway project – to establish a utility corridor.

Task 103 – Observation and Coordination

- Olsson will provide periodic site visits and request that each utility company flag their proposed alignment prior to starting construction.
- Olsson assumes that each utility will contact Olsson prior to starting their relocation and provide a schedule of work.
- Olsson will take photos of the flagged alignment.
- Olsson cannot guarantee that the utility company builds within the utility corridor.
- Assumes 20hrs/week for 90-day period.
 - Olsson will review traffic control plans for utility companies.

Task 104 – Pothole Data Collection

- Olsson will coordinate with utility companies on potholing of existing utility lines. If a line is to remain in place, Olsson survey will collect GIS data from the pothole that can be referenced at a later point for the project.
- Assumes 1 trip/week to for 90-day period.

Assumptions & Exclusions

- Olsson does not guarantee the performance of the private utility.
- Olsson shall not be responsible, nor have any liability for utility companies relocating in the wrong area.
- Olsson is not responsible for the utility companies' potential conflicts with other utility companies within the corridor.
- Private utility and service lines that are operated by property owners will not respond to one-call and likely don't have accurate records. These are often unknown and only encountered during construction.
- Olsson will provide periodic site visits during construction but that does not guarantee that the utility company is constructing their lines in the correct location. Any necessary relocations due to placement outside of a designated corridor is the responsibility of the utility provider.

- We cannot guarantee the schedule of the relocations.
- Periodic site visits are not intended to be an exhaustive check or a detailed inspection of the utility companies work but rather are to allow Olsson to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the plans.
- If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.
- Olsson shall not supervise, direct, or have control over the utility company's work nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the utility company, nor for the Contractor's safety precautions or programs in connection with the Work.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated January 11th 2024 between City of Bellevue ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client

understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by

Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Removed.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims,

damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable

under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual

orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials

shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be

governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

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

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.655/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Olsson 2023 Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$140.00 - \$463.00
Project Manager	\$129.00 - \$254.00
Project Professional	\$104.00 - \$237.00
Assistant Professional	\$71.00 - \$173.00
Designer	\$90.00 - \$210.00
CAD Operator	\$59.00 - \$133.00
Survey	\$56.00 - \$181.00
Construction Services	\$49.00 - \$254.00
Administrative/Clerical	\$47.00 - \$159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
1/16/2024

COUNCIL MEETING DATE: January 16, 2024		SUBMITTED BY: Administration/Legal Department	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Lease Agreement between the City of Bellevue and Premier Sports Village, LLC

SYNOPSIS/BACKGROUND:

The City entered into a Lease Purchase Agreement with Premier Sports Village on October 20, 2020, which expired on August 31, 2023. The Parties did not extend the now expired Lease Purchase Agreement, but instead have negotiated a new Lease Agreement, which leases the property to Premier Sports Village on a month to month basis.

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="Premier Sports Village"/>	INTERLOCAL AGREEMENT: <input type="text" value="No"/>
CONTRACT DESCRIPTION: <input type="text" value="Lease Agreement with Premier Sports Village"/>		
CONTRACT EFFECTIVE DATE: <input type="text" value="September 1, 2023"/>	CONTRACT TERM: <input type="text" value="month to month"/>	CONTRACT END DATE: <input type="text" value="until terminated"/>
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 Lease Agreement and Authorize Mayor to Sign.

ATTACHMENTS:

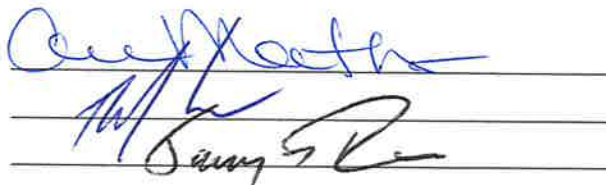
1. <input type="text" value="Lease Agreement"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made this ____ day of _____, 2024, between the City of Bellevue (“City” or “Lessor”) and Premier Sports Village, LLC (“PSV” or “Lessee”), jointly referred to as the “Parties”.

WHEREAS, Lessor is the owner of real property located in the City of Bellevue, Nebraska, which is legally described as *Lot 1 Bellevue Sports Complex (25ac), Parcel #011591799*.

WHEREAS, the Parties desire to enter into a month-to-month lease agreement regarding the real property described herein.

NOW, THEREFORE, in consideration of the Rent and the covenants, conditions, and agreements herein reserved, mentioned and contained on the part of Lessee to be paid, kept and performed, Lessor hereby leases to Lessee, and Lessee hereby accepts from Lessor, the Property (hereinafter defined), subject to the terms, conditions, and agreements herein expressed, in “as is/where is” condition with all faults and no representations expressed or implied:

1. **Property.** The Property which is the subject of this Agreement is legally described and depicted in Exhibit “A,” which is attached hereto and incorporated herein by this reference (the “Property”). Lessor leases unto Lessee, and Lessee hereby accepts from Lessor, the Property, subject to all the terms and conditions set forth in this Agreement.
2. **Effective Date.** The Parties hereby intend and agree that this Agreement shall be effective as of September 1, 2023 (“Effective Date”), and always thereafter until such time that this Agreement expires or is terminated, with the same force and effect as if this Agreement had been executed on that date.
3. **Term.** This Agreement shall be considered a month-to-month lease. Lessee shall be allowed to occupy and utilize the Property subject to the terms and conditions of this Agreement starting on the Effective Date and ending upon notice of no less than thirty (30) days from either Lessor or Lessee (“Lease Term”) to terminate the Agreement.
4. **Rent.** The Lessee agrees to pay Lessor as rent the sum of One Thousand Dollars (\$1,000.00) per month during the Lease Term without deduction, set-off, prior notice or demand. All rent shall be due and payable on the first day of each calendar month throughout the Term and any extension thereof. Rent for any partial month shall be apportioned *pro rata* based on the actual number of days elapsed. All Rent shall be paid to Lessor at the address to which notices to Lessor to be given pursuant to Section Sixteen (16) of this Agreement.

Lessee agrees to pay Lessor a retroactive rent payment in the lump sum of Five Thousand Dollars (\$5,000.00) for the months of September, October, November, December 2023 and January 2024. This lump sum payment shall be due and payable upon execution of this Agreement.

5. **Utility Charges.** Lessee shall be responsible for all utilities and services provided to Lessee at the Property and agrees to pay, prior to delinquency, all charges for electricity, gas, water, sewage and/or all other public and private services or charges used by or through Lessee at the Property.
6. **Use.** Lessee shall use the Property for the sole and exclusive purpose of establishing and maintain a six-field athletic complex for public/private use on the Property during the Lease Term. Lessee accepts the Property “as-is” without reservation or qualification. Lessor makes no representation as to the suitability of the Property for any purpose whatsoever. Notwithstanding any other provision of this Lease, Lessee shall comply with all local, state or federal laws, statues, ordinances, and governmental rules, regulations or requirements now in force or which may hereafter be in force with respect to the Lessee’s use and occupancy of the Property.
7. **DMV Lease.** Lessee acknowledges and agrees that a portion of the Property, consisting of approximately 75,000 square feet of the concrete parking lot, is subject to an existing lease between the City and the Department of Administrative Services (“DMV Lease”), acting on behalf of the Department of Motor Vehicles (“DMV”). Lessee agrees that nothing in this Agreement shall prevent the DMV from utilizing the leased premises in accordance with the provisions of the DMV Lease. Lessee further agrees that nothing in this Agreement shall prevent the City from permitting the DMV to continue utilizing the lease premises pursuant to the current terms of the DMV lease or the exercise of any extension or renewal option contained in the existing DMV Lease.
8. **Alterations, Maintenance and Repairs.** Lessee agrees that during the Lease Term, Lessor shall not be obligated to repair, replace or otherwise maintain the Property for any purpose or to any standard or in any way. All work, alternations, installations, additions and improvements shall be done at Lessee’s sole expense. In the event of termination of this Agreement, Lessee will be required, at Lessee’s sole cost and expense, to remove most, if not all, of Lessee’s alterations and improvements and restore the Property to its original condition, except ordinary wear and tear. Lessee shall keep the Property free and clear of all trash, rubbish, debris and other materials, the presence or accumulation of which may constitute a nuisance under the ordinances of the City of Bellevue. Lessee shall not commit nor allow the waste of any of the Property nor the occurrence of any unlawful act thereupon. Lessee shall maintain the entirety of the Property (including, but not limited to: the roof, foundation, water, sewer and gas connections, pipes and mains, plumbing, heating and ventilation, and electrical systems) in good operational condition for the conduct of Lessee’s business at the Property. All repair work shall be done in a good and workmanlike manner. Lessor shall not be responsible for maintaining, repairing or restoring any part of the Property or improvements.

Lessee shall provide a written monthly update to the Bellevue City Administrator throughout the Lease Term listing all maintenance, repairs, improvements, restorations and/or alterations made to the Property.

9. **Assignment and Subletting.** Lessee shall not assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld during the Lease Term. Any occupant, assignee, or sub-Lessee must agree to abide by all the terms and provisions of this Lease in the event of written consent.
10. **Damages to Property.** If the Property or any part thereof shall be damaged by fire or other casualty, whether man made, natural or otherwise, Lessee shall at its own expense commence to restore said property and thereafter diligently complete such restoration. Such repairs shall substantially restore the condition of the Property prior to the casualty. No abatement of rent shall be allowed during the time and to the extent the Property is unfit for use as a result of such damages.
11. **Default.** Lessee shall be considered in Default if one of the following events occurs:
 - a. Failure by Lessee to make any Rent or other payment owed by Lessee to Lessor under this Agreement, and the continuance of such failure for fifteen (15) days after written notice by Lessor to Lessee.
 - b. Failure by Lessee to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the State of Nebraska and/or the City of Bellevue.
 - c. Failure of Lessee to comply with any provision of this Agreement.

Upon occurrence of any Default by Lessee and at any time thereafter, Lessor may, without any further notice, terminate the Lease agreement and seek other remedies available to the Lessor according to the law. Lessee shall be liable for any and all damages of any kind or nature arising from or as a result of Lessee's Default. Lessee hereby waives any and all rights of redemption it may have, and further waives any counterclaims, other than compulsory counterclaims, against the Lessor under applicable law.

12. **Indemnity.** Without limitation to the foregoing, to the maximum extent permitted by law, Lessee, on behalf of Lessee and all of Lessee's heirs, executors and assign, hereby waives any right, remedy or recourse that Lessee may have now, or in the future, against Lessor, its employees and agents, as a result of any act, error or omission of Lessor, including those of its agents and employees, including any claim for any loss or damage to Lessee'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 Lessor in this paragraph or elsewhere in this Agreement. Without limitation to the foregoing, and to the maximum extent permitted by law, Lessee shall hold Lessor harmless from and against any claim, liability, loss or damage of any nature whatsoever, whether related to an existing condition of the Property or otherwise, (a) of Lessee or any other person (including any employee, contractor or agent of Lessor) that may arise or result from, out of or in connection with any Lessee use or occupancy of the Property, including, any such claim, damages or liability that may arise or result from any lawful or unlawful entry upon the Property and (b) to Lessor 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 Lease.

13. **Insurance.** Lessee at its sole cost and expense, shall obtain and maintain (or cause to be obtained and maintained) comprehensive broad form commercial general liability insurance covering claims arising out of Lessee's operations, use and occupancy of the Property. Coverage shall be maintained on an occurrence basis, covering premises and operations, produces and completed operations, contractual liability, personal injury liability, bodily injury liability and property damage liability. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate. Such insurance shall: (a) name Lessor as an additional insured; (b) specifically insure Lessee's indemnity obligations; and (c) be primary to any liability insurance maintained by Lessee. Lessor does not in any way represent that the insurance herein, whether in scope of coverage or limits of coverage, is adequate or sufficient to protect Lessee's business or interests and Lessor shall not be responsible for any of Lessee's furniture, fixtures, equipment, other personal property or business damages.
14. **No Waiver of Breach.** No act or acts, omission or omissions, or series of acts or omissions, or waiver, acquiescence, or forgiveness by Lessor as to any default in or failure of performance, either in whole or in part, by Lessee, of any of the covenants, terms and conditions of this Agreement, shall be deemed or construed to be a waiver by Lessor of the right at all times thereafter to insist upon the prompt, full and complete performance by Lessee of each and all the covenants, terms and conditions herein, thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Lessee.
15. **No Partnership, Joint Venture.** Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between Lessor and Lessee, or between Lessor and any other party; nor shall Lessee be deemed Lessor's agent. Lessor shall not be liable for the debts or obligations of Lessee or for any other party.
16. **Partial Invalidity.** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances 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.
17. **Notice.** Whenever notice is required to be given by either Party under this Agreement, it will be deemed sufficient if sent by regular U.S. Mail or hand-delivered to Lessee/Lessor at the following addresses:

Lessee: Premier Sports
7001 N. 153rd
Bennington, NE 68007

Lessor: City of Bellevue
Attn: City Clerk
1500 Wall Street
Bellevue, NE 68005

Notwithstanding the above notice requirements, whenever notice is required to be given by either Party pursuant to applicable law, said notice requirements of the applicable law shall supersede any notice requirements herein.

- 18. **Time.** Time is of the essence for this Agreement and each and all of its provisions in which performance is a factor. All periods of time referred to herein shall include all Saturdays, Sundays and state or national holidays.
- 19. **Amendments.** No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto and their respective successors in interest. This Agreement shall not be effective or binding on any party until fully executed by both Parties hereto.
- 20. **Force Majeure.** Neither Party will be held 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 a "Force Majeure"), to the extent beyond its reasonable control: acts of God, riots, war, terrorist acts, epidemic, pandemic, quarantine, civil commotion, natural catastrophes. 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 to 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 obligation hereunder.
- 21. **Choice of Law.** This Agreement shall be governed by the laws of the State of Nebraska.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____ 20_____.

**CITY OF BELLEVUE, A Municipal Corporation,
Lessor/Seller**

By: _____
Rusty Hike, Mayor

ATTEST: _____
City Clerk, Susan Kluthe

PREMIER SPORTS VILLAGE, LLC

Lessee/Buyer

Sean Johnston
Premier Sports Village LLC

Sean Johnston
Printed Name