

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

Tuesday, July 16, 2024 6:00 PM


Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Acknowledge receipt of June 11, 2024 Tree Board Minutes.
 2. (*) Acknowledge receipt of June 27, 2024 Planning Commission Minutes.
 3. (*) Approval of July 2, 2024 City Council Minutes.
6. (*) APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: None
8. ORGANIZATIONAL MATTERS: None
9. APPROVED CITIZEN COMMUNICATION: None Received
10. LIQUOR LICENSES: None
11. ORDINANCES FOR ADOPTION (3rd reading): None
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): None
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4158: Request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development. Applicant: Eric Carlson. General location: 5007 Platteview Rd. (Planning Director)
 - b. Ordinance No. 4159: Request to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive. (Planning Director)
 - c. Ordinance. No. 4160: Request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street. (Planning Director)
 - d. Ordinance No. 4161: Request to rezone Lot 29, Dee's Addition to South Omaha, from RS-84 to RG-20 for the purpose of multi-family residential development. Applicant: Housing Foundation for Sarpy County. General location: 2713 Edwards Street. (Planning Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Request for site plan approval for Lot 1, Tregaron Towne Centre Replat Seven, for the purpose of a McDonald's restaurant. Applicant: McDonald's USA, LLC. General location: 2306 Towne Centre Drive. (Planning Director)
 - b. Request to final plat Lots 1 through 113, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A, located in the Southeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: Cornhusker Creek, LLC. Development. General Location: S. 36th Street and Cornhusker Rd. (Planning Director)
 1. Approval of the Cornhusker Creek Mixed-Use Agreement.
 2. Approval of the Cornhusker Creek Subdivision Agreement.
15. RESOLUTIONS: None

16. CURRENT BUSINESS:

- a.  Approve and authorize the Mayor to sign the First Amendment to the School Resource Officer Program Memorandum of Understanding (MOU) with the Omaha Public Schools. (Police Chief)
- b. Approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with the Housing Foundation for Sarpy County in an amount not to exceed \$18,545.44. (Finance Director/CDBG Program Specialist)
- c. Approve and authorize Mayor to sign Proposal with Hydro Kleen, in an amount not to exceed \$44,954.87 and Johnson Service, in an amount not to exceed \$26,250.00, for the Cured in Place Pipe (CIPP) Rehabilitation of Sanitary Sewer mainlines on 27th Avenue and 24th Avenue, for a total project cost of \$71,204.87. (Wastewater Superintendent/Public Work Director)
- d. Approve and authorize the Mayor to sign the Proposal with RJN Group for the 2024 GIS Updates and Field Confirmation - Sewershed K, in an amount not to exceed \$126,600.00. (Wastewater Superintendent/Public Works Director)
- e. Approve purchase of two heat pumps for the 1510 Wall Street building, in an amount not to exceed \$19,036.00. (Public Works Director)
- f. Approve and authorize the Mayor to sign Supplemental Agreement #2 with Felsburg Holt & Ullevid for Signal Improvements along Fort Crook Road, in the amount of \$7,500.00. (Public Works Director)
- g. Approve and authorize the Mayor to sign a Lease Agreement with Beardmore Hyundai on a 2024 Hyundai Palisade SEL being used by a detective on the DEA Task Force, for an amount up to \$750.29 (with partial reimbursement). (Sgt. Greiner/Chief Clary)
- h. **+++ ITEM REMOVED -----**Approval of the Redevelopment Agreement and Redevelopment Promissory Note with Franklin Flats, LLC, allowing up to \$491,000.00, plus accrued interest, to offset TIF eligible expenses, for the Franklin Flats Redevelopment Project located at Tax Lot 2, Bellevue Replat Three - Commonly known as 2009 Franklin Street.

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports
(July report will be attached to the August 6th Council Packet)

18. CLOSED SESSION:

- a. **+++ ITEM REMOVED -----** Update on Litigation

19. ADJOURNMENT



:
City of Bellevue

June 11, 2024. Tree Board meeting minutes

Attendance: Jo Langabee, Don Preister, Tom Mruz, Nancy Scott, and Deborah Woracek were present. A newly appointed member of the Board, Kathy Radosta, also attended. Scott Evans and Rob Clatterbuck were excused.

Jo reminded all to turn their volunteer time and mileage to Deborah. Deborah had a hard copy of the hours and miles file available for people to update their contributions. She reminded all that she will add the hours and miles for today's meeting.

Don made a motion to approve the minutes of the April 9, 2024, meeting. Kathy seconded the motion. All approved of the April minutes. **Deborah will send them to the City of Bellevue to be filed.**

Parks Report: Jo announced that she had not received an email from Jim, so she had no report to give. Jim was absent from the meeting.

Old Business:

Tree watering: Jo pointed out that we are having such a wet spring that not as much tree watering has been needed. She is assuming that the two schools where we planted in honor of Arbor Day have been doing their own watering. Don concurred that he believes they are watering at Birchcrest and Mission Middle School. Tom has also been going to Forest Station to water their tree. Jo reported that a pine tree which was near the new tree we planted at Mission Middle School for Arbor Day was blown down during the last storm.

Bellevue 411 – articles: No new articles were reported as posted because Scott was unable to attend the meeting. No topics for future articles were discussed.

Tree Festival/Memorial Forest update: Don reported that he often checks the status of Banner, and it looks like Hawkins has not been able to complete the work. The wet spring may be causing delays. It was supposed to be completed a year ago. **Don will keep us updated on the status of the event.**

Recap Earth Day Events: Tom and Deborah talked to many people at the Bellevue event. Don and Nancy were also taking part in the event. Tom reported that the Omaha event did not have many people stop at our booth. Don and Nancy also attended the Omaha event. Jo asked if Bellevue would continue having a separate event. After discussion, Don suggested the Board evaluate this on a yearly basis. If we have people to staff the events, we should continue to support both events.

Deborah apologized for misplacing the old handouts that were given to her for these events. She would like to have them stored elsewhere. She suggested we also hand them out at the Bellevue Farmer's Market to interested people as well as at the Earth Day and Arbor Day events.

Recap Arbor Day Plantings: It was reported that a large group of Birchcrest students and staff helped plant their tree on April 29, 2024. Due to not being announced at the school, Mission Middle School had 3 students and 1 Staff to help plant their Arbor Day tree on the same day. Don has talked to Pawnee about having a tree planted next year. The Pawnee Staff even showed him where they would like it placed. **He will also recontact St. Bernadette's to see if schedules can be synchronized to have a tree planted there next year.** Jo thinks Betz School might be a candidate for a new tree. **Don suggested that she make a list of the schools where the Bellevue Tree Board previously planted trees. Jo said she would do that and check the condition of them to see if any need replacing.**

Tree Inventory: Jo announced she has added all the grounds of the city administration buildings to the inventory. The inventory is completed except for the Cemetery. **Jo requested help with doing it there.** Jo and the other Board members explained to Kathy that Jo inventories the city parks and property but not all the trees in the city. Don pointed out this project was started with the help of the State Forestry staff in 2013 and it is an on-going project. It is now on a four-year rotation. She then uses the information to point out damaged or diseased trees for the Parks Staff as well as using the information for the annual report to the city. Kathy asked about stump removal in parks as she knows of stumps that were left in Blackhawk Park. She was told that stump removal is more of a winter project. Kathy complimented Jo on her impressive report.

Tree Plotter software update: Jo has not heard if the Tree Plotter software she uses for the inventory has been ordered for her. She is still using the State Forestry's copy. Graham Erbst, our State Forestry contact, would like to set up a Zoom meeting with the company to learn more about how to refine using the software.

Winter Projects ideas/ needs: Jo complimented all for the pruning that has been completed. **Tom will check Bellevue West HS tree line for mulberry invaders this fall.** He reported that he is out of the herbicide he uses. Jo said that due to permits needed to do so the city would have to order it. Nancy saw it at TSC recently. A brief discussion followed for what dilution to use on both mulberries and thistles. Tom suggested late September or early October for spraying them. Graham suggested to Jo that BWHS be named an arboretum. He would like us to undertake this task. Tom brought up that some of the original trees need replacing. One tree is dead, and another is struggling. Don explained that the fee to have this done is \$200.00 per year and that is why the city no longer has that designation. **It was decided to approach the school to see if they have an Environmental Club that could help with this. The necessary signs and benches could be made by the school's shop department. Jo and Tom will approach the school before July 4th as the staff should still be there. They will also check to see if Rob can bring his equipment to help with any needed trimming as the trees are rather large now.**

Tree City USA Workshop: Jo has not received any information about when and where this year's event is to be held. Deborah asked if it is always held in Gretna. She was told it has also been held in Norfolk and in Lincoln in the past. Jo is in contact with Graham often and he will let us know as soon as it is decided. Jo also reminded us that we agreed to hold another separate brainstorming meeting in November to work on our Growth Points for the Tree City USA report.

New Business

Arrows to Aerospace Parade: Don said that it has just been decided to hold the parade on August 17th. He went on to explain for Kathy's benefit that we are, again, invited to march with Green Bellevue. Green Bellevue will pay our entry fee. We have a Tree Board and Tree City USA banner that we will carry, and we will roll a large earth ball along the route. Tom said the second earth ball is no longer usable or repairable. **Don will order us another one to use as it would save wear and tear on them to have one for each side of the street.**

Monthly timeline with duties: Deborah read this month's duties and we are inline with where we should be. Jo feels we should update these duties as another winter project. All agreed.

Kathy then asked if the Tree Board or Green Bellevue would like a tour of the refurbished gardens at the Eastern Nebraska Veteran's Home. She explained that other garden clubs, etc. have visited and enjoyed the tour. Don replied we would need to go when the Master Gardeners are there working. Kathy replied they work every Tuesday from 9-11. Jo suggested we have it set up to have our July meeting at 8 am and then have the tour. Kathy feels because so many on the Tree Board helped with planting the gardens that we can fill in some historical gaps. Don reminded all that the home only has one maintenance person who must do all the maintenance for both the grounds and the building. Kathy said the Home now has 2 rain gardens and a beautiful field with wildflowers nearby. Don said that field was planted in native wildflowers. All were interested in seeing the gardens. **Kathy will contact the home to set up the tour for us.**

Jo asked for any further business. **Don said he would ask Dave Goedeken about the status of the Tree Plotter software; also ask the parks staff about the herbicide Tom wants, and he will check again with Omaha Public Works about the work at Banner Park. Kathy will coordinate our tour and meeting at the Eastern Veteran's Home in July and let the Board know the details. She will take the publications Don brought to the extension office to share.** There being no further business, Nancy and Tom moved and seconded that we adjourn the meeting. All present approved. Our next Tree Board meeting will be **July 9, 2024, at 8 am at the Eastern Nebraska Veteran's home.**

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

Adjusted agenda for July 9, 2024
Attendance
Volunteer Hours to Deborah
Approve Minutes of June 11, 2024, meeting
Old Business
Bellevue 411 – articles
New Business
Arrows to Aerospace Parade

Next mtg. Aug. 13, 2024

*5b2.
7/16/2024

MINUTE RECORD

Bellevue Planning Commission Meeting, June 27, 2024, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, June 27, 2024, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Jacobson, Aerni, Ackley, Lasenburg, and Bennett. Absent were Commissioners, Sims, Taylor-Jones, and Perrin. 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 Jacobson, seconded by Hankins, to approve the minutes of the April 25, 2024, regular meeting as presented. Upon roll call, Hankins, Jacobson, Aerni, Lasenburg, and Bennett voted yes. Ackley abstained. Motion carried.

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

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

The following items were on the consent agenda.

Item #1. Request to final plat Lots 1 through 113, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A, located in the Southeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and approval of the Mixed-Use Agreement. Applicant: Cornhusker Creek, LLC. Development. General Location: S. 36th Street and Cornhusker Rd. Case #: S-2404-06.

Item #2. Request to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Waldruh Replat No. 7. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive. Case #'s: Z-2404-02, S-2404-05.

Item #3. Request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1; and waiver of Section 6-4 of the Subdivision Regulations, regarding street design standards. Applicant: Eric Carlson. General location: 5007 Platteview Rd. Case #'s: Z-2303-08, S-2303-04.

There was no one present to speak in favor of, or opposition to these requests.

MOTION was made by Jacobson, seconded by Ackley to recommend APPROVAL of the Consent Agenda Items as presented. Upon roll call, all present voted yes. MOTION carried unanimously.

Item # 1 will proceed to the City Council for PUBLIC HEARING on July 16, 2024.

Items # 2 and # 3 will proceed to City Council for PUBLIC HEARING on August 6, 2024.

Aerni explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street. Case#: Z-2404-03.

Aerni asked staff for updates. Palm stated there were no updates but gave a summary of the request. Palm stated the property is at the corner of South 9th Street and Childs Road West. She said the property is currently zoned RD-60 (Duplex Residential) and the applicant is requesting RG-28 (General Residential) zoning which would increase the density for that site. Palm stated north of this property is the recently constructed Forest Station Elementary School which has a zoning of RG-8 a very high-density residential zoning. Palm stated the property is also bordered by ML (Light Industrial) zoning as well as some commercial zoning. Palm said this request meets the Comprehensive Plan and Zoning

MINUTE RECORD

Bellevue Planning Commission Meeting, June 27, 2024, Page 2

Ordinance for medium density residential and staff is recommending approval.

Greg Eckel, 2106 Crest Ridge Dr., Papillion, NE, stated he was present on behalf of the applicant Bellevue Housing Authority. Eckels stated the reason for the zoning request was to provide much needed affordable housing for the community. He said they considered duplexes similar to the ones they constructed on the lot to the south but would like to be able do a few more units.

Arthur Childers, 8310 S. 9th Street, Bellevue, NE, stated the proposed lot does not have room for a multi-family building. He stated the lot has two sharp drop offs; one on the back side by the railroad tracks and one on Childs Road. Childers stated he is opposed to anything larger than duplexes. He said the children who live in the duplexes only have a small yard to play in so anything bigger will not work on this lot.

Dustin Brueckner, 901 Childs Road W., Bellevue, NE, stated he was also opposed to the project for many of the same reasons as Mr. Childers. He stated the trees that are on the lot are beneficial in blocking out the noise from the railroad tracks. Brueckner stated there will also be an issue of parking if more units are allowed.

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

Eckel stated the proposed building will be townhome style with one car garages. He stated the goal is to do seven units, one of which will be ADA accessible. Eckels stated there will be no trees removed along the railroad tracks and they will work with Planning and the Building Department to ensure the proposed building will fit on the lot. He stated that there has been discussion regarding a play space in the back yard for the children.

Jacobson questioned if there was a plan for mixed-use on this property. Eckel stated the property was strictly residential. Jacobson asked staff what is being done in the area to comply with a pedestrian friendly neighborhood. Palm stated the City of Bellevue is conducting a feasibility study with MAPA (Metro Area Planning Agency) and Metro Transit to move the Fort Crook Road 2040 Plan forward. She said the railroad tracks are one of the obvious obstacles which was discussed at length when the school was constructed. Palm stated eventually you will see those intersections improved as the Fort Crook Road 2040 Plan moves forward, and there will be more connectivity and pedestrian friendly attributes. Discussion ensued regarding the Fort Crook Road 2040 Plan.

Hankins asked staff what the sidewalk requirements were for the RG-28 zone. Palm stated at the time a building permit is issued sidewalks would be required unless it is waived by the Public Works Director and/or City Council. Discussion ensued regarding the school's sidewalks.

Ackley stated it would have been helpful to have a site plan and questioned the layout of the building. Eckel stated they are anticipating a building with six two-story, three-bedroom units with the end unit as a two-bedroom, single story ADA accessible unit. All units would have a driveway and one car garage with the exception of the ADA unit, which would not have a garage. Ackley asked staff if at the time of permitting a decision will be made as to how many units are allowed and also parking requirements. Palm stated there will be landscaping requirements, design standards, and parking regulations, and all would have to be met at the time of building permits being issued.

Ackley stated the neighbors had said there was no room for more than two duplexes and questioned if that meant the two existing or the two more on the north lots. He asked what their anticipation was or their understanding. Childers stated they were told there would be two duplexes almost identical to the existing duplexes. He said the neighborhood consists of single-story houses and now they want to construct a two-story building which would look out of place in the neighborhood. Ackley stated affordable housing is an issue nationally and locally. He said tonight is a rezoning matter and if it meets all of the requirements at the time of permitting there can be more than four units.

MOTION was made by Ackley, seconded by Lasenburg to recommend APPROVAL of a request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street. Case#: Z-2404-03. APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook 2040 Plan, as well as lack of perceived negative impact upon the surrounding area. Upon roll call, Hankins, Jacobson, Aerni, Ackley and Bennett voted yes. Lasenburg voted no. MOTION carried 5-1.

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

MINUTE RECORD

Bellevue Planning Commission Meeting, June 27, 2024, Page 3

PUBLIC HEARING was held on a request to rezone Lot 29, Dee's Addition to South Omaha, located in the Northeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84 to RG-20 for the purpose of multi-family residential development. Applicant: Housing Foundation for Sarpy County. General location: 2713 Edwards Street. Case #: Z-2404-04.

Aerni asked staff for updates. Palm stated there were no updates but gave a summary of the application. Palm stated the current zoning for this lot is RS-84 (Single-Family Residential) and the applicant is requesting an RG-20 (General Residential) zone to allow for additional density. She said based upon the square footage of the lot, a maximum of four units would be supported. Palm stated the applicant is aware that there would be no access to Fort Crook Road on this lot. Palm said the medium density residential conforms with the Future Land Use Map and the Fort Crook Road 2040 Plan, so for those reasons staff is recommending approval of this request.

Greg Eckel 2106 Crest Ridge Dr., Papillion, NE, stated the reason for the rezoning is to provide additional housing on the lot.

Robert Lorence, 2707 Edwards St., Bellevue, NE, stated he has lived in the area for 38 years and does not want this in his neighborhood.

Bill Konopik, 2701 Edwards St., Bellevue, NE, stated if anything other than a single-family structure is allowed on that lot it will block the visibility of traffic trying to exit Edward Street onto 13th Street. He said this will cause accidents and someone could be killed. He stated the neighborhood consists of retirees and no one wants this.

Don Fiala, 2709 Edwards St., Bellevue, NE, stated the property is deceiving; there is not much ground there that is usable. He said the corner is dangerous and there have been fatalities there and this building will only exacerbate that. Fiala said there are no sidewalks in the area and probably never will be. He stated the children living in this building would not have enough yard space to play.

Linda Ziemba, 2706 Edwards, St., Bellevue, NE, stated she agreed with the previous speakers and feels this would increase the danger on the corner of 13th Street and Edwards Street.

Lee Suter, 2704 Edwards St., Bellevue, NE, stated because the street is so busy, he thinks they should build the apartment building in the Sorenson Pool location. He said he thinks it's a bad idea to have an apartment building on the corner.

Barbara Todd, 2618 Edwards St., Bellevue, NE, stated she also doesn't believe that an apartment building or townhomes are a good fit for the area. She said the street is narrow and getting out of the parking lot will be difficult.

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

Carolyn Pospisil, (Housing Foundation of Sarpy County) 1207 Kasper St., Bellevue, NE, stated the proposal for this lot is a two story four-plex building with one-bedroom and studio apartments so there will not be any children in it. Pospisil stated she would like to meet with the neighbors to discuss the proposal and assure them that what is constructed will be aesthetically pleasing and a positive thing for the city. Palm stated the property line is 32 feet from the curb along Fort Crook Road and with the setback requirement the structure would be nearly 50 feet back of curb. In the front yard along Edwards Street, with the setback requirement the structure would be 53 feet back of curb.

Ackley asked staff if the driveway access would be on the east side and push the building father to the west side. Palm stated yes that would be reviewed by the Public Works Department when applying for building permits. She said there are design guidelines with regards to spacing for driveways and distances to intersections. Discussion ensued regarding existing driveways.

Jacobson asked staff if the zoning change to RG-20 would affect the applicant's request for a sidewalk waiver. Palm stated it would not; with a building permit, sidewalks must be installed or a sidewalk waiver must be requested. Discussion ensued regarding parking on the street.

Aerni asked staff if a duplex could be constructed on the lot without a zone change. Palm stated the current zoning would only allow a single-family residence.

MINUTE RECORD

Bellevue Planning Commission Meeting, June 27, 2024, Page 4

Ackley stated looking to the future we are trying to assist with affordable housing and some of the infill allowing duplexes in single-family residential zoning. He said we typically deny duplex applications when it is surrounded by single-family residential. Palm stated this area is not all residential as it abuts ML (Light Manufacturing) zoning to the south and commercial zoning across the street.

Ackley questioned the parking requirements. Palm stated the requirements would be based on the number of units. Ackley asked if it would be possible to do a duplex rather than an apartment building. Pospisil stated that would allow more of a family occupancy with children and the cost would have to be looked at.

MOTION was made by Jacobson, seconded by Hankins to recommend APPROVAL of a request to rezone Lot 29, Dee's Addition to South Omaha, located in the Northeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84 to RG-20 for the purpose of multi-family residential development. Applicant: Housing Foundation for Sarpy County. General location: 2713 Edwards Street. Case #: Z-2404-04. APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook 2040 Plan, as well as lack of perceived negative impact upon the surrounding area. Upon roll call, Hankins, Jacobson, Aerni, and Ackley voted yes Lasenburg and Bennett voted no. MOTION carried 4-2.

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

PUBLIC HEARING was held on a request for site plan approval for Lot 1, Tregaron Towne Centre Replat Seven, for the purpose of a McDonald's restaurant. Applicant: McDonald's USA, LLC. General location: 2309 Capehart Rd. Case#: Z-2405-05.

Aerni asked staff for updates. Palm stated there were no updates but gave a summary of the request. She stated the area is at 25th Street and Capehart Road which is partially developed with a mix of strip retail, small restaurants, and a convenience store. She said the overall platting was done twenty plus years ago and has an overlay which requires site plan approval. Palm stated the applicant is wanting to construct a new McDonalds restaurant. She said the site plan has been reviewed by staff and it conforms with parking and code requirements. Palm stated the city engineers have reviewed it for layout and drainage. Palm stated obviously this is a high traffic area and this will increase the traffic, but this is a commercial area, and it was anticipated that there would be heavier traffic. Palm stated this plan is in conformance with the Comprehensive Plan and the overall vision for the area and staff is recommending approval.

Joel Jackson (Bishop Engineering), 3501 104th St., Urbandale, IA, was present on behalf of McDonald's USA, LLC. He stated the restaurant will be smaller, knowing that most of McDonald's traffic is drive thru traffic. Jackson stated there 32 seats inside and adequate stacking for the drive thru traffic. He said a certain percentage of the traffic will be "duplicate" traffic from other stores in the area.

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

Jacobson asked if there were sidewalks on the street side of the proposed site. Palm stated there are sidewalks along Towne Centre Drive, South 25th Street, and Capehart Road. Discussion ensued regarding the sidewalks in the area and their connectivity.

Ackley questioned if there were stop signs on South 22nd Street along Towne Centre Drive. Palm stated there were stop signs on South 22nd Street; however, not on Towne Centre Drive. Discussion ensued regarding traffic for the area.

Aerni asked with only 32 seats inside why there were roughly 75 parking stalls on site. Jackson stated McDonald's aims for anywhere from 35 to 60 parking stalls depending on the lot size. Palm stated the city requires two and a half stalls per every five seats, so this exceeds the minimum.

MOTION was made by Ackley, seconded by Jacobson to recommend APPROVAL of a request for site plan approval for Lot 1, Tregaron Towne Centre Replat Seven, for the purpose of a McDonald's restaurant. Applicant: McDonald's USA, LLC. General location: 2309 Capehart Rd. Case#: Z-2405-05. APPROVAL based upon conformance with the Zoning Ordinance, as well as lack of perceived negative impact upon the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on July 16, 2024.

MINUTE RECORD

Bellevue Planning Commission Meeting, June 27, 2024, Page 5

Meeting adjourned at 7:10 p.m.

Dianna Van Horn

Dianna Van Horn
Planning Secretary

MINUTE RECORD

*5b3.
7/16/2024

Bellevue City Council Meeting, July 2, 2024, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 2nd of July, 2024 at 6:00 p.m. Present were Council Members Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: Rich Casey.

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

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times and posted in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. Available in the Office of the City Clerk confirmation of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice. All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Peggy Dunston, Bellevue Christian Center, 1400 Harvell Drive, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

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

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Approval of the June 18, 2024 City Council Minutes; Approval of the June 18, 2024 Board of Equalization Minutes; Approval of Claims; Approval of the June 18, 2024 City Council Minutes; Recommend reappointment of Erin Holmes to the Bellevue Library Advisory Board for a five-year term, ending June 2029, and Recommend reappointment of Bruce Yoder to the Bellevue Housing Authority for a five-year term, ending July 2029.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: CONSENT

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (First Reading): NONE

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS:

Resolution No. 2024-16: Authorizing the City of Bellevue's participation in the Opioid Settlement Agreement with Kroeger and authorize the Mayor to sign. (Legal)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2024-16: Authorizing the City of Bellevue's participation in the Opioid Settlement Agreement with Kroeger and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: Casey. Motion carried.

Resolution No. 2024-17: Approving and authorizing the Mayor to sign the Relinquishment and Release of Right of First Refusal. (Administration/Legal)

Motion was made by Cook, seconded by McCaw, to approve Resolution No. 2024-17: Approving and authorizing the Mayor to sign the Relinquishment and Release of Right of First Refusal. Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: Casey. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, July 2, 2024, Page 2

CURRENT BUSINESS:

Approve and authorize the Mayor to sign an Agreement with Lockton for renewal of the Employee Wellness Program for FY 24/25, in an amount not to exceed \$22,500.00. (Risk Manager)

Motion was made by Welch, seconded by Preister, to approve and authorize the Mayor to sign an Agreement with Lockton for renewal of the Employee Wellness Program for FY 24/25, in an amount not to exceed \$22,500.00. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: Casey. Motion carried.

Approve and authorize the Mayor to sign the contract with Great Plains Communication for the city's desk phone number and long-distance service to reduce costs. (Fire Chief)

Motion was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the contract with Great Plains Communication for the city's desk phone number and long-distance service to reduce costs.

Councilman Preister inquired if the city cell phones could be used for long distance to make things cheaper. Mr. Jim Ristow, City Administrator, explained the desk phones are used for long-distance calls. Discussion followed.

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

Approve and authorize the Mayor to sign an Agreement with Felsburg Holt & Ullevig (FHA) for the 36th Street Corridor Study from Cornhusker Road to Harrison Street, in an amount of \$59,775.00. (Public Works Director)

Motion was made by Preister, seconded by Welch, to approve and authorize the Mayor to sign an Agreement with Felsburg Holt & Ullevig (FHA) for the 36th Street Corridor Study from Cornhusker Road to Harrison Street, in an amount of \$59,775.00. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: Casey. Motion carried.

Approve and authorize the Mayor to sign the Agreement with Clark Construction Co., Inc. for the Baldwin Fields Fence Replacement project in an amount of \$134,200.00, plus a 10% contingency of \$13,420.00, for a total project cost of \$147,620.00. (Public Works Director)

Motion was made by Cook, seconded by Preister, to approve and authorize the Mayor to sign the Agreement with Clark Construction Co., Inc. for the Baldwin Fields Fence Replacement project in an amount of \$134,200.00, plus a 10% contingency of \$13,420.00, for a total project cost of \$147,620.00. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: Casey. Motion carried.

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

Councilman Preister requested an update on the leases on the building located on Longo Drive. Mr. Ristow provided an update.

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister, the meeting adjourned at 6:14 p.m. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: Casey. 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 July 2, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

*6.
7/16/2024

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MAYOR

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	46.35
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	13.01
		<u>\$ 59.36</u>

CITY ADMINISTRATOR

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	92.70
CAPITAL BUSINESS SYSTEMS, INC	2024/05/20-06/19 COPIER EXPENSE	253.51
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	25.17
METROPOLITAN AREA PLANNING AGENCY	MAPA CONFERENCE-H JOHNSON	2,000.00
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	431.48
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	241.34
		<u>\$ 3,044.20</u>

LEGAL

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	92.70
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	25.60
J P COOKE COMPANY	NAME PLATES FOR LEGAL FOR CHAMBER	95.39
NEBRASKA.GOV	JUSTICE CASE LISTING	15.00
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	76.14
		<u>\$ 304.83</u>

CABLE ADVISORY

AMERICAN SOCIETY OF COMPOSERS, AUTHORS & PUBLISHERS	2023/08/15-12/31 LICENSE FEE	420.00
AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	46.35
BMI	2023/01/01-2024/12/31 LICENSE FEE	1,705.00
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	8.67
COX BUSINESS SERVICES	2024/06/19-07/18 MONTHLY SERVICE	9.04
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	380.72
		<u>\$ 2,569.78</u>

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	2024/05/26-06/25 COPIER EXPENSE	113.55
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	13.01
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	659.90
SARPY COUNTY ELECTION COMMISSION	PRIMARY ELECTION	47,105.68
		<u>\$ 47,892.14</u>

FINANCE/RISK MANAGEMENT

ABILA	2024/09/01-2025/08/31 ACCOUNTING SOFTWARE	11,327.80
AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	144.08
CAPITAL BUSINESS SYSTEMS, INC	2024/05/20-06/20 COPIER EXPENSE	190.23
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	63.04
INDOFF, INC	COPY PAPER	459.90
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	558.38
		<u>\$ 12,773.43</u>

LIBRARY

CAPITAL BUSINESS SYSTEMS, INC	2024/05/31-06/29 COPIER EXPENSE	609.90
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	43.37
INGRAM LIBRARY SERVICES	BOOKS	3,128.16
MATRIX BUSINESS SYSTEMS INC	2024/05/31-06/30 COPIER EXPENSE	12.89
MIDWEST TAPE	VIDEO	20.24
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	1,621.79
RUFF WATERS	AQUARIUM MAINTENANCE	75.00
VERIZON WIRELESS	2024/06/17-07/16 MONTHLY SERVICE	200.05
		<u>\$ 5,711.40</u>

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ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	139.05
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	60.61
IDEAL PURE WATER COMPANY	BOTTLED WATER	67.50
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INTEGRATED CARE, LLC	2024/06 RANDOM DRUG TESTS, PHYSICAL TESTS	760.00
MATRIX BUSINESS SYSTEMS INC	2024/07/01-09/30 COPIER MAINTENANCE	66.00
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/20 MONTHLY SERVICE	676.76
ONE SOURCE	2024/06/01-07/01 BACKGROUND CHECKS	128.00
PAULA HALL	REIMB TRAINING EXPENSES	806.51
UKG INC	2024/05/01-09/30 CONTRACTED FEES	32,332.92
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	2,890.59
		\$ 37,957.94

CODE ENFORCEMENT

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	431.95
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	25.49
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	807.42
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	150.75
		\$ 1,415.61

PUBLIC WORKS

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	431.95
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	52.04
JEO CONSULTING GROUP, INC	BPW-230510 ASST W/PCSMR REVIEWS IN PERMIX	803.75
MATRIX BUSINESS SYSTEMS INC	2024/05/31M COPIER EXPENSE	141.39
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	253.16
ONE CALL CONCEPTS	2024/06/30M LOCATE FEES	959.02
PRECISE MRM LLC	2024/05/31M FLAT DATA PLAN	46.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	2025FY GIS BILLING, AERIAL PHOTO	40,945.00
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	227.98
		\$ 43,860.29

PARKS

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	86.39
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	39.03
EARNEST CONSTRUCTION GROUP, INC	BPW-240106 COLLEGE HTS TRAIL RENOVATION	90,221.63
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	889.60
HUGHES MULCH PRODUCTS	MULCH-ASPEN & SWANSON PARKS	4,400.00
INDOFF, INC	COPY PAPER	91.98
MIDWEST DCM, INC	BPW-240105 STONECROFT PK RESTROOM THRU 2024/06/25	8,550.00
OMAHA PUBLIC POWER DISTRICT	2024/05/02-06/25 MONTHLY SERVICE	3,095.21
PRECISE MRM LLC	2024/05/31M FLAT DATA PLAN	299.00
SECURITY EQUIPMENT INC	FOB SYSTEM, DOOR CAMERAS, INSTALL INTERCOM	6,025.00
THIELE GEOTECH	BPW-24016 TRAIL RENOVATIONS 2024/05/24-06/22	947.00
TRISTAR	RE-OPEN CLAIM 295752	758.00
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	3,903.39
		\$ 119,306.23

RECREATION

ALANNA CLONTZ	REIMB SWIMSUIT	35.99
ALEXANDRA MASHEK	REIMB SWIMSUIT	59.98
AQUA-CHEM	CHEMICALS FOR POOLS-CASCIO, DOWDING & GILBERT	1,997.20
AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	92.70
AVARY RECH	REIMB SWIMSUIT, POOL OPERATOR LIC	99.00
BRADY WALLMAN	REIMB SWIMSUIT, CLASS	149.99
CAMPBELL WALLMAN	REIMB SWIMSUIT, CLASS	231.64
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	54.79
COTA BARMORE	REIMB SWIMSUIT AND CLASS	239.92
DEBI GILES	REFUND SWIMMING LESSONS	40.00
EMILY WILSON	REIMB SWIMSUITS	120.13
FALLYN GLOMB	REIMB LIFEGUARD CLASS	100.00
GRADY ANDERSEN	REIMB SWIMSUIT	35.80
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	122.40
JARED FASNACHT	REIMB LIFEGUARD CLASS	175.00

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RECREATION (CONT'D)

JILLIAN FRIEDMAN	REIMB SWIMSUIT, POOL OPERATOR LIC	124.00
KIERAN HARRELL	REIMB SWIMSUIT, CLASS, POOL OPERATOR LIC	195.38
KIMBERLY ALLEN	REFUND SWIMMING LESSONS	40.00
LAUREN MAASS	REIMB SWIMSUIT	63.98
LILLIAN CROUCH	REIMB SWIMSUIT	55.35
LILY BLESKE	REIMB LIFEGUARD CLASS	100.00
LINDSEY APFEL	REFUND SWIMMING LESSONS	40.00
LINO ONATE	REFUND POOL PARTY DEPOSIT	130.00
MADDIE WHEELER	REIMB LIFEGUARD CLASS	100.00
MADISON VANOURNEY	REIMB SWIMSUIT	55.35
MANDI KREBS	REFUND SWIMMING LESSONS	40.00
MARIA CONNEALY	REIMB SWIMSUIT, CLASS, POOL OPERATOR LIC	192.85
MICHELLE PRETTY	REFUND SWIMMING LESSONS	120.00
NICK JOHNSON	REIMB SWIMSUIT	55.58
OLIVIA NORDBY	REIMB SWIMSUIT	34.81
OMAHA PUBLIC POWER DISTRICT	2024/05/02-06/21 MONTHLY SERVICE	2,359.06
PRECISE MRM LLC	2024/05/31M FLAT DATA PLAN	92.00
QUINLAN KOEHLER	REIMB SWIMSUIT AND CLASS	257.89
RAENNA HENKE	REIMB SWIMSUIT	99.22
REBECCA CUMMINS	REFUND SWIMMING LESSONS	40.00
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	888.05
VICTOR ABOUD	REIMB SWIMSUIT, CLASS, POOL OPERATOR LIC	268.90
		\$ 8,906.96

FACILITY MAINTENANCE

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	139.05
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	4.34
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	860.78
IDEAL PURE WATER COMPANY	BOTTLED WATER	27.50
JACKSON SERVICES, INC	DOOR MAT SERVICE	140.05
MIDWEST DCM, INC	BPW-240112 WASHINGTON PK RESTROOM/SHELTER THRU 2024/06/25	22,941.00
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/21 MONTHLY SERVICE	1,456.96
PRECISE MRM LLC	2024/04/30M & 2024/05/31M FLAT DATA PLAN	253.00
PRIORITY TERMITE & PEST CONTROL	EXTERMINATION FOR LIBRARY	150.00
SECURITY EQUIPMENT INC	SERVICE LABOR-PW AND FLEET	648.75
TK ELEVATOR CORPORATION	2024/07/31M ELEVATOR MAINTENANCE	529.98
TRICO MECHANICAL SERVICES	A/C SERVICE-DIST 4	465.65
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	924.39
		\$ 28,541.45

CEMETERY

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	46.35
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	4.34
COX BUSINESS SERVICES	2024/06/22-07/21 MONTHLY SERVICE	91.99
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	403.27
OMAHA PUBLIC POWER DISTRICT	2024/05/22-06/20 MONTHLY SERVICE	245.71
		\$ 791.66

STREETS

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	231.75
BURRELL ENTERPRISES, LLC	BPW-240116 CDBG SIDEWALK IMP THRU 2024/06/29	36,604.63
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	39.03
FELSBURG HOLT & ULLEVIG, INC	BPW-240110 FT CROOK & FAIRVIEW 2024/05/01-05/31	1,695.00
FELSBURG HOLT & ULLEVIG, INC	BPW-240123 SIGNAL IMPROVEMENTS 2024/05/01-05/31	2,251.50
FELSBURG HOLT & ULLEVIG, INC	BPW-191017 36TH ST-CORNHUSKER THRU 2023/09/30	843.75
JACOBS ENGINEERING GROUP, INC	BPW-240124 WHITTED CREEK 2024/04/27-05/24	5,430.83
JACOBS ENGINEERING GROUP, INC	BPW-240125 QUAIL CREEK DRAINAGE 2024/02/06-05/24	18,828.71
JACOBS ENGINEERING GROUP, INC	BPW-240121 COLLEGE HTS STORMWATER 2024/03/30- 05/24	13,712.43
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE IMP 2024/03/30-05/24	33,788.88
KAUFMAN TRAILERS, LLC	AIR RIDE TRAILER VIN#7UZFR3629R2000178	54,745.00
MARTIN ASPHALT	BULK ASPHALT TACK	548.00
METRO LEASING	8748 METRO LEASE-2024/06/25 INT'L TRUCKS (6)	26,953.86
MID-AMERICAN SIGNAL	INTERSECTION SENSOR	10,539.00

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STREETS (CONT'D)

MOTOROLA SOLUTIONS, INC	MOBILE RADIOS	10,224.66
OLSSON ASSOCIATES	BPW-230612 N 370TH SIGNAL TIMING THRU 2024/03/09	6,479.21
OMAHA PUBLIC POWER DISTRICT	2024/05/02-05/31 MONTHLY SERVICE	265.97
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	226.33
OMAHA PUBLIC POWER DISTRICT	2024/05/15-06/13 MONTHLY SERVICE	1,185.94
OMAHA PUBLIC POWER DISTRICT	2024/05/22-06/20 MONTHLY SERVICE	42.43
OMAHA PUBLIC POWER DISTRICT	2024/05/23-06/21 MONTHLY SERVICE	657.98
OMAHA PUBLIC POWER DISTRICT	2024/06/25 MONTHLY SERVICE	12,184.78
OMNI ENGINEERING	ASPHALT	2,238.63
OMNI ENGINEERING	BPW-230104 CITY OVERLAY PROJECTS THRU 2024/05/10	201,063.01
PLATTE RIVER CONCRETE CO	CONCRETE	4,381.50
PRECISE MRM LLC	2024/05/31M FLAT DATA PLAN	1,219.00
READY MIXED CONCRETE COMPANY	CONCRETE	20,212.99
RHOMAR INDUSTRIES	STRIPE-OFF	423.82
SHERWIN WILLIAMS CO	WHITE TRAFFIC PAINT, GLASS BEADS	2,073.96
STRAIGHT-LINE STRIPING, INC	YELLOW AND WHITE TRAFFIC PAINT	74,620.00
UMB BANK - TRUST OPERATIONS	2017 HWY ALLOC BONDS DTD 12-28-2017 UMB PAY AGENT FEES	300.00
UMB BANK - TRUST OPERATIONS	2019 HWY ALLOC BONDS DTD 3-9-2019 UMB PAY AGENT FEES	300.00
UNITED SEEDS	SUPER TURF MIXTURE	825.00
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	4,692.25
WESTERN ENGINEERING CO	BPW-240103 CITY OVERLAY PROJECTS THRU 2024/06/29	389,004.02
		\$ 938,833.85

FLEET MAINTENANCE

911 CUSTOM, LLC	DUO LINEAR ION LIGHTS, FLASHERS-PO811, CHARGE GUARD SELECT	2,779.34
ALLIED OIL & TIRE COMPANY	55 GAL DRUM ANTI FREEZE	373.60
ARNOLD MOTOR SUPPLY, LLC	WHITE PAINT MARKER, TRUCK VALVE EXTENSION	184.10
AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	46.35
AUTOMOTIVE WAREHOUSE DIST, INC	CARDONE PARTS, RAYBESTOS PARTS, ANCO PARTS, BLACKJACKS	1,336.86
BAUER BUILT TIRE & SERVICE	WHEEL BALANCE, TIRES, ALIGNMENT, SUPPLIES	3,653.12
CAPITAL BUSINESS SYSTEMS, INC	2024/05/20-06/19 COPIER EXPENSE	57.37
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	30.36
FACTORY MOTOR PARTS CO	IGNITION COIL	402.43
GALVIN GLASS	WINDSHIELD REPAIR FOR P0644 & P0101	1,045.07
JONES AUTOMOTIVE	FAN ASSEMBLY	403.51
MEYER LABORATORY INC	2 CASES OF HAND SOAP FOR SHOP	208.00
NAFA FLEET MANAGEMENT ASSOCIATION	FLEET MANAGEMENT RENEWAL DUES	549.00
NAPA AUTO PARTS	RELAY, FILTERS, OIL SEAL, BRAKE ROTERS, DISC PADS, 30LB REFRIGERANT	1,481.86
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	BOTTOMING TAP, HEX NUTS, BRUTE DRILL BITS	157.86
NORTH CENTRAL EMERGENCY VEHICLES	REFLECTIVE TAPE FOR MED15	268.81
OMAHA PUBLIC POWER DISTRICT	2024/05/23-06/21 MONTHLY SERVICE	987.71
TOYNE, INC	DRAIN VALVES AND BEZELS	286.96
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	718.61
		\$ 14,970.92

SOLID WASTE

CITY OF OMAHA	2024/05/31M COMPOST PROCESSING FEES	22,185.24
PAPILLION SANITATION	2024/06/30M TRASH HAULING FEES	358,572.56
PAPILLION SANITATION	2024/05/21-06/13 GLASS RECYCLING	778.67
		\$ 381,536.47

PLANNING

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	46.35
CAPITAL BUSINESS SYSTEMS, INC	2024/05/18-06/17 COPIER EXPENSE	61.99
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	13.01
COLUMN SOFTWARE, PBC	LEGAL AD	19.68
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	228.99
		\$ 370.02

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PERMITS & INSPECTIONS

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	278.10
CAPITAL BUSINESS SYSTEMS, INC	2024/05/18-06/17 COPIER EXPENSE	131.63
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	21.68
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	305.95
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	1,113.27
		<u>1,850.63</u>
		\$ 1,850.63

POLICE

ABM SUPPLY	BALLISTIC SHIELDS	6,550.00
AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	6,525.66
AVERY L LOSCHEN	2024/08/31M RENT FOR K9 BUILDING	1,300.00
CAPITAL BUSINESS SYSTEMS, INC	2024/05/17-06/16 COPIER EXPENSE	480.42
CCAP AUTO LEASE	2024/07/25 USPIS VEHICLE LEASE	696.68
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	371.59
DILLON BROTHERS H-D BUELL	MOTORCYCLE HELMETS	467.98
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	14.42
GREAT PLAINS UNIFORMS	SHIRT, PANTS, SCREEN PRINTING, VELCRO PANEL NAMES	1,262.35
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	90.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	89.59
MATRIX BUSINESS SYSTEMS INC	2024/05/31M COPIER EXPENSE	253.73
NATIONAL ASSOCIATION OF TOWN WATCH	SUPPLIES AND SHIRTS FOR NNO	1,531.86
NEBRASKA FURNITURE MART	ROUND END TABLE	140.85
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/11 MONTHLY SERVICE	5,457.95
ROGER'S TOWING	TOW CHARGES	200.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING SVC,LRMS, LAW RECORDS	17,167.65
SMITH DAVIS INSURANCE INC	SURETY BOND-J MANNING	40.00
U.S. CELLULAR	2024/06/04-07/08 MONTHLY SERVICE	133.04
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	2,047.00
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	15,703.90
VERIZON WIRELESS	2024/06/24-07/23 MONTHLY SERVICE	564.68
		<u>61,089.35</u>
		\$ 61,089.35

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL OXYGEN, 2024/05/31M CYLINDER RENTAL	648.36
AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE	1,922.77
BAUER BUILT TIRE & SERVICE	TIRES FOR FIRE FLEET-FLOOD	112.00
BELLEVUE TRAVEL	AIR FARE TO CHICAGO-WISNIESKI	500.44
BOUND TREE MEDICAL, LLC	PHARMACY, RESCUE SUPPLIES	8,689.31
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	110.53
ELEANOR COSGROVE	REFUND FOR SERVICE	128.60
EXEMPLIS LLC	OFFICE CHAIR	791.10
GREAT PLAINS UNIFORMS	TACTICAL PANTS, UNIFORM PANTS, CAP, BOOTS, TIE, BELT	3,006.84
HEIDI AYLWARD	REFUND FOR SERVICE	335.00
INTERSTATE POWER SYSTEMS, INC	PORTABLE 4 GENERATOR MAINTENANCE	1,072.72
MACQUEEN EQUIPMENT, LLC	FIRE HELMETS	350.00
MARCO TECHNOLOGIES, LLC	2024/05/02-07/26 COPIER EXPENSE	306.24
MARTIN FUNES	REFUND FOR SERVICE	290.00
MICHAEL HINCHEY	REFUND FOR SERVICE	46.24
OMAHA PUBLIC POWER DISTRICT	2024/05/02-06/25 MONTHLY SERVICE	7,127.21
SAPP BROS TRAVEL CENTER	PROPANE FOR TRAINING SITE, PARTS AND REPAIRS FOR SMOKE TOWER	2,911.76
STERICYCLE, INC	ON-SITE SHREDDING SERVICE	144.00
THE NEBRASKA MEDICAL CENTER	2022/10/01-2022/12/31Q MED DIRECTOR-INV DTD 2022/12/31	11,132.44
TOYS FOR TRUCKS, INC	TRUCK TOPPER FOR 2024 FORD F150	4,539.59
TRANSNET, LLC	2024/05/31-06/13 TRANSCRIPTION SERVICE	441.76
UL LLC	TESTING OF GROUND LADDERS AND PUMPS	21,882.20
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	10,272.16
VERLO MATTRESS	MATTRESSS-DIST 2	1,578.08
ZOLL DATA SYSTEMS INC	2024/07/31M & 2024/08/31M BILLING	3,309.60
		<u>81,648.95</u>
		\$ 81,648.95

MINUTE RECORD

CLAIMS FOR JULY 16, 2024

PAGE 6

NON-DEPARTMENTAL/CONTRACTS

AT&T MOBILITY	2024/05/22-06/21 MONTHLY SERVICE-OUTAGE CREDIT	(65.00)
CENTURY LINK	2024/06/22-07/21 MONTHLY SERVICE	241.99
JUSTIN THOMS	FARM SPRING PREPARATION, KEEPING WEEDS DOWN	29,405.04
SARPY COUNTY COURT HOUSE	2024/08/31M ANIMAL CONTROL	17,535.00
TASC - TOTAL ADMINISTRATIVE SERVICES CORP	2024/09/30Q TASC-FSA ADMIN FEES IN3144348	2,016.00
TRAVELERS CL REMITTANCE CENTER	4TH QTR INSTALLMENT INSURANCE PREMIUMS	116,819.25
		\$ 165,952.28

INFORMATION TECHNOLOGY

CARASOFT TECHNOLOGY CORPORATION	2024/04/30-2025/04/29 PROFESSIONAL SERVICES	3,909.64
DELL MARKETING L.P.	VIDEO CONFERENCING MONITOR, ALL-IN-ONE COMPUTERS	11,885.00
INTERSTATE ALL BATTERY CENTER	BATTERIES, BATTERIES RECYCLING	928.40
MOTOROLA SOLUTIONS, INC	BATTERIES, POWER SUPPLY CONSOLE, REMOTE CABLE MOUNT, WIDEBAND LOW PROFILE MOUNT	3,168.64
ONE CALL CONCEPTS	2024/06/30M LOCATE FEES	6.36
PORTABLE COMPUTER SYSTEMS, INC	MOBILE DATA COMPUTERS, ROUTERS, VEHICLE ADAPTERS, VEHICLE DOCKING	19,436.96
RACOM CORP	2024/01/01-12/31 FIRE STATION ALERT CONTRACT	14,177.17
SARPY COUNTY TREASURER	MAILING CHARGE FOR RETURN OF FIREWALL	105.49
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING SVC,LRMS, LAW RECORDS	29,203.25
SHI INTERNATIONAL CORP	2024/06/11-2025/04/10 SUBSCRIPTION LICENSE	357.90
SHI INTERNATIONAL CORP	2024/07/01-2025/06/30 SOFTWARE MAINTENANCE	132,879.19
		\$ 216,058.00

2206 LONGO DR-NEW LIBRARY

C&E INDUSTRIES	2024/05/31M JANITORIAL SERVICE	3,997.52
CENTURY LINK	2024/06/04-07/03 MONTHLY SERVICE	132.70
CINTAS LOCATION #749	MAT SERVICE	1,476.32
COX BUSINESS SERVICES	2024/05/27-06/26 MONTHLY SERVICE	147.00
FIRE PROTECTION SERVICES, LLC	INSTALLED CELL DIALER FOR MONITORING, ANNUAL FEES	942.00
JIFFY/LEVENSPPN'S SUPPLY	CLEANING SUPPLIES	1,262.43
METROPOLITAN UTILITIES DIST	2024/05/04-06/04 MONTHLY SERVICE	934.79
MMC MECHANICAL CONTRACTORS, INC	QUARTERLY PREV MAINTENANCE - SPRING & WINTER, REPLACE ELEVATOR ROOM'S MINI SPLIT	12,756.86
OMAHA PUBLIC POWER DISTRICT	2024/04/21-05/23 MONTHLY SERVICE	5,743.73
PAPILLION SANITATION	2024/06/30M SERVICE	332.68
PROTECH PEST CONTROL	2024/05/10 PEST CONTROL	470.80
PROTECH PEST CONTROL	2024/06/03 PEST CONTROL	149.80
SCHUMACHER ELEVATOR COMPANY	2024/06/30Q ELEVATOR MAINTENANCE	553.34
SELDIN LLC	2024/03/31M - 2024/05/31M PAYSCAN	110.66
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	MONTHLY ELEVATOR INSPECTION, PEST CONTROL, TRASH CANS, REPLACED BALLASTS AND LIGHTS, CLEANING	2,759.62
STERICYCLE, INC	2024/06/30 MONTHLY SERVICE	180.85
TAILORED LAWN, INC	FERTILIZING APPLICATION AND WEED CONTROL	700.00
WATERLINK INC	2024/06/30M WATER TREATMENT SERVICE	431.63
		\$ 34,532.73

WASTEWATER

AT&T MOBILITY	2024/05/22-07/07 MONTHLY SERVICE	1,361.66
CAPITAL BUSINESS SYSTEMS, INC	2024/05/09-06/08 COPIER EXPENSE	94.71
CENTURY LINK	2024/06/13-07/21 MONTHLY SERVICE	681.13
CITY OF OMAHA	2024/03/31M SEWER FEES	550,409.67
COX BUSINESS SERVICES	2024/04/18-07/17 MONTHLY SERVICE	409.47
ELLIOTT EQUIPMENT CO	RUBBER GASKET, VACUUM RELIEF	155.28
EMBRIS GROUP LLC	BPW-230611 OLD TOWNE REHAB PKG 2023/11/01-2024/03/31	2,015.00
GRAINGER	COATED GLOVES, QUICK CONNECT PLUGS, COATED GLOVES	294.30
HDR ENGINEERING, INC	BPW-240603 WW AGCY CONNECTION EVAL 2022/04/31-2024/06/29	2,440.61
MID-IOWA SOLID WASTE EQUIPMENT CO, INC	ELECTRIC CUTTER & MAINLINE TELIVISING SYS	666,187.82
OMAHA PUBLIC POWER DISTRICT	2024/05/13-06/21 MONTHLY SERVICE	5,151.18
PRECISE MRM LLC	2024/05/31M FLAT DATA PLAN	46.00
READY MIXED CONCRETE COMPANY	CONCRETE	1,899.67
UMB BANK - TRUST OPERATIONS	2018 WW DTD 6-28-2018 UMB PAY AGENT FEES INV 979997	300.00
US BANK VOYAGER FLEET SYSTEMS	2024/05/31M FUEL PURCHASES	3,233.84
UTILITY EQUIPMENT COMPANY	CONCRETE BLADES, SEWER PIPES, SEWER WYES	13,897.46
		\$ 1,248,577.80

MINUTE RECORD

CLAIMS FOR JULY 16, 2024

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ECONOMIC DEVELOPMENT LB840

AMERICAN RESORT MANAGEMENT, LLC	2024/06/30M SERVICES FOR INDOOR WATERPARK	12,500.00
AMERICAN RESORT MANAGEMENT, LLC	2024/05/31M ARM REIMBURSABLE EXPENSES	4,077.47
AMERICAN RESORT MANAGEMENT, LLC	2024/05/31M SERVICES FOR INDOOR WATERPARK	12,500.00
HDR ENGINEERING, INC	BPW-240501 CITY INFRASTRUCTURE 2024/06/12-06/29	4,517.07
JUSTIN THOMS	NE CONTROL CORNER 34 & 75 WEED CONTROL	7,429.20
		\$ 41,023.74

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2024/06/25 MONTHLY SERVICE	100.45
		\$ 100.45

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2024/05/31M CBDG CONSULTANT EXPENSE	5,387.50
ABBY HIGHLAND	2024/06/03-06/14 CBDG CONSULTANT EXPENSE	2,085.99
		\$ 7,473.49

FEDERAL FORFEITURES - JUSTICE FUNDS

VERIZON WIRELESS	2024/06/22-07/21 MONTHLY SERVICE	583.86
		\$ 583.86

G.O. BONDS

UMB BANK - TRUST OPERATIONS	2020A DTD 6-5-2020 UMB PAYING AGENT FEES INV 980293	300.00
UMB BANK - TRUST OPERATIONS	2020B DTD 6-5-2020 UMB PAYING AGENT FEES INV 980294	300.00
UMB BANK - TRUST OPERATIONS	2020C DTD 8-14-2020 UMB PAYING AGENT FEES INV 980313	300.00
UMB BANK - TRUST OPERATIONS	2020D DTD 12-3-2020 UMB PAYING AGENT FEES INV 980069	300.00
UMB BANK - TRUST OPERATIONS	2019 PUB SAFETY DTD 4-30-2019 UMB PAY AGENT FEES INV 979996	300.00
UMB BANK - TRUST OPERATIONS	2018 SID 147 DTD 5-15-2018 UMB PAY AGENT FEES INV 979677	300.00
UMB BANK - TRUST OPERATIONS	2019 SID 265 DTD 6-15-2019 UMB PAY AGENT FEES INV 979566	300.00
UMB BANK - TRUST OPERATIONS	2019 SID 269 DTD 6-15-2019 UMB PAY AGENT FEES INV 979565	300.00
		\$ 2,400.00

TOTAL CLAIMS FOR JULY 15, 2024	\$ 3,510,137.82
TOTAL PAYROLL FOR JULY 5, 2024	\$ 1,772,925.09

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
7/16/2024

COUNCIL MEETING DATE: July 16, 2024		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, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1; and waiver of Section 6-4 of the Subdivision Regulations, regarding street design standards. Applicant: Eric Carlson, General location: 5007 Platteview Rd.

SYNOPSIS/BACKGROUND:

Eric Carlson is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Walnut Grove Estates Replat 1, and small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, to create an additional single-family residential acreage lot; and requesting a waiver of Section 6-4. The applicant is requesting RE (Residential Estates) zoning. The RE zoning is established for the purpose of allowing low density residential uses on larger parcels of land that are compatible with adjacent urban growth. Minimum lot size in the RE zone is one acre. Each of the proposed lots meets the minimum requirements for the RE zoning district. The applicant is requesting a waiver of Section 6-4, Subdivision Regulations, regarding minimum design guidelines for a private street. A private street serves more than one lot. The applicant is requesting a waiver to allow for the existing gravel driveway to remain and be extended to serve the additional lot. Staff is supportive of this request.

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. 4158"/> |
| 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: Eric Carlson
CASE #'s Z-2303-08, S-2303-04
CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, from AG to RE for the purpose of single-family residential development; small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1; and waiver of Section 6-4 of the Subdivision Regulations, regarding street design standards.

On June 27, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three 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.

VOTE:

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

Planning Commission Hearing (s) was held on: June 27, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2303-08
S-2303-04

FOR HEARING OF:
REPORT #1: June 27, 2024
REPORT #2: August 6, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Eric Carlson
14909 Grover Street
Omaha, NE 68144

B. PROPERTY OWNER:

Meredith Carlson, Trustee
5007 Platteview Road
Papillion, NE 68133

C. GENERAL LOCATION:

5007 Platteview Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, located in the Southeast $\frac{1}{4}$ of Section 18, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Walnut Grove Estates Replat 1, from AG to RE
2. Small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1
3. Waiver of Section 6-4, Subdivision Regulations.

F. EXISTING ZONING AND LAND USE:

AG, 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 to create an additional single-family residential acreage lot.

H. SIZE OF SITE:

The site is approximately 21 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is developed with a single-family residence, 1,058 square foot pole barn, accessory structures, and a 20' x 40' pool.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- C. North:** Agriculture/Single Family Residential, AG
- D. East:** Agriculture/Vacant, AG
- E. South:** Platteview Golf Club, AG
- F. West:** Agriculture/Single Family Residential, AG

G. RELEVANT CASE HISTORY:

On June 27, 2024, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates located in the Southeast ¼ of Sectio 18, T13N, 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 and 2, Walnut Grove Estates Replat 1; and waiver of Sectio 6-4 of the Subdivision Regulations, regarding street design standards.

H. APPLICABLE REGULATIONS:

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.
2. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.
3. Chapter 6-4, Subdivision Regulations, regarding Minimum Design Standards.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. Per the MAPA Traffic Flow Data, there are approximately 4,800 cars per day west of the intersection of 36th Street and Platteview Raod.
2. Access is from an existing private drive off Platteview Road. An ingress/egress easement will serve both lots.

D. UTILITES:

This property utilizes a private well and septic system.

E. ANALYSIS:

1. Eric Carlson has submitted a request to small subdivision plat Lots 1 and 2, Walnut Grove Estates Replat 1. In conjunction with the plat, the applicant is requesting a change of zone from AG to RE.
2. The Residential Estates (RE) District is established for the purpose of allowing low density residential uses on larger parcels of land that are compatible with adjacent urban growth.

The minimum lot size in the RE zone is 1 acre. Each of the proposed lots meets the minimum requirements for the RE zoning district.

3. There is an existing single family residence and outbuildings on proposed Lot 1. Lot 2 would be created to facilitate the construction of an additional single family residence.

A bird coop shown on the as-built plot plan on the proposed property line is shown for removal. This will need to be done prior to the filing of the plat.

4. This application was before the Planning Commission on May 18, 2023, and continued indefinitely at that time. Sarpy County Public Works had discovered a

discrepancy with the original recorded plat in relation to the section lines. This issue has since been corrected to Sarpy County's satisfaction.

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

Matt Knight, Public Works Engineer, and Sarpy County Public Works, both requested technical revisions to the plat. The applicant's surveyor has satisfied this request.

No other comments were received on this case.

6. This property lies within the jurisdiction of the Sarpy County Wastewater Agency. The applicant has discussed fees with the Agency, which will be due prior to filing the plat.

7. The applicant is requesting a waiver of Section 6-4, Subdivision Regulations, regarding minimum design guidelines for a private street. A private street serves more than one lot. The applicant is requesting a waiver to allow for the existing gravel driveway to remain and be extended to serve the additional lot. Staff is supportive of this request.

8. The Future Land Use Map of the Comprehensive Plan shows this area as agriculture. This may change as the Comprehensive Plan update moves forward.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from John Meng-Frecker received March 24, 2023
4. Small Subdivision Plat received June 17, 2024
5. As-built plot plan received March 27, 2024

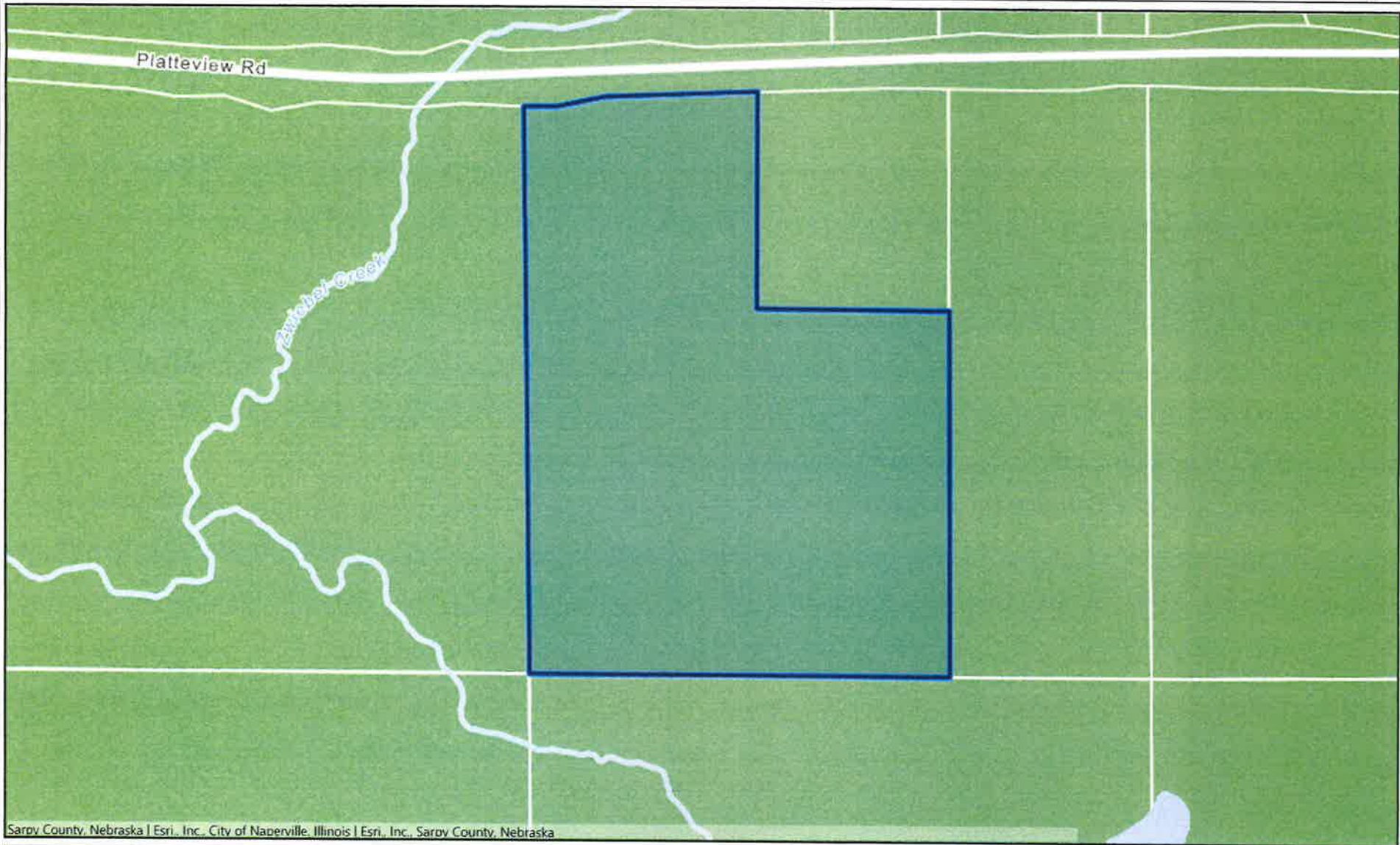
VII. COPIES OF REPORT TO:

1. Eric Carlson
2. Ehrhart Griffin and Associates
3. Public Upon Request


Assistant Planning Manager


Planning Director


Date of Report



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



Map Scale 1: 4514

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

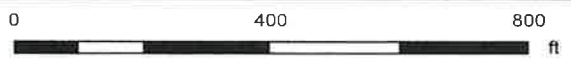


Notes





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



Map Scale 1: 4514

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Notes





September 23, 2021

RECEIVED
MAR 24 2023
PLANNING DEPT.

JUSTIFICATION FOR RE ZONING – RESIDENTIAL ESTATES
5007 PLATTEVIEW ROAD, BELLEVUE, NE
WALNUT GROVE ESTATES REPLAT 1

ON BEHALF OF THE APPLICANT, ERIC CARLSON, AND THE OWNER, MELISSA JARECKE, WE
SUBMIT THE FOLOWING JUSTIFICATION FOR REZONING FROM AG TO RE:

CURRENT ZONING OF WALNUT GROVE ESTATES IS AG. IT IS MORE APPROPRIATE THAT THE
SUBDIVISION BE REZONED TO RE – RESIDENTIAL ESTATES.

- NO AGRICULTURE OPERATIONS ARE CONDUCTED WITHIN THE SUBDIVISION.
- THE SUBDIVISION IS HEAVILY TREED.
- THE PROPOSED REPLAT OF LOT 2 (20.96 ACRES) OF WALNUT GROVE ESTATES WILL
SUBDIVIDE THE LAND INTO FOUR LOTS WHICH RANGE FROM 3.2 ACRES TO 8.1 ACRES
IN SIZE WITH COMMON AREA IMPROVEMENTS TO BE MAINTAINED BY A HOMEOWNERS
ASSOCIATION.
- THE EXISTING AND FUTURE IMPROVEMENTS ARE SINGLE FAMILY HOMES.
- THE ABOVE PLAN COMPLIES WITH THE STATED INTENT OF RE RESIDENTIAL ESTATES:
“**Intent:** The Residential Estates District is established for the purpose of allowing low density
residential uses on larger parcels of land that are compatible with adjacent urban growth. The RE
classification is to be used only for suburban single family homes and the community services
and facilities appurtenant thereto.”
- A COMPARABLE AREA NEARBY IS ‘THE LINKS’ AND ‘BAZARS ADDITION’ ON PLATTEVIEW
ROAD WHICH HAS SINGLE FAMILY HOMES ON LOT SIZES OF 1.3 TO 6.3 ACRES.

John Meng-Frecker
EHRHART GRIFFIN & ASSOCIATES

SARPY COUNTY, NEBRASKA
 DIVISION OF SURVEY
 REGISTRATION SECTION

NORTH
 SCALE 1" = 100'

150 0 150 300 FEET

LEGEND

○ - SET 5/8" REBAR W/CAP (U.N.O.)	S.M. - STAIR DRILL HOLE
△ - FOUND SURVEY POINT	CHS 6" x 8" IN CONCRETE
□ - SURVEY CONTROL POINT (C.P.)	PLAT DISTANCE
▭ - 1/2" WIRELESS SPHERE (U.N.O.)	ACTUAL DISTANCE
C.P. - CORNER TOP IRON	DEED DISTANCE
G.P. - SPIN TOP IRON	COMPLETED DISTANCE
B.C. - 3/4" REBAR WITH PLASTIC CAP	U.N.O. - UNLESS NOTED OTHERWISE

BEARINGS ARE REFERENCED TO NEBRASKA STATE PLANE COORDINATE SYSTEM (NAD83)

WALNUT GROVE ESTATES REPLAT 1

LOTS 1 AND 2,
 AND BEING A REPLAT OF A PART OF LOT 2, WALNUT GROVE ESTATES,
 IN THE SOUTHEAST QUARTER OF SECTION 18, PART OF THE SOUTHEAST
 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, AND PART OF THE
 NORTHEAST 1/4 OF SECTION 19, ALL IN
 TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M.
 SARPY COUNTY, NEBRASKA

PROJECT NO.
EGA211170

NO.	DESCRIPTION	DATE	BY

**EHRHART
 GRIFFIN &
 ASSOCIATES**

1552 Forum Street
 Omaha, Nebraska 68131
 402.755.0637

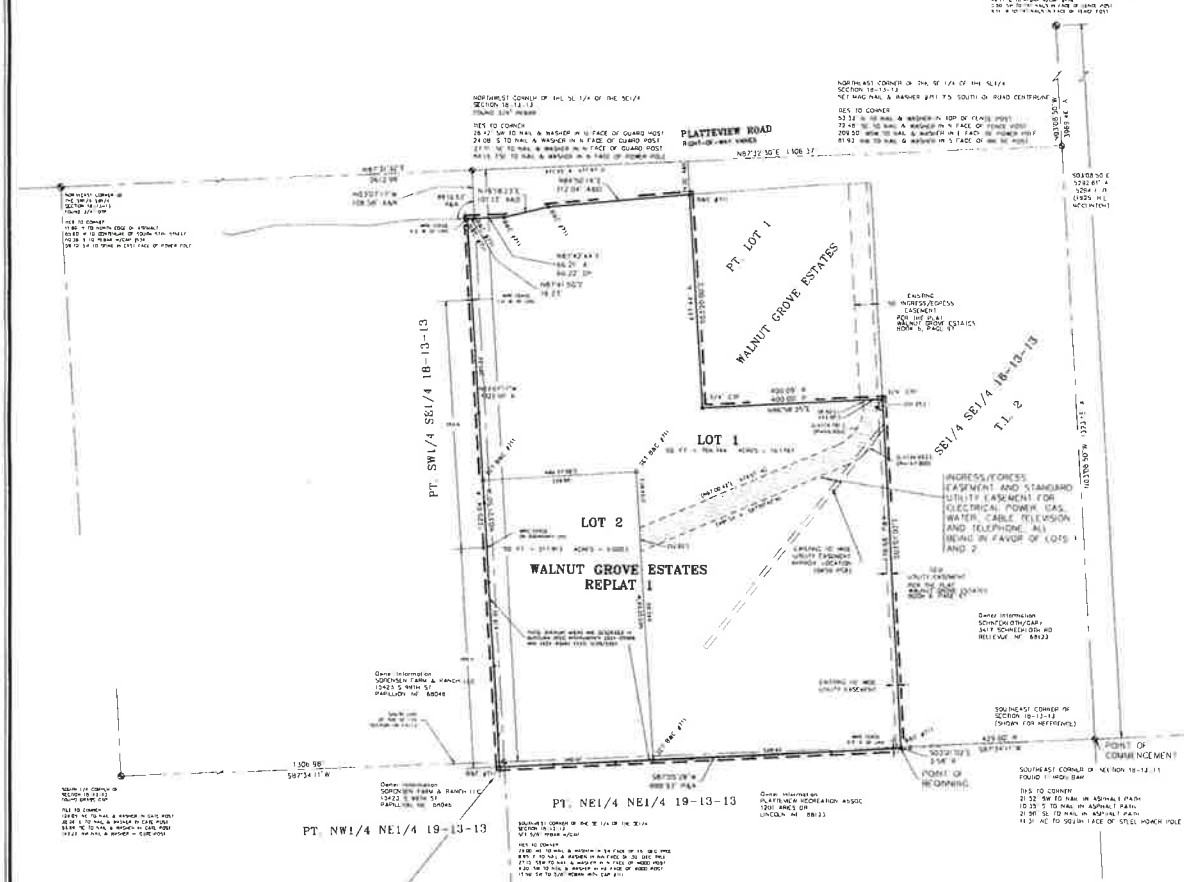
- ENGINEERING
- PLANNING
- LAND SURVEYING

WALNUT GROVE ESTATES REPLAT 1
A
SMALL SUBDIVISION
 5007 PLATTEVIEW ROAD
 PAPPILLION, NEBRASKA

DATE: 6/4/2024
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 CROWN:



SHEET NO.
1 OF 1



DEDICATION
 WHEREAS THE SAID DONOR HAS CAUSED THE SAID DONOR TO BE SUBDIVIDED INTO LOTS AND STREETS SAID SUBDIVISION TO BE KNOWN AS

ACKNOWLEDGEMENT OF NOTARY
 STATE OF NEBRASKA
 COUNTY OF DOUGLAS

APPROVAL OF BELLEVUE PLANNING COMMISSION
 THIS PLAT OF WALNUT GROVE ESTATES REPLAT 1 WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION

COUNTY TREASURER'S CERTIFICATE
 THIS IS TO CERTIFY THAT I FIND REGULAR OR SPECIAL TAXES DUE OR DUE TO BE PAID ON THE PROPERTY DESCRIBED IN THE SURVEY MAPS, CERTIFICATES AND EMBARRAS IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE

APPROVAL OF BELLEVUE CITY COUNCIL
 THIS PLAT OF WALNUT GROVE ESTATES REPLAT 1 WAS APPROVED BY THE BELLEVUE CITY COUNCIL

REVIEW BY SARPY COUNTY PUBLIC WORKS
 THIS PLAT OF WALNUT GROVE ESTATES REPLAT 1 WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE

APPROVAL OF BELLEVUE CITY COUNCIL
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THIS IS NO REQUEST FOR RIGHT-OF-WAY VACATION WITH THIS PLAT
 THERE IS NO REQUEST FOR RIGHT-OF-WAY VACATION WITH THIS PLAT

RECEIVED
JUN 17 2024
PLANNING DEPT.

STATE OF NEBRASKA
 SURVEY REGISTRATION
 REGISTRATION SECTION

PROJECT NO.
EGA211170

NO.	DESCRIPTION	DATE	BY

**EHRHART
GRIFFIN &
ASSOCIATES**

3553 Fernan Street
Omaha, Nebraska 68131
402 / 551-0631

- ENGINEERING
- PLANNING
- LAND SURVEYING

**5007 PLATTEVIEW ROAD
SITE CONDITIONS PLAN**
PROPOSED - WALNUT GROVE ESTATES REPLAT
PAPILLION, NEBRASKA

DATE: 10/14/2021
DESIGNED BY:
DRAWN BY: SRB
CHECKED BY:
CREW:

SHEET NO.
1 OF 1



LEGAL DESCRIPTION
[SHORTLY] --- [PART] [REPLAT 1, A SUBDIVISION CONTAINING LOTS 1 AND 2 AND BEING A PART OF PART OF LOT 2, WALNUT GROVE ESTATES, SHERY COUNTY, NEBRASKA, BEING SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, WALNUT GROVE ESTATES; THENCE S87°07'W A DISTANCE OF 106.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE N02°03'24" E A DISTANCE OF 170.14 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; SAID POINT ALSO BEING ON THE SOUTHWEST CORNER OF PLATTEVIEW ROAD AS CONVEYED IN INSTRUMENT AT BOOK 155, PAGE 772; THENCE N87°14'47" E ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 65.41 FEET; THENCE N02°03'12" E ON SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 101.12 FEET; THENCE N86°23'07" E ON SAID RIGHT-OF-WAY A DISTANCE OF 312.04 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE S00°07'07" E A DISTANCE OF 471.48 FEET TO A POINT ON THE EASTERLY LINE OF SAID 2; THENCE N87°09'20" E A DISTANCE OF 400.04 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE S00°07'07" E A DISTANCE OF 378.88 FEET TO THE POINT OF BEGINNING, CONTAINING 0.6218 SQUARE FEET OR 21.102 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THIS PLAN, MAP, SURVEY, OR REPORT WAS MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

Date: 7/15/2021

Shane Boler



THERE IS NO REQUEST FOR RIGHT-OF-WAY DEDICATION WITH THIS PLAN
THERE IS NO REQUEST FOR RIGHT-OF-WAY VACATION WITH THIS PLAN

- LEGEND:**
- P - PLAT DISTANCE
 - A - ACTUAL DISTANCE
 - B - MEASURED DISTANCE
 - C - CALCULATED DISTANCE
 - D - DEED DISTANCE
 - Q - CURVED DISTANCES IN DEEDS AT BOOK 155 PAGE 772 APPEAR TO BE IN ERROR AND ARE IN CONFLICT WITH SURVEY AND PLATS OF RECORD
 - R - FOUND SURVEY POINT (B/C) - REBAR & CAP
 - S - SET SURVEY POINT (B/C) - REBAR W/CAP U.H.O.
 - CTP - CRIMPED TOP PIPE
 - OTF - OPEN TOP PIPE
 - S.O.H. - STAR DRILL HOLE
 - X - CRAGGED "X" IN CONCRETE

RECEIVED

MAR 24 2023

PLANNING DEPT.

ORDINANCE NO. 4158

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 5007 PLATTEVIEW ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 and 2, Walnut Grove Estates Replat 1, being a replat of Lot 2, Walnut Grove Estates, located in the Southeast ¼ of Section 18, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From AG (Agricultural Zone) to RE (Residential Estates)

(Eric Carlson)

Section 2. This ordinance shall not take effect until such time as the final plat of Walnut Grove Estates Replat 1, is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

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

13b.
7/16/2024

COUNCIL MEETING DATE: July 16, 2024		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, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Waldruh Replat No. 7. Applicant: Lawrence T. Butler. General location: 505 Waldruh Drive.

SYNOPSIS/BACKGROUND:

Lawrence Butler is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Waldruh Replat No. 7, for the purpose of a lot line adjustment. Mr. Butler desires to add a covered porch onto the rear of his existing residence. He is unable to accomplish this due to the lack of space required for the rear yard setback. With approval of the proposed small subdivision plat, Mr. Butler would meet the required rear yard setback. This request will not change the zoning designations already existing. Proposed Lot 1 will remain RD-60-PS and Lot 2 will remain RS-84-PS.

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. 4159"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Simon Bataillon
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Lawrence T. Butler

CASE #'s Z-2404-02, S-2404-05

CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2, Waldruh Replat No. 7.

On June 27, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: June 27, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-2404-02
S-2404-05

FOR HEARING OF:
REPORT #1: June 27, 2024
REPORT #2: August 6, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Lawrence T. Butler
505 Waldruh Drive
Bellevue, NE 68005

B. PROPERTY OWNERS:

Lawrence T. Butler
505 Waldruh Drive
Bellevue, NE 68005

Waldruh Homeowners Association
Attn: Bryan Handlos/Treasurer
504 Waldruh Drive
Bellevue, NE 68005

C. GENERAL LOCATION:

505 Waldruh Drive

D. LEGAL DESCRIPTION:

Lots 1 and 2, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the Southeast $\frac{1}{4}$ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Waldruh Replat No. 7, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS.
2. Small Subdivision Plat Lots 1 and 2, Waldruh Replat No. 7.

F. EXISTING ZONING AND LAND USE:

RD-60-PS and RS-84-PS, Single Family Residential/Vacant.

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

Lot 36, Waldruh Replat No. 4, is approximately 0.24 acres and Lot 2, Waldruh Replat No. 6 is approximately 0.60 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Lot 36 is presently developed with a single-family residence built in 1991. Lot 2 is vacant and covered with vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential/Vacant, RD-60-PS and RS-84-PS
2. **East:** Single Family Residential/Vacant, RS-84-PS
3. **South:** Single Family Residential, RD-60-PS
4. **West:** Single Family Residential, RD-60-PS

C. REVELANT CASE HISTORY:

On June 27, 2024, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RD-60-PS and RS-84-PS to RD-60-PS and RS-84-PS, for the purpose of a lot line adjustment; and small subdivision plat Lots 1 and 2 Waldruh replat No. 7.

D. APPLICABLE REGULATIONS:

1. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.
2. Section 5.11, Zoning Ordinance, regarding RG-60 uses and requirements.
3. Section 5.17, Zoning Ordinance, regarding -PS uses and requirements.
4. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. The property presently has access from a private driveway off Waldruh Drive.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Lawrence Butler is requesting approval of a rezoning and small subdivision plat for Lots 1 and 2, Waldruh Replat No. 7, for the purpose of a lot line adjustment.
2. Mr. Butler desires to add a covered porch onto the rear of his existing residence. He is unable to accomplish this due to lack of space for the required rear yard setback. With approval of the proposed small subdivision plat, Mr. Butler would meet the required rear yard setback.
3. This request would not change the zoning designations already existing. Proposed Lot 1 will remain RD-60-PS and Lot 2 will remain RS-84-PS.

The previously approved setbacks for Lot 1 under the -PS designation are as follows:

- 17.5' Front Yard
- 5' Side Yard
- 15' Rear Yard

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, and the Bellevue Public School District. The cover letter

indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, and Mike Sharp, Sarpy County Surveyor, requested minor technical revisions regarding the small subdivision plat. The applicant's surveyor has made the requested revisions.

5. The Future Land Use Map of the Comprehensive Plan shows this area as medium-density residential. The applicant's request is in conformance with the Comprehensive Plan.

6. The small subdivision plat and rezoning do not impact the existing land use or change the character of the neighborhood.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Comprehensive Plan as well as lack of perceived impact upon the surrounding neighborhood.

VI. ATTACHMENTS TO REPORT

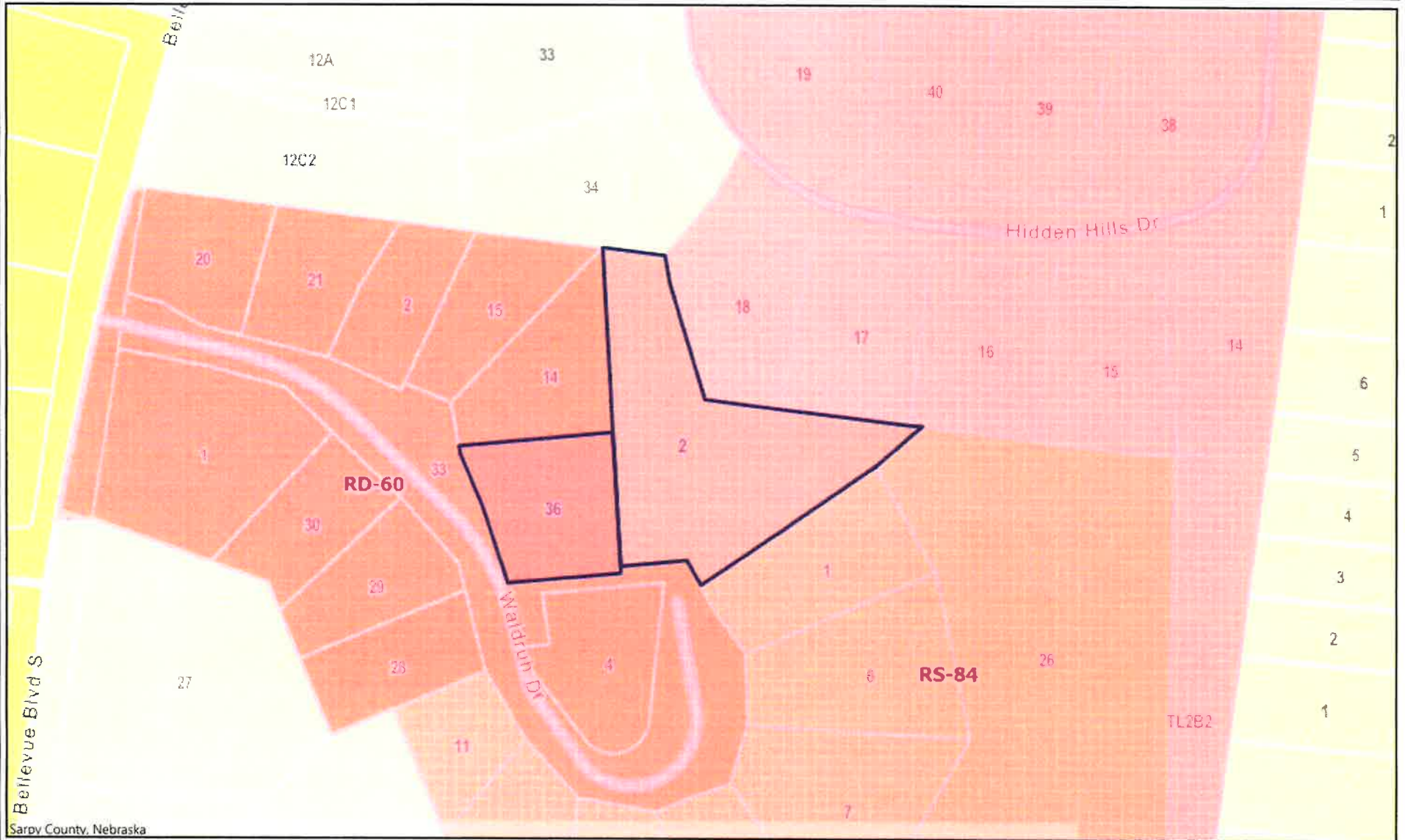
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Small subdivision plat received May 14, 2024
4. As-built plot plan received April 19, 2024
5. Letter from the applicant received April 19, 2024

VII. COPIES OF REPORT TO:

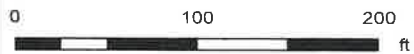
1. Applicant (Lawrence T. Butler)
2. Waldruh Homeowners Association
3. Fine Line Surveying, LLC (Karen Brightenburg)
4. Public Upon Request


Assistant Planning Manager


Planning Director Date of Report

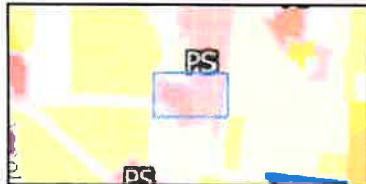


Sarpy County, Nebraska



Map Scale 1: 1592

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





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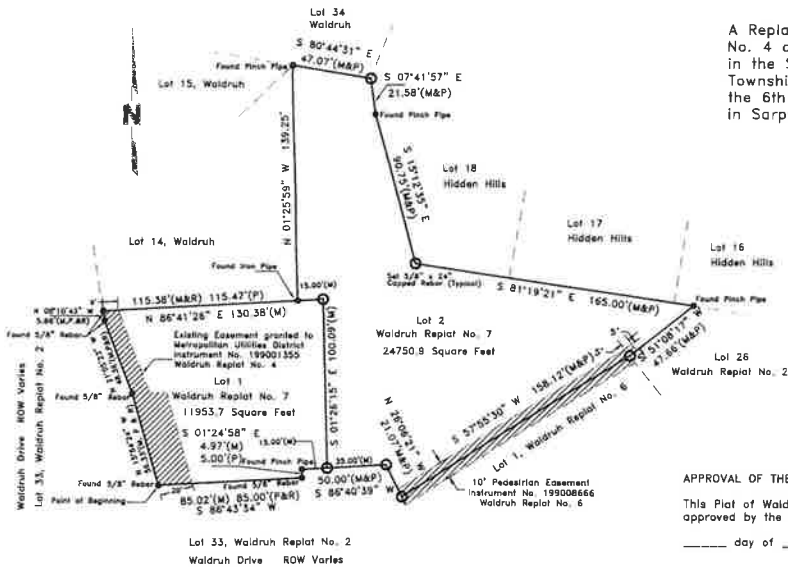
Notes



WALDRUH REPLAT NO. 7

Lots 1 and 2

A Replatting of Lot 36, Waldruh Replat No. 4 and Lot 2, Waldruh Replat No. 6 in the Southeast Quarter of Section 25, Township 14 North, Range 13 East of the 6th P.M. as Surveyed and Recorded in Sarpy County, Nebraska



LEGEND

- = Section Corner
- = Corner Found
- = Corner Set - 5/8" x 24"
- = Rebar (unless otherwise noted)
- △ = Temporary Point
- (D) = Deduced Distance
- (M) = Measured Distance
- (P) = Platted Distance
- (R) = Recorded Distance
- N.T.S. = Not to Scale

Scale in Feet

0' 25' 50' 100'

DEDICATION

Know all men by these presents that we, Lawrence T. and Tanya K. Butler, owners of Lot 36, Waldruh Replat No. 4 and Waldruh Homeowners Association, owners of Lot 2, Waldruh Replat No. 6, as described in the Surveyors' Certificate and embraced within the Plat, have caused said land to be subdivided into lots to be numbered as shown, sold subdivision hereinafter to be known as Waldruh Replat No. 7 Lots 1 and 2, and we do hereby ratify and approve properly the disposition of our property as shown on the Plat. Perpetual easements shall be granted to the Omaha Public Power District and any telecommunications entity or other corporation transmitting signals authorized to use City streets, to erect, operate, maintain, repair and renew, poles, wires, cables and conduits and other related facilities and to extend thereon wires or cables for the carrying and transmission of all electric current for light, heat and power and for the transmission of signals and sounds of all kinds and the reception on, over, through, under and across a (5') five foot wide strip of land abutting all front and side boundary lot lines and an (8') eight foot wide strip of land abutting all rear boundary lot lines of all interior lots and a (16') sixteen foot wide strip of land abutting the rear boundary lot lines of all exterior lots. The term "exterior lots" is herein defined as those lots forming the outer perimeter of the above described addition. Said (16') sixteen foot wide easement will be reduced to an (8') eight foot wide easement when the adjacent land is surveyed, platted and recorded. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the aforesaid uses or rights herein granted.

In Witness Hereof, we do set our hands

Lawrence T. and Tanya K. Butler

Lawrence T. Butler, Owner

Tanya K. Butler, Owner

Bryan Handlos, Treasurer
Waldruh Homeowners Association

APPROVAL OF THE BELLEVUE CITY COUNCIL

This Plat of Waldruh Replat 7 Lots 1 and 2 was approved by the City Council of Bellevue on this _____ day of _____, 2024.

Mayor _____
Attest _____
City Clerk

SURVEYORS CERTIFICATE & LEGAL DESCRIPTION

I hereby certify that I have accurately surveyed the subdivision to be known as WALDRUH REPLAT, 7, a replatting of Lot 36, Waldruh Replat No. 4 and of Lot 2, Waldruh Replat No. 6 all located in the Southeast Quarter of Section 25, T14N, R13E Bellevue, Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Southwest corner of Lot 36, Waldruh Replat No. 4; Thence: N 15°54'24" W, same as the bearing on the original survey, a distance of 56.33 feet; Thence: N 21°05'23" W, a distance of 48.36 feet; Thence: N 08°10'45" W, a distance of 5.86 feet; Thence: N 86°41'26" E, a distance of 115.38 feet; Thence: N 01°25'59" W, a distance of 139.25 feet; Thence: S 80°44'31" E, a distance of 47.07 feet; Thence: S 07°41'57" E, a distance of 21.58 feet; Thence: S 15°12'35" E, a distance of 90.75 feet; Thence: S 81°19'21" E, a distance of 165.00 feet; Thence: S 51°08'17" W, a distance of 47.66 feet; Thence: S 57°55'30" W, a distance of 158.12 feet; Thence: N 26°06'21" W, a distance of 21.07 feet; Thence: S 86°40'39" W, a distance of 50.00 feet; Thence: S 01°24'58" E, a distance of 4.97 feet; Thence: S 86°43'34" W, a distance of 85.02 feet to the Point of Beginning and containing 36704.8 Square Feet (0.843 Acres) of land, more or less. All corners were calculated by angle and distance of the survey of Waldruh Replat No. 6.

I, Karen D. Brightenburg, do hereby certify that I am a duly registered surveyor under the Nebraska Land Surveyors Regulation Act and that I have performed a boundary survey of the subdivision herein and that permanent monuments have been placed (capped 5/8" x 24" Rebar) or found as noted herein at all Lot and Boundary corners in the subdivision to be known as Waldruh Replat No. 7. Said Plat is a true delineation of said survey performed by me personally; that said survey was made with reference to known and recorded monuments, and to the best of my knowledge and belief is true, correct and in accordance with the Nebraska Land Surveyors Regulation Act in effect at the time of this survey.

Dated: April 11, 2024

By: Karen D. Brightenburg, Nebraska RLS 611
Fine Line Land Surveying
PO Box 53
Valparaiso, NE 68065

SARPY COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular nor special taxes due or delinquent against the property as described in the Surveyors Certificate and embraced in this plat as shown by the records of this office.

On this _____ day of _____, 2024.

Sarpy County Treasurer _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

This Plat of Waldruh Replat 7 Lots 1 and 2 was reviewed by the Sarpy County Surveyor's Office

On this _____ day of _____, 2024.

County Surveyor/Engineer _____

APPROVAL OF THE BELLEVUE CITY PLANNING COMMISSION

This Plat of Waldruh Replat 7 Lots 1 and 2 was approved by the Bellevue City Planning Commission

On this _____ day of _____, 2024.

Chairman _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §
COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Lawrence T. Butler, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be his voluntary act and deed.

Notary Public _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §
COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Tanya K. Butler, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be her voluntary act and deed.

Notary Public _____

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA §
COUNTY OF SARPY §

On this _____ day of _____, 2024, before me, a Notary Public, duly commissioned and qualified for said County and State, personally appeared Bryan Handlos, representative for Waldruh Homeowners Association, who is personally known to me to be the identical person whose name is affixed to the above instrument as an individual and he acknowledged the signing of the same to be his voluntary act and deed and the voluntary act and deed of said organization.

Notary Public _____

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MAY 14 2024
PLANNING DEPT.

Plot Plan

Bellevue, Sarpy County, Nebraska

Job No: 241892

Sheet: 1 of 1

Legal Description

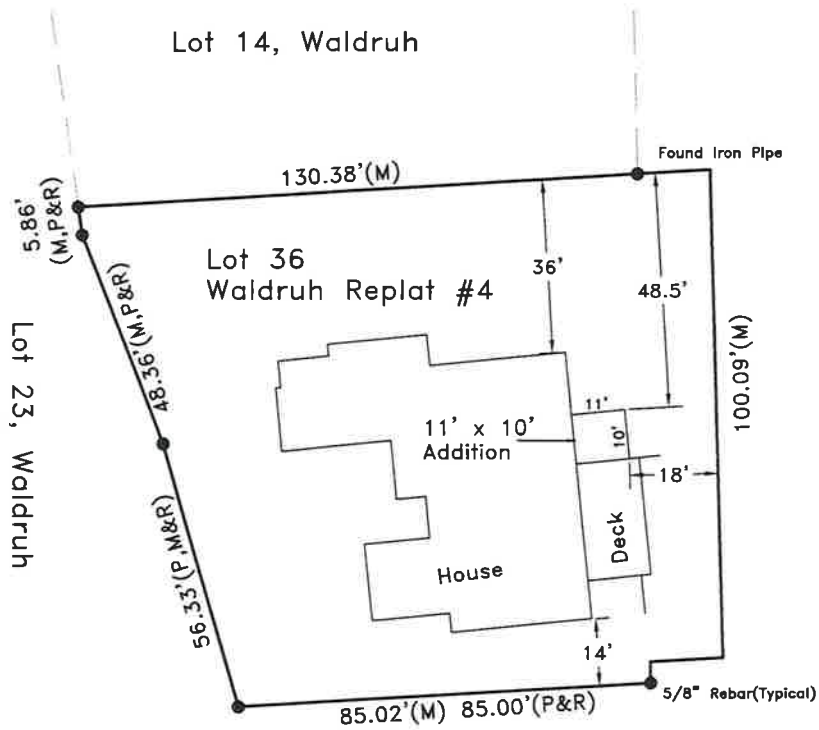
Boundary survey of Lot 36, Waldruh Replat Number 4 located in the NW $\frac{1}{4}$, Section 31, T. 5 N., R. 12 E. of the 6th PM, Lincoln, Sarpy County, Nebraska. Also known as 805 North 18th Street.



LEGEND

- = Section Corner
- = Corner Found
- = Corner Set - 5/8" x 30" Rebar (unless otherwise noted)
- △ = Temporary Point
- (D) = Deeded Distance
- (M) = Measured Distance
- (P) = Platted Distance
- (R) = Recorded Distance
- N.T.S. = Not to Scale

SCALE: 1" = 30'



RECEIVED
APR 19 2024
PLANNING DEPT.

April 20, 2024

I am rezoning my property to add additional square footage in order to construct a covered porch.

Lawrence T. Butler
Lawrence T. Butler

RECEIVED
APR 19 2024
PLANNING DEPT.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 505 WALDRUH DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RD-60-PS (Duplex Residential – Planned Subdivision) and RS-84-PS (Single-Family Residential – 8,400 Square Foot Zone – Planned Subdivision) to RD-60-PS (Duplex Residential – Planned Subdivision)

Lot 2, Waldruh Replat No. 7, being a replat of Lot 36, Waldruh Replat No. 4, and Lot 2, Waldruh Replat No. 6, located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RD-60-PS (Duplex Residential – Planned Subdivision) and RS-84-PS (Single-Family Residential – 8,400 Square Foot Zone – Planned Subdivision) to RS-84-PS (Single-Family Residential – 8,400 Square Foot Zone – Planned Subdivision).

(Lawrence T. Butler)

Section 2. This ordinance shall not take effect until such time as the final plat of Waldruh Replat No. 7, 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

13c.
7/16/2024

COUNCIL MEETING DATE: July 16, 2024		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development. Applicant: Bellevue Housing Authority. General location: 8301 S 9th Street.

SYNOPSIS/BACKGROUND:

Carolyn Pospisil, on behalf of the Bellevue Housing Authority, has submitted a request for a change of zone for Lot 11, Childs Estates Acres, for the purpose of multi-family residential development. The applicant is requesting a change of zone from RD-60 (Duplex Residential - 6,000 Square Foot Zone) to RG-28 (General Residential - 2,800 Square Foot Zone). The applicant proposes to construct a multi-family residential building on 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 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. 4160"/>
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:

Tammi Palm

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Bellevue Housing Authority

CASE #: Z-2404-03

CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development.

On June 27, 2024, the City of Bellevue Planning Commission voted five yes, one no, three absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as a lack of perceived negative impact upon the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: June 27, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2404-03

FOR HEARING OF:

REPORT #1: June 27, 2024

REPORT #2: August 6, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Bellevue Housing Authority
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

B. PROPERTY OWNER:

Bellevue Housing Authority
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

C. GENERAL LOCATION:

8301 South 9th Street

D. LEGAL DESCRIPTION:

Lot 11, Childs Estate Acres, located in the Northwest $\frac{1}{4}$ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 11, Childs Estate Acres from RD-60 to RG-28.

F. EXISTING ZONING AND LAND USE:

RD-60/Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately .71 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant. A portion of the hard surface parking belonging to the residences to the south is located on this property.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Forest Station Elementary School, RG-8 (across Childs Rd. W.)
- 2. **East:** Railroad Right-of-Way
- 3. **South:** Duplex residential, RD-60
- 4. **West:** Single-family residential, RS-84

C. REVELANT CASE HISTORY:

On June 27, 2024, the Planning Commission recommended approval of a request to rezone Lot 11, Childs Estate Acres, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RD-60 to RG-28 for the purpose of multi-family residential development.

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. This property has access from South 9th Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Carolyn Pospisil, on behalf of the Bellevue Housing Authority, has submitted a request for a change of zone for Lot 11, Childs Estate Acres, for the purpose of multi-family residential development.
2. The applicant is requesting a change of zone from RD-60 to RG-28. Presently the lot is zoned for duplex residential.

The intent of the RG-28 district is to permit medium-density, low-rise development that will be compatible when located near and among lower-density types of housing, including single-family and two-family on small lots. Based on the existing lot area, nine units would be the maximum allowed with the proposed density.

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

No comments were received on this case.

4. The applicant desires to construct a multi-family residential building on the property. Per their attached zoning justification letter, the property's proximity to schools, express bus route, restaurants, and Bellevue University make it an attractive location for a multi-family development. The applicant also points out this land is within the Fort Crook Road corridor development area. The applicant believes rezoning the property to allow for more density aligns with the goals and vision of the Fort Crook Road 2040 Plan.
5. Staff believes the RG-28 request is appropriate based on its location and will be compatible with the surrounding neighborhood.

6. This property is designated for medium-density residential use in the Future Land Use Map of the Comprehensive Plan. The requested RG-28 zoning is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

V. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

VI. ATTACHMENTS TO REPORT

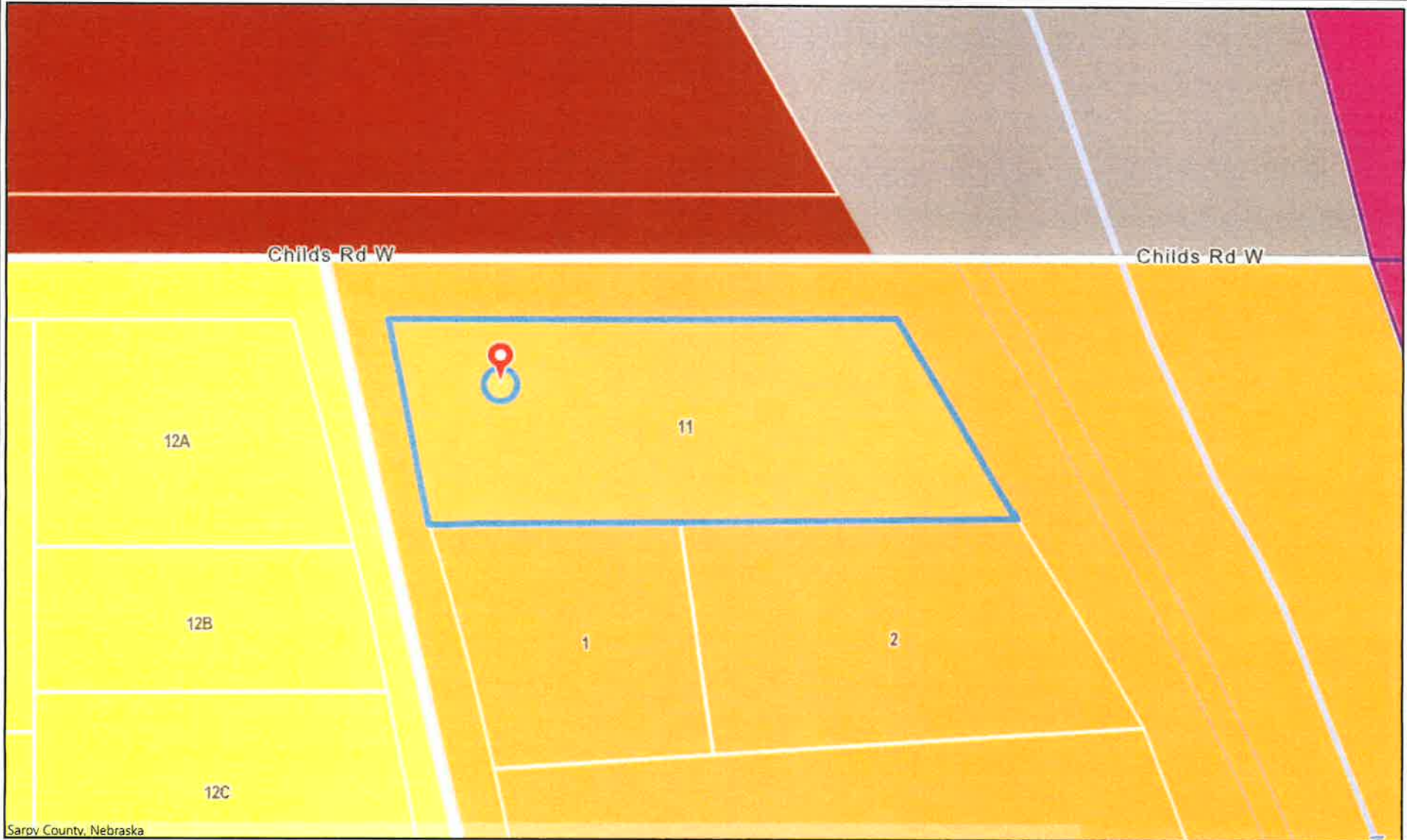
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Zoning Justification Letter dated April 19, 2024

VII. COPIES OF REPORT TO:

1. Carolyn Pospisil, Bellevue Housing Authority
2. Public Upon Request


Assistant Planning Manager

 07/09/24
Planning Director Date of Report

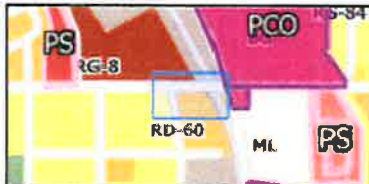


Sarpy County, Nebraska



Map Scale 1: 1128

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Notes





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Rezoning Application Justification Statement

8301 S 9th Street, Bellevue, NE 68147
LOT 11 CHILDS ESTATE ACRES

4/17/24

Request

The Bellevue Housing Authority is requesting to rezone the subject property from RD-60 (Residential Duplex - 6,000 sq ft) to RG-28 (General Residential) to allow the development of a multi-family residential project.

Site Characteristics & History

The property is 0.789 acres in size, and is currently owned by the Bellevue Housing Authority. In 2013, a building permit (#SG2434B) was approved for demolition of a dwelling and garage located on the property. Currently, the property is vacant.

This project is proposing to rezone the property to RD-60 to allow for the development of a multi-family residence.

Surrounding Uses

North: Forest Station Elementary School
Zoned: RG-8

South: Childs Estate Acres (Duplex Residences)
Zoned: RD-60

East: Railway & Mud Creek
Zoned: RD-60

West: Childs Estate Acres (Single Family Residences)
Zoned: RS-84

Justification of Request

The Comprehensive Plan states its objectives are to encourage and promote quality development and utilize existing infrastructure and City services. We believe this project meets these objectives.

While the property is zoned Residential Duplex, we believe it would be better suited to be zoned General Residential, in order to develop a multi-family residence that can house multiple residents. This project will encourage greater housing diversity and styles within the neighborhood, giving residents more options when finding a home in Bellevue. The

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Comprehensive Plan suggests a need for medium-density residential dwellings throughout Bellevue, and this project would help fill that need along the Fort Crook corridor.

Some of the existing infrastructure and City services the project will benefit from are as follows:

- Located in Forest Station Elementary, Logan Fontenelle Middle, and Bellevue West High School districts.
- Located on Metro Route 95 Bellevue Express, which includes an existing stop located at Marathon Ventures Inc. at Southroads Mall.
- Located 1.61 miles from Bellevue University. Existing Metro bus stop location.
- Restaurants within 1.0 miles include Roma Italian Restaurant, The Special Restaurant, Romeo's Mexican Food & Pizza, Golden Bowl Chinese Restaurant, and Stella's Bar & Grill.
- The proposed use is compatible with the Fort Crook 2040 Plan, which aims to create a functional and attractive corridor punctuated by mixed-use, pedestrian oriented development.

Based upon the above information, the Bellevue Housing Authority respectfully requests approval of this Rezoning.

Carolyn Pospisil
Bellevue Housing Authority
(319) 270-1540
carolyn@sarpyhousing.org

✪ Tax Parcels

Parcel #010364692

Site Address: 8301 S 9TH ST BELLEVUE NE 68147
Legal Description: LOT 11 CHILDS ESTATE ACRES
Land Value: \$35,000
Total Value: \$35,000

Owner Information:

BELLEVUE HOUSING AUTHORITY
8214 ARMSTRONG CIR
BELLEVUE, NE 68147

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[Find Data by Parcel Boundary](#)

[Property Details Page](#)

[Create Parcel Detail Report \(pdf\)](#)

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City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Bellevue Housing Authority

CASE #: Z-2404-03

CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lot 11, Childs Estates Acres, from RD-60 to RG-28 for the purpose of multi-family residential development.

On June 27, 2024, the City of Bellevue Planning Commission voted five yes, one no, three absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as a lack of perceived negative impact upon the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: June 27, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2404-03

FOR HEARING OF:

REPORT #1: June 27, 2024

REPORT #2: August 6, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Bellevue Housing Authority
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

B. PROPERTY OWNER:

Bellevue Housing Authority
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68147

C. GENERAL LOCATION:

8301 South 9th Street

D. LEGAL DESCRIPTION:

Lot 11, Childs Estate Acres, located in the Northwest $\frac{1}{4}$ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 11, Childs Estate Acres from RD-60 to RG-28.

F. EXISTING ZONING AND LAND USE:

RD-60/Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately .71 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant. A portion of the hard surface parking belonging to the residences to the south is located on this property.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Forest Station Elementary School, RG-8 (across Childs Rd. W.)
- 2. **East:** Railroad Right-of-Way
- 3. **South:** Duplex residential, RD-60
- 4. **West:** Single-family residential, RS-84

C. REVELANT CASE HISTORY:

On June 27, 2024, the Planning Commission recommended approval of a request to rezone Lot 11, Childs Estate Acres, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RD-60 to RG-28 for the purpose of multi-family residential development.

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. This property has access from South 9th Street.

D. UTILITIES:

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

E. ANALYSIS:

1. Carolyn Pospisil, on behalf of the Bellevue Housing Authority, has submitted a request for a change of zone for Lot 11, Childs Estate Acres, for the purpose of multi-family residential development.
2. The applicant is requesting a change of zone from RD-60 to RG-28. Presently the lot is zoned for duplex residential.

The intent of the RG-28 district is to permit medium-density, low-rise development that will be compatible when located near and among lower-density types of housing, including single-family and two-family on small lots. Based on the existing lot area, nine units would be the maximum allowed with the proposed density.

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

No comments were received on this case.

4. The applicant desires to construct a multi-family residential building on the property. Per their attached zoning justification letter, the property's proximity to schools, express bus route, restaurants, and Bellevue University make it an attractive location for a multi-family development. The applicant also points out this land is within the Fort Crook Road corridor development area. The applicant believes rezoning the property to allow for more density aligns with the goals and vision of the Fort Crook Road 2040 Plan.

5. Staff believes the RG-28 request is appropriate based on its location and will be compatible with the surrounding neighborhood.

6. This property is designated for medium-density residential use in the Future Land Use Map of the Comprehensive Plan. The requested RG-28 zoning is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

V. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

VI. ATTACHMENTS TO REPORT

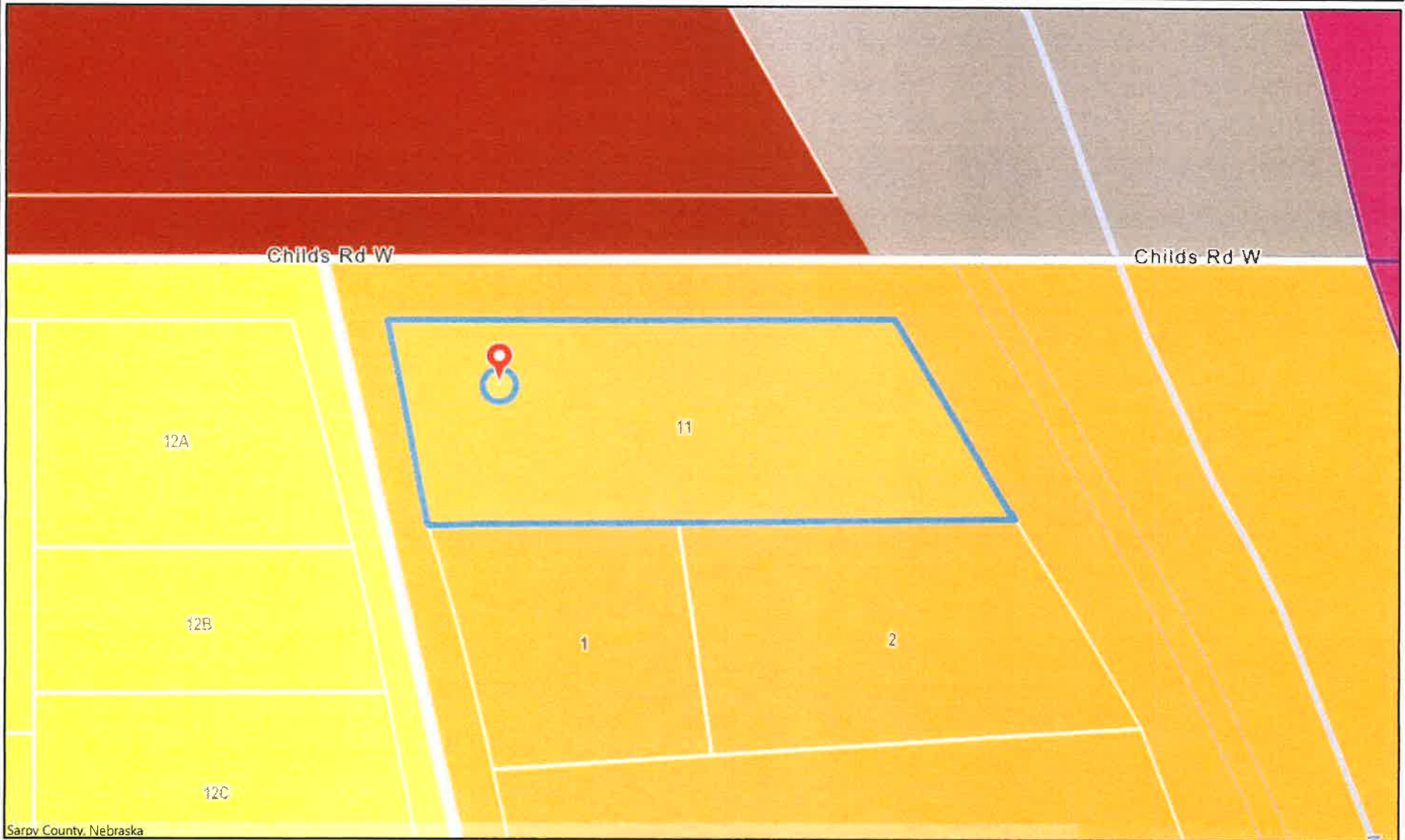
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Zoning Justification Letter dated April 19, 2024

VII. COPIES OF REPORT TO:

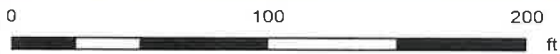
1. Carolyn Pospisil, Bellevue Housing Authority
2. Public Upon Request


Assistant Planning Manager


Planning Director 07/09/24
Date of Report



Sarpy County, Nebraska



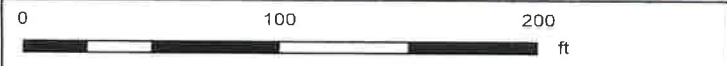
Map Scale 1: 1128

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Notes





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Notes



Rezoning Application Justification Statement

8301 S 9th Street, Bellevue, NE 68147
LOT 11 CHILDS ESTATE ACRES

4/17/24

Request

The Bellevue Housing Authority is requesting to rezone the subject property from RD-60 (Residential Duplex - 6,000 sq ft) to RG-28 (General Residential) to allow the development of a multi-family residential project.

Site Characteristics & History

The property is 0.789 acres in size, and is currently owned by the Bellevue Housing Authority. In 2013, a building permit (#SG2434B) was approved for demolition of a dwelling and garage located on the property. Currently, the property is vacant.

This project is proposing to rezone the property to RD-60 to allow for the development of a multi-family residence.

Surrounding Uses

North: Forest Station Elementary School
Zoned: RG-8

South: Childs Estate Acres (Duplex Residences)
Zoned: RD-60

East: Railway & Mud Creek
Zoned: RD-60

West: Childs Estate Acres (Single Family Residences)
Zoned: RS-84

Justification of Request

The Comprehensive Plan states its objectives are to encourage and promote quality development and utilize existing infrastructure and City services. We believe this project meets these objectives.

While the property is zoned Residential Duplex, we believe it would be better suited to be zoned General Residential, in order to develop a multi-family residence that can house multiple residents. This project will encourage greater housing diversity and styles within the neighborhood, giving residents more options when finding a home in Bellevue. The

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PLANNING DEPT.

Comprehensive Plan suggests a need for medium-density residential dwellings throughout Bellevue, and this project would help fill that need along the Fort Crook corridor.

Some of the existing infrastructure and City services the project will benefit from are as follows:

- Located in Forest Station Elementary, Logan Fontenelle Middle, and Bellevue West High School districts.
- Located on Metro Route 95 Bellevue Express, which includes an existing stop located at Marathon Ventures Inc. at Southroads Mall.
- Located 1.61 miles from Bellevue University. Existing Metro bus stop location.
- Restaurants within 1.0 miles include Roma Italian Restaurant, The Special Restaurant, Romeo's Mexican Food & Pizza, Golden Bowl Chinese Restaurant, and Stella's Bar & Grill.
- The proposed use is compatible with the Fort Crook 2040 Plan, which aims to create a functional and attractive corridor punctuated by mixed-use, pedestrian oriented development.

Based upon the above information, the Bellevue Housing Authority respectfully requests approval of this Rezoning.

Carolyn Pospisil
Bellevue Housing Authority
(319) 270-1540
carolyn@sarpyhousing.org

☆ Tax Parcels

Parcel #010364692

Site Address: 8301 S 9TH ST BELLEVUE NE 68147
Legal Description: LOT 11 CHILDS ESTATE ACRES
Land Value: \$35,000
Total Value: \$35,000

Owner Information:

BELLEVUE HOUSING AUTHORITY
8214 ARMSTRONG CIR
BELLEVUE, NE 68147

Zoom to Parcel

[Find Data by Parcel Boundary](#)

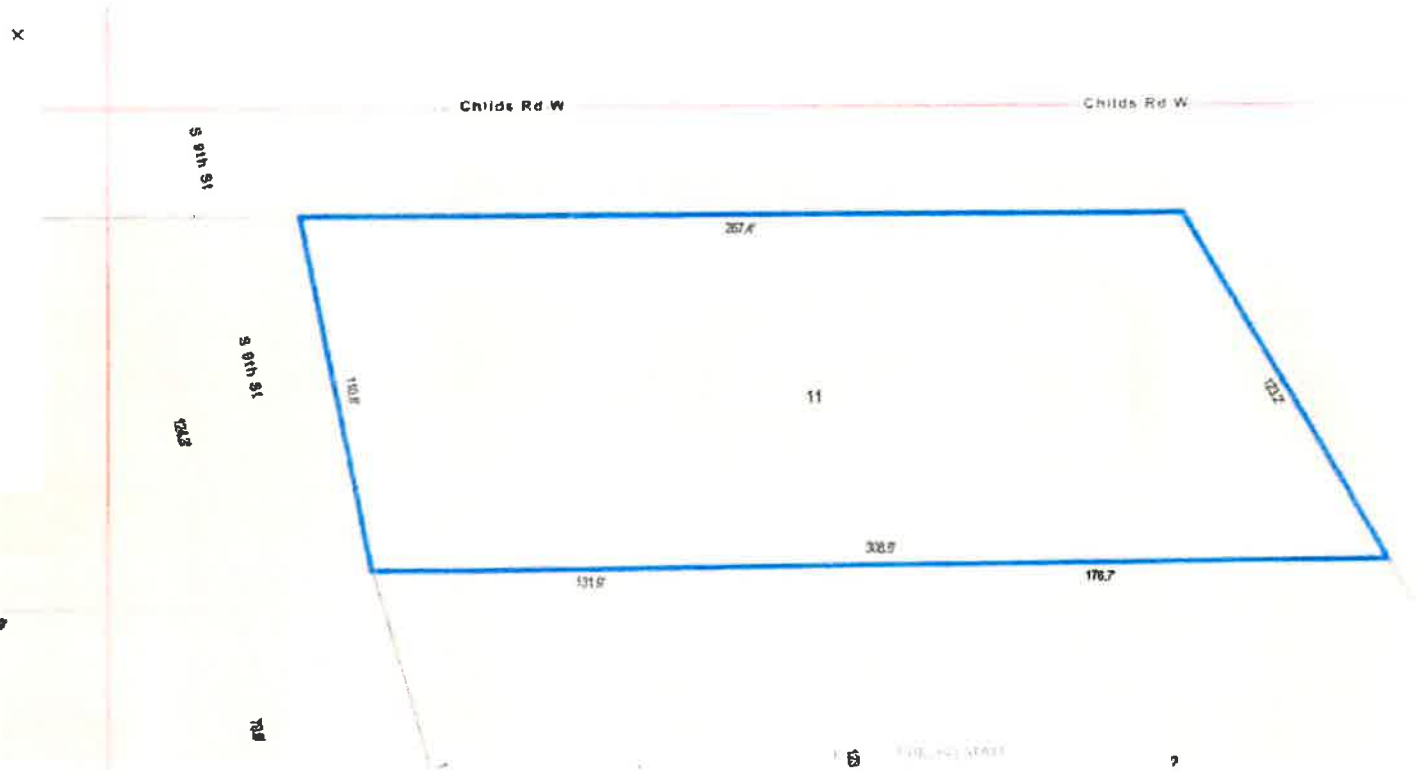
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PLANNING DEPT.

ORDINANCE NO. 4160

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 8301 SOUTH 9TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 11, Childs Estates Acres, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RD-60 (Duplex Residential – 12,000 Square Foot Zone) to RG-28 (General Residential – 2,800 Square Foot Zone)

(Bellevue Housing Authority)

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

Section 3. This ordinance shall take effect and be in force from and after its adoption and publication according to law.

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

13d.
7/16/2024

COUNCIL MEETING DATE: July 16, 2024		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 29, Dee's Addition to South Omaha, from RS-84 to RG-20 for the purpose of multi-family residential development. Applicant: Housing Foundation for Sarpy County. General location: 2713 Edwards Street.

SYNOPSIS/BACKGROUND:

Carolyn Pospisil, on behalf of the Housing Foundation for Sarpy County, is requesting to rezone Lot 29, Dee's Addition to South Omaha, for the purpose of multi-family residential development. The applicant is requesting a change of zone from RS-84 to RG-20. The intent of the RG-20 district is to permit moderately high-density development and uses that are typical and compatible in the operation of apartment homes. The lot is presently zoned for single-family residential. Based on the square footage of the lot, a maximum of four units could be built on this property in the RG-20 zoning designation. This property is located within the Fort Crook Road corridor. The applicant believes this project would help fill the need for higher density residential along the Fort Crook Road corridor. The vision of the approved Fort Crook Road 2040 Plan includes higher density residential uses along the corridor, and this request aligns with that vision.

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. 4161"/>
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: _____

Jimmy Bonilla

Tammi Palm

Jim DeWitt

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Housing Foundation for Sarpy County

CASE #: Z-2404-04

CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lot 29, Dee's Addition to South Omaha, located in the Northeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84 to RG-20 for the purpose of multi-family residential development.

On June 27, 2024, the City of Bellevue Planning Commission voted four yes, two no, three absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as a lack of perceived negative impact upon the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: June 27, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBERS: Z-2404-04

REPORT #1: June 27, 2024

REPORT #2: August 6, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Housing Foundation for Sarpy County
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68005

B. PROPERTY OWNERS:

Esmeralda Elder
5303 N 6th Street
Omaha, NE 68110

C. GENERAL LOCATION:

2713 Edwards Street

D. LEGAL DESCRIPTION:

Lot 29, Dee's Addition to South Omaha, located in the Northeast $\frac{1}{4}$ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 29, Dee's Addition to South Omaha, from RS-84 to RG-20.

F. EXISTING ZONING AND LAND USE:

RS-84/Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately .46 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RS-84
- 2. **East:** Single-Family Residential, RS-84
- 3. **South:** Light Industrial, ML
- 4. **West:** Single-Family Residential, BGH

C. REVELANT CASE HISTORY:

The Planning Commission recommended Approval of a request to rezone Lot 29, Dee's Addition to South Omaha, located in the Northeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84 to RG-20 for the purpose of multi-family residential development.

D. APPLICABLE REGULATIONS:

- 1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

- 1. There is no MAPA traffic data information available for this area.
- 2. This property will have access from a private drive off Edwards Street. Access from Fort Crook Road will be prohibited.

D. UTILITIES:

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

ANALYSIS:

1. Carolyn Pospisil, on behalf of the Housing Foundation for Sarpy County, has submitted a request for a change of zone for Lot 29, Dee's Addition to South Omaha, for the purpose of multi-family residential development.
2. The applicant is requesting a change of zone from RS-84 to RG-20. Presently the lot is zoned for single-family residential.

The intent of the RG-20 district is to permit moderately high-density development and uses that are typical and compatible in the operation of apartment homes.

Based on the square footage of the lot (as provided in Sarpy County Assessor data), a maximum of four units could be built on this property in the RG-20 zoning designation. Per Section 5.14.05, Height and Lot Requirements, the first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 5,000 square feet of lot area per unit; after which the minimum lot area may be 2,000 square feet.

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

Public Works Engineering Manager John Krager stated no access will be allowed onto Fort Crook Road. He also indicated the developer must make provisions for required off-street parking, must apply for a sidewalk waiver for Edwards Street and Fort Crook Road, and must obtain a right-of-way permit for all utility connections within the public right of way.

The applicant is aware of these comments. These are items which would be addressed as part of the building permit process.

4. This property is located within the Fort Crook Road corridor development area. The applicant believes this project would help fill the need for higher density residential along the Fort Crook Road corridor.
5. The vision of the approved Fort Crook Road 2040 Plan includes higher density residential uses along the corridor. This request aligns with that vision.
6. This property is designated for medium-density residential use in the Future Land Use Map of the Comprehensive Plan.

Staff believes this request is appropriate based upon the approved Fort Crook Road 2040 Plan. A Comprehensive Plan update is currently underway, which will include the principles of the Fort Crook Road 2040 Plan.

7. This property is adjacent to commercial, light industrial, and single-family residential zonings. Staff believes the proposed RG-20 zoning would provide an appropriate buffer between the Fort Crook Road corridor and the existing single-family residential neighborhood to the east, as well as the existing light industrial property to the south.

E. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

VI. ATTACHMENTS TO REPORT

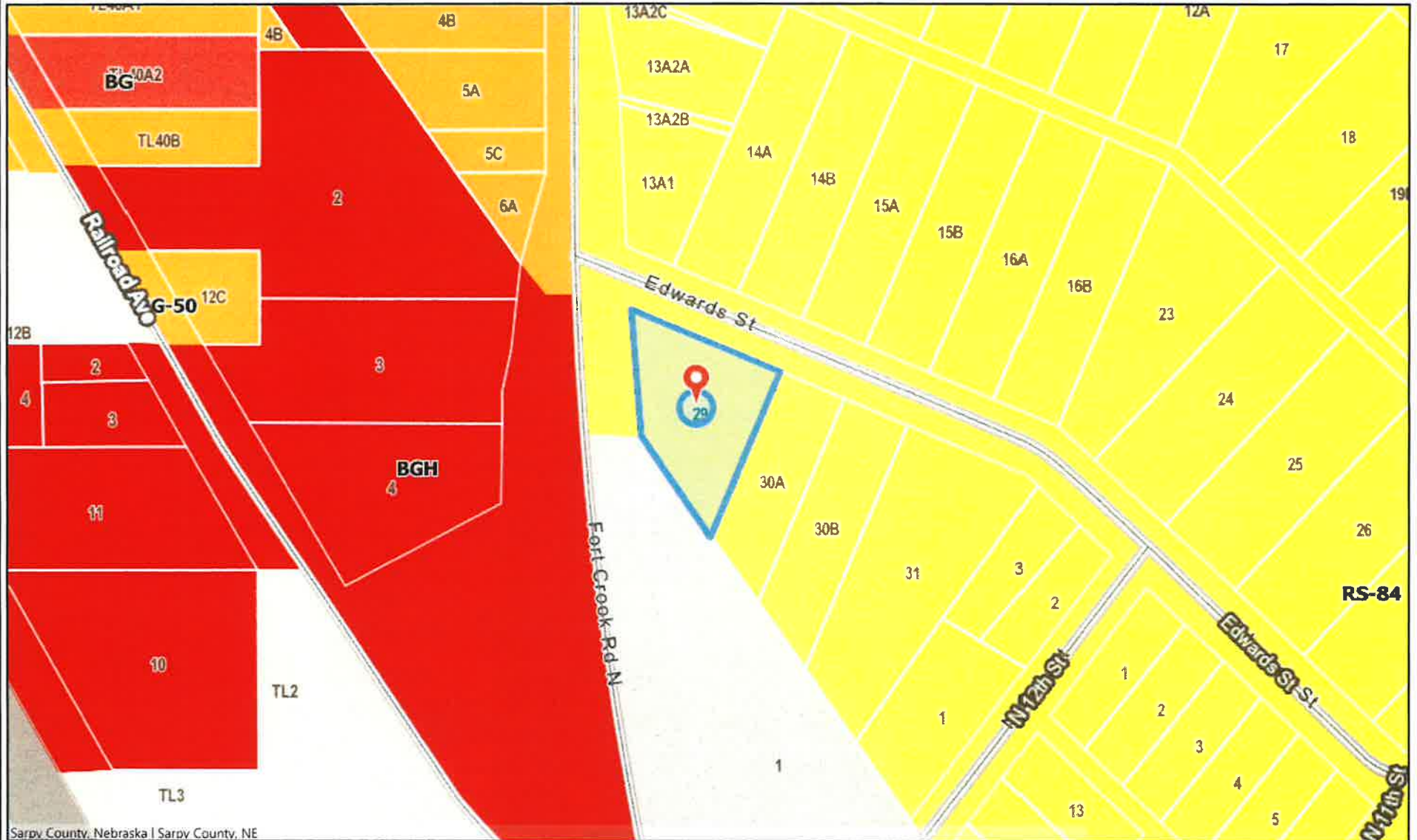
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Zoning Justification Letter dated May 22, 2024

VII. COPIES OF REPORT TO:

1. Housing Foundation for Sarpy County (Carolyn Pospisil)
2. Esmeralda Elder
3. Public Upon Request


Assistant Planning Manager


Planning Director Date of Report



Sarpy County, Nebraska | Sarpy County, NE



Map Scale 1: 2257

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Notes





Sarpy County, Nebraska



Map Scale 1: 1128

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Notes



**Rezoning Application
Justification Statement**

RECEIVED
MAY 22 2024
PLANNING DEPT.

**2713 Edwards Street, Bellevue, NE 68005
LOT 29 DEE'S ADDITION TO SOUTH OMAHA**

5/21/24

Request

The Housing Foundation for Sarpy County is requesting to rezone the subject property from RS-84 (Single Family Residence - 8,400 sq ft) to RG-20 (General Residential) to allow the development of a multi-family residential project.

Site Characteristics & History

The property is 0.4642 acres in size, and is currently owned by Esmeralda Elder. The property is currently under contract to be purchased by the Housing Foundation for Sarpy County. Currently, the property is vacant.

This project is proposing to rezone the property to RG-20 to allow for the development of a multi-family residential project.

Surrounding Uses

North: Single Family Residences
Zoned: RS-84

South: Commercial
Zoned: ML

East: Single Family Residences
Zoned: RS-84

West: Fort Crook Rd N / Single Family Residence
Zoned: BGH

Justification of Request

The Comprehensive Plan states its objectives are to encourage and promote quality development and utilize existing infrastructure and City services. We believe this project meets these objectives.

While the property is zoned RS-84, we believe it would be better suited to be zoned RG-20, in order to develop a multi-family building that can house multiple residents. This project will encourage greater housing diversity and styles within the neighborhood, giving residents more options when finding a home in Bellevue. The Comprehensive Plan suggests a need for

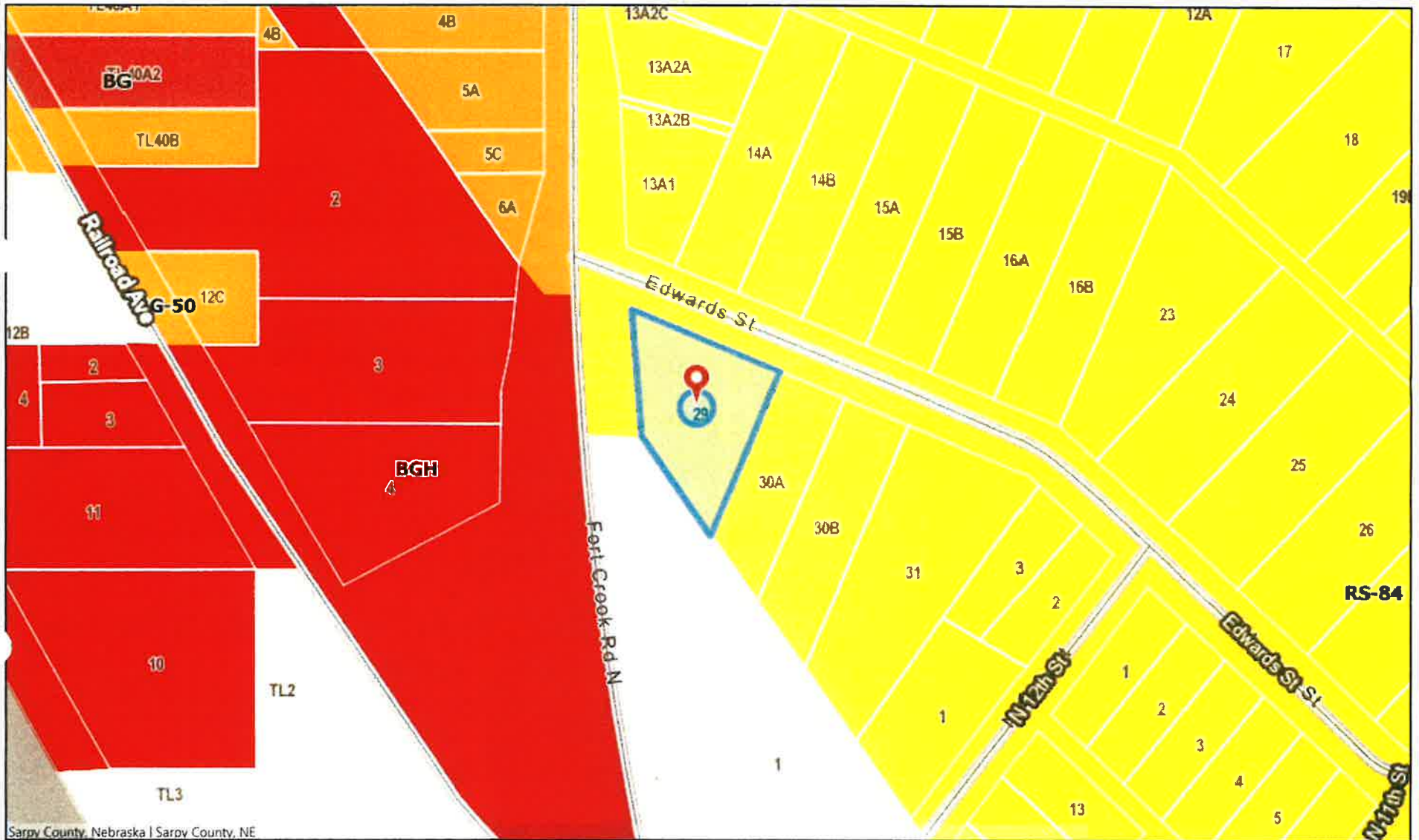
medium-density residential dwellings throughout Bellevue, and this project would help fill that need along the Fort Crook corridor.

Some of the existing infrastructure and City services the project will benefit from are as follows:

- Located in Forest Station Elementary, Marrs Middle, and South Magnet High School districts.
- Located on Metro Route 95 Bellevue Express, which includes an existing stop located at Marathon Ventures Inc. at Southroads Mall.
- Located 2.3 miles from Metropolitan Community College. Located 3.2 miles from Bellevue University.
- Restaurants within 2.1 miles include Comida Mexicana Antarctica, Roma Italian Restaurant, John's Grecian Delight, Romeo's Mexican Food & Pizza, Golden Bowl Chinese Restaurant, and The Special Restaurant.
- The proposed use is compatible with the Fort Crook 2040 Plan, which aims to create a functional and attractive corridor punctuated by mixed-use, pedestrian oriented development.

Based upon the above information, the Housing Foundation for Sarpy County respectfully requests approval of this Rezoning.

Carolyn Pospisil
Housing Foundation for Sarpy County
(319) 270-1540
carolyn@sarpyhousing.org

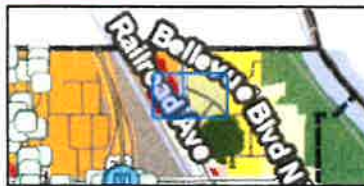


Sarpy County, Nebraska | Sarpy County, NE



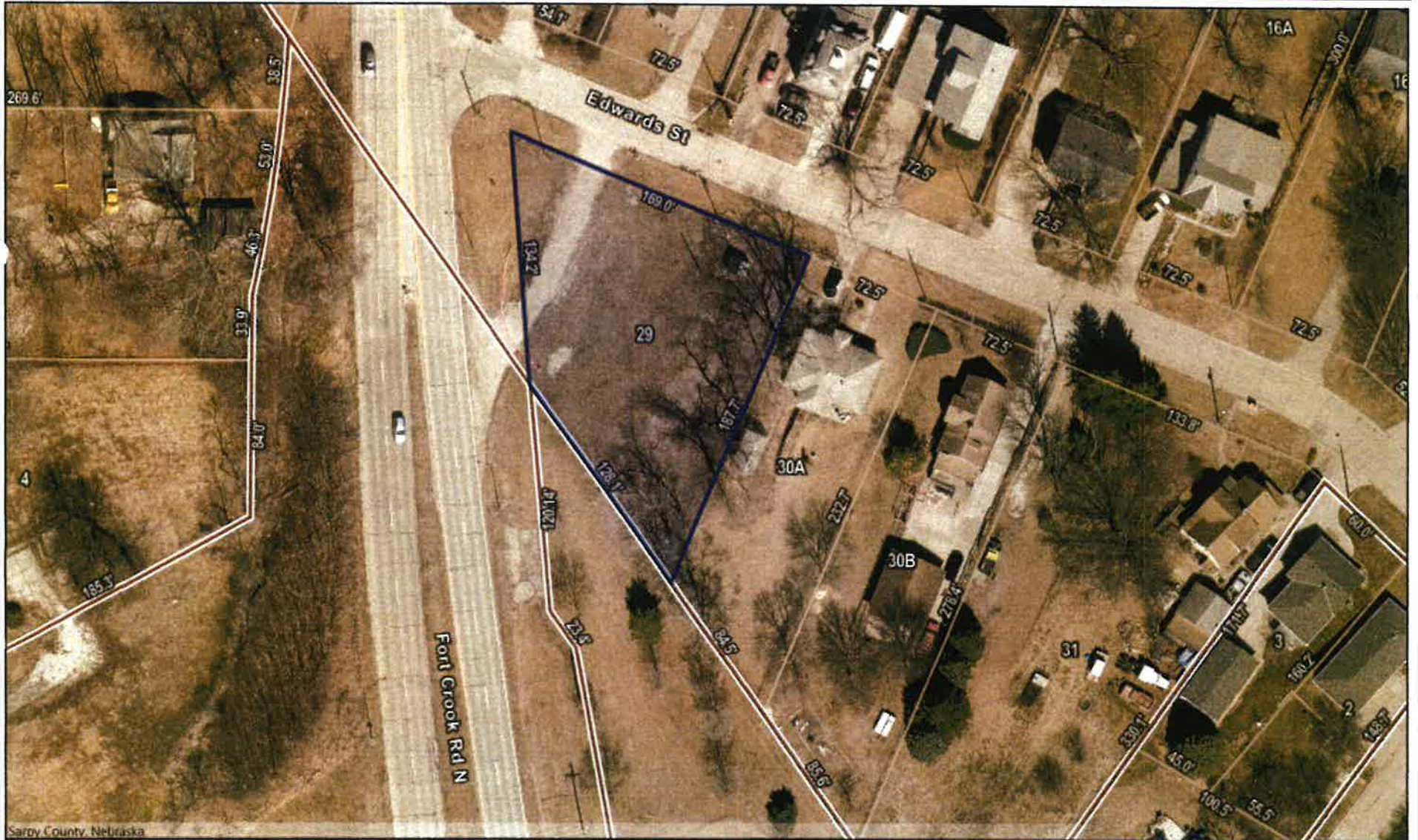
Map Scale 1: 2257

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Notes





Sarpy County, Nebraska



Map Scale 1: 1128

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Notes



Rezoning Application Justification Statement

RECEIVED
MAY 22 2024
PLANNING DEPT.

2713 Edwards Street, Bellevue, NE 68005
LOT 29 DEE'S ADDITION TO SOUTH OMAHA

5/21/24

Request

The Housing Foundation for Sarpy County is requesting to rezone the subject property from RS-84 (Single Family Residence - 8,400 sq ft) to RG-20 (General Residential) to allow the development of a multi-family residential project.

Site Characteristics & History

The property is 0.4642 acres in size, and is currently owned by Esmeralda Elder. The property is currently under contract to be purchased by the Housing Foundation for Sarpy County. Currently, the property is vacant.

This project is proposing to rezone the property to RG-20 to allow for the development of a multi-family residential project.

Surrounding Uses

North: Single Family Residences

Zoned: RS-84

South: Commercial

Zoned: ML

East: Single Family Residences

Zoned: RS-84

West: Fort Crook Rd N / Single Family Residence

Zoned: BGH

Justification of Request

The Comprehensive Plan states its objectives are to encourage and promote quality development and utilize existing infrastructure and City services. We believe this project meets these objectives.

While the property is zoned RS-84, we believe it would be better suited to be zoned RG-20, in order to develop a multi-family building that can house multiple residents. This project will encourage greater housing diversity and styles within the neighborhood, giving residents more options when finding a home in Bellevue. The Comprehensive Plan suggests a need for

medium-density residential dwellings throughout Bellevue, and this project would help fill that need along the Fort Crook corridor.

Some of the existing infrastructure and City services the project will benefit from are as follows:

- Located in Forest Station Elementary, Marrs Middle, and South Magnet High School districts.
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- The proposed use is compatible with the Fort Crook 2040 Plan, which aims to create a functional and attractive corridor punctuated by mixed-use, pedestrian oriented development.

Based upon the above information, the Housing Foundation for Sarpy County respectfully requests approval of this Rezoning.

Carolyn Pospisil
Housing Foundation for Sarpy County
(319) 270-1540
carolyn@sarpyhousing.org

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Housing Foundation for Sarpy County

CASE #: Z-2404-04

CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to rezone Lot 29, Dee's Addition to South Omaha, located in the Northeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84 to RG-20 for the purpose of multi-family residential development.

On June 27, 2024, the City of Bellevue Planning Commission voted four yes, two no, three absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as a lack of perceived negative impact upon the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: June 27, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBERS: Z-2404-04

REPORT #1: June 27, 2024

REPORT #2: August 6, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Housing Foundation for Sarpy County
Attn: Carolyn Pospisil
8214 Armstrong Circle
Bellevue, NE 68005

B. PROPERTY OWNERS:

Esmeralda Elder
5303 N 6th Street
Omaha, NE 68110

C. GENERAL LOCATION:

2713 Edwards Street

D. LEGAL DESCRIPTION:

Lot 29, Dee's Addition to South Omaha, located in the Northeast $\frac{1}{4}$ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 29, Dee's Addition to South Omaha, from RS-84 to RG-20.

F. EXISTING ZONING AND LAND USE:

RS-84/Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately .46 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RS-84
- 2. **East:** Single-Family Residential, RS-84
- 3. **South:** Light Industrial, ML
- 4. **West:** Single-Family Residential, BGH

C. REVELANT CASE HISTORY:

The Planning Commission recommended Approval of a request to rezone Lot 29, Dee's Addition to South Omaha, located in the Northeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84 to RG-20 for the purpose of multi-family residential development.

D. APPLICABLE REGULATIONS:

- 1. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

- 1. There is no MAPA traffic data information available for this area.
- 2. This property will have access from a private drive off Edwards Street. Access from Fort Crook Road will be prohibited.

D. UTILITIES:

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

ANALYSIS:

1. Carolyn Pospisil, on behalf of the Housing Foundation for Sarpy County, has submitted a request for a change of zone for Lot 29, Dee's Addition to South Omaha, for the purpose of multi-family residential development.

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The intent of the RG-20 district is to permit moderately high-density development and uses that are typical and compatible in the operation of apartment homes.

Based on the square footage of the lot (as provided in Sarpy County Assessor data), a maximum of four units could be built on this property in the RG-20 zoning designation. Per Section 5.14.05, Height and Lot Requirements, the first four units of a multiple family dwelling, townhouse, or condominium shall have a minimum lot area of 5,000 square feet of lot area per unit; after which the minimum lot area may be 2,000 square feet.

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

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6. This property is designated for medium-density residential use in the Future Land Use Map of the Comprehensive Plan.

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E. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance, Fort Crook Road 2040 Plan, as well as lack of perceived negative impact upon the surrounding area.

VI. ATTACHMENTS TO REPORT

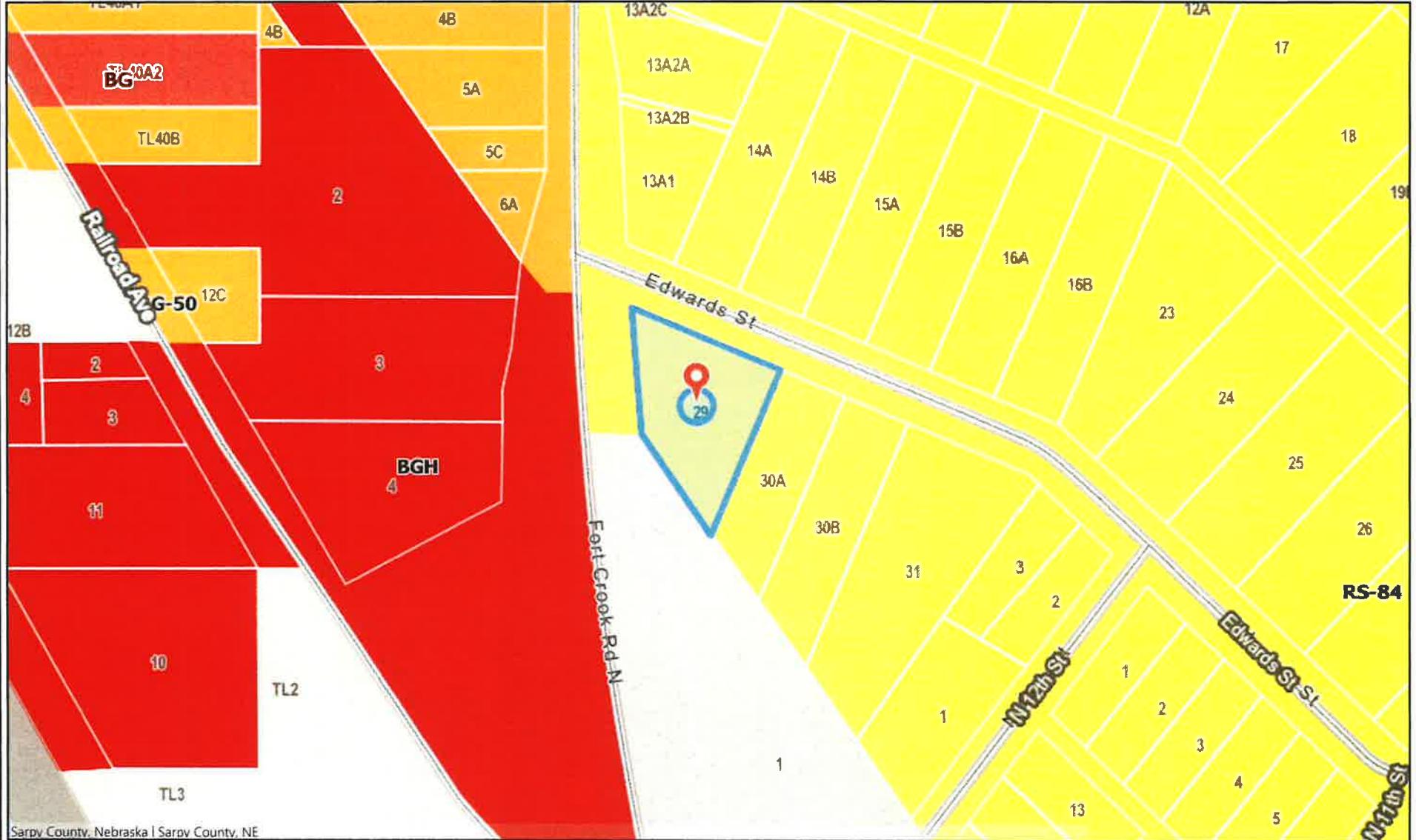
1. Vicinity map/Zoning Map
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VII. COPIES OF REPORT TO:

1. Housing Foundation for Sarpy County (Carolyn Pospisil)
2. Esmeralda Elder
3. Public Upon Request


Assistant Planning Manager


Planning Director Date of Report



Sarpy County, Nebraska | Sarpy County, NE



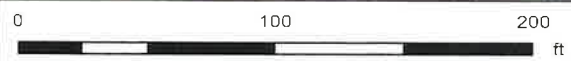
Map Scale 1: 2257

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Notes





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Notes



**Rezoning Application
Justification Statement**

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MAY 22 2024
PLANNING DEPT.

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Zoned: ML

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Based upon the above information, the Housing Foundation for Sarpy County respectfully requests approval of this Rezoning.

Carolyn Pospisil
Housing Foundation for Sarpy County
(319) 270-1540
carolyn@sarpyhousing.org

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4146 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 2713 EDWARDS STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 29, Dee’s Addition to South Omaha, located in the Northeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RS-84 (Single-Family Residential – 8,400 Square Foot Zone) to RG-20 (General Residential – 2,000 Square Foot Zone).

(Housing Foundation for Sarpy County)

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

Section 3. This ordinance shall take affect and be in force from and after its adoption and publication according to law.

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

14a.
7/16/2024

COUNCIL MEETING DATE: July 16, 2024		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request for site plan approval for Lot 1, Tregaron Towne Centre Replat Seven, for the purpose of a McDonald's Restaurant. Applicant: McDonald's USA, LLC. General Location: 2306 Towne Centre Drive.

SYNOPSIS/BACKGROUND:

Kortney Pedigo, on behalf of McDonald's USA, LLC is requesting site plan approval for Lot 1, Tregaron Towne Centre Replat Seven to allow for the construction of a McDonald's Restaurant. The site is approximately 1.40 acres in size. The proposed site plan shows a 4,584 square foot McDonald's Restaurant. The site layout shows a total of 73 standard parking stalls and three ADA stalls for a total of 76 stalls; this surpasses the minimum requirement of 13 parking stalls. The site plan lists 32 seats in the restaurant. Minimum stacking requirements for the proposed drive thru have been met as well. There will be no vehicular access to Capehart Road for this facility.

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 the site plan.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Tammi Palm

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: McDonald's USA, LLC

CASE #: Z-2405-05

CITY COUNCIL HEARING DATE: July 16, 2024

REQUEST: for site plan approval for Lot 1, Tregaron Towne Centre Replat Seven located in the Northwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, for the purpose of a McDonald's restaurant.

On June 27, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan.

VOTE:

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

Planning Commission Hearing (s) was held on: June 27, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2405-05

FOR HEARING OF:

REPORT #1: June 27, 2024

REPORT #2: July 16, 2024

I. GENERAL INFORMATION

A. APPLICANT:

McDonald's USA, LLC
Attn: Kortney Pedigo
110 North Carpenter Street
Chicago, IL 60607

B. PROPERTY OWNERS:

MCV1, LLC
Attn: Paul Vacanti
11205 John Galt Boulevard
Omaha, NE 68137

C. GENERAL LOCATION:

2306 Towne Centre Drive

D. LEGAL DESCRIPTION:

Lot 1, Tregaron Towne Centre, Replat Seven, located in the Northwest ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Site Plan approval for Lot 1, Tregaron Towne Centre Replat Seven.

F. EXISTING ZONING AND LAND USE:

BG-PCO, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain site plan approval to allow for the construction of a McDonald's restaurant.

H. SIZE OF SITE:

The site is approximately 1.4 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Willow Lakes Golf Course (Offutt Air Force Base Property/across Capehart Road)
- 2. **East:** Commercial/Strip Retail, BG-PCO
- 3. **South:** Commercial/Goodwill Industries, BG-PCO
- 4. **West:** Vacant/ BG-PCO

C. REVELANT CASE HISTORY:

1. In December 2002, MCV1, LLC submitted a request to rezone Lots 1 through 12, inclusive, Tregaron Towne Centre, being a replat of Lots 1 and 2, Whitted Creek, Tax Lots 9A1B, 9B, 9C, Lot 3, Tregaron Replat 1, Lot 257, Tregaron, Lot 1, Hardee's Addition, and part of the 25th Street and Capehart Road right-of-way, all located in the Norwest ¼ of Section 10, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from BNH, BG, BG-C, and BGH to BG-C; site plan approval for Lots 1 through 12, inclusive, Tregaron Towne Centre; and preliminary plat Lots 1 through 12, inclusive, Tregaron Towne Centre. The Planning Commission recommended approval of this request on January 23, 2003. City Council approved the aforementioned requests on March 10, 2003.

2. On June 27, 2024, the Planning Commission recommended Approval of a site plan for Lot 1, Tregaron Towne Centre Replat Seven, located in the Northwest ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of a McDonald's restaurant.

D. APPLICABLE REGULATIONS:

- 1. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
- 2. Section 5.25, Zoning Ordinance, regarding PCO uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2021 MAPA Traffic Flow Chart estimates 21,550 vehicles per day along Capehart Road, east of the intersection of Capehart Road and South 25th Street.
2. The proposed development will have access from Towne Centre Drive.

D. UTILITIES:

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

E. ANALYSIS:

1. Kortney Pedigo, on behalf of McDonald's USA, LLC, has submitted a request for site plan approval for Lot 1, Tregaron Towne Centre Replat Seven, for the purpose of a McDonald's restaurant. The site is zoned BG-PCO. Site plan approval is required in the -PCO zone.

The proposed site plan shows a one-story 4,584-square-foot McDonald's restaurant.

2. The site layout plan shows a total of 73 standard parking stalls and three ADA parking stalls for a total of 76 stalls. The site plan lists 32 seats in the restaurant. The ordinance requires one stall for every two and one-half (2.5) seats for a minimum requirement of 13 parking stalls.

Minimum stacking requirements for the drive thru have been met as well.

3. 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 GIS, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and stated if the requested department did not have comments pertaining to the application, no response was needed.

John Krager, Public Works Engineer, had technical comments pertaining to the site plan. The applicant's engineer has addressed Mr. Krager's concerns. No other comments were received on this case.

4. The applicant has submitted a landscape plan as part of the site plan materials. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

5. The applicant has applied for an administrative small subdivision plat which is currently under review. This plat combines the two existing lots into one lot. A building permit will not be issued prior to approval of the administrative small subdivision plat.

6. Although there will be no vehicular access to Capehart Road for this property, a sidewalk connection is being shown on the site plan.

7. Upon submittal of a building permit, the applicant will be required to meet the regulations of Section 8.11, Zoning Ordinance, for design standards for the restaurant.

8. A fast-food restaurant is a permitted use in the BG (General Business) zoning district and allowed for this property.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and the Comprehensive Plan.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Site plan received June 20, 2024
4. Stacking exhibit received June 20, 2024
5. Landscape plan received June 20, 2024

VII. COPIES OF REPORT TO:

1. McDonald's USA, LLC (Kortney Pedigo)
2. Bishop Engineering
3. MCV1, LLC (Paul Vacanti)


Assistant Planning Manager


Planning Director

07/09/24
Date of Report

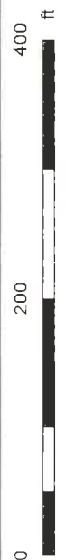


Map Scale 1: 2257

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Notes

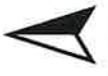




Map Scale 1: 2257

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Notes



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

**14b.
7/16/2024**

COUNCIL MEETING DATE: July 16, 2024		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to final plat Lots 1 through 113, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A, located in the Southeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; approval of the Mixed-Use Agreement, and approval of the Subdivision Agreement. Applicant: Cornhusker Creek, LLC. Development. General Location: S. 36th Street and Cornhusker Rd.

SYNOPSIS/BACKGROUND:

Tim Tran, on behalf of Cornhusker Creek, LLC., has submitted a request to final plat Lots 1 through 114, and Outlots A through E, Cornhusker Creek for the purpose of residential and commercial development. The final plat is in conformance with the approved preliminary plat. In conjunction with the final plat, the applicant is also requesting approval of the Subdivision Agreement and the Mixed-Use Agreement.

FISCAL IMPACT: BUDGETED FUNDS: GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Cornhusker Creek Mixed-Use Agreement
4. Cornhusker Creek Subdivision Agreement	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

(Handwritten signatures)

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Cornhusker Creek, LLC

CASE #: S-2404-06

CITY COUNCIL HEARING DATE: August 6, 2024

REQUEST: to final plat Lots 1 through 113, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A, located in the Southeast $\frac{1}{4}$ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and approval of the Subdivision and Mixed-Use Agreements.

On June 27, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

APPROVAL based upon conformance with the preliminary plat.

VOTE:

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

Planning Commission Hearing (s) was held on: June 27, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2404-06

FOR HEARING OF:

REPORT #1: June 27, 2024

REPORT #2: July 16, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Cornhusker Creek, LLC
Attn: Tim Tran
1310 Lambart Drive
Papillion, NE 68046

B. PROPERTY OWNER:

Cornhusker Creek, LLC
Attn: Tim Tran
1310 Lambart Drive
Papillion, NE 68046

C. GENERAL LOCATION:

South 36th Street and Cornhusker Road

D. LEGAL DESCRIPTION:

Lots 1 through 114, and Outlots A through E, Cornhusker Creek, located in the Southeast $\frac{1}{4}$ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Final plat Lots 1 through 114, and Outlots A through E, Cornhusker Creek.

F. EXISTING ZONING AND LAND USE:

RS-72, Vacant/Agricultural

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a final plat approval for the purpose of residential and commercial development.

H. SIZE OF SITE:

The site is approximately 59 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant and covered in vegetation. It has most recently been used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** OPPD Substation/Dist. #3 Fire Station, RS-72
- 2. **East:** Single-Family Residential, RS-72 (across S. 36th Street)
- 3. **South:** Commercial/Vacant, BG and AG (across Cornhusker Rd)
- 4. **West:** Vacant, AG

C. REVELANT CASE HISTORY:

- 1. On January 25, 2024, the Planning Commission recommended approval of a request to rezone Lots 1 through 116, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A1, from RS-72 to RD-60-PS, RG-50-PS, RG-20-PS, MU, and BG and preliminary plat Lots 1 through 116, and Outlots A through E, Cornhusker Creek. City Council approved the aforementioned request on April 2, 2024.
- 2. On June 27, 2024, the Planning Commission recommended approval of a request to final plat Lots 1 through 114, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A, located in the Southeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska and approval of the Mixed-Use Agreement.

D. APPLICABLE REGULATIONS:

- 1. Chapter 4, Subdivision Regulations, regarding Final Plats.
- 2. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as commercial along Cornhusker Road, with medium-density residential for the remainder of the property.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2020 MAPA traffic data indicates 18,219 vehicles per day along Cornhusker Road near the intersection of South 36th Street. The data indicates 6,632 vehicles per day along South 36th Street near the intersection of Cornhusker Road.
2. Access is proposed from three newly created points: Barbara Circle and Tamarac Drive off South 36th Street, and South 38th Street off Cornhusker Road.

D. UTILITIES:

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

E. ANALYSIS:

1. Tim Tran, on behalf of Cornhusker Creek, LLC, has submitted a request to final plat Lots 1 through 114, and Outlots A through E, Cornhusker Creek.
2. RD-60-PS, RG-20-PS, RG-50-PS, MU, and BG were requested for the zoning and will take effect upon filing of the final plat.
3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Metropolitan Utilities District, Cox Cable, Black Hills Energy, CenturyLink, Sarpy County GIS/911, OPPD, MAPA, Papio-Missouri River NRD, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Bellevue Public Works Engineer Matt Knight, and Sarpy County Surveyor Mike Sharp, requested minor technical revisions to the plat. All comments have since been satisfied by the applicant's engineer.
4. The final plat is in general conformance with the approved preliminary plat.

5. The developer owes \$34,491 in park development fees, which must be paid before the filing of the final plat.
6. The Mixed-Use Agreement has been reviewed by the City Attorney and is attached to this report.
7. The Subdivision Agreement has been reviewed by the City Attorney.
8. The final plat is in general conformance with the approved preliminary plat.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the preliminary plat.

VI. ATTACHMENTS TO REPORT

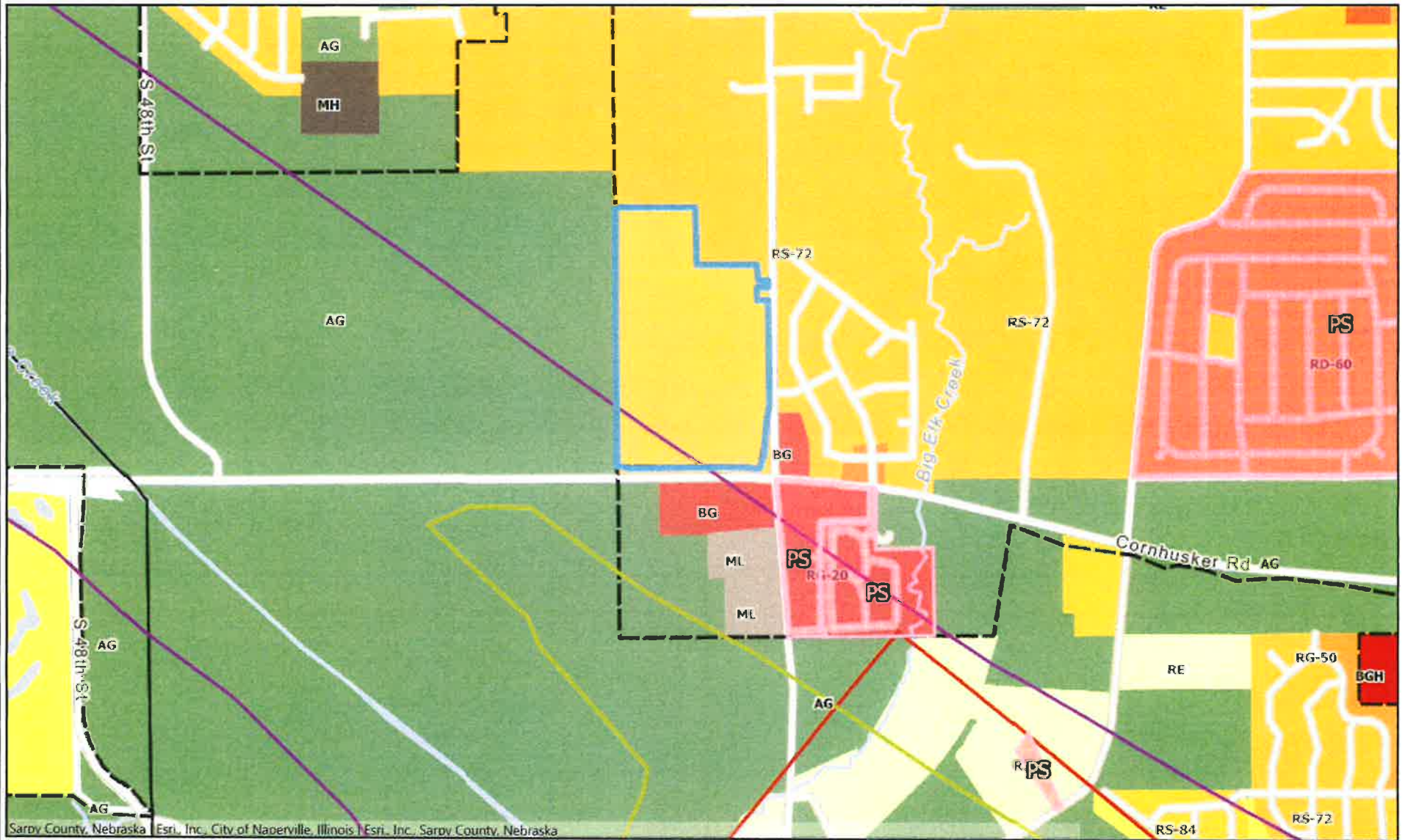
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Final plat received May 15, 2024
4. Mixed-Use Agreement received May 1, 2024
5. Subdivision Agreement received July 5, 2024

VII. COPIES OF REPORT TO:

1. Cornhusker Creek, LLC
2. Thompson, Dressen, & Dorner, Inc
3. Croker Huck Law Firm
4. Public Upon Request


Assistant Planning Manager


Planning Director Date of Report

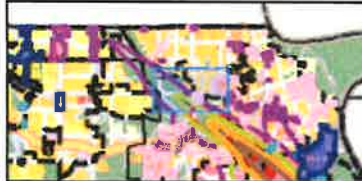


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 18056

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Notes





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



Map Scale 1: 7962

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Notes



RECEIVED

MAY 01 2024

MIXED-USE DEVELOPMENT AGREEMENT

PLANNING DEPT.

This MIXED USE DEVELOPMENT AGREEMENT (hereinafter Agreement) made pursuant to Section 5 19 of the Zoning Ordinance of the City of Bellevue, made and entered into this _____ day of _____ 2024, by and between THE CITY OF BELLEVUE, NEBRASKA, a Municipal Corporation (hereinafter "City") and CORNHUSKER CREEK, L.L.C. (hereinafter "Developer").

WITNESSED:

WHEREAS, Developer is the legal owner of the real estate described on the attached Exhibit "A" as Lots 113 and Outlot B, Cornhusker Creek (hereinafter "the Property"), which is incorporated herein by this reference and desires to establish and develop such Property according to the provisions of Section 5.19 of the City Zoning Ordinance for the development of a mixed use project; and

WHEREAS, City, in the interest of maintaining the public health, safety and welfare, desires to assure that such project is developed substantially in accordance with the provisions of Section 5 19, and therefore considers this Agreement to be in the best interests of the City; and

WHEREAS, Developer is willing to commit itself to the development of a project substantially in accordance with this Agreement and desires to have a reasonable amount of flexibility to carry out the development and therefore considers this Agreement to be in its best interests; and

WHEREAS, the City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

I. **Definitions.** For the purposes of this Agreement, the definitions in Article 2 of the City of Bellevue Zoning Ordinance, shall apply. In addition, the following words and phrases shall have the following meanings:

A. "Site improvement" shall mean any building, parking, landscaping, signage, fencing or other regulated structure.

II. **Development.** Except as otherwise permitted in this Agreement, the project shall be developed in accordance with the City of Bellevue Zoning and Subdivision regulations, the terms and conditions of this Agreement and the Development Plan ("Plan") a/k/a site plan which is attached hereto as Exhibit "B" and by this reference incorporated herein.

III. **Permitted Uses.** Except as otherwise allowed by this Agreement, the Property shall be developed in accordance with the applicable permitted uses set forth in the provisions of Section 5 19 of the City of Bellevue Zoning Ordinance.

IV. **Site Development Regulations/Bulk of Building/Spacing**

A. It is intended that the Plan is a general schematic of the development indicating the manner in which the Developer intends to meet the requirements of this Agreement. The parties recognize that from time to time, for good and sufficient reasons, it may be necessary for the Developer to alter the location, physical shape or exterior dimensions of any structure shown on the site plans within the boundaries of any platted lot. As long as the site development regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any structure shown on the Plan, within the boundaries of any platted lot.

B. Either the Developer or any successor owner or assigns of the Property, or any part thereof, may apply for an amendment to this Agreement pursuant to Section 5 19 05 of the City of Bellevue Zoning Ordinance.

C. All building sites shall comply with the Building and Material Criteria as set forth in Section 8.12 of

the City of Bellevue Zoning Ordinance and by this reference incorporated herein.

- D. Per Section 5.19.02, the Mixed Use District (Lots 113 and Outlot B, Cornhusker Creek) shall contain use types within at least two categories. Use categories shall be limited to residential, civic, office, and commercial uses. No single use category shall account for more than 80% of the building area or net developable land area of the MU District; and, notwithstanding anything herein to the contrary, the CITY finds the Plan's ratio of mixed use satisfactory to achieve the intent of the MU District and approves the ratio of mixed use as shown on the Plan. Net developable land area includes the land area of the Property excluding dedicated public streets, private streets, or other dedicated public land.

V. **Parking.** Parking for the Plan shall be in accordance with the Site Plan, Exhibit "B", attached hereto and made a part hereof. The parking shall meet or exceed the minimum requirements of the provisions of Section 8.02 and 8.03 of the City of Bellevue Zoning Ordinance. As long as the parking design standard regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any parking area shown on the site plan within the boundaries of any platted lot.

VI. **Landscaping.** Landscaping for the project shall be according to the Landscape Plan, Exhibit "C", attached hereto and made a part hereof, unless otherwise amended in accordance with Section 5.19.05, City of Bellevue Zoning Ordinance. The landscaping shall meet or exceed the minimum requirements of the provisions of Article 9 of the City of Bellevue Zoning Ordinance.

City acknowledges additional right-of-way may be required for the 36th Street widening project adjacent to the Property; therefore installation of the required 15' landscape yard along 36 Street shall not be required until such time as the City has acquired the necessary right-of-way.

VII. **Signage.** The Signage shall meet the minimum requirements of Article 7 of the City of Bellevue Zoning Ordinance, Sign Regulations. All signs will be installed subject to a sign permit from the City of Bellevue. Unless provided for in this Agreement, all other provisions and regulations governing signs in effect at the time of application for a sign permit shall apply.

VIII. **Access.** Access for the project shall be according to Exhibit "B" attached hereto and made a part hereof. Lot 113 shall have a full access drive entrance with Tamarac Drive located approximately 520 feet west of the centerline of 36th Street and shall be constructed during the mixed-use construction of the Cornhusker Creek project and shall serve as the only access until construction of a full access drive with 38th street located approximately 400 feet north of the centerline of Cornhusker Road.

IX. **Miscellaneous Provisions**

- A. The City Administrator of the City of Bellevue and/or his designee shall have the authority to administer this Agreement on behalf of the City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with this Agreement and with regard to those matters not fully determined at the date of this Agreement. The provisions of this Agreement shall run with the land in favor of and for the benefit of the City and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit "A".
- B. The City agrees that no plans submitted in accordance with this agreement and no site plan, plat, revised development plan or related documents shall be arbitrarily or unreasonably rejected or disapproved by the City Administrator or the City and will be acted upon as expeditiously as reasonably possible.
- C. The City agrees to issue each building permit as expeditiously as reasonably possible and to grant individual occupancy permits on building spaces as construction is completed, in accordance with local codes. No such occupancy permit shall be issued unless work on portions of such building has been advanced to a point that the individuals using the portions of the building for which the certificate of occupancy is to be issued will not be engaged by construction in progress, and the building is otherwise safe for those to be occupied.

- D. Nondiscrimination. Developer shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations, or national origin.
- E. Applicable Law. Parties to this contract shall conform with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.
- F. Interest to the City. No elected official or any officer or employee of the City of Bellevue shall have a financial interest, direct or indirect, in any City of Bellevue contract. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the contract voidable by the Mayor or Council.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

CITY OF BELLEVUE, NEBRASKA

Rusty Hike, Mayor

Attest:

City Clerk

CORNHUSKER CREEK, LLC,

By: _____
Tim Tran, Managing Member

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

The attached instrument was acknowledged before me this _____ day of _____, 2024 by Tim Tran, Managing Member of Cornhusker Creek, L.L.C.

Witness my hand and notarial seal at _____, Nebraska, in said County, the date aforesaid.

Notary Public

CORNHUSKER CREEK

MIXED USE DEVELOPMENT: LOT 115 AND OUTLOT B SARPY COUNTY, NEBRASKA



Thompson, Dressen & Dorner, Inc.
10836 Old Mill Rd
Omaha, NE 68154
P: 402.391.8860 www.td2co.com

Cornhusker Creek

Cornhusker Creek,
LLC

PROGRESS PRINT
NOT TO BE USED FOR
CONSTRUCTION



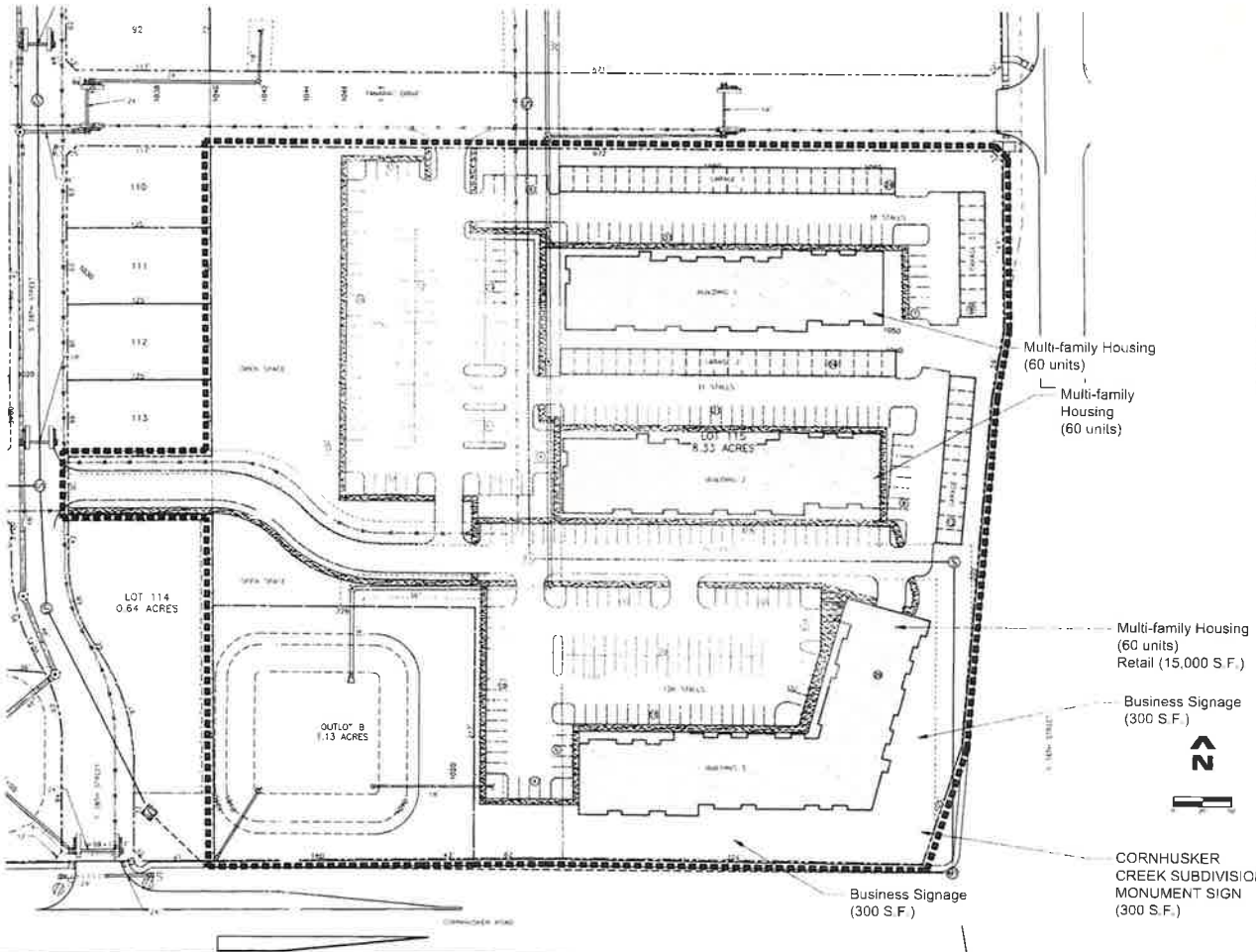
MU Development
Plan

Exhibit B

SITE STATISTICS							
LOT NUMBER	PROPOSED ZONING	LOT SIZE (AC. ±)	BUILDING COVERAGE (%)	BUILDING COVERAGE (%)	PAVEMENT AREA (±)	TOTAL IMPERVIOUS (±)	TOTAL IMPERVIOUS (%)
LOT 115	MU	8.55 AC. ±	35.00	35.00	15,000	15,000	35.00
OUTLOT B	MU	1.13 AC. ±	0.00	0.00	0	0	0.00

PARKING SUMMARY										
LOT 115 (APARTMENTS)										
BUILDING	TYPE	STALLS	STALLS	STALLS	TOTAL STALLS	STANDARD PARKING	OFF-STREET PARKING	ATTACHED GARAGES	DETACHED GARAGES	TOTAL PARKING
1	APARTMENT	24	24	24	72	72	0	0	0	72
2	APARTMENT	24	24	24	72	72	0	0	0	72
3	APARTMENT	24	24	24	72	72	0	0	0	72
TOTAL PARKING: 216										

LOT 115 (RETAIL)										
BUILDING	TYPE	STALLS	STALLS	STALLS	TOTAL STALLS	STANDARD PARKING	OFF-STREET PARKING	ATTACHED GARAGES	DETACHED GARAGES	TOTAL PARKING
1	RETAIL	15	15	15	45	45	0	0	0	45
TOTAL PARKING: 45										



VICINITY MAP

MIXED USE NOTES

LEGAL DESCRIPTION

SUBDIVIDER

ENGINEER

LEGEND

- Multi-family Housing (60 units)
- Multi-family Housing (60 units)
- Multi-family Housing (60 units)
Retail (15,000 S.F.)
- Business Signage (300 S.F.)
- CORNHUSKER CREEK SUBDIVISION MONUMENT SIGN (300 S.F.)
- Business Signage (300 S.F.)



RECEIVED
JUL 05 2024
PLANNING DEPT.

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT ("Agreement") is made this 16th day of July, 2024 ("Effective Date"), by and among CORNHUSKER CREEK, LLC, a Nebraska limited liability company ("DEVELOPER"), SANITARY AND IMPROVEMENT DISTRICT NO. 379 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision ("DISTRICT"), and THE CITY OF BELLEVUE, a municipal corporation of the first class ("CITY").

WITNESSETH:

WHEREAS, DEVELOPER is the contract purchaser or owner of the real property situated within the Development Area (as defined in Section 1); and

WHEREAS, DISTRICT and DEVELOPER desire to construct, install and locate certain improvements within the Development Area; and

WHEREAS, the Development Area is outside the incorporated limits of the CITY but within the CITY's zoning jurisdiction; and

WHEREAS the Development Area will be developed in one (1) phase.

NOW, THEREFORE, in consideration of the premises, the PARTIES agree as follows:

SECTION 1 DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) "Benefitted Property" shall mean any parcel or lot within the Development Area which, as of the Effective Date, may actually be used as a buildable lot.

(b) "Cost" shall mean all construction costs, engineering fees, design fees, attorneys' fees, testing expenses, publication costs, financing costs (which shall include all warrant fees and bond fees, and interest on warrants to date of levy of special assessments), the administrative costs incurred by DISTRICT by application of Section 5(c) and all other related or miscellaneous costs or expenses directly incurred by DEVELOPER or DISTRICT in connection with Public Improvements.

(c) "Dedicated Street(s)" shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit B.

(d) "Development Area" shall mean the real property situated within the area identified or depicted on Exhibit A.

(e) "General Obligation" shall mean any indebtedness for Public Improvements which is not required by law or this Agreement to be specially assessed against Benefited Property.

(f) "Party" shall mean CITY, DEVELOPER or DISTRICT, individually, and "Parties" shall mean the CITY, DEVELOPER and DISTRICT, collectively.

(h) "Plat" shall mean the Final Plat of Cornhusker Creek, Lots 1 thru 116, inclusive, and Outlots A through E, approved by the City Council for the CITY on July 16, 2024, subject to any conditions expressly provided for at such time or in this Agreement.

(i) "Public Improvements" shall mean:

(i) All Dedicated Streets (including that portion of any "T" intersection abutting any buildable lot or parcel and Street Intersections) identified on Exhibit B.

(ii) All concrete sidewalks to be constructed, modified or improved along any Dedicated Streets and lying within the boundaries of any Dedicated Street right-of-way.

(iii) All Dedicated Street signage required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices" but only if first approved in writing by the CITY's Public Works Department and only if located at a Street Intersection.

(iv) All "Wastewater Sewers" constructed within the Development Area as identified in the sanitary sewer layout (Exhibit B) prepared by Thompson, Dreessen & Dorner, Inc. ("Engineer"). Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, lift stations and related appurtenances.

(v) All "Storm Sewers" to be constructed in the Development Area identified on the storm sewer plan (Exhibit C) prepared by the Engineer, including all necessary storm sewers, inlets, manholes, lines, pipes and related appurtenances.

(vi) The "Water Distribution System" to be constructed and installed by Metropolitan Utilities District within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY (Exhibit E).

(vii) The "Gas Distribution System" to be constructed and installed by Metropolitan Utilities District within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(viii) The "Lighting System" for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental or other lighting not conforming to CITY standards but which has been specifically approved by the CITY.

(ix) The “Electrical Power Service” to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.

(j) “Sewer System” shall mean, collectively, all sewer systems within the DISTRICT and the Development Area, and shall also include all existing wastewater systems, Wastewater Sewers, existing storm sewer systems, the Storm Sewers and existing sanitary sewer systems located within the DISTRICT or the Development Area.

(k) “Street Improvements” shall mean those Public Improvements described in Sections 1(i)(i), (ii), (iii), and (viii) other than the Street Intersections.

(l) “Street Intersections” shall mean those portions of the Dedicated Streets (other than that portion of any “T” intersection abutting any buildable lot or parcel) designated as intersections on Exhibit B.

(m) “Weeds” shall include, but not be limited to, bindweed (*Convolvus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centuarea pieris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus*) (toun), hemp plant (*Cannabis sativa*), and ragweed (*Ambrosiaceae*).

(n) “Urban Design Standards” shall mean public concrete streets of various width and thicknesses including curbs, guttering, and related storm sewer systems, meeting the design, surface and other specifications of CITY, the plans for which shall be first approved by CITY in accordance with Section 2(b)(i).

SECTION 2 AUTHORITY AND DOCUMENTATION

(a) The DISTRICT and the DEVELOPER shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(b) Subject to the remaining terms and conditions of this Agreement, CITY hereby approves construction and installation of the Public Improvements substantially in accordance with the Plat; provided, however, that at least thirty (30) days before commencing any work in connection with the Public Improvements, the DISTRICT and DEVELOPER shall first:

(i) Deliver to the appropriate department(s) of the CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into in connection with the Public Improvements, and all plans for the manner and means of any additional connections required by or for the Wastewater Sewers or Storm Sewers. The specifications and technical terms of all such agreements and plans shall be subject to review and approval of CITY. All agreements and plans shall require the timely and orderly engineering, design, procurement, construction, installation and

testing of Public Improvements and that all work therefore shall be performed in a good and workmanlike manner, using quality materials, in accordance with industry standards, in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or over the Public Improvements and as otherwise may be reasonably required by the CITY. All such agreements shall require the contractor to procure and maintain throughout the term of any such agreement, policies of insurance as follows: (1) workers' compensation insurance and employer's liability insurance in the statutory amount; (2) commercial general liability insurance covering bodily injury, including death, and property damage coverage; (3) broad form contractual liability coverage for all obligations and liabilities undertaken by the agreement and product and completed operations; (4) comprehensive automobile liability and coverage providing bodily injury and property damage coverage covering all motor vehicles including hired and non-owned autos as well as mobile equipment to the extent that may be excluded from the general liability insurance. All such insurance shall have a combined single limit of at least \$1,000,000 per person, and an aggregate limit of at least \$2,000,000 per occurrence; umbrella liability coverage for all of the above with policy limits of \$2,000,000. The CITY and DISTRICT shall be named additional insured for purposes of all policies. Certificates of insurance shall be presented to the CITY upon request. No policy of insurance shall be cancelable, except upon thirty (30) days' notice to CITY and DISTRICT. All insurance shall be procured from and maintained by a reputable and financially responsible insurance company authorized to transact business in the State of Nebraska. The CITY shall endeavor to review and approve or require modification to any such agreement within fifteen (15) days after delivery; provided, however, that unless the CITY notifies the DISTRICT of its objection to any such agreement at least seven (7) days prior to the date scheduled for commencement of such work, the CITY shall be deemed to have approved such agreement.

(ii) Deliver to the Finance Director of the CITY duly executed copies of any written agreement(s) between the DISTRICT and its municipal financial advisor for the placement of the warrants or bonds of the DISTRICT used for the payment of the Costs of the Public Improvements.

(iii) Deliver to the Public Works Director of the CITY duly executed copies of an agreement between the DISTRICT and the CITY for wastewater treatment for any wastewater or sewage flowing out of the Development Area.

(iv) Deliver to the Public Works Director of the CITY copies of all performance, labor and material payment or other bonds required by law or the Public Works Director.

(c) At least thirty (30) days prior to any meeting of the Board of Trustees for the DISTRICT when the Board will consider the levy of special assessments in connection with Public Improvements, the DISTRICT and DEVELOPER shall deliver to the CITY:

(i) A full and detailed statement of the Cost of each Public Improvement, which statement or statements shall separately identify and itemize:

1. The amount and date paid to each contractor, together with releases, lien waivers and other documentation necessary to show that all obligations of the DISTRICT in connection with the Public Improvements have been discharged; and
2. All other direct or indirect Costs of the DISTRICT or any other person which have been or will be expended or otherwise incurred in connection with the Public Improvement including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, and financing costs including, but not limited to, interest on all warrants to date of levy of special assessments.
 - (ii) A detailed schedule of each proposed special assessment together with the amount of any General Obligation incurred or to be paid by the DISTRICT for the Public Improvement;
 - (iii) A plat of all real property to be assessed; and
 - (iv) Information as may be necessary to evidence that the Public Improvement has been completed in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or the Public Improvements and as otherwise has been required by the CITY together with any other information reasonably requested by the CITY.

(d) The DISTRICT shall also provide the Finance Director of the CITY with at least thirty (30) days' prior written notice of any meeting whenever the issues of levying special assessments or equalizing or apportioning any debt in connection with the Public Improvements are being considered or discussed by any political or governmental body or agency of competent jurisdiction.

SECTION 3 COSTS OF PUBLIC IMPROVEMENTS

(a) The Costs of Public Improvements shall be paid for by the DISTRICT but shall be defrayed as required by law. All such Costs, other than General Obligations, shall be privately financed or specially assessed against Benefitted Property on an equitable basis.

(i) If not previously paid for, all special assessments for Public Improvements shall be assessed pursuant to applicable provisions of Nebraska Revised Statutes Chapter 31, as amended from time to time, and DISTRICT shall take all necessary actions to see that such assessments are paid in the manner and time required by Chapter 31.

(ii) The DEVELOPER and DISTRICT shall, upon request of the CITY, evidence to the CITY's satisfaction that any lot or parcel to be assessed is a buildable lot. If any lot, parcel, or other area within the Development Area is not a buildable lot for any reason whatsoever, (e.g. by reason of sufficient size, dimensions, easements or similar burdens or for any other reason), then such lot

or parcel shall not be considered to be Benefitted Property and no portion of the Cost of the Public Improvements shall be levied against such lot or parcel.

(b) The following Costs of Public Improvements shall constitute General Obligations to the extent permitted by law:

(i) The Cost of any extra width paving for any Dedicated Streets exceeding twenty-five feet (25').

(ii) The Cost of Street Intersections.

(iii) The Cost of the original street signs for Dedicated Streets, other than the Cost of any decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation.

(iv) The Cost of the Lighting System, other than the Cost of any decorative, ornamental or other Dedicated Street, Street Intersection or other lighting not conforming to CITY standards which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation. One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the District.

(v) The Cost of Storm Sewers.

(vi) The difference in Cost between piping eight inches (8") in diameter and the size actually required for piping for the Wastewater Sewers, if greater than eight inches (8") in diameter.

(vii) The Cost of any outfall line of the Wastewater Sewers which is designed to serve a drainage area beyond the Development Area, but only if actually constructed and installed outside of the Development Area.

(viii) Charges paid to connect the DISTRICT's Wastewater Sewer System (but not merely the Wastewater Sewers) to another sanitary and improvement district.

(ix) The Cost of the interior lift station with force main for the Wastewater Sewers which is designed to serve the entire DISTRICT.

The cost of the improvements to the exterior lift station and outfall sewer located on 36th Street north of Old 36th Street, installed at the time warranted per an Interlocal Agreement, shall be split 50/50 by the DISTRICT and CITY, provided however that upon the development of the real estate abutting the DISTRICT on the West, the CITY shall obtain reimbursement from the developer of such property and 10.4% of the total cost shall be reimbursed to the DISTRICT.

(x) The Cost of that portion of the Water Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area, including any pioneer main fees paid to MUD.

(xi) The Cost of that portion of the Gas Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area.

(xii) The Cost of the installation of Electrical Power Service equal to the estimated refundable charge from Omaha Public Power District (provided that the refund to the DISTRICT shall be credited to the Bond Construction Account of the DISTRICT).

(xiii) Payments for previous improvements to the permanent detention basin and stormwater management facilities.

(xiv) The Cost of construction of the improvements to 36th Street including lane widening, left turn lanes, deceleration lanes, pedestrian trails and/or sidewalks.

(xv) The cost of the installation of the traffic signalization at the intersection of S 38th Street and Cornhusker Road will be a general obligation of the DISTRICT.

The cost of the construction of the eastbound left-turn lane extension and westbound right-turn lane at 38th Street will be a general obligation of the DISTRICT.

The cost of the construction of the westbound left turn lane at 38th Street, if warranted, will be paid by the DISTRICT and reimbursed by the CITY.

(xvi) The cost of culverts or channel improvements necessary to improve the drainage characteristics of the Development Area and/or downstream areas.

(xvii) The cost of construction of permanent detention basin improvements and post construction stormwater management facilities.

(xviii) The City of Bellevue plan review fees.

(xix) Traffic calming devices including speed tables or speed bumps.

(xx) The cost of sediment removal from permanent detention basins during infrastructure construction.

(c) One hundred percent (100%) of the entire cost of all sidewalk and construction by the DISTRICT per the sidewalk plan (Exhibit B), including handicap ramps at the corners of intersections (not shown) may be a general obligation of the DISTRICT. All sidewalks constructed on other lots shall be privately installed and at the cost of the owner of said lots. In the event sidewalks on any of the other lots have not been constructed within six (6) years of the recording of the subdivision plat, the DISTRICT shall construct sidewalks and shall be paid by special assessment against the property benefitted.

(d) Notwithstanding any provisions in Subsection 3(a)(i) related to DEVELOPER's payment obligations in connection with special assessments, to the extent the Water Distribution System or Gas Distribution System is financed in accordance with MUD policies, the payment of special assessments for such Public Improvements shall be undertaken in accordance with such policies.

SECTION 4 REPRESENTATIONS

(a) DEVELOPER covenants and represents to the CITY as follows:

(i) DEVELOPER is, or will be at the time the final plat is recorded, the owner of record of the Development Area and has full right and authority to make decisions affecting the Development Area and to enter into this Agreement.

(ii) DEVELOPER is duly organized, validly existing and in good standing under the laws of the State of Nebraska and is currently authorized to do business in the State of Nebraska.

(iii) DEVELOPER has full power and authority to enter into, deliver and perform its obligations under this Agreement and each of the documents related thereto.

(iv) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, and delivery of, and its performance under, this Agreement and as such, this Agreement constitutes DEVELOPER's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.

(v) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DEVELOPER in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(vi) DEVELOPER shall take all steps reasonably necessary to cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(vii) DEVELOPER shall take all steps reasonably necessary to cause all of the Public Improvements to be substantially constructed and installed by the DISTRICT by approximately November 30, 2025. To the extent not provided by the DISTRICT, DEVELOPER shall provide CITY with quarterly progress reports during the development and allow CITY reasonable access to any relevant financial or other records pertaining to the Public Improvements.

(viii) INTENTIONALLY LEFT BLANK

(ix) INTENTIONALLY LEFT BLANK.

(x) DEVELOPER shall comply with (i) the terms of this Agreement and (ii) the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval of the CITY.

(xi) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used on, under or in the vicinity of the Development Area, except as permitted by this Agreement.

(xii) DEVELOPER shall not permit any discharge into the Wastewater/Sewage System to be constructed, installed or used on, under or in the vicinity of the Development Area, in violation of an applicable law, ordinance, statute, rule or regulation.

(xiii) DEVELOPER has not employed or retained any company or person, other than a bona fide employee of DEVELOPER to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee working for the DEVELOPER any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(xiv) All documents, contracts and instruments submitted to CITY now, or at any time in the future, or otherwise entered into by or on behalf of DEVELOPER shall in all material respects be fully authorized, and in all material respects shall be valid, binding and enforceable in accordance with their terms.

(xv) DISTRICT shall work with CITY to ensure that all necessary improvements to the exterior lift station and outfall sewer located on 36th Street north of Old 36th Street, are completed as and when warranted pursuant to an Interlocal Agreement. If said improvements are not completed on the timeline required by the Interlocal Agreement, DEVELOPER shall not request or be issued any further building permits for, nor construct any additional homes, apartments, and/or commercial buildings within the boundaries of the DISTRICT prior to the receipt of the written approvals of the final completions and final payments therefor.

(b) DISTRICT covenants and represents as follows:

(i) It is duly organized, is in good standing and is currently authorized to do business in the State of Nebraska; that this Agreement has been duly executed and constitutes its valid and binding obligation, enforceable in accordance with its terms.

(ii) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DISTRICT in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(iii) It shall abide and be bound by the terms of this Agreement and the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without written approval of the CITY.

(iv) The performance of DISTRICT contemplated by this Agreement is within its lawful power and authority and has been duly authorized under, pursuant to and in accordance with its constituent documents and the laws of the State of Nebraska. The DISTRICT shall not incur any General Obligation other than those expressly contemplated by this Agreement for, or in connection with, Public Improvements for any purpose without prior approval from the CITY which may be withheld in the absolute discretion of the CITY.

(v) It shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used in the Development Area.

(vi) It shall not permit any discharge into the Sewer System in violation of an applicable law, ordinance, statute, rule or regulation.

(vii) To maintain all Public Improvements in a good and functional state of repair.

(viii) DISTRICT shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DISTRICT (whether or not required by this Agreement) or any other person, including DISTRICT, in connection with the construction or operation of the Public Improvements.

(ix) Other than DISTRICT's Agreement with its municipal financial advisor or this Agreement, there are no agreements to which DISTRICT is a party or by which DISTRICT is bound concerning the construction or installation, or the repair, replacement or maintenance of any of the Public Improvements. DISTRICT shall not modify any such agreement identified in the preceding sentence nor otherwise undertake or assume any such obligation or liability therefor without the express prior written approval of the Bellevue City Council, which approval may be withheld in its absolute discretion.

(x) DISTRICT shall not issue any debt, bonds, warrants or enter into any other form of financing arrangement in furtherance of any other improvement lying, in whole or in part, outside the boundaries of the DISTRICT, without first obtaining an unqualified favorable opinion from competent bond counsel of DISTRICT's choice, including, among other appropriate matters, that such financing is within its lawful power and authority and has been duly authorized under, pursuant to, and in accordance with its constituent documents and the laws of the State of Nebraska. Such opinion shall be made to those parties deemed appropriate by DISTRICT and to the City of Bellevue, its elected officials and officers.

(c) DISTRICT and DEVELOPER acknowledge that the CITY makes no representation or warranty as to the validity or effect of any expenditure, bond or indebtedness contemplated to be incurred by DISTRICT or DEVELOPER in furtherance of this Agreement or otherwise to be incurred or actually incurred by DISTRICT in furtherance of the Public Improvements. The

DEVELOPER and DISTRICT do hereby waive and release the CITY from any right, remedy or recourse against it or its elected officials, officers and employees in connection with any provision of this Agreement; provided, however, that such waiver shall not be construed to preclude DISTRICT from enforcing CITY's performance obligations in this Agreement.

SECTION 5 OTHER OBLIGATIONS

(a) DEVELOPER shall undertake such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, or attributable or related to construction and installation of the Public Improvements. Such acts shall include seeding the Development Area disturbed by grading operations, construction of temporary terraces on slopes, temporary silting basins, swales and spillways, and other acts which may be necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way.

(b) Following the construction and installation of such Public Improvements, the DISTRICT shall pay for the Cost of (i) maintaining street signs, other than decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" (which shall be the sole obligation of the owner of the real estate and not the DISTRICT) and (ii) for monthly charges paid to Omaha Public Power District for the Lighting System for Dedicated Streets out of the operating fund of the DISTRICT, to the extent permitted by law.

(c) DISTRICT shall pay to the CITY \$77,100 (1% of the estimated public improvement costs) concurrent with the CITY's approval of the plans and specifications for the Public Improvements, as reimbursement for any costs incurred by the CITY for review of this Agreement and all actions undertaken by the CITY in connection with the adoption of this Agreement and the development contemplated thereby; provided, however, DISTRICT shall not be permitted by any provision of Section 3 to generally obligate, in the aggregate, an amount exceeding thirty percent (30%) of the fee paid pursuant to this Section 5(c).

(d) DEVELOPER shall comply with all applicable state statutes and CITY ordinances. DEVELOPER shall further adopt such regulations so as to require compliance by the owner, agent, occupant, or any person acquiring possession, charge or control of any lot or ground within the Development Area, or any part of any lot within the Development Area with the following:

(i) All state statutes and CITY ordinances, including Nebraska Revised Statute Section 16-230 and CITY ordinances enacted pursuant thereto.

(ii) That all such persons cut and clear any part of any buildable lot within the Development Area in its possession, charge or control of all weeds, grass and worthless vegetation which has reached a height of twelve inches (12") or more.

(iii) That such weeds, grass and worthless vegetation be cut as close to ground level as possible and be maintained so that at any time the same does not exceed twelve inches (12") or more above the ground.

(iv) That the cuttings be raked and removed from such premises.

(v) That if any such person fails to comply with these requirements, DEVELOPER shall cause such weeds, grass and worthless vegetation to be cut and assess the costs thereof upon the owner of the affected real estate.

(vi) The name and telephone number of the person designated by the DISTRICT or the DEVELOPER to be contacted in the event that such violation occurs, with such name and telephone number being kept current at all times.

(e) DEVELOPER shall make a contribution to the Park Development Fund in the aggregate amount of thirty-four thousand four hundred ninety one and 00/100th (\$34,491) Dollars, which amount shall be paid prior to the filing of the Cornhusker Creek Final Plat.

(f) Sidewalks along both sides of all public streets shall be constructed by the DEVELOPER, the DISTRICT, or the lot owners in accordance with the following schedule:

(i) Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.

(ii) All sidewalks along outlots shall be constructed with the installation of adjacent streets unless such outlot is required for a water quality basin, then such sidewalks shall be installed upon the later of the water quality basin being completed or the installation of the streets.

(iii) In any event, all sidewalks shall be constructed upon both sides of all public streets within six (6) years of the recording of the subdivision plat.

(g) Except when otherwise specifically prohibited by law, the DISTRICT agrees to annually levy a minimum ad valorem property tax rate of eighty-eight cents (\$0.88) per one hundred dollars (\$100.00) of taxable valuation for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt. If the levy of such a minimum ad valorem property tax rate is specifically prohibited by law, then the DISTRICT agrees to levy the maximum ad valorem property tax rate allowed by law for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt.

(h) Following the construction of Post-Construction Stormwater Management BMPs, the DISTRICT shall assume the responsibility for maintaining these features. Maintenance of post-construction stormwater management features may be paid from the operating fund of the DISTRICT provided that the maintenance activities are required to maintain the water quality benefits as designed. Routine maintenance, mowing, landscaping, screening or other amenities that do not contribute to water quality shall be maintained and paid for by the DEVELOPER or the ASSOCIATION. Furthermore, upon annexation by the CITY, all maintenance responsibilities for the water quality features and BMPs shall transfer from the DISTRICT to the CITY.

(i) DISTRICT shall take any action necessary to ensure that the boundary of DISTRICT shall match the boundary of the final plat depicted on Exhibit B prior to the execution of this Agreement.

SECTION 6 USE OF SEWER SYSTEM

(a) DISTRICT shall connect its Sewer System to the wastewater sewer systems operated by the CITY pursuant to plans approved by CITY. Additional connections necessary for the Wastewater Sewers or Storm Sewers, or otherwise required by the Public Improvements shall be made in such a manner and by such means as shall be approved by the CITY.

(b) In no event shall the DISTRICT permit any person (i) to connect to or otherwise use the Sewer System; (ii) to connect any part of the Sewer System to any other sewer system (including to the CITY's sewer system or to any outfall sewer or any wastewater or sewage treatment plant lying within the zoning jurisdiction of the CITY), except as may be currently existing (and then only to the extent as may be currently existing) or as may be specifically permitted by this Agreement or the subsequent express written consent of the CITY; or (iii) to make or allow any unlawful or improper discharge into the CITY's sewer system.

(c) At the request of the CITY the DISTRICT shall permit any person to connect to the Sewer System unless then prohibited by the CITY, provided, however, that the DISTRICT shall use reasonable efforts to obtain consent from the CITY for such purposes. Except as provided in Section 6(d), the DISTRICT shall not be required to permit such connection except upon the payment of a duly levied connection fee calculated after giving due consideration to the Costs, maintenance and other investment of the DISTRICT to date in the Sewer System (including a proportionate share of any unrecovered costs, plus accrued interest) and additional design, engineering or maintenance costs, for the outfall line. Such proportionate share shall be determined on a pro rata basis of the contributing design flows to the total outfall design flow, which flows and fees shall be reviewed and approved by the CITY prior to levying said fees.

(d) Notwithstanding any provision in Section 6(c), the DISTRICT shall not charge the CITY nor the owner of such real estate nor place any lien or encumbrance upon any real estate for any connections permitted by CITY to, or any persons use of, the Sewer System as may be necessary in order to permit the discharge of wastewater, sewage or storm water from any areas within the then incorporated limits of the CITY for which the CITY shall, nevertheless, have the right to collect its own fees and charges.

(e) No Sewer System, or connection thereto, allowable pursuant to this Section 6 shall be made unless an appropriate permit is first issued by and obtained from the CITY. The construction, installation and other work related to such connection or Sewer System shall be made in compliance with applicable engineering, design, construction, installation and testing rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over any such work and as otherwise may be reasonably required by the CITY.

(f) Notwithstanding any other provision of this Agreement, the CITY retains the right to immediately require the DISTRICT to disconnect the Sewer System from the CITY's sewer system or to disconnect any user from the Sewer System for any discharge in violation of any rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over the same or as may otherwise be prohibited by the CITY.

(g) The CITY and the DISTRICT shall enter into an interlocal agreement agreeing to a 50% cost share for the rehabilitation and/or reconstruction of the Landings Lift Station located at 10500 S. 36th Street. The scope of the work shall be determined based upon the CITY'S evaluation of the lift station's existing conditions.

The interior lift station and force main maintenance and operation shall be the responsibility of the DISTRICT. Furthermore, upon annexation by the CITY, all maintenance and operations responsibilities shall transfer from the DISTRICT to the CITY.

SECTION 7 AMENITIES

(a) Installation of decorative street lights, subdivision signs, entrance signs, fencing, related fixtures or landscaping, and the installation of any median, street island, outlot, or common area landscaping and related fixtures shall be paid for by the DEVELOPER. Plans for such proposed improvements must be submitted to the CITY for review and approval prior to the installation of such improvements.

(b) DEVELOPER agrees to be responsible for the permanent and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, and outlots within the area to be developed, including all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, until such time as all of the provisions of Sections 7(c) and 7(d) below are fully complied with. Upon compliance with such provisions, the ASSOCIATION shall be responsible for such maintenance and upkeep and DEVELOPER shall be relieved of responsibility therefor.

(c) DEVELOPER shall file with the Sarpy County Register of Deeds prior to the DEVELOPER'S sale of any lot within the area to be developed, covenants which shall provide that all owners of all lots within the area to be developed, shall be members of the ASSOCIATION and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of the ASSOCIATION.

(d) DEVELOPER shall cause to be incorporated prior to the sale of any lot within the area to be developed, a permanent and continuous lot owners' association (the "ASSOCIATION"). The articles of incorporation and by-laws for such corporation shall provide that all owners of all lots within the area to be developed shall be members of such corporation and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of such corporation. The articles of incorporation and by-laws for such corporation shall further provide that such corporation shall annually establish, levy and collect all charges, dues, and assessments required to pay all expenses in connection with the maintenance and upkeep of all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, and all landscaped medians, landscaped street islands, outlots, and common areas within the area to be developed as hereinafter required, and to pay all other expenses incurred pursuant to the conduct of the business of such corporation. The articles of incorporation and by-laws for such corporation must be submitted to and approved by the CITY prior to execution and filing.

(e) Notwithstanding any provisions herein seemingly to the contrary, the DISTRICT may install decorative streetlights at its cost, but the DEVELOPER shall pay the DISTRICT for the costs of any such decorative streetlights in excess of the costs and charges by the Omaha Public Power District for its regular and standard non-decorative streetlights. Additionally, all replacement, maintenance and upkeep expenses in connection with any such decorative streetlights, in excess of the costs and charges of the Omaha Public Power District for its regular and standard non-decorative streetlights, shall be the responsibility of and paid by the ASSOCIATION.

**SECTION 8
MISCELLANEOUS**

(a) TERMINATION OF AGREEMENT.

(i) This Agreement shall not be terminated except (1) by the written agreement among DEVELOPER, DISTRICT and CITY; or (2) by CITY for any material breach or default by any other PARTY which remains uncured thirty (30) days following notice to the respective PARTY specifying such breach or default ("Notice to Cure"), to be effective as of the date specified in a written Notice of Termination provided, however, that no such Notice to Cure shall be required whenever the breach or default shall recur within 180 days of a Notice to Cure, in which event termination shall be effective as of the date specified in a written Notice of Termination. No termination shall relieve the DISTRICT or the DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination.

(ii) The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

(b) INDEMNITY. DEVELOPER shall defend, indemnify and hold CITY, its officers, elected officials, employees, agents and assigns harmless from and against any and all claims, judgments, actions, loss, liability, damage or injury of any nature whatsoever, whether under theory of tort, contract or otherwise ("Damages"), which may arise or result from, out of or in connection with (i) any material misrepresentation made by DISTRICT or DEVELOPER in this Agreement, (ii) any breach of any representation or covenant made by DEVELOPER or DISTRICT in this Agreement, (iii) any negligent or other act, error or omission of DEVELOPER or DISTRICT (including any of their respective employees, agents, contractors, subcontractors or other representatives) in furtherance of this Agreement or any other agreement contemplated by this Agreement to be entered into by DEVELOPER or DISTRICT, including the failure to perform or properly perform as may be so required, and (iv) any default in or breach of any provision of this Agreement, including any obligation or responsibility of DEVELOPER or DISTRICT in this Agreement. Notwithstanding the preceding sentence, DEVELOPER's indemnity and related obligations under (ii), (iii) and (iv) thereof in respect to Damages related to DISTRICT's conduct shall apply only in the event that the occurrence giving rise to such obligation shall occur during any period that DEVELOPER, its officers, directors or affiliates shall have, in the aggregate, sufficient voting power to elect a majority of DISTRICT's Board of Trustees; otherwise, between DEVELOPER and DISTRICT, DISTRICT shall be responsible and liable for any such indemnity or related obligation in respect to such Damages, to the extent the same shall arise from, out of, or in connection with DISTRICT's conduct.

(c) ASSIGNMENT. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY which may be withheld in CITY's sole discretion.

(d) WAIVER. A waiver by any Party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

For CITY:

City Clerk
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

AND

Public Works Director
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

Such addresses may be changed from time to time by notice to all other PARTIES.

(h) NON-DISCRIMINATION. In performing under this Agreement, no PARTY shall discriminate against any persons on account of disability, race, national origin, sex, age, and political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

(i) MISCELLANEOUS. Unless otherwise specified, all references in this Agreement to Exhibits, numbered paragraphs or Sections shall mean those Exhibits attached to this Agreement, which are incorporated into this Agreement as if fully set out herein, and those numbered paragraphs and Sections of this Agreement.

(j) RECORD DRAWINGS. DEVELOPER shall provide to the City Engineer the final plat of the area to be developed, showing all lots, blocks, and the shape files and PDF files of the water, storm, and sanitary sewer system improvements.

(k) VIOLATIONS. As a result of any violation of this Subdivision Agreement, the CITY shall have the authority, after first giving ten (10) days written notice to the DEVELOPER and/or the DISTRICT, to discontinue the issuance of building and/or sewer or water connection permits for the lots in the DISTRICT, until such time as the violation is corrected.

(l) PERMIT. No building permits shall be issued until after the substantial completion of all required public improvements, or as otherwise authorized by the City Engineer.

[Remainder of Page Left Intentionally Blank; Execution Page Follows.]

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE

City Clerk

By _____

Mayor

Date

APPROVED AS TO FORM:

Attorney for City of Bellevue

ATTEST:

SANITARY & IMPROVEMENT DISTRICT
NO. 379 OF SARPY COUNTY, NEBRASKA

Clerk

By: _____

Chairman

Date

Cornhusker Creek, LLC
A Nebraska limited liability company

By: Tim Tran, Manager _____

_____ Date

RECEIVED

14b1.
7/16/2024

MAY 01 2024

MIXED-USE DEVELOPMENT AGREEMENT

PLANNING DEPT.

This MIXED USE DEVELOPMENT AGREEMENT (hereinafter Agreement) made pursuant to Section 5.19 of the Zoning Ordinance of the City of Bellevue, made and entered into this _____ day of _____ 2024, by and between THE CITY OF BELLEVUE, NEBRASKA, a Municipal Corporation (hereinafter "City") and CORNHUSKER CREEK, L.L.C. (hereinafter "Developer").

WITNESSED:

WHEREAS, Developer is the legal owner of the real estate described on the attached Exhibit "A" as Lots 113 and Outlot B, Cornhusker Creek (hereinafter "the Property"), which is incorporated herein by this reference and desires to establish and develop such Property according to the provisions of Section 5.19 of the City Zoning Ordinance for the development of a mixed use project; and

WHEREAS, City, in the interest of maintaining the public health, safety and welfare, desires to assure that such project is developed substantially in accordance with the provisions of Section 5.19, and therefore considers this Agreement to be in the best interests of the City; and

WHEREAS, Developer is willing to commit itself to the development of a project substantially in accordance with this Agreement and desires to have a reasonable amount of flexibility to carry out the development and therefore considers this Agreement to be in its best interests; and

WHEREAS, the City and Developer desire to set forth in this Agreement their respective understandings and agreements with regard to the Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

I. **Definitions.** For the purposes of this Agreement, the definitions in Article 2 of the City of Bellevue Zoning Ordinance, shall apply. In addition, the following words and phrases shall have the following meanings:

A. "Site improvement" shall mean any building, parking, landscaping, signage, fencing or other regulated structure.

II. **Development.** Except as otherwise permitted in this Agreement, the project shall be developed in accordance with the City of Bellevue Zoning and Subdivision regulations, the terms and conditions of this Agreement and the Development Plan ("Plan") a/k/a site plan which is attached hereto as Exhibit "B" and by this reference incorporated herein.

III. **Permitted Uses.** Except as otherwise allowed by this Agreement, the Property shall be developed in accordance with the applicable permitted uses set forth in the provisions of Section 5.19 of the City of Bellevue Zoning Ordinance.

IV. **Site Development Regulations/Bulk of Building/Spacing**

A. It is intended that the Plan is a general schematic of the development indicating the manner in which the Developer intends to meet the requirements of this Agreement. The parties recognize that from time to time, for good and sufficient reasons, it may be necessary for the Developer to alter the location, physical shape or exterior dimensions of any structure shown on the site plans within the boundaries of any platted lot. As long as the site development regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any structure shown on the Plan, within the boundaries of any platted lot.

B. Either the Developer or any successor owner or assigns of the Property, or any part thereof, may apply for an amendment to this Agreement pursuant to Section 5.19.05 of the City of Bellevue Zoning Ordinance.

C. All building sites shall comply with the Building and Material Criteria as set forth in Section 8.12 of

the City of Bellevue Zoning Ordinance and by this reference incorporated herein.

- D. Per Section 5.19.02, the Mixed Use District (Lots 113 and Outlot B, Cornhusker Creek) shall contain use types within at least two categories. Use categories shall be limited to residential, civic, office, and commercial uses. No single use category shall account for more than 80% of the building area or net developable land area of the MU District; and, notwithstanding anything herein to the contrary, the CITY finds the Plan's ratio of mixed use satisfactory to achieve the intent of the MU District and approves the ratio of mixed use as shown on the Plan. Net developable land area includes the land area of the Property excluding dedicated public streets, private streets, or other dedicated public land.

V. **Parking.** Parking for the Plan shall be in accordance with the Site Plan, Exhibit "B", attached hereto and made a part hereof. The parking shall meet or exceed the minimum requirements of the provisions of Section 8.02 and 8.03 of the City of Bellevue Zoning Ordinance. As long as the parking design standard regulations are not violated, Developer may alter the location, physical shape or exterior dimensions of any parking area shown on the site plan within the boundaries of any platted lot.

VI. **Landscaping.** Landscaping for the project shall be according to the Landscape Plan, Exhibit "C", attached hereto and made a part hereof, unless otherwise amended in accordance with Section 5.19.05, City of Bellevue Zoning Ordinance. The landscaping shall meet or exceed the minimum requirements of the provisions of Article 9 of the City of Bellevue Zoning Ordinance.

City acknowledges additional right-of-way may be required for the 36th Street widening project adjacent to the Property; therefore installation of the required 15' landscape yard along 36 Street shall not be required until such time as the City has acquired the necessary right-of-way.

VII. **Signage.** The Signage shall meet the minimum requirements of Article 7 of the City of Bellevue Zoning Ordinance, Sign Regulations. All signs will be installed subject to a sign permit from the City of Bellevue. Unless provided for in this Agreement, all other provisions and regulations governing signs in effect at the time of application for a sign permit shall apply.

VIII. **Access.** Access for the project shall be according to Exhibit "B" attached hereto and made a part hereof. Lot 113 shall have a full access drive entrance with Tamarac Drive located approximately 520 feet west of the centerline of 36th Street and shall be constructed during the mixed-use construction of the Cornhusker Creek project and shall serve as the only access until construction of a full access drive with 38th street located approximately 400 feet north of the centerline of Cornhusker Road.

IX. Miscellaneous Provisions

- A. The City Administrator of the City of Bellevue and/or his designee shall have the authority to administer this Agreement on behalf of the City and to exercise discretion with respect to those matters contained herein so long as the development proceeds in general accord with this Agreement and with regard to those matters not fully determined at the date of this Agreement. The provisions of this Agreement shall run with the land in favor of and for the benefit of the City and shall be binding upon present and all successor owners of the real estate described in the attached Exhibit "A".
- B. The City agrees that no plans submitted in accordance with this agreement and no site plan, plat, revised development plan or related documents shall be arbitrarily or unreasonably rejected or disapproved by the City Administrator or the City and will be acted upon as expeditiously as reasonably possible.
- C. The City agrees to issue each building permit as expeditiously as reasonably possible and to grant individual occupancy permits on building spaces as construction is completed, in accordance with local codes. No such occupancy permit shall be issued unless work on portions of such building has been advanced to a point that the individuals using the portions of the building for which the certificate of occupancy is to be issued will not be engaged by construction in progress, and the building is otherwise safe for those to be occupied.

- D. Nondiscrimination. Developer shall not, in the performance of this contract, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations, or national origin.
- E. Applicable Law. Parties to this contract shall conform with all existing and applicable City ordinances, resolutions, state and federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this contract.
- F. Interest to the City. No elected official or any officer or employee of the City of Bellevue shall have a financial interest, direct or indirect, in any City of Bellevue contract. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the contract voidable by the Mayor or Council.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

CITY OF BELLEVUE, NEBRASKA

Rusty Hike, Mayor

Attest:

City Clerk

CORNHUSKER CREEK, LLC,

By: _____
Tim Tran, Managing Member

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

The attached instrument was acknowledged before me this _____ day of _____, 2024 by Tim Tran, Managing Member of Cornhusker Creek, L.L.C.

Witness my hand and notarial seal at _____, Nebraska, in said County, the date aforesaid.

Notary Public

CORNHUSKER CREEK

MIXED USE DEVELOPMENT: LOT 115 AND OUTLOT B SARPY COUNTY, NEBRASKA

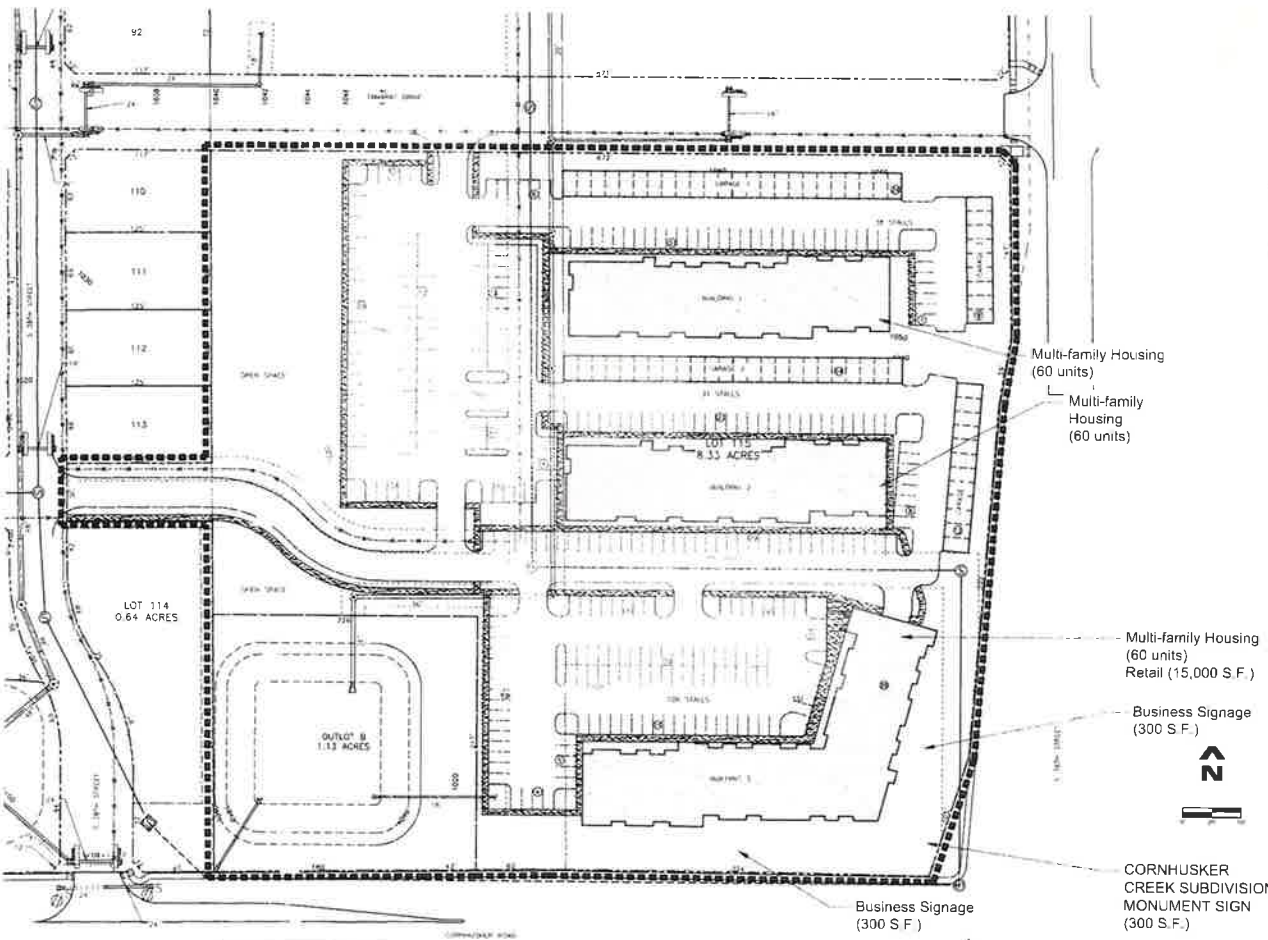


THOMPSON, DRELESSON & DOTNER, INC.
10846 CHL Mill Rd
Omaha, NE 68154
p.402.491.8460 www.td2co.com

Cornhusker Creek

LOT NUMBER	PROPOSED ZONING	LOT SIZE (AC SF)	BUILDING COVERAGE (FT)	BUILDING COVERAGE (%)	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)
LOT 115	MU	8.55 AC 368,500 SF	100 FT	11.6%	150,000 SF	150,000 SF	17.6%
LOT 114	MU	0.64 AC 27,800 SF	100 FT	11.6%	15,000 SF	15,000 SF	17.6%

LOT 115 (APARTMENTS)									
NO. UNITS	EST. VEHICLES	RESERVED	AVAILABLE	TOTAL UNITS	RESERVED PARKING	AVAILABLE PARKING	ATTACHED GARAGES	DETACHED GARAGES	PROVIDENT PARKING
60	120	120	0	60	120	0	0	0	120
LOT 115 (RETAIL)									
NO. UNITS	EST. VEHICLES	RESERVED	AVAILABLE	TOTAL UNITS	RESERVED PARKING	AVAILABLE PARKING	ATTACHED GARAGES	DETACHED GARAGES	PROVIDENT PARKING
1	1	1	0	1	1	0	0	0	1



MIXED USE NOTES

1. THE PROJECT SHALL BE SUBJECT TO THE SUBDIVISION MAP...
2. THE PROJECT SHALL BE SUBJECT TO THE SUBDIVISION MAP...
3. THE PROJECT SHALL BE SUBJECT TO THE SUBDIVISION MAP...
4. THE PROJECT SHALL BE SUBJECT TO THE SUBDIVISION MAP...
5. THE PROJECT SHALL BE SUBJECT TO THE SUBDIVISION MAP...
6. THE PROJECT SHALL BE SUBJECT TO THE SUBDIVISION MAP...
7. THE PROJECT SHALL BE SUBJECT TO THE SUBDIVISION MAP...
8. THE PROJECT SHALL BE SUBJECT TO THE SUBDIVISION MAP...
9. THE PROJECT SHALL BE SUBJECT TO THE SUBDIVISION MAP...
10. PERMITTED USE TYPES WITHIN THIS DISTRICT INCLUDE MULTI-FAMILY RESIDENTIAL AND LOW DENSITY RETAIL.
11. THE MAXIMUM FLOOR AREA RATIO ALLOWED IS 2.0.
12. THE SETBACKS FOR THE MAIN BUILDING ARE AS FOLLOWS: FRONT YARD SETBACK: 35 FEET; REAR YARD SETBACK: 10 FEET; SIDE YARD SETBACK: 5 FEET; AND STREET FRONT SETBACK: 10 FEET.
13. THE MAXIMUM BUILDING HEIGHT ALLOWED IS 25 FEET.

LEGAL DESCRIPTION

LOT 115 AND OUTLOT B, BEING A PLATING OF TAX LOT JOB OF SECTION 26, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA.

SUBDIVIDER

CORNHUSKER CREEK LLC
1112 SARBURY DRIVE
PAPILLON, NE 68046

ENGINEER

THOMPSON, DRELESSON & DOTNER, INC.
10846 CHL MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402.491.8460

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER FORCE MAIN AND LIFT STATION
- MIXED USE RESIDUAL
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK PAVEMENT
- PROPOSED STORM SEWER AND SANITARY SEWER
- EXISTING POWER EXEMPTION
- PROPOSED STORM SEWER, WATER, AND SANITARY SEWER EXEMPTION
- PROPOSED SANITARY SEWER EXEMPTION
- PROPOSED WATER EXEMPTION
- PAVEMENT EXEMPTION

Multi-family Housing (60 units)

Multi-family Housing (60 units)

Multi-family Housing (60 units)
Retail (15,000 S.F.)

Business Signage (300 S.F.)

CORNHUSKER CREEK SUBDIVISION MONUMENT SIGN (300 S.F.)

Business Signage (300 S.F.)

Cornhusker Creek, LLC

PROGRESS PRINT
NOT TO BE USED FOR CONSTRUCTION



MU Development Plan

Exhibit B

RECEIVED

14b2.
7/16/2024

JUL 05 2024

PLANNING DEPT.

SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT ("Agreement") is made this 16th day of July, 2024 ("Effective Date"), by and among CORNHUSKER CREEK, LLC, a Nebraska limited liability company ("DEVELOPER"), SANITARY AND IMPROVEMENT DISTRICT NO. 379 OF SARPY COUNTY, NEBRASKA, a Nebraska political subdivision ("DISTRICT"), and THE CITY OF BELLEVUE, a municipal corporation of the first class ("CITY").

WITNESSETH:

WHEREAS, DEVELOPER is the contract purchaser or owner of the real property situated within the Development Area (as defined in Section 1); and

WHEREAS, DISTRICT and DEVELOPER desire to construct, install and locate certain improvements within the Development Area; and

WHEREAS, the Development Area is outside the incorporated limits of the CITY but within the CITY's zoning jurisdiction; and

WHEREAS the Development Area will be developed in one (1) phase.

NOW, THEREFORE, in consideration of the premises, the PARTIES agree as follows:

SECTION 1 DEFINITIONS

For the purpose of this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

(a) "Benefitted Property" shall mean any parcel or lot within the Development Area which, as of the Effective Date, may actually be used as a buildable lot.

(b) "Cost" shall mean all construction costs, engineering fees, design fees, attorneys' fees, testing expenses, publication costs, financing costs (which shall include all warrant fees and bond fees, and interest on warrants to date of levy of special assessments), the administrative costs incurred by DISTRICT by application of Section 5(c) and all other related or miscellaneous costs or expenses directly incurred by DEVELOPER or DISTRICT in connection with Public Improvements.

(c) "Dedicated Street(s)" shall mean those concrete or paved area(s), including curbing, to be constructed, modified or improved within that portion of the Development Area designated as Dedicated Street right-of-way on Exhibit B.

(d) "Development Area" shall mean the real property situated within the area identified or depicted on Exhibit A.

(e) "General Obligation" shall mean any indebtedness for Public Improvements which is not required by law or this Agreement to be specially assessed against Benefited Property.

(f) "Party" shall mean CITY, DEVELOPER or DISTRICT, individually, and "Parties" shall mean the CITY, DEVELOPER and DISTRICT, collectively.

(h) "Plat" shall mean the Final Plat of Cornhusker Creek, Lots 1 thru 116, inclusive, and Outlots A through E, approved by the City Council for the CITY on July 16, 2024, subject to any conditions expressly provided for at such time or in this Agreement.

(i) "Public Improvements" shall mean:

(i) All Dedicated Streets (including that portion of any "T" intersection abutting any buildable lot or parcel and Street Intersections) identified on Exhibit B.

(ii) All concrete sidewalks to be constructed, modified or improved along any Dedicated Streets and lying within the boundaries of any Dedicated Street right-of-way.

(iii) All Dedicated Street signage required by, and meeting the standards of, the "Manual of Uniform Traffic Control Devices" but only if first approved in writing by the CITY's Public Works Department and only if located at a Street Intersection.

(iv) All "Wastewater Sewers" constructed within the Development Area as identified in the sanitary sewer layout (Exhibit B) prepared by Thompson, Dreessen & Dorner, Inc. ("Engineer"). Wastewater Sewers shall include all necessary sanitary and wastewater sewer mains, manholes, lines, pipes, lift stations and related appurtenances.

(v) All "Storm Sewers" to be constructed in the Development Area identified on the storm sewer plan (Exhibit C) prepared by the Engineer, including all necessary storm sewers, inlets, manholes, lines, pipes and related appurtenances.

(vi) The "Water Distribution System" to be constructed and installed by Metropolitan Utilities District within the boundaries of any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY (Exhibit E).

(vii) The "Gas Distribution System" to be constructed and installed by Metropolitan Utilities District within any Dedicated Street right-of-way within the Development Area or other areas specifically approved by the CITY.

(viii) The "Lighting System" for any Dedicated Streets to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area, including any decorative, ornamental or other lighting not conforming to CITY standards but which has been specifically approved by the CITY.

(ix) The "Electrical Power Service" to be constructed and installed by the Omaha Public Power District within the boundaries of any Dedicated Street right-of-way within the Development Area. The Electrical Power Service shall include all electrical utility lines and other devices, other than the Lighting System, so constructed and installed for the benefit of the Development Area.

(j) "Sewer System" shall mean, collectively, all sewer systems within the DISTRICT and the Development Area, and shall also include all existing wastewater systems, Wastewater Sewers, existing storm sewer systems, the Storm Sewers and existing sanitary sewer systems located within the DISTRICT or the Development Area.

(k) "Street Improvements" shall mean those Public Improvements described in Sections 1(i)(i), (ii), (iii), and (viii) other than the Street Intersections.

(l) "Street Intersections" shall mean those portions of the Dedicated Streets (other than that portion of any "T" intersection abutting any buildable lot or parcel) designated as intersections on Exhibit B.

(m) "Weeds" shall include, but not be limited to, bindweed (*Convolvus arvensis*), puncture vine (*Tribulus terrestris*), leafy spurge (*Euphorbia esula*), Canada thistle (*Cirsium arvense*), perennial peppergrass (*Lepidium draba*), Russian knapweed (*Centuarea pieris*), Johnson grass (*Sorghum halepense*), nodding or musk thistle, quack grass (*Agropyron repens*), perennial sow thistle (*Sonchus arvensis*), horse nettle (*Solanum carolinense*), bull thistle (*Cirsium lanceolatum*), buckthorn (*Rhamnus*) (toun), hemp plant (*Cannabis sativa*), and ragweed (*Ambrosiaceae*).

(n) "Urban Design Standards" shall mean public concrete streets of various width and thicknesses including curbs, guttering, and related storm sewer systems, meeting the design, surface and other specifications of CITY, the plans for which shall be first approved by CITY in accordance with Section 2(b)(i).

SECTION 2 AUTHORITY AND DOCUMENTATION

(a) The DISTRICT and the DEVELOPER shall cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(b) Subject to the remaining terms and conditions of this Agreement, CITY hereby approves construction and installation of the Public Improvements substantially in accordance with the Plat; provided, however, that at least thirty (30) days before commencing any work in connection with the Public Improvements, the DISTRICT and DEVELOPER shall first:

(i) Deliver to the appropriate department(s) of the CITY duly executed copies of any agreement(s) for work required for, or otherwise entered into in connection with the Public Improvements, and all plans for the manner and means of any additional connections required by or for the Wastewater Sewers or Storm Sewers. The specifications and technical terms of all such agreements and plans shall be subject to review and approval of CITY. All agreements and plans shall require the timely and orderly engineering, design, procurement, construction, installation and

testing of Public Improvements and that all work therefore shall be performed in a good and workmanlike manner, using quality materials, in accordance with industry standards, in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or over the Public Improvements and as otherwise may be reasonably required by the CITY. All such agreements shall require the contractor to procure and maintain throughout the term of any such agreement, policies of insurance as follows: (1) workers' compensation insurance and employer's liability insurance in the statutory amount; (2) commercial general liability insurance covering bodily injury, including death, and property damage coverage; (3) broad form contractual liability coverage for all obligations and liabilities undertaken by the agreement and product and completed operations; (4) comprehensive automobile liability and coverage providing bodily injury and property damage coverage covering all motor vehicles including hired and non-owned autos as well as mobile equipment to the extent that may be excluded from the general liability insurance. All such insurance shall have a combined single limit of at least \$1,000,000 per person, and an aggregate limit of at least \$2,000,000 per occurrence; umbrella liability coverage for all of the above with policy limits of \$2,000,000. The CITY and DISTRICT shall be named additional insured for purposes of all policies. Certificates of insurance shall be presented to the CITY upon request. No policy of insurance shall be cancelable, except upon thirty (30) days' notice to CITY and DISTRICT. All insurance shall be procured from and maintained by a reputable and financially responsible insurance company authorized to transact business in the State of Nebraska. The CITY shall endeavor to review and approve or require modification to any such agreement within fifteen (15) days after delivery; provided, however, that unless the CITY notifies the DISTRICT of its objection to any such agreement at least seven (7) days prior to the date scheduled for commencement of such work, the CITY shall be deemed to have approved such agreement.

(ii) Deliver to the Finance Director of the CITY duly executed copies of any written agreement(s) between the DISTRICT and its municipal financial advisor for the placement of the warrants or bonds of the DISTRICT used for the payment of the Costs of the Public Improvements.

(iii) Deliver to the Public Works Director of the CITY duly executed copies of an agreement between the DISTRICT and the CITY for wastewater treatment for any wastewater or sewage flowing out of the Development Area.

(iv) Deliver to the Public Works Director of the CITY copies of all performance, labor and material payment or other bonds required by law or the Public Works Director.

(c) At least thirty (30) days prior to any meeting of the Board of Trustees for the DISTRICT when the Board will consider the levy of special assessments in connection with Public Improvements, the DISTRICT and DEVELOPER shall deliver to the CITY:

(i) A full and detailed statement of the Cost of each Public Improvement, which statement or statements shall separately identify and itemize:

1. The amount and date paid to each contractor, together with releases, lien waivers and other documentation necessary to show that all obligations of the DISTRICT in connection with the Public Improvements have been discharged; and
2. All other direct or indirect Costs of the DISTRICT or any other person which have been or will be expended or otherwise incurred in connection with the Public Improvement including, but not limited to, all engineering fees, attorneys' fees, testing expenses, publication costs, and financing costs including, but not limited to, interest on all warrants to date of levy of special assessments.
 - (ii) A detailed schedule of each proposed special assessment together with the amount of any General Obligation incurred or to be paid by the DISTRICT for the Public Improvement;
 - (iii) A plat of all real property to be assessed; and
 - (iv) Information as may be necessary to evidence that the Public Improvement has been completed in compliance with all applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such work or the Public Improvements and as otherwise has been required by the CITY together with any other information reasonably requested by the CITY.

(d) The DISTRICT shall also provide the Finance Director of the CITY with at least thirty (30) days' prior written notice of any meeting whenever the issues of levying special assessments or equalizing or apportioning any debt in connection with the Public Improvements are being considered or discussed by any political or governmental body or agency of competent jurisdiction.

SECTION 3 COSTS OF PUBLIC IMPROVEMENTS

(a) The Costs of Public Improvements shall be paid for by the DISTRICT but shall be defrayed as required by law. All such Costs, other than General Obligations, shall be privately financed or specially assessed against Benefitted Property on an equitable basis.

(i) If not previously paid for, all special assessments for Public Improvements shall be assessed pursuant to applicable provisions of Nebraska Revised Statutes Chapter 31, as amended from time to time, and DISTRICT shall take all necessary actions to see that such assessments are paid in the manner and time required by Chapter 31.

(ii) The DEVELOPER and DISTRICT shall, upon request of the CITY, evidence to the CITY's satisfaction that any lot or parcel to be assessed is a buildable lot. If any lot, parcel, or other area within the Development Area is not a buildable lot for any reason whatsoever, (e.g. by reason of sufficient size, dimensions, easements or similar burdens or for any other reason), then such lot

or parcel shall not be considered to be Benefitted Property and no portion of the Cost of the Public Improvements shall be levied against such lot or parcel.

(b) The following Costs of Public Improvements shall constitute General Obligations to the extent permitted by law:

(i) The Cost of any extra width paving for any Dedicated Streets exceeding twenty-five feet (25').

(ii) The Cost of Street Intersections.

(iii) The Cost of the original street signs for Dedicated Streets, other than the Cost of any decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation.

(iv) The Cost of the Lighting System, other than the Cost of any decorative, ornamental or other Dedicated Street, Street Intersection or other lighting not conforming to CITY standards which (and notwithstanding any provision in Section 3(b) to the contrary) shall be the obligation of the DEVELOPER to be paid for at the time of installation. One hundred percent (100%) of the entire cost of monthly contract charges paid to the Omaha Public Power District for furnishing lighting of public streets shall be paid from the operating fund of the District.

(v) The Cost of Storm Sewers.

(vi) The difference in Cost between piping eight inches (8") in diameter and the size actually required for piping for the Wastewater Sewers, if greater than eight inches (8") in diameter.

(vii) The Cost of any outfall line of the Wastewater Sewers which is designed to serve a drainage area beyond the Development Area, but only if actually constructed and installed outside of the Development Area.

(viii) Charges paid to connect the DISTRICT's Wastewater Sewer System (but not merely the Wastewater Sewers) to another sanitary and improvement district.

(ix) The Cost of the interior lift station with force main for the Wastewater Sewers which is designed to serve the entire DISTRICT.

The cost of the improvements to the exterior lift station and outfall sewer located on 36th Street north of Old 36th Street, installed at the time warranted per an Interlocal Agreement, shall be split 50/50 by the DISTRICT and CITY, provided however that upon the development of the real estate abutting the DISTRICT on the West, the CITY shall obtain reimbursement from the developer of such property and 10.4% of the total cost shall be reimbursed to the DISTRICT.

(x) The Cost of that portion of the Water Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area, including any pioneer main fees paid to MUD.

(xi) The Cost of that portion of the Gas Distribution System which is designed to benefit areas of the DISTRICT beyond the Development Area.

(xii) The Cost of the installation of Electrical Power Service equal to the estimated refundable charge from Omaha Public Power District (provided that the refund to the DISTRICT shall be credited to the Bond Construction Account of the DISTRICT).

(xiii) Payments for previous improvements to the permanent detention basin and stormwater management facilities.

(xiv) The Cost of construction of the improvements to 36th Street including lane widening, left turn lanes, deceleration lanes, pedestrian trails and/or sidewalks.

(xv) The cost of the installation of the traffic signalization at the intersection of S 38th Street and Cornhusker Road will be a general obligation of the DISTRICT.

The cost of the construction of the eastbound left-turn lane extension and westbound right-turn lane at 38th Street will be a general obligation of the DISTRICT.

The cost of the construction of the westbound left turn lane at 38th Street, if warranted, will be paid by the DISTRICT and reimbursed by the CITY.

(xvi) The cost of culverts or channel improvements necessary to improve the drainage characteristics of the Development Area and/or downstream areas.

(xvii) The cost of construction of permanent detention basin improvements and post construction stormwater management facilities.

(xviii) The City of Bellevue plan review fees.

(xix) Traffic calming devices including speed tables or speed bumps.

(xx) The cost of sediment removal from permanent detention basins during infrastructure construction.

(c) One hundred percent (100%) of the entire cost of all sidewalk and construction by the DISTRICT per the sidewalk plan (Exhibit B), including handicap ramps at the corners of intersections (not shown) may be a general obligation of the DISTRICT. All sidewalks constructed on other lots shall be privately installed and at the cost of the owner of said lots. In the event sidewalks on any of the other lots have not been constructed within six (6) years of the recording of the subdivision plat, the DISTRICT shall construct sidewalks and shall be paid by special assessment against the property benefitted.

(d) Notwithstanding any provisions in Subsection 3(a)(i) related to DEVELOPER's payment obligations in connection with special assessments, to the extent the Water Distribution System or Gas Distribution System is financed in accordance with MUD policies, the payment of special assessments for such Public Improvements shall be undertaken in accordance with such policies.

SECTION 4 REPRESENTATIONS

(a) DEVELOPER covenants and represents to the CITY as follows:

(i) DEVELOPER is, or will be at the time the final plat is recorded, the owner of record of the Development Area and has full right and authority to make decisions affecting the Development Area and to enter into this Agreement.

(ii) DEVELOPER is duly organized, validly existing and in good standing under the laws of the State of Nebraska and is currently authorized to do business in the State of Nebraska.

(iii) DEVELOPER has full power and authority to enter into, deliver and perform its obligations under this Agreement and each of the documents related thereto.

(iv) DEVELOPER has taken all necessary action to authorize DEVELOPER's execution, and delivery of, and its performance under, this Agreement and as such, this Agreement constitutes DEVELOPER's valid and binding obligation, enforceable against DEVELOPER in accordance with its terms.

(v) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DEVELOPER in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(vi) DEVELOPER shall take all steps reasonably necessary to cause all Public Improvements to be constructed and installed in accordance with the terms and conditions of this Agreement.

(vii) DEVELOPER shall take all steps reasonably necessary to cause all of the Public Improvements to be substantially constructed and installed by the DISTRICT by approximately November 30, 2025. To the extent not provided by the DISTRICT, DEVELOPER shall provide CITY with quarterly progress reports during the development and allow CITY reasonable access to any relevant financial or other records pertaining to the Public Improvements.

(viii) INTENTIONALLY LEFT BLANK

(ix) INTENTIONALLY LEFT BLANK.

(x) DEVELOPER shall comply with (i) the terms of this Agreement and (ii) the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without prior written approval of the CITY.

(xi) DEVELOPER shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used on, under or in the vicinity of the Development Area, except as permitted by this Agreement.

(xii) DEVELOPER shall not permit any discharge into the Wastewater/Sewage System to be constructed, installed or used on, under or in the vicinity of the Development Area, in violation of an applicable law, ordinance, statute, rule or regulation.

(xiii) DEVELOPER has not employed or retained any company or person, other than a bona fide employee of DEVELOPER to solicit or secure this Agreement and has not paid or agreed to pay any entity or person other than a bona fide employee working for the DEVELOPER any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(xiv) All documents, contracts and instruments submitted to CITY now, or at any time in the future, or otherwise entered into by or on behalf of DEVELOPER shall in all material respects be fully authorized, and in all material respects shall be valid, binding and enforceable in accordance with their terms.

(xv) DISTRICT shall work with CITY to ensure that all necessary improvements to the exterior lift station and outfall sewer located on 36th Street north of Old 36th Street, are completed as and when warranted pursuant to an Interlocal Agreement. If said improvements are not completed on the timeline required by the Interlocal Agreement, DEVELOPER shall not request or be issued any further building permits for, nor construct any additional homes, apartments, and/or commercial buildings within the boundaries of the DISTRICT prior to the receipt of the written approvals of the final completions and final payments therefor.

(b) DISTRICT covenants and represents as follows:

(i) It is duly organized, is in good standing and is currently authorized to do business in the State of Nebraska; that this Agreement has been duly executed and constitutes its valid and binding obligation, enforceable in accordance with its terms.

(ii) No consent, order, authorization, waiver, approval or any other action, or registration, declaration or filing with any person, board or body, public or private is required to be obtained by the DISTRICT in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated thereby, except as may be described or contemplated by this Agreement.

(iii) It shall abide and be bound by the terms of this Agreement and the provisions of any agreement submitted to the CITY pursuant to this Agreement, which agreements shall not be amended or assigned without written approval of the CITY.

(iv) The performance of DISTRICT contemplated by this Agreement is within its lawful power and authority and has been duly authorized under, pursuant to and in accordance with its constituent documents and the laws of the State of Nebraska. The DISTRICT shall not incur any General Obligation other than those expressly contemplated by this Agreement for, or in connection with, Public Improvements for any purpose without prior approval from the CITY which may be withheld in the absolute discretion of the CITY.

(v) It shall not permit any private wastewater/sewage disposal systems to be constructed, installed or used in the Development Area.

(vi) It shall not permit any discharge into the Sewer System in violation of an applicable law, ordinance, statute, rule or regulation.

(vii) To maintain all Public Improvements in a good and functional state of repair.

(viii) DISTRICT shall cause CITY to be named as an additional insured under any policy of insurance, including all payment and performance bonds obtained by DISTRICT (whether or not required by this Agreement) or any other person, including DISTRICT, in connection with the construction or operation of the Public Improvements.

(ix) Other than DISTRICT's Agreement with its municipal financial advisor or this Agreement, there are no agreements to which DISTRICT is a party or by which DISTRICT is bound concerning the construction or installation, or the repair, replacement or maintenance of any of the Public Improvements. DISTRICT shall not modify any such agreement identified in the preceding sentence nor otherwise undertake or assume any such obligation or liability therefor without the express prior written approval of the Bellevue City Council, which approval may be withheld in its absolute discretion.

(x) DISTRICT shall not issue any debt, bonds, warrants or enter into any other form of financing arrangement in furtherance of any other improvement lying, in whole or in part, outside the boundaries of the DISTRICT, without first obtaining an unqualified favorable opinion from competent bond counsel of DISTRICT's choice, including, among other appropriate matters, that such financing is within its lawful power and authority and has been duly authorized under, pursuant to, and in accordance with its constituent documents and the laws of the State of Nebraska. Such opinion shall be made to those parties deemed appropriate by DISTRICT and to the City of Bellevue, its elected officials and officers.

(c) DISTRICT and DEVELOPER acknowledge that the CITY makes no representation or warranty as to the validity or effect of any expenditure, bond or indebtedness contemplated to be incurred by DISTRICT or DEVELOPER in furtherance of this Agreement or otherwise to be incurred or actually incurred by DISTRICT in furtherance of the Public Improvements. The

DEVELOPER and DISTRICT do hereby waive and release the CITY from any right, remedy or recourse against it or its elected officials, officers and employees in connection with any provision of this Agreement; provided, however, that such waiver shall not be construed to preclude DISTRICT from enforcing CITY's performance obligations in this Agreement.

SECTION 5 OTHER OBLIGATIONS

(a) DEVELOPER shall undertake such acts, responsibilities and obligations as may be necessary or appropriate to prevent and control any adverse impact on any real estate or property beyond the Development Area directly or indirectly caused by, or attributable or related to construction and installation of the Public Improvements. Such acts shall include seeding the Development Area disturbed by grading operations, construction of temporary terraces on slopes, temporary silting basins, swales and spillways, and other acts which may be necessary to prevent erosion, damage and sedimentation to adjacent properties and public rights-of-way.

(b) Following the construction and installation of such Public Improvements, the DISTRICT shall pay for the Cost of (i) maintaining street signs, other than decorative, ornamental or other signs not conforming to the "Manual of Uniform Traffic Control Devices" (which shall be the sole obligation of the owner of the real estate and not the DISTRICT) and (ii) for monthly charges paid to Omaha Public Power District for the Lighting System for Dedicated Streets out of the operating fund of the DISTRICT, to the extent permitted by law.

(c) DISTRICT shall pay to the CITY \$77,100 (1% of the estimated public improvement costs) concurrent with the CITY's approval of the plans and specifications for the Public Improvements, as reimbursement for any costs incurred by the CITY for review of this Agreement and all actions undertaken by the CITY in connection with the adoption of this Agreement and the development contemplated thereby; provided, however, DISTRICT shall not be permitted by any provision of Section 3 to generally obligate, in the aggregate, an amount exceeding thirty percent (30%) of the fee paid pursuant to this Section 5(c).

(d) DEVELOPER shall comply with all applicable state statutes and CITY ordinances. DEVELOPER shall further adopt such regulations so as to require compliance by the owner, agent, occupant, or any person acquiring possession, charge or control of any lot or ground within the Development Area, or any part of any lot within the Development Area with the following:

(i) All state statutes and CITY ordinances, including Nebraska Revised Statute Section 16-230 and CITY ordinances enacted pursuant thereto.

(ii) That all such persons cut and clear any part of any buildable lot within the Development Area in its possession, charge or control of all weeds, grass and worthless vegetation which has reached a height of twelve inches (12") or more.

(iii) That such weeds, grass and worthless vegetation be cut as close to ground level as possible and be maintained so that at any time the same does not exceed twelve inches (12") or more above the ground.

(iv) That the cuttings be raked and removed from such premises.

(v) That if any such person fails to comply with these requirements, DEVELOPER shall cause such weeds, grass and worthless vegetation to be cut and assess the costs thereof upon the owner of the affected real estate.

(vi) The name and telephone number of the person designated by the DISTRICT or the DEVELOPER to be contacted in the event that such violation occurs, with such name and telephone number being kept current at all times.

(e) DEVELOPER shall make a contribution to the Park Development Fund in the aggregate amount of thirty-four thousand four hundred ninety one and 00/100th (\$34,491) Dollars, which amount shall be paid prior to the filing of the Cornhusker Creek Final Plat.

(f) Sidewalks along both sides of all public streets shall be constructed by the DEVELOPER, the DISTRICT, or the lot owners in accordance with the following schedule:

(i) Sidewalks shall be constructed immediately abutting built-upon lots as soon as weather permits.

(ii) All sidewalks along outlots shall be constructed with the installation of adjacent streets unless such outlot is required for a water quality basin, then such sidewalks shall be installed upon the later of the water quality basin being completed or the installation of the streets.

(iii) In any event, all sidewalks shall be constructed upon both sides of all public streets within six (6) years of the recording of the subdivision plat.

(g) Except when otherwise specifically prohibited by law, the DISTRICT agrees to annually levy a minimum ad valorem property tax rate of eighty-eight cents (\$0.88) per one hundred dollars (\$100.00) of taxable valuation for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt. If the levy of such a minimum ad valorem property tax rate is specifically prohibited by law, then the DISTRICT agrees to levy the maximum ad valorem property tax rate allowed by law for all tax collection years through the year that all DISTRICT warrants can be paid on a cash basis and/or are converted to bonded debt.

(h) Following the construction of Post-Construction Stormwater Management BMPs, the DISTRICT shall assume the responsibility for maintaining these features. Maintenance of post-construction stormwater management features may be paid from the operating fund of the DISTRICT provided that the maintenance activities are required to maintain the water quality benefits as designed. Routine maintenance, mowing, landscaping, screening or other amenities that do not contribute to water quality shall be maintained and paid for by the DEVELOPER or the ASSOCIATION. Furthermore, upon annexation by the CITY, all maintenance responsibilities for the water quality features and BMPs shall transfer from the DISTRICT to the CITY.

(i) DISTRICT shall take any action necessary to ensure that the boundary of DISTRICT shall match the boundary of the final plat depicted on Exhibit B prior to the execution of this Agreement.

SECTION 6 USE OF SEWER SYSTEM

(a) DISTRICT shall connect its Sewer System to the wastewater sewer systems operated by the CITY pursuant to plans approved by CITY. Additional connections necessary for the Wastewater Sewers or Storm Sewers, or otherwise required by the Public Improvements shall be made in such a manner and by such means as shall be approved by the CITY.

(b) In no event shall the DISTRICT permit any person (i) to connect to or otherwise use the Sewer System; (ii) to connect any part of the Sewer System to any other sewer system (including to the CITY's sewer system or to any outfall sewer or any wastewater or sewage treatment plant lying within the zoning jurisdiction of the CITY), except as may be currently existing (and then only to the extent as may be currently existing) or as may be specifically permitted by this Agreement or the subsequent express written consent of the CITY; or (iii) to make or allow any unlawful or improper discharge into the CITY's sewer system.

(c) At the request of the CITY the DISTRICT shall permit any person to connect to the Sewer System unless then prohibited by the CITY, provided, however, that the DISTRICT shall use reasonable efforts to obtain consent from the CITY for such purposes. Except as provided in Section 6(d), the DISTRICT shall not be required to permit such connection except upon the payment of a duly levied connection fee calculated after giving due consideration to the Costs, maintenance and other investment of the DISTRICT to date in the Sewer System (including a proportionate share of any unrecovered costs, plus accrued interest) and additional design, engineering or maintenance costs, for the outfall line. Such proportionate share shall be determined on a pro rata basis of the contributing design flows to the total outfall design flow, which flows and fees shall be reviewed and approved by the CITY prior to levying said fees.

(d) Notwithstanding any provision in Section 6(c), the DISTRICT shall not charge the CITY nor the owner of such real estate nor place any lien or encumbrance upon any real estate for any connections permitted by CITY to, or any persons use of, the Sewer System as may be necessary in order to permit the discharge of wastewater, sewage or storm water from any areas within the then incorporated limits of the CITY for which the CITY shall, nevertheless, have the right to collect its own fees and charges.

(e) No Sewer System, or connection thereto, allowable pursuant to this Section 6 shall be made unless an appropriate permit is first issued by and obtained from the CITY. The construction, installation and other work related to such connection or Sewer System shall be made in compliance with applicable engineering, design, construction, installation and testing rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over any such work and as otherwise may be reasonably required by the CITY.

(f) Notwithstanding any other provision of this Agreement, the CITY retains the right to immediately require the DISTRICT to disconnect the Sewer System from the CITY's sewer system or to disconnect any user from the Sewer System for any discharge in violation of any rules, regulations, standards, laws and specifications of any governmental agency with jurisdiction over the same or as may otherwise be prohibited by the CITY.

(g) The CITY and the DISTRICT shall enter into an interlocal agreement agreeing to a 50% cost share for the rehabilitation and/or reconstruction of the Landings Lift Station located at 10500 S. 36th Street. The scope of the work shall be determined based upon the CITY'S evaluation of the lift station's existing conditions.

The interior lift station and force main maintenance and operation shall be the responsibility of the DISTRICT. Furthermore, upon annexation by the CITY, all maintenance and operations responsibilities shall transfer from the DISTRICT to the CITY.

SECTION 7 AMENITIES

(a) Installation of decorative street lights, subdivision signs, entrance signs, fencing, related fixtures or landscaping, and the installation of any median, street island, outlot, or common area landscaping and related fixtures shall be paid for by the DEVELOPER. Plans for such proposed improvements must be submitted to the CITY for review and approval prior to the installation of such improvements.

(b) DEVELOPER agrees to be responsible for the permanent and continuous maintenance and upkeep of all landscaped medians, landscaped street islands, and outlots within the area to be developed, including all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, until such time as all of the provisions of Sections 7(c) and 7(d) below are fully complied with. Upon compliance with such provisions, the ASSOCIATION shall be responsible for such maintenance and upkeep and DEVELOPER shall be relieved of responsibility therefor.

(c) DEVELOPER shall file with the Sarpy County Register of Deeds prior to the DEVELOPER'S sale of any lot within the area to be developed, covenants which shall provide that all owners of all lots within the area to be developed, shall be members of the ASSOCIATION and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of the ASSOCIATION.

(d) DEVELOPER shall cause to be incorporated prior to the sale of any lot within the area to be developed, a permanent and continuous lot owners' association (the "ASSOCIATION"). The articles of incorporation and by-laws for such corporation shall provide that all owners of all lots within the area to be developed shall be members of such corporation and shall be subject to the levy and payment of all charges, dues, assessments and special assessments of such corporation. The articles of incorporation and by-laws for such corporation shall further provide that such corporation shall annually establish, levy and collect all charges, dues, and assessments required to pay all expenses in connection with the maintenance and upkeep of all decorative street lights, subdivision signs, entrance signs, fencing, landscaping and related fixtures, and all landscaped medians, landscaped street islands, outlots, and common areas within the area to be developed as hereinafter required, and to pay all other expenses incurred pursuant to the conduct of the business of such corporation. The articles of incorporation and by-laws for such corporation must be submitted to and approved by the CITY prior to execution and filing.

(e) Notwithstanding any provisions herein seemingly to the contrary, the DISTRICT may install decorative streetlights at its cost, but the DEVELOPER shall pay the DISTRICT for the costs of any such decorative streetlights in excess of the costs and charges by the Omaha Public Power District for its regular and standard non-decorative streetlights. Additionally, all replacement, maintenance and upkeep expenses in connection with any such decorative streetlights, in excess of the costs and charges of the Omaha Public Power District for its regular and standard non-decorative streetlights, shall be the responsibility of and paid by the ASSOCIATION.

**SECTION 8
MISCELLANEOUS**

(a) TERMINATION OF AGREEMENT.

(i) This Agreement shall not be terminated except (1) by the written agreement among DEVELOPER, DISTRICT and CITY; or (2) by CITY for any material breach or default by any other PARTY which remains uncured thirty (30) days following notice to the respective PARTY specifying such breach or default ("Notice to Cure"), to be effective as of the date specified in a written Notice of Termination provided, however, that no such Notice to Cure shall be required whenever the breach or default shall recur within 180 days of a Notice to Cure, in which event termination shall be effective as of the date specified in a written Notice of Termination. No termination shall relieve the DISTRICT or the DEVELOPER of any unperformed obligation required as of the effective date of termination nor any liability which may have then accrued, each of which shall survive such termination.

(ii) The provisions of this Section 8 shall survive the expiration or termination of this Agreement.

(b) INDEMNITY. DEVELOPER shall defend, indemnify and hold CITY, its officers, elected officials, employees, agents and assigns harmless from and against any and all claims, judgments, actions, loss, liability, damage or injury of any nature whatsoever, whether under theory of tort, contract or otherwise ("Damages"), which may arise or result from, out of or in connection with (i) any material misrepresentation made by DISTRICT or DEVELOPER in this Agreement, (ii) any breach of any representation or covenant made by DEVELOPER or DISTRICT in this Agreement, (iii) any negligent or other act, error or omission of DEVELOPER or DISTRICT (including any of their respective employees, agents, contractors, subcontractors or other representatives) in furtherance of this Agreement or any other agreement contemplated by this Agreement to be entered into by DEVELOPER or DISTRICT, including the failure to perform or properly perform as may be so required, and (iv) any default in or breach of any provision of this Agreement, including any obligation or responsibility of DEVELOPER or DISTRICT in this Agreement. Notwithstanding the preceding sentence, DEVELOPER's indemnity and related obligations under (ii), (iii) and (iv) thereof in respect to Damages related to DISTRICT's conduct shall apply only in the event that the occurrence giving rise to such obligation shall occur during any period that DEVELOPER, its officers, directors or affiliates shall have, in the aggregate, sufficient voting power to elect a majority of DISTRICT's Board of Trustees; otherwise, between DEVELOPER and DISTRICT, DISTRICT shall be responsible and liable for any such indemnity or related obligation in respect to such Damages, to the extent the same shall arise from, out of, or in connection with DISTRICT's conduct.

(c) ASSIGNMENT. Neither this Agreement nor any obligations hereunder shall be assigned without the express written consent of CITY which may be withheld in CITY's sole discretion.

(d) WAIVER. A waiver by any Party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

For CITY:

City Clerk
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

AND

Public Works Director
City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005

Such addresses may be changed from time to time by notice to all other PARTIES.

(h) NON-DISCRIMINATION. In performing under this Agreement, no PARTY shall discriminate against any persons on account of disability, race, national origin, sex, age, and political or religious affiliations in violation of any applicable laws, rules and regulations of any governmental agency with jurisdiction over any such matter.

(i) MISCELLANEOUS. Unless otherwise specified, all references in this Agreement to Exhibits, numbered paragraphs or Sections shall mean those Exhibits attached to this Agreement, which are incorporated into this Agreement as if fully set out herein, and those numbered paragraphs and Sections of this Agreement.

(j) RECORD DRAWINGS. DEVELOPER shall provide to the City Engineer the final plat of the area to be developed, showing all lots, blocks, and the shape files and PDF files of the water, storm, and sanitary sewer system improvements.

(k) VIOLATIONS. As a result of any violation of this Subdivision Agreement, the CITY shall have the authority, after first giving ten (10) days written notice to the DEVELOPER and/or the DISTRICT, to discontinue the issuance of building and/or sewer or water connection permits for the lots in the DISTRICT, until such time as the violation is corrected.

(l) PERMIT. No building permits shall be issued until after the substantial completion of all required public improvements, or as otherwise authorized by the City Engineer.

[Remainder of Page Left Intentionally Blank; Execution Page Follows.]

IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date and year first above written.

ATTEST:

CITY OF BELLEVUE

By _____

City Clerk

Mayor

Date

APPROVED AS TO FORM:

Attorney for City of Bellevue

ATTEST:

SANITARY & IMPROVEMENT DISTRICT
NO. 379 OF SARPY COUNTY, NEBRASKA

Clerk

By: _____
Chairman Date

Cornhusker Creek, LLC
A Nebraska limited liability company

By: Tim Tran, Manager

Date

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

***16a.
7/16/2024**

COUNCIL MEETING DATE: <u>7-2-24</u>		SUBMITTED BY: Chief Ken Clary	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

First Amendment to School Resource Officer Program MOU with Omaha Public Schools

SYNOPSIS/BACKGROUND:

The Bellevue Police Department recently added the position of Threat Assessment and Reduction School Resource Officer (TAR SRO). The first amendment to the MOU adds the new position while also explaining the responsibilities and duties for the assigned officer. Funding is shared between Bellevue Public Schools, Omaha Public Schools, and the Bellevue Police Department.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approving and signing the MOU.

ATTACHMENTS:

1. <input type="text" value="First Amendment To SRO Program MOU"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING

This First Amendment to School Resource Officer Program Memorandum of Understanding (“First Amendment”) is made this 17 day of June 2024, by and between Douglas County School District 0001 (Omaha Public Schools) (hereinafter referred to as “OPS”) and the City of Bellevue, Nebraska (the “City”) (collectively referred to as “the Parties”), and relates to that School Resource Officer Program Memorandum of Understanding (the “Agreement”) entered into between OPS and the City, effective as of August 1, 2022, regarding the provision of School Resource Officer services provided by the City to certain schools within OPS District.

WHEREAS the Parties desire to amend the Agreement in order to add a position to be provided by the City to certain schools within OPS District. This First Amendment will add the position of Threat Assessment and Reduction School Resource Officer (“TAR SRO”), outline the responsibilities and duties of said position, payment of said position, and other related terms.

NOW THEREFORE, the Parties hereby agree as follows:

1. That Section 1 of the Agreement, titled “**PURPOSE OF AGREEMENT**” shall be amended to read as follows:

The Purpose of this agreement is for the City to provide the following School Resource Officer (“SRO”) services to certain schools, specifically listed below, within OPS District (“OPS Schools”):

- a. The City will assign one SRO to Bryan Middle School;
- b. The City will assign one SRO to Bryan High School; and,
- c. The City will assign one TAR SRO that will cover all OPS schools that are located within the City of Bellevue.

The SRO will be a uniformed police officer and will work with the school principal of the school(s) that they are assigned to provide alcohol and drug education, maintain peaceful campus environment, selectively become involved in mutually agreed upon instructional topics, and take appropriate action regarding on-campus or school-related unlawful activity.

2. That Subsection 2.2 of Section 2 of the Agreement, titled “**TERM**” shall be amended to read as follows:

2.2 The City shall provide one SRO for Bryan High School and one SRO for Bryan Middle School. The City shall also provide one TAR SRO that will cover all OPS Schools that are located within the City of Bellevue. The Parties acknowledge that the TAR SRO will also provide services to certain schools within the Bellevue Public School District (“BPS Schools”). The method of

scheduling and division of time of the TAR SRO between BPS and OPS schools it outlined herein in Section 7.2 of this First Amendment. OPS shall provide the City a school calendar on or before June 1st of each year.

3. That Section 5 of the Agreement, titled “**SCHOOL RESOURCE OFFICER RESPONSIBILITIES**” shall be amended to add the following three (3) subsections:

5.15 Provide informational training programs to OPS security and school staff on issues related to conflict de-escalation techniques, teenage brain development, adolescent behavior, trauma-informed responses, adolescent mental health, preventing violence in school settings, and other related areas.

5.16 The TAR SRO will provide threat assessment and reduction services to OPS Schools. This includes responding to OPS Schools to conduct threat assessments, assisting with students who are having a mental health crisis, and conducting follow-up meetings with students and families.

5.17 The TAR SRO may invite schools counselors, social workers, and/or contracted mental health professionals for meetings held with students and their families when conducting threat assessment and reduction services.

4. That Section 6 of the Agreement, titled “**PAYMENT FOR SERVICES**” shall be amended to read as follows:

6.1 The School District shall compensate the City for each SRO identified in Section 1(a) and 1(b) of this First Amendment at an annual rate of \$52,621.92 for the first year, and \$53,674.36 for the second year, and \$54,747.85 for the third year. This rate is based on the annual salary for a Bellevue Police Officer at step 8 of the Bellevue Police Officers Association (“BPOA”) wage schedule and the annual increase is due to a typical 2% BPOA contract pay increase.

6.2 The School District will additionally pay one-third (1/3) of the wages and training costs of the TAR SRO, identified in section 1(c) of this First Amendment, per year. The TAR SRO’s wages will be that of a step four (4) police officer’s yearly base salary pursuant to the wage schedule of BPOA. In the event a grant is obtained by any party to assist in covering the costs of the TAR SRO wages and training, each of the Parties would still be responsible for (1/3) of the remaining balance after application of grant funds.

6.3 The Parties agree that the TAR SRO, identified in section 1(c) of this First Amendment, will receive specialized mental health training. All training received by the TAR SRO will be agreed upon by BPD, BPS, and OPS. BPS will pay one-third (1/3) of the training costs for the TAR SRO per year.

6.4 The City shall be responsible for the SRO's compensation on days when the schools are in session and the Officer is not at their assignment, unless the SRO's absence is due to attending an off-campus activity at the school's request.

6.5 The City shall be responsible for the SRO's compensation on all holidays, vacation days, compensatory days or sick leave days.

6.6 Payment from OPS to the City will be made once per calendar year, upon receipt of an invoice from the City, which shall be provided not prior to July 1 of each year, and must be provided by July 31 of each year, until this Agreement expires.

6.7 The City agrees to pay all other SRO costs, including training and certification for each SRO identified in Section 1(a) and 1(b) of this First Amendment, unless written agreement is made with the City and the School District for training that is directly related to the SRO's function within the school environment.

6.8 All other work assignments where OPS requests SRO presence (i.e. sports events, parent/teacher conferences, etc.) will be contracted separately as secondary employment and paid directly to the SRO by OPS. All secondary employment is subject to prior approval by the officer's BPD supervisor.

5. That Section 7 of the Agreement, titled "**TIME AND PLACE OF PERFORMANCE**" shall be amended to read as follows:

7.1 The City will ensure that the SROs referenced in Section 1(a) and 1(b) of this First Amendment will be on the campus of Bryan High School and Bryan Middle School each day that school is in session at a time of 15 minutes prior to the start of classes and until 15 minutes after classes are dismissed. The SRO's activities will be restricted to their assigned school campus except for:

7.1.1 Follow-up home visits when needed as a result of school-related problems.

7.1.2 School-related off-campus activities when the principal requests Officer participation and it is approved by the City.

7.1.3 Response to off-campus, but school-related, criminal activity.

7.1.4 Response to off-campus emergency law enforcement needs.

7.1.5 Appearances in court *or* other similar required activities.

7.2 The Parties recognize that in addition to OPS Schools, the TAR SRO referenced in Section 1(c) of this First Amendment will also provide service to BPS Schools. The Parties further recognize that given the nature of cases and incidents that the TAR SRO will be responding to in providing threat assessment and reduction services, the City is prevented from setting a definitive schedule of locations and times for the TAR SRO to follow. The TAR SRO will provide services to BPS Schools and OPS Schools as equally as possible while still maintaining flexibility to respond to each school as needed. BPD will provide monthly documentation to BPS and OPS to show the students and schools that the TAR SRO provided services to in the respective month. Any changes to this method of scheduling for the TAR SRO shall be mutually agreed upon in writing between the City, BPS, and OPS. If the TAR SRO is not available due to leave or training, no replacement will be provided.

7.4 The TAR SRO will act as a rover for both BPS Schools and OPS Schools when not engaged in threat assessment and reduction services. During the time that the TAR SRO is not engaged in threat assessment and reduction services or acting as a rover for BPS and OPS Schools, the officer is subject to other assignments as determined by BPD.

7.5 The TAR SRO will continue regular follow-up meetings with the students and their families during the summer season when school is not in session.

7.6 Regular working hours may be adjusted on a situational basis by OPS with the consent of the officer's BPD supervisor. These adjustments should be approved prior to being required and should be to cover activities that are a normal part of the scheduled school day, requiring the presence of a law enforcement officer.

6. That Subsection 8.1 of Section 8 of the Agreement, titled "**OMAHA PUBLIC SCHOOL RESPONSIBILITIES**" shall be amended to read as follows:

8.1 OPS will provide the SRO, as identified in sections 1(a) and 1(b) of this First Amendment, with an office to be used by the SRO alone which can be locked and access to such equipment as is necessary at the assigned school. The TAR SRO, as identified in section 1(c) of this Agreement, will be housed at a school that is mutually agreed upon by BPD, BPS, and OPS. In the event

the TAR SRO is housed at an OPS School, OPS will provide the TAR SRO with access to an office and such equipment, as described herein, as is necessary at the OPS School. This equipment shall include access, but not be limited to, a telephone, fax, copier, filing cabinet capable of being secured, and to provide a computer and secretarial assistance.

7. That except as expressly amended herein, the terms and conditions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed First Amendment to the Agreement on this 17 day of June 2024.

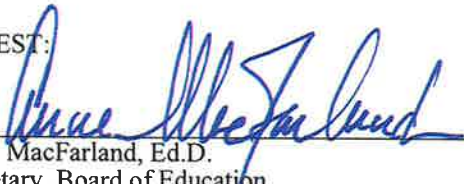


Spencer Head
President, Board of Education
Douglas County School District 001

Date

6/17/24

ATTEST:



Anne MacFarland, Ed.D.
Secretary, Board of Education
Douglas County School District 001

6/17/24
Date

Honorable Rusty Hike, Mayor
City of Bellevue

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 7/16/24		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Amendment extending the 2022 CDBG Subrecipient Agreement with the Housing Foundation for Sarpy County (HFSC) for the Housing Development Director Assistance project.

SYNOPSIS/BACKGROUND:

The City of Bellevue executed a CDBG subrecipient agreement with HFSC for the Housing Development Director Assistance project on July 18, 2023, as outlined in the 2022 Action Plan with the Time of Performance expiring one-year from the date of execution. The project received \$40,000.00, and has a balance of \$18,545.44 remaining. HFSC has requested an extension of the agreement to retain use of the funds for the approved activities. The subrecipient agreements allows for a one-year extension upon request and with proper documentation. Staff recommends approval of the extension and will assist HFSC to complete the project in accordance with HUD regulations.

FISCAL IMPACT: 18,545.44 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: Yes, From HUD

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Amendment to the 2022 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 7/17/2024 CONTRACT TERM: 12 months CONTRACT END DATE: 7/16/2025

PROJECT NAME: HFSC Housing Development Director Assistance

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192306 ACCOUNT NUMBER: 60/1903/192306/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the amendment extending the CDBG subrecipient agreement with the Housing Foundation for Sarpy County

ATTACHMENTS:

1. Extension Request - HFSC	2. B-22 Subrecipient Agreement	3. B-22 Agreement Amendment
4.	5.	6.

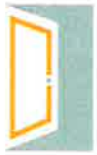
SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





**Housing
Foundation for
Sarpy County**

8214 Armstrong Circle
Bellevue, NE 68147

July 8, 2024

City of Bellevue
Attn: Abby Highland
1500 Wall Street
Bellevue, NE 68005

Re: Expiring FY-22 CDBG Grant Agreement

Ms. Highland,

HFSC would like to request an extension on our 2022 grant for Housing Development Capacity Building Assistance expiring on July 17.

Hiring for the role took longer than expected as it became a more complicated search than was anticipated. The grant is funding a current contract with our Workforce Housing Director, Brian Thomas. He has seen great success in the role. His current contract term ends at the end of August 2024. The grant will be fully expended at that time.

Thank you for the consideration and the partnership in this project.

Respectfully,

A handwritten signature in blue ink that reads "Carolyn Pospisil".

Carolyn Pospisil
Executive Director

**FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HOUSING FOUNDATION FOR SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-22-MC-31-0003**

THIS FIRST AMENDMENT TO THE SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this ____ day of ___, 20__ by and between the subrecipient HOUSING FOUNDATION FOR SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-22-MC-31-0003 HUD contract in the amount of \$40,000.00 for assistance to support the employment of a Housing Development Director; and

WHEREAS, the Parties desire to amend the Agreement to extend the term thereof, update the Timeliness and Time of Performance by the SUBRECIPIENT to the GRANTEE, and to otherwise modify the Agreement as provided for herein; and

WHEREAS, the Parties therefore intend that the terms of the Agreement shall be so modified; and

WHEREAS, that all other terms and conditions of the Agreement, except to the extent expressly amended herein, shall remain in full force and effect.

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

AGREEMENT AMENDMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed and acknowledged, the Parties agree that the Agreement shall be amended as follows:

A. SCOPE OF SERVICE.

1. Time of Performance. The time of performance of this Agreement is hereby extended and will remain in effect through July 17, 2025.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.


1. Timeliness. Funding allocated as part of this agreement must be expended by July 17, 2025. Any remaining balance following the expiration of this agreement shall be eligible for reallocation by the GRANTEE.

Rusty Hike, Mayor
City of Bellevue, Nebraska



Autumn Sky Burns, President
Housing Foundation for Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska



Carolyn Pospisil, Executive Director
Housing Foundation for Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

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

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

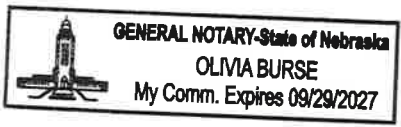
WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires: 9-29-27

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



The above and foregoing instrument was acknowledged before me this 8 day of July, 2024 by Autumn Sky Burns, President, Housing Foundation for Sarpy County, on behalf of the organization.

My Commission Expires:
9-29-27



NOTARY PUBLIC

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HOUSING FOUNDATION FOR SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-22-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 18th day of July, 2023 by and between the subrecipient HOUSING FOUNDATION FOR SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

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

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-22-MC-31-0003 HUD contract in the amount of \$40,000.00 for assistance to support the employment of a Housing Development Director; and

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

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$40,000.00 from the B-22-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing assistance to support the employment of a housing development director whose primary duties will be to build relationships with potential partners and garner support for affordable housing all within Bellevue city limits which is eligible under 24 CFR 570.201(p) Non-Profit Organization Capacity Building and Technical Assistance. Such program will include the following activities eligible under the CDBG program:

- a. Program Delivery. To provide assistance to support the employment of a Housing Development Director assistant to increase development capacity as outlined in the 2022 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
- i. Develop a job description and classification, performance objectives and review requirements, and timeline for completion of objectives.
 - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
 - iii. Prepare reports documenting accomplishments of primary duties and the development of affordable housing as a result of those efforts.

- b. Income Benefit Goals. It is anticipated that the program will provide assistance to one non-profit organization for the employment of 1 person to develop affordable housing within Bellevue city limits.
 - c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income housing benefit with assistance to one organization which will undertake activities to provide or improve affordable housing for low- and moderate-income households within the Bellevue city limits.
 - i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
- a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.
 - b. Copies of all prepared documents and reports pertaining to the primary duties of any position receiving CDBG financial assistance.
 - c. Timecard reporting for hours per project for positions utilizing CDBG financial assistance.
 - d. Update on the expenditure of funding as well as a timeline for expenditure update.
 - e. ~~Any additional funds leveraged with CDBG funding.~~
 - f. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.
3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project.
4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.
5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution, or twelve (12) months from August 1, 2023, whichever occurs earlier.
6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e., mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$40,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.
2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken, including compliance with standards for technical assistance in 24 CFR 570.201(p);
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
 - c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI), formerly known as the DUNS number, registered in the System for Award Management (SAM) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.
4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

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

9. Contracting.

- a. ~~The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.~~
- b. Subcontracts
 - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov) and maintain a City of Bellevue

contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

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

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

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement or twelve (12) months from August 1, 2023, whichever occurs earlier. The agreement may be eligible for one extension for one additional year.

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

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the

foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
- i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such

amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

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

out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

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

- i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

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

- vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Conduct.

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

grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

E. UNIFORM ADMINISTRATIVE REQUIREMENTS.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. **Cost Principles.** The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. **Audits.** The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. INSURANCE REQUIREMENTS.

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

G. AGREEMENT MODIFICATIONS.

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

H. REVERSION OF ASSETS.

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

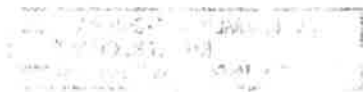
I. SUSPENSION OR TERMINATION OF AGREEMENT.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
 - a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
 - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
 - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. NOTICES.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
 - a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
 - b. To SUBRECIPIENT: President, Board of Directors
Housing Foundation for Sarpy County
8214 Armstrong Circle
Bellevue, NE 68005

c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005



Rusty Hike
Rusty Hike, Mayor
City of Bellevue, Nebraska

Autumn Sky Burns
Autumn Sky Burns, President
Housing Foundation for Sarpy County

Rich Severson
Rich Severson, Finance Director
City of Bellevue, Nebraska

Carolyn Pospisil
Carolyn Pospisil, Executive Director
Housing Foundation for Sarpy County

ATTEST:
Susan Kluthe
Susan Kluthe, City Clerk
City of Bellevue, NE



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

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

WITNESS my hand and official seal.

Signature: Kristi K Craft
(Affix Notarial Seal)



My Commission Expires: 11/30/25

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

The above and foregoing instrument was acknowledged before me this 11 day of July, 2023 by Autumn Sky Burns, President, Housing Foundation for Sarpy County, on behalf of the organization.

My Commission Expires:
11/30/25

Kristi K Craft
NOTARY PUBLIC



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
7/16/2024

COUNCIL MEETING DATE: July 16, 2024		SUBMITTED BY: Epiphany Ramos, Wastewater	
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 Cured-in-Place-Pipe Rehabilitation

SYNOPSIS/BACKGROUND:

Recommend approval of Hydro Kleen proposal for \$44,954.87, and Johnson Service Company proposal for \$26,250.00 for the cured in place pipe (CIPP) rehabilitation of sanitary sewer mainlines on 27th Ave. and 24th Ave. These are two different types of products used in pipelining of which the City will field test and evaluate the safety of each product as relates to public health and environment, the structural differences, and the service disruption and installation timelines.

FISCAL IMPACT: \$71,204.87 BUDGETED FUNDS: \$160,000.00 CIP WW24(4) YES GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="checkbox"/>	COUNTER-PARTY: <input type="checkbox"/>	INTERLOCAL AGREEMENT: <input type="checkbox"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="checkbox"/>		
CIP PROJECT NAME: 24 (4) CIPP PIPELINE REHAB	CIP PROJECT NUMBER: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRUBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: 20-00-7000	

RECOMMENDATION:

ATTACHMENTS:

- | | | |
|--------------------------|--------------------------------------|-------------------------------------|
| 1. CIPP FIELD TEST MEMO | 2. JOHNSON SERVICE COMPANY SUBMITTAL | 3. JOHNSON SERVICE COMPANY PROPOSAL |
| 4. HYDRO KLEEN SUBMITTAL | 5. HYDRO KLEEN PROPOSAL | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Alimma Bortilla
[Signature]
[Signature]



Hydro-Klean, LLC
 333 NW 49th Place
 Des Moines, IA, 50313
 Phone: 515-283-0500

Quote

Quote Nbr.: PQ001593
Order Date: 06/17/2024
Valid Until: 09/15/2024
Sales Person: Jennifer Olps
Customer ID: 108658
Payment Terms:

Job Site:
 City of Bellevue
 1500 Wall Street
 Bellevue NE 68005
 United States of America

Bill to:
 City of Bellevue
 1500 Wall Street
 Bellevue NE 68005
 United States of America

Job Description

Projected probable project cost to perform the following tasks on a unit cost basis: Variations in the work scope will require execution of a change order.

INCLUSIONS:

- Price is based on one mobilization
- Pre Lining Video Inspection
- Post Lining Video Inspection
- Hydro Jet pipe cleaning

EXCLUSIONS:

- Repair of possible Hydro Jetting damage
- Collapsed Line Repair/Cost
- Excavation of piping, structure, etc.
- Grouting if necessary

OTHERS TO PROVIDE:

- Job site water supply
- Traffic control

Due to the unknown conditions within the existing pipe, any damage to, or loss of CCTV equipment or lining equipment, as well as excavation or other necessary work to retrieve said equipment, will be billed as an additional charge to the customer.

REMARKS: This proposal is valid for 30 days. 40% of the project total will be invoiced on the date of Purchase Order to account for the project specific liner material costs. This project materials invoice will be due net 30. Remaining 60% balance of the project will be invoiced on date of project completion and will also be due net 30.

RESC. QTY.	ITEM	QTY.	UOM	PRICE	Amount
	Mobilization	1.0000	EACH	4,625.7700	4,625.77
	Prep Work	334.0000	FOOT	14.2500	4,759.50
	8" UV Lining	334.0000	FOOT	104.4000	34,869.60
	Reinstatements	14.0000	EACH	50.0000	700.00

***NOTE: Quote does not include any applicable taxes**

Prepared By:	Jennifer Olps	Accepted By:	*Quote Total: 44,954.87
Approved By:	Michael Ingham	Date:	_____
		PO#:	_____



PO Box 1065
 Kearney, NE 68848
 (308) 237-6651 / (308) 440-8464
 bretm@midlandscontracting.com

Estimate

ESTIMATE#	1045848923
DATE	06/17/2024
PO#	BELL70

CUSTOMER

CITY OF BELLEVUE
 8902 Cedar Island Rd
 Bellevue Nebraska 68147
 (402) 293-3135

SERVICE LOCATION

8902 Cedar Island Rd
 Bellevue Nebraska 68147
 epiphany.ramos@bellevue.net

DESCRIPTION 2024 CIPP Field Test - Sewer Main #26767

Estimate

Description	Qty	Rate	Total
Mobilization (LS)	1.00	8,500.00	8,500.00
8" CIPP (LF) Total LF based on Sarpy County GIS Data	375.00	36.00	13,500.00
Service Reinstatement (EA) Total Reinstatements based on 2023 CCTV work provided by City.	16.00	125.00	2,000.00
Concrete Grinding / Sewer Snake Removal Prior to CIPP (LS)	1.00	2,250.00	2,250.00

CUSTOMER MESSAGE

Clarifications:
 -Prices are valid for 90 days.
 -We do not include any bonds/permits/fees in our proposal. If needed, add 1% to total price.
 -Work will be scheduled in the 2024 budget year – timing will be based on our workload at time of acceptance.
 -City shall provide water for jetting and a waste disposal site.
 -Pre and Post CCTV work is included in our proposal.
 -Basic signs and cones provided for traffic control. Any further measures to be provided by city.
 -City shall provide access to all manholes for our equipment.
 -CIPP liner shall be designed based on ASTM F1216 and carry a 100-year design life.

Estimate Total:

\$26,250.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
7/16/2024

COUNCIL MEETING DATE: July 16, 2024		SUBMITTED BY: Epiphany Ramos - Wastewater 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:

2024 GIS Updates and Field Confirmation for Sewershed K, Sanitary Sewer

SYNOPSIS/BACKGROUND:

The City has worked to improve their GIS asset inventory for sanitary sewers and structures over the last five years. Taking an approach annually to evaluate each sewershed with a focus on data accuracy, analysis, and updates needed, the City budgets and completes this work based on sewersheds where a gap analysis has shown data deficiencies. In 2024 the City has determined the focus of our GIS Update work will be approximately 54 miles of sanitary sewers located generally bounded by Camp Gifford Rd to the north, Papillion Creek to the south, the Missouri river to the east, and Lincoln Rd to the west. We call this area "sewershed k" which discharges into the City of Omaha's Paillion Creek interceptor just west of the WWTP. RJN will work with a project team that consists of the City of Bellevue and Sarpy Co IT to execute the proposal.

FISCAL IMPACT: \$126,600.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: FUND 20-GL6034

RECOMMENDATION:

For the City to approve and authorize the Mayor to sign the March 15, 2024 proposal between RJN Group and the City of Bellevue for a the work stated as 2024 GIS Updates and Field Confirmation, for a price not to exceed of \$126,000.00

ATTACHMENTS:

1. RJN Proposal 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Epiphany Ramos
[Signature]



Engineering
Infrastructure for
Tomorrow

www.rjn.com

March 15, 2024

Ms. Epiphany Ramos
Wastewater Operations Manager
City of Bellevue
8902 Cedar Island Road
Bellevue, Nebraska 60147

Subject: Proposal for (2024 GIS Updates and Field Confirmation) - Sewershed K

Dear Ms. Ramos:

RJN Group, Inc. is pleased to submit this proposal to the City of Bellevue (City) for evaluating and updating the City's Geographic Information System (GIS) inventory in Sewershed K, and collecting sub centimeter GPS points of sanitary manholes in Sewershed K.

Key Project Goals and Objectives

Since 2021, RJN has worked with the City of Bellevue to improve their GIS asset inventory of sanitary structures and sewers. The Sarpy County GIS Department manages the GIS for the City. The sewer layers are built using the ESRI Local Government Data Model. The City has their collection system mapped in GIS; however, much of the data in the system is legacy data that was converted from past AutoCAD and paper maps. The City uses GIS for incorporation into their asset management, work order management, and hydraulic models, so it is critical for the spatial and attribute information to be accurate. RJN's work started in the Whitted Creek area with a GIS gap analysis project, including the incorporation of data from plans and as-builts, as well as field confirmations. This process has been implemented in other Bellevue sewersheds, and is now proposed to be applied to Sewershed K.

Sewershed K is the area upstream of the proposed RJN Flow Meter Site K, which is located just east of Harlan Lewis Road, and just north of Papillion Creek as shown in the attached exhibit. This area includes approximately 54 miles of sanitary sewers in an area of approximately 4.61 square miles. It is generally bounded by Camp Gifford Road to the north, Papillion Creek to the south, the Missouri River to the east, and Lincoln Road to the west. A small area west of Lincoln Road, and North of Offutt Air Force Base is also included. Sewershed K discharges into the City of Omaha's Papillion Creek interceptor just west of Omaha's Papillion Creek Wastewater Treatment Plant.

The City previously had inspection and mapping work performed in Sewershed K by another firm in 2017. However, there is some uncertainty about the quality of the previously collected data and whether it was all incorporated into GIS accurately. As Sewershed K includes the downtown area, and some additional areas that have planned development or redevelopment, an increased level of confidence in the sewer assets is warranted.

At the beginning of this project, RJN will consult with the City to determine what as-built drawings or other historical information may be available to help fill in the data gaps or clear up discrepancies before field work begins. If drawings or other information is available, RJN will get these resources from the City, review, and update the GIS as appropriate. A total of 40 hours of GIS time is included in this proposal for this phase of the study. Once this initial portion of the project is complete, RJN will begin field work to collect sub-centimeter GPS points, depth measurements, along with connected pipe materials, diameters, and elevations for structures and pipes in sewershed K currently missing this information in GIS (estimated quantity: 620 structures). RJN will also collect sub-centimeter GPS points, depth measurements, and connected pipe material, diameter, and elevation for approximately 10 percent of the structures in sewershed K that already have this information in GIS to QC the existing data (estimated quantity for QC: 60 structures).

As data is collected in the field, RJN will incorporate these updates into GIS. A file geodatabase with the updated GIS will be sent to Sarpy County GIS at the conclusion of the project, or at set intervals during the project agreed upon by RJN, the City, and the County GIS Department.

Assuring Quality and Safety

RJN is committed to providing **quality** deliverables. The data, analysis, and recommendations provided by RJN will be used to make decisions going forward by the City. RJN's use of electronic forms for data collection with standardized entry and error trapping, the use of QC tools in our in-house data management software, as well as our corporate training and QC processes in place will ensure that results and recommendations will provide value for planning, maintenance, and operations of the system.

As an employee-owned firm, RJN's commitment to the **safety** of our employees, City staff, and the public is paramount. RJN demonstrates that commitment to safety in our internally developed and audited safety program where our goal is to have all field staff, engineers, and project managers "RJN Safety Certified." Included in the certification is confined-space entry training, temporary traffic control training, OSHA 10-hour certification, fall protection training, and many more.

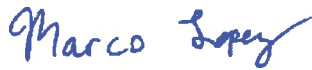
Price and Schedule Summary

This project will be invoiced on a Unit Pricing & Time and Materials Basis for a total not-to-exceed fee of \$126,600. The project is expected to be completed by the end of 2024. Complete Scope of Services, Pricing, Schedules, and Maps are provided in the following exhibits:

- Exhibit A – Scope of Services
- Exhibit B – Pricing
- Exhibit C – Schedule
- Exhibit D – Sewershed Map

We are looking forward to the opportunity to continue work with the City of Bellevue on this important project. It is our pleasure to submit this proposal to you. Please feel free to contact Marco at 224.612.3042 if you would like to discuss this proposal or have any questions.

Sincerely,



Marco Lopez
GIS Specialist



Karol G. Giokas, PE
Senior Project Manager



EXHIBIT A SCOPE OF SERVICES

RJN is proposing the following scope of services to conduct 2024 GIS Updates and Field Confirmation - Sewershed K for the City of Bellevue.

GIS Services

1. **Kickoff Virtual Meeting**
 - a. Meet virtually with City's Wastewater Department and the Sarpy County GIS Department to discuss the overall goals and expectations of the project, and additional resources available for review.
2. **Preliminary GIS Updates**
 - a. Complete updates to the geometry/connectivity of structures and sewers in GIS using as-built drawings provided by City. Attributes will not be updated based on as-built drawings, as this information will be collected in the field.
 - b. Determine the list of structures to QC in the field. This will be approximately 10 percent of structures with existing rim and invert elevation data in.
3. **Project Status Meetings**
 - a. Conduct periodic meetings with City and County to discuss status of preliminary GIS updates, field work, and GIS updates resulting from collected data
4. **GIS Updates**
 - a. Use data collected by RJN field crews to update the location of structures and sewers in GIS, as well as the attributes listed below.
 - b. Update pipe attribute data:
 - i. Flow direction
 - ii. Diameter
 - iii. Material
 - iv. Upstream and downstream invert elevations
 - c. Update structure attribute data:
 - i. Depth
 - ii. Rim elevation
 - iii. Invert elevation
 - iv. Wall material
 - v. Location (latitude and longitude)
5. **Summary Deliverables**
 - a. Summarize the work completed and recommend next steps to collect missing data in a Summary Memorandum for the City.



- b. Provide updated GIS geodatabase to the Sarpy County GIS Department for incorporation and updating.
- c. Provide summary of changes made and list of new structures for the County's use in updating the GIS.

6. Project Management

- a. Provide project management services including invoicing, scope, schedule, and fee tracking, and closeout services.
- b. Conduct virtual meetings as necessary.

Field Services

1. Survey Grade GPS and Structure Data Collection

- a. Collect survey grade (sub-centimeter) X, Y, and Z coordinates of structures identified during the initial GIS review.
- b. The GIS mapping will be delivered in the horizontal coordinate system NAD 1983 StatePlane Nebraska and the vertical coordinate system NAVD 1988. Control/localization points shall be occupied as a quality control check, relocalization/recalibration on those points may be necessary. GPS metadata including longitude/latitude and post-processed horizontal accuracy will also be included.
- c. Structures will be opened, and structure depth, wall material and connected pipe data (connected structure, pipe depth, pipe diameter, and pipe material) will be collected from the surface as able.
- d. Two photos of the structure: area and topside (with north up)

2. Difficult Survey Grade GPS and Structure Data Collection

- a. Structures requiring more effort, for example more than 15 minutes to collect a GPS point and data for that structure, difficult to access, require a remote inspection, etc.
 - i. Data collected will be the same as the standard Survey Grade GPS and Structure Data Collection task described above.

Items Requested from the City

- 1. Assistance in coordinating with the Sarpy County GIS Department in obtaining the City sanitary geodatabases and background GIS information.
- 2. As-built drawings, historical atlases, and other information for review to update GIS.
- 3. Assistance with traffic control and lane closures where necessary.
- 4. Assistance locating and/or accessing structures.





EXHIBIT B PRICING

Pricing for the GIS Updates and Field Confirmation - Sewershed K project is as follows:

Estimated Pricing

Pricing Terms for Invoicing: Time & Materials, Unit Billing

Not-To-Exceed Total Cost: \$126,600

Task	Description	Units	Unit Cost	Cost
GIS Updates and PM				
1000	Kickoff Virtual Meeting			\$ 2,300
2000	Preliminary GIS Updates			\$ 5,700
3000	Project Status Meetings			\$ 4,000
4000	GIS Updates from Field Collected Data			\$ 18,000
5000	Summary Deliverables			\$ 1,500
9000	Project Management			\$ 7,500
GIS Updates and PM Subtotal				\$ 39,000
Field Data Collection				
6000	Survey Grade GPS and Structure Data Collection	550	\$ 125	\$ 68,750
6100	Difficult Survey Grade GPS and Structure Data Collection	130	\$ 145	\$ 18,850
Field Data Collection Subtotal				\$ 87,600
Total				\$ 126,600

Notes:

- Rates are valid through December 31, 2024.
- If the structure is unable to be accessed or located, the City will be charged for 50% of the unit rate. If the structure is made accessible, and RJN is able to complete the structure data collection, the City will be charged for the remaining 50% of the unit rate.
- RJN vehicle use will be billed at \$2/mile.
- Direct expenses will be billed at cost plus 10%.

Hourly Rate Schedule

	Classification	2024 Rates*
PD	Project Director	\$260.00
SPM	Senior Project Manager	\$230.00
PM	Project Manager	\$195.00
SCM	Sr. Construction Manager	\$180.00
CM	Construction Manager	\$165.00
CO	Construction Observer	\$145.00
SPE	Senior Project Engineer	\$165.00
PE	Project Engineer	\$150.00
EI	Engineer I	\$135.00
GSS	GIS Specialist	\$130.00
GIS	GIS Analyst	\$115.00
SDA	Senior Data Analyst	\$130.00
DA	Data Analyst	\$110.00
FM	Field Manager	\$115.00
FS	Field Supervisor	\$105.00
FT	Field Technician	\$95.00
AS	Administrative Support	\$105.00
	<i>*Rates valid through 12/31/2024.</i>	

Contract Option

This contract can be amended to include additional work upon joint approval by the City and RJN.



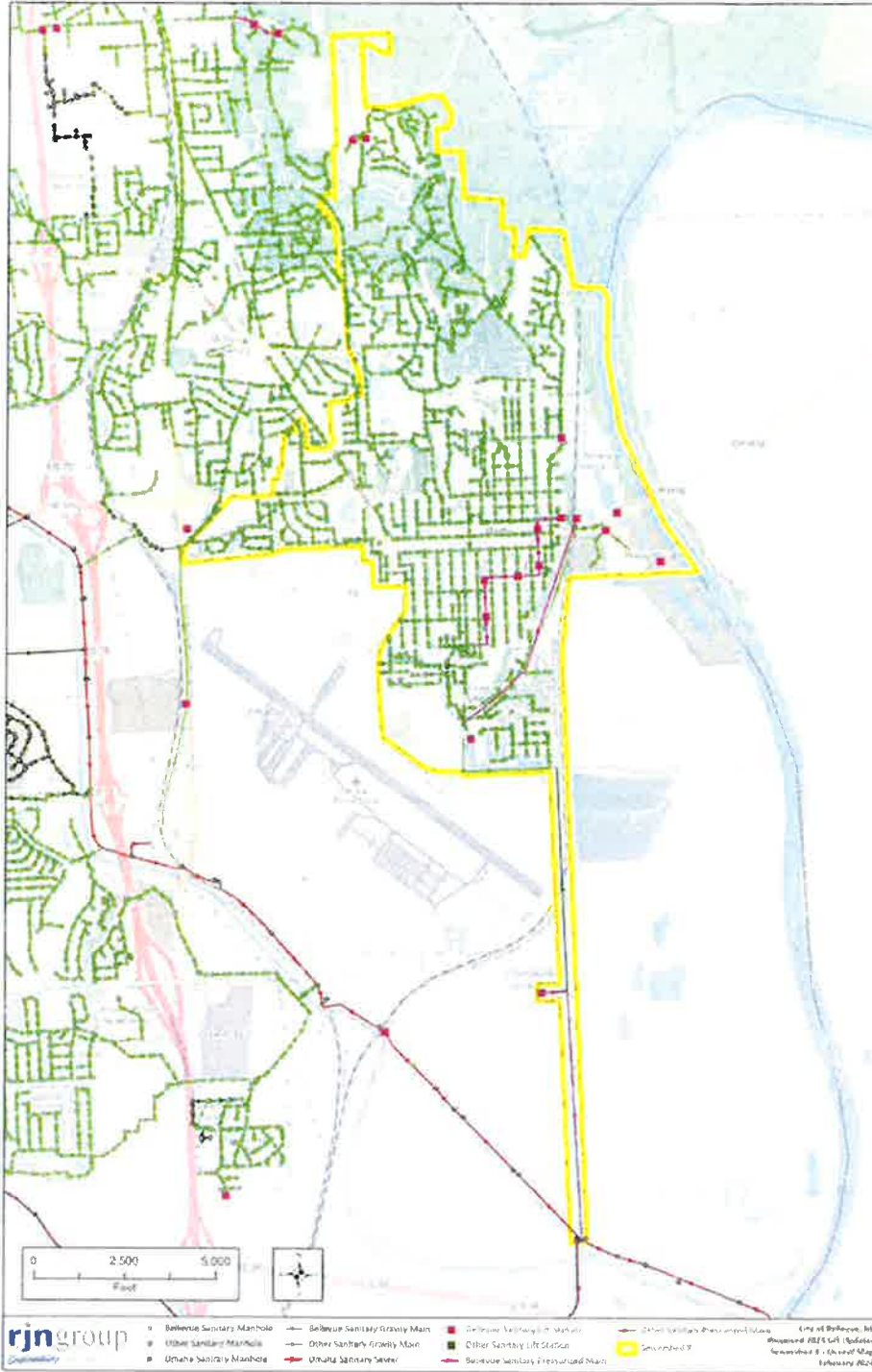
EXHIBIT C PROPOSED SCHEDULE

RJN is prepared to start work immediately upon an Agreement.

Task	Timeline
Kickoff Meeting	Within three weeks of an agreement
Project Status Meetings	First Project Status Meeting within one month of Kickoff Meeting
Field Work	Field Work to start within 2 weeks following first Project Status Meeting. Field Work to be completed within 3 months of starting.
Summary Deliverables	Within two months of field work completion



EXHIBIT D BASIN MAP



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
7/16/2024

COUNCIL MEETING DATE: July 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:

Purchase Replacement of two Heat Pumps for 1510 Wall Street building.

SYNOPSIS/BACKGROUND:

MMC Contractors to disassemble and lower heat pump out of ceiling. Dispose of old equipment. Purchase replacement Daikin 1-ton heat pump. Replace hoses with new. Disconnect and reconnect controls and electrical, Reassemble ceiling grid and clean up. Start up and check operation.

FISCAL IMPACT: \$19,036.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="checkbox"/>	COUNTER-PARTY: MMC Contractors	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 NUMBER: <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: 10-13-6298	

RECOMMENDATION:

Approve purchase of two heat pumps for 1510 Wall St. building.

ATTACHMENTS:

- | | | |
|---------------------|----|----|
| 1. Project Proposal | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Jimmy Penfeller
[Signature]
[Signature]



9751 S. 142nd Street
Omaha, NE 68138
402-861-0681

City of Bellevue

Proposed Project Agreement City of Bellevue - HP Replacements

Date:
6/28/2024

Proposal Number:
P07265

Prepared for:
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Prepared by:
Brian Feyerherm
402-616-6921
bfeyerherm@mmccontractors.com



PROJECT PROPOSAL

Company

MMC Contractors
9751 S. 142nd St
Omaha, NE 68138

Date: 6/28/2024
Proposal #: P07265

Bill To:

City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Tracy Niemier

Agreement Location:

City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Tracy Niemier

tracy.niemier@bellevue.net

tracy.niemier@bellevue.net

We are pleased to offer our proposal for this project. Our proposal is based upon the site and system examination, material, labor costs, subcontractor costs, and permit fees.

Scope of Work:

SCOPE 1 – Unit 2014 (S# W13F09560):

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

SCOPE 2 – Unit 2017(S# W13F09628):

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

Our proposal is also based on the following exclusions:

1. Any work outside of the above-described scope.
2. Duct liner.
3. Drywall / Ceiling work including removal, replacement, patching and painting.
4. Refrigerant monitoring system.
5. Temperature controls, low voltage wiring or building automation system work.
6. Overtime or shift work.
7. Allowances or contingency
8. Bond Premium – add 1% for performance and payment bond if required

MMC CONTRACTORS price for SCOPE above is \$19,036.00

Our price is guaranteed for (30) days from the date of this proposal.

WARRANTY: Our warranty on work performed is one (1) year, parts and labor.

TERMS OF PAYMENT: NET 30. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.

Signature Page

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Contractor

Brian Feyerherm

Signature (Authorized Representative)

Brian Feyerherm

Name (Print/ Type)

402-616-6921

Phone

6/28/2024

Date

Customer

David Goedeke

Signature (Authorized Representative)

DAVID GOEDEKE

Name (Print/ Type)

Public Work Director

Title

7/3/24

Date

PO#

Project Agreement Terms and Conditions

The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. The contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from the date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at the Customer's expense and at the rates in effect. **CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
3. Contractor may invoice Customer monthly. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.
4. Any alteration to, or deviation from this Agreement involving extra work, cost of materials or labor will become an additional charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.
5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.
6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.
7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

8. MMC Mechanical Contractors, Inc. shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond MMC's control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of MMC Contractors.
9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
10. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
11. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor's shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.
13. This Agreement is between Contractor and Customer alone, and neither intends that there be any third-party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses, and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.
14. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor, or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
15. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.

16. This Agreement may be cancelled by either party upon 30-day written notice. Customer shall be liable for all incurred expenses at the time of cancellation.

17. If paying with credit card a 3% surcharge will be added to the total project price.

ADDITIONAL SERVICES:

Limits of Liability

1. MMC Mechanical Contractors will not be responsible for emergency service repairs, replacement parts, miscellaneous materials, or refrigerants.
2. The Inspection Maintenance Agreement shall in no way bind MMC Contractors to make corrections, replacements, or repairs necessitated by (a) Purchaser's improper operation or misuse of the equipment or systems, (b) by negligence of others, or (c) by faulty design of the equipment.
3. MMC Mechanical Contractors, Inc. shall not be required under the Inspection Maintenance Agreement to make safety tests or to install new attachments or additional controls or equipment recommended or directed by any insurance company, laboratory, or governmental authority.
4. The Inspection Maintenance Agreement does not include the maintenance, repair or replacement of electrical disconnect switches, casing or cabinets, ductwork, insulation of any equipment not covered under this Agreement, damage from freezing, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines, or nonmoving parts of heating, cooling and ventilating equipment.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
7/16/2024

COUNCIL MEETING DATE: July 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:

BPW 240110 M146 (372A) Signal Imp Ft Crook & Fairview Rd (FHU) - Supplemental #2

SYNOPSIS/BACKGROUND:

City Council approved the agreement with FHU on February 6, 2024 for the M146(372A) Signal Improvements along Fort Crook Road for twelve intersections. This Supplemental #2 is to include the intersections at US 34 to services the Inland Port.

FISCAL IMPACT: \$7,500.00 BUDGETED FUNDS? YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT? YES COUNTER-PARTY: Felsburg Holt & Ullevig INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: Signal Improvements M146(372A) Ft Crook & Fairview Rd - Supplemental #2

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: M146 (372A) Signal Imp Ft Crook & Fairview Rd - Supplemental #2

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

CIP PROJECT NAME: Signal Improvements CIP PROJECT NUMBER: CIPST24(10)

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

ACCOUNTING DISTRIBUTION CODE: 10-15 ACCOUNT NUMBER: 7130

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the Supplemental #2 between the City of Bellevue and Felsburg Holt & Ullevig in the amount of \$7,500.00.

ATTACHMENTS:

1. Supplemental #2	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



July 01, 2024

Mr. Dave Goedecken, PE
City Engineer
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

Reference: CIPST 24(10) - Signal Improvements - M146(372A) Ft Crook & Fairview Rd Planning Study Supplemental #2

Dear Mr. Goedecken:

This supplemental proposal describes the scope of services necessary to complete additional services related to the planning study for the generally undeveloped area located in Bellevue, NE, on the east and west sides of US-75 from Fairview Road to US-34. The supplement is required due to the additional information on land uses in the study area. Additional information was provided for the water park/entertainment district on the northwest corner of US-75 with US-34/Hidden Valley Drive, Prairie Hills commercial/mixed-use/residential development on the northeast corner of US-75 with US-34, and the inland port along the south side of US-34. Additional study intersections are required as part of this supplement. The additional study intersections include US-34 with Inland Port Access and US-34 with Harlan Lewis Road. The assumed inland port location and additional study intersection are illustrated on **Figure 1**.

Figure 1. Inland Port Area



Scope of Work

Task 1 – Meeting & Project Management

FHU will attend up to three (3) virtual coordination meetings with the City of Bellevue and NDOT.

Task 2 – Data Compilation

Field reviews will be conducted to validate existing geometry. Two (2) 8-hour turning movement counts (TMCs) will be conducted by FHU at the following intersections:

- ▶ US-34 & Inland Port Access
- ▶ US-34 & Harlan Lewis Road

FHU will request crash data for each intersection from NDOT. FHU will review the data for improvements that could address safety issues.

Assumptions

- ▶ FHU will determine the weekday AM and PM peak hours.

Task 3 – Existing Traffic Analysis

FHU will evaluate existing conditions at the two additional study area intersections.

Task 4 – Traffic Forecasting

FHU will update the study network with the estimated trips generated by the Inland Port and develop background traffic projections using MAPA growth rates.

Task 5 – Future Traffic Analysis

FHU will update the traffic operations analysis under Interim (2035) and Future (2045) traffic conditions with the additional land use information for the inland port. The analysis will determine the proper traffic control and lane configuration for the study intersections. Graphics will be updated to display the results of the analysis.

Task 6 – Multimodal Analysis

No additional work is anticipated as part of this task.

Task 7 – Report

A draft report will be updated to summarize the results of this traffic study and will include updated graphical illustrations.

Fee Estimate

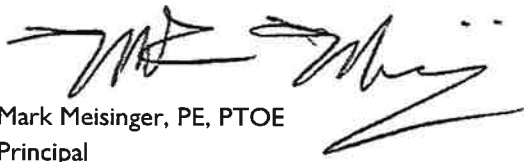
FHU proposes to conduct the updates to the traffic study for an additional fee of **\$7,500**. This fee is in addition to the original contract amount.

If the supplemental scope of services and additional contract amount are acceptable, please sign in the space provided below. Please return a signed copy of this contract supplemental for our files. If you have any questions about this proposal, please call Adam Denney at (402) 445-4405.

Sincerely,

FELSBURG HOLT & ULLEVIG

Accepted By



Mark Meisinger, PE, PTOE
Principal

Title



Adam Denney, PE, PTOE
Project Manager

Date

Attachment(s):
Fee Estimate

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 07/16/2024		SUBMITTED BY: Sgt. Nick Greiner	
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:

Hyundai Lease Agreement

SYNOPSIS/BACKGROUND:

We have a detective on the DEA Task Force that needs to lease a vehicle. The DEA will reimburse the city for the lease amount up to \$750 each month. The lease is for a 2024 Hyundai Palisade SEL from Beardmore Hyundai.

FISCAL IMPACT: \$750.29 BUDGETED FUNDS?: No GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Beardmore Hyundai INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Lease agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Simon Prohaila
[Signature]
[Signature]



Date/Time: 7/9/2024 2:38:33 PM

Buyer: City of Bellevue
Address: 1510 Wall St
Bellevue, NE 68005

Salesperson: Lyle Ward

2024 Hyundai Palisade SEL H8394



VIN: KM8R4DGE1RU801798
Odometer: 9
Color: Moonlight Cloud
Body Type: Sport Utility

Lease

	36 Mo
\$0	\$750-760

MSRP/Retail	\$48,515.00
Selling Price	\$46,515.00
Rebate	\$3,000.00
Total Savings + Rebate	\$5,000.00
Government Fee	\$17.00
Proc/Doc Fee	\$289.00
Trade Allowance	0.00
Trade Payoff	0.00
Paid by Customer	\$750.29
Total Due at Signing	\$750.29

Mileage Plan: 15,000 Per Year
Mileage Overage: \$0.15 / Mi

Itemized Service Contracts EG WEAR & TEAR: \$1146 (SEE ATTACHED)

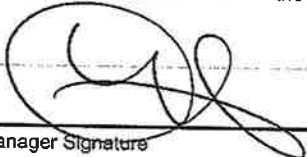
PAYMENT REFLECTS 20,000 MILES PER YEAR
↳ 15,000 TOTAL MILES BEING CHARGED
@ \$0.15 PER MILE

W.A.C

* Estimated A.P.R. Subject to equity and credit requirements

By signing this authorization form, you certify that the above personal information is correct and accurate and authorize the release of credit and employment information.

X _____
Customer Signature Date

X  7/9/2024
Manager Signature Date

WILL NEED
A COPY OF MEETING MINUTES - FROM BOARD - (WITH OIL TO LEASE VEHICLE)
DOCUMENTATION VERIFYING FEDERAL TAX ID

Excess Wear & Tear Benefit

1. **General.** Addendum is made between the Customer and the Lessor named above for the vehicle identified above ("Vehicle"). This Addendum is an amendment to the Customer's lease agreement ("Lease") and is hereby made a part thereof. This Addendum is not insurance.
2. **Excess Wear & Tear Benefit.** Lessor agrees to waive excess wear and tear charges, as defined in the Lease, which are present at the time Customer returns the Vehicle, subject to Customer's payment of the Deductible listed above.
 - If Customer drives the Vehicle an average of 25,000 miles or less per year, then Lessor will waive excess wear and tear charges up to a maximum of \$5,000. The maximum benefit for any single excess wear item is \$1,000.
 - If Customer drives the Vehicle an average of more than 25,000 miles per year, then Lessor will waive excess wear and tear charges up to a maximum of \$2,500. The maximum benefit for any single excess wear item is \$1,000.
3. **Excess Mileage Benefit.** Lessor agrees to waive Customer for excess mileage charges owed under the Lease up to a maximum of \$400.

Customer's Responsibilities, Limitations, and Conditions

The Lessor agrees to waive excess wear and tear charges and/or excess mileage charges, provided:

1. The Customer has made all payments as scheduled under the Lease;
2. The Customer has complied with all the terms and conditions of the Lease;
3. The vehicle's odometer does not misrepresent the Vehicle's actual mileage;
4. The Customer has returned the Vehicle to the Lessor or its agent as instructed;
5. The Customer has complied with the Claims Procedure below; and
6. The Customer signs the Vehicle Condition Report upon the return of the Vehicle.

Exclusions

The Lessor will not waive excess wear and tear charges defined in the Lease:

1. For any excess wear and tear charges assessed to Customer: (1) that exceed \$5,000 if Customer drives the Vehicle an average of 25,000 miles or less per year or less, or (2) that exceed \$2,500 if Customer drives more than 25,000 miles per year;
2. For any amounts charged for a single item of excess wear and tear using the excess wear and tear standard described in the Lease that exceed \$1,000. All damage considered by Lessor to be related to a single incident will be considered a single item;
3. For any portion of excess mileage charges that exceed \$400;
4. If Customer terminates the Lease more than 180 days after the original scheduled termination date;
5. If the Vehicle has more than 10,000 miles on the odometer at Lease inception or has previously been titled in other than the dealership's name;
6. If the Vehicle's MSRP is greater than \$100,000;
7. For charges not set forth on the itemized inspection statement detailing the excess wear and tear charges as signed by Customer;
8. If the Vehicle is repossessed due to Customer's default, or if the Vehicle is deemed a total loss by the insurance company providing physical damage coverage, or the cost of repairs exceeds the value of the Vehicle at the time of damage;
9. For repairs performed prior to Lease termination;
10. If the Customer has not complied with all the terms and conditions of the Lease;
11. For any excess wear and tear present on the Vehicle prior to the Lease Date;
12. If the Customer exercises his or her purchase option under the Lease;
13. If the Customer purchased this Addendum after the Lease date;
14. If the Vehicle is used for Commercial Use. As used here, "Commercial Use" means use as a fleet vehicle driven by multiple individuals, rental vehicle, taxi or use for livery service, shuttle service, construction, commercial hauling, postal service, or emergency service (fire, police, ambulance, etc). Ride-sharing is not deemed "Commercial Use";
15. For charges which are covered by a warranty, guarantee, vehicle service contract, or such other coverage provided by an agreement with a third party;
16. For any cost or other benefit for which the manufacturer has announced its responsibility through any means include public recalls or factory service bulletins;

17. For charges caused by or involving repairs, modifications or additions to the Vehicle unless those repairs, modifications or additions meet the Vehicle's manufacturer's specifications, or were performed or recommended by the manufacturer;
18. For charges due to missing parts valued greater than \$150;
19. If snow tires or recapped tires are left on the Vehicle instead of original equipment tires or the equivalent;
20. For charges due to improper replacement of parts;
21. For charges due to the removal of bumper stickers, lettering, signs, and other adhesives;
22. For charges due to criminal, dishonest, intentional, fraudulent, or illegal acts committed by the Customer or committed with his or her knowledge or consent;
23. For charges caused by collision, fire, electrical fire or meltdown, theft, freezing, vandalism, explosion, lightning, earthquake, windstorm, hail, water, flood or acts of the public enemy or any government authority, or for any hazard insurable under standard physical damage insurance policies whether or not such insurance is in force respecting the Vehicle.
24. For charges due to war, terrorism or riots; or
25. For charges due to mechanical or electrical breakdown including, but not limited to brakes and batteries.

If any information provided within the information boxes on page 1 contradicts or is inconsistent with the Lease, for example, "Total Allowable Miles", then such information provided in the Lease shall govern and control and be used in interpreting this Addendum.

Cancellation

1. **Early Termination.** In the event of an early termination of the Lease, Customer is required to provide Administrator written notice of cancellation within ninety (90) days of the early termination. Customer will receive a refund based on the earliest date on which the early termination occurs.
2. **Customer Request.** The Customer may cancel this Addendum within the first sixty (60) days after the Purchase Date and receive a full refund of the Addendum Price. The Customer may cancel this Addendum after the first sixty (60) days, but before termination, and receive a pro-rated refund of the Addendum Price, less a cancellation fee of \$50. The pro-rated refund will be based on the ratio of the Lease Term remaining to the original Lease Term covered. To cancel, the Customer must provide signed and written notice of the cancellation request to Administrator. A cancellation request form is available at Administrator's website: www.egassurance.com. You authorize the Lessor to: (a) be listed as joint payee and receive any refund in the event this Addendum is cancelled, (b) cancel this Addendum in the event the Customer defaults on the Lease, and (c) be listed as sole payee on all repossessions. For questions about the cancellation process, Customer should call 855-342-4971.

Claims Procedure

In order to receive the benefits provided herein, the Customer must contact the Lessor's Administrator at (855) 342-0323. Further in order to receive the benefits provided herein, the Customer must provide the Lessor's administrator the following documents:

1. A copy of this Addendum;
2. A copy of the original Lease;
3. A copy of the itemized Vehicle Condition Report;
4. A copy of the itemized Final Invoice or Turn In Settlement Statement that indicates the date and mileage the Vehicle was turned in; and
5. Any additional documents requested by the Lessor's administrator.

State Amendments

If issued in the referenced state, this Addendum is amended as provided below.

Alabama

1. Purchase of this Addendum is not required as a condition for the extension of credit, the terms of the credit, nor the terms of the related motor vehicle sale or lease.
2. The cost of the Addendum is not regulated, and Customer should determine whether the cost is reasonable in relation to the protection afforded by the Addendum.
3. **Cancellation, Section 1 ("Early Termination"), is deleted and replaced with: "Early Termination." In the event of early termination of the Lease, Customer is not required to provide Administrator written notice of cancellation. In the event of cancellation due to early termination of the Lease, creditor shall provide, or cause Administrator or retail seller to provide, within sixty (60) days of termination, any refund due to Customer without requiring Customer to request cancellation."**

Georgia

1. Purchase of this Addendum is not required as a condition for the extension of credit, the terms of the credit, nor the terms of the related motor vehicle sale or lease.

2. In order to receive any refund due in the event of Customer's cancellation of the Addendum or early termination of the Lease, Customer in accordance with the other terms and conditions of this Addendum must provide a written request to cancel to Administrator. If Customer is cancelling the Addendum due to early termination of the Lease, Customer must provide a written request to Administrator within ninety (90) days after the Customer's decision to cancel or the occurrence of the event terminating the Lease.

North Carolina

Purchase of this Addendum is not required as a condition for the extension of credit, the terms of the credit, nor the terms of the related motor vehicle sale or lease.

Oklahoma

Purchase of this Addendum is not required as a condition for the extension of credit, the terms of the credit, nor the terms of the related motor vehicle sale or lease.