

Bellevue City Council Meeting ***Amended Agenda***

Tuesday, October 15, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Rev. Darryl Keeney, Lighthouse Baptist Church, 3919 Greene Avenue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda (*Items marked with an (*) are approved where this item is, unless otherwise removed*)
 1. (*) Acknowledge receipt of the September 10, 2024 Tree Board Minutes.
 2. (*) Acknowledge receipt of the September 26, 2024 Planning Commission Minutes.
 3. (*) Approval of the October 1, 2024 City Council Minutes.
 4. (*) Recommend approval of changing the Tuesday, November 5, 2024 City Council meeting to Wednesday, November 6, 2024 City Council at 6:00 p.m.
6. **+++APPROVAL OF CLAIMS (Removed from consent)**
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 4166: An ordinance to update the Compensation Ordinance. (HR Director)
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4167: Request to rezone Lot 1, Southeast Plaza, from ML to BG for the purpose of commercial development. Applicant: Marathon Equity, LLC. General Location: 909 Fort Crook Road North. (Planning Director)
 - b. Ordinance No. 4168: Request to rezone Lots 1 and 2, Eastern Nebraska Community Action Partnership, being a platting of Tax lots, 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2, 15B1A2A, AND 15B1A3A, all located in the Southwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84 to BG and RS-84 for the purpose of a food bank and existing school facilities; and small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership. Applicant: Eastern Nebraska Community Action Partnership. General Location: 1003 Lincoln Road. (Planning Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Request for Site Plan Approval for Lot 7, Tregaron Towne Centre, for the purpose of a drive-thru coffee restaurant and automobile parts and supply store. Applicant: Batis Dev. – Capehart, LLC. General Location: South 25th Street and Towne Centre Drive. (Planning Director)
 - b. Request for a conditional use permit for Part of Lot 13, North of the Drainage Ditch, and Part of Lot 14, Butterfields Subdivision, except Part for the NRD, all located in the Northeast ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County Nebraska, for the purpose of a concrete crushing, storage, and batch plant. Applicant: Crushin'-It, Inc. General Location: S 13th St. and Capehart Road. (Planning Director)
 - c. Request for a conditional use permit for Lot 7, Dietz Meadows, for the purpose of a

specialized assisted living facility for elderly/disabled adults (age 55+). Applicant: Abongwa Ndumu. Location: 3708 Greene Avenue. (Planning Director)

d. Request for a conditional use permit for Part of Lot 13, North of the Drainage Ditch, and Part of Lot 14, Butterfields Subdivision, except Part for the NRD, all located in the Northeast ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County Nebraska, for the purpose of a concrete crushing, storage, and batch plant. Applicant: Crushin'-It, Inc. General Location: S 13th St. and Capehart Road. (Planning Director)

15. RESOLUTIONS:

a. Resolution No. 2024-29: Request to amend the Redevelopment Plan for Lot 1, Southeast Plaza. Applicant: Marathon Equity, LLC General Location: 909 Fort Crook Road North. (Planning Director) **(Staff requests to continue this item) (Public Hearing required)**

16. CURRENT BUSINESS:

a. Approval and authorize the Mayor to sign the Environmental Review Record for the grant awarded for the CDBG-DR Housing Resilience Planning Program through the Nebraska Department of Economic Development, in a funded amount up to \$500,000.00. (Finance Director/CDBG Program Specialist)

b. Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$1,100,000.00 plus accrued interest, to offset TIF eligible expenses, for Heere, There & Everywhere, LLC Redevelopment Project located at 2302 Lincoln Road, Tax Lot 2, Heere & There Addition to the City of Bellevue, Sarpy County, Nebraska and authorize the Mayor to sign.

c. Approve and authorize the Mayor to sign the Retail Sales Agreement with AVI Systems, Inc. for upgrading AV equipment at training site, in an amount not to exceed \$238,584.00. (Fire Chief)

d. Approve the purchase of the mobile command post trailer for the Police and Fire Departments, in an amount not to exceed \$477,238.00. (Chief Clary)

e. Approve the purchase of (25) laptop computers with extended warranty and service/support, in an amount not to exceed \$92,174.15. (Chief Clary)

f. Approve and authorize Captain Melvin to sign the Master Services Agreement with EnFormion (Tracers) for use of the investigation database, in an amount not to exceed \$1750.00 per year. (Capt. Melvin)

g. Approval of the purchase request for (6) Ford Explorer Police Cruisers, in an amount not to exceed \$268,596.00. (Chief Clary)

h. Approval of the purchase request for (5) Chevrolet Malibu sedans for Police Department, in an amount not to exceed \$112,500.00. (Chief Clary)

i. Approval of the purchase request for a Can Am Defender UTV for the Police Department, in an amount not to exceed \$25,637.95. (Chief Clary)

j. Approval to purchase Motorola In-Car Video Recording System and Body Cams, in an amount not to exceed \$87,398.95. (Chief Clary)

k. Approval of the purchase of (25) Portable Police Radios for Police Department, in an amount not to exceed \$185,294.50. (Chief Clary)

l. Approve purchase of a new Elgin Street Sweeper from MacQueen Equipment with a trade of 2014 Elgin Pelican, in an amount not to exceed \$269,406.50. (Public Works Director)

m. Approve and authorize the Mayor to sign the Master Agreement Work Order #2 with Olsson for the Bellevue Entertainment District, in an amount not to exceed \$265,990.00. (Public Works Director)

n. Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with MAPA establishing terms and conditions for future improvements on 36th Street Project from Twin Creek Drive to Raynor Drive. (Public Works Director)

o. Approve and authorize the Mayor to sign the proposal with Sun Valley Landscaping for a North Side Erosion Solution at 1510 Wall Street and Wilshire Drive, in an amount not to exceed \$11,114.47. (Public Works Director)

p. Approve and authorize the Mayor to sign the Proposal with MidWest for Right Of Way Easement Acquisition for College Heights Stormwater Outfall Repair Easement Acquisition, in an amount of \$4,975.00. (Public Works Director)

q. +++ Approve and authorize the Mayor to sign an Agreement with Creative Sites, LLC for the American Heroes Park Playground, in an amount not to exceed \$2,281,226.75. (Public Works Director) **(New Item Added)**

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

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue

September 10, 2024, Tree Board minutes

Attendance: Jo Langabee, Don Preister, Tom Mruz, Nancy Scott, and Deborah Woracek were present. Scott Evans, Kathy Radosta, and Rob Clatterbuck were excused.

Jo reminded all to turn their volunteer time and miles 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.

Nancy made a motion to approve the minutes of the August 13, 2024, meeting. Tom seconded the motion. All approved of the August 13, 2024 minutes. **Deborah will send them to the City of Bellevue to be filed.**

Park Report – Jim mentioned to Jo that they have been very busy this summer with the storms and clean up, etc. Later in the meeting, Jo recalled that Jim said he would like to budget for hiring an outside company that would maintain the various Park entrances. Don asked about the status of the Tree Plotter software and Jo said she had emailed Jackie at the City Parks Department about it. Jackie suggested Jo call Mark to get the software. **Jo said she would call Mark later this week.**

Old Business:

Recap Arrows to Aerospace Parade: Don reported that he and Nancy marched with 21 other Green Bellevue members in the parade. Nancy and her Grandchild, Avery, both wore butterfly wings. Don mentioned that having 2 globes rolling down the street added to the fun of the event!

Bellevue 411 – articles: Don told the board to send any article to him and he would be sure to pass it on to Phil for publication. He also reminded us that the article doesn't have to be an original one. We should all look for other ideas or articles that have been published elsewhere. Jo suggested checking the Nebraska State-wide Arboretum's website for ideas. Nancy thinks fall planting of a tree would make a good article.

Workdays in parks: The first workday in the parks will be held on Sept. 11. Don asked for helpers to meet at 12:45 in the First Interstate Bank parking lot. The bank is providing 13 volunteers in honor of 9-11. The group will be divided up as follows: Trevor Pellerite, of Grasslands Unlimited, will take a group to Mason Park, Connie Jones, of the Bellevue Garden Club will take a group to Everett Park, Nancy will take a group to the library, and Jo will take a group to the triangle garden. Don will be at Mason. Nancy said she will pick up bags of weeds from all four parks to take to compost. Don will request that helpers take some bags of weeds home with them to put in their personal yard waste bins. He has asked all to bring their own tools, etc.

Tree Inventory: Jo will be at Bellevue Cemetery on Tuesday, Sept. 17 at 7:30 am to work on the inventory. She asked for help that day. Jo then asked Nancy if she could assist her on Monday the 16th to go over the trees at the new library. Nancy agreed to meet at 2pm.

Jo inquired about the progress of finding a grant for the tree give-away for the Tree Festival. Don said it doesn't look promising so far.

Winter Projects: After a short discussion, it was decided for all to bring ideas for winter projects to the brainstorming meeting which will be immediately after our October Board meeting on October 8th

New Business

Election discussion: Don suggested since our regular election of officers is at the first of the year that all the members should share duties until the regular election. All agreed. Jo agreed to remain President at the present time.

Tree City USA Celebration – Jo announced that the Tree City USA celebration will be held in conjunction with the Tree, People and Town Conference on Oct. 15 in Lincoln. She suggests that some carpool to attend. She urged all to consider going. Graham Herbst has scholarships available if any want to attend the whole Tree, People and Town conference.

Natural Legacy Conference: The Legacy conference will be held in North Platte on October 8-10. Jo pointed out the cooperation between agencies was obvious at last year's event. She recommended going.

Brainstorming meeting: We will have a brainstorming session after our regular October board meeting on Oct.8th. Items we will cover include things for Growth Points for Tree City USA, monthly duties timeline, winter projects, etc. Jo pointed out that we need to be careful where we put things as Tree City USA wants the emphasis on trees and not gardens. Any of our work in the city park gardens can be counted for Bee City USA Growth Points. Don reminded Jo of the 2 memorial trees that were planted in Mason Park this year. Jo said the Tree City USA likes to have photos of all events. Jo will try to take some photos of the inventory work in the cemetery next week. Don suggested we bring our Tree City USA handbooks with us to the meeting. The new handbooks can be printed from their website. Jo reminded all about the Papio NRD may have trees for a spring planting. She said if we apply for a grant to have it also include the watering of the planting as well as the tree. Deborah asked if we could meet in our regular training room for a longer time on the 8th. Don believes we have the room until noon.

Don reported that he ordered 4 more Tree City and Bee City USA signs for the corners of our city limits. The city street department will place the signs. **Don will send an email to the Board with the locations, etc.**

Jo asked about the carvings in Washington Park. Don said 2 were completed of First responders and that the third of a medic and the POW/MIA were almost finished. Don hopes the First People Native Americans will be done next year. He also said Phil Davidson put a post about the carvings on Bellevue 411.

Jo asked if there was any further business. There being none, Don made a motion and Nancy seconded a motion to adjourn. All were in favor.

Next mtg. Oct. 8, 2024

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

Tentative agenda for our next meeting to be held on October 8, 2024 at 9am

Attendance
Volunteer Hours
Approve Minutes of Sept. 10,2024 meeting
Park Report – Jim
Old Business
Bellevue 411 articles
Winter Projects
Tree inventory

Brainstorming meeting

MINUTE RECORD

Bellevue Planning Commission Meeting, September 26, 2024, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, September 26, 2024, at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Jacobson, Sims, Taylor-Jones, Aerni, Ackley, Lasenburg, and Bennett. Absent was Commissioner 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 Taylor-Jones, seconded by Jacobson, to approve the minutes of the August 22, 2024, regular meeting as presented. Upon roll call, Hankins, Jacobson, Sims, Taylor-Jones, 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 Bennett, 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.

Aerni explained the public hearing procedures.

PUBLIC HEARING was held on a request for a conditional use permit for Part of Lot 13, North of the Drainage Ditch, and Part of Lot 14, Butterfields Subdivision, except Part for NRD, all located in the Northeast ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County Nebraska, for the purpose of a permanent concrete crushing, storage, and batch plant. Applicant: Crushin'-It, Inc. General location: S 13th St. and Capehart Rd. Case #: CUP-2407-01.

Commissioner Ackley declared a conflict and left the chambers at 6:04 PM.

Aerni asked staff for updates. Palm stated there were no updates and gave a brief summary of the request.

Palm stated this item was in front of the Planning Commission last month and was continued to allow the applicant and his team to work through a few technical engineering issues. She stated those issues have since been resolved. Palm said the staff report that was sent out last week listed a technical deficiency in the drainage report, which has since been resolved. She said the Planning Department is recommending approval of this request. Palm stated prior to starting any operations on site, the applicant will have to complete the improvement of the turn lane on Capehart Road, which will need to be approved by the Nebraska Department of Transportation. She said the applicant will need Corps approval to allow for permanent structures for restrooms which will be required by building code.

Doug Kellner, TD2, 10836 Old Mill Rd. Omaha, NE, was present on behalf of the applicant. He stated the application is for a crushing operation for concrete and a batch plant for making Portland concrete. Kellner stated the proposed structures are permanent but do not have foundations. He said the only structure with a foundation would be the restroom, which will require a Corps permit due to it being 500 feet from the levee.

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

Jacobson stated in the application there was mention of some sort of suppression for dust. He questioned if that would take place 24/7 or only during hours of operation. Kellner said it would occur only during working hours of operation. Discussion ensued regarding situations for additional suppression of the dust.

MOTION was made by Hankins, seconded by Jacobson to recommend APPROVAL of a request for a conditional use permit for Part of Lot 13, North of the Drainage Ditch, and Part of Lot 14, Butterfields Subdivision, except Part for NRD, all located in the Northeast ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County Nebraska, for the purpose of a concrete crushing, storage, and batch plant.

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Applicant: Crushin'-It, Inc. General location: S 13th St. and Capehart Rd. Case #: CUP-2407-01. APPROVAL based upon conformance with Section 6.06, Zoning Ordinance as well as lack of perceived negative impact upon the surrounding area. Upon roll call, Hankins, Jacobson, Sims, Taylor-Jones, Aerni, and Bennett voted yes, Lasenburg voted no, and Ackley abstained with conflict. MOTION carried.

This item will proceed to City Council for PUBLIC HEARING on October 15, 2024.

Commissioner Ackley returned to the chambers at 6:11 PM.

PUBLIC HEARING was held on a request to amend the Redevelopment Plan for Lot 1, Southeast Plaza. Applicant: Marathon Equity, L.L.C. Location: 909 Fort Crook Road North. Case #: ECD #45.

Aerni asked staff for updates. Palm stated there were no updates and gave a brief summary of the request.

Palm stated the applicant is requesting an amendment to his Redevelopment Plan for Marathon Equity. She stated the original Plan for this facility, which is the former Albertsons, and No-Frills supermarkets was to expand his nut processing facility and now he is wanting to bring a fitness center into the building. Palm stated the current assessed value of the property is \$1,300,000 and will be worth an estimated \$7,500,000 upon completion. She said the applicant is asking for TIF (Tax Increment Financing) in the amount of \$917,949 based upon the current valuation and the increase they are projecting. Palm stated the applicant is also requesting a change of zone later in the agenda in order to facilitate this redevelopment. She said staff is recommending approval of the amended Redevelopment Plan based on the elimination of a blighted and substandard area. Palm stated the Redevelopment Plan has been reviewed by the city attorney, finance director, and planning staff and all are comfortable with what is being shown in the plan.

Liz Sevcik, 2120 S 72nd St., Ste. 1200, Omaha, NE, was present on behalf of the applicant, along with the applicant John Larsen, 2002 Childs Rd. E., Bellevue, NE. She stated in 2017 the applicant applied for TIF and rezoning to Light Manufacturing to expand his business; however, that expansion did not occur, so the building has been sitting vacant. Sevcik stated the request for rezoning to BG (General Business) will be compatible to properties immediately abutting to the north and northwest. She said there are residential neighborhoods east and west of the project so this exercise facility will support the people living in the area as well as working in the area. Sevcik stated this will provide a significant increase in value to the property. She said the amended TIF being requested is \$917,949. The original TIF was \$438,949, and looking back at the original TIF application there were some miscalculations in the amortization so the original value would not have supported paying out the TIF fully.

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

Ackley questioned how the amended schedule would impact the 15-year timeline. Sevcik stated she had looked back to see when the original notice to divide was provided to the Sarpy County Assessor and then went fifteen-years from that date. Discussion ensued regarding the remodeling being done to bring the building up to a value of \$7,500,000.

Jacobson stated when looking at this area there was a concern with truck traffic going in front of this facility to get to Childs Road. Palm stated any truck traffic from the Marathon facility next door can exit directly onto Fort Crook Road.

Aerni questioned the original interest rate. Sevcik stated it was 6% which is the same in the amended plan.

MOTION was made by Ackley, seconded by Sims to recommend APPROVAL of a request to amend the Redevelopment Plan for Lot 1, Southeast Plaza. Applicant: Marathon Equity, L.L.C. Location: 909 Fort Crook Road North. Case #: ECD #45. APPROVAL based upon the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes and the opportunity for infill development. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on October 15, 2024.

PUBLIC HEARING was held on a request to rezone Lot 1, Southeast Plaza, from ML to BG for the

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purpose of an Exercise and Fitness Center. Applicant: Marathon Equity, LLC. General Location: 909 Fort Crook Road N. Case #: Z-2408-08.

Aerni asked staff for updates. Palm stated there were no updates and gave a brief summary of the request.

Palm stated this item goes along with the previous agenda item, and because the plans for this property have changed from a processing facility to an exercise and fitness center, the applicant is requesting a change of zone from ML (Light Manufacturing) to BG (General Business). She said the request aligns well with the Fort Crook Road 2040 Plan which calls for mixed use and increased density. Staff is supportive of this request.

Liz Sevcik, 2120 S. 72nd St., Ste. #1200, Omaha, NE., was present on behalf of the applicant.

Jacob Burke, 915 Fort Crook Rd. N., Bellevue, NE. stated Arnold Motor supply on the corner of 915 Ft. Crook Rd. N. was concerned about changes to the east entrance and inquired if those changes allow for truck traffic to get through that entrance. John Larsen, applicant, 2002 Childs Rd. E., Bellevue, NE, stated part of the island was going to be eliminated making it easier for incoming traffic. Discussion ensued regarding access to the property.

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

Ackley questioned staff if there should be consideration for the Fort Crook Road 2040 Plan bus routes for this location. Palm stated the Fort Crook Road transit feasibility study is ongoing and there is plenty of right-of-way along Fort Crook Road.

MOTION was made by Ackley, seconded by Lasenburg, to recommend APPROVAL of a request to rezone Lot 1, Southeast Plaza, from ML to BG for the purpose of an Exercise and Fitness Center. Applicant: Marathon Equity, LLC. General Location: 909 Fort Crook Road N. Case #: Z-2408-08. APPROVAL based upon conformance with the Zoning Ordinance, the Fort Crook Road 2040 Plan, as well as the lack of a perceived negative impact on the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on November 5, 2024.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Eastern Nebraska Community Action Partnership, being a platting of Tax lots, 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2, 15B1A2A, AND 15B1A3A, all located in the Southwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84 to BG and RS-84, for the purpose of a food bank; and small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership. Applicant: Eastern Nebraska Community Action Partnership. General Location: 1003 Lincoln Road. Case #'s: Z-2408-09, S-2408-15.

Aerni asked staff for updates. Palm stated there were no updates and gave a brief summary of the request.

Palm stated this is the site of the former Bellevue City Library which was recently sold to the ENCAP (Eastern Nebraska Community Action Partnership) where they intend to operate their food bank and offices at that location. She said in order to facilitate future growth, ENCAP is purchasing a small area of land adjacent to it from Bellevue Public Schools. Palm stated the application will clean up a series of tax lots and create one lot where the former library sits. She said the entire area is currently zoned RS-84 (Single-Family Residential – 8,400 Square Foot Zone) which was allowed when the library was located there but with a different use the change of zone will be necessary to facilitate the food bank and offices. Palm stated the lot with the ENCAP building will be zoned BG (General Business District) and the school property will remain RS-84. Palm stated staff is recommending approval based upon conformance with Zoning Ordinance, Subdivision Regulations, as well as the lack of perceived negative impact upon the surrounding area.

Jeff Stoll, E & A Consulting Group, 10909 Mill Valley Rd., Omaha, NE, was present on behalf of the applicant. He stated the main purpose of the platting is to consolidate for a future building permit. He said ENCAP's main mission is to help the community through food and possible other activities.

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

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closed the public hearing.

Jacobson stated he knows and appreciates the outcome of a food bank but questioned the daily process of a food bank and if there will be truck traffic.

Jill Connor, 11416 Brown Cir., Omaha, NE., was present on behalf of the applicant. She stated the food pantry is currently located in Washington Park. She said the truck traffic would be a box truck once or twice per week, usually around 10 AM. Connor stated most of the traffic will be community traffic for activity in the building, such as services and meetings. Discussion ensued regarding traffic and parking agreements with the high school.

MOTION was made by Jacobson, seconded by Lasenburg, to recommend APPROVAL of a request to rezone Lots 1 and 2, Eastern Nebraska Community Action Partnership, being a platting of Tax lots, 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2, 15B1A2A, AND 15B1A3A, all located in the Southwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84 to BG and RS-84, for the purpose of a food bank; and small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership. Applicant: Eastern Nebraska Community Action Partnership. General Location: 1003 Lincoln Road. Case #'s: Z-2408-09, S-2408-15.

APPROVAL based upon conformance with the Zoning Ordinance, the Subdivision Regulations, as well as the lack of a perceived negative impact on the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on November 5, 2024.

PUBLIC HEARING was held on a request for site plan approval for Lot 7, Tregaron Towne Centre, for the purpose of a drive-thru coffee restaurant and automobile parts and supply store. Applicant: Batis Dev. – Capehart, LLC. General location: South 25th Street and Towne Centre Dr. Case #: Z-2408-10.

Aerni asked staff for updates. Curry stated there were no updates and gave a brief summary of the request.

Curry stated this request is for property located near South 25th Street and Capehart Road. She said the overall platting for this area was approved twenty years ago. She said the applicant would like to develop a drive-thru coffee restaurant and an auto parts and supply store. Curry stated building permit approval will be contingent upon submittal and approval of an administrative small subdivision plat. She said the city is aware that this is a high traffic area, and the addition of the restaurant and auto parts store will add to the traffic. As a planned commercial area, this has been anticipated and expected. Curry stated this request is in conformance with the Comprehensive Plan, so staff believes this is an appropriate use for the property.

Aaron Wiese, Olsson, 2111 S 67th St., Ste. #200, Omaha, NE, stated he is the civil engineer representing the applicant.

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

Ackley questioned if a recommendation of approval should be contingent upon submittal and approval of an administrative small subdivision plat. Palm stated it could be added; however, a building permit for either site will not be approved without an easement.

Aerni stated he did not see sidewalks included on the site plan. Palm stated there are some existing sidewalks adjacent to the property, which the site plan does not call out. Palm stated sidewalks are always required and building permits do not get approved without them.

Taylor-Jones asked the Planning Department if city staff felt the need to review traffic counts in the area and look at necessary infrastructure to support the increased traffic. Palm stated the Public Works engineers did not require a traffic study. She said there are some vacant lots in the area so depending on future development that may be required. Palm said staff understands there is going to be a lot of traffic, which is not necessarily a bad thing for a commercial area. She stated traffic conditions will continue to be monitored for necessary improvements. She said there are plans in the CIP (Capital Improvement Plan) to expand Capehart Road.

Sims asked if this area had been annexed. Plam stated yes, it was a part of the Tregaron SID that was

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annexed in 2019.

MOTION was made by Ackley, seconded by Taylor-Jones, to recommend APPROVAL of a request for site plan approval for Lot 7, Tregaron Towne Centre, for the purpose of a drive-thru coffee restaurant and automobile parts and supply store. Applicant: Batis Dev. – Capehart, LLC. General location: South 25th Street and Towne Centre Dr. Case #: Z-2408-10. APPROVAL based upon conformance with the Zoning Ordinance, the Comprehensive Plan, that is subject to submittal and approval of an Administrative Small Subdivision Plat with an access easement to service both lots. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING on October 15, 2024.

PUBLIC HEARING was held on a request for a conditional use permit for Lot 7 Dietz Meadows, for the purpose of a specialized assisted living facility for 55+ elderly/disabled adults. Applicant: Abongwa Ndumu, c/o Lauren Grigsby. Location: 3708 Greene Avenue. Case#: CUP-2408-02.

Aerni asked staff for updates. Curry stated there were no updates and gave a brief summary of the request.

Curry stated the applicant's request is for a Conditional Use Permit to provide a 24-hour care facility for elderly/disabled adults age 55+. She said these adults will need assistance with personal and oral hygiene, meal prep, laundry, and transportation to doctor appointments. Curry stated the applicant will not provide Alzheimer or dementia care. She said Ms. Grigsby will operate the facility and has completed the necessary training to do so. Curry stated in addition to the Zoning Ordinance requirements, the applicant will be required to comply with all licensure requirements of the State of Nebraska Health and Human Services. She said the hours of operation will be 24-hours per day seven days per week with a maximum of three staff members on duty for any one shift. Curry stated the facility is a single-family home with four bedrooms and the applicant states it will accommodate a maximum of four residents. Curry indicated the home has a driveway which will be used for staff and visitor parking. Additionally, parking is allowed on the south side of Greene Avenue. Curry stated Aldersgate United Methodist Church is located to the south. Aldersgate has adequate parking on-site, so the on-street parking is minimal along this section of Green Avenue. Curry said the Planning Department believes this application meets the criteria for approval for a Conditional Use Permit and is in accordance with Section 6, of the Zoning Ordinance.

Lauren Grigsby, 5429 N. 129th Plz. #1119, Omaha, NE, stated one to two staff will be appropriate for the four residents. Grigsby stated there will be other people visiting intermittently such as the administrator, and or a consultant. She said the traffic should be no more than a large family would have.

Gordon Milne, 3712 Greene Avenue, Bellevue, NE, stated he lives next door to the property, and he has been inside of the property. He said it has been an eyesore since the applicant purchased it: the yard is never mowed, the front sidewalk is concaved and out of city specs, and the rear gutter has holes in it so when it rains it pours down the foundation. Milne stated the basement has mold on the walls and the siding is rotting away. He said one of the four bedrooms is in the basement. He believes you would always need two caregivers with a disabled person in the basement. Milne stated the home is not handicapped accessible. He questioned if the city would make them clean this house up and what type of residents will be housed there.

Lisa Reyes, 3716 Greene Avenue, Bellevue, NE, stated she has a background in medical and assisted living. She questioned the types of disabilities these residents have, physical or mental. Reyes stated if they were people with physical disabilities, the home would need a lot of renovation to accommodate them. Reyes stated regarding parking, this facility would be 24-hours per day, seven days per week, with a minimum of two to three staff on site during daytime hours and one to two in the overnight hours. She said all these cars parked in the driveway would cause them to be parked across the sidewalk. Reyes stated Greene Avenue is the gateway for emergency services so multiple cars parking on the south side of Greene Avenue is a safety issue. Reyes said she had concerns because the home was previously listed as an Airbnb and renters caused issues with trash and parking. Reyes stated it is not fair to the community to rezone this property to commercial zoning. She stated if you pass this there is no guarantee that they will abide by the agreement.

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

MINUTE RECORD

Bellevue Planning Commission Meeting, September 26, 2024, Page 6

Palm stated if the property is not taken care of the city will not necessarily know that unless complaints are filed with Code Enforcement. She stated the neighbors should call 402-293-3050 and file a complaint. She stated the Sarpy County Assessor's Office has indicated there are three bedrooms and the applicant states there are four bedrooms. Palm stated Grigsby is required to conform to ADA (Americans with Disabilities Act) requirements if she goes to this type of occupancy and she will have to abide by building code. Code requires this facility to be ADA accessible so that will fall on Ms. Grigsby's and the owners' shoulders. Palm stated the changes for ADA accessibility will have to be inspected by the city. Palm said there have been mentions of this home being an Airbnb. She advised there are State Statutes that say the city cannot regulate an Airbnb. If criminal activity is happening, then the police department would need to be called. Palm addressed the parking issue. She stated when these applications are reviewed, staff is looking at the impact on the neighborhood and primarily parking and traffic. She said there are certain streets that are narrower than others, or it may be a higher density residential area with more traffic. Palm said this not a concern in this area because the church on the south side has their own on-site parking and there are less residential homes in the area. Palm said she wanted to make clear that this was a Conditional Use Permit application and not a rezoning application. The property will stay a residential zone. The RS-72 zoning allows for a Conditional Use Permit to be approved by the City Council to allow this type of use. She said if the CUP is approved there will be a Conditional Use Agreement, which is a legal document with conditions and is signed by all parties involved and recorded with the Sarpy County Register of Deeds office. Palm stated if the conditions if the CUP agreement are broken, the CUP can be revoked.

Grigsby stated these are disabled adults who live in the community, there will be no mental health or developmentally disabled clients. She said she has no knowledge of what the owner did with the home before he hired her. Grigsby stated the Fire Department has already inspected the home and the state will assess the home after the CUP has been approved and anything that needs to be modified will be done before they can accept clients. She said the bedroom in the basement would be occupied by people without a fall risk or a client that would be able to manipulate the stairs.

Taylor-Jones asked how Grigsby envisioned giving assistance to client's needing to get in and out of the driveway if they have appointments. Grigsby stated if a wheelchair van is needed then other vehicles be moved and the patient would be assisted.

Sims questioned if there were other assisted living homes like this in Bellevue. Palm stated some are similar but not exactly like this. She said there was an application last year on South 36th Street which was approved and does care for dementia clients. Palm said as the need grows in our community, we are seeing more of these requests.

Ackley questioned whether the daycare nearby required a Conditional Use Permit. Palm stated if it is in-home with nine children or more it would. She stated the Aldersgate Church daycare is considered an accessory use to the church.

Aerni stated there was a recent Conditional Use Permit which was denied because of the parking and the right-of way which was much narrower than this situation. Palm stated that was correct and there were concerns with parking. She said it was a dense residential area with not a lot of parking opportunities.

Lasenburg stated if this is approved by the Commissioners it will have to meet the other requirements the staff has detailed. Palm the Planning Commission is a recommending body, with City Council having the final decision on the matter. She said the Commission's role is to look at the specific use of the property and whether it meets the requirements of the Zoning Ordinance.

Aerni stated it's important to understand that not all disabled adults are in wheelchairs. Aerni questioned if the applicant was willing to increase the size of the driveway.

Hankins stated he appraised this property last year and the fourth bedroom in the basement does not have a legal egress window. He said the property will need several ramps to accommodate wheelchair clients. Hankins stated this does not seem like a cost prohibitive location. Discussion ensued regarding the conformance of the fourth bedroom.

Aerni stated the legality of the bedroom in the basement is not the conversation we should be having. He said we are here to approve the Conditional Use Permit.

MOTION was made by Lasenburg, seconded by Jacobson, to recommend APPROVAL of a request for a conditional use permit for Lot 7 Dietz Meadows, for the purpose of a specialized assisted living

MINUTE RECORD

Bellevue Planning Commission Meeting, September 26, 2024, Page 7

facility for 55+ elderly/disabled adults. Applicant: Abongwa Ndumu, c/o Lauren Grigsby. Location: 3708 Greene Avenue. Case#: CUP-2408-02. APPROVAL based upon conformance with Section 6.06, Zoning Ordinance, as well as lack of perceived negative impact upon the surround area. Upon roll call, Ackley voted yes. Hankins, Jacobson, Sims, Taylor-Jones, Aerni, Lasenburg, and Bennett voted no. MOTION failed.

MOTION was made by Bennett, seconded by Hankins, to recommend DENIAL of a request for a conditional use permit for Lot 7 Dietz Meadows, for the purpose of a specialized assisted living facility for 55+ elderly/disabled adults. Applicant: Abongwa Ndumu, c/o Lauren Grigsby. Location: 3708 Greene Avenue. Case#: CUP-2408-02. DENIAL based upon non-conformance with Section 6.06, Zoning Ordinance. Upon roll call, Hankins, Jacobson, Sims, Taylor-Jones, Aerni, Lasenburg, and Bennett voted yes. Taylor-Jones and Ackley voted no. MOTION carried.

This item will proceed to City Council for PUBLIC HEARING on October 15, 2024.

Meeting adjourned at 7:30 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

*5b3.
10/15/2024

Bellevue City Council Meeting, October 1, 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 October 1, 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

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, posted and put on city website, 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 Andrew Diorio, Midlands Bible Baptist Church, 2407 Chandler Road East, 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 made by Burns, seconded by Preister, to approve the agenda.

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Approval of September 17, 2024 City Council Minutes; Approval of the September 17, 2024 City Council Special Budget Hearing Minutes; Approval of the September 24, 2024 City Council Special Meeting Minutes; Approval of Claims; and Approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, for or Hey Babes, Inc. dba "Hey Babes" located at 512 Galvin Road South, Bellevue, NE 68005 and Derrick Shew as Manager. (City Clerk)

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

The applicant was present to answer any questions. No one in the audience came forth to speak in support of or in opposition to the application.

Mayor Hike declared the public hearing closed.

Motion was made by Casey, seconded by Cook, to recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "C" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, for or Hey Babes, Inc. dba "Hey Babes" located at 512 Galvin Road South, Bellevue, NE 68005 and Derrick Shew as Manager. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION: (Third Reading) NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

MINUTE RECORD

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

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance No. 4165: An ordinance to vacate a portion of South 370 Plaza Right-of-Way adjoining portions of Lots 14, 15, and 16 of 370 square - Thanksgiving Church. (Public Works Director) (Staff requests to waive the rule requiring reading on three different days be suspended, hold a public hearing tonight and vote after public hearing at tonight's meeting)

Ordinance No. 4165: An ordinance declaring the necessity, expediency and propriety of vacating a portion of South 370 Plaza Right-of-Way adjoining portions of Lots 14, 15, and 16 of 370 Square, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, not heretofore vacated, repealing all ordinances and all parts of ordinances in conflict herewith, and designating an effective date was read for first reading.

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

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

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

Mayor Hike declared the public hearing closed.

Motion made by Preister, seconded by Burns to approve Ordinance No. 4165: An ordinance declaring the necessity, expediency and propriety of vacating a portion of South 370 Plaza Right-of-Way adjoining portions of Lots 14, 15, and 16 of 370 Square, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, not heretofore vacated, repealing all ordinances and all parts of ordinances in conflict herewith, and designating an effective date.

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

Ordinance No. 4166: An ordinance to update the Compensation Ordinance. (HR Director)

Ordinance No. 4166: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4157; and providing for an effective date was read by title only.

Mayor Hike stated the second reading and public hearing will be held on October 15, 2024 at 6:00 p.m.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approve the Event Application for Bellevue Community Foundation for Annual Bellevue Trick or Treat on Sunday, October 20, 2024 from 4:00 p.m. – 6:00 p.m. in Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd and to waive the \$50.00 application fee. (City Clerk)

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

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

Mayor Hike declared the public hearing closed.

Motion made by Welch, seconded by Burns, to approve the Event Application for Bellevue Community Foundation for Annual Bellevue Trick or Treat on Sunday, October 20, 2024 from 4:00 p.m. – 6:00 p.m. in Olde Towne on Mission Ave. from Washington Street to Hancock Street; Franklin Street from 20th to 23rd; and Jefferson Street from 20th to 23rd and to waive the \$50.00 application fee.

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

Approve the Event License Application for the Bellevue Chamber of Commerce for the Annual Veterans Day Parade to be held on Saturday, November 9, 2024 from 7:00 a.m. to 12:00 p.m. (parade at 10:00 a.m.) and to waive the \$50.00 application fee. (City Clerk)

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

MINUTE RECORD

Bellevue City Council Meeting, October 1, 2024, Page 3

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

Mayor Hike declared the public hearing closed.

Motion made by Casey and seconded by McCaw, to approve the Event License Application for the Bellevue Chamber of Commerce for the Annual Veterans Day Parade to be held on Saturday, November 9, 2024 from 7:00 a.m. to 12:00 p.m. (parade at 10:00 a.m.) and to waive the \$50.00 application fee.

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

RESOLUTIONS:

Resolution No. 2024-28: A resolution approving the expenditure by Sanitary Improvement District No. 323, Lions Gate, a subdivision in Sarpy County, Nebraska, to construct park improvements, in an amount of \$706,674.60. (Planning Director)

Motion made by Burns, seconded by Casey to approve Resolution No. 2024-28: A resolution approving the expenditure by Sanitary Improvement District No. 323, Lions Gate, a subdivision in Sarpy County, Nebraska, to construct park improvements, in an amount of \$706,674.60. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Approve final payment application in the amount of \$12,069.31; Approve Final Change Order in the amount of -\$6,207.95 to account for the contract underrun; Approve project as substantially complete and accept final project quantities. (Public Works Director)

Motion made by Welch, seconded by Cook, to approve final payment application in the amount of \$12,069.31; Approve Final Change Order in the amount of -\$6,207.95 to account for the contract underrun; Approve project as substantially complete and accept final project quantities. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Amendment to the MCL Contract. (Community & Economic Development Director)

Motion made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Amendment to the MCL Contract. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. (September Report is attached to this City Council Packet)

CLOSED SESSION: NONE

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister, the meeting adjourned at 6:22 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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 September 3, 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

MINUTE RECORD

Bellevue City Council Meeting, October 1, 2024, Page 4

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/15/2024		SUBMITTED BY: Administration		
AGENDA ITEM:	CONSENT AGENDA	<input checked="" type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Change date of first City Council meeting in November from Tuesday, November 5th to Wednesday, November 6th

SYNOPSIS/BACKGROUND:

Requesting to change November 5, 2024 City Council meeting to November 6, 2024, still beginning at 6:00 p.m. due to elections.

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 approval of changing the Tuesday, November 5, 2024 City Council meeting to Wednesday, November 6, 2024, 6:00 p.m.

ATTACHMENTS:

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



MINUTE RECORD

CLAIMS FOR OCTOBER 15, 2024

CITY ADMINISTRATOR

AMAZON.COM, LLC	PC-CORK WALL BOARD	116.99
CAPITAL BUSINESS SYSTEMS, INC	2024/08/20-09/19 COPIER EXPENSE	118.91
LINCOLN NE PARKING	PC-METER PARKING	1.50
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	522.12
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	45.22
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	83.31
SHELL	PC-FUEL	53.39
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	158.29
WSJ/BARRONS SUBSCRIPTION	PC-WALL ST JOURNAL SUBSCRIPTION	30.81
		\$ 1,221.26

CITY COUNCIL

DON PREISTER	2024/07/31M REIMB FOR INTERNET	50.00
DON PREISTER	2024/08/31M REIMB FOR INTERNET	50.00
DON PREISTER	2024/09/30M REIMB FOR INTERNET	50.00
		\$ 150.00

LEGAL

RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	90.72
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	92.14
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	43.65
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	76.15
		\$ 2,538.66

CABLE ADVISORY

ADOBE CREATIVE SOFTWARE	PC-2024/07/21-2025/07/20 ADOBE SOFTWARE	1,155.47
AMAZON.COM, LLC	PC-KEYBOARD AND MOUSE	19.99
CIVICPLUS, LLC	ARCHIVESOCIAL STANDARD	1,886.85
COX BUSINESS SERVICES	2024/09/19-10/18 MONTHLY SERVICE	9.04
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	460.69
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	27.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	36.01
SCOTT WELCH	RESIZE FIRE DEPARTMENT STAFF PICTURES, TRANSFER TO NEW SERVER	645.00
		\$ 4,301.01

CITY CLERK

COLUMN SOFTWARE, PBC	PC-LEGAL AD	2,809.50
SARPY COUNTY CLERK	FILING FEES	140.00
MICROFILM IMAGING SYSTEMS	MAINTENANCE AND REPAIRS-SCANNER	275.70
NEBRASKA SECRETARY OF STATE	PC-RENEW NOTARY LICENSE-KLUTHE	30.00
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	798.53
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	28.10
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	36.27
		\$ 4,178.58

FINANCE/RISK MANAGEMENT

AICPA	PC-MEMBERSHIP DUES-SEVERSON	340.00
AMAZON.COM, LLC	PC-OFFICE SUPPLIES, SAFETY SHOES	353.78
CAPITAL BUSINESS SYSTEMS, INC	2024/08/20-09/19 COPIER EXPENSE	235.07
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	60.00
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	675.68
QUADIENT FINANCE USA, INC	2024/08/27 REFILL ACCT 9893 (1500 WALL)	1,000.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-3 EMP	600.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	92.67
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	155.68
WALMART SUPERCENTER	PC-TV FOR FINANCE CONFERENCE ROOM	698.00
		\$ 4,452.80

MINUTE RECORD

CLAIMS FOR OCTOBER 15, 2024

PAGE 2

LIBRARY

AMAZON.COM, LLC	PC-5 SCANNERS,BOOKD, VIDEOS, OFFICE SUPPLIES, PRINTER, CARPET SWEEPER	3,979.57
BELLEVUE PRINTING COMPANY	LETTERHEAD ON CLASSIC LINEN	194.00
CAPITAL BUSINESS SYSTEMS, INC	2024/08/31-09/29 COPIER EXPENSE	67.93
CAPITAL BUSINESS SYSTEMS, INC	NEW CANON COPIER C5850i	4,984.00
CARBIDE 3D, LLC	PC-COMPACT ROUTER, STARTER PACK (REIMB BY BLF)	2,675.00
CENGAGE LEARNING, INC	LARGE PRINT BOOKS	26.39
CHOOSECO LLC	PC-BOOKS	192.73
COLUMN SOFTWARE, PBC	PC-LEGAL AD	23.32
COX BUSINESS SERVICES	2024/09/30M MONTHLY SERVICE	107.39
DEMCO	PC-BOOK SUPPLIES	33.93
INDOFF, INC	PC-COPY PAPER	416.93
INGRAM LIBRARY SERVICES	BOOKS	1,895.09
JOANN STORES	PC-PROGRAM SUPPLIES	5.27
KAPCO	PC-OFFICE SUPPLIES, CHARGES	675.68
NATIONAL GEOGRAPHY	PC-2024/08/01-2025/08/31 NATIONAL GEOGRAPHY SUBS	41.15
OCLC INC	2024/10/31-2025/09/30 CATALOGING SUBSCRIPTION	18,822.90
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	1,782.09
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	91.22
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	118.84
SCHOOL LIFE	PC-PROGRAM SUPPLIES	516.84
SCOTT WELCH	2024/10/31M WEB HOSTING AND SUPPORT	125.00
VERIZON WIRELESS	2024/09/17-10/16 MONTHLY SERVICE	54.24
WALMART SUPERCENTER	PC-DISTILLED WATER	2.52
		\$ 37,073.95

ADMINISTRATIVE SERVICES/PERSONNEL

HR NEBRASKA CONFERENCE	PC-HR CONFERENCE-DECKER	650.00
COLUMN SOFTWARE, PBC	LEGAL AD	16.42
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	30.00
INTEGRATED CARE, LLC	RANDOM TESTS	950.00
MATRIX BUSINESS SYSTEMS INC	2024/10/01-12/31 COPIER EXPENSE	66.00
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	522.12
OMAHA PUBLIC POWER DISTRICT	2024/08/22-09/20 MONTHLY SERVICE	277.33
ONE SOURCE	2024/09/01-10/01 BACKGROUND CHECKS	157.00
PRECISE MRM LLC	2024/05/31M FLAT DATA PLAN	207.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	302.40
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	99.05
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	130.32
UKG INC	PAYROLL PROCESSING AUGUST HR & OCT-DEC 2024 PR	34,522.56
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	3,248.24
		\$ 41,178.44

CODE ENFORCEMENT

AMAZON.COM, LLC	PC-ZIP TIES	7.99
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	189.76
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	181.44
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	68.30
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	86.02
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	683.97
VISTA PRINT	PC-BUSINESS CARDS-BOCKMAN	60.98
		\$ 1,278.46

PUBLIC WORKS

AMAZON.COM, LLC	PC-BUSINESS PORTFOLIO, OFFICE SUPPLIES	117.43
ALFRED BENESCH & COMPANY	BPW-220814 FIBER OPTIC INSTALL 2024/05/06-09/22	46.02
ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INST 2024/08/26-09/22	7,285.28
JEO CONSULTING GROUP, INC	BPW-230510 ASSIST WITH PCSMP IN PERMIX THRU 2024/09/20	2,037.50
MATRIX BUSINESS SYSTEMS INC	2024/09/30M COPIER EXPENSE	113.40

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PUBLIC WORKS (cont'd)

OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	318.66
ONE CALL CONCEPTS	2024/09/30M LOCATES	1,020.90
PRECISE MRM LLC	2024/08/31M FLAT DATA PLAN	23.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	211.68
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	92.47
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	141.01
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	283.15
		\$ 11,690.50

PARKS

AMAZON.COM, LLC	PC-FIRST AID SUPPLIES, PET WASTE BAGS	229.21
ALEXANDER LAWN & LANDSCAPE, INC	2024/09/17 MOWING	3,376.70
A-RELIEF SERVICES	2024/07/16-08/12 PORTABLE RESTROOMS-BELLEVUE HEROES PARK	327.00
CAPITAL BUSINESS SYSTEMS, INC	2024/08/18-09/17 COPIER EXPENSE	25.88
COX BUSINESS SERVICES	2024/09/30M MONTHLY SERVICE	107.39
J & J SMALL ENGINE SERVICE	PC-CHAIN SAW, BLADE, TIRE RIM, POLE SAW	1,983.43
MENARDS	PC-LUMBER, SUPPLIES, TRASH CANS, SUPPLIES, BRUSHES	301.48
OMAHA PUBLIC POWER DISTRICT	2024/08/02-08/30 MONTHLY SERVICE	83.89
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	2,753.63
OMAHA PUBLIC POWER DISTRICT	2024/08/22-09/20 MONTHLY SERVICE	38.83
OMAHA PUBLIC POWER DISTRICT	2024/08/23-09/23 MONTHLY SERVICE	465.34
OMAHA PUBLIC POWER DISTRICT	2024/09/25 MONTHLY SERVICE	65.14
PAPILLION SANITATION	2024/09/01-09/15 TEMPORARY DUMPSTER USE-EVERETT PARK	548.80
PRECISE MRM LLC	2024/08/31M FLAT DATA PLAN	299.00
READY MIXED CONCRETE COMPANY	CONCRETE	1,685.36
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	464.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	95.30
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	116.50
TREES SHRUBS AND MORE	TREES, SHRUBS-STONECROFT PARK	2,058.88
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	8,877.28
WESTLAKE ACE HARDWARE	PC-OIL, GARAGE TRANSMITTER, KEYS, SPRAY PAINT	197.57
		\$ 24,101.09

RECREATION

AMAZON.COM, LLC	PC-SPORTS WHISTLES FOR UMPIRES	66.70
BAKERS BELLEVUE	PC-CONCESSION SUPPLIES, FUEL	465.49
COX BUSINESS SERVICES	2024/09/30M MONTHLY SERVICE	83.39
MENARDS	PC-CLEANING SUPPLIES, ELECTRICAL SUPPLIES	340.02
METROPOLITAN UTILITIES DIST	2024/08/14-09/13 MONTHLY SERVICE	907.49
METROPOLITAN UTILITIES DIST	2024/09/11-09/19 MONTHLY SERVICE	14.26
NEVCO SPORTS, LLC	PC-BATTERY, CARRYING CASE	460.00
ODEYS FIELD EXPERTS	LINESTRIPE WHITE PAINT	726.00
OMAHA PUBLIC POWER DISTRICT	2024/08/02-08/30 MONTHLY SERVICE	55.38
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	417.16
OMAHA PUBLIC POWER DISTRICT	2024/08/22-09/20 MONTHLY SERVICE	460.08
OMAHA PUBLIC POWER DISTRICT	2024/08/23-09/23 MONTHLY SERVICE	42.31
PRECISE MRM LLC	2024/08/31M FLAT DATA PLAN	92.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	60.48
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	23.24
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	41.19
SAM'S CLUB DIRECT	PC-CONCESSION SUPPLIES	823.77
TENNIS COURTS UNLIMITED	REPAIRS OF TENNIS COURTS	15,200.00
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	715.99
WESTLAKE ACE HARDWARE	PC-EQUIPMENT REPAIR, SUPPLIES	49.33
		\$ 21,044.28

FACILITY MAINTENANCE

AMAZON.COM, LLC	PC-BAGS/FILTERS FOR VACUUM, EMERGENCY LIGHTS, VACUUM	1,669.66
BEST CUT LAWN CARE	ENTRYWAY RETAINING WALL AT CEMETERY	48,375.00
BIG INK	PC-EMBROIDER UNIFORM-ZIMMER	26.00
BIG RED LOCKSMITHS	DUPLICATE KEYS-LIBRARY	28.00

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FACILITY MAINTENANCE (cont'd)

COX BUSINESS SERVICES	2024/09/30M MONTHLY SERVICE	107.39
DC ELECTRIC/HEARTLAND LIGHTING	RELOCATE PLUG IN COUNCIL CHAMBERS	3,317.21
ELKAY SALES, INC	PC-FILTER REPLACEMENT-REED CENTER	172.00
FERGUSON ENTERPRISES INC #1657	PC-PLUMBING SUPPLIES	988.69
FILTER SHOP	PC-FILTERS	479.70
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE INSPECTION-STREET SHOP	1,245.25
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES	286.30
IDEAL PURE WATER COMPANY	BOTTLED WATER	27.50
JACKSON SERVICES, INC	DOOR MAT SERVICE	99.53
JOHNSTONE SUPPLY	PC-C02 CARTRIDGE-1510 WALL ST	44.73
MENARDS	PC-BATTERIES, CLEANING SUPPLIES, FILTERS, LANDSCAPE MATERIALS, LUMBER, GLOVES, REBAR TIE WIRE, CONCRETE, WIRE HANGERS, FLANGES	1,642.27
MMC MECHANICAL CONTRACTORS, INC	REPLACE SEAL KIT AND BEARINGS-COOLER PUMP	3,633.00
MMC MECHANICAL CONTRACTORS, INC	HP NOT WORKING-CHIEF'S OFFICE	745.00
NAPA AUTO PARTS	PC-V-BELT-1510 WALL ST	10.52
OMAHA DOOR & WINDOW COMPANY, INC	REPAIR TROLLEY - NO POWER	836.36
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	1,326.87
OMAHA PUBLIC POWER DISTRICT	2024/08/22-09/20 MONTHLY SERVICE	312.88
OMAHA PUBLIC POWER DISTRICT	2024/08/23-09/23 MONTHLY SERVICE	44.45
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	272.16
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	90.90
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	111.60
SHERWIN WILLIAMS CO	PC-PAINT-REED CENTER	188.89
SITEONE LANDSCAPE SUPPLY	PC-PLASTIC ANGLE, VALVE-EVERET PK	441.49
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	849.32
VOSS LIGHTING	PC-LIGHTS-NEW LIBRARY	47.12
WESTLAKE ACE HARDWARE	PC-FILL VALVE LEAK, LANDSCAPE MATERIALS, BRACE	136.45
		\$ 67,556.24

CEMETERY

AMERICAN CEMETERY SUPPLIES, INC	CEMETERY SUPPLIES, MARKER, BOLTS, HAND MACHINE, CHAIR COVERS	1,785.00
CAPITAL BUSINESS SYSTEMS, INC	2024/10/06-11/05 COPIER EXPENSE	15.45
COX BUSINESS SERVICES	2024/09/30M MONTHLY SERVICE	83.39
COX BUSINESS SERVICES	2024/09/22-10/21 MONTHLY SERVICE	91.99
OMAHA PUBLIC POWER DISTRICT	2024/08/22-09/20 MONTHLY SERVICE	309.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	90.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	29.83
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	36.91
TRED-MARK COMMUNICATIONS	INSTALL NEW PHONE LINE-CEMETERY	890.00
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	695.04
WESTLAKE ACE HARDWARE	PC-SMALL TOOLS	66.94
		\$ 4,094.99

STREETS

AMAZON.COM, LLC	PC-CLEANING SUPPLIES, RINGS FOR FLAGS	287.80
3M COMPANY	REFLECTIVE SHEETING-WHITE, GREEN	2,109.45
ALFRED BENESCH & COMPANY	BPW-240103 OVERLAY PROJECTS 2024/08/26-09/22	1,390.50
ALFRED BENESCH & COMPANY	BPW-240116 CDBG SIDEWALK IMP 2024/08/26-09/22	3,869.25
ALFRED BENESCH & COMPANY	BPW-240101 STREET RESURFACING 2024/08/26-09/22	7,603.88
ALFRED BENESCH & COMPANY	BPW-190815 CAPEHART RD 2024/08/26-09/22	4,410.00
ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2024/07/29-08/25	26,601.05
ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2024/08/26-09/22	39,068.45
AVERY RENTS	PROPANE FOR TACK, TAR MACHINES	80.42
CAPITAL BUSINESS SYSTEMS, INC	2024/08/12-09/11 COPIER EXPENSE	22.60
COX BUSINESS SERVICES	2024/09/30M MONTHLY SERVICE	274.17
DREFS TREE SERVICE	CUT DOWN MAPLE TREE-2408 WASHINGTON ST	2,800.00
FELSBURG HOLT & ULLEVIG, INC	BPW-240601 36TH ST CORRIDOR STUDY 2024/08/31M	5,828.75
GALVIN GLASS	PC-RE-FIBER SCREENS	43.93
HGM ASSOCIATES INC	BPW-230105 ODORANT BLDG RENOVATION THRU 2024/09/15	1,850.00
IA/NE CONCRETE PRODUCTS	CONCRETE	12,192.50

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STREETS (cont'd)

JACOBS ENGINEERING GROUP, INC	BPW-240121 COLLEGE HTS STORMWATE REPAIR 2024/07/24-	42,663.10
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE IMP 2024/07/27-08/23	3,393.88
LOGAN CONTRACTORS SUPPLY	PC-WOOD LATH	179.85
MARTIN ASPHALT	BULK ASPHALT TACK	1,940.00
MD SOLUTIONS, INC	BLANK STREET SIGNS	2,182.00
MENARDS	PC-LUMBER, SHACKLES, SLINGS, SUPPLIES	324.73
METRO LANDSCAPE MATERIALS AND	MULCH	960.00
METRO LEASING	8748 METRO LEASE-2024/09/25 INT'L TRUCKS (6)	26,953.86
NEWMAN SIGNS INC	STREET SIGNS	12,187.80
OLSSON ASSOCIATES	BPW-230612 N 370 SIGNAL TIMING THRU 2024/05/04	33.73
OLSSON ASSOCIATES	BPW-240120 36TH UTILITY COORDINATION THRU 2024/09/07	8.57
OLSSON ASSOCIATES	BPW-240120 36TH UTILITY COORDINATION THRU 2024/09/07	17,018.37
OMAHA PUBLIC POWER DISTRICT	2024/08/02-08/30 MONTHLY SERVICE	205.38
OMAHA PUBLIC POWER DISTRICT	2024/08/02-09/03 MONTHLY SERVICE	35.35
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	529.56
OMAHA PUBLIC POWER DISTRICT	2024/08/15-08/27 MONTHLY SERVICE	475.12
OMAHA PUBLIC POWER DISTRICT	2024/08/21-09/23 MONTHLY SERVICE	212.59
OMAHA PUBLIC POWER DISTRICT	2024/08/22-09/20 MONTHLY SERVICE	41.48
OMAHA PUBLIC POWER DISTRICT	2024/08/23-09/23 MONTHLY SERVICE	237.16
OMAHA PUBLIC POWER DISTRICT	2024/09/25 MONTHLY SERVICE	2,547.41
OMAHA PUBLIC POWER DISTRICT	REPAIR STREET LIGHTS-370 & KENNEDY	4,506.73
OMNI ENGINEERING	ASPHALT	5,364.51
PRECISE MRM LLC	2024/08/31M FLAT DATA PLAN	1,265.00
READY MIXED CONCRETE COMPANY	CONCRETE	36,130.66
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	1,048.72
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	344.14
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	429.40
STAN HOUSTON EQUIPMENT COMPANY, INC	FORKS FOR BOBCAT SKID STEER	899.00
THE SCHEMMER ASSOCIATES	BPW-240201 FONTENELLE HILLS PROJECT 2024/08/31M	14,983.19
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	11,107.02
WESTLAKE ACE HARDWARE	PC-SUPPLIES TO REPAIR SPRINKLER	30.16
		\$ 296,671.22

FLEET MAINTENANCE

911 CUSTOM, LLC	LIGHTS, RED & BLUE, ROOF MOUNT PLATFORM	1,131.42
AGRIVISION EQUIPMENT GROUP	PC-CHAIN LOOP, CARRYING CASE, SAW BLADES, CHAIN SAWS, CONCRETE SAW, HOSE, CARBURATOR	3,970.78
ALLIED OIL & TIRE COMPANY	OIL	1,870.95
AMAZON.COM, LLC	PC-COMBUSTION LEAK TEST KIT, DECK ELT, HITCH RECEIVER, IDLER PULLEY, FAN, OXIDE SENSOR, V-BELT, GASKET MAKER	2,458.22
BAXTER FORD	PC-ALTERNATOR, AXLE ASSY, CALIPERS, DEFLECTOR, MOULDING, REGULATOR, COMPRESSOR, RESERVOIR, SEPARATOR, SHOCK ABSORBERS, VALVE	6,269.41
BOBCAT OF OMAHA	BROOM SHIELD, PLATES WASHERS LIGHTS, DECALS	2,495.49
CAPITAL BUSINESS SYSTEMS, INC	2024/08/20-09/19 COPIER EXPENSE	55.74
CORNHUSKER INTERNATIONAL TRUCKS	PC-AIR GAUGE, BATTERY CLAMPS, MUFFLER CLAMPS, ENGINE SUPPORT, CARTRIDGES	1,525.10
COX BUSINESS SERVICES	2024/09/30M MONTHLY SERVICE	107.39
CUMMINS SALES AND SERVICE	PC-CRANKCASE BREATHER	416.20
DULTMEIER SALES LLC	PC-SHURFLO PUMP, ELBOW	224.60
EDS WIRE ROPE & RIGGING	PC-WIRE ROPE	115.72
EDWARDS CHRYSLER DODGE JEEP RAM	PC-DETECTOR, VAPOR SEAL	65.14
FORCE AMERICA DISTRIBUTING, LLC	PC-INTERNAL MOTOR SENSOR CABLES FOR SANDERS, NIGHT VISION CAMERA, TEMP LEVEL SENDER	1,799.76
GRAHAM TIRE COMPANY	PC-TIRES	3,674.72
HOSE & HANDLING, INC	PC-STAINLESS KING NIPPLE	142.80
INLAND TRUCK PARTS CO	PC-BRAKE DRUMS	506.06
INTERSTATE ALL BATTERY CENTER	PC-BATTERY	16.80
INTERSTATE BATTERIES	PC-BATTERIES	1,572.72
INTERSTATE POWER SYSTEMS, INC	PC-PRESSURE SWITCH	27.02
ISNARDO SALGADO	REIMB TRAVEL EXPENSE FOR TRAINING	700.85

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FLEET MAINTENANCE (cont'd)

J & J SMALL ENGINE SERVICE	PC-ENGINE, FUEL TANK	2,886.89
JIM HAWK TRUCK TRAILERS	PC-CONNECTORS, BRAKE CHAMBER, CLEVIS, PURGE VALVE, CARTRIDGES	1,423.53
KEYMASTERS OF GREATER OMAHA, INC	PC-REKEY AUTO	140.00
KRIHA FLUID POWER CO	PC-BACKUP RINGS, SEALS, FITTINGS, SPRING GUARD, NIPPLES, O-RINGS, PIPE, PLUGS	1,569.53
MACQUEEN EQUIPMENT, LLC	PC-ACTUATOR-LINEAR, TEMP CABLE, GEAR NUTS, LUGS, PRIMER, VALVES	1,935.45
MATHESON TRI-GAS INC	WELDING SUPPLIES	229.56
MATHESON TRI-GAS INC	PC-2024/06/30M CYLINDER RENTAL	311.10
MCMASTER-CARR SUPPLY COMPANY	PC-STEEL SCREWS	52.96
MENARDS	BATTERIES, DRUM FAN, ABRASAVIE BLASTING, CHAIN LUBE, DRILL BITS, TAPE, TOO SAVER, WELDING SUPPLIES, BAGS	1,058.46
MGX EQUIPMENT SERVICES, LLC	PC-STOP BUTTON	60.21
MIDWEST LININGS	PC-BED RAILS AND TIE DOWNS	631.00
MIDWEST TURF & IRRIGATION	PC-WHEEL ASSEMBLY	188.20
MURPHY TRACTOR	PC-CONTROL VALVE, CYLINDER, LEVEL GAUGE, TOOTH, PINS	2,248.47
OMAHA PUBLIC POWER DISTRICT	2024/08/23-09/23 MONTHLY SERVICE	1,058.27
ONYX AUTOMOTIVE	PC-COOLANT HOSE	60.66
O'REILLY AUTO PARTS	PC-COOLANT TEST	28.29
PARTSTREE	PC-MOLDED DIODES	48.33
PRECISE MRM LLC	PC-FLAT DATA PLAN	322.00
QUALITY TIRE, INC	PC-TIRES	127.00
RDO TRUCK CENTERS	PC-TUBE	119.12
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	483.84
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	173.96
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	222.56
SUSPENSION SHOP	PC-SPRINGS FOR PLOW TRUCKS	1,379.04
SWAN ENGINEERING, LLC	PC-RATCHEWT STRAP	51.70
TOOL SHED OF OMAHA	PC-CUT-OFF WHEELS	242.50
TRED-MARK COMMUNICATIONS	DATA DROP FOR SCANNER & PRINTER	876.00
TRUCK CENTER COMPANIES-OMAHA	PC-DEF FILTER KIT	735.42
UPS STORE	PC-MAILING CHARGES	71.24
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	726.64
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS RENTAL	450.35
WELDON PARTS INC	PC-SHOE KITS, SHOE CORE, BRAKE DRUMS, TRANSMITTER	2,193.01
WESTLAKE ACE HARDWARE	PC-SUPPLIES	36.80
		\$ 51,288.98

SOLID WASTE

CITY OF OMAHA	2024/08/31M COMPOST DELIVERIES	15,586.06
PAPILLION SANITATION	2024/09/04-09/10 GLASS RECYCLE	372.28
PAPILLION SANITATION	2024/09/30M TRASH HAULING FEES	359,292.06
		\$ 375,250.40

PLANNING

RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	90.72
CAPITAL BUSINESS SYSTEMS, INC	2024/08/18-09/17 COPIER EXPENSE	55.24
COLUMN SOFTWARE, PBC	LEGAL AD	48.04
OLSSON ASSOCIATES	COMP PLAN UPDATE & LONG RANGE TRANSPORT THRU 2024/09/07	70,914.28
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	288.24
OMAHA WORLD HERALD	LEGAL AD 9/26 CC MTG STMT#EM9292024-1035381	23.80
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	38.47
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	54.61
		\$ 71,513.40

PERMITS & INSPECTIONS

AMAZON.COM, LLC	PC-AUTOMATIC STAPLER, OFFICE SUPPLIES	199.98
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	385.12
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	241.92
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	96.40
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	125.68
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	1,887.18
		\$ 2,936.28

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POLICE

ALIEXPRESS	PC-SUNSHADE SHIELD	52.63
AIMPOINT INC	OPTIC AND MAGNIFIER FOR RIFLE	1,240.00
AMAZON WEB SERVICES, INC	2024/09/30M MONTHLY WEB SERVICES	926.79
AMAZON.COM, LLC	PC-BATTERIES, CURTAINS, CLEANING SUPPLIES, COMPASS, MONITORS, FRAMES, CABLES	1,647.00
A-RELIEF SERVICES	2024/08/23-09/19 PORTABLE RESTROOM- RANGE	136.00
AVERY L LOSCHEN	2024/11/30M RENT FOR K9 BUILDING	1,300.00
BEARDMORE HYUNDAI	PC-1ST LEASE PYMT ON HYUNDAI	720.01
BENEFIT PLANS	2024/09/30M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BERLA CORPORATION	PC-2024/08/22-2025/08/22 RENEWAL PLAN	3,250.00
CAPITAL BUSINESS SYSTEMS, INC	2024/08/17-09/16 COPIER EXPENSE	370.17
CCAP AUTO LEASE	2024/09/30M USPIS LEASE VEHICLE	696.68
CHARTER COMMUNICATIONS OPERATING, LLC	SUBPEONA REQUESTS	50.00
CITY OF LINCOLN	HYDRANT REPAIR	739.84
CIVICPLUS, LLC	ARCHIVESOCIAL STANDARD	5,660.55
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY-MANNING	17.15
COX BUSINESS SERVICES	2024/09/30M MONTHLY SERVICE	276.99
CRASH DATA SPECIALISTS	CRASH DATA RETRIEVAL CLASS CDS 2409 CDR OAA	15,000.00
DATA PILOT, INC	PC-2024/09/08-2025/09/08 SOFTWARE RENEWAL	2,795.00
DIGITAL INTELLIGENCE, INC	PC-REPLACEMENT BATTERY FOR SERVER	1,200.00
EBAY MARKET	PC-CHARGING BASES	64.18
EBERLESTOCK.COM	PC-SNIPER PACK AND BAG	441.85
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	2.36
GABRIELLE ZALESKI	REIMB TRAINING EXPENSES	1,990.68
GALL'S, LLC	UNIFORM ITEMS-MARRS	227.94
GREAT PLAINS UNIFORMS	UNIFORM NAME PLATES, BALLISTIC VEST	849.00
HAMPTON INN-WINSTON-SALEM	PC-LODGING FOR TRAINING-MILOS	725.46
HOPE VALENTINE, LLC	2024/09/30M MENTAL HEALTH	900.00
HY VEE	PRESCRIPTION FOR CHEQUE	92.38
HYUNDAI MOTOR FINANCE	2024/09/30M - 2ND LEASE PYMT - HYUNDAI	720.01
INFOSAFE SHREDDING	2024/10/31M ON-SITE SHREDDING SERVICE	60.00
J P COOKE COMPANY	NOTARY STAMP-BEES	39.40
JACKSON SERVICES, INC	DOOR MAT SERVICE	92.54
JOE MILOS	REIMB TRAINING EXPENSES	729.42
JW MARRIOTT DESERT RIDGE	PC-LODGING DIFFERENCE IN PRICE-MOORE	0.05
MARISSA HOLWERDA	REIMB PER DIEM FOR TRAINING	324.50
MARK FIEDELHOLTZ	PC-REGISTRATIONS 4 EMP-SOCIALMEDIA MISCONDUCT	76.00
MARRIOTT MARQUIS-WASHINGTON, DC	PC-LODGING FOR TRAINING-MARRS, MILOS	1,836.65
MATRIX BUSINESS SYSTEMS INC	2024/09/30M COPIER EXPENSE	212.95
MIDWAY USA.COM	PC-GUN CASE-HOLWERDA	269.23
MYZONE, INC	PC-2024/07/31M WELLNESS PROGRAM	75.00
NEBRASKA LAW ENFORCEMENT TRAINING	PC-PROCESSING FEES	400.00
NEBRASKA LAW ENFORCEMENT TRAINING	TABE TEST-POHEVITZ	15.00
NEBRASKA SECRETARY OF STATE	PC-NOTARY RENEWAL-TREINEN	30.00
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	6,861.55
PAT KOCHENDERFER	2024/09/30M CONTRACTED HOURS	374.01
PEN-LINK	2024/11/01-2025/10/31 PLX SOFTWARE LICENSE	6,112.86
PETCO	K9 SUPPLIES	42.79
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2024/07/26-08/25 EVIDENCE STORAGE	164.00
PORTABLE STORAGE OF NEBRASKA, LLC	PC-2024/08/24-09/24 EVIDENCE STORAGE	164.00
RELiance STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	3,241.76
RELiance STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	1,059.99
RELiance STANDARD LIFE INSURANCE CO	2024/09/30M LTD	2,377.17
SHERATON KC AT CROWN CENTER	PC-LODGING FOR TRAINING-MELVIN, PAULSEN, MARRS	2,354.44
SPRINGHILL SUITES-CHEYENNE, WY	PC-LODGING FOR TRAINING-HAVERTY	604.55
STANARD & ASSOCIATES, INC	ENTRY LEVEL SELECTION TEST	786.00
TARGETS ONLINE	TARGETS, CARDBOARD BACKERS	503.75
TIMOTHY J HRBEK	OCT 2024-ANNUAL SETTLEMENT THRU OCT 2030	15,528.00
TRAVELERS	2014/10/01-2015/10/01 PAID LOSS RECOVERY-2024/09/30	2,236.00
TX PAPHILLION LLC	CAR WASH	29.99
U.S. CELLULAR	2024/09/04-10/03 MONTHLY SERVICE	44.48
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	974.00
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	18,795.18
VIKTOS, LLC	PC-JACKETS-MARRS FOR SHAPIRO & WINGAD	287.45
VISTA PRINT	PC-BUSINESS CARDS	93.57
WALMART SUPERCENTER	REFRESHMENTS FOR TESTING	15.55
		\$ 117,722.06

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FIRE & RESCUE

AMAZON.COM, LLC	OFFICE SUPPLIES, UNIFORM, PRINTER SUPPLIES, CO2 MONITORS, SNEAKERS, METAL BLADES, SERVICE TAGS	1,314.29
AIRGAS USA, LLC	OXYGEN, CYLINDER RENTAL	818.30
BELLEVUE TRAVEL	AIRFARE-GIBILISCO, GUIDO	1,043.92
BELLEVUE TRAVEL	AIR FARE TO INSPECT VEHICLE IN FL-EBEL	664.94
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES, PHARMACY SUPPLIES	6,971.14
SARPY COUNTY DMV	VEHICLE REGISTRATION	45.00
COX BUSINESS SERVICES	2024/09/30M MONTHLY SERVICE	214.78
EC DATA SYSTEMS, INC	PC-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	SCBA REPAIR	15.00
EILEEN'S COOKIES	PC-BADGE PINNING CEREMONY REFRESHMENTS	138.00
GIOVANNI GUIDO	REIMBURSE PARAMEDIC EXPENSES	618.73
GREAT PLAINS UNIFORMS	UNIFORM ITEM-14 EMP	3,763.65
HARBOR FREIGHT TOOLS	PC-TOOLS FOR ENGINES	11.96
HARRIS DECALS INC	DECALS FOR FIRE CARS 3 & 4	802.15
HORWATH LAUNDRY EQUIPMENT	WASHER & DRYER REPAIRS	463.13
INTERSTATE POWER SYSTEMS, INC	REPAIR GENERATOR PUMP, GENERATOR MAINTENANCE	6,371.45
LINDA KLINE	REIMB FOR SERVICE	123.24
MACQUEEN EQUIPMENT, LLC	FIRE BOOTS-JASHINSKE	203.00
MARCO TECHNOLOGIES, LLC	2024/07/02-08/01 COPIER EXPENSE	143.06
MENARDS	PC-CLEANING SUPPLIES, FLARE, LUMBER, REFRESHMENTS	2,648.94
MOTOROLA SOLUTIONS, INC	RADIO EQUIPMENT FOR NEW FORD TRUCK	6,456.48
OMAHA DOOR & WINDOW COMPANY, INC	INSTALL SLIDE GATE OPENER-TRNG SITE	8,400.00
OMAHA PUBLIC POWER DISTRICT	2024/08/02-08/30 MONTHLY SERVICE	1,477.35
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	1,914.21
OMAHA PUBLIC POWER DISTRICT	2024/08/22-09/20 MONTHLY SERVICE	935.76
OMAHA PUBLIC POWER DISTRICT	2024/08/23-09/23 MONTHLY SERVICE	2,734.77
OMAHA PUBLIC POWER DISTRICT	2024/09/25 MONTHLY SERVICE	827.50
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	3,034.88
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	829.90
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	1,744.38
SAPP BROS PETROLEUM	PC-PROPANE FOR TRAINING	400.68
STERICYCLE, INC	2024/08/06 ON-SITE SHREDDING SERVICE	144.00
STRYKER SALES CORPORATION	MEDICAL SUPPLIES	22.62
UNITED HEALTH INSURANCECOMPANY	REFUND FOR SERVICE 2024/06/03 L MEI	787.80
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	9,956.34
WALMART SUPERCENTER	PC-BADGE PINNING CEREMONY REFRESHMENTS	43.41
WPSG, INC	PC-RESCUE STRAPS, FOG FLUID	616.24
ZOLL DATA SYSTEMS INC	2024/10/31M ZOLL BILLING	1,654.80
ZOLL MEDICAL CORPORATION	RESQPOD ITD	2,763.60
		\$ 71,127.35

NON-DEPARTMENTAL/CONTRACT

BAXTER FORD	PC-MOULDING, WEATHERSTRIP-HAIL DAMAGE	663.35
AMERICAN NATIONAL BANK	2024/08/31M ACCT 1000 ANALYSIS CHG	639.01
AUTO BODY AUTHORITY	2024 CHEVY COLORADO -PW HAIL DAMAGE REPAIR	6,664.00
CENTURY LINK	2024/08/20-09/19 MONTHLY SERVICE	89.81
CENTURY LINK	2024/09/22-10/21 MONTHLY SERVICE	185.46
CHICK-FIL-A	PC-EMPLOYEES APPRECIATION-STORM CLEANUP	679.00
COX BUSINESS SERVICES	2024/09/30M MONTHLY SERVICE	281.98
DOMINO'S PIZZA	PC-EMPLOYEES APPRECIATION-STORM CLEANUP	151.91
DREFS TREE SERVICE	TREES REMOVAL-STORM	9,950.00
FIRST NATIONAL INSURANCE COMPANY	2024/10/01-2025/10/01 CONSULTING FEE, SURETY BOND, DRONE POLICY	37,700.75
J & J SMALL ENGINE SERVICE	PC-CHAINS, BAR OIL	339.59
KISSEL, KOHOUT, ES ASSOCIATES, LLC	2024/10/01-2025/09/30 LEGISLATIVE SERVICES	10,812.55
LOCKTON COMPANIES, LLC	2024/09/30M WELLNESS CONSULTING FEE	1,875.00
REGIONAL METROPOLITAN TRANSIT AUTHORITY OF OMAHA	2024/07/31M MAT SERVICE 2186 MILES	7,401.00
SAM'S CLUB DIRECT	PC-EMPLOYEES APPRECIATION-STORM CLEANUP	231.56
SCOTT WELCH	MONTHLY WEB MAINTENANCE	125.00
TASC - TOTAL ADMINISTRATIVE SERVICES	2024/12/31Q TASC-FSA ADMIN FEES	2,094.75
TRAVELERS	2014/10/01-2015/10/01 PAID LOSS RECOVERY-2024/09/30	335.00
		\$ 80,219.72

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INFORMATION TECHNOLOGY

AMAZON.COM, LLC	PC-FUSE ADAPTER, LINKRUNNER, GEAR & CHAIN LUBE, INTERNET PORT, KEY CABINET, POWER SUPPLY,ANTENNA	3,249.52
BIG RED LOCKSMITHS	DUPLICATE KEYS	12.00
DELL MARKETING L.P.	MEMORY UPGRADE-MCKEONE	166.00
DILLONS CUSTOMER CHARGES	PC-FUEL FOR GENERATOR	19.42
HARBOR FREIGHT TOOLS	PC-ROTARY MOWER, BIT SET, EXT CORD	174.97
HOSTGATOR.COM	PC-2024/07/31M MONTHLY DOMAIN MAINTENANCE	87.99
MENARDS	PC-CORD KIT, WASHERS, SUPPLIES	182.83
MOTOROLA SOLUTIONS, INC	DC POWER CABLE ASSEMBLY, BATTERIES	1,209.30
ONE CALL CONCEPTS	2024/08/31M LOCATES	7.92
SHI INTERNATIONAL CORP	2024/07/11-11/04 ADOBE MAINTENANCE, CISCO SOFTWARE	507.01
UPS STORE	PC-MAILING CHARGE	169.52
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	388.43
WESTLAKE ACE HARDWARE	PC-KEYS, AND KEY RINGS	38.72
		\$ 6,213.63

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	2024/09/30M SERVICES FOR INDOOR WATERPARK	12,500.00
WHITewater WEST INDUSTRIES, LTD	BELLEVUE INDOOR PARK-PAYMENT 2	45,000.00
		\$ 57,500.00

2206 LONGO DR

BIBLIOTHECA, LLC	LIBRARY SUBSCRIPTIONS, SELF CHECK DESKTOP	8,216.58
C&E INDUSTRIES	2024/08/31M JANITORIAL SERVICE	4,044.60
CBRE, INC - VALUATION & ADVISORY SERVICES	2024/09/16 LEASE COMMENCEMENT	2,854.88
CENTURY LINK	2024/09/04-10/03 MONTHLY SERVICE	131.76
CINTAS LOCATION #749	MAT SERVICE	906.72
COX BUSINESS SERVICES	2024/08/27-09/26 MONTHLY SERVICE	147.00
FIRE PROTECTION SERVICES, LLC	SEMI-ANNUAL FIRE ALARM INSP	1,050.95
JIFFY/LEVENSPP'S SUPPLY	CLEANING SUPPLIES	517.61
KASEYA US, LLC	2024/07/01-2029-06/30-WIRELESS INTERNET SYSTEM-NEW LIBRARY	3,675.00
METROPOLITAN UTILITIES DIST	2024/08/06-09/04 MONTHLY SERVICE	2,214.90
MIDWEST STORAGE SOLUTIONS	LIBRARY SHELVING ADA CHANGE ORDER	6,524.50
MMC MECHANICAL CONTRACTORS, INC	HVAC SERVICES - AC NOT WORKING PROPERLY, MAINTENANCE	7,692.28
OMAHA PUBLIC POWER DISTRICT	2024/07/24-08/23 MONTHLY SERVICE	9,503.17
PAPILLION SANITATION	2024/09/30M SERVICE	332.68
PRIDE HOME SERVICES	REPAIRED MAIN LINE LEAK	500.00
PROTECH PEST CONTROL	BI-ANNUAL EXTERIOR PEST CONTROL	363.80
RAPID GRAPHICS	NEW SIGNAGE	893.81
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	OVERALL BUILDING CHECK	321.00
SELDIN LLC	REMOVE TAPE RESIDUE FROM DOORS IN STE 210 , FIXED LIGHT	117.70
SELDIN LLC	REPLACED FRONT DOOR, CALLED ELITE TO REPLACE & STAIN	203.30
SELDIN LLC	REPLACED DAMAGED CEILING TILES, BROKEN LIGHTS, MISC	737.41
SELDIN LLC	REPLACED LENS AND BULBS IN COMMON AREA	486.70
SELDIN LLC	DRAINED GUNK FROM VA CONDENSTATE DRAIN	349.36
SELDIN LLC	REKEY FOR SUITE 210	340.45
SELDIN LLC	CEILING TILES, CHECKED LEAKS, TOOK OUT TRASH	599.63
SELDIN LLC	REPLACED TWO TOILETS	1,184.04
SELDIN LLC	PAYSCAN, FEES, POSTAGE	299.62
SELDIN LLC	PROPPED OPEN DOORS AND LOOKED FOR CODE FOR DOOR	203.30
SELDIN LLC	LIGHTS	481.61
SELDIN LLC	CONTACTED AND MET WITH HEIMES TO MAKE REPAIRS AS NEED	603.07
SELDIN LLC	CONTACTED MMC FOR DUCTING WORK AND PROPOSAL	112.10
SELDIN LLC	STE 210 WALL PLATE SCREWS, OUTLET PLATE AND BLANK	253.35
SELDIN LLC	VA CONTRACTOR TO REPAIR LEAK ON WATER HEATER IN VA	1,694.97
SELDIN LLC	VA REPLACED 2 BULBS AND BALLAST IN 124, RESET AC FOR BRCK RM	226.84

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2206 LONGO DR (cont'd)

SELDIN LLC	WALK THROUGH, CHECKED LIGHTS AND RESTROOMS	203.30
SELDIN LLC	CONTRACTOR TO CHECK LAWN SPRINKLER LINE LEAK	419.98
SELDIN LLC	CHECKED VA CLOSET FOR CHILLER LINE LEAK	112.10
SELDIN LLC	MONTHLY ELEVATOR INSPECTION	112.10
STERICYCLE, INC	2024/09/30M SERVICE	180.85
TAILORED LAWN, INC	WEED CONTROL AND FERTILIZATION APPLICATIONS	700.00
TITANIUM FIRE SPRINKLER COMPANY	ANNUAL FIRE SPRINKER INSPECTION	1,510.00
TRED-MARK COMMUNICATIONS	INSTALL ADD'L CABLING, PATCH CORDS	15,167.25
WATERLINK INC	2024/09/30M WATER TREATMENT SERVICE	431.63
		\$ 69,855.32

WASTEWATER

AMAZON.COM, LLC	PC-LED LIGHT, OFFICE SUPPLIES, PRINTER	479.28
AMERICAN NATIONAL BANK	2024/08/31M ACCT 1034 ANALYSIS CHG	37.72
CENTURY LINK	2024/09/13-10/12 MONTHLY SERVICE	211.39
CENTURY LINK	2024/09/22-10/21 MONTHLY SERVICE	466.27
SARPY COUNTY DMV	VEHICLE REGISTRATION	16.00
COX BUSINESS SERVICES	2024/09/30M MONTHLY SERVICE	75.74
COX BUSINESS SERVICES	2024/09/12-10/11 MONTHLY SERVICE	208.00
COX BUSINESS SERVICES	2024/09/18-10/17 MONTHLY SERVICE	92.49
ECHO GROUP, INC	PC-FLUKE, SPLICE	546.84
ELLIOTT EQUIPMENT CO	HYD CYLINDER	501.50
HOA OPTIMIZATION & AUTOMATION	REMOTE SERVICE FOR CONTROL SYSTEM	481.25
HOSE & HANDLING, INC	SUCTION HOSE, CLAMP	303.46
JOHNSON SERVICE CO	2024/09/19 SEWER REPAIR, MOBILIZATION	25,375.00
MENARDS	PC-BOLTS, DRILL BITS, WASHERS, DRILL BITS, COUPLINGS, TOOLS, CONNECTORS, STEEL POST, MORTAR, STRAPS, GLOVES	1,234.02
NAPA AUTO PARTS	PC-MOLDING TAPE, OIL	62.61
NMC GROUP, INC	2024/07/30-08/26 PUMP RENTAL	4,775.58
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	3,596.86
OMAHA PUBLIC POWER DISTRICT	2024/08/22-09/20 MONTHLY SERVICE	1,767.46
OMAHA PUBLIC POWER DISTRICT	2024/08/23-09/23 MONTHLY SERVICE	966.57
PRECISE MRM LLC	2024/08/30M FLAT DATA PLAN	46.00
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M DENTAL	564.88
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LIFE	155.90
RELIANCE STANDARD LIFE INSURANCE CO	2024/09/30M LTD	190.72
RJN GROUP INC	2024 GIS UPDATES & FIELD CONFIRMATION THRU 2024/09/27	4,160.00
RJN GROUP INC	2024 GIS SURVEY THRU 2024/08/02	2,372.50
US BANK VOYAGER FLEET SYSTEMS	2024/08/31M FUEL PURCHASES	7,175.72
UTILITY EQUIPMENT COMPANY	RISERS	2,433.68
WESTLAKE ACE HARDWARE	PC-CONCRETE	447.44
		\$ 58,744.88

COMMUNITY DEVELOPMENT

COLUMN SOFTWARE, PBC	PC-LEGAL AD	109.25
		\$ 109.25

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2024/09/25 MONTHLY SERVICE	100.47
		\$ 100.47

ECONOMIC DEVELOPMENT

COLUMN SOFTWARE, PBC	PC-LEGAL AD	22.07
		\$ 22.07

LAW ENFORCEMENT TRUST

CITY OF BELLEVUE	TRANSFER OF EVIDENCE MONEY TO FEDS-US MARSHALS	54,646.00
		\$ 54,646.00

TOTAL CLAIMS FOR OCTOBER 15, 2024 **\$ 1,544,761.87**

TOTAL PAYROLL FOR SEPTEMBER 27, 2024 **\$ 1,725,321.07**

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/01/2024		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Compensation Ordinance Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is being updated to update the wages of the Fire Chief, Asst. Fire Chief, EMS Supervisor and Police Chief. This change is due to the recently approved collective bargaining units and maintaining parity between the positions, the percentage increase matches the increase of the respective subordinate bargaining units.
The redline changes on the other positions are due to the 2% cost-of-living increase that was previously approved in past ordinances.

FISCAL IMPACT: BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 4166

ATTACHMENTS:

1. Ordinance No. 4166 (redlined)	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Willis
[Signature]
[Signature]

ORDINANCE NO. [4166 4157](#)

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. [41574135](#); AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

B. Bellevue Professional Management Association (Management and Professional)

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

<u>Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	•\$ 6,171 – 8,923 6,070 – 8,748
Treasurer	•\$ 335 – 421 328 – 413

<u>Unclassified</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	•\$ 5,444 – 7,306 5,337 – 7,162
Assistant City Attorney	•\$ 8,523 – 11,409 8,356 – 11,185
Assistant Finance Director	•\$ 7,597 – 11,060 7,448 – 10,844
City Attorney	•\$ 9,896 – 12,974 9,701 – 12,719
Dir of Community & Ec. Development	•\$ 9,410 – 13,622 9,227 – 13,355
Communications Director	\$ 6,334 – 8,975 6,209 – 8,798
Acctg, Reporting & Compliance Manager	•\$ 7,060 – 9,873 6,921 – 9,679
Deputy Director Parks & Rec	•\$ 6,486 – 9,447 6,360 – 9,261
Finance Director	•\$ 9,039 – 12,932 8,863 – 12,679
Fire Chief	•\$ 9,617 – 13,355 9,159 – 12,719
Human Resources Generalist	•\$ 4,635 – 7,091 4,545 – 6,952
Human Resources Director	•\$ 7,771 – 11,653 7,618 – 11,424
Manager of Engineering Services	•\$ 8,037 – 10,991 7,880 – 10,776
Library Director	•\$ 7,859 – 10,806 7,705 – 10,594
Planning Director	•\$ 8,473 – 12,333 8,306 – 12,090

Police Chief	^\$ 10,180 – 14,042 9,604 – 13,248
Public Works Director	^\$ 9,334 – 12,912 9,150 – 12,659
Public Works Engineer II	^\$ 6,819 – 9,610 6,685 – 9,421
Risk Manager	^\$ 6,081 – 8,197 5,961 – 8,036

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	^\$ 24.14 – 33.21 23.67 – 32.56
	Executive Secretary	^\$ 28.47 – 39.32 27.91 – 38.55
	Emergency Medical Services Supervisor	^\$ 47.13 – 62.01 45.75 – \$60.20
	Human Resources Assistant	^\$ 24.70 – 33.46 24.22 – 32.80
	Paralegal	^\$ 28.11 – 38.26 27.56 – \$37.51
	Payroll Specialist	^\$ 26.12 – 36.04 25.61 – 35.33
	Office of Professional Standards Coord.	^\$ 29.20 – 37.25 28.63 – 36.52

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

Section 3. Bellevue Police Officers Association

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

Section 4. Bellevue Police Command Staff Association

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

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	^\$ 9,311 – 12,137 \$8,868 – \$11,560

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

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

Section 6. Seasonal:

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

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

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

Unclassified Part-Time Positions

Range (hourly)

Part-Time Administrative Intern Position:	\$12.00 to \$13.50
Ambulance Billing Clerk	\$21.12 to \$28.95 \$21.54 to 29.53

Section 8. That Ordinance ~~4157~~ 4135 is hereby repealed.

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

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

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

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

PASSED AND APPROVED THIS _____ day of _____, 2024.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
10/15/2024

COUNCIL MEETING DATE: October 15, 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 1, Southeast Plaza, from ML to BG for the purpose of commercial development.
Applicant: Maraton Equity, LLC. General location: 909 Fort Crook Road North.

SYNOPSIS/BACKGROUND:

John Larsen, on behalf of Marathon Equity, LLC, is requesting a change of zone from ML (Light Manufacturing) to BG (General Business) for the purpose of an exercise and fitness center. Marathon Ventures desires to re-purpose the vacant No Frills Supermarket building for use as an exercise and fitness center. Although site plan approval is not required, the applicant has provided a conceptual site plan showing minor changes to the footprint of the existing building and parking lot. This request is in conformance with the Fort Crook Road 2040 Plan, which calls for increased density and a mix of residential and commercial services along the corridor.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4167"/>
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: Marathon Equity, LLC

CASE #: Z-2408-08

CITY COUNCIL HEARING DATE: November 5, 2024

REQUEST: to rezone Lot 1, Southeast Plaza, from ML to BG for the purpose of an Exercise and Fitness Center.

On September 26, 2024, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: September 26, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2408-08

FOR HEARING OF:

REPORT #1: September 26, 2024

REPORT #2: November 5, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Marathon Equity, LLC
Attn: John Larsen
901 Fort Crook Road N.
Bellevue, NE 68005

B. PROPERTY OWNER:

Marathon Equity, LLC
Attn: John Larsen
901 Fort Crook Road N.
Bellevue, NE 68005

C. GENERAL LOCATION:

909 Fort Crook Road N.

D. LEGAL DESCRIPTION:

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

E. REQUESTED ACTIONS:

Rezone Lot 1, Southeast Plaza, from ML to BG for the purpose of commercial development.

F. EXISTING ZONING AND LAND USE:

ML, former No Frills Supermarket (currently vacant)

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a rezoning approval to enable an exercise and fitness center.

H. SIZE OF SITE:

The site is approximately 5 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with a vacant commercial building constructed in 1984. The remainder of the property is a paved parking lot.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Southroads Technology Park, BG-PCO (across Childs Road)
2. **East:** Multi-family residential, RG-20-PS
3. **South:** Marathon Ventures, ML
4. **West:** Single family residential, RD-60 (across Ft. Crook Road N.)

C. REVELANT CASE HISTORY:

1. On September 21, 2017, the Planning Commission recommended approval of a request to rezone Lot 1, Southeast Plaza, from BGH to ML for the purpose of industrial use. The Planning Commission recommended approval of this request on September 21, 2017. City Council approved the aforementioned request on November 13, 2017.
2. On September 26, 2024, the Planning Commission recommended approval of a request to rezone Lot 1, Southeast Plaza, from ML to BG for the purpose of an exercise and fitness center.

D. APPLICABLE REGULATIONS:

1. Section 5.22, Zoning Ordinance regarding BG uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as flex space; however, the draft Comprehensive Plan update reflects mixed use development to facilitate the 2040 Fort Crook Road Plan.

B. OTHER PLANS:

The applicant is requesting an amendment to his redevelopment plan for the purpose of Tax Increment Financing for this project.

C. TRAFFIC AND ACCESS:

1. The 2021 MAPA Traffic Flow Chart estimates 20,500 vehicles per day through the intersection of Fort Crook Road and Childs Road.

2. The property has access from two points along Childs Road East.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. John Larsen, on behalf of Marathon Equity, LLC, has submitted a request to rezone Lot 1, Southeast Plaza, from ML (Light Manufacturing) to BG (General Business) for the purpose of an exercise and fitness center. Marathon Ventures desires to repurpose the vacant No Frills Supermarket building for use as an exercise and fitness center.

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

3. The applicant has provided a conceptual site plan showing minor changes to the footprint of the existing building and parking lot.

4. This type of commercial use will not require the need to modify the existing street layout in any way.

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

No comments were received on this case.

6. The Future Land Use Map of the Comprehensive Plan designates this area as flex space. Flex space provides for a variety of commercial, retail, and industrial uses. Staff does not recommend amending the Future Land Use Map as the city is

currently undergoing a Comprehensive Plan update and this designation will be reviewed as part of that process.

7. This request is in conformance with the Fort Crook Road 2040 plan, which calls for increased density and a mix of residential and commercial services along the corridor.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

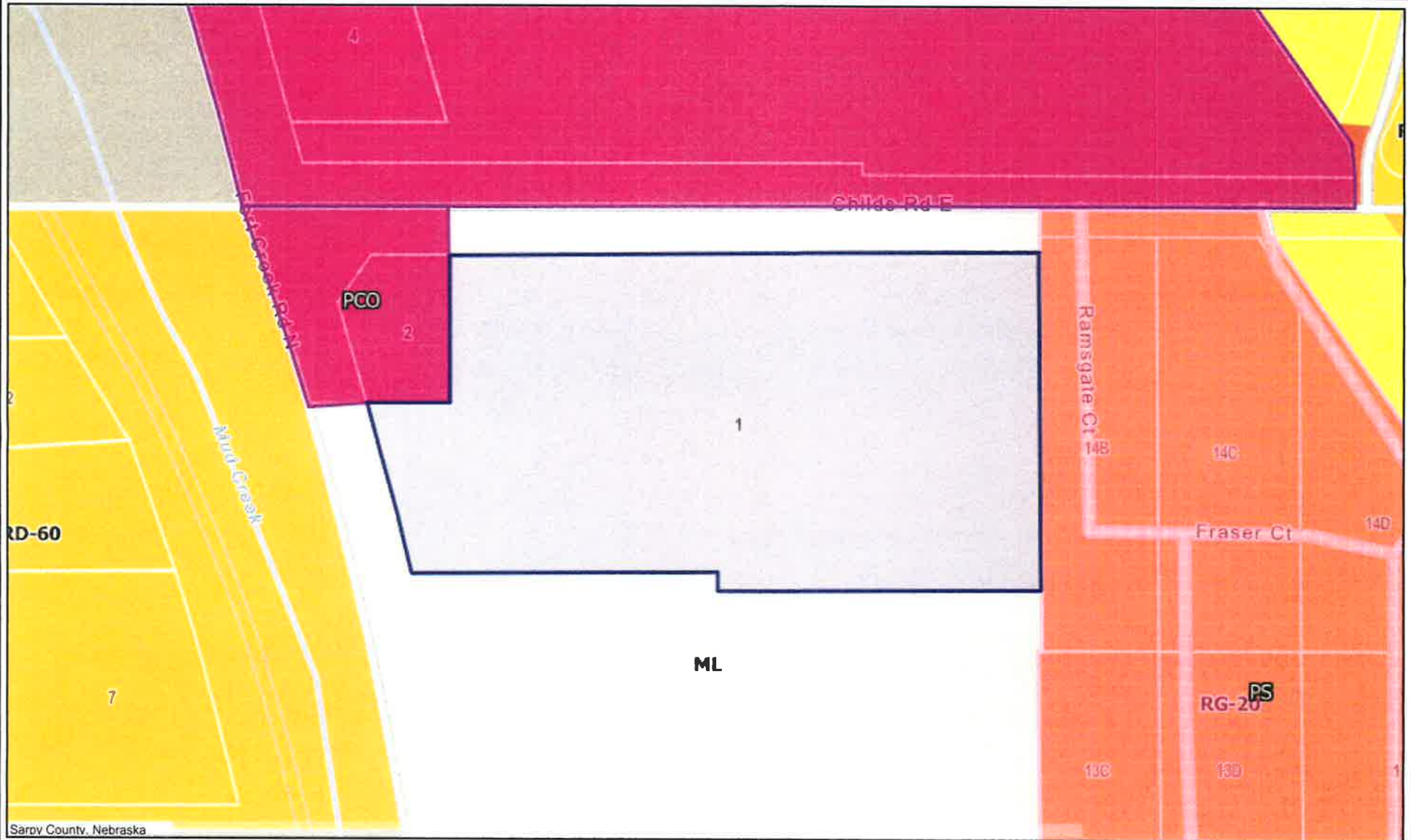
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Justification letter received August 22, 2024
4. Conceptual Site Layout received August 23, 2024

VII. COPIES OF REPORT TO:

1. Marathon Equity, LLC (John Larsen)
2. Elizabeth Sevcik
5. Public Upon Request


Assistant Planning Manager

 10/08/24
Planning Director Date of Report



Sarpy County, Nebraska



Map Scale 1: 2257

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



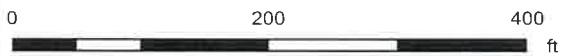
Notes



909 Ft Crook Rd N



Sarpy County, Nebraska



Map Scale 1: 2257

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



Notes



Summary of Request for Rezoning
of 909 Fort Crook Road N, Bellevue, NE
Lot 1, Southeast Plaza

The subject property is zoned ML- Light Manufacturing District. The property was zoned ML in 2017 in anticipation of Applicant expanding its business for coffee, nut and popcorn processing/packaging operations. Applicant intends to lease the property for use as an exercise and fitness center. Applicant is requesting a rezoning of the property to BG- General Business District, which permits the use of the property as an exercise and fitness center.

The property is bounded by Fort Crook Road N. on the west and by Childs Rd E on the north. The abutting neighboring property on the northwest is zoned BG as are the parcels immediately to the north of the subject property. The properties east and west of the subject property are residential in nature. The BG zoning is a less intensive use than the current zoning and is compatible with the surrounding properties. The intended use of the property as an exercise and fitness center will benefit and serve the residents of the numerous neighborhoods in the surrounding area as well as employs of the businesses located around the subject property. Accordingly, the applicant respectfully requests the subject property be rezoned to BG- General Business District.

RECEIVED
AUG 22 2024
PLANNING DEPT.

ORDINANCE NO. 4167

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 909 FORT CROOK ROAD NORTH, 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, Southeast Plaza, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From ML (Light Manufacturing District) to BG (General Business District).

(Marathon Equity LLC)

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: _____

From: [Bob Sterba](#)
To: [Susan Kluthe](#)
Subject: [EXT] Records Request
Date: Thursday, October 10, 2024 1:35:48 PM
Attachments: [image002.png](#)
[image004.png](#)
Importance: High

RECEIVED
OCT 10 2024
CITY CLERK



Hi Susan,

My name is Bob Sterba, I am the president of BOB's Fitness Complex. I have spoken to Mr. Rich Casey, Bellevue City Council member and he instructed me to contact you regarding that you would be the person to put a document with the city official records. There is a rezoning request that has begun for a property in Bellevue (see information below) and the next city council meeting is Tuesday October 15 2024. I am forwarding you the document with the hopes that you could do this for me. Please let me know what you would like me to do next and if my request is possible.

To Bellevue City Council,

My name is Bob Sterba, I am the President of BOB's Fitness Complex at the Southroads (Deep Well) Mall located at 1001 Fort Crook Rd. North here in Bellevue. I was hoping that I could speak with you and give you information about a rezoning that has been proposed in the old No Frills building (Marathon Equity, LLC) location just across the street) south of the Southroads (Deep Well) Mall. It would be a short call, just to have a conversation. My cell phone number is 402-505-2883. Look forward to talking with you. Thank you for your time.

The purpose of my email is to give you information to better educate you on the details from a local business owner point of view and the possible daisy chain consequences of your voting decision with the rezoning request coming up in November 2024. I ask you to oppose, and **VOTE NO**, to deny the rezoning of this property from Light Manufacturing to Business General for the purpose of **specifically** allowing a Physical Fitness Facility (Gym) to open. To be clear, I am not opposed to competition, business, increased tax revenue for the city, the betterment of a property or the pursuit of the property owner to lease out his building for financial gain. I oppose the way that this

specific business (VASA Fitness Center/GYM) will be able to open for business directly across the street (within approx. 200-300 ft of my front door) in an area that was and has been purposed and zoned Light manufacturing for a very long time. For the last 28 years I have believed in the city of Bellevue and the people of this community, dedicated my life, my money, my resources, my family, and my business to serve this community in a positive manner that anyone would be proud of. Just ask anyone in the city or for that manner anyone that you know or encounter that has heard of our business. It is a business to be proud of. I grew up poor and disadvantaged but I fought, worked pushed myself as hard as a person could possibly put in for a dream of a better life. 28 years ago, when I chose to establish and locate our business in Bellevue was at a time when no other gyms would risk putting their money, or gym businesses down here but I did. I invested millions. From my perspective, my specific business decisions, investments in our facility/property, that have been made on the analysis that a competitor could not be able to open directly across the street because of how the zoning was made for the specific property. In this case the property owned by Marathon Equity LLC and is zoned light manufacturing offered **NO** potential possibility that another Fitness Facility would be able to open thus making that scenario one of the critical success factors in my decision making to continue to invest in Bellevue, in my business, and my community. In my opinion, I feel that if you allow this rezoning for the specific purpose of a Fitness Center/Gym to be approved, that our business would have the strong probability of going out of business and my 28 years of work to serve this community and its people, and millions of dollars invested in Bellevue would be wasted and for nothing. In addition, due to my business being the 2nd largest tenant of the Southroads Mall (Deep Well) if this played out it could have serious financial consequences to the Southroads Mall (Deep Well) and its future survivability which should be something that you also should be considering.

I would like to give you some background information:

- 28 years ago I started, invested in and opened BOB's Fitness Complex at age 26 in 1996 at the Southroads Mall in Bellevue. I come from Southeast Omaha and grow up in the area and have frequented The Southroads Mall my entire life. We are a small NE business that employs approximately 15 people: 6 full-time and 9 part time. Our Fitness Center/Gym business is a full-service fitness complex with approx. 50000 sq. ft. with one of the best equipment selections anywhere. We serve beginners to professional athletes. We provide a wide variety of environments to accomplish any fitness goal. We offer a full-service juice bar, day care services, tanning, full locker room facilities, 3 different cardio areas, and enormous selection of strength equipment offered in various large areas of our gym including Free weight, Leg, Butt, Abs, Selectorized, boxing, Crossfit, Olympic and powerlifting rooms. In the 28 years of being open we have expanded 5 times, invested millions of dollars to provide this community with a gym that is positive and can assist our community to reach their fitness goals. We have served tens of thousands of people of this community in that time. As I write this email, we recently expanded for the 5th time and invested over \$300000 on our expansion we finished in May 2024. We are currently going to invest and expand again in the coming months to better service our members. Our facility is approximately 50000 square feet.
- Our facility is the 2nd largest tenant at the Southroads Mall (Deep Well). The Southroads Mall

has been in this community since the 1960's.

- I believe you will be voting 2 times in the month of November 2024 to approve or deny a rezoning change on a property located at 901 Fort Crook Rd North in Bellevue from Light Manufacturing to Business General on a Commercial Property owned by Marathon Equity LLC.
- The requested rezoning change for the property is located directly across the street approx. 200-300 feet from my front door of my business (Fitness Center/Gym) at the Southroads Mall (Deep Well) please see attached
- The purpose of this rezoning request is to allow the property owner (Marathon Equity, LLC.) to renovate and lease out the building to a Utah based private company called Vasa Fitness.
- VASA Fitness is an operator of health clubs in the Western U.S., serving more than 570k members in 57 locations. VASA Fitness is a high-value, low-price (“HVLP”) operator, offering low-cost memberships to large, full amenity clubs which provide training (personal, group, and team), child-care, group exercise classes, cardio cinemas, swimming pools, basketball, racquetball, tanning and more. VASA Fitness is headquartered in Orem, UT.
- VASA Fitness has 57 open locations with a presence in Arizona, Colorado, Illinois, Indiana, Nebraska, Oklahoma, Utah and Wisconsin. The gym brand offers three membership tiers – a \$9.99/month basic membership, a \$24.99/month fitness membership and a \$39/99/month studio membership, which includes boutique-style HIIT and infrared yoga classes. Vasa also offers premium amenities, such as personal training, InBody scans, a cardio deck, performance lifting and functional training areas, an indoor pool and spa, sauna and steam rooms, a massage lounge, tanning, basketball courts, racquetball and a “KidCare” program for parents and guardians to use.
- VASA Fitness Locations can exceed 10,000 members at each location
- Link for more information: [Vasa Fitness Builds Out Exec Team, Eyes More Expansion - Athletech News](#)
- Link for more information: [Vasa Fitness Enters Nebraska, Plans Further Expansion - Athletech News](#)

In closing, I hope that I have given you enough information to help you make a more informed decision when you vote in November 2024. If more information is needed, I would like to assist you in any way possible. I will be calling you in the upcoming week to touch base and chat for a short time on this matter. Please Vote NO and deny this zoning change from Light manufacturing to Business General zoning for the specific use/purpose of opening a Fitness Center/Gym in that location.



Thank you very much and have a great Day.

Sincerely

Bob Sterba

President

Phone - Gym: 402-733-9333

Phone - Office: 402-738-9333

Website: www.bobsfitnesscenter.com

Email : bobsfitnesscenter@hotmail.com

Facebook: <https://www.facebook.com/pages/BOBs-Fitness-Center-Your-Neighborhood-Gym/165002160193388>

"This message is from Bob's Fitness Center-"The Ultimate Workout Facility". It contains information which may be confidential and legally privileged. **CONFIDENTIALITY NOTICE:** This email, including any attachments, is intended only for the named recipient(s) above and is covered by the Electronic Communications Privacy Act 18 U.S.C. Section 2510-2521. Any unauthorized review, copy, use, disclosure, or distribution is prohibited. This email is confidential and may contain information that is privileged or exempt from disclosure under applicable law. If you have received this message in error please immediately notify the sender by return email and delete this email message from your computer. If you have received this message in error, you are strictly prohibited from reading it and from disclosing or using its contents in any manner and you should immediately delete the message from your files. The unauthorized disclosure or use of confidential or privileged information inadvertently transmitted to you may result in criminal and/or civil liability."



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
10/15/2024

COUNCIL MEETING DATE: November 5, 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, Eastern Nebraska Community Action Partnership, being a platting of Tax Lots, 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2, 15B1B3, 15B1A2A, AND 15B1A3A, from RS-84 to BG and RS-84, for the purpose of a food bank and existing school facilities; and small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership. Applicant: Eastern Nebraska Community Action Partnership. General Location: 1003 Lincoln Road.

SYNOPSIS/BACKGROUND:

Jeff Stoll, on behalf of Eastern Nebraska Community Action Partnership (ENCAP), has submitted a request to small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership. In conjunction with the plat, the applicant is requesting a change of zone from RS-84 to BG and RS-84 in order to facilitate a lot line adjustment. Proposed Lot 1 (former city library) will be zoned BG to support the food bank operation and offices, and proposed Lot 2 will remain RS-84. Lot 2 is the location of the Don Roddy Sports Complex for Bellevue East High School which includes a baseball field, soccer field, and tennis courts.

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. Ord. No. 4168
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:

Daniel Willis

Tammi Palm

Sammy R...

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Eastern Nebraska Community Action Partnership

CASE #'s Z-2408-09, S-2408-15

CITY COUNCIL HEARING DATE: November 5, 2024

REQUEST: to rezone Lots 1 and 2, Eastern Nebraska Community Action Partnership, being a platting of Tax lots, 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2, 15B1A2A, AND 15B1A3A, all located in the Southwest $\frac{1}{4}$ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84 to BG and RS-84, for the purpose of a food bank; and small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership.

On September 26, 2024, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: September 26, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2408-09
S-2408-15

FOR HEARING OF:
REPORT #1: September 26, 2024
REPORT #2: November 5, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Eastern Nebraska Community Action Partnership
Attn: Aaron Bowen
2406 Fowler Avenue
Omaha, NE 68111

B. PROPERTY OWNERS:

Eastern Nebraska Community Action Partnership
Attn: Aaron Bowen
2406 Fowler Avenue
Omaha, NE 68111

School District of Bellevue
2009 Franklin Street
Bellevue, NE 680045

C. GENERAL LOCATION:

1003 Lincoln Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Eastern Nebraska Community Action Partnership, being a platting of Tax Lots 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2, 15B1B3, 15B1A2A, AND 15B1A3A, all located in the Southwest $\frac{1}{4}$ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Eastern Nebraska Community Action Partnership, from RS-84 to BG and RS-84 for the purpose of a food bank and existing school facilities.
2. Small Subdivision Plat Lots 1 and 2, Eastern Nebraska Community Action Partnership.

F. EXISTING ZONING AND LAND USE:

RS-84, Vacated Public Library/Bellevue East HS Baseball Field, Soccer Field, and Tennis Courts

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval for a change of zone and small subdivision plat for the purpose of a food bank and existing school facilities.

H. SIZE OF SITE:

The site is approximately 20 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is developed with the recently vacated Bellevue Public Library. Proposed Lot 2 is developed with Bellevue East High School's baseball field, soccer field, and tennis courts.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- C. North:** RE/Vacant, RG-20-PS /Multi Family Residential (across Harvell Drive)
- D. East:** RS-84/Single Family Residential (across Harvell Drive)
- E. South:** RS-84/Bellevue East High School
- F. West:** BN/Commercial-Strip Mall, RS-72/Single Family Residential (across Lincoln Road)

G. RELEVANT CASE HISTORY:

On September 26, 2024, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Eastern Nebraska Community Action Partnership, being a platting of Tax lots, 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2, 15B1B3, 15B1A2A, and 15B1A3A, all located in the Southwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RS-84

to BG and RS-84, for the purpose of a food bank; and small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership.

H. APPLICABLE REGULATIONS:

1. Section 5.09 Zoning Ordinance, regarding RS-84 uses and requirements.
2. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2021 MAPA Traffic Flow Chart estimates 15,000 vehicles per day near the intersection of Harvel Drive and Lincoln Road.
2. Both lots have access from Lincoln Road.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Jeff Stoll, on behalf of Eastern Nebraska Community Action Partnership (ENCAP) has submitted a request to small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership. In conjunction with the plat, the applicant is requesting a change of zone from RS-84 to BG and RS-84 in order to facilitate the lot line adjustment.
2. Proposed Lot 1 will be zoned BG and proposed Lot 2 will remain RS-84.

The BG (General Business District) is established for the purpose of providing a wide range of retail and service establishments and will support the proposed food bank operation and offices.

3. The recently vacant Bellevue Public Library building currently sits on proposed Lot 1. Lot 2 is the location of the Don Roddy Sports Complex for Bellevue East High School which includes a baseball field, soccer field, and tennis courts.

4. The applicant desires to increase their lot size and facilitated an agreement with Bellevue Public Schools to do so. This plat will not only accomplish that goal but will also clean up all of the unplatted tax lots which currently exist in the area.

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 Deputy Administrator, 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 Sarpy County Public Works, both requested technical revisions to the plat. The applicant's surveyor has satisfied these requests.

No other comments were received on this case.

6. The Future Land Use Map of the Comprehensive Plan designates this area as medium density residential. Staff does not recommend amending the Future Land Use Map as the city is currently undergoing a Comprehensive Plan update and this designation will be reviewed as part of that process.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

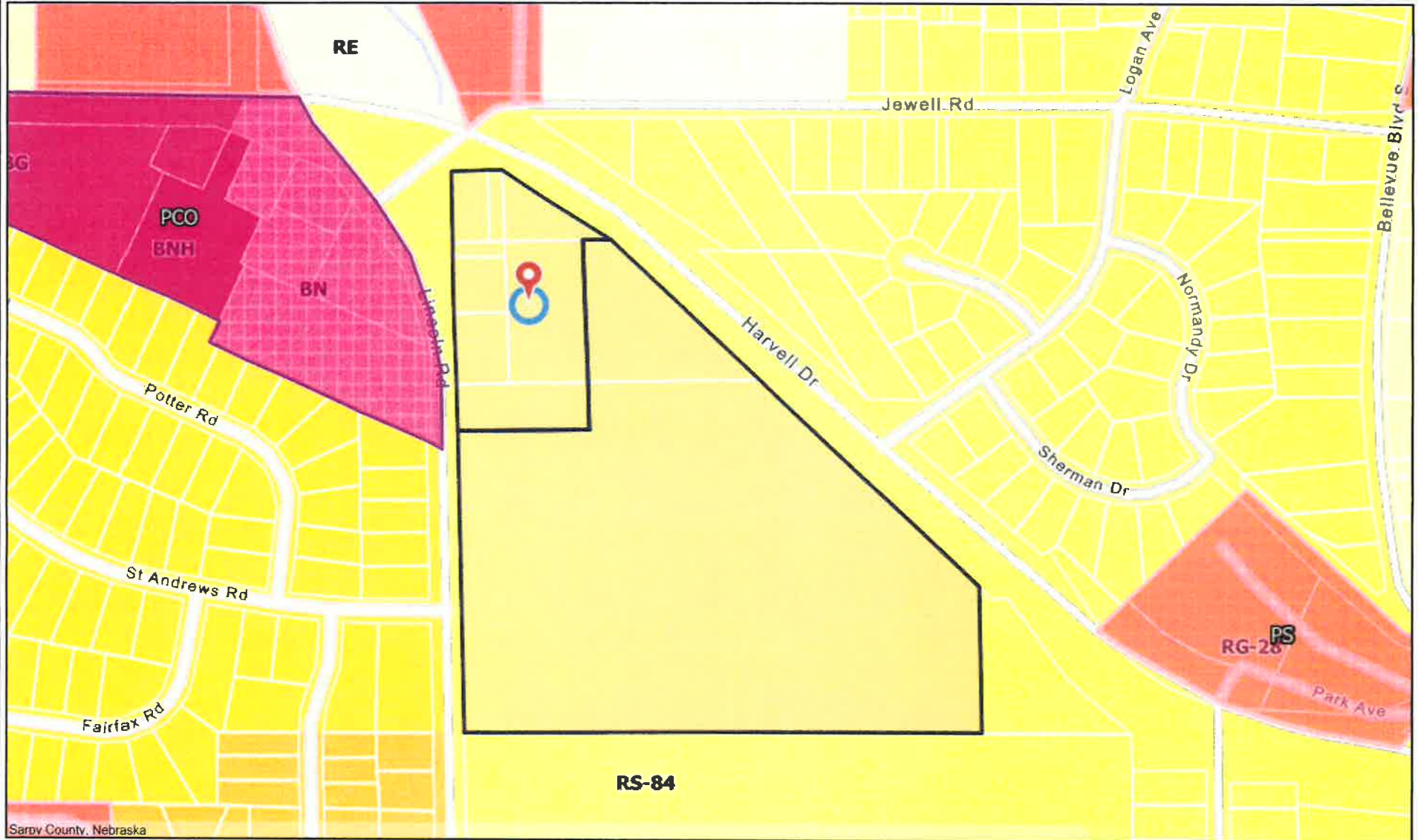
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from Jeff Stoll received August 30, 2024
4. Small Subdivision Plat received September 12, 2024
5. As-built plot plan received September 12, 2024

VII. COPIES OF REPORT TO:

1. Eastern Nebraska Community Action Partnership (Aaron Bowen)
2. E & A Consulting Group, Inc. (Jeff Stoll)
3. Public Upon Request


Assistant Planning Manager


Planning Director Date of Report



Sarpy County, Nebraska



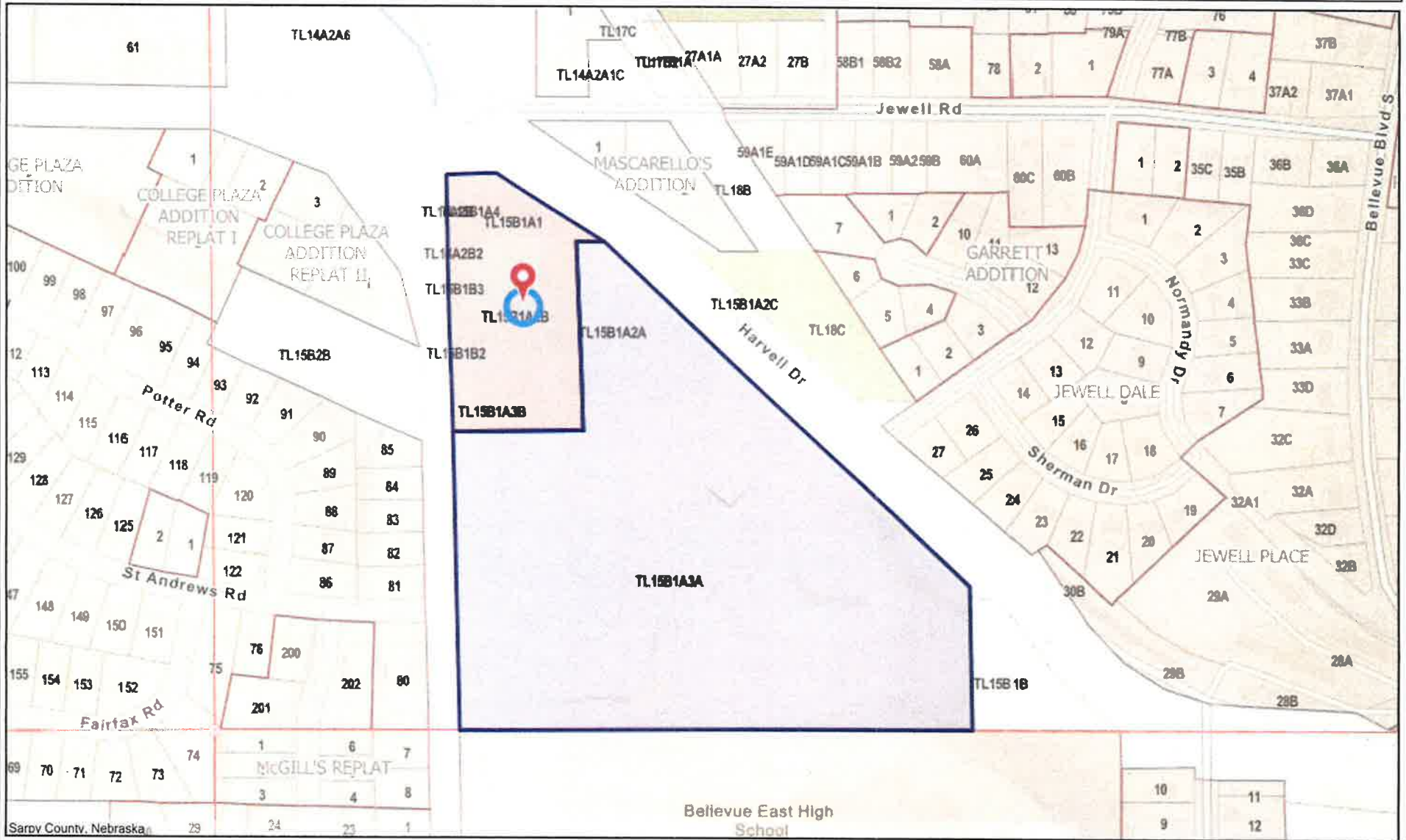
Map Scale 1: 4514

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Notes





Map Scale 1: 4514

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Notes





E & A CONSULTING GROUP, INC.

Engineering Answers

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

August 29, 2024

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

RE: Eastern Nebraska Community Action Partnership - Zoning Justification Letter
E&A File: P2023.103.003

Dear Tammi,

On behalf of our client, Eastern Nebraska Community Action Partnership, we recommend that Lot 1, Eastern Nebraska Community Action Partnership development be rezoned from RS-84 to General Business (BG). We believe that the proposed rezoning request is in line with other developments along Harvell Drive to the West. These developments are zoned as BG, BNH (Heavy Neighborhood Business), and BN (Neighborhood Business). The rezoning request generally complies with the City of Bellevue Comprehensive Plan.

This request will not rezone the Bellevue Public School (BPS) property to the south, that property will remain as RS-84.

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

Sincerely,
E & A Consulting Group, Inc

A handwritten signature in blue ink, appearing to read 'J. Stoll', is written over a light blue horizontal line.

Jeff Stoll
Platting Services Assistant Manager

RECEIVED
SEP 12 2024
PLANNING DEPT.

ORDINANCE NO. 4168

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 1003 LINCOLN ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Eastern Nebraska Community Action Partnership, being a platting of Tax lots, 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2, 15B1A2A, AND 15B1A3A, all located in the Southwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RS-84 (Single-Family Residential - 8,400 Square Foot Zone) to BG (General District).

Lot 2, Eastern Nebraska Community Action Partnership, being a platting of Tax lots, 15B1A1, 14A2B, 14A2B2, 15B1A2B, 15B1A3B, 15B1A4, 15B1B2, 15B1A2A, AND 15B1A3A, all located in the Southwest ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RS-84 (Single-Family Residential – 8,400 Square Foot Zone) to RS-84 (Single-Family Residential – 8,400 Square Foot Zone).

(Eastern Nebraska Community Action Partnership)

Section 2. This ordinance shall not take effect until such time as the small subdivision plat of Eastern Nebraska Community Action Partnership 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

14a.
10/15/2024

COUNCIL MEETING DATE: October 15, 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 7, Tregaron Towne Centre, for the purpose of a drive-thru coffee Restaurant and auto parts and supply store. Applicant: Batis Dev. - Capehart, LLC. General Location: South 25th Street and Towne Centre Drive.

SYNOPSIS/BACKGROUND:

Batis Dev. - Capehart, LLC, is requesting site plan approval for Lot 7, Tregaron Towne Centre to allow for the construction of a drive-thru coffee restaurant and auto parts and supply store. The site is zoned BG-PCO, which requires site plan approval. Upon approval of the site plan the applicant intends to submit an administrative small subdivision plat to split existing Lot 7, Tregaron Towne Centre into two lots. The proposed site plan shows Lot 1, to the west, as the drive-thru coffee restaurant, and Lot 2, to the east, as the the proposed auto parts and supply store.

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 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: _____

Donie Willis

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Batis Dev. – Capehart, LLC

CASE #: Z-2408-10

CITY COUNCIL HEARING DATE: October 15, 2024

REQUEST: for site plan approval for Lot 7, Tregaron Towne Centre, for the purpose of a drive-thru coffee restaurant and automobile parts and supply store.

On September 26, 2024, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: September 26, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBERS: Z-2408-10

FOR HEARING OF:
REPORT #1: September 26, 2024
REPORT #1: October 15, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Batis Dev. – Capehart, LLC
Attn: Matt Werner
2933 SW Woodside Dr., Ste 200
Topeka, KS 66614

B. PROPERTY OWNER:

Mcv1, LLC
Attn: Charles J. Vacanti, Jr.
11205 John Galt Blvd
Omaha, NE 68137

C. GENERAL LOCATION:

South 25th Street and Towne Centre Drive

D. LEGAL DESCRIPTION:

Lot 7, Tregaron Towne Centre, 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 7, Tregaron Towne Centre.

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 drive-thru coffee restaurant and automobile parts and supply store.

H. SIZE OF SITE:

The site is approximately 2 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:** Willow Lakes Golf Course (Offutt Air Force Base Property/across Capehart Road)
2. **East:** Commercial/McDonald's Restaurant (under construction), BG-PCO
3. **South:** Commercial/Retail Strip Center, BG-PCO
4. **West:** Ehrling Bergquist Clinic/ (Offutt Air Force Base Property/across Capehart Road)

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 September 26, 2024, the Planning Commission recommended approval of a site plan for Lot 7, Tregaron Towne Centre, located in the Northwest ¼ of section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of a drive-thru coffee restaurant and automobile parts and supply store.

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, near the intersection of Capehart Road and 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. Matthew Werner, on behalf of Batis Dev.–Capehart, LLC, has submitted a request for site plan approval for Lot 7, Tregaron Towne Centre, for the purpose of a drive-thru coffee restaurant and auto parts and supply store. The site is zoned BG-PCO. Site plan approval is required for the -PCO zone.

2. Upon approval of the site plan, the applicant intends to submit an administrative small subdivision plat to split existing Lot 7, Tregaron Towne Centre, into two lots.

The proposed site plan shows Lot 1, to the east, as the drive-thru coffee restaurant, and Lot 2, to the west, as the proposed auto parts and supply store.

3. The site layout plan shows a total of 24 standard parking stalls and two ADA parking stalls for a total of 26 parking stalls for the drive-thru coffee restaurant. The ordinance requires one stall for every two and one-half (2.5) seats for a minimum requirement of 24 parking stalls.

The site plan shows a total of 24 standard parking stalls and one ADA parking stall for a total of 25 parking stalls for the auto parts and supply store. The ordinance requires one stall per 400 square feet (7,300 square foot building proposed) for a minimum of 19 parking stalls.

4. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, GIS Specialist, 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.

Andrew Martinez, Offutt Air Force Base stated “The site is partially located within the imaginary surfaces, so there are height restrictions. At this distance, building height can go to the maximum of 500’ per UFC 3-260-01. The entire site is also located within the 65-decibel noise level, so be advised of the noise activity. Offutt AFB sees no need for concern with the proposed activities.”

No other comments were received on this case.

5. The applicant has submitted a landscape plan for the drive-thru coffee restaurant as part of the site plan materials. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

6. Upon submittal of a building permit request, the applicant will be required to submit a landscape plan for the auto parts and supply store. The landscape plan must meet minimum requirements and will be reviewed for compliance as part of the building permit process.

7. Building permit approval for both lots will be contingent upon submittal and approval of the small subdivision plat.

8. The applicant will also be required to meet the regulations of Section 8.11, Zoning Ordinance, for design standards for the drive-thru restaurant and auto parts and supply store.

9. A drive-thru restaurant and an auto parts and supply store are both permitted uses in the BG (General Business) zoning district. Staff believes this is an appropriate use of the property.

10. This request is in conformance with the Future Land Use Map of the Comprehensive Plan.

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. Zoning/Vicinity Map
2. 2022 GIS aerial photo of the property
3. Site plan received August 23, 2024
4. Landscaping plan received August 23, 2024

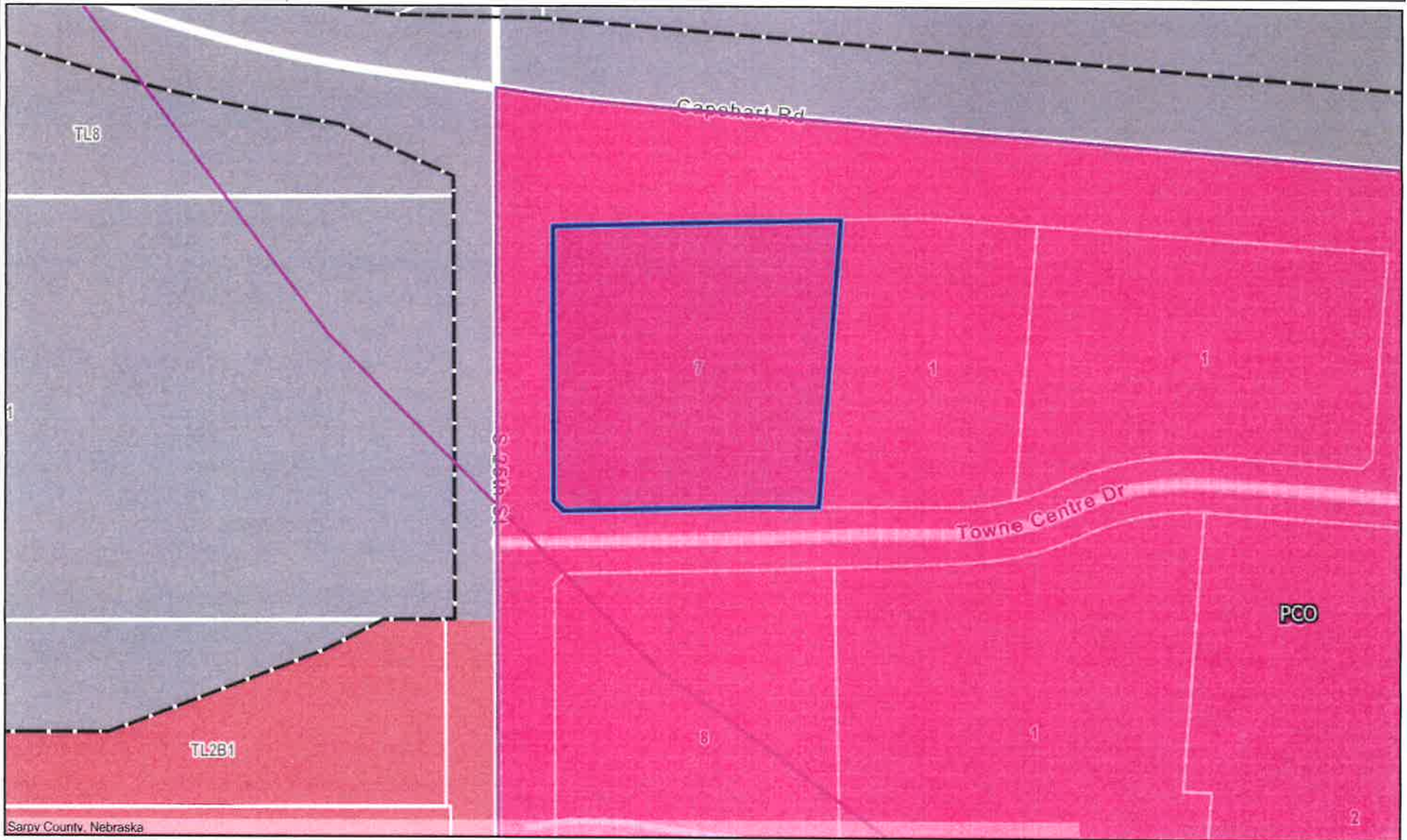
VII. **COPIES OF REPORT TO:**

1. Batis Dev. – Capehart, LLC (Matthew Werner)
2. Olsson, Inc. (Aaron Wiese.)
3. MCV1, LLC (Charles Vacanti, Jr.)
4. Public Upon Request

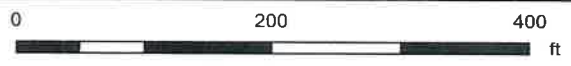

Assistant Planning Manager

 10/08/2024
Planning Director Date of Report

S. 25th St. and Towne Centre Dr



Sarpy County, Nebraska



Map Scale 1: 2257

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Notes



S. 25th St. and Towne Centre Dr



Map Scale 1: 2257

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



Notes



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14b.
10/15/2024

COUNCIL MEETING DATE: October 15, 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 a conditional use permit for Part of Lot 13, North of the Drainage Ditch, and Part of Lot 14, Butterfields Subdivision, except Part for the NRD, all located in the Northeast 1/4 of Section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of a permanent concrete crushing, storage, and batch plant. Applicant: Curshin'-It, Inc.. General location: South 13th Street and Capehart Road.

SYNOPSIS/BACKGROUND:

Lance Paulsen, on behalf of Crushin'-It, Inc., is requesting a Conditional Use Permit (CUP) for Part of Lot 13, North of the Drainage Ditch, and Part of Lot 14, Butterfield's Subdivision, except Part for NRD, for the purpose of a permanent concrete crushing, storage, and batch plant. The applicant desires to operate two permanent facilities on the site; the western portion of the property would be used for the concrete recycling operation, while the eastern side of the property would contain the batch plant. The property is zoned MH (Heavy Manufacturing). Permanent (longer than 36 months) concrete recycling facilities and batch plants in the MH district require a conditional use permit.

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. Planning Commission Recommendation Sheet | 2. Staff Report | 3. Conditional Use Permit Agreement |
| 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:

Daniel Phillips

Tammi Palm

Aug 12

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Crushin'-It, Inc.

CASE #: CUP-2407-01

CITY COUNCIL HEARING DATE: October 15, 2024

REQUEST: for a conditional use permit for Part of Lot 13, North of the Drainage Ditch, and Part of Lot 14, Butterfields Subdivision, except Part for NRD, all located in the Northeast ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County Nebraska, for the purpose of a permanent concrete crushing, storage, and batch plant.

On September 26, 2024, the City of Bellevue Planning Commission voted six yes, one no, one absent and one abstained:

APPROVAL based upon conformance with Section 6.06, Zoning Ordinance, as well as lack of perceived negative impact upon the surround area.

VOTE:

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

Planning Commission Hearing (s) was held on: September 26, 2024

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 3

CASE NUMBERS: CUP-2407-01

FOR HEARING OF:

REPORT #1: August 22, 2024

REPORT #2: September 26, 2024

REPORT #3: October 15, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Crushin'-It, Inc
Attn: Lance Paulsen
20382 Patton Street
Gretna, NE 68028

B. PROPERTY OWNERS:

Mile High Investments, LLC
Attn: Ryan Petersen
409 Sandy Pointe
Ashland, NE 68003

C. GENERAL LOCATION:

South 13th Street and Capehart Road

D. LEGAL DESCRIPTION:

Part of Lot 13 North of Drainage Ditch, and Part of Lot 14, Butterfield's Subdivision all except part for NRD, located in the Northeast ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Conditional Use Permit for the purpose of a permanent concrete crushing, storage, and batch plant.

F. EXISTING ZONING AND LAND USE:

MH/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a Conditional Use Permit for the purpose of a permanent (more than 36 months) concrete crushing, storage, and batch plant.

H. SIZE OF SITE:

The site is approximately 10.08 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:** ML/Light Manufacturing
2. **East:** Fort Crook Road right-of-way/Railroad right-of-way
3. **South:** ML/Vacant (across the Papio Creek)
4. **West:** Highway 75 right-of-way

C. REVELANT CASE HISTORY:

1. On August 22, 2024, the Planning Commission continued to September 26, 2024, a request for a conditional use permit for Part of Lot 13 North of Drainage Ditch, and Part of Lot 14, Butterfield's Subdivision all except part for NRD for the purpose of a permanent concrete crushing, storage, and batch plant.
2. On September 26, 2024, the Planning Commission recommended approval of a request for a conditional use permit for Part of Lot 13, North of the Drainage Ditch and Part of Lot 14, Butterfields Subdivision, except Part for NRD, all located in the Northeast ¼ of Section 10, T13N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of a permanent concrete crushing, storage, and batch plant.

D. APPLICABLE REGULATIONS:

1. Section 5.28, Zoning Ordinance, regarding Heavy Manufacturing uses and requirements.
2. Article 6, Zoning Ordinance, regarding Conditional Use Permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2021 MAPA Traffic Flow Chart estimates 15,250 vehicles per day near the Kennedy Freeway ramps and Capehart Road.
2. The proposed development will have access along South 13th Street.

D. UTILITIES:

Sanitary sewer is available in this area. The applicant's letter states he intends to use a well for water.

E. ANALYSIS:

1. Lance Paulsen, on behalf of Crushin'-It, Inc., has submitted a request for a conditional use permit for Part of Lot 13 North of Drainage Ditch, and Part of Lot 14, Butterfield's Subdivision all except part for the NRD, for the purpose of a permanent concrete crushing, storage, and batch plant.

This property consists of approximately 10.08 acres of land located along South 13th Street, south of Capehart Road.

2. The property is presently zoned MH (Heavy Manufacturing). The MH zoning district allows for both temporary recycling plants for concrete, asphalt, or paving materials not to exceed 36 months of operation and temporary batch plants not to exceed 36 months of operation as permitted uses.

Permanent (longer than 36 months) concrete recycling facilities and batch plants require a conditional use permit.

The applicant desires to operate two permanent facilities on this site: the western portion of the property would be used for the concrete recycling operation while the eastern side of the property would contain the batch plant.

3. The applicant indicates the concrete batch plant site will operate from 5:00 a.m. to 6:00 p.m. Monday through Friday and from 5:00 a.m. to 2:00 p.m. on Saturday and closed on major holidays. The applicant also states hours of operation will vary by season and workload. In Mr. Paulsen's explanation of request for a conditional use permit, he states the concrete batch plant will employ five people working on site daily, not including mixer truck drivers.

The applicant states a water truck will be used for site dust control. Aggregate pile dust control will be maintained with a system of water sprinklers placed on top of the aggregate piles.

The applicant estimates traffic from the concrete batch plant will consist of approximately fifteen mixer trucks entering and exiting the site daily. Daily maximum production is anticipated to be around 2,000 cubic yards per day.

The applicant advised the proposed concrete batch plant will deliver concrete materials to projects currently under construction or planning to be under construction on Offutt Air Force Base and the general and surrounding area.

The applicant states the recycling portion of the development will operate Monday through Friday, 7:00 a.m. to 6 p.m. and Saturday 7:00 a.m. to 12:00 p.m. Closed on major holidays. This will be a year-round operation, weather permitting. The applicant indicated there will be 10-20 trips per day, with a goal to crush 100,000 tons per year, or 2,000 tons per week. There will be 9 employees on site for this part of the operation.

The applicant will need to comply with National Pollutant Discharge Elimination System (NPDES) requirements.

The applicant states a "Dust Cannon" (picture attached) will be placed on site while crushing is being completed. Per the applicant "The Dust Cannon creates a fine mist produced by pressurizing water through jet nozzles. The fine mist latches onto the dust particles and suppresses the dust thereby keeping it from leaving the site." The Dust Cannon is mobile and moved around the yard with the crushing equipment.

Please refer to the attached letters from the applicant dated July 22, 2024.

4. Mr. Paulsen states trucks exiting the site will be directed to make a right-hand turn at Capehart Road to help mitigate traffic congestion.

5. A Traffic Impact Analysis was required as part of this request. Felsburg Holt & Ullevig completed a traffic study for the applicant.

Based on the traffic potential for this development, a right-hand turn lane is required along eastbound Capehart Road. This improvement will be the financial responsibility of the developer.

Offutt Air Force Base has a bike lane in this area along Capehart Road, which has been accounted for by the applicant's engineer in their turn lane design. As this area is controlled by the Nebraska Department of Transportation (NDOT), they will have to review and approve the applicant's engineering documents pertaining to the turn lane prior to any construction commencing.

Based on the traffic study, the city will require construction of the turn lane prior to any operations (temporary or permanent) on site.

6. 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 Deputy Administrator, Sarpy County Public Works, 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.

Chief Building Official Mike Christensen had comments pertaining to the need for a public restroom, as well as a permanent structure if the site is operational for more than 180 days. The applicant has stated an understanding of this code requirement and submitted a site plan showing offices and restrooms. The structures shown on the site plan will require approval from the US Army Corps of Engineers.

Public Works Engineer John Krager had the following comments:

- Paving Exhibit:
 - Capehart bike lane width needs to be 8'-10' (reference eastbound bike lanes at Capehart Road and Fort Crook Road), and the Traffic Impact Analysis (TIA) recommends an eastbound (right turn) lane on Capehart Road to South 13th Street with a recommended length of 220' total. Full engineering detail is required and has been requested of the applicant's engineer.
- Site Plan:
 - Provide detail how the restrooms/office will be serviced with water and sanitary sewer.
- Post-Construction Stormwater Management Plans: Show Best Management Practice (BMP's) DB-1 and DB-2, show outlets for detention cells, show impact points, show overflow direction, and whether the detained water will need to be treated prior to out letting to the Papillion Creek.

The applicant's engineer has satisfied these comments.

Offutt Air Force Base Community Planner Andrew Martinez commented "project location is not within the Accident Potential Zone or Noise Contours; however, the location is adjacent to multiple flight paths, and any use that produces visually

obscuring material (i.e., dust clouds) will be a concern to Offutt Air Force Base. Additionally, the potential of material making its way into the levees and clogging it may impact flood mitigation on the installation and is of interest.”

No other comments were received.

7. Public Works has determined road improvements are needed to South 13th Street due to the heavy truck traffic. South 13th Street consists of three different surfaces: concrete, asphalt, and gravel. The approach to South 13th Street from Capehart Road is concrete, which turns into asphalt; however, it does not extend to the site. The remainder of the road is gravel.

Based on its location to the Kennedy Freeway, South 13th Street is within the Nebraska Department of Transportation’s (NDOT) right-of-way. City staff has reached out to NDOT to discuss the necessary improvements. City staff is looking into the costs for improvements. Further discussion on this matter will be required.

8. This application (to include the drainage study) has been reviewed by the Papio-Missouri River NRD.

9. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:

6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.

6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.

6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.

6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.

6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.

6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

Staff believes the applicant can meet these conditions.

F. TECHNICAL DEFICIENCIES/ADDITIONAL INFORMATION REQUIRED:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with Section 6.06, Zoning Ordinance, as well as lack of perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with Section 6.06, Zoning Ordinance, as well as lack of perceived negative impact upon the surrounding area.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2024 GIS aerial photo of the property
3. Letter from Platte River Concrete Co. received July 22, 2024
4. Crushin'-It Concrete Recycling Center Operating Statement received July 22, 2024
5. Site Plan received September 4, 2024
6. Paving Exhibit received September 4, 2024
7. Conditional Use Permit Agreement

VII. COPIES OF REPORT TO:

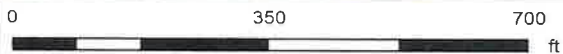
1. Crushin'-It, Inc (Lance Paulsen)
2. TD2 Engineering & Surveying (Doug Kellner)
3. Mile High Investments, LLC (Ryan Petersen)
4. Public Upon Request


Assistant Planning Manager

 10/08/2024
Planning Director Date of Report



Sarpy County, Nebraska | Sarpy County GIS



Map Scale 1: 3933

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





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





PLATTE RIVER CONCRETE CO.

DATE: June 20, 2024

TO: City of Bellevue Planning and Zoning Department

RE: STATEMENT OF PROPOSED USE

Platte River Concrete Company requests approval of a Conditional Use Permit (CUP) to operate a Concrete Batch Plant facility located on the Butterfield's Subdivision, Parcel ID:010437274.

Proposed Concrete Batch Plant will deliver concrete materials to projects currently under construction in the general area, as well as projects currently under construction or planning to be under construction on Offutt AFB and surrounding area. Please see attached plant layout drawings and pictures of the proposed plant to be erected on this site. Silo height and proximity to OPPD powerlines has been reviewed and approved by OPPD.

We estimate a maximum of 15 mixers trucks entering and exiting the site daily, truck count will vary based on workload. Anticipated daily maximum production of around 2,000 cubic yards per day. Average daily production is estimated at 500 cubic yards per day. Trucks exiting the site will be directed to make a right-hand turn at Capehart Road to help reduce the possibility of traffic congestion. The proposed batch will have automated dust control equipment for plant load out. Site dust control will be maintained by a water truck. Aggregate pile dust control will be maintained with a system of water sprinklers placed on top of the aggregate piles.

Utilities Required for Operations:

480 3 Phase Power (OPPD) (Required power is available on site and has been discussed with OPPD)
Water (Drilled Well) (Jensen Well)

Hours of Operation:

Monday – Friday 5:00am to 6:00pm

Saturday – 5:00am to 2:00pm

*Year-round operation, weather permitting, non-operating on major holidays

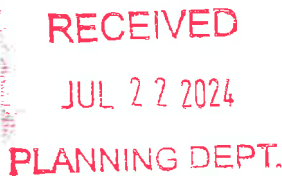
Number of Employees working on site on daily: (5) **Not including Mixer Truck Drivers**

Hours of operation will vary seasonally and be based on workload.

If you have any questions or need any additional information, please let me know.

Sincerely,

Aaron Luth
President



RECEIVED
JUL 22 2024
PLANNING DEPT.



RECEIVED
JUL 22 2024
PLANNING DEPT.



RECEIVED
JUL 22 2024
PLANNING DEPT.





CRUSHIN'-IT, INC.
Concrete Recycling Center
Operating Statement
June 21, 2024

Statement of Proposed Use

Crushin'-IT, Inc requests approval of a Conditional Use Permit (CUP) for Storage or Processing of Non-Hazardous Materials for a facility located at the Butternuts Property, Sarpy County, Nebraska.

Crushin'-IT, Inc business consists of the crushing of used concrete to create a recycled aggregate to be used as base material for flat concrete work such as floor slabs, street paving, parking lot paving and driveway paving. The material can be sized to serve other aggregate uses. The material is used on every construction project for track-out pad surfacing. The location will also be used in the storage of raw, broken, or unwanted concrete from various contractors and concrete plants to be recycled at a later date.

Proposed Use – Storage or Processing of Non-Hazardous Materials



This location will accept concrete taken from job sites and stored on the site until crushed. View 1 shows what the concrete piles on site look like. Various contractors and concrete companies utilize this site to dump their excess or broken concrete. Utilizing the site for raw concrete storage is environmentally beneficial as it keeps the material from being dumped within landfills or left on yards with no intention of reusing the material.

View 1: Raw Concrete Pile

RECEIVED
JUL 22 2024
PLANNING DEPT.

Views 2 and 3 show the crushing operation in use. The many benefits to crushing concrete into reusable aggregate include the following:

- Reduces waste from job sites.
- Reduces unnecessary rubble placed in local landfills.
- Creates a sustainable resource for future projects.
- Reduces the need for mining for new material or
- Reduces construction costs on private and public projects.



View 2: Crushing Operation



View 3: Crushing Operation

There is a current Crushin-IT, Inc. operation in Gretna, and in Omaha, which takes great pride in following all state and local governmental regulations for storm water retention, dust control, and keeping dirt and debris off the local streets. The Gretna facility has operated under an active Industrial Storm Water Discharge Permit (NDPES) since December of 2019. The track-out onto city streets is continuously controlled before, during, and after daily operations. Track-out is cleaned up approximately 1 hour into the start of the operation and approximately 1 hour after operations stop.

Crushing operations have evolved to where they are more environmentally friendly than even a few years ago. The sound emitted from the diesel engines is constant and steady. The actual crushing of the concrete is muffled somewhat by the volume of dirt that is naturally part of the rubble. Readings in and around the crusher average less than the 85 Db allowed in the regulations. The current readings average 65-70 Db at 150 feet. The most noise comes from a dump truck's tailgate.

Dust control is a top priority for the operation. View 4 shows a picture of the Screenpod S45 Dust Cannon purchased and placed on site while crushing is being completed. The Dust Cannon creates a fine mist produced by pressurizing water through jet nozzles. The fine mist latches

onto the dust particles and suppresses the dust thereby keeping it from leaving the site. View 5 shows the Screenpod Dust Cannon on site and operating during the crushing operations.



View 4: Picture of the Screenpod S45 Dust Cannon



View 5: Screenpod S45 Dust Cannon in Operation

The Screenpod Dust Cannon is a mobile piece of equipment and is moved around the yard along with the crushing equipment. This ensures that no dust particles leave the property during and after operations. Crushin-IT, Inc is the only active crushing company in the area that operates a Dust Cannon during operations.

Dust control is also achieved by watering the rubble prior to being placed in the active crushers. This keeps the dust creation to almost nothing. Our employees operate a fire hose and soak the inputs. This process keeps the rubble and dirt associated with it, from creating dust particles during the crushing process and as it comes off the discharge conveyors into the pile.

A street sweeper truck is also deployed to water the equipment traveling areas. This helps to mitigate any dust generated by loaders and trucks that are moving around the crushing site. The sweeper truck will also be utilized to keep any street track out from accumulating on the public travel ways. The streets around our crushing operations are kept clean for every user.

Once the aggregate is created, local contractors, municipalities and state agencies will purchase the recycled aggregate from this operation. The aggregate is loaded into dump trucks and side dump semi-tractor trailers to be hauled to job sites. Views 6 and 7 show examples of trucks. All truck traffic enters from Capehart Road with the entrance one half mile of Highway 75. Once entering the site off 13th Street, all truck traffic is kept internally to the site until exiting right back onto Capehart Road and on to Fort Crook Road.

The crushing operation is only somewhat seasonal. As winter weather sets in our operations are curtailed by the temperatures. We will not start the equipment when it is too cold to operate. Watering is more difficult, so the volumes handled are much less and at a reduced pace. The natural moisture from frost or snow assists with dust suppression.

The Crushin-IT, Inc operation will provide local jobs, sales tax, and recycled material used by local contractors, businesses and various municipalities.

Hours of Operation:

Monday – Friday 7:00 a.m. to 6 p.m.

Saturday – 7:00 a.m. to 12:00 p.m.

*Year around operation, weather permitting, non-operating on major holidays

Number of Employees at this location: Nine (9)

Number of Clients (daily trips):

10-20 trips per day, dump trucks and side dump semi-tractor trailers

Monthly Volume Projections:

The goal is to crush a total of 100,000 tons per year which is approximately 2,000 tons per week.



View 6: Side Dump Semi Tractor Trailer



View 7: Dump Truck

Record & Return To:
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

CITY OF BELLEVUE
CONDITIONAL USE PERMIT

Part of Lot 13 North of Drainage Ditch and Part of Lot 14, Butterfields Subdivision, all except part for
NRD
LOCATED IN THE NORTHEAST ¼ OF SECTION 10, T13N, R13E OF THE 6TH P.M., SARPY
COUNTY, NEBRASKA

Conditional Use Permit for Parcel # 010437274 at South 13th Street and Capehart Road

This Conditional Use Permit issued this 15th day of October 2024 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Crushin’-It, Inc., (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Mile High Investments, LLC, is the legal owner of Part of Lot 13 North of Drainage Ditch and Part of Lot 14, Butterfield’s Subdivision all except part for NRD, located in the Northeast ¼ of Section 10, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 10.08 acres, more or less (“Property”). Applicant desires to use the Property for the purpose of permanent (longer than 36 months) concrete crushing, storage, and batch plant; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the “Permit”).

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a “Permitted Use” or “Use”.

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:

- a. A site plan showing the Property's boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "A."
 - b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
 - b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
 - c. The Use shall meet all state and federal requirements for air quality control.
 - d. The applicant may operate two permanent facilities on the site: concrete recycling operation on the western portion and batch plant on the eastern portion.
 - e. Trucks exiting the site shall make a right-hand turn at Capehart Road to help mitigate traffic congestion.
 - f. The applicant shall construct a right-hand turn lane along eastbound Capehart Road, per the Traffic Impact Analysis and subject to city approval, at applicant's cost. Such turn lane shall be constructed prior to any operations on site.
 - g. The applicant shall comply with all drainage and watershed regulations and permitting per the City of Bellevue, Papio Missouri-River NRD, and the US Army Corps of Engineers.
 - h. The applicant agrees to use all measures necessary to mitigate dust control as monitored by the City of Bellevue and/or Offutt Air Force Base.
 - i. The concrete batch plant site can operate from 5:00 a.m. to 6:00 p.m. Monday through Friday and from 5:00 a.m. to 2:00 p.m. on Saturday. The concrete recycling facility can operate Monday through Friday 7:00 a.m. to 6:00 p.m. and Saturday 7:00 a.m. to 12:00 p.m. Changes to these hours shall be approved by the Bellevue City Council.
 - j. The Use shall meet all city codes, to include the building code for a permanent restroom facility.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any

federal, state or local rights are provided under laws, rules and regulations governing said permit.

- c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

- a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
- b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within seven (7) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 7 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
- c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
- d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

Crushin'-It, Inc.
20382 Patton Street
Gretna, NE 68028

- e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

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 municipal corporation, 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 Deputy 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 notarial seal this ____ day of _____, 2024.

Notary Public

Lance Paulsen for Crushin'-It, Inc.

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Lance Paulsen signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2024.

Notary Public

Ryan Petersen for Mile High Investments, LLC

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Ryan Petersen signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2024.

Notary Public

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14c.
10/15/2024

COUNCIL MEETING DATE: October 15, 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 a conditional use permit for Lot 7, Dietz Meadows, for the purpose of a specialized assisted living facility for elderly/disabled adults (age 55+). Applicant: Abongwa Ndumu. Location: 3708 Greene Avenue.

SYNOPSIS/BACKGROUND:

Lauren Grigsby, on behalf of Abongwa Ndumu is requesting a Conditional Use Permit (CUP) for Lot 7, Dietz Meadows, for the purpose of a specialized assisted living facility for elderly/disabled adults (age 55+). The applicant intends to provide 24-hour care for elderly/disabled adults aged 55 years and older, needing additional assistance with personal and oral hygiene, bathing, dressing, meal preparation, laundry, and transportation to doctor's appointments. The applicant has stated this facility will not provide Alzheimer's/Dementia care. The applicant intends to use the existing driveway for staff and visitor parking. On-street parking is also available in this location.

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 recommended approval, and the Planning Commission has recommended denial of this request

ATTACHMENTS:

- | | | |
|---|-------------------------|-------------------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Staff Report | 3. Conditional Use Permit Agreement |
| 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:

Daniel Phillips

Tammi Palm

Aug 12

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Abongwa Ndumu

CASE #: CUP-2408-02

CITY COUNCIL HEARING DATE: October 15, 2024

REQUEST: for a conditional use permit for Lot 7 Dietz Meadows, for the purpose of a specialized assisted living facility for 55+ elderly/disabled adults.

On September 26, 2024, the City of Bellevue Planning Commission voted one yes, seven no, one absent and zero abstained:

APPROVAL based upon conformance with Section 6.06 of the Zoning Ordinance, as well as a lack of perceived negative impact upon the surrounding area.

VOTE:

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

Motion failed.

APPLICANT: Abongwa Ndumu

CASE #: CUP-2408-02

CITY COUNCIL HEARING DATE: October 15, 2024

REQUEST: for a conditional use permit for Lot 7 Dietz Meadows, for the purpose of a specialized assisted living facility for 55+ elderly/disabled adults.

On September 26, 2024, the City of Bellevue Planning Commission voted six yes, two no, one absent and zero abstained:

Denial based upon lack of conformance with Section 6.06 of the Zoning Ordinance, as well as a lack of adequate parking.

VOTE:

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

Planning Commission Hearing (s) was held on: September 26, 2024

**CITY OF BELLEVUE
PLANNING DEPARTMENT**

RECOMMENDATION REPORT #2

CASE NUMBER: CUP-2408-02

FOR HEARING OF:
REPORT #1: September 26, 2024
REPORT #2: October 15, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Abongwa Ndumu
c/o Lauren Grigsby
8212 S 88th Plaza #08
LaVista, NE 68128

B. PROPERTY OWNER:

Janet Ndumu Onya
12235 Apache Tears Circle
Laurel, MD 20708

C. GENERAL LOCATION:

3708 Greene Avenue

D. LEGAL DESCRIPTION:

Lot 7, Dietz Meadows, located in the Southeast $\frac{1}{4}$ of Section 17, T14N, R13E of the 6th P.M., Sarpy County, NE

E. REQUESTED ACTION:

Request for a conditional use permit for Lot 7, Dietz Meadows, for the purpose of a specialized assisted living facility for 55+ elderly/disabled adults.

F. EXISTING ZONING AND LAND USE:

RS-72, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a conditional use permit to facilitate a specialized assisted living facility for 55+ elderly/disabled adults.

H. SIZE OF SITE:

The site is approximately 0.24 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

This property is presently developed with a single-family residence.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RS-72
- 2. **East:** Single Family Residential, RS-72
- 3. **South:** Aldersgate United Methodist Church, RS-72
- 4. **West:** Single Family Residential, RS-72

C. REVELANT CASE HISTORY:

On September 26, 2024, the Planning Commission recommended denial of the applicant's request for a conditional use permit to allow for a specialized assisted living facility for 55+ elderly/disabled adults.

D. APPLICABLE REGULATIONS:

- 1. Section 5.09.03, Zoning Ordinance, regarding conditional uses in the RS-84 zoning district.
- 2. Article 6, Zoning Ordinance, regarding Conditional Use Permits.

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 available for this location.
2. This property has access from a private driveway off Greene Avenue.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Lauren Grigsby is requesting a conditional use permit to provide a specialized assisted living facility for 55+ elderly/disabled adults.
2. The applicant states the facility will provide 24-hour care for elderly/disabled adults aged 55 years and older, needing additional assistance with personal and oral hygiene, bathing, dressing, meal preparation, laundry, and transportation to doctor's appointments for those who require or request such services due to age, illness, or physical disabilities. The applicant has stated this facility will not provide Alzheimer's/Dementia care. The existing single-family residence has four bedrooms.

The applicant states the facility will accommodate a maximum four residents.

3. The applicant has stated the hours of operation will be 24 hours per day/7 days per week, with a minimum of two to three staff on-site during daytime hours, and one to two staff members present during the overnight hours. A Certified Medical Assistant (CMA) will be one of the staff members on site. The applicant indicates that all CMAs are trained to perform the same duties as a Certified Nursing Assistant (CNA).

A copy of the applicant's letter detailing her request is attached to this report.

4. Ms. Grigsby has completed the required training and is registered to operate this type of facility, as an administrator, in the State of Nebraska.

In addition to the zoning ordinance requirements, the applicant will be required to comply with all licensure requirements of the State of Nebraska Department of Health and Human Services (DHHS).

5. The property is located along Greene Avenue, a local street with a total width of 50', and on-street parking allowed only on the south side of the street. The property has a driveway from Greene Avenue. The applicant intends to use the existing 10' x 42' driveway for staff and visitor parking. The existing driveway would likely be able to accommodate no more than 4 vehicles at a time including

one vehicle parked in the one-car garage. Aldersgate United Methodist Church is across the street and to the south of this property. Since the church has an adequate parking lot on their property, on-street parking is minimal along this particular section of Greene Avenue.

6. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Omaha Public School District, Sarpy County Administrator, Sarpy County Engineer, Sarpy County Public Works. 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, and Zach Hergenrader, Sarpy County Engineer, had questions regarding parking requirements.

Mike Christensen, Chief Building Official, commented the facility must meet and pass all requirements of the Americans with Disabilities Act (ADA) before it can be used as an assisted living group home. The applicant is aware of this requirement.

Captain Donald Gifford, Battalion Chief, commented the facility will need to comply with NFPA 101 Life Safety Code 2012 Edition Chapter 32, NFPA 1 Fire Code 2012 Edition, and IFC 2021 before it can be used as an assisted living group home. The applicant is aware of these requirements and understands she will need to pass inspection prior to any state licensing or licensing renewal.

No other comments were received on this case.

7. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:

6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.

6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.

6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.

6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.

6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.

6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

The Planning Department believes this application meets the criteria for approval of the Conditional Use Permit.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon conformance with Article 6, Zoning Ordinance, as well as lack of perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

DENIAL based upon Section 6.06, of the Zoning Ordinance, as well as a lack of adequate parking.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2024 GIS aerial photo of the property
3. Letter from Abongwa Ndumu received August 5, 2024.
4. Letter from Lauren Grigsby and Abongwa Ndumu received September 4, 2024
5. Conditional Use Permit Agreement

VII. COPIES OF REPORT TO:

1. Abongwa Ndumu (c/o Lauren Grigsby)
2. Janet Ndumu
2. Public Upon Request


Assistant Planning Manager

 10/08/2024
Planning Director Date of Report



Sarpy County, Nebraska



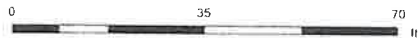
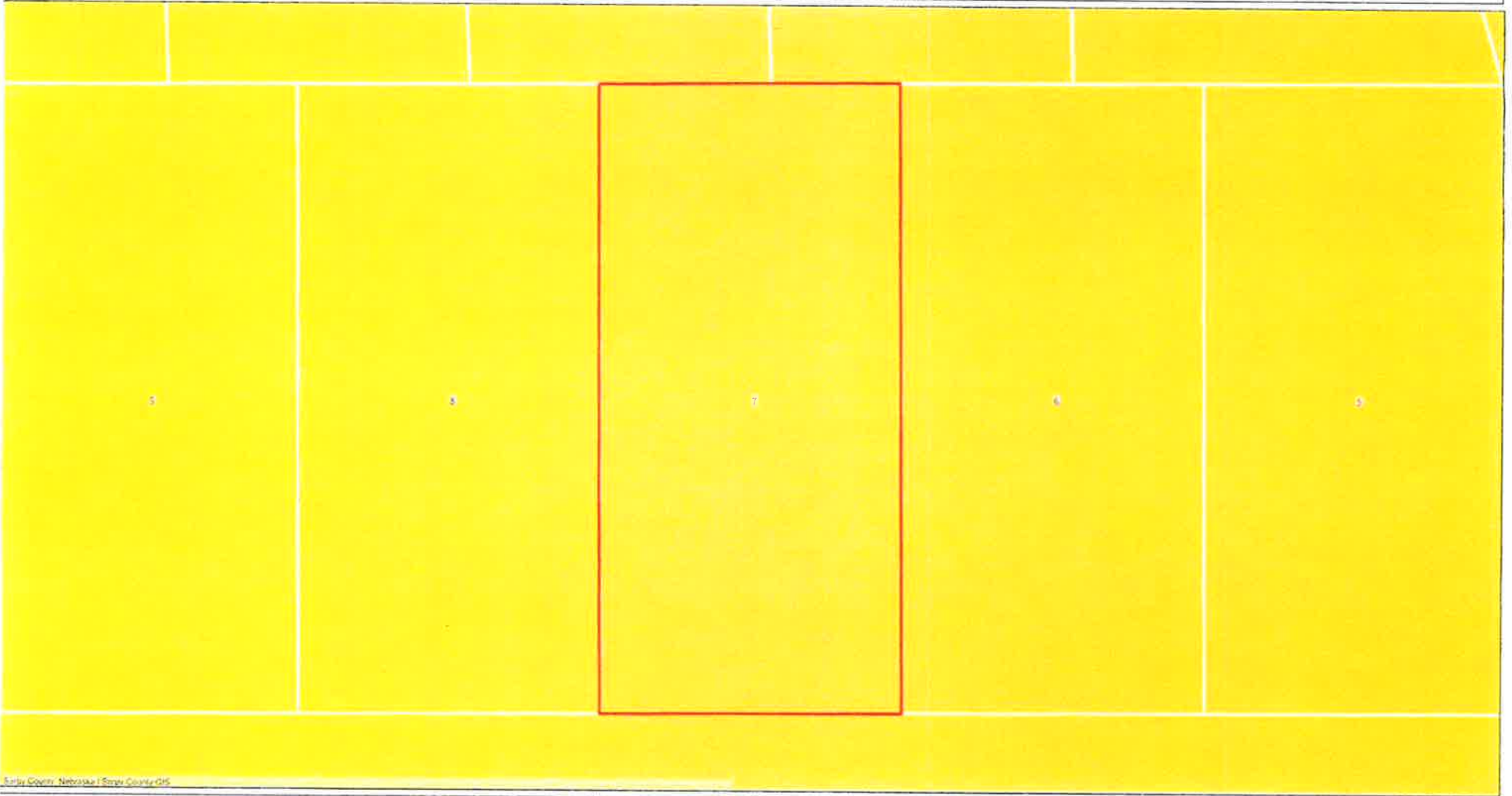
Map Scale 1: 564

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Notes





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Notes

Abongwa K. Ndumu

8212 S 88th Plaza #08
La Vista
Nebraska 68128

Email: abongwa@gmail.com
Cel: 531 777 5071

Attn: City of Bellevue
Planning Department
1510 Wall St
Bellevue NE 68005

August 2nd, 2024

Subject: Conditional Use Permit

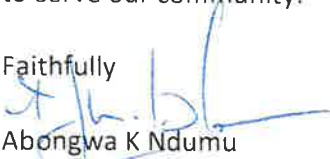
Dear Sir/Madame,

It is an honor to put forward to you, our request for a, Conditional Use Permit, to operate an Assisted Living Group Home facility... at 3708 Greene Ave, Bellevue, NE 68147.

It is a 4 bed house, for which we intend to;
- Care for elderly and disabled persons

We would appreciate your utmost consideration and cooperation in our endeavour to serve our community.

Faithfully


Abongwa K Ndumu
Applicant

RECEIVED

AUG 05 2024

PLANNING DEPT.

Lauren Grigsby, Abongwa Ndumu
[Your Name]

8212 S 88 Plaza #08 LaVista Nebraska 68128 [City, ST Zip
Code]

531-218-4903

Laurengrigsby@gmail.com



9/5/2024

Tammy Palm,
City of Bellevue Planning Department
1510 Wall St
Bellevue Nebraska 68005 402-293-3026

To Planning Department

Re: Conditional Use permit for 3708 Greene Ave Bellevue 68147

1. There will be 1 –2 staff per 12 hour shift. 2 shifts per day.
2. There is adequate parking for 4 cars in driveway and garage.
3. We intend to serve 4 residents.
4. We intend to care for 55+ elderly/disabled adults. It is an Assisted Living Group Home
5. We have a four bedroom home
6. We have reached out To the fire department Donald Gifford. No response yet.

Sincerely,

RECEIVED
SEP 04 2024
PLANNING DEPT.

Record & Return To:
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 7, Dietz Meadows, LOCATED IN THE SOUTHEAST ¼ OF SECTION 17, T14N, R13E
OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

Conditional Use Permit for Americam, LLC.

This Conditional Use Permit issued this 15th day of October 2024 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to Abongwa Ndumu, (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Janet Ndumu is the legal owner of Lot 7, Dietz Meadows, located in the Southeast ¼ of Section 17, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 0.24 acres, more or less (“Property”). Applicant desires to use the Property for the purpose of a specialized assisted living facility for 55+ elderly/disabled adults; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the “Permit”).

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a “Permitted Use” or “Use”.

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
 - a. A site plan showing the Property’s boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit “A.”

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
 - b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
 - c. The applicant may operate a facility providing specialized assisted living facility for 55+ elderly/disabled adults on the Property.
 - d. The Use shall follow all required Nebraska Department of Health and Human Services and/or any other state licensing regarding health care services. A copy of required licensure shall be provided to the Planning Department.
 - e. The Use must meet, pass, and follow all requirements of the Americans with Disabilities Act (ADA) to be used as an assisted living care facility.
 - f. No more than four (4) senior residents may be in care at the facility at any one time.
 - g. The applicant may have a staff of three on-site at any one time to include Certified Medical Assistants, Registered Nurses, and office personnel.
 - h. Approved hours of operation shall be 24 hours, 7 days a week with staff on site.
 - i. All obsolete or unused structures, accessory facilities, or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
 - j. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
 - k. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.

- c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.

5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

- a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
- b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (7) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 7 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
- c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
- d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

Americam LLC
c/o Abongwa Ndumu
8212 S. 88th Plaza #08
La Vista, NE 68128

- e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

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 municipal corporation, 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 notarial seal this ____ day of _____, 2024.

Notary Public

Abongwa Ndumu for Americam, LLC

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Abongwa Ndumu signed the foregoing instrument, acknowledged before me on this day and he/she executed and delivered said instrument as his/her voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2024.

Notary Public

Janet Ndumu, Owner

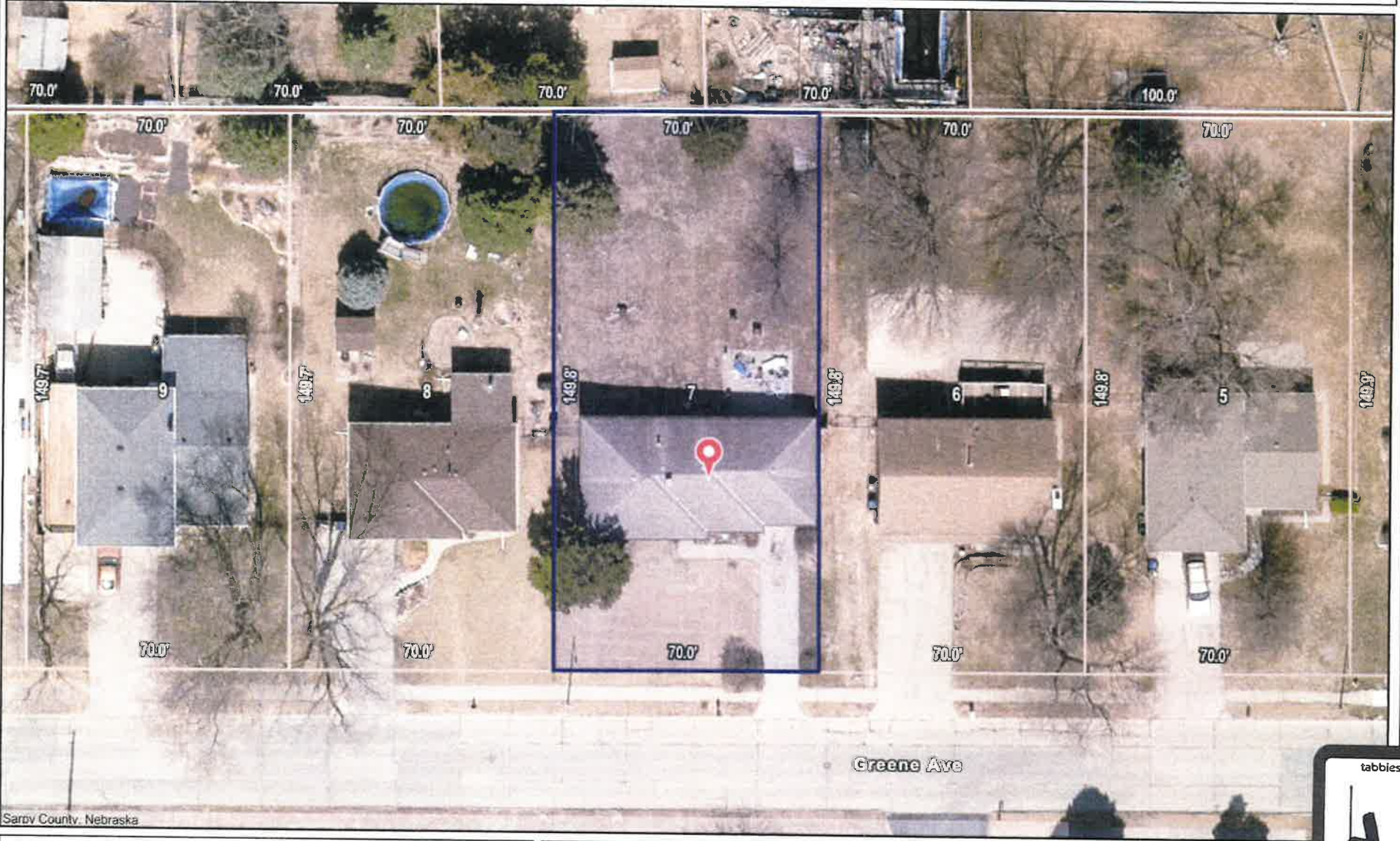
STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Janet Ndumu (owner) signed the foregoing instrument, acknowledged before me on this day and he/she executed and delivered said instrument as his/her voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2024.

Notary Public

3708 Green Avenue



Sarpy County, Nebraska



Map Scale 1: 564

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Notes



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
10/15/2024

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

SUBJECT:

Request to amend the Redevelopment Plan for Lot 1, Southeast Plaza. Applicant: Marathon Equity, LLC.
General location: 909 Fort Crook Road North.

SYNOPSIS/BACKGROUND:

The applicant is requesting an amendment of the redevelopment plan for Lot 1, Southeast Plaza. The original redevelopment plan proposed the existing building (formerly utilized as a No Frills Supermarket) would be developed into an extension of their current packaging and processing business for coffee, nut, and popcorn operations. The developer now proposes to renovate the building into an exercise and fitness center. The applicant states in his memo "The use of the property as a fitness center would require materially more rehabilitation and upgrading to the property but would ultimately result in a significantly greater taxable value and benefit to the area." As part of the redevelopment plan the applicant is requesting approval of \$917,949 in Tax Increment Financing.

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:

The Planning Commission and Planning Department are both recommending approval of this Redevelopment Plan.

ATTACHMENTS:

1. <input type="text" value="Planning Commission Recommendation"/>	2. <input type="text" value="Staff Memo"/>	3. <input type="text" value="Resolution No. 2024-29"/>
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:

Daniel Willis

[Signature]

[Signature]



We Influence The World!

City of Bellevue
Planning Department
1510 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3026

To: Rusty Hike
City Administrator Jim Ristow
City Council Members

From: Angela Curry, Assistant Planning Manager

Date: October 8, 2024

Subject: Lot 1, Southeast Plaza, Redevelopment Plan

On November 13, 2017, the City Council approved the Redevelopment Plan for Marathon Equity, LLC., located at 909 Fort Crook Road North. The developer is requesting approval to amend the redevelopment plan. As originally submitted and approved, the redevelopment plan proposed an existing building formerly utilized as a No Frills Supermarket would be developed into an extension of their current packaging and processing business for coffee, nut, and popcorn operations.

The developer is proposing to renovate the existing building into an exercise and fitness center. The developer states in his memo “The use of the property as a fitness center would require materially more rehabilitation and upgrading to the property but would ultimately result in a significantly greater taxable value and benefit to the area.”

The applicant states the base year assessed value of the property is \$1,300,000. The applicant states the property’s current assessed value is \$2,692,953 and the estimated final tax assessed value for the project site upon completion of the project is \$7,500,000.

The amended Redevelopment Plan states the principal Tax Increment Financing (TIF) eligible redevelopment costs associated with the project are approximately \$917,949 (original TIF amount of \$438,949 with \$479,000 of additional TIF eligible expenses). The breakdown of costs and data supporting the payback of TIF expenditures is attached to the amended Redevelopment Plan for your review.

In his memo, the applicant asserts the redevelopment project as proposed in this amendment will result in a \$6,200,000 increase over the base year assessed valuation and at least a \$4,807,047 increase over the current assessed value under the current redevelopment plan.

A change of zone from BGH (Heavy General Business) to ML (Light Manufacturing) was granted by the City Council November 13, 2017, with the intention of the applicant expanding the existing coffee, nut, and popcorn processing/packaging operations. The applicant is in the process of requesting a change of zone from ML (Light Manufacturing) to BG (General Business), which will support the proposed use. The current Comprehensive Plan designates this area as flex space, which allows for light industrial uses; however, the draft Comprehensive Plan update reflects mixed use development to facilitate the 2040 Fort Crook Road Plan.

Attached for your review and recommendation is a copy of the amendment to the redevelopment plan.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the request to amend the Redevelopment Plan of Marathon Equity, LLC based on elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill redevelopment.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the request to amend the Redevelopment Plan of Marathon Equity, LLC based on elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill redevelopment.

**Amendment of Marathon Equity, L.L.C. Redevelopment Plan
for 909 Fort Crook Road, Bellevue, NE**

To: Chairman and Members of the Planning Board
From: Marathon Equity, L.L.C., (“Developer”), Applicant
Date: 8/23/2024

Background

The project site is Lot 1, Southeast Plaza, an Addition to the City of Bellevue, Sarpy County, NE, which is located at 909 Fort Crook Road, Bellevue, NE (the “Property”). On November 13, 2017, the City approved Developer’s Redevelopment Plan for 909 Fort Crook Road, Bellevue, Nebraska (the “Plan”) by Resolution 2017-22. A copy of the Plan and Resolution 2017-22 are attached hereto and incorporated herein as Exhibit “1.” Developer has determined that it is no longer desirable or feasible to use the Property as originally proposed in the Plan for expansion of its existing business for coffee, nut and popcorn processing/packaging operations.

The Developer has identified a prospective tenant for the Property that would utilize the Property for an exercise and fitness center. The use of the Property as a fitness center would require materially more rehabilitation and upgrading to the Property but would ultimately result in a significantly greater taxable value and benefit to the area. As it currently stands, the Plan is no longer feasible to achieve the Plan’s purpose and will not repay the Redevelopment Promissory Note as planned. Accordingly, Applicant requests a modification to the Plan as follows:

Land Use/Zoning/Site Redevelopment:

The site is approximately 5.22 acres in size and contains a vacant 66,930 sq ft commercial building built in 1984. The site is currently zoned ML- Light Manufacturing District. Contemporaneously with this Plan Amendment, Developer is requesting the Property be rezoned to BG- General Business District which will permit the use of the Property as an exercise and fitness center. BG is consistent with the zoning of the neighboring property on the northwest and the zoning immediately north of the Property. The BG zoning is compatible with the surrounding properties/uses.

The proposed project will renovate the existing building into an exercise and fitness center. The base year assessed value of the Property is \$1,300,000. The Property’s current assessed value is \$2,692,953 and the estimated final tax assessed value for the project site upon completion of the project is \$7,500,000. The redevelopment project as proposed in this Amendment will result in a \$6,200,000 increase over the base year assessed valuation and at least a \$4,807,047 increase over the current assessed value under the current redevelopment plan.

The Property is owned by the applicant, Developer. The Developer will continue to own the Property after development and lease the Property for use as an exercise and fitness facility. Developer and the Property tenant will work together to redevelop the Property.

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AUG 23 2024
PLANNING DEPT.

Developer anticipates construction to begin in the winter of 2024/2025 with completion by December 2025.

Renovation of existing structures: Yes

New construction: No new buildings will be constructed.

Number of buildings: 1

Building Height: one story, 22'

Financing:

The estimated value of the project upon full build-out is estimated to be \$7,500,000. Accordingly, the project will support an amended TIF request of \$917,949 (original TIF amount of \$438,949 with \$479,000 of additional TIF eligible expenses) with interest continuing at the original rate of 6% per annum. The amended Amortization schedule is attached hereto as Exhibit D. The remaining project costs will be paid through equity and debt financing.

Project Finance Summary

Sources of Funds:	Amounts:
Owner Equity	\$4,354,551.00
Bank Loan, Construction	\$2,000,000.00
Tax Increment Financing	\$917,949.00
Total Sources of Funds:	\$7,272,500

Costs and Expenses:	
Land Acquisition	\$1,300,000.00
Previously Completed Exterior Improvements:	\$185,000.00
Previously Completed Interior Improvements:	\$665,000.00
Engineering/Architectural Fees/Contracting for Prior Work:	\$150,000.00
GR/GC- relating to additional work	\$200,000.00
Additional Demolition	\$120,000.00
Concrete/Core & Shell Masonry	\$298,000.00
Metals	\$232,000.00
Woods & Plastics	\$320,000.00
Thermal & Moisture Protection	\$204,500.00
Doors & Windows	\$290,000.00
Finishes	\$1,250,000.00
Specialties	\$57,000.00
Specialty Construction	\$434,500.00
Additional Mechanical Work	\$989,000.00
Additional Electrical	\$525,000.00

Parking Updates	\$40,000.00
Attorney Fees	\$7,500.00
TIF Fees	\$5,000.00
Total Costs and Expenses:	\$7,272,500

TIF Eligible Costs “Exhibit A”:

The TIF Eligible Costs are amended as reflected on “Amended Exhibit A”

Site Plan “Exhibit B”:

The site plan is amended as reflected on “Amended Exhibit B”

Amortization Schedule “Exhibit D”:

The Amortization Schedule is amended as reflected on “Amended Exhibit D”

Amended TIF Request

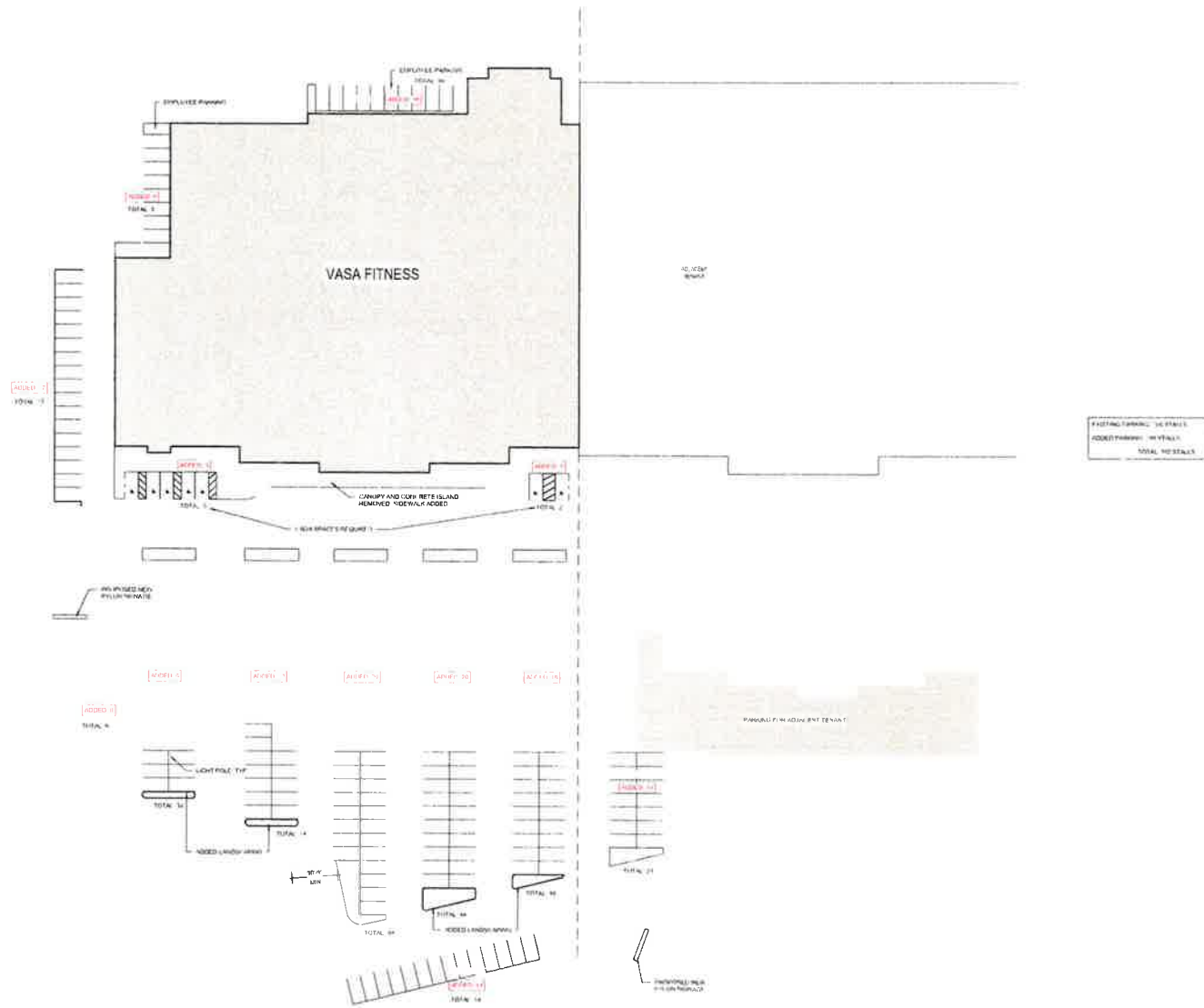
The amended TIF request is for \$917,949 (original TIF amount of \$438,949 amended to include \$479,000 of additional TIF eligible expenses), plus accrued interest. TIF will be used to offset TIF eligible costs such as acquisition, demolition, site work, architectural and engineering fees, and public improvements as required. The TIF Eligible Expenses are shown in detail on Amended Exhibit A. The total estimated project cost is \$7,272,500. The final assessed valuation upon completion of the project of \$7,500,000.00 will support the TIF request with interest at the rate of 6.00% per annum as shown by the Amortization Schedule attached as Amended Exhibit D.

AMENDED EXHIBIT A

TIF ELIGIBLE EXPENSES

Land Acquisition	\$1,300,000.00
Demolition	\$170,000.00
Landscaping	\$75,000.00
Enclose Covered Drive	\$30,000.00
Paint	\$50,000.00
Roof Repair	\$30,000.00
Fire Protection Updating	\$65,000.00
Engineering/Architectural Costs	\$75,000.00
Concrete/Core & Shell Masonry	\$298,000.00
Electrical Updates	\$675,000.00
HVAC and additional Mechanical Updates	\$1,024,000.00
Parking	\$40,000.00
Attorney Fees	\$7,500
TIF Fees	\$5,000.00
Total:	\$3,844,500

Exhibit B



Farnsworth
ARCHITECTS

1000 PINE STREET, SUITE 100
DENVER, CO 80202
TEL: 303.733.8888
WWW.FARNSTWORTH.COM

DATE	DESCRIPTION

PREDESIGN
NOT FOR CONSTRUCTION



VASA Bellevue, NE

808 Fort Crank Rd North Bellevue
NE 98005

DATE:	08/05/20
DESIGNED:	NAS
DRAWN:	NAS
REVIEWED:	NAS

SITE PLAN

A001

PROJECT NO. 024092

AMENDED EXHIBIT D
909 Fort Crook Rd, Bellevue, NE
Marathon Equity, L.L.C.

Debt Service Payments

		<u>Total</u>	<u>Pre-</u>	<u>TIF Taxable</u>		<u>Gross TIF</u>	<u>Treasurer's</u>	<u>Tax Revenue</u>		<u>Interest at</u>	<u>TIF DS</u>	
<u>Year</u>		<u>Valuation</u>	<u>Development Base</u>	<u>Valuation</u>	<u>Tax Levy</u>	<u>Tax Revenue</u>	<u>1% Fee</u>	<u>Available for</u>	<u>Principal</u>	<u>6%</u>	<u>PMT</u>	<u>Loan Balance</u>
								<u>TIF DS</u>				
2021	0	1,300,000	1,300,000									\$ 438,949
April, 22	0.5	1,300,000	1,300,000							\$ 13,168		\$ 452,117
August, 22	1	1,300,000	1,300,000							\$ 13,564		\$ 465,681
April, 23	1.5	1,300,000	1,300,000							\$ 13,970		\$ 479,651
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August, 36	15	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 66,273	\$ 1,947	\$ 68,220	\$ (1,372)

Additional TIF Eligible Expense

RESOLUTION 2024-29

WHEREAS, Marathon Equity, LLC, is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lot 1, Southeast Plaza, an addition to the City of Bellevue, Sarpy County, Nebraska ("Redevelopment Project Area"); and

WHEREAS, the Redevelopment Project Area is situated within an area previously designated by the Bellevue City Council as blighted and substandard and in need of redevelopment as such terms are defined and contemplated by the Nebraska Community Development Law (Sections 18-2103(10) and 18-2103(11) et seq., R.R.S. Neb.) (the "Act"); and

WHEREAS, Marathon Equity, LLC has submitted the Redevelopment Project Plan for the Redevelopment Project Area ("Redevelopment Plan") to the Council for its approval as the authority and the governing body of the City (as such terms are contemplated by the Act) for the redevelopment of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Redevelopment Plan anticipates redevelopment of a vacant 66,390 square foot building into an exercise and fitness center, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of Marathon Equity, LLC; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$4,807,047 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Marathon Equity, LLC and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Marathon Equity, LLC, in an amount not to exceed the principal sum of \$917,949 which, if fully paid, will reimburse Marathon Equity, LLC for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

WHEREAS, the Redevelopment Plan contemplates that the tax increment financing instruments to be issued in furtherance of the Redevelopment Project will be fully retired within fifteen (15) years from the effective date of the Redevelopment Plan as a result of the anticipated increase in the assessed value of the Redevelopment Project Area alone (by the payment of the corresponding increase in ad valorem real estate taxes to be levied upon Redevelopment Project Area); and

WHEREAS, following a public hearing convened by the Bellevue Planning Commission pursuant to and in accordance with Section 18-2115 of the Act, the Bellevue Planning Commission concluded that the Redevelopment Plan was in conformity with the general plan for the development of the City and otherwise in conformity with the Act and recommended that this Council approve the Redevelopment Plan, such recommendation being attached to this Resolution in the form of Exhibit "B"; and

WHEREAS, following a public hearing convened in accordance with the requirements of Section 18-2115 of the Act, and in consideration of all information therein presented together with such other information as this Council has determined to be appropriate, this Council finds:

(a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;

(b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;

(c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;

(d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and

(e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.

- (i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
- (ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
- (iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
- (iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
- (v) Such other impacts determined by this Council, as the Redevelopment Authority and governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

sufficiently demonstrates to this Council that approval of the Redevelopment Project as outlined in the Redevelopment Plan is in the best interest of the City, its residents and taxpayers, subject to the execution and delivery of a Redevelopment Agreement (and other related agreements) among the City, Marathon Equity, LLC and such other appropriate parties, containing covenants, terms and conditions as shall be necessary or appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue as follows:

1. That the Redevelopment Plan should be and hereby is approved subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Marathon Equity, LLC and such other parties as shall be appropriate, to be first approved by this City Council, which agreement(s) shall implement the Redevelopment Plan and set forth the covenants, terms, conditions and other appropriate provisions by which any tax increment financing instruments shall be issued and by which the Redevelopment Project shall be effected.

2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Marathon Equity, LLC and such other parties as

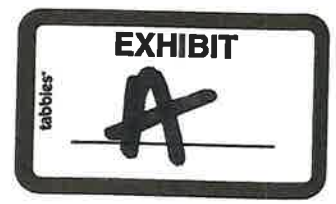
shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



**Amendment of Marathon Equity, L.L.C. Redevelopment Plan
for 909 Fort Crook Road, Bellevue, NE**

To: Chairman and Members of the Planning Board
From: Marathon Equity, L.L.C., ("Developer"), Applicant
Date: 8/23/2024

Background

The project site is Lot 1, Southeast Plaza, an Addition to the City of Bellevue, Sarpy County, NE, which is located at 909 Fort Crook Road, Bellevue, NE (the "Property"). On November 13, 2017, the City approved Developer's Redevelopment Plan for 909 Fort Crook Road, Bellevue, Nebraska (the "Plan") by Resolution 2017-22. A copy of the Plan and Resolution 2017-22 are attached hereto and incorporated herein as Exhibit "1." Developer has determined that it is no longer desirable or feasible to use the Property as originally proposed in the Plan for expansion of its existing business for coffee, nut and popcorn processing/packaging operations.

The Developer has identified a prospective tenant for the Property that would utilize the Property for an exercise and fitness center. The use of the Property as a fitness center would require materially more rehabilitation and upgrading to the Property but would ultimately result in a significantly greater taxable value and benefit to the area. As it currently stands, the Plan is no longer feasible to achieve the Plan's purpose and will not repay the Redevelopment Promissory Note as planned. Accordingly, Applicant requests a modification to the Plan as follows:

Land Use/Zoning/Site Redevelopment:

The site is approximately 5.22 acres in size and contains a vacant 66,930 sq ft commercial building built in 1984. The site is currently zoned ML- Light Manufacturing District. Contemporaneously with this Plan Amendment, Developer is requesting the Property be rezoned to BG- General Business District which will permit the use of the Property as an exercise and fitness center. BG is consistent with the zoning of the neighboring property on the northwest and the zoning immediately north of the Property. The BG zoning is compatible with the surrounding properties/uses.

The proposed project will renovate the existing building into an exercise and fitness center. The base year assessed value of the Property is \$1,300,000. The Property's current assessed value is \$2,692,953 and the estimated final tax assessed value for the project site upon completion of the project is \$7,500,000. The redevelopment project as proposed in this Amendment will result in a \$6,200,000 increase over the base year assessed valuation and at least a \$4,807,047 increase over the current assessed value under the current redevelopment plan.

The Property is owned by the applicant, Developer. The Developer will continue to own the Property after development and lease the Property for use as an exercise and fitness facility. Developer and the Property tenant will work together to redevelop the Property.

RECEIVED
AUG 23 2024
PLANNING DEPT.

Developer anticipates construction to begin in the winter of 2024/2025 with completion by December 2025.

Renovation of existing structures: Yes

New construction: No new buildings will be constructed.

Number of buildings: 1

Building Height: one story, 22'

Financing:

The estimated value of the project upon full build-out is estimated to be \$7,500,000. Accordingly, the project will support an amended TIF request of \$917,949 (original TIF amount of \$438,949 with \$479,000 of additional TIF eligible expenses) with interest continuing at the original rate of 6% per annum. The amended Amortization schedule is attached hereto as Exhibit D. The remaining project costs will be paid through equity and debt financing.

Project Finance Summary

Sources of Funds:	Amounts:
Owner Equity	\$4,354,551.00
Bank Loan, Construction	\$2,000,000.00
Tax Increment Financing	\$917,949.00
Total Sources of Funds:	\$7,272,500

Costs and Expenses:	
Land Acquisition	\$1,300,000.00
Previously Completed Exterior Improvements:	\$185,000.00
Previously Completed Interior Improvements:	\$665,000.00
Engineering/Architectural Fees/Contracting for Prior Work:	\$150,000.00
GR/GC- relating to additional work	\$200,000.00
Additional Demolition	\$120,000.00
Concrete/Core & Shell Masonry	\$298,000.00
Metals	\$232,000.00
Woods & Plastics	\$320,000.00
Thermal & Moisture Protection	\$204,500.00
Doors & Windows	\$290,000.00
Finishes	\$1,250,000.00
Specialties	\$57,000.00
Specialty Construction	\$434,500.00
Additional Mechanical Work	\$989,000.00
Additional Electrical	\$525,000.00

Parking Updates	\$40,000.00
Attorney Fees	\$7,500.00
TIF Fees	\$5,000.00
Total Costs and Expenses:	\$7,272,500

TIF Eligible Costs “Exhibit A”:

The TIF Eligible Costs are amended as reflected on “Amended Exhibit A”

Site Plan “Exhibit B”:

The site plan is amended as reflected on “Amended Exhibit B”

Amortization Schedule “Exhibit D”:

The Amortization Schedule is amended as reflected on “Amended Exhibit D”

Amended TIF Request

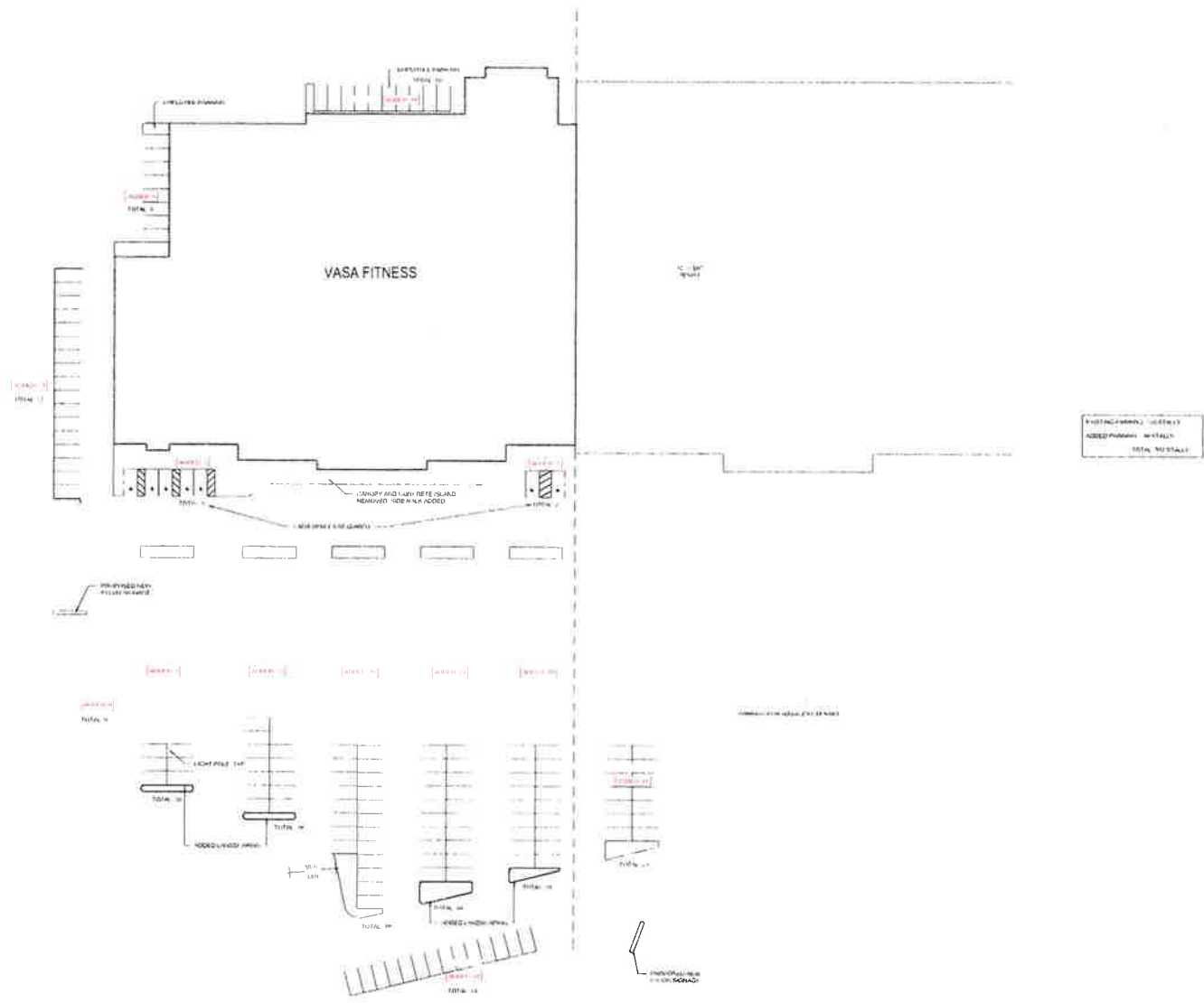
The amended TIF request is for \$917,949 (original TIF amount of \$438,949 amended to include \$479,000 of additional TIF eligible expenses), plus accrued interest. TIF will be used to offset TIF eligible costs such as acquisition, demolition, site work, architectural and engineering fees, and public improvements as required. The TIF Eligible Expenses are shown in detail on Amended Exhibit A. The total estimated project cost is \$7,272,500. The final assessed valuation upon completion of the project of \$7,500,000.00 will support the TIF request with interest at the rate of 6.00% per annum as shown by the Amortization Schedule attached as Amended Exhibit D.

AMENDED EXHIBIT A

TIF ELIGIBLE EXPENSES

Land Acquisition	\$1,300,000.00
Demolition	\$170,000.00
Landscaping	\$75,000.00
Enclose Covered Drive	\$30,000.00
Paint	\$50,000.00
Roof Repair	\$30,000.00
Fire Protection Updating	\$65,000.00
Engineering/Architectural Costs	\$75,000.00
Concrete/Core & Shell Masonry	\$298,000.00
Electrical Updates	\$675,000.00
HVAC and additional Mechanical Updates	\$1,024,000.00
Parking	\$40,000.00
Attorney Fees	\$7,500
TIF Fees	\$5,000.00
Total:	\$3,844,500

Exhibit B



DATE	DESCRIPTION

PREDESIGN
NOT FOR CONSTRUCTION



VASA Bellevue, NE

808 Fan Creek Rd North Bellevue NE 68005

DATE	08/13/20
DESIGNED:	NAA
DRAWN:	NAA
REVIEWED:	NAA

SITE PLAN

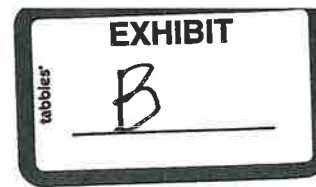
A001

PROJECT NO 6240101

AMENDED EXHIBIT D
909 Fort Crook Rd, Bellevue, NE
Marathon Equity, L.L.C.

Debt Service Payments

		<u>Total</u>	<u>Pre-</u>	<u>TIF Taxable</u>		<u>Gross TIF</u>	<u>Treasurer's</u>	<u>Tax Revenue</u>		<u>Interest at</u>	<u>TIF DS</u>	<u>Loan Balance</u>	
	<u>Year</u>	<u>Taxable</u>	<u>Developmen</u>	<u>Valuation</u>	<u>Tax Levy</u>	<u>Tax Revenue</u>	<u>1% Fee</u>	<u>Available for</u>	<u>Principal</u>	<u>6%</u>	<u>PMT</u>		
		<u>Valuation</u>	<u>t Base</u>					<u>TIF DS</u>					
2021	0	1,300,000	1,300,000									\$ 438,949	
April, 22	0.5	1,300,000	1,300,000							\$ 13,168		\$ 452,117	
August, 22	1	1,300,000	1,300,000							\$ 13,564		\$ 465,681	
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City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Marathon Equity, LLC

CASE #: ECD-45

CITY COUNCIL HEARING DATE: October 15, 2024

REQUEST: to amend the Redevelopment Plan for Lot 1, Southeast Plaza.

On September 26, 2024, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL based upon elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill redevelopment.

VOTE:

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

Planning Commission Hearing (s) was held on: September 26, 2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/15/24		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:

Approve the Environmental Review for the grant awarded from the CDBG-DR Housing Resilience Planning Program through Nebraska Department of Economic Development.

SYNOPSIS/BACKGROUND:

The City of Bellevue, as the lead agency, has been awarded a grant for the Multi-jurisdictional Housing Resiliency Planning project from Nebraska Department of Economic Development (NDED) funded through the CDBG Disaster Recovery program. In order to proceed with the award of the grant, the City must complete and approve the Environmental Review Record for the project. This is a non-binding document with must be approved and received by NDED prior to release of a grant agreement. The housing resilience plan will work to address rising housing needs compounded by increased frequency and severity of climate events.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Mayor to sign the Environmental Review Record for the CDBG-DR Multi-Jurisdictional Housing Resilience Planning Project.

ATTACHMENTS:

- | | | |
|--|--|-------------------------|
| 1. <input type="text" value="Award Letter"/> | 2. <input type="text" value="Project ERR Form"/> | 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:

Daniel Willis

[Signature]

[Signature]



September 6, 2024

City of Bellevue
ATTN: Mayor Rusty Hike
1500 Wall Street
Bellevue, NE 68005
Via email to: Rusty.Hike@bellevue.net

RE: Notice of Intent to Award
Sarpy Multijurisdictional Resilience Planning Project
Housing Resilience Planning (HRP)
Community Development Block Grant for Disaster Recovery (CDBG-DR) Program
(State of Nebraska DR-4420; Grant # B-19-DF-31-0001)
CDBG-DR HRP Award # 25-03-46

Dear Mayor Hike,

On behalf of Governor Jim Pillen and K.C. Belitz, Director of the Nebraska Department of Economic Development (DED), congratulations on being selected for a **preliminary award of up to \$500,000.00** in CDBG-DR funding made available to DED by the U.S. Department of Housing and Urban Development (HUD) following a Presidential declaration of a major disaster for the State of Nebraska (DR-4420) in 2019.

This notice follows your entity's successful submission of application materials describing a project that is anticipated to be eligible for CDBG-DR Housing Resilience Planning ("HRP") funding. This HRP award's intended outcome is to support the development of a plan related to housing recovery, housing resilience, and affordable housing towards the reduction of flood vulnerability. The overarching goal of the program is to promote comprehensive community resilience.

Subject to further terms and conditions described herein, DED intends to provide CDBG-DR funds to the project identified below ("Project"):

CDBG-DR HRP AWARD SUMMARY INFORMATION	
PROJECT NAME	Sarpy Multijurisdictional Resilience Planning Project
CDBG-DR AWARD AMOUNT	\$500,000.00
PROJECT SERVICE AREA	City Limits and ETJ of Bellevue and Papillion
APPLICANT NAME	City of Bellevue
UEI NUMBER	MGFGXEFM3353
AUTHORIZED REPRESENTATIVE	Mayor Rusty Hike
BELOW FIELDS ARE FOR DED REFERENCE ONLY	
DRGR ACTIVITY TYPE	DR-19-PLAN-Housing
DRGR-NATIONAL OBJECTIVE	N/A (see 24 CFR § 570.200(a)(3)(i))
DRGR ACTIVITY TITLE	Sarpy County Housing Resilience Plan
DRGR ACTIVITY NUMBER	DR-19-PLAN-Housing-25-03-46 Bellevue

As summarized below and detailed in program materials, the actual distribution of CDBG-DR funds for your project is contingent upon completion of certain program requirements, including, without limitation:

- **Detailed Project Vetting**
DED will proceed with a detailed review of the project eligibility, during which you will be asked to provide additional information about the Project, anticipated milestones, and entities involved, including details regarding any form of existing or planned agreement between Project partners.
- **Environmental Review**
You will also be asked to provide information regarding the environmental impact of project activities. The appropriate National Environmental Policy Act (NEPA) environmental review (ER) must be completed as part of this review and HUD must approve the NEPA ER and grant an AUGF (Authority to Use Grant Funds) for the project. DED staff will contact and work with you to complete these requirements.
Please do not begin any work on the Project before the completion of the ER.
- **Procurement**
Please note that compliant procurement processes must be completed and documented for all contracts relating to your and your partners' work on the Project.
- **Subrecipient Agreement**
DED will require a signed Subrecipient Agreement with the entity administering the multijurisdictional Project before distributing CDBG-DR funds for the Project. This agreement details additional terms and conditions of the award, and will be provided to you for your review and signature following completion of detailed project vetting and ER requirements.

NEXT STEPS AND DED CONTACT INFORMATION.

At this time, it is recommended that you:

1. **Retain a copy of this letter for recordkeeping.** Note that throughout the award period, you will be responsible for maintaining comprehensive project records and will be subject to DED monitoring for compliance with award requirements.
2. Familiarize yourself with program and subrecipient information found on DED's [technical assistance website](#), [CDBG-DR Manual](#), and [Housing Resilience Planning Program Guide](#). Note that this information will be updated periodically.
3. **Identify someone at the local level to be the Recipient Grant Manager.** The RGM is the person responsible for the day-to-day management of this CDBG-DR award in DED's grants management system, AmpliFund. This role can only be assigned to a single individual; however, this person can add additional users to the award to assist in managing the award. At a later date, your principal contact for this award will make available additional information about AmpliFund.
4. Anticipate an email from Jennifer Grove, your principal contact for this award, who will be in touch with you shortly to coordinate the next steps, including an award kickoff meeting.

If you have questions about the information in this letter, please reach out via email to jennifer.grove@nebraska.gov.

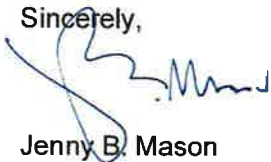
If not already, you and/or the primary contact listed in your application for CDBG-DR funds will be added to DEDs CDBG-DR and Housing Resilience Planning mailing lists to stay up to date on important announcements regarding the CDBG-DR program. Others in your organization may sign up by completing the [contact form](#) on our website.

Additional program and subrecipient information can be found on our [technical assistance website](#) and in our [CDBG-DR Manual](#), located at <https://opportunity.nebraska.gov/programs/community/cdbg-dr/>.

Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (711) INSTATE (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111. Additional information is at the Nebraska Relay website <http://www.nebraskarelay.com/>. Nebraska Relay offers Spanish relay service for our Spanish-speaking customers. Spanish-to-Spanish (711) or 1-888-272-5528/ Spanish-to-English (711) or 1-877-564-3503. Nebraska le ofrece el servicio de relevo a nuestros clientes en español. Los consumidores de TTY pueden escribir por máquina en español y las conversaciones serán retransmitidas en español y inglés.

Again, we congratulate you and look forward to working with you in carrying out your project. We sincerely appreciate your continued partnership in delivering on the state's long-term disaster recovery efforts. Your participation in this process strengthens the state's capacity and resiliency in preparation for future disasters.

Sincerely,



Jenny B. Mason
Director, Community Development and Disaster Recovery Divisions
Nebraska Department of Economic Development

cc (email): Abby Highland: City of Bellevue, CDBG Program Specialist, abby.highland@outlook.com
Michelle Andahl: City of Papillion Community Dev. Coordinator, MAndahl@papillion.org
[@DED](#)→Jennifer Grove, HRP Program Manager; Federal Aid Administrator; file(s)



U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Project Information

Project Name: Sarpy Multijurisdictional Resilience Planning Project via Housing Resilience Planning Program

Responsible Entity: City of Bellevue, Nebraska

Grant Recipient (if different than Responsible Entity): State of Nebraska Department of Economic Development

State/Local Identifier: NE

Preparer: Abby Highland, CDBG/Grant Specialist

Certifying Officer Name and Title: Rusty Hike, Mayor

Consultant (if applicable):

Project Location: County-wide, specifically the communities of Bellevue and Papillion

Description of the Proposed Project [24 CFR 58.32; 40 CFR 1508.25]:

The Nebraska Department of Economic Development (DED) is the lead and responsible agency for administering the Community Development Block Grant for Disaster Recovery (CDBG-DR) Program for the State of Nebraska. CDBG-DR funds were allocated to Nebraska following the record-breaking damage caused by severe winter weather (Winter Storm Ulmer), straight-line winds, and flooding in early 2019, which contributed to a major disaster declaration DR-4420. According to the CDBG-DR Action Plan, as amended, funding awarded via Housing Resilience Planning (HRP) will support local jurisdictions and economic development districts in developing plans for housing recovery, resilience, and affordability. The overarching goal of HRP activities is to promote comprehensive community resilience by addressing flood vulnerabilities in counties that were declared under DR-4420. This program will provide the following non-construction forms of assistance:

- Development of plans for housing recovery, resiliency, and affordability and

- Identify alternative flood mitigation options to promote housing resilience.

Eligible applicants for the program include all counties, municipalities, economic development districts representing HUD- or state-defined Most Impacted and Distressed areas, and universities. Planning activities will support a Whole Community approach to implementation of the program, targeting engagement efforts to all members of the community. Funds may be used for Planning Costs associated with the development of plans that seek to better quantify the impacts of the damage from the 2019 disasters and the potential impacts of future disasters in the context of affordable housing, including housing made available to low- and moderate-income persons and other vulnerable populations. Additionally, funds may be utilized for housing resiliency plans at both a local and regional scale.

The City of Bellevue is requesting \$500,000.00 in Planning Costs for the development of a housing resilience plan that will focus on reducing flood vulnerability and addressing affordable housing needs and conditions by incorporating sustainable, climate-resilient elements into long-term plans in the communities of Bellevue and Papillion in Sarpy County.

All planning activities will take place in the city limits and ETJs of Bellevue and Papillion. Public engagement and input, especially of low- and moderate-income residents, will be vital to the process of plan development. The total cost is estimated to be \$500,000.00 in Planning Costs. No other funding source is anticipated to complete the planning activities.

No persons will be displaced as a result of these planning activities.

Level of Environmental Review Determination:

- Activity/Project is Exempt per 24 CFR 58.34(a): (1) Environmental and other studies, resource identification and the development of plans and strategies.
- Activity/Project is Categorically Excluded Not Subject To §58.5 per 24 CFR 58.35(b):

Funding Information

Grant Number	HUD Program	Funding Amount
B-19-DF-31-0001	CDBG-DR	\$ 500,000.00

Estimated Total HUD Funded Amount: \$ 500,000.00

This project anticipates the use of funds or assistance from another Federal agency in addition to HUD in the form of (if applicable): Not applicable.

Estimated Total Project Cost (HUD and non-HUD funds) [24 CFR 58.32(d)]: \$500,000.00

Compliance with 24 CFR §50.4 and §58.6 Laws and Authorities

Record below the compliance or conformance determinations for each statute, executive order, or regulation. Provide credible, traceable, and supportive source documentation for each authority. Where applicable, complete the necessary reviews or consultations and obtain or note applicable permits of approvals. Clearly note citations, dates/names/titles of contacts, and page references. Attach additional documentation as appropriate.

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §58.6		
Airport Runway Clear Zones and Accident Potential Zones 24 CFR Part 51 Subpart D	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	This project does not involve new construction; substantial rehabilitation; acquisition of undeveloped land; activities that would significantly prolong the physical or economic life of existing facilities. This project is funded via a planning program therefore it is in compliance with this section.
Coastal Barrier Resources Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The Coastal Barrier Resources Act applies to coastal barriers along the Atlantic Ocean, the Gulf of Mexico, the Great Lakes, U.S. Virgin Islands, and Puerto Rico coasts. This program is located in Nebraska, a state outside of the Coastal Barrier Resource System. The program is in compliance with the Coastal Barrier Resources Act.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>	The project is for planning activities. The Flood Disaster Protection Act requires that project receiving federal assistance and located in a Special Flood Hazard Area (SFHA), or the area that will be inundated by the 100-year flood event, to be covered by flood insurance under the National Flood Insurance Program. Housing Resilience Planning activities will not involve any acquisition or improvements nor new construction. The plans may involve areas located in a FEMA-designated SFHA. The purpose of the program is to address flood hazard vulnerabilities that led to flood damages under DR 4420, and to support an effective and resilient recovery from the disaster. Nebraska's DNR has created floodplain zoning guidance to support local governments in regulating development in the

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR 50.4 and 58.6	Are formal compliance steps or mitigation required?	Compliance determinations
		floodplain through planning and zoning (e.g., zoning code updates). The program is in compliance with the Flood Disaster Protection Act and National Flood Insurance Reform Act.

Mitigation Measures and Conditions [40 CFR 1505.2(c)]

Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Not applicable	None required

Preparer Signature: Abby Highland Date: October 8, 2024

Name/Title/Organization: Abby Highland, CDBG/Grant Specialist, City of Bellevue

Responsible Entity Agency Official Signature:

_____ Date: October 15, 2024

Name/Title: Rusty Hike, Mayor, City of Bellevue

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/15/2024		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$1,100,000.00 plus accrued interest, to offset TIF eligible expenses, for Heere, Theree & Everywhere, LLC Redevelopment Project located at 2302 Lincoln Road, Tax Lot 2, Heere & Theree Addition to the City of Bellevue, Sarpy County, Nebraska.

SYNOPSIS/BACKGROUND:

The approval of the Redevelopment Agreement and Redevelopment Promissory Note are the final City approvals necessary to implement the redevelopment plan for Heere, Theree & Everywhere, LLC Redevelopment Project located at 2302 Lincoln Road, Tax Lot 2, Heere & Theree Addition to the City of Bellevue, Sarpy County, Nebraska. These documents provide for the use of Tax Increment Financing, in the principal amount of \$1,100,000.00. On February 21, 2023 the city approved the Redevelopment Plan, by Resolution #2023-04, for Missing Middle Housing at 2302 Lincoln Rd, Tax Lot 2, Heere & Theree Addition to the City of Bellevue, Sarpy County, Nebraska. The Redevelopment Plan proposes the construction of nine (9) over/under Deuplex buildings.

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:

Approval of the Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$1,100,000.00 plus accrued interest, to offset TIF eligible expenses, for Heere, Theree & Everywhere, LLC Redevelopment Project located at 2302 Lincoln Road, Tax Lot 2, Heere & Theree Addition to the City of Bellevue, Sarpy County, Nebraska and authorize the Mayor to sign

ATTACHMENTS:

1. <input type="text" value="Redevelopment Agreement"/>	2. <input type="text" value="Redevelopment Promissory Note"/>	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: _____

James B...

[Signature]

[Signature]

REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Bellevue, Nebraska, a Nebraska Municipal Corporation (the "City"), and Heere, Theere & Everywhere, LLC ("Owner").

RECITALS:

WHEREAS, on February 21, 2023, by Resolution No. 2023-04, the City Council of the City of Bellevue approved the Redevelopment Plan for Missing Middle Housing at 2302 Lincoln Road, Lot 2, Heere and Theere Addition, an addition to the City of Bellevue, Sarpy County, Nebraska (the "Redevelopment Plan"), which Redevelopment Plan proposes the construction of nine (9) over/under Duplex buildings, consisting of eighteen (18) two-bedroom/two bath units around a central courtyard, three (3) Carriage House buildings consisting of five (5) one-bedroom units and fifteen (15) garages with an emphasis on revitalizing Lincoln Road which serves as a gateway to both Old Towne Bellevue and Offutt's Strategic Air Command Base, all as shown on the site plan attached hereto as Exhibit "A", which is attached hereto and made a part hereof (the "Site Plan"); and,

WHEREAS, the Redevelopment Plan recommends allowing up to \$1,100,000.00, plus accrued interest, to offset TIF eligible expenses, as allowed by the Community Redevelopment Law, for acquisition, demolition, site preparation, public improvements, architectural and engineering fees and any public improvements, as required, for a project with total projected valuation of \$6,250,000 for real estate tax purposes; and,

WHEREAS, this Agreement is a redevelopment agreement prepared pursuant to the Nebraska Community Development Law in order to implement the above-referenced Redevelopment Plan, and contemplates the use of the excess ad valorem taxes generated by such development.

IN CONSIDERATION OF THESE MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

The following terms, whether plural or singular, shall have the following meanings for purposes of this Agreement.

- 1.1 "Base Year" and "Base Year Valuation" shall mean the year prior to the calendar year that the division of the property tax levied on the Redevelopment Site is to become effective. It is established by the Notice to Divide Tax for Community Redevelopment Project ("Notice to Divide") form prepared by the City of Bellevue, which establishes the valuation for the base amount and the calendar year that division of real property tax levied is to become effective. For purposes of this Agreement, the parties agree the Base Year and associated Base Year Valuation shall be established on January 1, 2024.

- 1.2 “City” shall mean the City of Bellevue, Nebraska, a Municipal Corporation of the metropolitan class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Law.
- 1.3 “Community Redevelopment Law” shall mean the Community Redevelopment Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et. seq.), as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.
- 1.4 “Director” shall mean the Director of the City of Bellevue Planning Department.
- 1.5 “Division Date” shall mean the agreed upon date after which any ad valorem real estate taxes levied upon the Redevelopment Site shall be divided by the Sarpy County Assessor pursuant to the Community Redevelopment Law and the Notice to Divide. For purposes of this Agreement, the parties agree the Division Date shall be January 1, 2025.
- 1.6 “Excess ad valorem Taxes” shall mean any ad valorem real estate tax levied upon and generated by the real property in the Redevelopment Site after the Division Date (at the rate fixed each year by or for each of the hereinafter defined public bodies) by or for the benefit of the State of Nebraska, the City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively “public bodies”) in excess of any ad valorem real estate tax generated by the levy on the Base Year Valuation.
- 1.7 “Owner” shall mean Heere, There & Everywhere, LLC.
- 1.8 “Redevelopment Project” shall mean the Missing Middle Housing project at 2302 Lincoln Road, Lot 2, Heer and There Addition, an addition to the City of Bellevue, Sarpy County, Nebraska proposing the construction of nine (9) over/under Duplex buildings, consisting of eighteen (18) two-bedroom/two bath units around a central courtyard, three (3) Carriage House buildings consisting of five (5) one-bedroom units and fifteen (15) garages with an emphasis on revitalizing Lincoln Road which serves as a gateway to both Old Towne Bellevue and Offutt’s Strategic Air Command Base, all as shown on the site plan attached hereto as Exhibit “A” and incorporated herein.
- 1.9 “Redevelopment Promissory Note” or “Note” shall mean any obligation issued by the City in the form of Exhibit “B” attached hereto and incorporated herein by reference, which shall be in the principal amount set forth in such Exhibit (“Redevelopment Loan Proceeds”) and which shall be repaid from and secured by the Excess ad valorem Taxes generated by the real property within the Redevelopment Site.
- 1.10 “Redevelopment Plan” shall mean the Redevelopment Plan for the Missing Middle Housing project at 2302 Lincoln Road approved by the City Council of the City of Bellevue on February 21, 2023, by Resolution No. 2023-04.

- 1.11 "Redevelopment Site" shall mean the real property legally described on Exhibit "C", attached hereto and incorporated herein, and all adjacent public right-of-ways.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

- 2.1 execute and deliver to the Owner at closing the Redevelopment Promissory Note in substantially the same form as that which is attached hereto as Exhibit "B".
- 2.2 grant Redevelopment Loan Proceeds for TIF eligible expenses, including any public improvements, to the Owner in an amount not to exceed \$1,100,000.00, plus accrued interest at the rate of 6.75% per annum.
- 2.3 establish a special fund, as required under Section 18-2147(b) of the Nebraska Revised Statutes, for the Excess ad valorem Taxes, if any, generated by the Redevelopment Project and the Redevelopment Site, which shall be allocated to and, when collected, paid into this special fund, and shall be used for no other purpose than to pay debt retirement principal and interest as required by the Redevelopment Promissory Note. Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.
- 2.4 ensure that prior to expenditure or disbursement of Redevelopment Loan Proceeds, the following shall be obtained, to wit:
 - 2.4.1 Owner shall provide the Director with evidence, acceptable to the Director, in their sole discretion, that sufficient private funds have been committed to complete the Redevelopment Project.
 - 2.4.2 Owner shall provide evidence of, and maintain, adequate performance and labor materials bonds during the period of construction of the project. The City shall be specified as a co-obligee.
- 2.5 make payments, as required by this Redevelopment Agreement and the Redevelopment Promissory Note, of the Excess ad valorem Taxes held in the special fund called for in Section 2.3 above. All Excess ad valorem Taxes shall be allocated, and when collected, paid into the special fund for a period not to exceed fifteen (15) calendar years after the Division Date. Under no circumstance shall the Owner receive payments from the special fund for more than fifteen (15) years of Excess ad valorem Taxes (i.e. thirty (30) semi-annual installments) after the Division Date or after such time as the Redevelopment Promissory Note has been paid in full.

The City and Owner acknowledge and agree that the Owner shall receive the benefit of the Redevelopment Loan Proceeds, as limited to eligible expenses allowed by the Community Redevelopment Law, with the understanding that the Excess ad valorem Taxes and resulting Redevelopment Loan Proceeds may not be available for each and every installment or may not be sufficient to fully amortize the Redevelopment Promissory Note issued by the City.

- 2.6 grant the entire amount of the Redevelopment Loan proceeds to the Owner for costs of improving and redeveloping the Redevelopment Site, as allowed by law, including, but not limited to, those estimated eligible costs set forth on Exhibit "D", attached hereto, within the Redevelopment Area. Expenses identified on Exhibit "D" are a reasonably accurate estimate of the eligible expenses for the Redevelopment Project.
- 2.7 Execute such documents as may be reasonably necessary to effectuate the City's obligations under this Agreement.

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

- 3.1 complete the Redevelopment Project on or before December 31, 2026. In the event the Redevelopment Project cannot be completed on or before December 31, 2026, the Owner may submit a request, in writing, or an extension of the completion date. The request must be submitted no less than three (3) months prior to the completion date set forth herein. The request may be acknowledged and approved by the Planning Director.
- 3.2 cause all real estate taxes and assessments levied on the Redevelopment Site and Redevelopment Project to be paid prior to the time such become delinquent.
- 3.3 loan redevelopment funds to the City in the principal amount of \$1,100,000.00, plus accrued interest, as set forth in Section 2.2, which, when combined with other private funds available, will be sufficient to construct the Redevelopment Project. Execution and delivery of the Redevelopment Promissory Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the Redevelopment Loan Proceeds for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Owner retains the Redevelopment Loan Proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the Redevelopment Loan Proceeds.
 - 3.3.1 Such loan funds shall be disbursed as provided in Section 2.
 - 3.3.2 Such loan shall bear a 6.75% interest rate.
 - 3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.3 to collect and hold Excess ad valorem Taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, as they become collected in such fund and available to the City for such use. To the extent such excess ad valorem taxes are insufficient or unavailable to the City, the loan shall be forgiven and the obligations of the Owner shall remain unaffected.
- 3.4 provide the City with quarterly progress reports during the construction of the Redevelopment Project and allow the City reasonable access, upon written

request to Owner, to any relevant financial records pertaining to the Redevelopment Project.

3.5 retain copies of all supporting documents (as defined under Section 18-2119(4) of the Nebraska Revised Statutes) that are received or generated by the Owner in relation to the Redevelopment Project or Redevelopment Plan, until the expiration of three (3) years following the end of the last fiscal year in which Excess ad valorem Taxes are divided in relation to the Redevelopment Project and provide such copies to the City upon written request of the Director.

3.6 during the period that the Redevelopment Promissory Note is outstanding:

3.6.1 not protest for a reduction in the real estate improvement valuation on the Redevelopment Site certified as of January 1, 2024 (Base Year) or less prior to and during construction; and not protest for a reduction in the real estate improvement base valuation on the Redevelopment Site certified as of January 1, 2024 (Base Year) **plus \$6,250,000 (excess valuation) or less** after substantial completion or occupancy of the Redevelopment Project. **The covenant agreed to herein is for the benefit of, and binding upon, both the City and the Owner and any successors and assigns, but all parties acknowledge that the excess valuation agreed to herein is not binding on the Sarpy County Assessor and that any partial or full valuation designated by the Sarpy County Assessor may not be an amount sufficient to produce Excess ad valorem Taxes necessary on an annual basis to amortize the Redevelopment Promissory Note;**

3.6.2 not convey the Redevelopment Site or structures thereon to any entity which would be exempt from the payment of real estate taxes, not apply for exemption of real estate taxes from the county or the state, or cause the nonpayment of such real estate taxes; if the county and/or state award the exemption of real estate taxes, this Redevelopment Agreement and its associated Redevelopment Promissory Note will be rendered void and cancelled;

3.6.3 not apply to the Sarpy County Assessor for the structures, or any portion thereof, to be taxed separately from the underlying real property encompassed within the Redevelopment Site;

3.6.4 maintain insurance for ninety percent (90%) of the full value of the structures on the Redevelopment Site;

3.6.5 in the event of casualty, apply such insurance proceeds to the reconstruction of the Redevelopment Project, to the extent permitted by Owner's mortgage lender, and

3.6.6 cause all real estate taxes and assessments levied on the Redevelopment Site to be paid *prior to* the time such become delinquent. The Owner acknowledges and agrees that any portion of the Excess ad valorem Taxes levied in the fifteenth year under this Redevelopment Agreement that become delinquent shall be forfeited and returned to the appropriate public bodies.

In the event the Owner violates or breaches any of the agreements, representations or covenants in this section, the Owner may be required by the City to surrender any remaining amount outstanding of the Redevelopment Promissory Note, after reasonable notice and opportunity to cure. Each of the foregoing covenants shall be referenced in a Notice of Redevelopment Agreement to be recorded by the Owner with the Sarpy County, Nebraska Register of Deeds within sixty (60) days of the execution of this Redevelopment Agreement. The Owner shall include the same covenants and restrictions agreed to above in any conveyance of the Redevelopment Site, or any portion thereof, including but not limited to, any sale, assignment, sale-leaseback or other such transfer of the property, but shall not be responsible otherwise for the actions of the third parties if these covenants are breached by such third parties if the Owner no longer owns the Redevelopment Site.

- 3.7 shall provide the City of Bellevue Finance Department with an executed copy of the Redevelopment Promissory Note prior to disbursement of any proceeds for repayment of such Note pursuant to Section 2.5, so that such payment can be noted on the Note and the Note returned to Owner.
- 3.8 acquiesce to any and all requests deemed necessary by the City related to compliance with the applicable Nebraska Revised Statutes.
- 3.9 the Owner shall provide the City with a penal bond as may be required by Section 18-2151 of the Community Redevelopment Law. A reasonably sufficient payment and performance bond from the Owner's general contractor or contractors will satisfy this requirement.
- 3.10 install and construct all of the public infrastructure improvements related to the Redevelopment Project approved by the City Council of the City of Bellevue on February 21, 2023, by Resolution No. 2023-04, in coordination with the Owner's development team, the City of Bellevue Planning Department, and the City of Bellevue Public Works Department as referenced in the Redevelopment Plan, and as subsequently modified to comply with City of Bellevue requirements.
- 3.11 inform the City, in writing, of any conveyance of the entire Redevelopment Project or Redevelopment Site, which shall include the name and address of the purchaser and contact information for the purchaser's authorized representative.

SECTION 4. PROVISIONS OF THE AGREEMENT

- 4.1 Non-discrimination. The Owner shall not, in the performance of this Agreement, 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.
- 4.2 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.

- 4.3 Applicable Law. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- 4.4 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 Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the Agreement voidable by the Mayor or Council.
- 4.5 Merger. This Agreement shall not be merged into any other oral or written Agreement, lease or deed of any type.
- 4.6 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Redevelopment Plan. The parties hereto recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Community Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this Agreement or the Redevelopment Plan. However, amendments of the following types shall be referred to the City Council for approval:
- (1) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
 - (2) Those that require the expenditure of \$75,000.00 or more of City funds above the levels contained in this Agreement;
 - (3) Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement; and
 - (4) Those otherwise considered major or material in the reasonable discretion of the City.
- 4.7 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.
- 4.8 Assignment. The Owner may not assign its rights under this Agreement without the express prior written consent of the City; such consent not to be unreasonably withheld. The Mayor may, without City Council approval, approve, in writing, the assignment of all rights hereunder to a successor entity owned by, or under common control with Owner.

- 4.9 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives of the parties.
- 4.10 Binding Effect. This Agreement shall be binding upon the Owner's successors and assigns, and shall run with the land described in Exhibit "C", attached hereto, to the benefit of the City of Bellevue.

SECTION 5. AUTHORIZED REPRESENTATIVE

In further consideration of the mutual covenants herein contained, the parties hereto expressly agree that for the purposes of notice, including legal service of process, during the term of this Agreement and for the period of any applicable statute of limitations thereafter, the following named individuals shall be the authorized representatives of the parties:

- (1) City of Bellevue:
Tammi Palm, Planning Director
City Planning Department
1510 Wall Street
Bellevue, NE 68005
- Legal Service, c/o City Clerk
1510 Wall Street
Bellevue, NE 68005
- (2) Owner:
Heere, Theere & Everywhere, LLC
5920 S 118th Circle
Omaha, NE 68137
- Fullenkamp, Jobeun, Johnson & Beller, LLP
Attn: Brent Beller
11440 W Center Road, Suite C
Omaha, NE 68144

Either party may designate additional representatives or substitute representatives by giving written notice thereof to the designated representative of the other party.

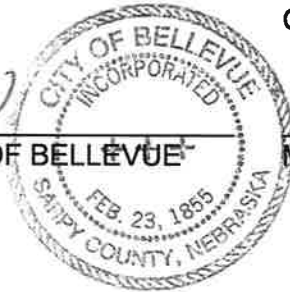
Executed this 15th day of October, 2024.

ATTEST:

CITY OF BELLEVUE, NEBRASKA:



CITY CLERK OF THE CITY OF BELLEVUE



MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

CITY ATTORNEY

Executed this ____ day of _____, 2024.

OWNER:

Heere, Theere & Everywhere , LLC, a Nebraska limited liability company,

By: _____
Name: _____
Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

_____ acknowledged the foregoing Redevelopment Agreement before me this ____ day of _____, 2024.

Notary Public, State of Nebraska

EXHIBIT "A"
SITE PLAN

SITE PLAN CONSTRUCTION NOTES

1. EXISTING FEATURES. PROTECT THE FOLLOWING:
 - A. PAVEMENTS TO REMAIN.
 - B. ACCESS EASEMENT. COORDINATE ACCESS WITH PROPERTY TO THE NORTH.
2. PAVEMENTS, PROVIDE THE FOLLOWING:
 - A. PCC DRIVES AND PARKING, 6" DEPTH PAVEMENT.
 - B. PCC SIDEWALKS, 4" DEPTH.
 - C. 6-INCH STANDARD CURB, SEE DETAIL.
 - D. TAPER TO NO CURB, 1' DISTANCE.
 - E. THICKENED EDGE, SEE DETAIL.
 - F. ROW PCC DRIVE, 7" DEPTH PAVEMENT.
3. PAVEMENT MARKINGS, PROVIDE THE FOLLOWING:
 - A. 4" WIDE YELLOW PAINTED PARKING STALL LINES.
 - B. PAINTED STATE OF NEBRASKA APPROVED ACCESSIBLE PARKING SYMBOL.
 - C. ACCESSIBLE AISLE, 45 DEGREES YELLOW STRIPING AT 3' ON CENTER.
 - D. PROVIDE VAN ACCESSIBLE PARKING SIGNAGE PER ADAAG REQUIREMENTS.
4. SITE AMENITIES. SEE ARCHITECTURAL OR MEP PLANS FOR DETAIL.
 - A. TRASH ENCLOSURE.
 - B. HEAT PUMP CONCRETE PAD.
 - C. TRANSFORMER CONCRETE PAD.
5. RETAINING WALLS, TO BE DESIGNED BY OTHERS. SEE WALL ELEVATIONS ON GRADING SHEET. WHERE RETAINING WALL EXCEEDS 3 FEET IN HEIGHT, FENCING WILL BE NEEDED ON THE HIGH SIDE OF THE WALL.

SETBACKS

FRONT YARD 20'
 REAR YARD 15'
 SIDE YARD 0'





ZONING

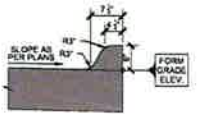
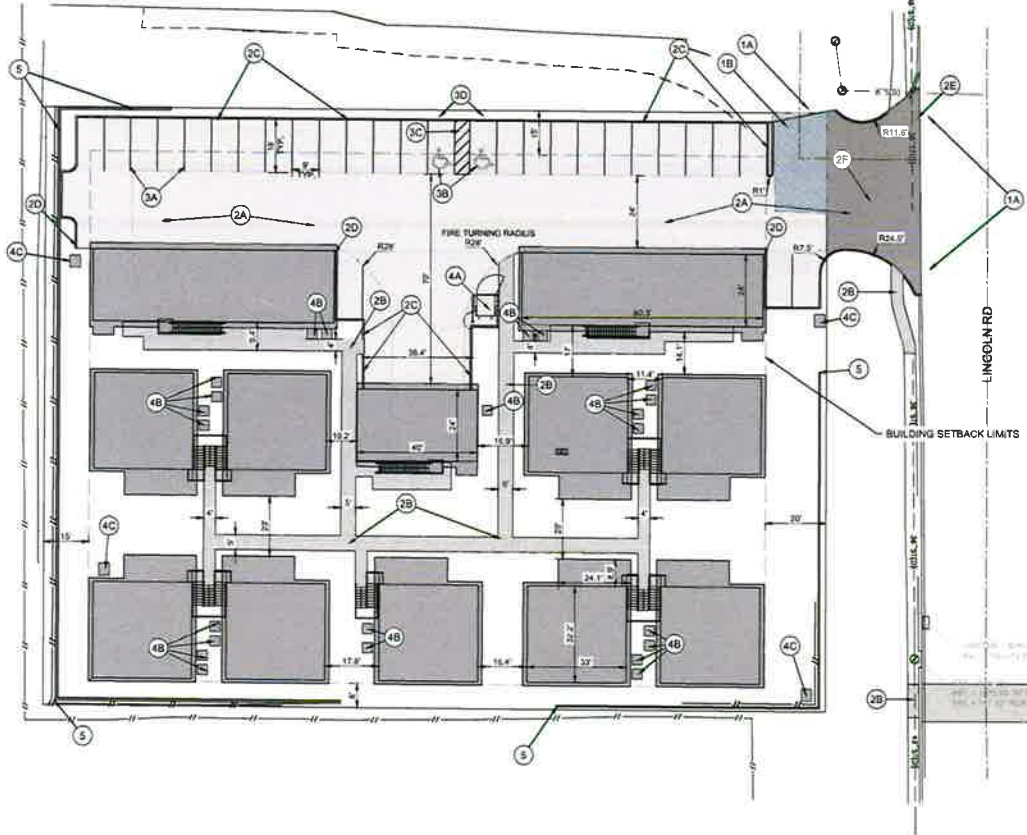
BGM

PARKING STALLS PROVIDED

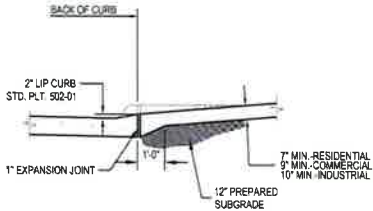
41 STALLS
 2 ADA STALLS
 43 TOTAL STALLS

HATCHING LEGEND

-  PROPOSED 6" PCC PAVEMENT
-  PROPOSED 4" PCC SIDEWALK
-  PROPOSED BUILDING BY OTHERS
-  PROPOSED 7" PCC PAVEMENT



1
 6-INCH STANDARD CURB
 EDDA NO SCALE



2
 2-INCH STANDARD DRIVEWAY LIP CURB
 W/ THICKENED EDGE
 CDD4 NO SCALE



NO.	REVISION	DATE	BY
1	ISSUE FOR PERMIT	11/14/10	EAH

DATE	11/14/10
SCALE	1" = 20'
PROJECT	124.0635.10
SHEET	CD04

BELLEVUE, NEBRASKA
 11600 NICHOLES STREET
 SUITE 110 DAWNS, NEBRASKA 68104
 402.942.1121 www.snyder-associates.com

23 FLATS
SITE PLAN
SNYDER & ASSOCIATES, INC.



EXHIBIT "B"

THIS BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "33 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE '33 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE '33 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE CITY OF BELLEVUE PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE CITY OF BELLEVUE TO THE EFFECT THAT REGISTRATION UNDER THE '33 ACT IS NOT REQUIRED.

REDEVELOPMENT PROMISSORY NOTE

\$1,100,000.00 _____, 2026

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Heere, Theree & Everywhere, LLC, whose address is 5920 S 118th Circle, Omaha, NE 68137, and/or its assigns ("Holder"), the principal sum of One Million One Hundred Thousand and No/100th (\$1,100,000.00) Dollars, together with interest thereon at the rate of Six and 75/100ths percent (6.75%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated _____, 2024, by and between the Borrower and Holder (as revised, the "Redevelopment Agreement") are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

In the event of default under said Redevelopment Promissory Note, all sums secured by this Note or any other agreement securing this Note shall bear interest at a rate equal to six percent (6.00%) above the national prime rate as published by the *Wallstreet Journal*; however, in the event said interest rate exceeds the maximum rate allowable by law then such rate of interest shall equal the highest legal rate available.

Borrower may prepay the principal amount outstanding in whole or in part, without the prior consent of the Holder.

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from January 1, 2025, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from January 1, 2025, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

In the event this Note is referred to an attorney for collection the Holder shall be entitled to reasonable attorney fees allowable by law and all court costs and other expenses incurred in connection with such collection.

The Borrower shall be in default in the event the Borrower shall fail to pay, when due, any amount required hereunder.

Unless prohibited by law, the Holder may, at its option, declare the entire unpaid balance of principal and interest immediately due and payable without notice or demand at any time after default, as such term is defined in the Redevelopment Agreement.

Holder may at any time before or after default, exercise its right to set off all or any portion of the indebtedness evidenced hereby against any liability or indebtedness of the Holder to the Borrower without prior notice to the Borrower.

Demand, presentment, protest and notice of nonpayment under this Note are hereby waived.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Note shall operate as a waiver of such remedy, right or option. In any event, a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion.

Any notice provided for in this Note to the Borrower or the Holder shall be in writing and shall be given by regular mail to the Holder or Borrower, or at such other address as either party may designate by notice in writing.

This Note shall be governed by and construed in accordance with the laws of the State of Nebraska. All payments hereunder shall be payable in lawful money of the United States of America and shall be legal tender for public and private debts at the time of payment.

**CITY OF BELLEVUE, NEBRASKA, a
Municipal Corporation**

By: _____
Mayor of the City of Bellevue

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of Bellevue

City Attorney

EXHIBIT "C"
REDEVELOPMENT SITE

Lot 2, Heer and Theer Addition, an addition in the City of Bellevue, Sarpy County, Nebraska.

Parcel Number: 011615524

EXHIBIT "D"
TIF ELIGIBLE EXPENSES

Item	Cost
Acquisition Cost	\$100,000
Architectural	\$315,000
Demolition	\$100,000
Engineering	\$35,000
Sidewalks/Streetscape	\$200,000
Grading/Landscaping	\$100,000
Sewer and Water	\$250,000
TOTAL	\$1,100,000.00

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/15/2024		SUBMITTED BY: Chief Perry Guido	
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:

Training site AV upgrades

SYNOPSIS/BACKGROUND:

The AV equipment in all four classrooms, which was installed in 1999, is failing. The dated equipment is causing outages during presentations and needs to be replaced.

FISCAL IMPACT: \$238,584.00 BUDGETED FUNDS: \$249,343 GRANT/MATCHING FUNDS:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve AVI upgrade request to the training site.

ATTACHMENTS:

- | | | |
|---------------------------------------|-------------------------|-------------------------|
| 1. AVI upgrade retail sales agreement | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Retail Sales Agreement



Reference Number: 1252168
Prepared For: Bellevue Fire Department
Attn: Steve Betts

Prepared By: Jeff Arney
Phone: (402)384-4559
Email: jeff.arney@avisystems.com

Date: October 04, 2024
Bellevue Fire Department Training Facility - New AV Upgrade
Project:
Project Number:

AVI Systems Inc.
5055 S 111th St, Omaha, NE 68137-2339
Phone: (402)593-6500
Fax: (402)593-8500

INVOICE TO

Attn: Steve Betts
Bellevue Fire Department
West 22nd Avenue
Bellevue, NE 68005

Phone: 402-591-4527
Email:
Customer Number: BFD002

SITE

Attn:
Bellevue Fire Department Training Facility
3100 SP Benson Drive
Bellevue, NE 68147

Phone: 402-293-3153
Email:

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$124,748.00
Integration	\$67,696.00
PRO Support	\$40,414.00
Shipping & Handling	\$5,726.00
Tax	\$0.00
Grand Total	\$238,584.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CASH. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

	AVI Systems, Inc.
_____ Company	_____ Company
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>MSRP</u>	<u>Price</u>	<u>Extended</u>
PT-VMZ71U7	PANASONIC	7000LM WUXGA, LCD LASER, 4K SIGNAL INPUT	1	\$7,149.00	\$4,227.00	\$4,227.00
RPA345	CHIEF	RPA345, INCL SLB345, BLK	1	\$269.00	\$216.00	\$216.00
CP4N	CRESTRON	4-Series Control System	1	\$3,080.00	\$2,054.00	\$2,054.00

TS-1070-B-S	CRESTRON	10.1 in. Tabletop Touch Screen, Black Smooth	1	\$3,630.00	\$2,420.00	\$2,420.00
TS-770/1070-SMK	CRESTRON	Swivel Mount Kit for TS-70 Series	1	\$220.00	\$147.00	\$147.00
DM-NVX-E30	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Encoder	3	\$1,430.00	\$954.00	\$2,862.00
DM-NVX-360	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	1	\$2,278.00	\$1,519.00	\$1,519.00
DM-NVX-363	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder with Downmixing and Dante Audio	1	\$2,772.00	\$1,848.00	\$1,848.00
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Decoder	1	\$1,430.00	\$954.00	\$954.00
AMP-X300	CRESTRON	X-Series Amplifier, 300 W	1	\$880.00	\$587.00	\$587.00
SAROS IC6T-W-T-EACH	CRESTRON	Saros 6.5 in. 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	6	\$254.00	\$170.00	\$1,020.00
IV-CAM-I20-B	CRESTRON	Crestron 1 Beyond i20 Intelligent PTZ Camera, 20x Optical Zoom, Moon Gray	1	\$6,000.00	\$6,400.00	\$6,400.00
CEN-ODT-C-POE	CRESTRON	Dual-Technology Occupancy Sensor, PoE, 2,000 Sq Ft	1	\$550.00	\$367.00	\$367.00
GLS-PART-CN	CRESTRON	Cresnet Partition Sensor	1	\$886.00	\$591.00	\$591.00
CORE 8 FLEX	QSC	Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dan	1	\$2,930.00	\$2,344.00	\$2,344.00
ESP1610	EPIPHAN	Pearl Nano	1	\$1,999.00	\$2,133.00	\$2,133.00
MAG-32050	MAGEWELL	USB 3.0 DONGLE, 1-channel HD/3G/2K SDI with loop-through out, plus extra audio line in / out. Plug	1	\$359.00	\$359.00	\$359.00
AVI-TBD-MATERIAL	LUXUL	Managed Switch	1	\$1,715.00	\$1,372.00	\$1,372.00
MX418/C	SHURE	Gooseneck Condenser Microphone, cardioid, length 45 cm (18), 3-pin XLR(m) base connector, includes A	1	\$376.00	\$239.00	\$239.00
SB904	SHURE	SB904 lithium-ion rechargeable battery with up to 12 hours of runtime.	2	\$44.00	\$32.00	\$64.00
BLX1288/CVL-H10	SHURE	BLX Combo Wireless System, includes PG58 Handheld Transmitter (dynamic, cardioid), CVL Centraverve L	1	\$799.00	\$640.00	\$640.00
PT-VMZ71U7	PANASONIC	7000LM WUXGA, LCD LASER, 4K SIGNAL INPUT	1	\$7,149.00	\$4,227.00	\$4,227.00
RPA345	CHIEF	RPA345, INCL SLB345, BLK	1	\$269.00	\$216.00	\$216.00
TS-1070-B-S	CRESTRON	10.1 in. Tabletop Touch Screen, Black Smooth	1	\$3,630.00	\$2,420.00	\$2,420.00
CEN-IO-RY-104	CRESTRON	Wired Ethernet Module with 4 Relay Ports	1	\$408.00	\$272.00	\$272.00
TS-770/1070-SMK	CRESTRON	Swivel Mount Kit for TS-70 Series	1	\$220.00	\$147.00	\$147.00
DM-NVX-E30	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Encoder	3	\$1,430.00	\$954.00	\$2,862.00
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IV-CAM-I12-B	CRESTRON	Crestron 1 Beyond i12 Intelligent PTZ Camera, 12x Optical Zoom, Moon Gray	1	\$3,125.00	\$3,334.00	\$3,334.00
CEN-ODT-C-POE	CRESTRON	Dual-Technology Occupancy Sensor, PoE, 2,000 Sq Ft	1	\$550.00	\$367.00	\$367.00
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ESP1610	EPIPHAN	Pearl Nano	1	\$1,999.00	\$2,133.00	\$2,133.00

MAG-32050	MAGEWELL	USB 3.0 DONGLE, 1-channel HD/3G/2K SDI with loop-through out, plus extra audio line in / out. Plug	1	\$359.00	\$359.00	\$359.00
AVI-TBD-MATERIAL MX418/C	LUXUL	Managed Switch	1	\$1,145.00	\$1,067.00	\$1,067.00
	SHURE	Gooseneck Condenser Microphone, cardioid, length 45 cm (18), 3-pin XLR(m) base connector, includes A	1	\$376.00	\$239.00	\$239.00
SB904	SHURE	SB904 lithium-ion rechargeable battery with up to 12 hours of runtime.	2	\$44.00	\$32.00	\$64.00
BLX1288/CVL-H10	SHURE	BLX Combo Wireless System, includes PG58 Handheld Transmitter (dynamic, cardioid), CVL Centraverve L	2	\$799.00	\$640.00	\$1,280.00
PT-VMZ71U7	PANASONIC	7000LM WUXGA, LCD LASER, 4K SIGNAL INPUT	1	\$7,149.00	\$4,227.00	\$4,227.00
RPA345	CHIEF	RPA345, INCL SLB345, BLK	1	\$269.00	\$216.00	\$216.00
TS-1070-B-S	CRESTRON	10.1 in. Tabletop Touch Screen, Black Smooth	1	\$3,630.00	\$2,420.00	\$2,420.00
TS-770/1070-SMK	CRESTRON	Swivel Mount Kit for TS-70 Series	1	\$220.00	\$147.00	\$147.00
CEN-IO-RY-104	CRESTRON	Wired Ethernet Module with 4 Relay Ports	1	\$408.00	\$272.00	\$272.00
DM-NVX-E30	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Encoder	3	\$1,430.00	\$954.00	\$2,862.00
DM-NVX-360	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	2	\$2,278.00	\$1,519.00	\$3,038.00
DM-NVX-363	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder with Downmixing and Dante Audio	1	\$2,772.00	\$1,848.00	\$1,848.00
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Decoder	1	\$1,430.00	\$954.00	\$954.00
AMP-X300	CRESTRON	X-Series Amplifier, 300 W	1	\$880.00	\$587.00	\$587.00
SAROS IC6T-W-T-EACH	CRESTRON	Saros 6.5 in. 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	6	\$254.00	\$170.00	\$1,020.00
IV-CAM-I12-B	CRESTRON	Crestron 1 Beyond i12 Intelligent PTZ Camera, 12x Optical Zoom, Moon Gray	1	\$3,125.00	\$3,334.00	\$3,334.00
CEN-ODT-C-POE	CRESTRON	Dual-Technology Occupancy Sensor, PoE, 2,000 Sq Ft	1	\$550.00	\$367.00	\$367.00
CORE 8 FLEX	QSC	Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dan	1	\$2,930.00	\$2,344.00	\$2,344.00
ESP1610	EPIPHAN	Pearl Nano	1	\$1,999.00	\$2,133.00	\$2,133.00
MAG-32050	MAGEWELL	USB 3.0 DONGLE, 1-channel HD/3G/2K SDI with loop-through out, plus extra audio line in / out. Plug	1	\$359.00	\$359.00	\$359.00
AVI-TBD-MATERIAL MX418/C	LUXUL	Managed Switch	1	\$1,145.00	\$1,067.00	\$1,067.00
	SHURE	Gooseneck Condenser Microphone, cardioid, length 45 cm (18), 3-pin XLR(m) base connector, includes A	1	\$376.00	\$239.00	\$239.00
SB904	SHURE	SB904 lithium-ion rechargeable battery with up to 12 hours of runtime.	2	\$44.00	\$32.00	\$64.00
BLX1288/CVL-H10	SHURE	BLX Combo Wireless System, includes PG58 Handheld Transmitter (dynamic, cardioid), CVL Centraverve L	2	\$799.00	\$640.00	\$1,280.00
PT-VMZ71U7	PANASONIC	7000LM WUXGA, LCD LASER, 4K SIGNAL INPUT	1	\$7,149.00	\$4,227.00	\$4,227.00
RPA345	CHIEF	RPA345, INCL SLB345, BLK	1	\$269.00	\$216.00	\$216.00
21766	DA-LITE	ADV DLX TNSD 113D HD1.1	1	\$8,723.00	\$6,979.00	\$6,979.00
TS-1070-B-S	CRESTRON	10.1 in. Tabletop Touch Screen, Black Smooth	1	\$3,630.00	\$2,420.00	\$2,420.00
TS-770/1070-SMK	CRESTRON	Swivel Mount Kit for TS-70 Series	1	\$220.00	\$147.00	\$147.00
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CEN-ODT-C-POE	CRESTRON	Dual-Technology Occupancy Sensor, PoE, 2,000 Sq Ft	1	\$550.00	\$367.00	\$367.00
CORE 8 FLEX	QSC	Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dan	1	\$2,930.00	\$2,344.00	\$2,344.00
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AVI-TBD-MATERIAL MX418/C	LUXUL	Managed Switch	1	\$1,145.00	\$1,067.00	\$1,067.00
	SHURE	Gooseneck Condenser Microphone, cardioid, length 45 cm (18), 3-pin XLR(m) base connector, includes A	1	\$376.00	\$239.00	\$239.00
SB904	SHURE	SB904 lithium-ion rechargeable battery with up to 12 hours of runtime.	2	\$44.00	\$32.00	\$64.00
BLX1288/CVL-H10	SHURE	BLX Combo Wireless System, includes PG58 Handheld Transmitter (dynamic, cardioid), CVL Centraverve L	2	\$799.00	\$640.00	\$1,280.00
		Engineering & Drawings				\$5,200.00
		Project Management				\$3,456.00
		Programming				\$13,090.00
		On Site Integration				\$32,760.00
		Testing & Acceptance				\$5,984.00
		Integration Cables & Connectors				\$7,206.00
		Sub-Total:				\$192,444.00

Total: **\$192,444.00**

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA3YR	AVI SYSTEMS	3 Year System Support Agreement	1	\$40,414.00	\$40,414.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10-15-24		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the purchase of the mobile command trailer for the joint use of the Police & Fire Departments.

SYNOPSIS/BACKGROUND:

The Police & Fire Departments have a joint need for a mobile command post trailer for use during large scale emergency operations and planned events. After researching several possible manufacturers, we eventually settled on MBF Industries, of Sanford, Florida, as being best equipped to handle our specific needs. We have been working with them since 2022 through the design phase and throughout the entire build process, which is now complete. The initial projected cost for the Command Post was \$472,920.00. The actual cost, after 2 small change orders, is now \$477,238.00, which is to be split equally between Police and Fire. The delivery date is set for October 16th, 2024.

FISCAL IMPACT: \$477,238.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: Mobile Command Post CIP PROJECT NAME: PO 24(1)

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

ACCOUNTING DISTRIBUTION CODE: Command Post ACCOUNT NUMBER:

RECOMMENDATION:

Approve the purchase of the mobile command post trailer for the Police and Fire Departments in the amount of \$477,238.00.

ATTACHMENTS:

- Command Post plans
- Command Post Invoice
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Phillips
[Signature]
[Signature]



MBF Industries, Inc.

210 Tech Drive
Sanford, FL 32771

www.MBFIndustries.com

P:407-323-9414
F:407-330-2068

INVOICE

Invoice Number: 1592FINAL
Invoice Date: Sep 30, 2024
Page: 1

Bill To:
BELLEVUE, NE POLICE DEPARTMENT 1510 WALL ST. BELLEVUE, NE 68005

Ship to:
BELLEVUE POLICE DEPARTMENT 1510 WALL ST. BELLEVUE, NE 68005

Resale #	Customer PO	Payment Terms	
OOS	P2022-58294	NET 30 DAYS	
Sales Rep ID	Shipping Method	Ship Date	Due Date
ANDY GROSE	Cust. Pickup	10/16/24	10/30/24

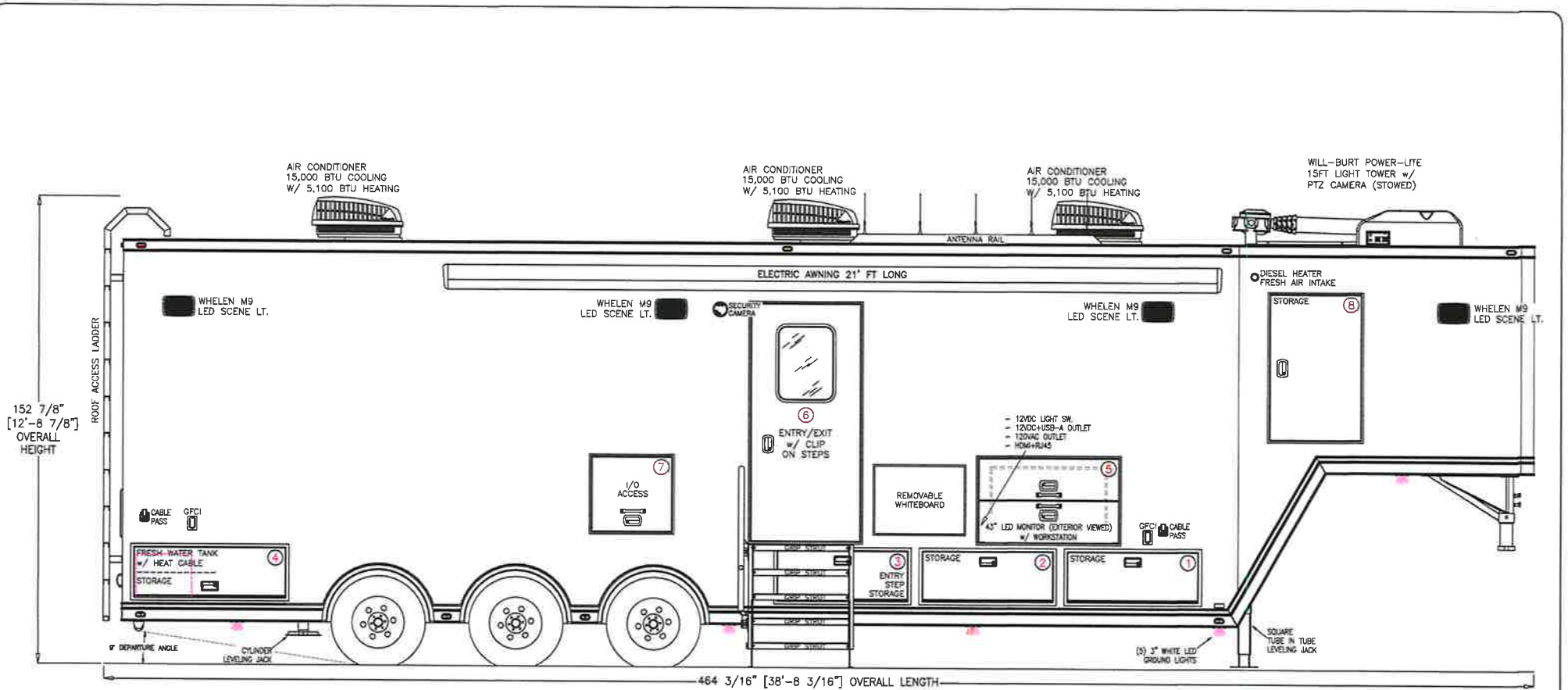
Quantity	Description	Unit Price	Amount
	DDDD		
1.00	MOBILE COMMAND TRAILER PER SPECIFICATIONS	472,920.00	472,920.00
1.00	ADDENDUM APPROVED 8/05/24	3,690.00	3,690.00
1.00	PTZ camera to NVR UPCHARGE 7.01.24	628.00	628.00

Subtotal	477,238.00
Sales Tax	
Total Invoice Amount	477,238.00
Payment/Credit Applied	
TOTAL	477,238.00

Check/Credit Memo No:

Overdue invoices are subject to 1.5% finance charges.





CUSTOMER APPROVAL

NAME (PRINT): _____

SIGNATURE: _____

DATE: _____

TITLE: _____

*I certify that I am authorized on behalf of the company.



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ENGINEERED FOR LIFE

210 TECH DRIVE
 SANFORD, FL 32771

www.MBFIndustries.com

P: 407-323-9414
 F: 407-330-2068

DRAWING NUMBER: 1592_ELEVATIONS

DRAWING TYPE: ELEVATION DATE: 7/23/2024

VEHICLE TYPE: GOOSENECK TRAILER

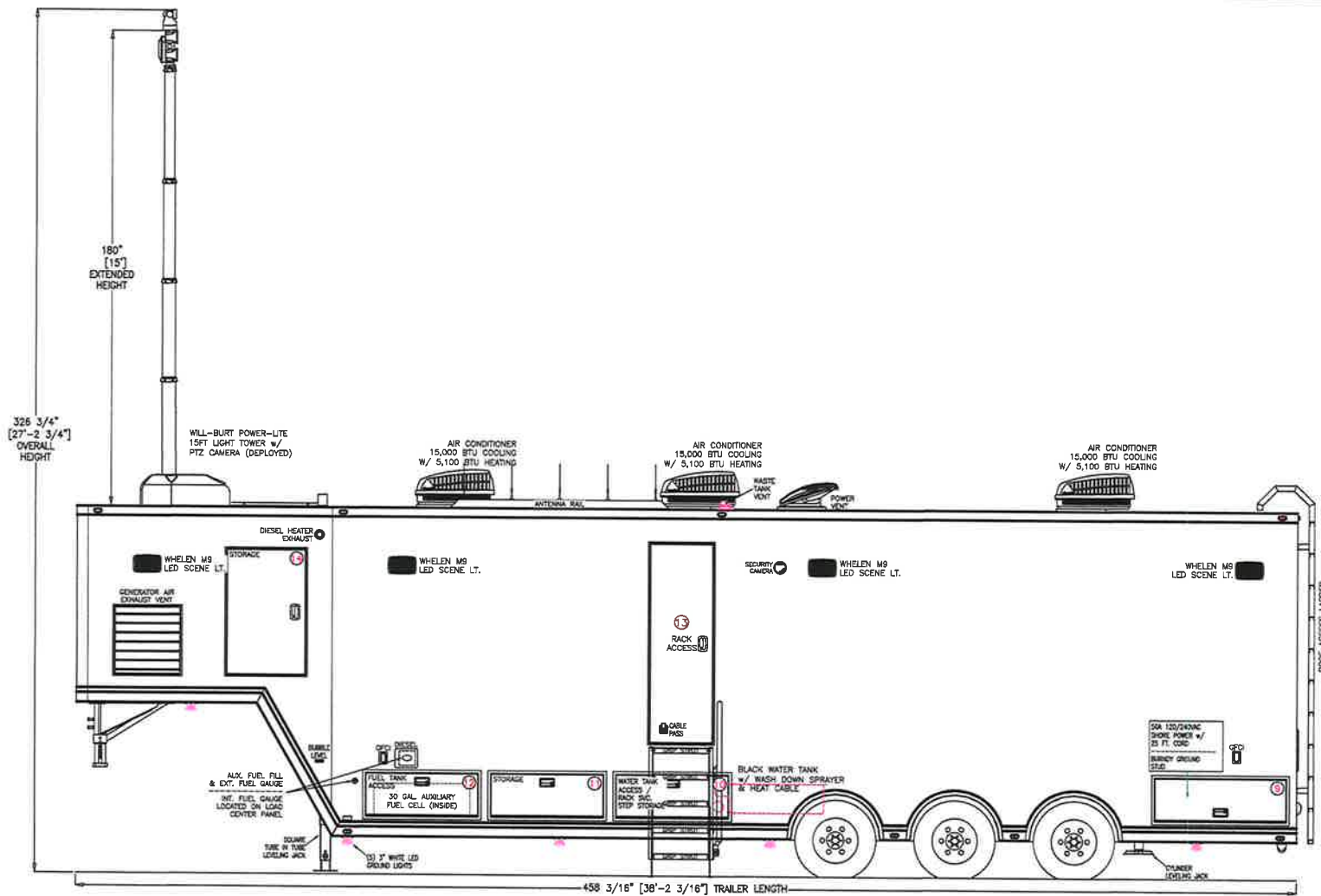
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TITLE: BELLEVUE PD

VIEW: CURB SIDE EXTERIOR

DRAWN BY: SDN SCALE: NTS SIZE: B

SHEET: 1 OF 12



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 SIGNATURE: _____
 DATE: _____
 TITLE: _____

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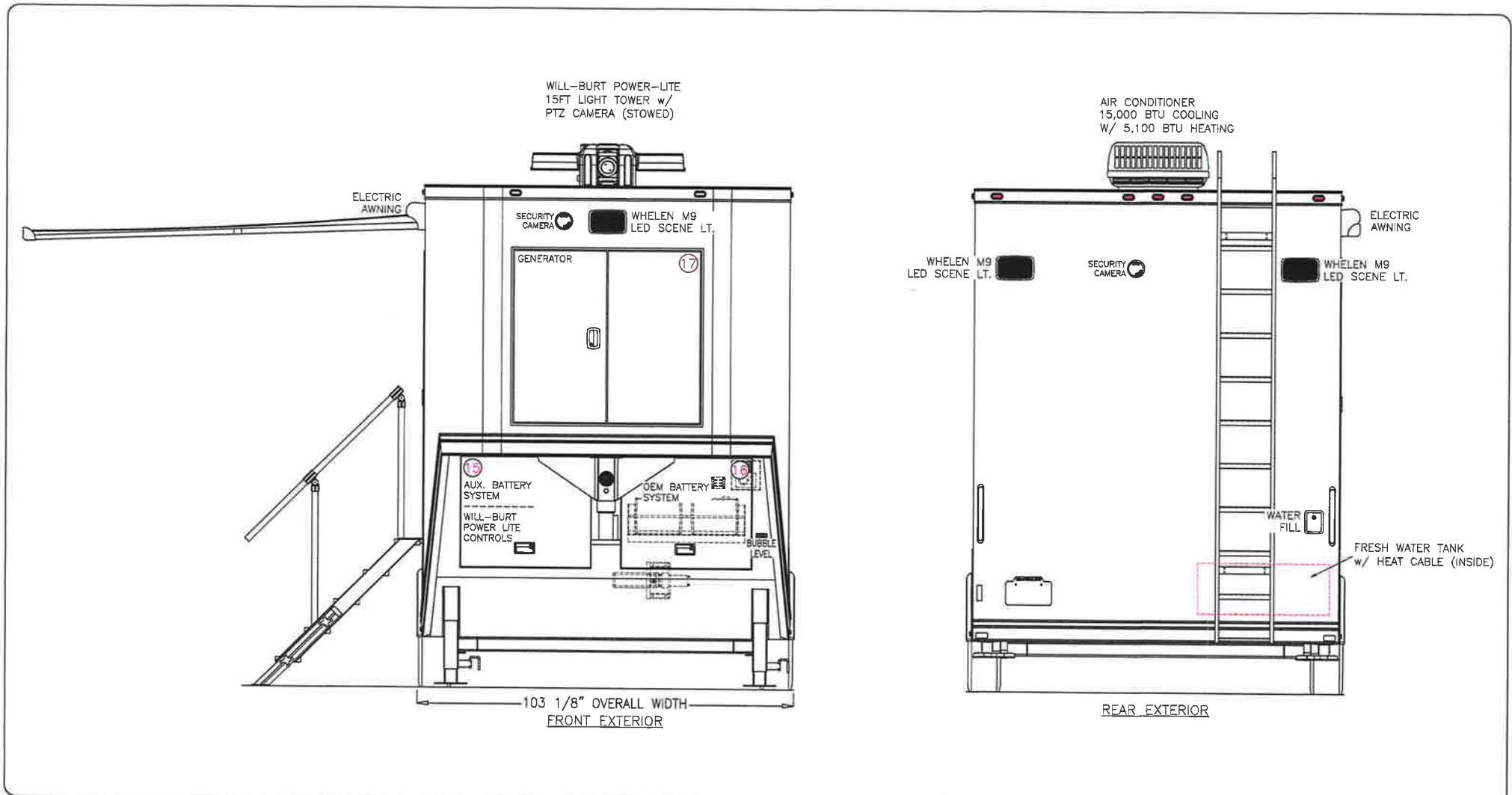
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P: 407-323-9414
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DRAWING NUMBER: 1592_ELEVATIONS		TITLE: BELLEVUE PD	
DRAWING TYPE: ELEVATION	DATE: 7/23/2024	VIEW: STREET SIDE EXTERIOR	
VEHICLE TYPE: GOOSENECK TRAILER		DRAWN BY: SDN	SCALE: NTS
<small>These drawings and/or specifications are the proprietary property and trade secrets of MBF Ind. and are issued in strict confidence. No reproduction or use shall be made without prior written consent of MBF Ind.</small>		SHEET: 2 OF 12	SIZE: B



CUSTOMER APPROVAL

NAME (PRINT): _____
 SIGNATURE: _____
 DATE: _____
 TITLE: _____

**I certify that I am authorized on behalf of the company.*



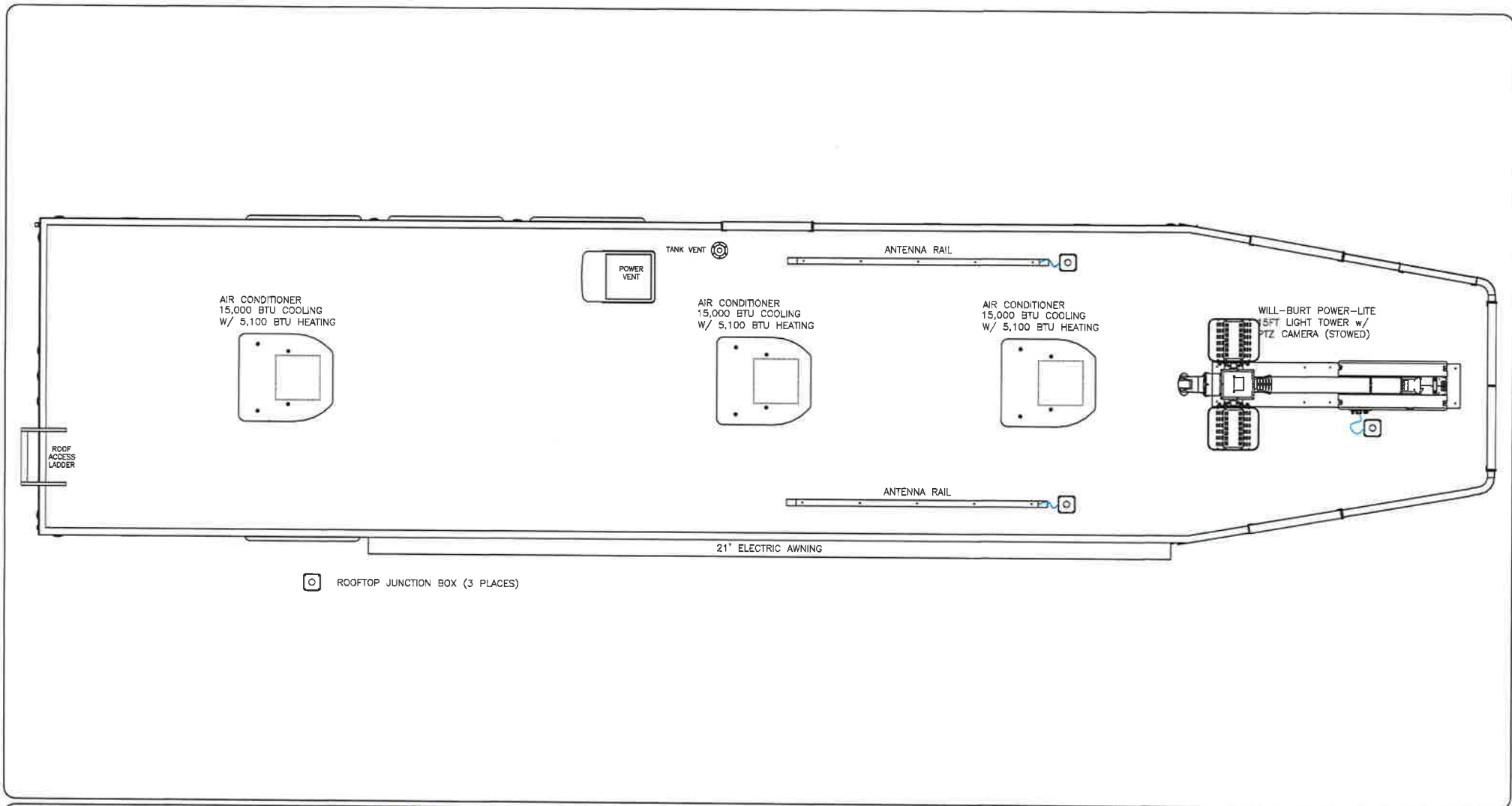
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P: 407-323-9414
 F: 407-330-2068

DRAWING NUMBER: 1592_ELEVATIONS		TITLE: BELLEVUE PD	
DRAWING TYPE: ELEVATION	DATE: 7/23/2024		
VEHICLE TYPE: GOOSENECK TRAILER		VIEW: FRONT & REAR EXTERIOR	
<small>These drawings and/or specifications are the proprietary property and trade secrets of MBF Ind. and are issued in strict confidence. No reproduction or use shall be made without prior written consent of MBF Ind.</small>		DRAWN BY: SDN	SCALE: NTS
		SHEET: 3 OF 12	SIZE: B



CUSTOMER APPROVAL
 NAME (PRINT): _____
 SIGNATURE: _____
 DATE: _____
 TITLE: _____
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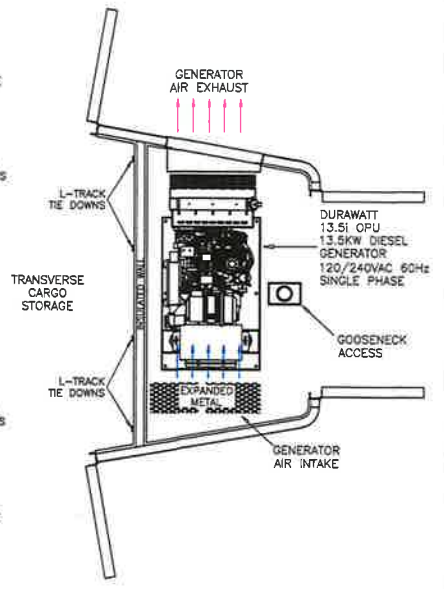
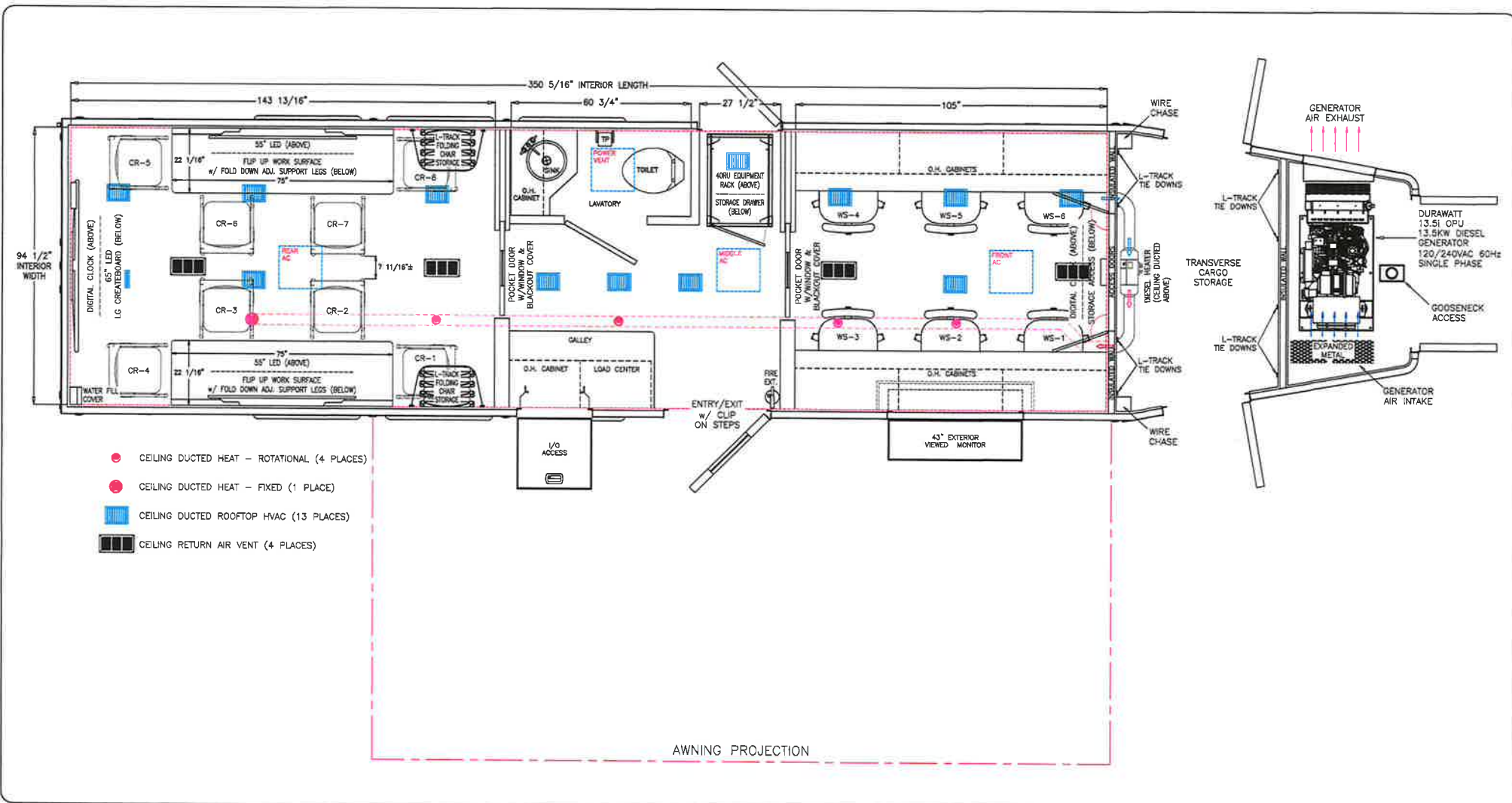
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P: 407-323-9414
 F: 407-330-2068

DRAWING NUMBER: 1592_ELEVATIONS
 DRAWING TYPE: ELEVATION DATE: 7/23/2024
 VEHICLE TYPE: GOOSENECK TRAILER
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TITLE: BELLEVUE PD
 VIEW: ROOF EXTERIOR
 DRAWN BY: SDN SCALE: NTS SIZE: B
 SHEET: 4 OF 12



- CEILING DUCTED HEAT - ROTATIONAL (4 PLACES)
- CEILING DUCTED HEAT - FIXED (1 PLACE)
- CEILING DUCTED ROOFTOP HVAC (13 PLACES)
- CEILING RETURN AIR VENT (4 PLACES)

CUSTOMER APPROVAL

NAME (PRINT): _____

SIGNATURE: _____

DATE: _____

TITLE: _____

*I certify that I am authorized on behalf of the company.



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P: 407-323-9414
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DRAWING NUMBER: 1592_ELEVATIONS

DRAWING TYPE: ELEVATION DATE: 7/23/2024

VEHICLE TYPE: GOOSENECK TRAILER

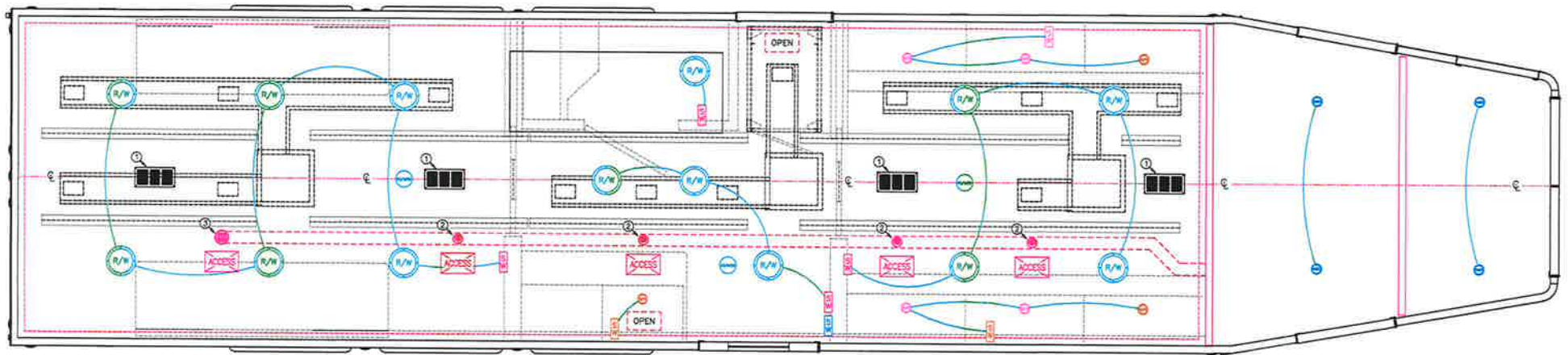
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TITLE: BELLEVUE PD

VIEW: PLAN VIEW

DRAWN BY: SDN SCALE: NTS SIZE: 8

SHEET: 5 OF 12



- CEILING DUCTED HEAT – ROTATIONAL (4 PLACES) –
DRILL 2 1/2" HOLE
- CEILING DUCTED HEAT – FIXED (1 PLACE) –
DRILL 4" HOLE
- CEILING DUCTED ROOFTOP HVAC (13 PLACES)
- CEILING RETURN AIR VENT – DIRECT ISSUE (4 PLACES)
CUT 4" x 10" HOLE

- 14 – WHELEN 8" RED/WHITE LED
- 7 – WHELEN 3" RED/WHITE LED (UNDER CABINETS)
- 4 – WHELEN 3" WHITE LED (GENERATOR / STORAGE)
- 3 – 115VAC CO / SMOKE DETECTORS
- 4 – RED/WHITE DIMMER LIGHT SWITCHES
- 3 – RED/WHITE UNDER CAB. DIMMER LIGHT SWITCHES
- 1 – AWNING CONTROL SWITCH (CURB SIDE)

- ACCESS / ACCESS 11 – REMOVABLE CEILING ACCESS PANELS
(4" x 8" OR 10" x 10")
- OPEN 2 – OPENINGS (or as needed)

- NOTES:
- ① – CUT 4" x 10" HOLE – RETURN AIR GRILLE (DIRECT ISSUE)
 - ② – CUT 2 1/2" HOLE – ROTATIONAL HEATER SUPPLY VENT
 - ③ – CUT 4" HOLE – FIXED HEATER SUPPLY VENT

CUSTOMER APPROVAL

NAME (PRINT): _____
 SIGNATURE: _____
 DATE: _____
 TITLE: _____

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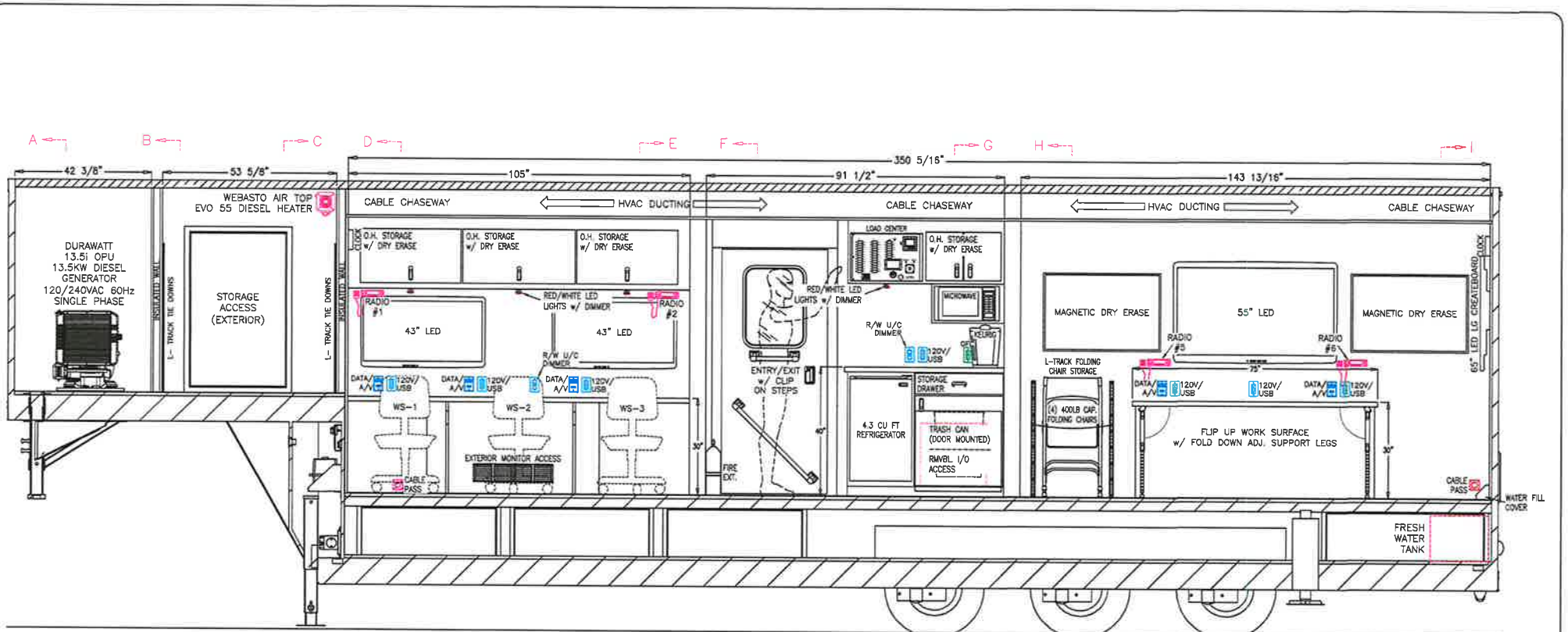
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P: 407-323-9414
 F: 407-330-2068

DRAWING NUMBER: 1592_ELEVATIONS
 DRAWING TYPE: ELEVATION DATE: 7/23/2024
 VEHICLE TYPE: GOOSENECK TRAILER

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TITLE: BELLEVUE PD
 VIEW: INTERIOR CEILING LAYOUT
 DRAWN BY: SDN SCALE: NTS SIZE: B
 SHEET: 6 OF 12



CURBSIDE INTERIOR ELEVATION
 (SECTION VIEWS ON PAGES 9, 10, 11, & 12)



CUSTOMER APPROVAL
 NAME (PRINT): _____
 SIGNATURE: _____
 DATE: _____
 TITLE: _____



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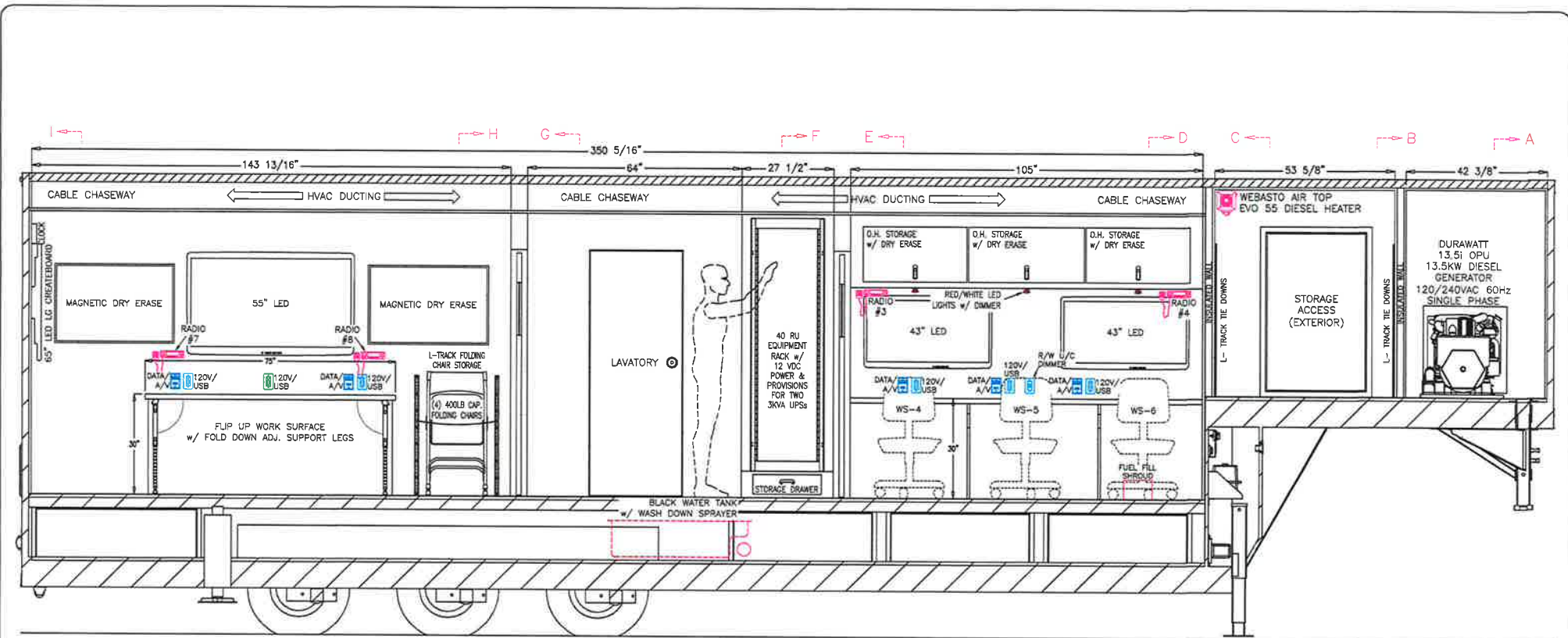
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 DRAWING TYPE: ELEVATION DATE: 7/23/2024
 VEHICLE TYPE: GOOSENECK TRAILER

TITLE: BELLEVUE PD
 VIEW: CURB SIDE INTERIOR

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DRAWN BY: SDN SCALE: NTS SIZE: B
 SHEET: 7 OF 12

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STREETSIDE INTERIOR ELEVATION
 (SECTION VIEWS ON PAGES 9, 10, 11, & 12)

FRONT →

CUSTOMER APPROVAL

NAME (PRINT): _____
 SIGNATURE: _____
 DATE: _____
 TITLE: _____



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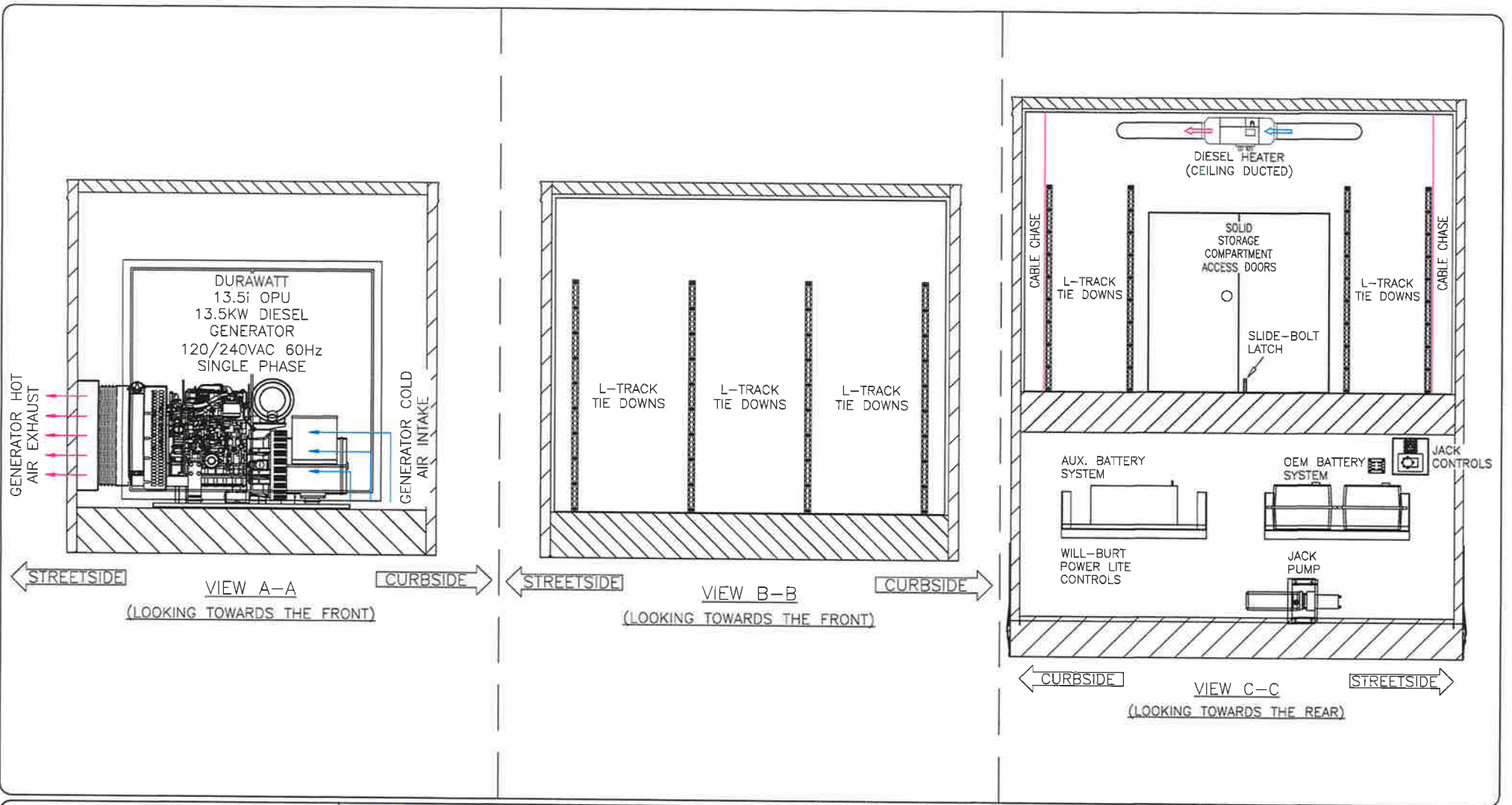
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 F: 407-330-2068

DRAWING NUMBER: 1592_ELEVATIONS
 DRAWING TYPE: ELEVATION DATE: 7/23/2024
 VEHICLE TYPE: GOOSENECK TRAILER

TITLE: BELLEVUE PD
 VIEW: STREET SIDE INTERIOR
 DRAWN BY: SDN SCALE: NTS SIZE: B
 SHEET: 8 OF 12

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 SIGNATURE: _____
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 TITLE: _____

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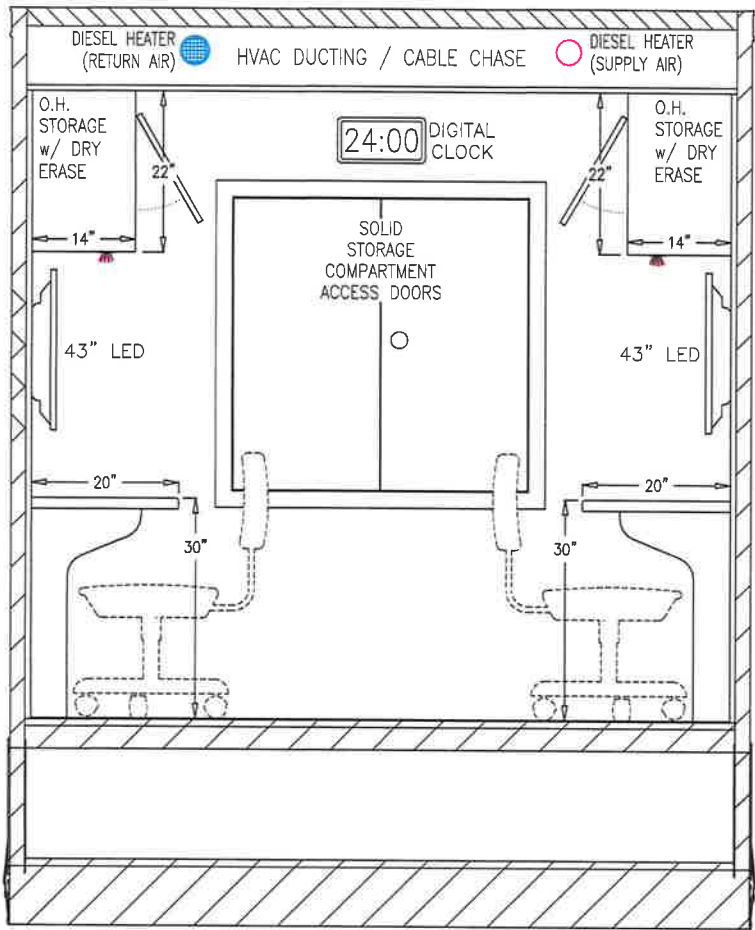
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DRAWING NUMBER: 1592_ELEVATIONS
 DRAWING TYPE: ELEVATION DATE: 7/23/2024
 VEHICLE TYPE: GOOSENECK TRAILER

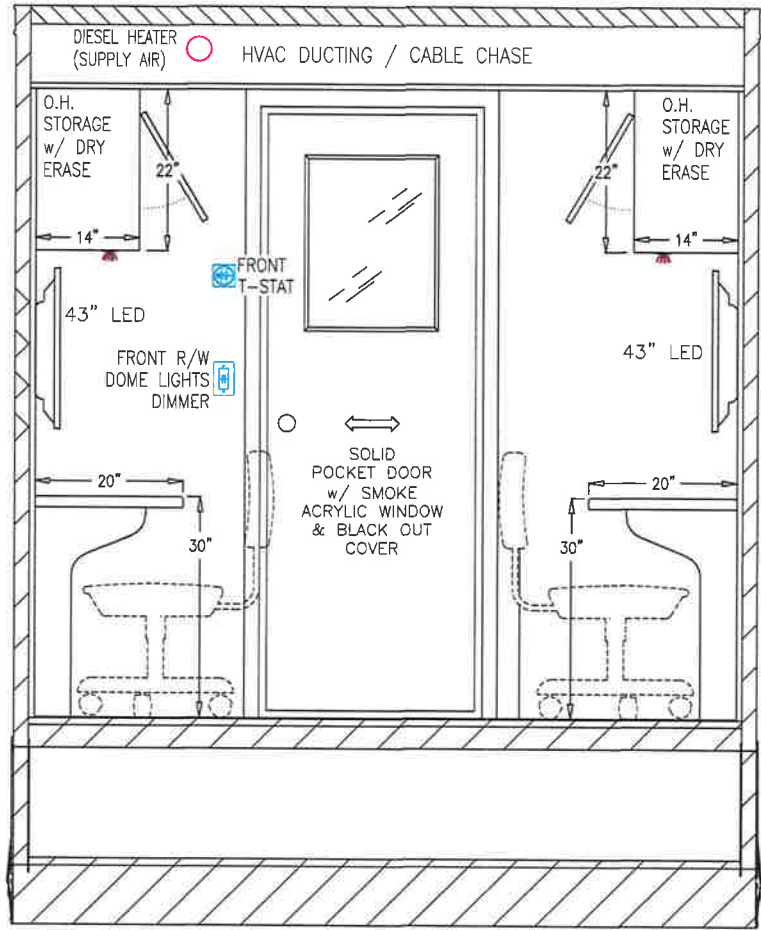
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TITLE: BELLEVUE PD
 VIEW: SECTION VIEWS (A - C)

DRAWN BY: SDN SCALE: NTS SIZE: B
 SHEET: 9 OF 12



← STREETSIDE **VIEW D-D** CURBSIDE →
(LOOKING TOWARDS THE FRONT)



← CURBSIDE **VIEW E-E** STREETSIDE →
(LOOKING TOWARDS THE REAR)

CUSTOMER APPROVAL

NAME (PRINT): _____
SIGNATURE: _____
DATE: _____
TITLE: _____



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SANFORD, FL 32771

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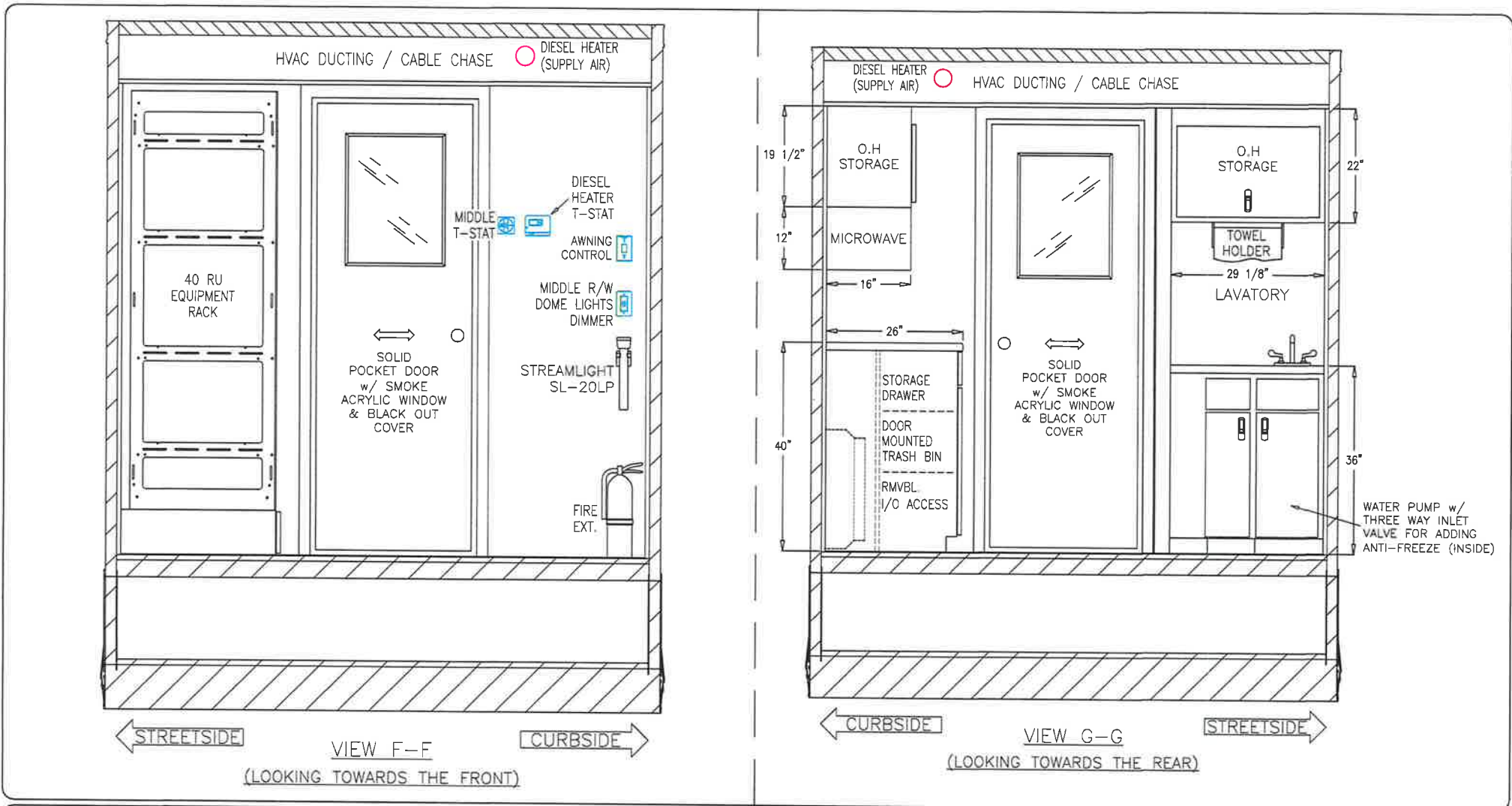
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F: 407-330-2068

DRAWING NUMBER: 1592_ELEVATIONS
DRAWING TYPE: ELEVATION DATE: 7/23/2024
VEHICLE TYPE: GOOSENECK TRAILER

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TITLE: BELLEVUE PD
VIEW: SECTION VIEWS (D - E)
DRAWN BY: SDN
SHEET: 10 OF 12
SCALE: NTS
SIZE: B

*I certify that I am authorized on behalf of the company.



CUSTOMER APPROVAL

NAME (PRINT): _____

SIGNATURE: _____

DATE: _____

TITLE: _____

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ENGINEERED FOR LIFE

210 TECH DRIVE
 SANFORD, FL 32771

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P: 407-323-9414
 F: 407-330-2068

DRAWING NUMBER: 1592_ELEVATIONS

DRAWING TYPE: ELEVATION DATE: 7/23/2024

VEHICLE TYPE: GOOSENECK TRAILER

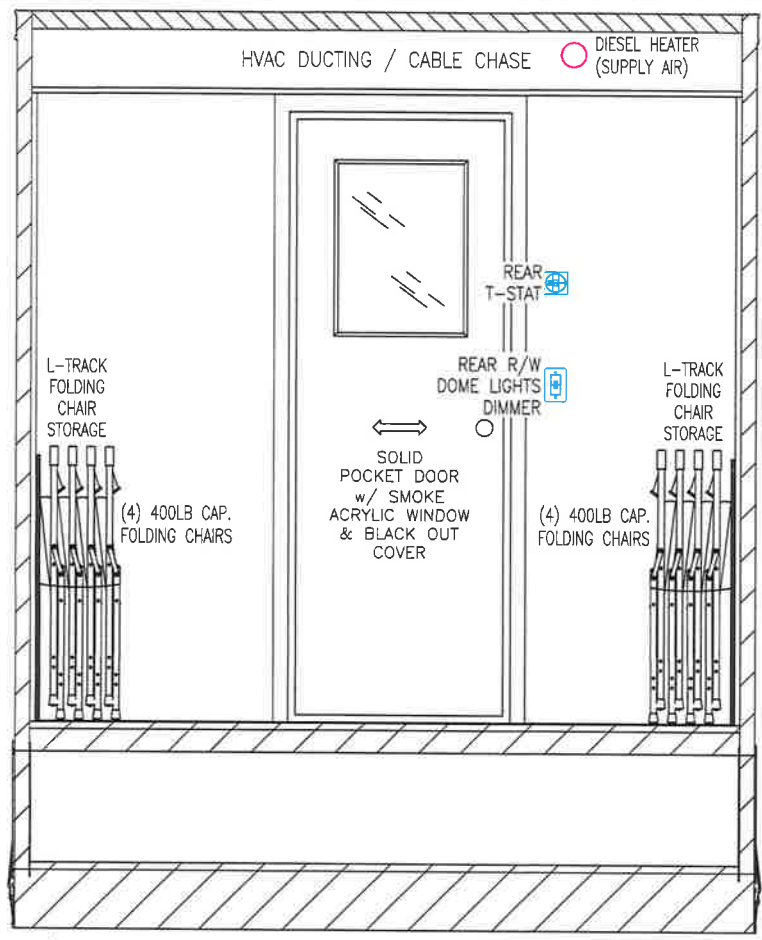
These drawings and/or specifications are the proprietary property and trade secrets of MBF Ind. and are issued in strict confidence. No reproduction or use shall be made without prior written consent of MBF Ind.

TITLE: BELLEVUE PD

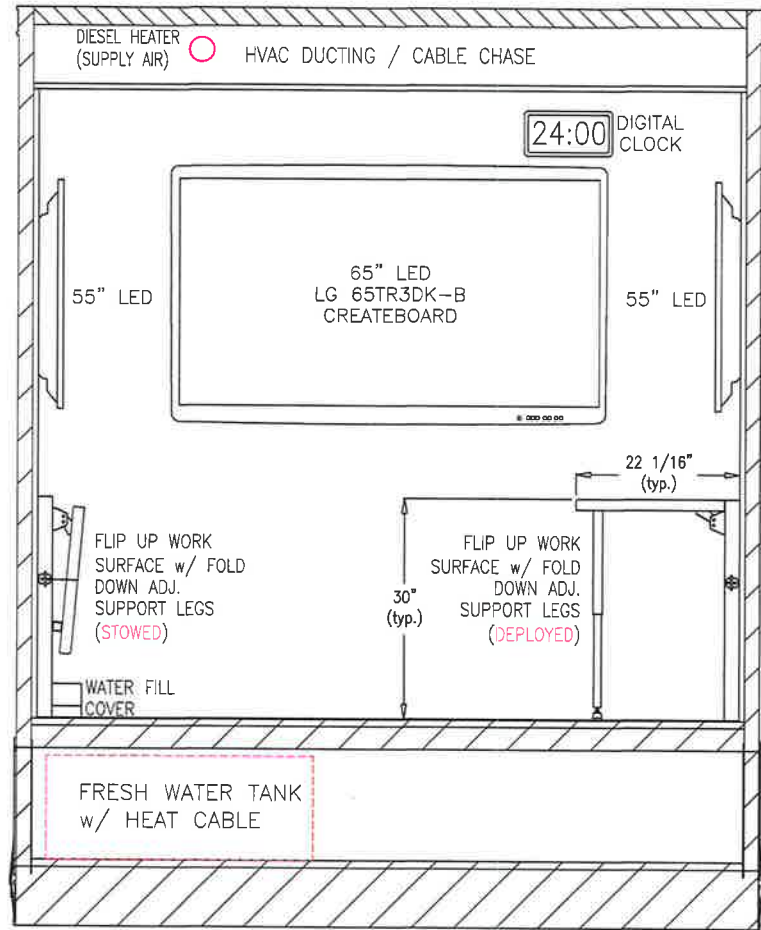
VIEW: SECTION VIEWS (F - G)

DRAWN BY: SDN SCALE: NTS SIZE: B

SHEET: 11 OF 12



← **STREETSIDE** VIEW H-H CURBSIDE →
 (LOOKING TOWARDS THE FRONT)



← **CURBSIDE** VIEW I-I STREETSIDE →
 (LOOKING TOWARDS THE REAR)

CUSTOMER APPROVAL
 NAME (PRINT): _____
 SIGNATURE: _____
 DATE: _____
 TITLE: _____
*I certify that I am authorized on behalf of the company.



MBF Industries, Inc.
ENGINEERED FOR LIFE

210 TECH DRIVE
 SANFORD, FL 32771

www.MBFIndustries.com

P: 407-323-9414
 F: 407-330-2068

DRAWING NUMBER: 1592_ELEVATIONS
 DRAWING TYPE: ELEVATION DATE: 7/23/2024
 VEHICLE TYPE: GOOSENECK TRAILER

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TITLE: BELLEVUE PD
 VIEW: SECTION VIEWS (H - I)
 DRAWN BY: SDN SCALE: NTS SIZE: B
 SHEET: 12 OF 12

No.	Section	Item	Status	Accept/Reject	Price	Notes:
1	1.5	Trailer will be painted white	Included			
2	1.6	Graphics Allowance - 4k.	Open/pricing	✓	\$1,200.00	increase due to design
3	2.0	Bunker storage doors will be flip down - rear doors on each side are flip up	Included			
4	2.0	Water system will be winterized	Included			
5	2.0	Fresh and waste water tanks to be maximized for size and available space	Included			
6	2.0	Flush system to be installed in waste tank	Included			
7	2.0	Add: cable pass at two locations 1x Curbside rear 1 x Curbside Front	Open/pricing	✓		
8	2.0	Add: clip-on steps for rack service access	Open/pricing	✓		
9	3.1	Awning: Casing = White, Fabric = Sunbrella Cadet Gray 4630	Included			no arms per the specs
10	3.2	Entry steps to be expanded metal tread plate	Open/pricing	✓		
11	3.4	MBF to prewire and install mount for future Starlink in motion satellite dish	Open/pricing	✓		
12	3.5	Devices to be installed in exterior monitor compartment include: 1x12vdc light switch, 1 x120vac outlet, 1xcombo USB-A + 12vdc cigarette outlet, 1xRJ45 + HDMI	Open/pricing	✓		
13	3.5	Exterior monitor to remain 43"	Included	✓		
14	3.6	Remove: 42' mast system + PTZ camera	Credit			
15	3.6	Add: 4.5 Meter Will-Burt Power-Lite Tower w/ 4 LED light heads, PTZ Camera, and on-board compressor	Open/pricing	✓		
16	3.8	Off air antenna to be Shakespeare Sea Watch antenna	Included			
17	3.1	Interior pocket door windows to have blackout covers	Included			
18	4.5	Auxiliary fuel cell to be relocated to lower bunker storage - fuel cell to be 30 gallons, fill neck installed on streetside exterior body, and fuel gauge located on load center panel	Included			
19	4.8	Burndy ground stud to be installed in shore power compartment	Included			
20	5.1	Interior lights to be red/white and controlled with dimmer at room entry points	Included			
21	5.2	Add Red/White LED under cabinet light at galley w/ dimmer switch	Included			
22	5.5	Remove all emergency lights & install (11) Whelen M9 scene lights - (4) Curbside, (4) Streetside, (1) Front, (2) Rear	Included			
23	6.0	Remove alarm system (door open, awning deployed, etc.)	Credit	✓		
24	7.2	8 x Motorola APX6500 remote head radios - W/S #1, 3, 4, 6 & two at each flip-up workstation in rear room	Open			BPD to provide
25	7.2	MBF to provide cable lengths for Motorola custom cables	Open			Done
26	9.0	Interiors: MBF standard grey package	Included			Crosswire Flooring
27	10.2	Refrigerator to be 4.3 cu/ft under counter model in black	Included			
28	10.2	Redesign galley base cabinet for smaller refrigerator and add storage drawer	Included			
29	10.2	Remove overhead cabinet above rack - add storage drawer below rack	Included			
30	10.2	Keurig K-cup coffee maker to be installed at galley	Included			
31	10.2	Add 3-way valve on inlet side of water pump for adding antifreeze	Open/pricing	✓		
32	10.3	Remove 55" One Screen - Replace with 55" LED monitor	Credit	✓		
33	10.3	Add: 2 x 43" LED monitors - One above each flip-up workstation	Open/pricing	✓		
34	10.3	Replace: 2 x large whiteboards with 4 x magnetic dry erase boards - one on each side of each 43" LED monitor	Included			
35	13.0	Add: Tripplite SU3000RTXL3U UPS to equipment rack for a total of (2).	Open/pricing	✓		
36	13.0	Remove PA system	Credit	✓		
37	13.0	Video Matrix to be 20x20	Open/pricing	✓		
38		ECO#0607-02 - 65" LG CreateBoard + increase 43" monitors to 55"	Open/pricing	✓	\$2,490.00	Requested via email 6/10/24
		Seeing their faces when the new truck arrives....	Priceless			
		Total			\$3,690.00	

- ✓ OK to proceed
- Open Need answer or info
- Open/pricing Need price before proceeding

All changes above Approved by:

Signature

Printed Name + Title

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10-15-24		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Purchase of 19 Panasonic FZ-55 laptop computers and 6 Panasonic CF-33 computers

SYNOPSIS/BACKGROUND:

The Police Department needs to replace aging, obsolete in-car computers that some officers are currently using.

FISCAL IMPACT: \$92,174.15 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: 6410 ACCOUNT NUMBER:

RECOMMENDATION:

Approve the purchase of 25 laptop computers with extended warranty and service/support.

ATTACHMENTS:

- 1. Quote for equipment
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Phillips

[Signature]

[Signature]

QUOTE



2185 Logan Street
Suite B
Clearwater, FL 33765

QUOTE #	000Q5153
DATE	Sep 18, 2024

Bill To
Shaun Manning
1510 Wall St
Bellevue, NE 68005
United States

Ship To
Shaun Manning
1510 Wall St
Bellevue, NE 68005
United States

DUNS: 964651710
CAGE: 650W3
FIN: 27-3368713

Salesperson	P.O. Number	Payment Terms	Due Date
Carl Steffens		NET30	Oct 31, 2024

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
6 Panasonic CF-33 with One Keyboard			
6	Panasonic Toughbook CF-33 Rugged Tablet - Win11 Pro, Intel Core i7-1270P vPro (up to 4.8GHz), AMT, 12.0IN QHD Gloved Multi Touch+Digitizer, 32GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Standard Batteries (2), TPM 2.0, Flat	\$4,096.08	\$24,576.48
1	Panasonic Keyboard - Proprietary Interface - Tablet	\$560.10	\$560.10
6	Panasonic Warranty/Support - Extended Warranty - 2 Year - Warranty - Maintenance - Parts & Labor - Physical	\$279.12	\$1,674.72
<i>This warranty enables your organization to extend the 3-year standard warranty coverage that comes with every Panasonic Toughpad® computer to either 4 or 5 years depending on budget needs. A separate battery warranty program is available under the Extended Warranty Battery Replacement program.</i>			

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
SubTotal			\$26,811.30

19 Panasonic FZ-55's

19	Panasonic TOUGHBOOK FZ-55 LTE Advanced 14" Touchscreen Semi-rugged Notebook - Full HD - 1920 x 1080 - Intel Core i7 13th Gen i7-1370P - 16 GB Total RAM - 512 GB SSD - Intel Chip - Windows 11 Pro - Intel UHD Graphics - In-plane Switching (IPS) Technology - Front Camera/Webcam - 18 Hours Battery Run Time - 4G - IEEE 802.11ax Wireless LAN Standard	\$3,097.61	\$58,854.59
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Purpose-built, rugged laptops for your extraordinary work. Your work is extraordinary, and your laptop needs to match you step for step. That's why we build rugged TOUGHBOOK® laptops that are trusted and used by hardworking people in the toughest environments anywhere.

19	Panasonic Service/Support - Extended Warranty - 2 Year - Service - Maintenance - Parts & Labor - Physical	\$279.12	\$5,303.28
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19	Axiom 16GB DDR4-3200 SODIMM - AX43200S22D/16G - For Notebook - 16 GB - DDR4-3200/PC4-25600 DDR4 SDRAM - 3200 MHz - 260-pin - SoDIMM	\$63.42	\$1,204.98
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SubTotal			\$65,362.85
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0	GAMBER JOHNSON LAPTOP VEHICLE DOCK TB LITE DUAL RF FOR FZ-54/55	\$808.43	\$0.00
---	---	----------	--------

0	Panasonic CF-LNDDC120 Auto Adapter - 120 W - 12 V DC Input	\$149.36	\$0.00
---	--	----------	--------



QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		SUBTOTAL	\$92,174.15
		SALES TAX	\$0.00
		TOTAL	\$92,174.15

Notes

Please contact me if I can be of further assistance.

To accept this quotation, sign here and return: _____

Thank You For Your Business!

All prices and descriptions are subject to change without notice. This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until one of the following occur: 1.) a purchase order has been issued by you and accepted by GovDirect or 2.) an order is place on-line and accepted by GovDirect or 3.) a written proposal is accepted by you. The prices contained in this list may not be relied upon as the price at which GovDirect will accept an offer to purchase products unless expressly agreed to by GovDirect in writing. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. Prices quoted may not include applicable taxes. Sales tax will be included on the invoice. Products are non-returnable unless approved in writing by GovDirect within 30 days of invoice date. Those approved returns may be subject to a restocking fee. Payment terms, unless otherwise stated in writing, shall not exceed 30 days from date of invoice. Questions about these and other terms and conditions should be your sales representative.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
10/15/2024

COUNCIL MEETING DATE: 10-15-24		SUBMITTED BY: Capt. Tim Melvin	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Sign Master Services Agreement with Enformion (Tracers)

SYNOPSIS/BACKGROUND:

The investigations division has been using Enformion (Tracers) investigation database for years. We had free access to it. That has ended and we now need to pay for the service. It is a very valuable to used in criminal investigations to get information on suspects.

FISCAL IMPACT:: \$1750.00 per year BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Master Services Agreement for use of their database

CONTRACT EFFECTIVE DATE: 10-1-24 CONTRACT TERM: 3 years CONTRACT END DATE: 10-1-27

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:

Authorize Captain Melvin to sign the agreement for the Police Department

ATTACHMENTS:

1. Master Services Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel J. Willis

[Signature]

[Signature]

MASTER SERVICES AGREEMENT

(REGULATED DATA)

This Master Services Agreement (together with the Exhibits attached hereto, the “**Agreement**”) is entered into and effective as of October 1, 2024 (the “**Effective Date**”) between Enformion LLC, a California limited liability company having its principal place of business at 1915 21st Street, Sacramento, CA 95811 (“**Enformion**”), and the Bellevue Police Department, a government agency having its principal place of business at 1510 Wall Street, Bellevue, NE 68005 (“**Customer**”) (individually, a “**party**” and collectively the “**parties**”).

1. **DEFINITIONS.** The following definitions apply for purposes of this Agreement:

- a. “**Enformion API**” means an application programming interface provided by Enformion to Customer that allows Customer to submit Search Requests.
- b. “**Enformion Data**” means data that is obtained from the Enformion Services or Network, and that includes all languages, editions, issues, versions, revisions, modifications, enhancements and updates thereto during the Term of this Agreement.
- c. “**Enformion Products**” means the Enformion Services, Network, Enformion API and/or Enformion Data, together with any Enformion “Confidential Information,” as that term is hereinafter defined.
- d. “**Enformion Services**” means the nationwide public record information, document retrieval and related services provided by Enformion through the Network.
- e. “**FCRA**” means the Fair Credit Reporting Act, 15 U.S.C.A. § 1681, et seq., as now or hereafter amended.
- f. “**GLBA**” means the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., as now or hereafter amended.
- g. “**Network**” means the Enformion’s online data retrieval system of proprietary databases and data and information which may also be obtained from third parties.
- h. “**Permitted Uses**” means the use of Enformion Products in a manner strictly in accordance with the Purpose, Exhibit C, and any other purposes permitted under this Agreement, and in compliance with all applicable laws and regulations including, without limitation, the GLBA.
- i. “**Search Request(s)**” means a search for Enformion Data through the Enformion API by Customer.

2. **PURPOSE.** Enformion will provide the Enformion Products for Customer’s use in accord with this Agreement and the purpose as set forth in Exhibit A (the “**Purpose**”).

3. **LICENSE.** Enformion hereby grants to Customer a non-exclusive, non-assignable, non-transferable, limited license to use the Enformion Products solely for the Purpose for the duration of the “Term,” as set forth in Exhibit A.

4. **TERM AND TERMINATION.**

a. **Term.** This Agreement will commence on the Effective Date and will continue for a period of three (3) years (the “**Initial Term**”), after which this Agreement will be renewed for successive one (1) year terms running from the anniversary of the Effective Date (the “**Renewal Term**”) unless either party gives written notice of nonrenewal at least thirty (30) days prior to the end of the then current term. The Initial Term and any Renewal Terms will be collectively referred to as the “**Term**.”

b. **Early Termination.** Either Party may terminate this Agreement for the other Party’s uncured material breach; provided that the non-breaching Party has provided the other Party with written notice specifying such breach and that party has failed to cure such breach within thirty (30) days of receipt of such notice. The foregoing notwithstanding,

and without limiting any other remedies to which it may be entitled, Enformion reserves the right to immediately suspend its performance under this Agreement and/or terminate this Agreement if Enformion, in good faith, determines that (i) Customer has failed to comply with applicable law in its use of the Enformion Products; (ii) the use of Enformion Products is the subject of litigation or threatened litigation by any governmental entity and/or is the subject of an adverse and documented consumer reaction related to consumer privacy issues; or (iii) Enformion's continued provision of the Enformion Products to Customer pursuant to this Agreement is prohibited or becomes impossible due to the loss of its source of the data, or changes in applicable laws or costs associated with the acquisition and provision of the Enformion Products. This Agreement also immediately will terminate if a receivership, bankruptcy or insolvency proceedings are commenced by or against Customer, upon an assignment for the benefit of creditors of Customer, or, at the discretion of Enformion, upon the termination, winding up or liquidation of normal business operations by Customer, whether or not with the aid and assistance of any court.

c. **Effect of Expiration or Termination**. Upon the effective date of any expiration or termination of this Agreement, Customer will cease all further use and access of the Enformion Products and will cause, no later than fifteen (15) days following expiration or termination of this Agreement, the destruction of all copies of and updates to the Enformion Products as well as any computer files or output listings that contained any or all Enformion Products. Customer will provide written certification signed by an officer of Customer that all such Enformion Products have been destroyed within thirty (30) days following expiration or termination of this Agreement. The destruction procedures undertaken by Customer will be of a nature reasonable given the type of information that comprises the Enformion Products and such as is reasonably necessary to prevent any misappropriation or unauthorized use of such Enformion Products. All purging of Enformion Products from Customer's computer systems will also be of nature reasonable given the type of information that comprises the Enformion Products and such as is reasonably necessary to prevent against any misappropriation or unauthorized use of such Enformion Products. In no event will Customer retain any Enformion Products following expiration or termination of this Agreement.

d. **Survival**. Sections 11-14, inclusive, of this Agreement, and any other provision that by its nature should survive will survive any expiration or termination of this Agreement. Moreover, and notwithstanding the foregoing, any expiration or termination of this Agreement will not relieve either party of any fees or other payments due to the other party through the date of any such expiration or termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such expiration or termination.

5. **FEES, INVOICING, AND AUDITS**

a. **Fees**. Customer agrees to pay Enformion the applicable charges as set forth in Exhibit A of this Agreement. Any periodic and/or minimum Customer fees under this Agreement are non-refundable, in whole or in part, in the event of a termination of this Agreement, since all such fees are compensation for supplying service and carrying the account. Customer will also pay all the cost of all media, media shipping and insurance costs, taxes, duties or charges of any kind imposed by any federal, state, or local governmental entity for the Enformion Products provided under this Agreement.

b. **Invoicing and Payment**. Customer will pay all invoices from Enformion issued pursuant to this Agreement within thirty (30) days of the invoice date. Payment inquiries should be remitted in writing to the following address: Enformion, LLC, Attention: Controller, 1915 21st Street, Sacramento, CA 95811, or by email to accounting@enformion.com.

c. **Unpaid or Outstanding Balances**. Without limiting any of Enformion's remedies for non-payment or late payment of any amounts due by Customer to Enformion, amounts which are not paid within thirty (30) days of the invoice date or the date on which Enformion notifies Customer, whichever is sooner, may be subject to a late charge of one and one-half percent (1.5%) per month (18% per year) or the maximum allowed by law, whichever is less. If collection efforts are required by Enformion, Customer will pay the reasonable attorneys' fees and costs in addition to whatever amounts are recovered by Enformion.

d. **Audits**. Customer will maintain records including, but not limited to complete and accurate accounting records in accordance with generally accepted accounting practices, to substantiate Customer's performance under this Agreement including, without limitation, Customer's compliance with payment, legal and all security requirements. Customer will preserve such records for a period of at least thirty-six (36) months after termination of this Agreement.

Moreover, no more than one (1) time per calendar year during the Term of this Agreement and no more than once per calendar year after termination of this Agreement and for no more than thirty-six (36) months thereafter, Enformion may have access to those records of Customer that are necessary to determine Customer's compliance with its obligations under this Agreement and to Customer's facilities for the purpose audit either through its own employees, representatives or an independent public accounting firm selected by the Enformion (the "**Auditor**"). Any such review of Customer's records, facilities, or both, may be conducted during Customer's normal business hours upon Enformion providing Customer no less than five (5) business days' prior written notification; provided however, that in the event of a material breach including, but not limited to, any material deficiency in Customer's performance of this Agreement, then such interval restriction and required prior written notification, except for reasonable notice, will not apply. For each third party who provides Enformion Product-related services to Customer, from time to time, Enformion will have the right to review, at Enformion's expense, each such third party's security processes and procedures related to the transmission, storage or processing of Enformion Products. Customer will reasonably cooperate, and will request each such third party to also reasonably cooperate, with Enformion and any Enformion requests in conjunction with all such reviews including, but not limited to Enformion requests to correct any deficiencies discovered during such audits within a period of time mutually agreed upon and/or suspend any further transmission of Enformion Products until such deficiencies are corrected. Customer agrees that it will reasonably cooperate with all such reasonable Enformion requests for information and audits. Customer's obligations to comply, with the provisions of this Agreement are not contingent upon, or otherwise affected by, the audit rights of Enformion.

6. COMPLIANCE WITH LAWS, PRIVACY AND SECURITY REQUIREMENTS.

a. **Compliance with Laws.** Customer will comply with, and will not use the Enformion Products in a manner contrary to or in violation of, all applicable federal, state, or local law, rule, or regulation, including, but not limited to, the FCRA and GLBA. Customer represents and warrants, upon which Enformion is relying, that it has a permissible use under the GLBA. Customer represents and warrants, upon which Enformion is relying in entering into this Agreement, that it will not use any information obtained through the Enformion Products as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, for governmental licenses, or for any other purpose for which one might properly obtain a consumer report, as defined by the FCRA. Customer specifically agrees that Enformion Products will not be merged with consumer reports as such term is defined in the FCRA. Customer acknowledges that the government has placed restrictions upon the use of cell phone numbers and further agrees that any use of any cell phone numbers provided by Enformion as part of the Enformion Products will be used in strict accordance with all applicable laws, rules and regulations including the Telephone Consumer Protection Act ("**TCPA**"), CAN-SPAM, the Telemarketing Sales Rule, and all other applicable laws and regulations.

b. **Privacy.** Customer acknowledges that Enformion Data may include personal information or personal data, as those terms are defined by the jurisdictions with legal authority over Customer's activities. Customer will comply with all applicable privacy and data protection laws in the performance of its obligations under the Agreement, including, without limitation, relative to the GLBA, and by maintaining a privacy policy that describes how it collects, uses, stores and discloses personal information, and instructs individuals how to opt-out of such practices or, if required, how to affirmatively consent to such practices, and how to contact Customer to exercise other legal rights with respect to personal information. Further, Customer agrees to provide reasonable assistance to Enformion to allow it to fulfill its obligations under applicable privacy and data protection laws.

c. **Security.** Customer will maintain all appropriate administrative, physical and technological processes and equipment to store and protect the Enformion Products in a secure manner, including without limitation, maintaining an information security program that is designed to protect information processing system(s) and media containing the Enformion Products from internal and external security threats, and the Enformion Products from unauthorized use or disclosure. In addition, and to the extent applicable, Customer specifically agrees to substantially comply with each of the security requirements set forth on Exhibit B attached hereto. Enformion may, from time to time, provide written notice to Customer of updates to the security requirements set forth on Exhibit B, and Customer will comply with the updated security requirements following a mutually agreed upon and commercially reasonable period of time. Customer acknowledges and agrees that Customer has an ongoing obligation to protect and preserve the confidentiality, privacy, security and integrity of the Enformion Products, and the standards embodied in this Agreement are merely minimum standards of conduct for Customer in furtherance of the foregoing continuing obligation.

7. **RESTRICTIONS AND LIMITATIONS.** Customer represents and warrants, upon which Enformion is relying in entering into this Agreement, as follows:

- a. Customer will only use the Enformion Products for the Permitted Use and Purpose.
- b. Customer shall comply with applicable law in its use and dissemination of the Enformion Products and will ensure, in turn, that its customers certify and covenant that they will do the same and will comply with the uses and restrictions on uses set forth in the Agreement including, without limitation, with regard to the GLBA and Exhibit C.
- c. Customer will not distribute, provide, license, transfer or sell the Enformion Products to any third parties in a manner that is inconsistent with the Purpose or this Agreement.
- d. Customer will not, either directly or indirectly, itself or through any agents or third party: (i) request, compile, store, maintain or use any Enformion Products to build its own database or accumulate any Enformion Products or content for any other use other than for the Purpose; or (ii) copy or reproduce any portion of the Enformion Products other than for the Purpose; or (iii) redistribute, disclose, market, rent, lease, solicit, supply or transfer to any third party any portion of the Enformion Products other than for the Purpose; or (iv) store any results returned by the Enformion Products or anything Derived therein, except to the extent necessary for the Purpose, as permitted or required by this Agreement, or as required by applicable law. “**Derived**” means data that is directly or indirectly related to the presence or absence of the Enformion Data, or is based on or having its origin in Enformion Data.
- e. Customer will not disassemble, decompile, or in any way reverse engineer the Enformion Products.
- f. Customer will comply with the then current Enformion policies and procedures as communicated by Enformion from time to time (“**Policies**”). Enformion may, from time to time, notify Customer of additional, updated or new Policies. Customer’s compliance with such Policies within a commercially reasonable time will be a condition of Enformion’s continued provision of Enformion Products hereunder.
- g. Customer will not market the Enformion Products under the Enformion name.
- h. Upon receipt of any updated Enformion Products from Enformion, Customer will promptly replace and destroy any outdated Enformion Products in its possession prior to the update except to the extent retention is necessary to accomplish the Purpose or for compliance with any other provisions of this Agreement or applicable law.
- i. Customer will not merge any Enformion Data with any consumer reports as the term “**consumer report**” is defined in the FCRA.
- j. Customer will not delete, alter, disclose or otherwise modify any security codes or protocols within the Enformion Products or in any way compile and/or offer for use or sale any Enformion Products or other data contained therein in a form where any security codes or protocols are deleted, altered, disclosed or otherwise modified.

8. **REMOVAL OF DATA.** From time to time, Enformion may, for any reason whatsoever, suppress or remove information pertaining to one or more particular persons from the Enformion Data (“**Removals**”). Enformion will provide Customer with notice of all such Removals. As soon as commercially reasonable, but no later than thirty (30) business days after Customer’ receipt of the notice of Removals from Enformion, Customer will: (a) remove or suppress such persons who are the subject of the Removals from any and all materials provided by Enformion to Customer; and (b) exclude such persons who are the subject of the Removals from any Enformion Data that Customer may provide in its ordinary course of business.

9. **INTELLECTUAL PROPERTY.**

- a. **Derivative Matter.** Customer acknowledges that Enformion has expended substantial time, effort, and funds to collect, arrange, compile create and deliver the Enformion Products. Customer agrees not to reproduce, retransmit, republish, or otherwise transfer for any commercial or other purpose any information that Customer receives from Enformion or the Enformion Products except as permitted under this Agreement. Customer acknowledges that Enformion (and/or Enformion’s third-party data providers) will retain all right, title, and interest in and to the data and information provided by the Enformion Products and to Derivative Matter under applicable contractual, copyright, intellectual property and related laws, and Customer will use such materials consistent with Enformion’s interest and notify Enformion of any threatened or actual infringement of Enformion’s rights. Customer further acknowledges and agrees that it will acquire no right, title or interest under applicable copyright or other intellectual property laws in the Enformion Products and materials provided or accessed under this Agreement. Customer will not remove or obscure the copyright notice or other notices contained on materials accessed through the Enformion Products. “**Derivative Matter**” means any work, invention, new material or data which is based in whole or in part upon the Enformion Products and any intellectual property rights

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associated therewith, including without limitation derivative work, improvement, extension, revision, modification, translation, compilation, or error correction.

b. **Enformion Marketing.** Enformion may use Customer's name, trademark, and/or copyrighted matter in its marketing materials during the Term of this Agreement; provided, however, that Enformion shall acquire no right, title or interest therein.

10. **CONFIDENTIALITY.**

a. **Confidential Information.** As used in this Agreement the term "**Confidential Information**" means and includes (i) the terms and conditions of this Agreement, (ii) the Enformion Products, (iii) all Enformion information and materials to which Customer has access in connection with this Agreement and all personally identifiable information including, but not limited to, name, address, date of birth, social security or other government issued social identification number, income and credit histories, bank and credit card numbers, email address, and static IP address, to the extent any are provided in connection with this Agreement. Customer will use Enformion Confidential Information solely for the Purpose and will not use, disseminate or in any way disclose any Confidential Information to any third party other than as required for, or allowed by, the Purpose. Additionally, notwithstanding the foregoing, Enformion may disclose the terms and conditions of this Agreement to Enformion's agent(s) and/or processor(s) under appropriate nondisclosure terms solely to the extent necessary to fulfill its obligations under this Agreement. Except as expressly permitted herein, Customer will not disclose any Confidential Information outside of the United States without Enformion's prior written consent.

b. **Exceptions to Confidentiality.** Confidential Information does not include information that (a) is or becomes part of the public domain through no act or omission of Customer or its agents or processors, (b) is rightfully obtained by Customer without breach of any obligation to maintain its confidentiality from a source other than Enformion who is known or should have been known to Customer to be under no obligation to Enformion or its agents or employees to maintain such information in confidence, or (c) is independently developed by Customer without using the Confidential Information. Customer may disclose Confidential Information in response to a valid court or governmental order, if (i) Customer has given Enformion prior written notice and provided reasonable assistance to afford it the opportunity to object and obtain a protective order or other reasonable assurance that confidential treatment will be accorded to the information, and in the opinion of Customer's counsel, Customer is compelled as a matter of law to disclose the subject Confidential Information, and Customer discloses to the party compelling disclosure only the part of such Confidential Information as is required by law to be disclosed in the opinion of its counsel, and uses commercially reasonable efforts to obtain confidential treatment therefor.

c. **Breach of Confidentiality.** If there is a breach of Customer's confidentiality obligations under this Agreement, Customer will reasonably cooperate with Enformion in investigating and mitigating, to the extent practicable, any damages due to such breach and/or misappropriation. Such cooperation will not relieve Customer of any liability it may have as a result of such a breach. Except to the extent required by applicable law, Customer will make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure without Enformion's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. To the extent such public notifications are required by applicable law, Customer will provide Enformion with written notice prior to releasing such public notifications.

11. **DISCLAIMER OF WARRANTY.** CUSTOMER ACCEPTS THAT ENFORMION PRODUCTS ARE PROVIDED "AS IS" AND "WHERE IS" AND ON THE TERMS IN THIS SECTION OF THE AGREEMENT. ENFORMION DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ENFORMION PRODUCTS, INFORMATION IN THE ENFORMION PRODUCTS OR THE MEDIA ON OR THROUGH WHICH THE ENFORMION PRODUCTS ARE PROVIDED. ENFORMION DOES NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED DISPLAY OR DISTRIBUTION OF THE ENFORMION PRODUCTS. ENFORMION WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY ANY OF ENFORMION'S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE ENFORMION PRODUCTS OR INFORMATION THEREIN. ENFORMION PROVIDES NO WARRANTIES OTHER

THAN AS EXPRESSLY SET FORTH ABOVE AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

12. NO SUIT. Customer covenants not to sue or maintain any cause of action, claim, demand, cross-claim, third party action or other form of litigation or arbitration against Enformion, its officers, directors, employees, contractors, agents, affiliated bureaus or subscribers arising out of or relating in any way to the Enformion Products not being accurate, complete, or current.

13. LIMITATION OF LIABILITY. CUSTOMER ACKNOWLEDGES THAT ENFORMION DOES NOT UNDERTAKE A SEPARATE INVESTIGATION FOR EACH INQUIRY OR REQUEST FOR THE ENFORMION PRODUCTS MADE BY CUSTOMER. ACCORDINGLY, CUSTOMER'S USE OF OR ACCESS TO THE ENFORMION PRODUCTS IS ENTIRELY AT ITS SOLE RISK. NEITHER ENFORMION NOR ANY OF ITS DATA SUPPLIERS WILL BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTIES FOR ANY LOSS OF PROFITS, REVENUES, OR DATA, OR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES INCURRED IN CONNECTION WITH THE ENFORMION PRODUCTS, ANY USE OR ACCESS THEREOF OR ANY OTHER DATA OR MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE NETWORK, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ENFORMION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL ENFORMION BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY BUSINESS PRACTICES OF CUSTOMER THAT VIOLATE ANY APPLICABLE LAW, STATUTE, REGULATION, CONTRACT, OR TERMS OF THIS AGREEMENT. ENFORMION'S LIABILITY (INCLUDING THE LIABILITY OF ANY THIRD-PARTY DATA PROVIDER) AND CUSTOMER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE RETURN OF THE CHARGES PAID BY CUSTOMER TO ENFORMION, SUBJECT TO THE MAXIMUM LIMIT SET FORTH IN THIS SECTION. ENFORMION'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE THE AGGREGATE AMOUNT PAID UNDER THIS AGREEMENT BY CUSTOMER FOR THE ENFORMION PRODUCTS, WHICH ARE THE SUBJECT OF SUCH CLAIM, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

14. INDEMNIFICATION. Notwithstanding any other provision to the contrary contained herein, Customer will indemnify, defend, and hold harmless Enformion, its officers, directors, agents, employees, customers, users and clients from and against any and all liabilities, damages, losses, claims, demands, suits, causes of action, judgments, costs or expenses (including courts costs and reasonable attorneys' fees) imposed upon or incurred by Enformion that arise out of or relate to any of the following: (i) the use, access, disclosure, sale or transfer by Customer or, in turn, any of its customers or end-users, of the Enformion Products; (ii) any negligent act or omission or intentional misconduct on the part of Customer and its respective employees, consultants, officers, agents, representatives, contractors, or subcontractors; (iii) Customer's failure to comply with applicable laws, codes, regulations and orders; (iv) any unauthorized use, or threatened use, or disclosure, or threatened disclosure, by the Customer or any of its Personnel (as defined in Exhibit B) of the Confidential Information; (v) any other breach by Customer of any obligation contained in this Agreement; (vi) any claim that Customer's technology or other materials infringe or misappropriate any copyright, patent, trademark, trade secret or any other intellectual property or proprietary right of any third party; (vii) any property damage, personal injury or death that results from Customer's technology or other materials. Enformion will have the right to approve any counsel retained to defend any demand, suit or cause of action in which Enformion is a defendant, and the approval will not be unreasonably withheld. Customer agrees that Enformion will have the right to control and participate in the defense of any the demand, suit or cause of action concerning matters that relate to Enformion, and that the suit will not be settled without Enformion's consent, which consent will not be unreasonably withheld. If, in Enformion's reasonable judgment, a conflict exists in the interests of Enformion and Customer in the demand, suit or cause of action, Enformion may retain its own counsel whose reasonable fees will be paid by Customer.

15. TEMPORARY TERMINATION OF ACCESS TO NETWORK. Enformion reserves the right at any time and without prior notice to Customer to change the Network's hours of operation or to limit access to the Network in order to perform repairs, make modifications or as a result of circumstances beyond Enformion's reasonable control.

16. **ADDITIONAL REPRESENTATIONS AND WARRANTIES.** In addition to the other representations and warranties herein, Customer further represents and warrants to Enformion, upon which Enformion is relying in entering into this Agreement, as follows:

a. Customer is duly organized, existing and in good standing under the laws of the state of its incorporation. Customer has the requisite power and authority to enter into, and to satisfy all of its obligations under, this Agreement and any related agreements. This Agreement and the transactions contemplated hereby have been duly authorized and approved by the appropriate officers and/or other Personnel of Customer, and no further action or proceeding on the part of Customer is necessary or appropriate with respect to the execution by Customer of this Agreement or any related agreements, or the consummation by Customer of the transactions contemplated hereby or thereby.

b. Customer is in compliance and will continue to comply with all requirements of the United States Foreign Corrupt Practices Act and to refrain from accepting or making payments to third parties, which would cause Enformion its data providers to violate or otherwise have liability under such Act.

c. Customer is an equal opportunity employer. Customer does not discriminate on the basis of race, religion, age, sex, marital status, citizenship status, sexual orientation, veteran status, medical condition, national origin, gender identity, genetic information, physical handicap or disability, or any other legally protected classification, except as may be permitted by applicable law. As of the Effective Date, neither Customer nor any entity holding any material ownership in Customer, nor any officer or director of Customer, is the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), or other relevant sanctions authority (collectively, "**Sanctions**"), nor is Customer or any entity holding any material ownership in Customer, nor any officer or director of Customer, located, organized or resident in a country or territory that is the subject of Sanctions. Customer represents and warrants that it has not, nor will it, violate any Sanctions. Customer will not in connection with this Agreement and the transactions contemplated herein fund or engage in any activities with any individual or entity or in any country or territory that, at the time of such funding or activity, is subject to Sanctions.

17. **GENERAL.** This Agreement will be governed by California law, excluding its conflicts of laws provisions, and the parties agree and consent to venue and jurisdiction in the state or federal courts in Sacramento County, California. This Agreement will not be assigned by Customer, in whole or in part, without the prior written consent of Enformion. All notices to Customer that are required or permitted under this Agreement will be posted on the Enformion website or sent to Customer at the address listed above via certified or registered mail, return receipt requested. All notices to Enformion that are required or permitted under this Agreement will be sent to Enformion at the address listed above via certified or registered mail, returned receipt requested. Failure by either party to insist in any one or more cases upon the strict performance of any of the terms and conditions of this Agreement will not be considered a waiver or relinquishment for the future of any such term or condition or of any other term or condition. The terms and conditions set forth in this Agreement constitute the entire agreement of the parties on the subject matter hereof, and any additional or different terms or conditions set forth in any other document, including without limitation any Customer purchase order, will be of no effect. This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship of any kind whatsoever between Enformion and Customer or any Personnel, agent or subcontractor of Customer. Enformion is not responsible and Customer is responsible for withholding, deducting or remitting from Customer Personnel's compensation, any federal or state income taxes, social security, unemployment compensation, medical, dental, workers' compensation or disability insurance coverage, pension or retirement plans or the like. Neither party will, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of any other party. Nothing herein, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the provision will be enforced to the maximum extent permissible, and the validity, legality and enforceability of the remaining provisions will continue in full force and effect to the extent the parties' intent reflected in this Agreement remains substantially unimpaired. Section headings of this Agreement are provided for reference only and will not be used as a guide to interpretation.

18. **FORCE MAJEURE.** Neither party will be liable to the other for failure to perform or delay in performance under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed party is unable to prevent or provide against. Such conditions include

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acts of God; strikes, boycotts or other concerted acts of workmen; failure of the Internet, utilities or networks; laws, regulations or other orders of public authorities; military action, state of war or other national emergency; fire or flood.

19. **RETENTION OF RIGHTS**. Nothing in this Agreement is intended to or will limit or restrict Enformion's ability to market and sell its services within the geographic areas in which, or to the customers to whom, Customer markets or sells its services. Nothing in this Agreement is intended to or should be construed to prevent Enformion from entering into similar agreements with other persons or entities regarding all or any part of the Enformion Products.

ENFORMION LLC

BELLEVUE POLICE DEPARTMENT

By: _____

By: _____

Name: Amber Higgins

Name: Tim Melvin

Title: Chief Executive Officer

Title: Captain

EXHIBIT A

PURPOSE AND FEES

This is an Exhibit to, and subject to the terms of the Master Services Agreement between Enformion and Customer effective as of October 1, 2024 (the “**Agreement**”).

1. PURPOSE (CHECK ALL THAT APPLY):

- Purpose A:** Internally evaluating and testing the Enformion Products for a period of _____ days from the Effective Date.
- Purpose B:** Internal research, analysis and reference.
- Purpose C:** Integration into customer products.
- Purpose D:** Law Enforcement Investigations

2. FEES:

	ENFORMION OFFERING	ANNUAL PRICE
*	Enformion Web Portal Seats - 35 Seats	\$1,750.00

PRICING ASSUMPTIONS	
*	Web Portal Seats: This pricing includes unlimited searches and unlimited continuous monitoring for each web seat license. Additional seats may be purchased above those listed for \$50/year during the term of this contract. This pricing does not include Enformion Premium Search Offerings including Incarceration or Social Media Searches.

Customer agrees to pay:

Customer shall pay \$1,750.00 on or about the effective date of this agreement, and at each new year of the three (3) year term.

ENFORMION CORE DATA RESOURCES AND PRODUCTS UNLIMITED USAGE WITH WEB SEATS

Premium People Search

With coverage of over 98% of the U.S. population, it includes current and 40-year historical addresses, emails, phone numbers, relatives, associates, SSNs, and DOBs.

Reverse Phone Lookup

Instantly locate owners of phone numbers, including mobile, landline, and VOIP, with more than 600MM phone numbers.

Comprehensive Person Report

Person addresses, AKAs, aircraft, arrests, assessor, bankruptcies, birth, criminal, DBA/FBN, DEA licenses, death, deeds, divorce, email addresses, evictions, foreclosures, judgments, liens, neighbors, phone numbers, professional licenses, relatives/associates, nationwide criminal, traffic, U.S. corporations.

Public Records Search

Comprehensive details based on publicly available records, including bankruptcy, liens, judgments, criminal records, evictions, foreclosures, property records, and more. This search is included in a Comprehensive Person Report.

Aircraft Reports

Registered aircraft, searchable by the owner, address of registration record, SSN, with variances by individual state regulation.

Property Records

All current and previous real property owned, with assessor and deed records for each, including valuation models in more than 3,000 counties covered nationwide.

U.S. Corporate Filing Records

Executives, affiliated businesses, corporate bankruptcies, the status of their corporate filings and annual disclosures, DBAs, and more. Liens and UCC filings are also available and included if relevant.

UCC Filings & Liens

Covers nationwide UCC filings and UCC liens with identified companies, business owners, financial scores, and more. More than 38MM records are added monthly.

DEA Licenses

Drug Enforcement Administration (DEA) license and the registration number issued to a health care provider allowing the provisioning of prescriptions for controlled substances.

Identity Verification

Users can instantly verify identity and score accuracy using PII data using names, addresses, phone numbers, SSNs, and DOBs.

Bankruptcy Records

Access over 32 million bankruptcy records and cover 50 states with details including case number, chapter type, disposition, assets, attorney names, courts, debtors, and more.

Pre-Foreclosure Records

Pre-foreclosure records include nationwide coverage with details of dates, names, loan amounts, defaults, and more.

Relatives and Associates

Locate relatives and associates with 40 years of address and telephone number histories, including shared residences.

Deceased Records

With more than 100M deceased records, data is updated regularly and flagged to the unique person records with the date of death.

Continuous Monitoring

Enformion users can subscribe to persons of interest and receive automatic notifications when any selected elements of interest have changed, such as a new address, a new phone number registered, or a new contact with law enforcement.

Criminal Record – Nationwide

Nationwide arrests, criminal convictions, sex offender, traffic, and wants & warrants, OFAC, more than 600MM offense and offender records

SSN Verification

The history of all individuals with a provided Social Security Number is associated with the record.

Corporate Records – New Businesses

Franchise relationships and other affiliated links include common registration agents or officers.

Professional Licenses

A unique data set of aggregated professional board-issued licenses.

Patriot Act

Patriot Act list statuses

Liens

Involuntary liens include tax liens with more than 90 million records. Details have access to more information about each lien, petitioner, respondent, tax lien dates, and more.

Workplace: People at Work

Locate a person's employment history with self-reported records, including company name, address, dates, and historical records.

Judgements

With over 100M U.S. records, judgment includes records for all 50 states with debtor records total lien/judgment data.

Eviction Records

Eviction records cover all 50 states, with details related to each eviction record.

SEC EDGAR

Enformion includes real-time access to the SEC's EDGAR database, faster and with better search efficiency than the federal government's EDGAR website.

EXHIBIT B

ACCESS SECURITY REQUIREMENTS FOR INFORMATION ACCESS

This is an Exhibit to, and subject to the terms of the Master Services Agreement between Enformion and Customer effective as of October 1, 2024 (the “**Agreement**”).

Customer will maintain an information security program that is designed to protect information processing system(s) and media containing Enformion Products from internal and external security threats, and Enformion Products from unauthorized disclosure. Customer will be responsible to implement this program for all Enformion Products to which Customer or any of its employees, consultants, agents, representatives, contractors or subcontractors (“**Personnel**”) have or obtain access. Enformion reserves the right to make changes to this Exhibit and its security requirements without prior notification to Customer. The information provided in this Exhibit provides minimum baseline information security requirements. Customer agrees to follow the requirements outlined below when accessing, transmitting, processing, storing or using (collectively, “**accessing**” or “**access**”) any Enformion Products. Customer will strictly comply with the following:

1. Access and Passwords.

1.1. Enformion Products Access Control Measures

- (a) All credentials such as user names/identifiers (user IDs) and user passwords must be kept confidential and must not be disclosed to an unauthorized party.
- (b) If using third party or proprietary system to access Enformion Products, Customer will ensure that the access must be preceded by authenticating users to the application and/or system.
- (c) If the third party or third party software or proprietary system or software used to access Enformion Products is replaced or no longer in use, the passwords should be changed immediately.
- (d) Customer will cause a unique user ID and password to be created for each user to enable individual authentication and accountability for access to Enformion’s Products.
- (e) User IDs and passwords will only be assigned to authorized individuals granting the least privilege necessary to perform the Personnel’s responsibilities.
- (f) Ensure that Personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for Permitted Purposes.
- (g) Customer will ensure that no Customer Personnel access their own credit reports or those reports of any family member(s), friend(s) or other individual unless in connection with a Permitted Purpose and applicable law.
- (h) Customer will implement a process to terminate access rights immediately for users who access Enformion Products when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- (i) Customer will implement a process to perform periodic user account reviews to validate whether access is needed as well as the privileges assigned.
- (j) Customer will implement a process to periodically review user activities and account usage, ensure the user activities are consistent with the individual job responsibility, business need, and in line with contractual obligations.

1.2. Use of Passwords with Enformion Products. Customer will:

- (a) Require strong passwords consistent with industry best practices that: (i) cannot be easily determined (i.e. name or company name, repeating numbers and letters or consecutive numbers and letters);
- (b) Ensure that passwords are not transmitted, displayed or stored in clear text
- (c) Protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as “one-way” encryption, when using encryption and “salting”, ensure that strong encryption algorithm are utilized (e.g. AES 256 or above).
- (d) Require active logins to credit information systems to be configured with an appropriate inactive session timeout.

1.3. Change of Passwords. Passwords (user passwords) must be changed immediately when:

- (a) Any system access software is replaced by other system access software or is no longer used.
- (b) The hardware on which the software resides is changed or disposed.
- (c) Any suspicion of a password being disclosed to an unauthorized party.

2. **Asset Protection.** Customer will maintain commercially reasonable controls, based on Customer's industry (or general best practices if nothing for the industry exists), in place to protect Customer's assets. This should include handling standards for introduction, transfer, removal and disposal of all assets based on asset classification. Without limiting the foregoing, Customer will:
 - a) Maintain an inventory of critical hardware and critical software assets that access, store or make use of Enformion Products.
 - b) Have procedures for the disposal and reuse of equipment that access, make use of or store Enformion Products, including notification procedures in the event of any lost or misplaced equipment that may have access to or store information related to Enformion Products.
 - c) Implement physical security controls to prevent unauthorized entry to Customer's facility and access to Enformion Products. Customer will ensure that access is controlled with badge readers, other systems, or devices that restrict physical access, including but not limited to authorized lock and key.

3. **Data and Information Protection.** Customer will maintain a documented set of rules and procedures that regulate the use, access and control of information, including without limitation its receipt, transmission, processing, storage, controls, distribution, retrieval, access and presentation. Without limiting the foregoing, these rules will protect the confidentiality and integrity of personal consumer information as required under the GLB Safeguards Rule. Customer will maintain a formal user registration and de-registration procedure for granting and revoking access and access rights. Without limiting the foregoing, Customer will comply with the following measure to protect all data:
 - a) Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle.
 - b) Implement and follow current best security practices for computer virus detection scanning services and procedures
 - c) Implement and follow current best procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
 - d) Encrypt all Enformion Products when stored or transmitted electronically on any system using strong encryption such as AES 256 or above.
 - e) Enformion Products are confidential and must not be stored on personally-owned equipment or portable devices including, but not limited to, laptops, personal digital assistants, MP3 devices, USB devices, removable/portable media or smart tablets or smart phones.
 - f) When using smart tablets or smart phones to access Enformion Products, ensure that such devices are protected via device pass-code.
 - g) Applications utilized to access Enformion Products must protect data while in transmission such as SSL protection and/or use of VPN.
 - h) When no longer in use, all hard-copy materials containing Enformion Products must be crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
 - i) When no longer in use, electronic media containing Enformion Products must be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
 - j) Require any and all of Personnel permitted under this Agreement to have access to any Enformion Products to maintain effective information security measures designed to protect Enformion Products from unauthorized disclosure or use.
 - k) Ensure that all data requests from Customer to Enformion include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.

4. **Network Protection.**
 - a) Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
 - b) Administrative access to firewalls and servers must be performed through a secure internal wired connection only. Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
 - c) For wireless networks connected to or used for accessing or transmission of Enformion Products, ensure that networks are configured and firmware on wireless devices updated to support strong encryption for authentication and transmission over wireless networks.
 - d) When using third party service providers (e.g. application service providers) to access, transmit, store or process Enformion Products, ensure that an independent 3rd party security assessment (one of the following, or a current

equivalent: ISO 27001, PCI DSS, EI3PA, SSAE 16 – SOC 2/SOC3, FISMA, or CAI / CCM) has been performed, and that they are found to be compliant.

- e) Perform regular tests/scans on information systems (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
- f) Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit Enformion Products; establish a process for linking all access to such systems and applications.
- g) Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Enformion Products and to access Enformion Products.

5. Mobile and Cloud Technology.

- a) Storing Enformion Products on mobile, cloud or portable devices and services is prohibited. Any exceptions must be obtained from Enformion in writing; additional security requirements will apply.
- b) Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
- c) Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
- d) Under no circumstances are Enformion Products to be exchanged between secured and non-secured applications on the mobile device.
- e) In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing Enformion Products via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication mechanisms are utilized to authenticate users to application.

6. Personnel Background Checks, Policies and Training.

6.1. Background Check.

- (a) Customer will conduct, or require, appropriate pre-employment background checks on all Personnel that have access to hardware or software systems that access, use or store Enformion Products.
- (b) Customer will comply with all applicable federal, state and local laws, including fair employment practices and equal employment opportunity, when conducting pre-employment background screenings.
- (c) Customer will maintain a process to enable it to learn if any Personnel are convicted of any crimes at any time after the pre-employment background screening that would have otherwise disqualified such Personnel during such pre-employment background screening. Regardless of how Customer learns of such violation, in the event such Personnel have access to Enformion Products, it must promptly contact Enformion to discuss the potential impact to information security and confidentiality.
- (d) All Personnel must be bound by Non-Disclosure/Confidentiality Agreement before they perform any service requiring access to Enformion Products.

6.2. Policies and Training.

- (a) Prior to receiving access to Enformion Products, Personnel will receive security awareness training appropriate to their job function.
- (b) The access rights of all Personnel with access to systems or media containing Enformion Products will be removed immediately upon termination of their employment, contract or agreement, or adjusted upon change of job function.
- (c) Customer will require its customers to maintain effective information security measures consistent with this Agreement in order to protect confidential information from unauthorized disclosure or use of Enformion Products.

7. Security Audits.

- a) Customer understands that its use of Enformion Products and compliance with the security requirements set forth in this Exhibit may be monitored and audited by Enformion. Enformion may from time to time conduct on-site security audits or reviews on Customer's systems containing any Enformion Products as it relates to the Customer's compliance with the terms of this Exhibit or the mechanisms Customer maintains to safeguard access to Enformion Products. Audits may include examination of systems security and associated administrative practices.
- b) Reasonable access to audit trail reports of systems utilized to access Enformion Products will be made available to Enformion upon request, for example during breach investigation or while performing audits.

8. Vulnerability Monitoring; Software Development.

- (a) Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops), mobile devices and all other systems current with appropriate system patches and updates.
- (b) Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry best security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- (c) Implement and follow current best security practices for computer virus detection scanning services and procedures:
 - Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists.
 - Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
 - If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

9. Security Incidents.

- (a) Customer will have a documented plan and associated procedures in case of an information security incident. The plan must clearly articulate the responsibilities of Personnel and identify relevant notification parties.
- (b) Unless prohibited by law, Customer will notify Enformion of any security breach involving (i) the theft, loss or unauthorized disclosure, acquisition, access to or misuse of the Enformion Products in the possession or control of Customer; or (ii) a compromise of the confidentiality and/or integrity of any hardware, software, network, or telecommunications or information technology systems used by Customer to transmit, store, process or otherwise handle the Enformion Products ("**Security Breach**") as soon as Customer knows or reasonably suspects that such Security Breach exists or did exist, and in any event within twenty-four (24) hours of such knowledge or suspicion. In the event Customer is prohibited by law from providing such notice, it will nonetheless provide as much of the foregoing information as it is permitted to provide under law at the earliest practicable time it is permitted to do so under law. Email notification at customercare@enformion.com.

10. Head Security Designate. In addition to the above, following requirements apply where Customer or its Personnel are provided access to Enformion Products directly or via Internet ("**Internet Access**"):

- a) Customer agrees to identify to Enformion in writing an employee it has designated to act on its behalf as a primary interface with Enformion on systems access related matters. This individual will be identified as the "**Head Security Designate**." Customer's Head Security Designate will be responsible for establishing, administering and monitoring all Customer Personnel's access to Enformion Products which are delivered by Internet Access, or approving and establishing Security Designates to perform such functions
- b) Customer will limit the dissemination of the Enformion Data Products to appropriate employees whose duties justify the need to know such Enformion Data Products and will require that all such employees are first subject to obligations of confidentiality substantially similar to those contained herein. Head Security Designate must immediately report any suspicious or questionable activity to Enformion regarding access to Enformion Products and must disable access by any employee if it is or may become likely to result in a security threat, the release or compromise of Enformion Products or if the employee's employment is terminated by Customer. Enformion reserves the right to terminate any accounts it deems a security threat.

11. Additional Security Terms.

- (a) Customer acknowledges and agrees that Customer and each of its Personnel has an ongoing obligation to protect and ensure the confidentiality, privacy, security and integrity of Enformion Products, and the standards embodied in this Agreement are merely minimum standards of conduct in furtherance of the foregoing continuing obligation.
- (b) Enformion may provide written notice to Customer of updates to Enformion's information security requirements ("**Updated Security Requirements**"). Customer will comply with the Updated Security Requirements following a mutually agreed upon and reasonable period of time; provided that if the parties cannot reasonably agree to a period of time for Customer's compliance, or if Customer fails to provide Enformion with a written certification of compliance within thirty (30) days after the agreed upon compliance date, then Enformion may terminate this Agreement without any penalty or further obligation.

(c) Before using any third party service providers to access, transmit, or store Enformion Products, Customer must obtain the prior written consent of Enformion. Additional requirements and documentation may be required by Enformion.

12. Breach. Without limiting Enformion's rights or Customer's obligations under any other provision of this Agreement, in the event of a breach by Customer of this Agreement that results in the theft, loss, or unauthorized disclosure, acquisition, access to or misuse of Enformion Products, direct damages in connection with any such breach will include (i) the reasonable costs and expenses of investigation and analysis (including by law firms and forensic firms retained by Enformion, to the extent Customer does not share its investigation and analysis work product, or such work product is not reasonably acceptable to Enformion), (ii) reasonable costs of correction or restoration of any destroyed, lost or altered data or assets, notification to affected consumers (including by mail house firms), and (iii) costs of credit monitoring and other reasonably required remediation services. Customer will reimburse Enformion for any losses incurred by Enformion in correcting Customer's failure to comply with the privacy and/or confidentiality provisions of this Agreement, including Customer's destruction obligations.

EXHIBIT C

PERMISSIBLE USES

This is an Exhibit to, and subject to the terms of the Master Services Agreement between Enformion and Customer effective as of October 1, 2024 (the “**Agreement**”).

Customer understands that Enformion cannot provide legal advice regarding the appropriate uses of personal information and that it is Customer’s obligation and responsibility to seek legal counsel in interpreting the applicable laws. However, regardless of the opinion of Customer’s legal counsel, Enformion will allow or restrict access to Enformion Products based on Enformion’s understanding of the applicable laws. All such decisions are the sole discretion of Enformion and will be final. As noted in the Agreement, the Customer shall comply with applicable law in its use and dissemination of the Enformion Products and will ensure, in turn, that its customers certify and covenant that they will do the same and will comply with the uses and restrictions on uses set forth in the Agreement.

GLBA PERMISSIBLE USES. The GLBA requires financial institutions, credit-reporting agencies, and other parties to protect personal financial information of customers, and restricts disclosure of such information to non-affiliated third parties. Enformion Products may contain information governed by GLBA. While other uses for information may be allowable under the GLBA, the purposes for which Enformion will allow access to Enformion Products are limited to those listed below.

- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- To the extent specifically permitted or required under laws other than GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety.
- To comply with federal, state, or local laws, rules and other applicable legal requirements.
- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- Use by persons holding a legal or beneficial interest relating to the consumer.
- Use by persons acting in a fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer.
- For required institutional risk control, or for resolving consumer disputes or inquires.

GLBA was enacted to protect the use and disclosure of non-public personal information, including, in certain instances, the use of identifying information only; and GLBA provides limited exceptions under which such information may be used; therefore, Customer hereby certifies to Enformion that (a) it has determined that its use of certain identification-only products (Reference Products), including but not limited to, Credit Header Products, is pursuant to an exception under GLBA and (b) its use of the Reference Products will be for the GLBA exception(s) designated above.

Customer further acknowledges an understanding of the restrictions imposed by the FCRA. Customer agrees to only use information to locate or to further identify the subject of a search. Customer may not and will not use information, in whole or in part, to determine a consumer’s eligibility for credit, for employment, or for tenant screening, nor may Customer use information for any other purpose for which Customer might properly obtain a consumer report, except in connection with collection of a debt. If adverse action is to be taken against the subject of a search and the basis for such adverse action is information obtained or derived from information, Customer must verify such information from another source before taking such adverse action.

For a complete reading of the law, visit: <http://www.ftc.gov/privacy/glbact/glbsub1.htm> and <https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-credit-reporting-act>

CELL PHONE NUMBERS. Customer acknowledges that the government has placed restrictions upon the use of cell phone numbers. Customer agrees that any use of the cell phone numbers provided by Enformion as part of the Enformion Products will be used in strict accordance with all applicable laws, rules and regulations.

DPPA PERMISSIBLE USES. The Driver’s Privacy Protection Act, 18 U.S.C. Section 2721 et seq. (“**DPPA**”), makes it unlawful for any person knowingly to obtain or disclose personal information from a motor vehicle record for any use not permitted by DPPA. Enformion Products may contain information that is governed by the DPPA. Below are the uses permitted by DPPA:

Enformion

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court agency, or before any self-regulatory body, including the service of process, investigation and anticipation of litigation, and the execution of enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.
- Use by an employer or its agent or Insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49, U.S. Code.
- Use by any licensed private investigative agency or licensed security service for any purpose described above.

ACCESS TO AND USE OF DEATH DATA. Customer will not take any adverse action against any consumer without further investigation to verify information from the deceased data, flags or other indicia within the Enformion Products. Access to the Death Master File as issued by the Social Security Administration requires an entity to have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). The National Technical Information Service has issued the Interim Final Rule for temporary certification permitting access to the Death Master File ("DMF"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, access to the DMF is restricted to only those entities that have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). As many credit bureau data services contain information from the DMF, Customer must be aware of and comply with its continued obligation to restrict any use of deceased flags or other indicia within the Enformion Products to legitimate fraud prevention or business purposes in compliance with applicable laws, rules and regulations and consistent with applicable FCRA or GLBA use. Customer's continued use of Enformion Products affirms Customer's commitment to comply with these terms and all applicable laws.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
10/15/2024

COUNCIL MEETING DATE: 10-15-24		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Police Cruisers (6) Purchase

SYNOPSIS/BACKGROUND:

The Police Department needs six 2025 Ford Explorer cruisers to replace aging units, units already auctioned, and units that have been crashed. The State bid contract price (#119949) is \$44,766 each.

FISCAL IMPACT: \$268,596.00 BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: Fleet Purchase CIP PROJECT NUMBER: PO 252

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of the purchase request for 6 Ford Explorer police cruisers for the Police Department.

ATTACHMENTS:

- Anderson Ford proposal
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Handwritten signatures:
Daniel Willis
[Signature]
[Signature]

ANDERSON

www.AndersonAutoGroup.com

City of Bellevue

October 2nd, 2024

State Contract # 119949

FP1A: 2025 Police Utility Vehicle AWD: 3.3L V6 Gas: \$42,587

Options to add to each:

1. Setina Push Bumper: \$895
2. Keyed alike: \$75
3. Red/white cargo dome lamp: \$150
4. Courtesy lamp disable: \$109
5. Reverse sensing system: \$395
6. Black Exterior
7. Wheel Center Caps: \$60
8. Police engine idle: Standard on 2025 models
9. Driver side LED spotlight: \$495

Total price 3.3L V6: \$44,766

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

Because People Matter...

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



LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH

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

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH

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

Bellevue Police Department

MEMORANDUM



To: Chief Clary

From: Cpt. Kurt Stroehrer

Date: 10-3-24

Re: 2025 CIP fleet purchase requests

Chief,

Regarding the 3 CIP fleet purchase requests I've submitted, I'd like to expand on the justifications just a bit for you, in case you should get inquiries.

Our marked cruiser fleet is currently stressed due to two of our cruisers having been totaled in the past year, 612 and 703, and because 624 had to be auctioned due to the cost of mechanical repairs needed being more than the car was actually worth. Not to mention the much needed bolstering of the patrol officer ranks over the past 3 years without actually having added any additional cruisers. For those reasons, I'm asking for authorization to purchase six (6) 2025 Ford Explorer police cruisers. The price for the 6 cruisers would be \$268,596.00 through Anderson Ford.

- *Replacement for 612 (crashed)
- *Replacement for 624 (already sold at auction)
- *Replacement for 703 (crashed)
- *New cruiser 648 (will eventually replace 900)
- *New cruiser 649 (will eventually replace 901)
- *New cruiser 650 (will eventually replace 903)

I've also submitted a purchase request for five (5) 2025 Chevrolet Malibu sedans. Those cars are needed to replace one vehicle, 111, that was auctioned due to the many expensive repairs needed that exceeded it's actual worth, and because we simply don't have enough unmarked cars to account for our needs. They would likely be assigned as detailed below. The total cost would be \$112,500 through Husker Auto Group.

- *Replacement for Detective car 111 (already sold at auction)
- *New car for the Assistant Chief
- *New car for the Support Captain
- *New car for the PSO Sergeant
- *New car for the PSO/Recruiting Officer

Finally, I am asking for authorization to purchase (1) one Can Am Defender 6 seat, off road Utility Vehicle. The intended purposes include transporting officers and gear during emergency response situations and for use during special functions such as Bellevue Rocks, the Offutt Air Show, various parades and other community events. Total cost would be \$25,639.95 through Edwards Motorsports.

Cpt Kurt Stroehrer

Kurt Stroehrer

Date 10-3-24

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
10/15/2024

COUNCIL MEETING DATE: 10-15-24		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Unmarked Police Sedan Purchase

SYNOPSIS/BACKGROUND:

The Police Department needs 5 unmarked Chevrolet Malibu sedans to replace aging units, units already auctioned, and to account for additional personnel as the department grows. The "market-basket" price, based off State bid#15890 OC, is \$22,500 each.

FISCAL IMPACT?: \$112,500 BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: Fleet Purchase CIP PROJECT NUMBER: PO 25(2)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of the purchase request for 5 Chevrolet Malibu sedans for the Police Department.

ATTACHMENTS:

1. Husker Auto Group proposal
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
[Signature]
[Signature]



Vehicle: [Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL





Vehicle: [Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL

MSRP:W/A

Interior:Jet Black, Premium cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 1.5L turbo DOHC 4-cylinder DI

Transmission, Continuously Variable (CVT)

OPTIONS

CODE	MODEL	MSRP
1ZC69	[Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL	W/A
OPTIONS		
1FL	LS Preferred Equipment Group	\$0.00
A51	Seats, front bucket	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
H1T	Jet Black, Premium cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo.	\$0.00
LFV	Engine, 1.5L turbo DOHC 4-cylinder DI	\$0.00
MRG	Transmission, Continuously Variable (CVT)	\$0.00
QC7	Wheels, 16" (40.6 cm) aluminum	\$0.00
VK3	License plate bracket, front	W/A
SUBTOTAL		W/A
Adjustments Total		W/A
Destination Charge		W/A
TOTAL PRICE		W/A

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

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Data Version: 23583. Data Updated: Oct 1, 2024 6:47:00 PM PDT.



Vehicle: [Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Est Highway Cruising Range:N/A

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Attn: Kurt

Vehicle: [Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✓ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	W/A
Total Options	W/A
Vehicle Subtotal	W/A
Destination Charge	W/A
Grand Total	W/A

Prices Based off of 2024 M.Y. contract on state of NE
Market Basket pricing 15890.00 Rolled to 2025 M.Y.

Unit bid off of market basket
price on an ordered unit would
be \$ 22,500⁰⁰ per unit.

Colors are white, Mineral Gray, 3
Lake shore Blue.

Thank you
John Ames

Note* I have the units on the ground Now.

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Vehicle: [Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Selected Model and Options

MODEL				
CODE	MODEL			MSRP
1ZC69	2025 Chevrolet Malibu 4dr Sdn LS w/1FL			W/A

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
LFV	Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (163 hp [122 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MRG	Transmission, Continuously Variable (CVT) (STD)	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1FL	LS Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

WHEELS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QC7	Wheels, 16" (40.6 cm) aluminum (STD)	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (Complete)

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A51	Seats, front bucket (STD)	0.00 lbs	0.00 lbs	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H1T	Jet Black, Premium cloth seat trim	0.00 lbs	0.00 lbs	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VK3	License plate bracket, front (Included on orders with ship-to states that require a front license plate.) *PRICE TO FOLLOW*	0.00 lbs	0.00 lbs	W/A
Options Total		0.00 lbs	0.00 lbs	W/A

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Vehicle: [Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UE4) Following Distance Indicator, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (TQ5) IntelliBeam, (UHY) Automatic Emergency Braking and (UKJ) Front Pedestrian Braking

Mechanical

Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (163 hp [122 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)

Transmission, Continuously Variable (CVT) (STD)

Engine control, stop-start system

Axle, 5.10 final drive ratio

Front wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link, independent

Brakes, 4-wheel antilock, 4-wheel disc

Brake rotors, Duralife

Brake lining, high-performance, noise and dust performance

Brake, parking, electronic

Fueling system, capless

Fuel door, push open

Exterior

Wheels, 16" (40.6 cm) aluminum (STD)

Tires, P205/65R16 all-season, blackwall

Tire inflator kit

Headlamp control, automatic on and off

Headlamps, halogen

IntelliBeam, automatic high beam on/off (Included with (WPS) Chevy Safety Assist.)

Glass, acoustic, laminated, windshield

Mirrors, outside power-adjustable, manual-folding Black

Entertainment

Note
Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

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Vehicle: [Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Entertainment

Audio system feature, 6-speaker system
Display, 8" diagonal LCD touch screen
Wireless Apple CarPlay/Wireless Android Auto
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Antenna, Black

Interior

Seats, front bucket (STD)
Seat trim, Premium Cloth
Seat adjuster, driver 6-way manual
Seat adjuster, front passenger 6-way manual
Seat, rear 60/40 split-folding
Floor mats, carpeted front (Deleted when the following LPOs are ordered: PCH, PDH, RIA, VAV.)
Floor mats, carpeted rear (Deleted when the following LPOs are ordered: PCH, PDH, RIA, VAV.)
Steering wheel, 3-spoke
Steering column, tilt and telescopic
Steering wheel controls mounted controls for audio, phone and cruise
Driver Information Center, monochromatic display
Temperature display, outside
Warning indicator, front passenger seat belt
Windows, power with Express-Down on all
Door locks, power programmable
Keyless Start
Keyless Open, front doors includes extended range Remote Keyless Entry
Cruise control, electronic with set and resume speed
Remote panic alarm
Theft-deterrent system, content theft alarm
Power outlet, auxiliary, 12-volt
Air conditioning, single-zone manual
Air filter, cabin
Defogger, rear-window, electric

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Data Version: 23583. Data Updated: Oct 1, 2024 6:47:00 PM PDT.



Vehicle: [Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Interior

Mirror, inside rearview manual day/night
Visors, driver and front passenger vanity mirrors, covered
Assist handle, front passenger
Lighting, interior overhead courtesy lamp dual reading lamps and illuminated trunk area
Map pocket, front passenger seatback
Trunk cargo anchors

Safety-Mechanical

StabiliTrak, stability control system with brake assist includes Traction Control
Front Pedestrian Braking (Included with (WPS) Chevy Safety Assist.)
Automatic Emergency Braking (Included with (WPS) Chevy Safety Assist.)
Braking control, ECM grade

Safety-Exterior

Daytime Running Lamps, integral to headlamps

Safety-Interior

Airbags, 10 total, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail-mounted head-curtain for front and rear outboard seating positions includes Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)

Lane Keep Assist with Lane Departure Warning (Included with (WPS) Chevy Safety Assist.)

Following Distance Indicator (Included with (WPS) Chevy Safety Assist.)

Forward Collision Alert (Included with (WPS) Chevy Safety Assist.)

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

LATCH system (Lower Anchors and Tethers for CHildren) for child restraint seats

Door locks, rear child security

Trunk latch, safety, manual release

Tire Pressure Monitor System

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Data Version: 23583. Data Updated: Oct 1, 2024 6:47:00 PM PDT.



Vehicle: [Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 23583. Data Updated: Oct 1, 2024 6:47:00 PM PDT.



Vehicle: [Fleet] 2025 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 23563. Data Updated: Oct 1, 2024 6:47:00 PM PDT.



Vehicle Locator

Detail Report for Customer

HUSKER CHEVROLET

6833 TELLURIDE DRIVE, LINCOLN, NE, 68521

402-215-0288

Customer/Company: undefined

Sales Consultant:

Address: undefined

Vehicle #1: 2025 Chevrolet Malibu	VIN/Order #	MSRP	Stock #
	1G1ZC5ST5SF118458	\$25,895.00	MALIBU

Additional Vehicle Information

Body Style: 1ZC69-LS

PEG: 1FL-1FL Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H1T-Jet Black Cloth Interior Trim

Engine: LFV-Engine 4 cyl, 1.5L, Turbo

Transmission: MRG-Transmission, Automatic Continuously Var. Ratio

Options: 1FL-1FL Preferred Equipment Group

A51-Seats, Front Bucket

B34-Floor mats, front, carpeted

B35-Rear Floor Mats, Carpeted Insert

BTM-Push button start, keyless

D31-Mirror, Interior Rearview

D49-Exterior LH/RH Electric, Manual Folding Mirrors

FE9-Federal Emissions

GAZ-Summit White

H1T-Jet Black Cloth Interior Trim

IOR-Radio, Infotainment, 8" Color Touch-Screen

K34-Cruise Control Automatic, Electronic

KL9-Engine Control Stop/Start

KTI-Tire Inflator Kit

LFV-Engine 4 cyl, 1.5L, Turbo

MRG-Transmission, Automatic Continuously Var.

Ratio

N37-Steering Column Tilt, Telescoping

N45-3-Spoke Steering Wheel

PPW-Wireless Projection

QC7-Wheel, 16 x 7.0, aluminum

R83-Tire 16 inch, P205/65R

T8Z-Buckle to Drive

TDM-Teen Driver Mode

TQ5-Control Intelligent High Beam

U2J-XM Radio Not Installed

UDC-Display Instrument Driver Info Enhanced (One color grap

UE1-OnStar

UE4-Sensor Indicator Following Distance

UEU-Forward Collision Alert Sensor

UHX-Sensor Indicator Lane Keep Assist

UHY-Low Speed Forward Automatic Braking

UKJ-Braking, Front Pedestrian

UQF-Speaker system standard audio

UVB-Vision Rear View, Mono, HD Digital

VK3-License Plate bracket, front

VV4-Communication Equip Mobile Internet

Connectivity

WPS-Chevy Safety Assist

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

Bellevue Police Department

MEMORANDUM



To: Chief Clary

From: Cpt. Kurt Stroehrer

Date: 10-3-24

Re: 2025 CIP fleet purchase requests

Chief,

Regarding the 3 CIP fleet purchase requests I've submitted, I'd like to expand on the justifications just a bit for you, in case you should get inquiries.

Our marked cruiser fleet is currently stressed due to two of our cruisers having been totaled in the past year, 612 and 703, and because 624 had to be auctioned due to the cost of mechanical repairs needed being more than the car was actually worth. Not to mention the much needed bolstering of the patrol officer ranks over the past 3 years without actually having added any additional cruisers. For those reasons, I'm asking for authorization to purchase six (6) 2025 Ford Explorer police cruisers. The price for the 6 cruisers would be \$268,596.00 through Anderson Ford.

- *Replacement for 612 (crashed)
- *Replacement for 624 (already sold at auction)
- *Replacement for 703 (crashed)
- *New cruiser 648 (will eventually replace 900)
- *New cruiser 649 (will eventually replace 901)
- *New cruiser 650 (will eventually replace 903)

I've also submitted a purchase request for five (5) 2025 Chevrolet Malibu sedans. Those cars are needed to replace one vehicle, 111, that was auctioned due to the many expensive repairs needed that exceeded it's actual worth, and because we simply don't have enough unmarked cars to account for our needs. They would likely be assigned as detailed below. The total cost would be \$112,500 through Husker Auto Group.

- *Replacement for Detective car 111 (already sold at auction)
- *New car for the Assistant Chief
- *New car for the Support Captain
- *New car for the PSO Sergeant
- *New car for the PSO/Recruiting Officer

Finally, I am asking for authorization to purchase (1) one Can Am Defender 6 seat, off road Utility Vehicle. The intended purposes include transporting officers and gear during emergency response situations and for use during special functions such as Bellevue Rocks, the Offutt Air Show, various parades and other community events. Total cost would be \$25,639.95 through Edwards Motorsports.

Cpt Kurt Stroehrer Cpt. K. Stroehrer Date 10-3-24

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
10/15/2024

COUNCIL MEETING DATE: 10-15-24		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Police Utility Vehicle Purchase

SYNOPSIS/BACKGROUND:

The Police Department needs an off-road capable utility vehicle to transport officers and gear during emergency response situations and for special functions such as Bellevue Rocks, the Offutt Air Show, various parades and other community events. Vehicle to be purchased from Edwards Motorsports, Council Bluffs, Iowa.

FISCAL IMPACT: \$25,637.95 BUDGETED FUNDS?: yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: Fleet Purchase CIP PROJECT NUMBER: PO 25(2)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend the approval of the purchase request for a Can Am Defender UTV for the Police Department.

ATTACHMENTS:

- 3 competing bids
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Willis
[Signature]
[Signature]

Edwards Motorsports, LLC.
 1010 34th Ave
 Council Bluffs IA 51501
 712-366-8400

09/18/2024
 1:15 PM

BELLEVUE POLICE DEPARTMENT
 1510 WALL ST
 BELLEVUE NE 68005
 H 402-682-6604 W

Buyer's Order

Date 09/13/2024
 Order No.
 Salesman

C 402-682-6604

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price
New	2025	CAN-AM			TEMP	\$21,399.00

Options:

REAR WINDOW KIT UR, FLIP GLASS WINDSHIELD ASSEMB \$3,111.95 D

Manufacturer Retail Price	\$0.00
	(\$21,399.00)
Dealer Unit Price	\$21,399.00
Added Accessories	3,111.95
Non-Installed Accessories	0.00
Freight	\$449.00
Dealer Prep	\$499.00
BONUS BUCKS	\$0.00
REBATE	\$0.00
Battery Warranty	\$0.00
Service Contract	\$0.00
Property / Liability	\$0.00
Maintenance	\$0.00
GAP	\$0.00
Registration Fee	\$0.00
Title	\$0.00
Lien Fee	\$0.00
Electronic Reg & Titling Fee	\$0.00
Tire and Wheel	\$0.00

Cash Price	\$25,458.95
Trade Allowance	\$0.00
Payoff	\$0.00

Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$25,458.95
Sales Tax	\$0.00
Documentation Fee	\$179.00

Total Other Charges	\$179.00
Sub Total (Net Sale + Other Charges)	\$25,637.95
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$25,637.95

Notes:

Trade Information

Monthly Payment of

For 1 Months

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

9/12/24, 4:05 PM

Dealership Performance 360 CRM V2

Date: 09/12/2024

Invoice #:

Salesperson: Caden Stutzman

Email: caden.stutzman@elwaypowersports.com



Customer Information			
Customer:	Bellevue Police Jay	Co-Buyer:	
Address:			Phone:
City:	State:	Zip:	Cell: (402) 637-5801
E-Mail:	County:	Work:	Home:

Description of Purchase Vehicle 1

Year: 2025	Make: Can-Am	Model: DEFENDER MAX XT HD10
VIN:	Stock #: NIS	Mileage: Color: Black Weight:

Optional Equipment & Accessories	Price
Windshield	\$ 1,499.99
Rear panel	\$ 589.99
Side mirrors	\$ 219.99
Rear View	\$ 99.99
Front Hitch	\$ 119.99
Labor 2.325 Hrs	\$ 416.18
	\$
	\$

Selling Price Summary	
MSRP	\$ 23,499.00
Selling Price	\$ 23,499.00
Doc Fees	\$ 174.00
Parts and Labor	\$ 2,946.13
Freight	\$ 995.00
Prep/Recond	\$ 387.00
Commodity	\$
Cash Price	\$ 28,001.13
Trade Allowance	\$
Payoff	\$
(Less) Trade Equity	\$ 0.00
Net Sale (Cash Price - Trade Equity)	\$ 28,001.13
Tax % 0.00 <input type="checkbox"/> Tax Exempt Tax	\$ 0.00
Title/License/Registration Fees	\$
Rebate	\$
Total Other Charges	\$ 0.00
Sub Total (Net Sale + Other Charges)	\$ 28,001.13
(Less) Available	\$ -1,803.00
Rebates	\$
(Less) Deposit	\$ -0
(Less) Down Payment	\$ -0
Amount to Pay/Finance	\$ 26,198.13

Trade - Subject to appraisal RATING 1 2 3 4 5

Year _____ Make _____

Model _____

VIN # _____

Odometer _____

Allowance _____ Payoff _____

Lender _____

Acct # _____

Notes

Quote valid until: _____

 Manager Signature Salesperson Signature Buyer Signature Date

I understand that anything quoted above can change, at any given time, for any reason, whether it be availability, manufacturer rebate(s), or error.
 *Destination Charges will vary by manufacturer, make, and model.



2025

DEFENDER MAX XT

0008msh00

\$23,499.00

Vehicle Options

\$0.00

Accessories

\$2,539.95

\$26,038.95

KEY FEATURES

- Defender MAX DPS top features
- 4,500-lb winch
- HMWPE full skid plate
- VERSA-PRO bolster bench seat with reinforced XT seat skin and adjustable driver seat
- XT Front bumper

VEHICLE OPTIONS

COLOR



Stealth Black

ENGINE

**HD10****ACCESSORIES (12)****CVT Air Intake Relocation Kit**

703501210

1x Included with Vehicle

**Can-Am HD 4500 winch**

710007030

1x Included with Vehicle

**Higher Front Receiver Hitch**

715003109

1x Additional Accessory

\$129.99**Winch Harness**

715008152

1x Included with Vehicle

**Flip Glass Windshield**

715002942

1x Additional Accessory

\$1,499.99**Panoramic Center Mirror**

715003638

1x Additional Accessory

\$99.99**Rear Glass Window**

715007079

1x Additional Accessory

\$589.99



Side Mirrors
715008100
1x Additional Accessory

\$219.99



Sport Roof
715003038
1x Included with Vehicle



Removable Storage Bin - Passenger
715003314
1x Included with Vehicle



Removable Storage Bin
715004344
1x Included with Vehicle



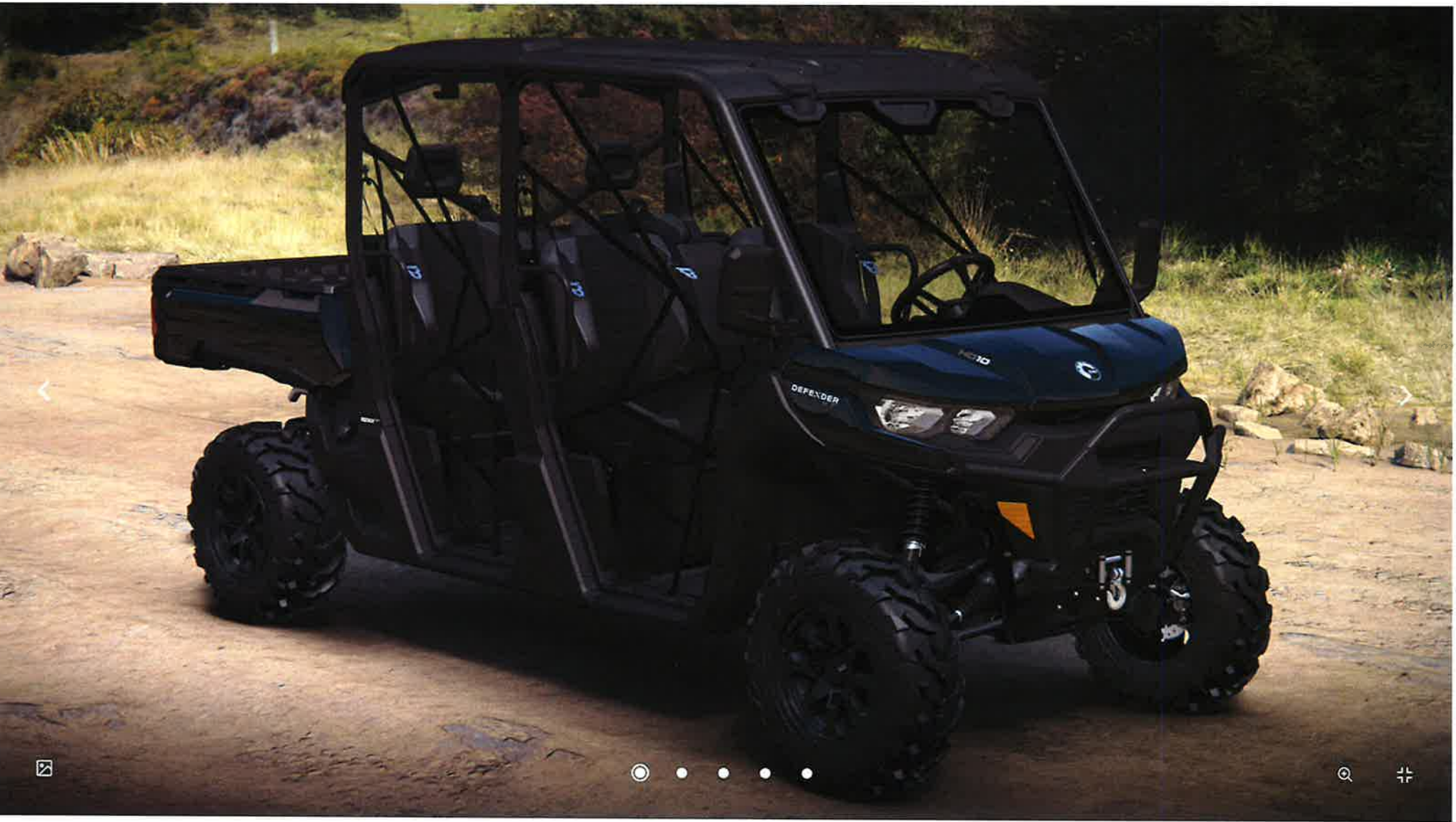
Front Bumper
715005754
1x Included with Vehicle

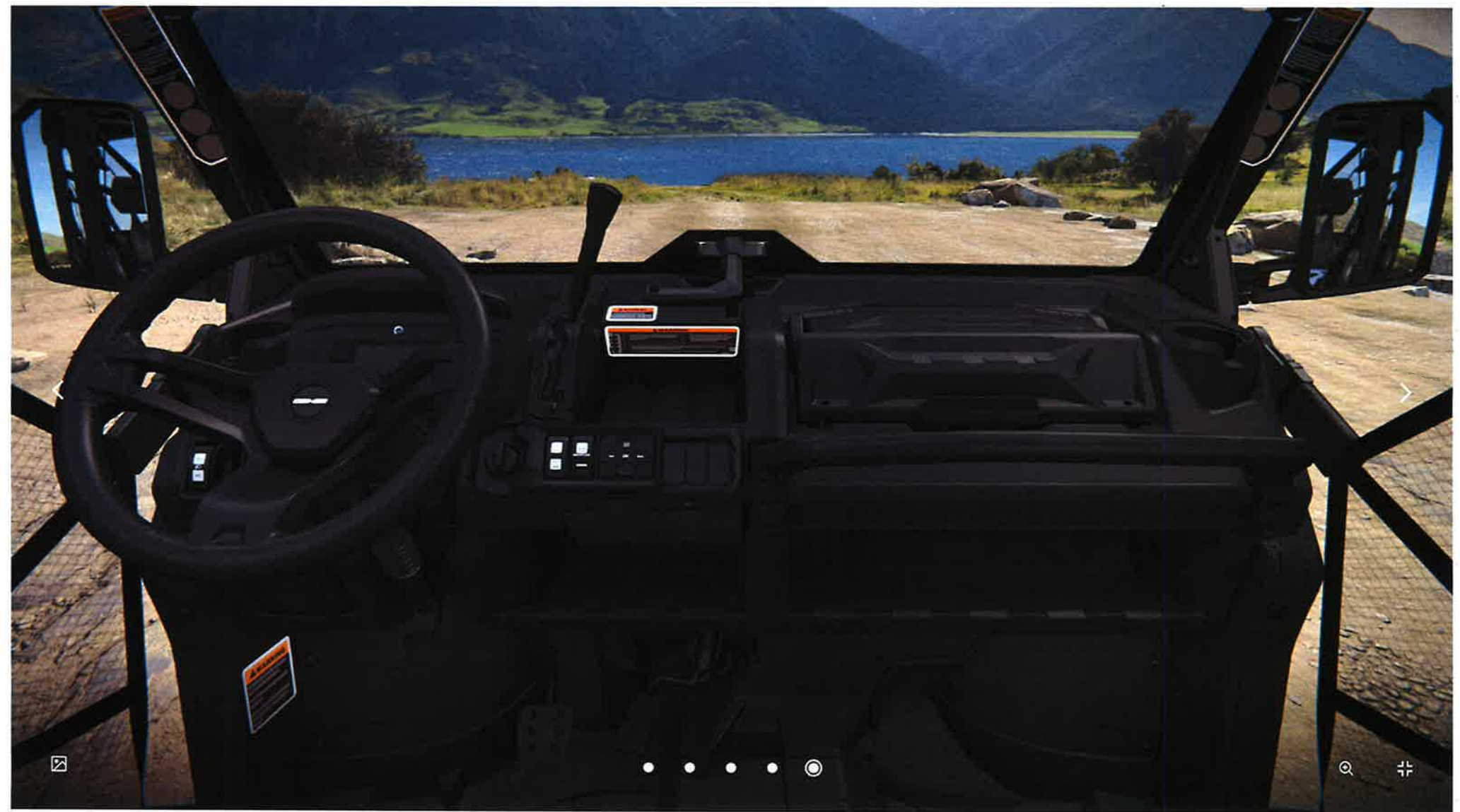
Total MSRP \$26,038.95



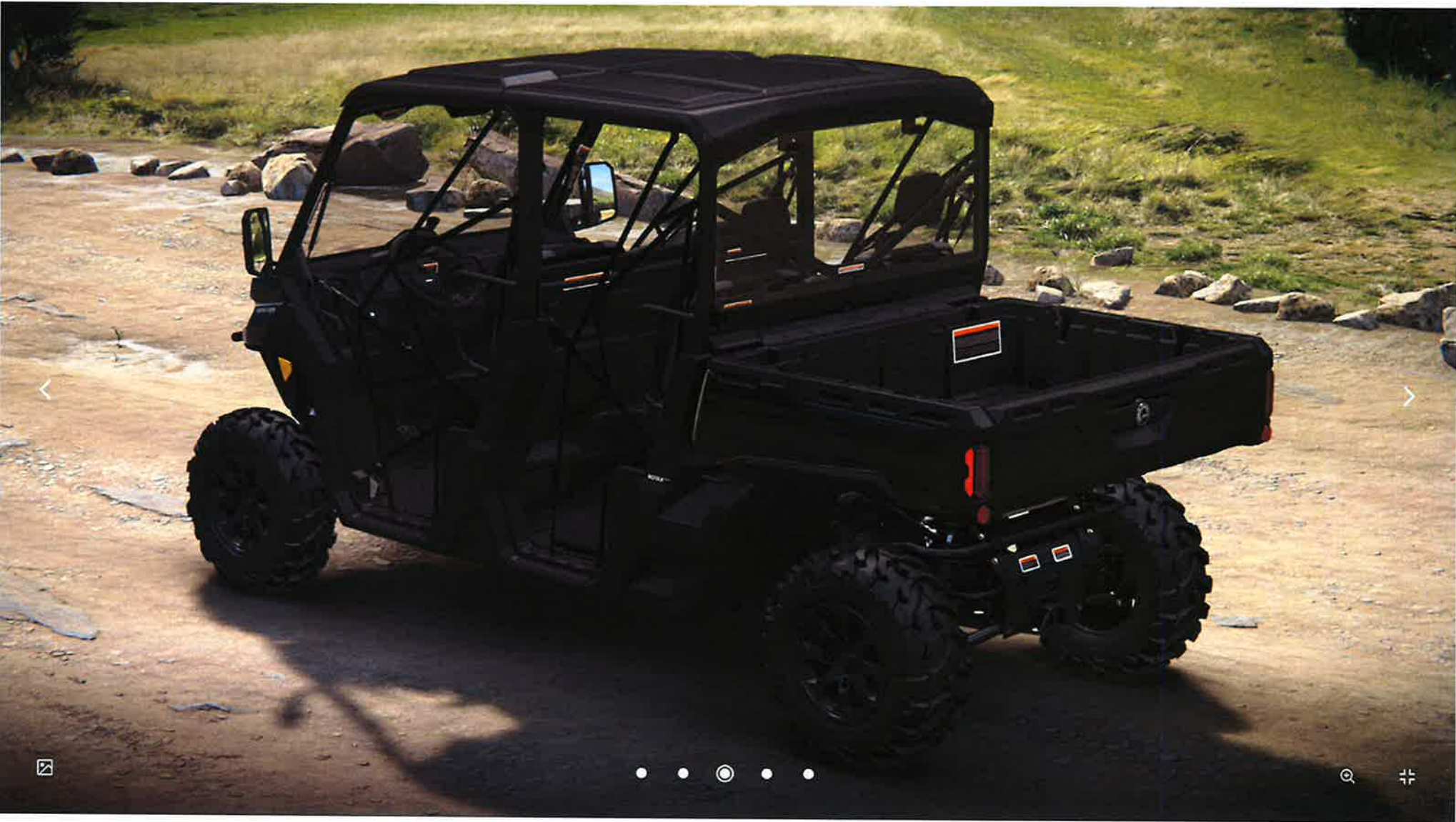
BUILD CODE: 6A9W18

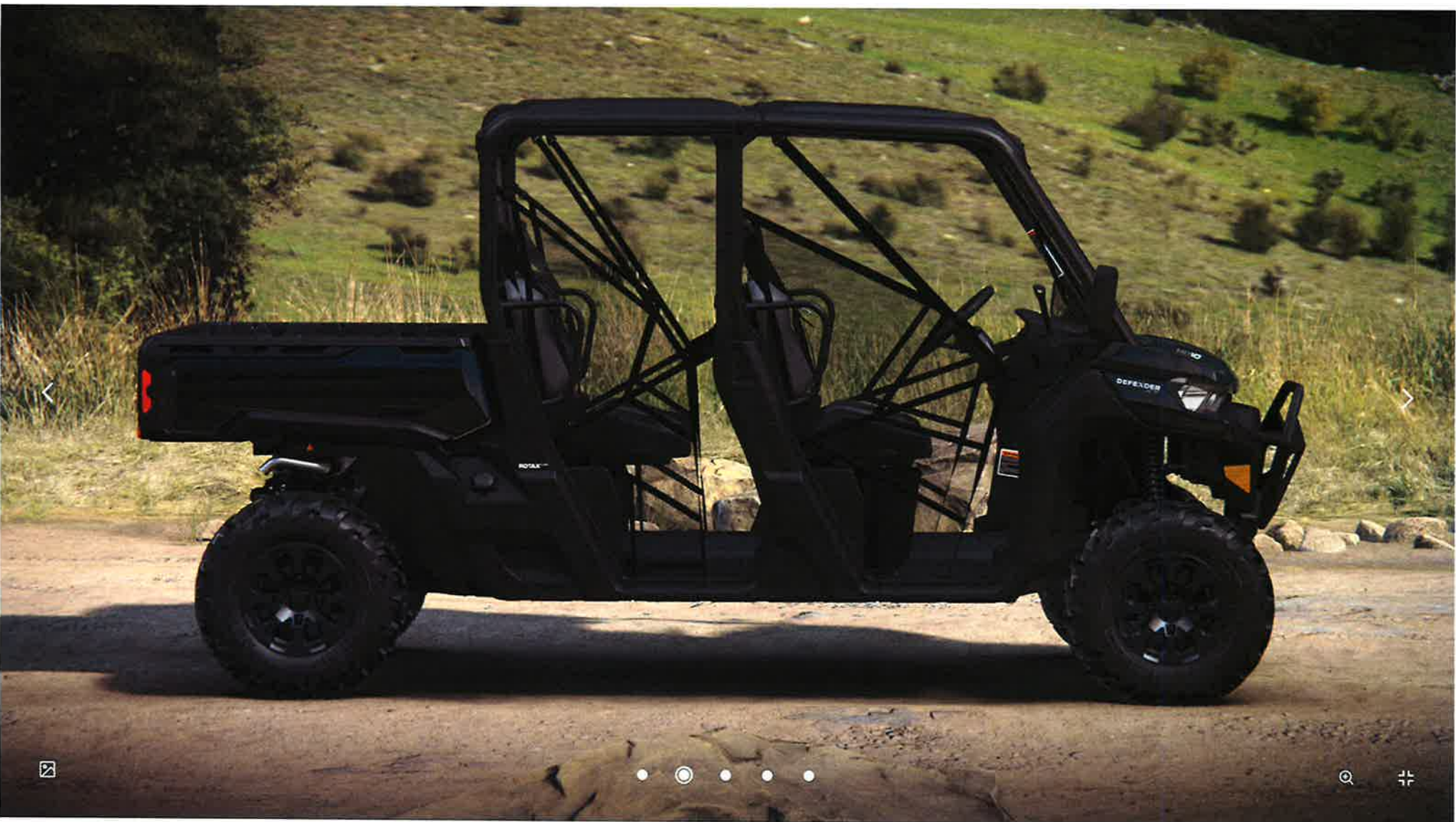
Scan the QR code to see your build on any digital device











Leisure Life Sports

Quote # 3365



9004 S. 145th St.
Omaha, NE 68138
(402) 333-0655

Sales Person: Kyle Branecki

Date: 09/12/2024

Buyer: Bellevue Police
1510 Wahl St, Bellevue, NE (Sarpy)
68005 - kurt.stroeher@bellevue.net

Stock#	Unit	VIN	Mi/Hrs	Price
	New 2025 Can-Am Defender MAX XT HD10 (Stealth Black)		0	\$23,499.00
Total Unit(s) Price:				\$23,499.00

Requested Parts & Accessories:			
Part #	Part Description	Qty	Total Sale Amount
715002942	FLIP GLASS WINDSHIELD ASSEMBLY	1.000	\$1,350.00
715007079	REAR WINDOW KIT UR	1.000	\$531.00
715008100	SIDE MIRROR KIT	1.000	\$198.00
715003638	PANORAMIC CENTER MIRROR KIT	1.000	\$90.00
715002519	LOWER FRONT RECEIVER HITCH KIT	1.000	\$108.00
MISC	Installation Estimate	1.000	\$139.00
			\$2,416.00

Incentives:	
Description	Total Amount
Boys In Blue Discount	\$500.00
	\$500.00

Invoice Summary	
Total Unit(s) Price:	\$23,499.00
Total Freight:	\$1,095.00
Total Set-Up:	\$0.00
Total Other:	\$0.00
Total F&I:	\$0.00
Total Parts:	\$2,416.00
Total Service:	\$0.00
Sales Tax:	\$0.00
Doc Fees:	\$99.00
Other Fees:	\$0.00
Total Sale Price:	\$27,109.00
Trade-In Allowance:	\$0.00
Trade-In Payoff:	\$0.00
Trade-In Value:	\$0.00
Cash Back:	(\$500.00)
Down Payments:	\$0.00
Balance Due:	\$26,609.00

Leisure Life Sports

Quote # **3365**



9004 S. 145th St.
Omaha, NE 68138
(402) 333-0655

Sales Person: Kyle Branecki

Date: 09/12/2024

Buyer: Bellevue Police
1510 Wahl St, Bellevue, NE (Sarpy)
68005 - kurt.stroeher@bellevue.net

Customers note that the vehicle is being sold "AS IS" by the selling dealer. Should the manufacturer warranty apply to this vehicle, it is directly offered by the manufacturer to the customer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Buyer shall not be entitled to recover from the selling dealer and consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Buyer: _____ Date: ____/____/____

Co-Buyer: _____ Date: ____/____/____

Dealer: _____ Date: ____/____/____

Bellevue Police Department

MEMORANDUM



To: Chief Clary

From: Cpt. Kurt Stroehrer

Date: 10-3-24

Re: 2025 CIP fleet purchase requests

Chief,

Regarding the 3 CIP fleet purchase requests I've submitted, I'd like to expand on the justifications just a bit for you, in case you should get inquiries.

Our marked cruiser fleet is currently stressed due to two of our cruisers having been totaled in the past year, 612 and 703, and because 624 had to be auctioned due to the cost of mechanical repairs needed being more than the car was actually worth. Not to mention the much needed bolstering of the patrol officer ranks over the past 3 years without actually having added any additional cruisers. For those reasons, I'm asking for authorization to purchase six (6) 2025 Ford Explorer police cruisers. The price for the 6 cruisers would be \$268,596.00 through Anderson Ford.

- *Replacement for 612 (crashed)
- *Replacement for 624 (already sold at auction)
- *Replacement for 703 (crashed)
- *New cruiser 648 (will eventually replace 900)
- *New cruiser 649 (will eventually replace 901)
- *New cruiser 650 (will eventually replace 903)

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- *New car for the PSO/Recruiting Officer

Finally, I am asking for authorization to purchase (1) one Can Am Defender 6 seat, off road Utility Vehicle. The intended purposes include transporting officers and gear during emergency response situations and for use during special functions such as Bellevue Rocks, the Offutt Air Show, various parades and other community events. Total cost would be \$25,639.95 through Edwards Motorsports.

Cpt Kurt Stroehrer

Date

10-3-24

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
10/15/2024

COUNCIL MEETING DATE: 10/15/2024		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Motorola In-car video systems and body cameras

SYNOPSIS/BACKGROUND:

The Police Department currently uses older In-car video systems and body cameras that are no longer supported and need replaced.

FISCAL IMPACT: \$87,398.95 BUDGETED FUNDS: Yes GRANT/MATCHING FUNDS: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: No

CIP PROJECT NAME: Technology Update CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 6410 ACCOUNT NUMBER:


RECOMMENDATION:

Recommend approval to purchase Motorola In-car video recording systems and body cameras.

ATTACHMENTS:

- 1. Motorola Quote 2772966
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Billing Address:
 BELLEVUE POLICE DEPT, CITY
 OF
 1500 WALL ST
 BELLEVUE, NE 68005
 US

Shipping Address:
 BELLEVUE POLICE DEPT, CITY
 OF
 206 INDUSTRIAL DR
 BELLEVUE, NE 68005
 US

Quote Date:08/30/2024
Expiration Date:11/28/2024
Quote Created By:
 Joshua Medeiros
 Regional Sales Manager - Video, IA/NE
 Josh.Medeiros@
 motorolasolutions.com
 402.269.6932

End Customer:
 BELLEVUE POLICE DEPT, CITY OF
 Matt Hoffman

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
M500							
1	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	8		\$7,518.75	\$6,015.00	\$48,120.00
2	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5G HZANT	8		\$410.00	\$328.00	\$2,624.00
3	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/ CAMVR POST 2020+EXPL	8		Included	Included	Included
V700							
4	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	25		\$1,612.50	\$995.00	\$24,875.00
5	WGA00668-KIT	V700 LOCKING MOLLE MNT WITH BWC BOX	10		Included	Included	Included
6	WGB-0138A	TRANSFER STATION, 8 SLOTS, FOR V300/V700 BWC	2		\$1,868.75	\$1,495.00	\$2,990.00
7	WGA00635-KIT2	V300/V700, WIFI DOCK VHCL CHGR/UPLD KIT FOR M500 W/O SPS	20		\$406.25	\$325.00	\$6,500.00
8	SWV07S03593A	SOFTWARE ENHANCEMENTS	25	3 YEAR	Included	Included	Included



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
9	LSV07I03510A	ESSENTIAL SOFTWARE SUPPORT AND HARDWARE REPAIR	25	3 YEAR	Included	Included	Included
10	WGP02697-KIT	V700 SHIRT CLIP MOUNT WITH BWC BOX	15		Included	Included	Included
11	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	16		\$137.50	\$110.00	\$1,760.00
12	WGA00640-KIT1	V300/V700, DESKTOP USB DOCK CHGR/UPLD KIT	3		\$250.00	\$176.65	\$529.95

Grand Total **\$87,398.95(USD)**



Pricing Summary

	Payment Term	Upfront Sale Price
Upfront Costs*		
		\$87,398.95
Sub Total:		\$0.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)		\$87,398.95

**Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.*

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
 - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.



- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.



- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



1.5. DOCKING STATIONS

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.



1.6. MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798

WGA00669

WGA00668

WGP02697

WGP03088

WGP03085



Magnetic
Center Shirt
Mount



Tek-Lok Belt
Mount



Molle Locking
Mount



Shirt
Clip



Heavy
Jacket Clip



Heavy Jacket
Magnetic Mount



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10-15-24		SUBMITTED BY: Chief Clary	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Purchase of 25 Motorola portable police radios

SYNOPSIS/BACKGROUND:

The Bellevue Police Department will replace 25 aging, unsupported portable police radios.

FISCAL IMPACT: \$185,294.50 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Technology Update

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of the purchase of 25 portable police radios for the police department.

ATTACHMENTS:

1. Quote for radios	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Jimmi Bontalillo
[Signature]



BELLEVUE POLICE DEPT, CITY OF

10/02/2024

10/02/2024

BELLEVUE POLICE DEPT, CITY OF
1500 WALL ST
BELLEVUE, NE 68005

Dear Steven Wisnieski,

Motorola Solutions is pleased to present BELLEVUE POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide BELLEVUE POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Bob Stephany at bobs@firstwirelessinc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Bob Stephany

Motorola Solutions Manufacturer's Representative

Billing Address:
 BELLEVUE POLICE DEPT, CITY
 OF
 1500 WALL ST
 BELLEVUE, NE 68005
 US

Quote Date:10/02/2024
 Expiration Date:12/01/2024
 Quote Created By:
 Bob Stephany
 bobs@firstwirelessinc.com

End Customer:
 BELLEVUE POLICE DEPT, CITY OF
 Steven Wisnieski
 steven.wisnieski@bellevue.net
 402-293-6591

Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	25		\$9,479.00	\$6,635.30	\$165,882.50
1a	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	25				
1b	QA08853AA	ADD: CPS ENABLEMENT	25				
1c	BD00040AB	PROVISIONING NON-FEDERAL BUNDLE	25				
1d	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	25				
1e	H499KC	ENH: SUBMERSIBLE (DELTA T)	25				
1f	QA03399AK	ADD: ENHANCED DATA	25				
1g	BD00001AA	ADD: CORE BUNDLE	25				
1h	Q387CB	ADD: MULTICAST VOTING SCAN	25				
1i	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	25				
1j	BD00010AB	ADD: SECURITY BUNDLE	25				



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Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1k	Q53BF	ADD: FRONT PANEL PROGRAMMING & CLONING	25				
1l	QA07680AA	ADD: MULTI SYSTEM OTAR	25				
1m	H38DA	ADD: SMARTZONE OPERATION	25				
1n	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	25				
1o	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	25				
1p	QA00580BA	ADD: TDMA OPERATION	25				
1q	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	25				
1r	QA09001AM	ADD: WIFI CAPABILITY	25				
1s	QA09028AA	ADD: VIQI VC RADIO OPERATION	25				
1t	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	25				
1u	Q15AK	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	25				
1v	Q361CD	ADD: P25 9600 BAUD TRUNKING	25				
1w	QA09113AA	ADD: BASELINE RELEASE SW	25				
2	LSV01S03060A	APX N70 DMS ESSENTIAL	25	3 YEARS	\$205.92	\$205.92	\$5,148.00
3	PMLN8371A	CARRY ACCESSORY-HOLSTER,APX N70 CLASSIC HOLSTER	25		\$37.80	\$26.46	\$661.50
4	PMMN4128A	RM780 IMPRES WINDPORTING REMOTE SPEAKER MICROPHONE, LARGE (IP68)	25		\$172.80	\$120.96	\$3,024.00
5	PMNN4817A	BATT IMPRES 2 LIION IP68 4400T	25		\$248.05	\$173.64	\$4,341.00
6	PMPN4604A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	25		\$207.14	\$145.00	\$3,625.00
	APX™ Radio Management	RADIO MANAGEMENT					



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
7	T7913A	RADIO MANAGEMENT OFFLINE	1		\$110.00	\$104.50	\$2,612.50
7a	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	25				

Grand Total**\$185,294.50(USD)**

Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$180,146.50	
Upfront Subscription Fee				
	APX™ N70	Annually	\$1,716.00	
Sub Total:			\$181,862.50	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	APX™ N70	Annually	\$1,716.00	\$1,716.00
Year 3 Subscription Fee				
	APX™ N70	Annually	\$1,716.00	\$1,716.00
Sub Total:				\$3,432.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$185,294.50

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/product-terms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



APX N70 PORTABLE RADIO SOLUTION DESCRIPTION

OVERVIEW

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

DURABLE AND EASY TO USE

The APX N70 enhances operations with a full color transfective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure—it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.



Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APX N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new



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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, via secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70’s faster provisioning process.



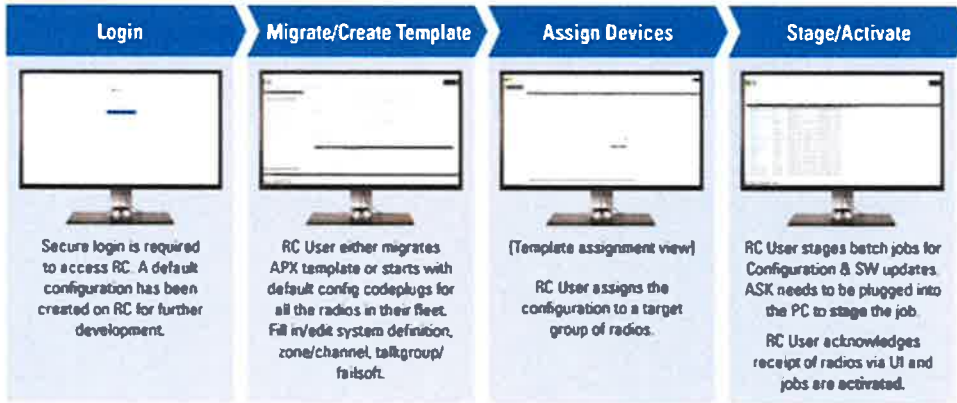


Figure 1: APX N70 Provisioning via Radio Central



APX N-SERIES DEVICE MANAGEMENT SERVICES - ESSENTIAL STATEMENT OF WORK

OVERVIEW

Device Management Services (“DMS”) efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and Customer (“Customer”).

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HARDWARE REPAIR

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer’s firmware version.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents the time a product spends in the repair process, and does not include time in transit to and from the Customer’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

CUSTOMER RESPONSIBILITIES

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
 - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
 - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.



- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

LIMITATIONS AND EXCLUSIONS

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
 - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
 - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
 - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
 - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DEVICE TECHNICAL SUPPORT

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

CUSTOMER RESPONSIBILITIES

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

LIMITATIONS AND EXCLUSIONS

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

CUSTOMER RESPONSIBILITIES

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10.15.2024		SUBMITTED BY: Public Works/Street 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:

Replace Street Department Street Sweeper #252, 2014 Elgin Pelican

SYNOPSIS/BACKGROUND:

FY 2024-2025 budgeted equipment replacement.
Street Department will be seeking authorization to trade in its 2014 Elgin Pelican and purchase a new Elgin unit based on MN CVP contract pricing, MNDOT State Bid Contract #: S-854(5), MacQueen Equipment Contract No. 190619.

FISCAL IMPACT:: \$269,406.50 BUDGETED FUNDS?: Y 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: CIPST25(10) - Operations, Equipment CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: 15-Streets ACCOUNT NUMBER: 7100 - Equipment

RECOMMENDATION:

Approve purchase of new equipment and trade.

ATTACHMENTS:

- MN contract Elgin PelicanNP summarized NOV 10-1-24
- Memorandum
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Williams
[Signature]
[Signature]

October 1, 2024

City of Bellevue
Bellevue, NE

A proposal has been generated based off of the MNDOT State Bid Contract #: S-843(5) Swift Event No.G0210-2000015158 for a Elgin Pelican NP street sweeper with the enhancements your department has deemed necessary. MacQueen Equipment Contract No. 190619.

The attached proposal lists all the options that make up the combined purchase price, shown matching the Minnesota State Contract pricing. The final sections explain the special terms and training, availability, and warranty for the proposed machine.

This proposal is for a November 2024 factory production sweeper. Thank you for this opportunity to submit this proposal on behalf of your equipment needs.

Sincerely,



Jason Hurt
District Sales Manager
MacQueen Equipment
402-890-5363





*Proposal includes: One (2) 2024 **Elgin Pelican NP** Street Sweeper with your requirements. Pricing is from the MNDOT State Bid Contract S-843(5) bid pricing, Contract No. 190619. STD indicates standard option.

Street Sweeper

3.0) Elgin Pelican NP Base Unit

3.1.28) Price for base unit: \$277,814.00

3.2) Engine, Electric Motor and/or Powertrain Options

3.2.1) Battery Disconnect: STD

3.2.2) Hydraulic Level and Temp Shutdown: STD

3.4) Lights/Cab Exterior Options

3.4.1) LED Strobe w/ Wiring and Guard: STD

3.4.3) Front Light Mounting Rail, Wiper Guard (Rail Only): \$855.00

3.4.5) LED Stop/Tail/Turn/Clearance: STD

3.4.6) LED Lights in Battery Cover: \$1,590.00 *Dealer installed.*

3.4.7) Right Hand Limb Guard; \$1,660.00

3.4.9) Two Rear Floods & Backup Light: STD

3.5) Hopper Accessory Options:

3.5.1) Hopper Spray in Liner: \$5,340.00

3.6) Water System Options

3.6.1) Lower Roller Washout: STD

3.7) Cab Accessories/Options

3.7.1) AM/FM Radio CD Player w/ Map Lights: STD

3.7.2) High Back Air Ride Seat: \$1,270.00

3.7.3) Heated Motorized Mirrors: \$1,615.00

3.7.4) Rear View Camera System: STD

3.7.6) Broom Tilt with Position Indicator: \$2,420.00/side. \$4,840.00 *LH Dealer installed.*

3.8) Sweeper Options

3.8.1) Dual Gutter Broom: \$14,769.00

3.8.2) Double Wrap Mainbroom: \$1,407.00 *Added Option*

3.11) Delivery

Delivery from Lincoln, NE @ \$5.5/mile- 51 Miles: \$280.50

Non-Contract Items:

Greaseable Dirt Shoes: \$140.00 *Added Option*

In-Cab Air Restriction Gauge: STD *Added*

Premium Radiator/Heater Hoses: \$356.00 *Added Option*

LED Clearance Lights: \$370.00 *Added Option*

3.0) Pricing Summary- Combined MNDOT State Bid Pricing

PURCHASE PRICE: (1) NEW ELGIN Pelican NP Sweeper: \$312,306.50

USED TRADE-IN VALUATION:

2014 Elgin Pelican w/ 2,654 hours, Trade Value: \$42,900.00

New sweeper w/ trade-in: \$269,406.50

Terms and Training, Availability, and Warranty:

Training: MacQueen Equipment will provide up to 2 Days of operator/maintenance training for city employees upon delivery of the unit on-site. A follow-up training will be provided as well. Elgin/Dealer will also provide for all city employees, a Mechanics training course (3-4 day) factory led class at Elgin Sweeper Co. at no course cost to the city. Meals, lodging, and transportation costs are not included.

Delivery: Estimated December 2024


Warranty: Elgin Warranty-1 Year on Complete Unit- 2 Year Warranty on JD Engine

Payment Terms: Invoice Due 30 Days after delivery. Trade-in's in current functionality & condition.

Note: Quoted prices are based on current costs and therefore subject to change with written notice to account for pricing changes beyond seller's control.



MEMORANDUM

To: Dave Goedecken Public Works Director
From: Bobby Riggs  Street Superintendent
Subject: Elgin Pelican sweeper replacement
Date: October 3, 2024

Part of the approved FY24-25 budget and CIP included a detailed listing of all known and planned replacements for the year.

MacQueen Equipment prepared a detailed proposal which has been previously emailed, to replace the department's 2014 Elgin Pelican with a current-year model and trade in the old sweeper. This is demonstrated in the document, which is based on current awarded CPV contract, less the trade value, and is reflected in the final purchase price of \$269,406.50.

I would like to have this item placed on the October 15th, 2024, Council agenda.

Approval of the proposal now would ensure a favorable build date which would enable the department to utilize the replacement equipment in the heavy spring sweeping season.



We Influence The World!

City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

MEMORANDUM

To: Bobby Riggs
From: Todd Jarosz
Subject: ST252 Sweeper Replacement
Date: 10-8-2024

Street sweepers operate in some of the harshest of environments. ST252 has had many of costly repairs and a considerable amount of down time. ST252 is a 2015 Elgin Pelican Sweeper with 2665 hours on it. Sweepers fall in the heavy equipment replacement criteria of 10-12 years or high maintenance cost. ST252 falls into both categories and has high unit hours.

As previously stated ST252 meets the replacement criteria it has high maintenance costs and is facing many more costly repairs in the short future. It is my recommendation to replace ST252 with a like sweeper when budget allows. The current ST252 has been given a trade in value by the dealer and may be traded in to help lower purchasing cost.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 15, 2024		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Master Agreement Work Order #2 for Professional Services for City of Bellevue Entertainment District

SYNOPSIS/BACKGROUND:

Olsson will provide Scope of Service for the City of Bellevue Entertainment District project location at NW Corner of HWY 5 and Hidden Valley Road to include Project Management and Coordination; Master Engineering Study; Master Planning and Conceptual Grading and Infrastructure concepts; Topographic Survey; Geotechnical Survey; Environmental Assessments; Preliminary and Final Platting; and Grading, SWPPP and PCSMP Plans, Traffic Study.

FISCAL IMPACT:: \$265,990.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Master Agreement Work Order #2 for Professional Services for City of Bellevue Entertainment District

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: City of Bellevue Entertainment District

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:

City Council approve and authorize the Mayor to sign the Master Agreement Work Order #2 between the City of Bellevue and Olsson for the City of Bellevue Entertainment District not to exceed the amount of \$265,990.00 which is a total of \$597,540.00 (Work Order #1 & Work Order #2)

ATTACHMENTS:

1. Work Order #2	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Daniel Phillips
[Signature]
[Signature]



MASTER AGREEMENT WORK ORDER #2

This exhibit dated October 1, 2024 is hereby attached to and made a part of the Master Agreement for Professional Services dated August 15, 2024 between the City of Bellevue (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

PROJECT DESCRIPTION AND LOCATION

Project Name: City of Bellevue Entertainment District

Project Location: NW Corner of Hwy 75 and Hidden Valley Road

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PROJECT MANAGEMENT & COORDINATION

Project Management

Olsson shall project management services, which shall include the following duties of the project manager:

- Serve as the Client’s primary point of contact for the project.
- Provide oversight of all Olsson teams performing the scope of services to ensure completeness of project deliverables and that the Client’s expectations are being met.
- Provide a master project schedule at the beginning of the project and maintain a current schedule throughout the project.
- Provide bi-weekly status updates to the Client for key project activities/milestones.
- Provide monthly invoices to the city based on the % of work completed.
- Attend meetings with the Client, key project stakeholders, and third parties necessary for successful completion of the project (see scope below).

PHASE 1 DUE DILIGENCE

Traffic Impact Study

Olsson will complete a traffic study for the following scenarios:

- Existing Conditions
- Existing plus Development Conditions
- 2050 Conditions

- 2050 plus Development Conditions

The study will generate and distribute proposed trips; complete warrant, capacity, and queuing analysis; and recommend any needed mitigations. Tasks to complete the study include the following:

- **Task Management**
 - Respond to project related phone calls, emails, and communication.
 - Manage staff internally for the basis of project.
 - Coordination and meetings related to site master planning efforts.
 - Submittal QA/QC reviews.
- **Traffic Counts** - Vehicular traffic count data collected as part of the Fort Crook Road & Fairview Road Planning Study (September 2024) will be used for this traffic study. Eight-hour (6:00 AM to 1:00 PM and 3:00 PM to 6:00 PM) turning movement counts were collected on typical weekdays at the following intersection(s):
 - Platteview Road and Hidden Valley Drive (February 22, 2024)
 - 10th Street and Hidden Valley Drive (February 15, 2024)
 - US-75 Southbound Ramp and Hidden Valley Drive/US-34 (February 29, 2024)
 - US-75 Northbound Ramp and US-34 (February 15, 2024)
- **Crash Summary** - Olsson will obtain crash history data for the study area from the City of Bellevue Police Department and NDOT. The most recent three-years of available data will be queried (assumed to be 2021 – 2023). Crash history data will be broken down into intersection related crashes and non-intersection related crashes and will be evaluated to identify potential trends at the study intersections. Crash patterns will be categorized by crash severity and crash type. A crash diagram will be prepared to highlight and summarize the data. This will help in the determination of potential intersection control recommendations.
- **Site Investigation** - Olsson will investigate the roadway system surrounding the proposed development to determine existing conditions such as intersection geometrics, intersection and driveway spacing, and existing traffic control. Intersection sight distance will not be field measured. This includes a general review of the sidewalk network, bicycle accommodations, and existing transit routes adjacent to the planned development.
 - Additionally, a review of planned multimodal connections identified in the City's ongoing Transportation Master Plan project will be conducted.
- **Trip Generation/Distribution** - Trip generation will be estimated for typical daily, AM, PM, and weekend peak hour traffic based on the ITE Trip Generation Manual, most recent edition. Trips for the proposed development will be distributed through the study area intersections based on existing volumes, nearby trip generators, and potential destinations.
 - Other development projects have been identified within the vicinity of the project site. Trip generation and distribution included in the Fort Crook Road & Fairview Road Planning Study (September 2024) will be referenced.
- **Site Plan Review/ Site Circulation** – A review of the proposed site plan will be conducted. This review will include proposed site type and density, site circulation, driveway locations, and access to US-34/ Hidden Valley Drive and Platteview Road. Intersection sight distance measurements will not be collected. The review will consider

principles set forth in the City's ongoing Transportation Master Plan project.

Recommendations to enhance site access, site circulation, and interaction with the existing street network will be provided and documented as necessary.

- **Capacity Analysis** - Signal warrant analysis and alternate intersection control will be evaluated for currently unsignalized study intersections along US-34/ Hidden Valley Drive based on existing conditions as well as projected based on anticipated future year volumes. The peak hour, four-hour and eight-hour warrants (Warrants 1, 2 and 3) will be considered based on the data collected. The NDOT planning-level Warrant 1 will be considered for anticipated future year volumes.
 - Olsson will conduct vehicular capacity and queuing analysis for each scenario listed above. Capacity analysis will be performed in accordance with the Highway Capacity Manual (HCM) methodologies using Synchro, most current edition. Warrant and capacity analysis will provide the basis for determining appropriate traffic control and geometric improvements. Queuing analysis will provide the basis for determining the needed length of any auxiliary lanes. Analyses will be conducted for the study intersections listed under 'traffic counts' and at proposed site drives based on the proposed site plan.
- **Traffic Impact Analysis Report** - A report will be prepared to address the roadway impact from the proposed development. Recommendations pertaining to street improvements that are due to the proposed project will be made. All recommendations will be based on capacity and queuing analysis and standards set by the City of Bellevue and NDOT as appropriate. A draft report will be submitted to the City of Bellevue and NDOT for review. If review comments are received, they will be addressed and a final report will be produced.

Assumptions:

- No operational analysis of intersections/access not specifically mentioned in the scope.
- Does not include Vissim or other simulation modeling.
- Does not include field measurement of sight distance.
- Land use, site plan, or other modifications after traffic study kickoff may require additional fee depending on required rework.
- An adjustment to traffic volumes for seasonality, Covid, or other environmental factors is not anticipated.

Geotechnical Report

Project Understanding

- This project includes the construction of the Phase 1 Infrastructure, including pavements and below-grade utilities within a proposed commercial development.
- Based on available project information, we anticipate below-grade utilities alongside approximately 1,000 linear feet of roadway will be constructed. Based on our experience with similar projects, we anticipate the below-grade utilities will have bury depths ranging from 5 to 10 feet. Actual bury depths should be confirmed prior to drilling operations.
- Upon reviewing soil logs in the area, we estimate that the subsoil profile will likely consist of loess clays.

Drilling Services

- Coordination and General Notes
 - Olsson will contact Nebraska 811 to issue utility locate tickets in areas where drilling services are to be performed. The Nebraska 811 utility locate center only notifies participating operators, which typically include water and sewer transmission, fiber optic or telecom transmission, natural gas pipelines, and electrical distribution (up to electric meter). To ensure the safety of the crew onsite, Client must inform Olsson of the location of all known private utilities and private utility service connections.
 - Each boring location must be readily accessible by conventional truck-mounted or all-terrain (agricultural tired) drilling rig.
 - Drilling and equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete and asphalt pavement damage, and damage to underground sprinkler systems.
- Field Exploration
 - We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:
 - Three (3) borings to a depth of 20 feet each, and
 - One (1) bulk sample.
 - The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 60 linear feet. A map detailing the proposed locations of our borings has been included as **Exhibit "A"**.
 - Sampling of soils in general accordance with ASTM D1586 and ATSM D1587.
 - We will obtain subsurface water levels in the test borings at the time of drilling and upon completion of drilling operations.
 - After obtaining subsurface water level readings, borings will be backfilled with soil cuttings and pavements patched as necessary.
- Exclusions:

The following are excluded from this scope of services:

 - Fees for private utility locating and/or hydro-excavation.
 - Fees resulting from the use of mud-matting, clearing, or other operations to achieve access to boring locations is Client's responsibility.
 - Fees for site restoration efforts of any site disturbance resulting from bringing drilling equipment onsite is Client's responsibility.
 - Traffic control; village, city, district, county, and state right-of-way occupation permitting; street use permitting; and utility permitting necessary to allow for drilling services.

Laboratory Services

- As soil conditions dictate, laboratory testing may include visual soil classification, unconfined compression tests, thin-walled tube density tests, moisture content tests, Atterberg limit tests, percent passing No. 200 Sieve washes, grain size distribution (hydrometer), crumb and pinhole dispersion testing, Standard Proctor tests, and soil corrosivity testing (pH, resistivity, redox potential, sulfate, and chloride).

Geotechnical Engineering Services

- Engineering Analysis and Report Preparation
 - Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

- Lift thickness, moisture control, and compaction criteria for backfill and structural fill. OSHA standards for soil excavation criteria will be included or referenced.
- Anticipated subsurface water concerns, along with recommendations for addressing these concerns during construction, if required.
- Shrink/swell characteristics of the on-site soils and the potential for reuse of on-site soils as structural fill.
- Analysis of on-site soils for corrosivity to below-grade utilities.
- Pipe bedding and subgrade stabilization for below-grade utility installation.
- Lateral earth pressure values for buried pipe design.
- Preparation of subgrade soils supporting pavements.
- Asphaltic concrete (AC) and Portland cement concrete (PCC) pavement sections for light- to heavy-duty traffic.
- Olsson will present our conclusions and recommendations in a written report that will include a map of boring locations, soil boring logs, and a summary of laboratory tests.
- Exclusions:
The following are excluded from this scope of services:
 - Lateral earth pressure values for retaining walls. Please contact the geotechnical engineer if such services are required.
 - Pavement or utility recommendations outside of the limits of 10th Street Improvements.

PHASE 1 ENTITLEMENTS

NDOT ROW Grading Permit

It is anticipated that grading will occur along approximately 2,500 LF of the property frontage along Highway 75 and the access controlled portion of Hidden Valley Drive. This work will require the following NDOT permits:

- Permit to Occupy Right-of-Way (NDOT 19): Necessary to complete the grading improvements within NDOT ROW. Permit requirements include:
 - ROW Cross Sections: Required at one-hundred (100) foot intervals along ROW frontage where grading is to occur, and at such additional intervals as may be necessary to accurately depict the lay of the land, to analyze drainage requirements, and to compute earthwork quantities. Approximately 25 ROW cross sections will be required.
 - Earthwork Quantities: Olsson will calculate the earthwork being placed or removed from NDOT ROW.
 - Limits of Construction: Olsson will identify and draft the final limits of construction on the plan sheets. These limits will be used to determine any right-of-way or easement needs.
- It is anticipated NDOT will review the permit application and require follow-up information/revisions and at least one meeting.

On-Site Construction Permitting

- Prepare and submit application to the appropriate agencies for the following permits:
 - State NPDES Grading Permit.
 - City PCWP Grading Permit.
 - State NDEQ Sanitary Sewer Permit
 - County DHHS Sanitary Sewer Permit

PHASE 1 DESIGN

Hotel Site Conceptual Design

Olsson shall coordinate with the City, the water park design team, and the hotel developers to create a site plan that includes the hotel buildings and parking lot layout, connectivity to water park, and approximate grades for the site.

Mass Grading & Surcharge Design

Preparation of mass grading construction documents for the Phase 1 site and roadways. The grading plan shall be based on the geotechnical report recommendations and shall include the following plans:

- Mass Grading Plan: Shall include contours at one-foot intervals and spot elevations in low and high areas. A more detailed grading plan shall be developed during the construction document phase for the water park and hotel sites.
- Existing Conditions & Removals Plan: Shall show existing structures, utilities and vegetation to be removed.
- SWPPP Plan: As described below.
- Over-excavation and Surcharge Plans: Based upon the geotechnical report and will include settlement monitoring plates as recommended in the report.
- Construction Details and Notes: Project specifications shall be in the form of notes on the plans.

Storm Water Pollution Prevention Plan (SWPPP) Package

Develop construction plans and specifications for SWPPP Package, including the following:

- Sediment and Erosion Control Plan
- SWPPP Narrative
- SWPPP Project Binder
- Conservation and Environmental Review Report, to be coordinated with the NE Game & Parks Commission.

Subdivision Infrastructure Design

Develop construction plans and specifications for on-site public improvements including the following:

- Roadway plan and profile including typical pavement sections, geometrics, pavement marking and signage. Roadway design scope assumes:
 - 10th Street will be two lane divided, with a 16' center median and turn lanes.
 - 10th Street will include a roundabout at the north end of the Phase 1 area.

- Streetscaping/Landscaping are not included in this scope, but can be added as an additional service.
- Sanitary Sewer plan and profile including Sanitary Sewer service plan to extend service stubs to the property line of proposed lots.
- Storm Sewer plan and profile, including Storm Sewer service plan to extend service stubs to the property line of proposed lots.
- Water Main plan and profile design shall be prepared by MUD. Includes coordination with MUD on the Water Main Extension Agreement and review of MUD's design plans and routing.
- Gas Main plan and profile design shall be prepared by Northern Natural Gas. Includes coordination with NNG on the Gas Main Extension Agreement and review of NNG's design plans and routing.
- Street Lighting / Electrical Backbone design shall be by OPPD. Includes coordination with OPPD on the Electrical Service Agreement (as needed) and review of OPPD's design plans and routing.

Hidden Valley Road Deceleration Lane Design:

Develop construction plans and specifications for off-site public improvements including the following:

- Design shall be in accordance with City of Bellevue design standards and shall reference the City of Bellevue Standard Construction Specifications.
- Submit plans to the City and required Government agencies for review and comments.
- Coordinate with the appropriate Utility Companies for the design and installation of the Dry Utilities (i.e. Telephone, Electric, Cable & Gas) to service the development. Includes design review meetings & coordination utility companies.
- Prepare submittal forms and obtain Owner / Contractor signatures on forms.
- Prepare Opinion of Probable Construction cost.
- Coordinate obtaining contractor's contract, bonds, and certificate of insurance per City requirements.

EXCLUSIONS

The following services are **not** included in this proposal but can be provided as an additional service:

- Streetscape, Street lighting, Landscape, or Irrigation design.
- Detention pond design.
- Traffic signal design.
- NDOT permitting for Hidden Valley Drive or 10th Street Improvements.
- Field and Construction Services including Construction Staking, Testing, Observation.
- Permit Fees and project-related permitting outside of the scope of the proposal and fees.
- Items not specifically included in the Scope of Services above.

COMPENSATION

Phase	Task Description	Work Order #1	Work Order #2	Total Contract Amount	Fee Type
PROJECT MANAGEMENT & COORDINATION					
101	Project Management	\$ 30,000.00	\$ 22,500.00	\$ 52,500.00	TM ⁽²⁾
102	Third Party Coordination & Meetngs	\$ 25,000.00	\$ -	\$ 25,000.00	TM ⁽²⁾
	Sub-Total ⁽¹⁾	\$ 55,000.00	\$ 22,500.00	\$ 77,500.00	
MASTER ENGINEERING STUDY					
201	Conceptual Infrastructure Plan	\$ 10,500.00	\$ -	\$ 10,500.00	LS
202	Conceptual Grading Plan	\$ 6,500.00	\$ -	\$ 6,500.00	LS
203	Revised Conceptual Infrastructure Plan	\$ 13,500.00	\$ -	\$ 13,500.00	LS
204	Revised Conceptual Grading Plan	\$ 9,500.00	\$ -	\$ 9,500.00	LS
205	Infrastructure & Grading Cost Estimate	\$ 4,000.00	\$ -	\$ 4,000.00	LS
206	Stormwater Management Analysis, Design and Drainage Report	\$ 45,000.00	\$ -	\$ 45,000.00	LS
207	Desktop Environmental Review	\$ 4,000.00	\$ -	\$ 4,000.00	LS
208	Desktop Geotechnical Review	\$ 4,500.00	\$ -	\$ 4,500.00	LS
	Sub-Total ⁽¹⁾	\$ 97,500.00	\$ -	\$ 97,500.00	
MASTER PLANNING					
301	Project Kickoff / Research	\$ 13,750.00	\$ -	\$ 13,750.00	LS
302	Conceptual Site Plan / Design Charrette	\$ 26,250.00	\$ -	\$ 26,250.00	LS
303	Site Plan	\$ 16,250.00	\$ -	\$ 16,250.00	LS
	Sub-Total ⁽¹⁾	\$ 56,250.00	\$ -	\$ 56,250.00	
PHASE 1 DUE DILIGENCE					
401	Topographic Survey	\$ 30,300.00	\$ -	\$ 30,300.00	LS
402	ALTA/ACSM Survey	\$ 18,600.00	\$ -	\$ 18,600.00	LS
403	Phase 1 Environmental Site Assessment	\$ 4,700.00	\$ -	\$ 4,700.00	LS
404	Wetland Delineation	\$ 7,200.00	\$ -	\$ 7,200.00	LS
405	Traffic Impact Study	\$ -	\$ 49,640.00	\$ 49,640.00	LS
406	Geotech Report	\$ -	\$ 9,850.00	\$ 9,850.00	LS
	Sub-Total ⁽¹⁾	\$ 60,800.00	\$ 59,490.00	\$ 120,290.00	
PHASE 1 ENTITLEMENTS					
501	Preliminary Plat	\$ 17,000.00	\$ -	\$ 17,000.00	LS
502	Final Plat & Rezoning	\$ 11,500.00	\$ -	\$ 11,500.00	LS
503	Mixed Use Development Agreement	\$ 21,000.00	\$ -	\$ 21,000.00	LS
504	Right-of-Way Dedication/Vacation	\$ 5,000.00	\$ -	\$ 5,000.00	TM ⁽²⁾
505	Post Construction Stormwater Management Plan (PCSMP)	\$ 7,500.00	\$ -	\$ 7,500.00	LS
506	NDOT ROW Grading Permit	\$ -	\$ 11,250.00	\$ 11,250.00	LS
507	On-Site Construction Permitting	\$ -	\$ 5,000.00	\$ 5,000.00	LS
	Sub-Total ⁽¹⁾	\$ 62,000.00	\$ 16,250.00	\$ 78,250.00	
PHASE 1 DESIGN					
601	Hotel Site Conceptual Design	\$ -	\$ 9,500.00	\$ 9,500.00	TM ⁽²⁾
602	Mass Grading & Surcharge Design	\$ -	\$ 19,250.00	\$ 19,250.00	LS
603	SWPPP Package	\$ -	\$ 7,500.00	\$ 7,500.00	LS
604	Subdivision Infrastructure Design	\$ -	\$ 116,500.00	\$ 116,500.00	LS
605	Hidden Valley Drive Deceleration Lane Design	\$ -	\$ 15,000.00	\$ 15,000.00	LS
	Sub-Total ⁽¹⁾	\$ -	\$ 167,750.00	\$ 167,750.00	
TOTAL CONTRACT ⁽¹⁾		\$ 331,550.00	\$ 265,990.00	\$ 597,540.00	
<small>(1) All fees listed above do not include reimbursable expenses. Reimbursable expenses (i.e. mileage, reproduction costs, application fees, postage, etc.) shall be billed in addition to the contract amount. See General Provisions for additional information.</small>					
<small>(2) Anticipated total project fee for hourly phases of proposal. Final compensation may vary depending on amount of actual work requested for hourly tasks.</small>					

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be: Dave Goedeken

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508.

OLSSON, INC.

By 
Brian Schuele, Project Manager

By 
Chris Rolling, Group Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF BELLEVUE

By _____
Signature

Print Name _____

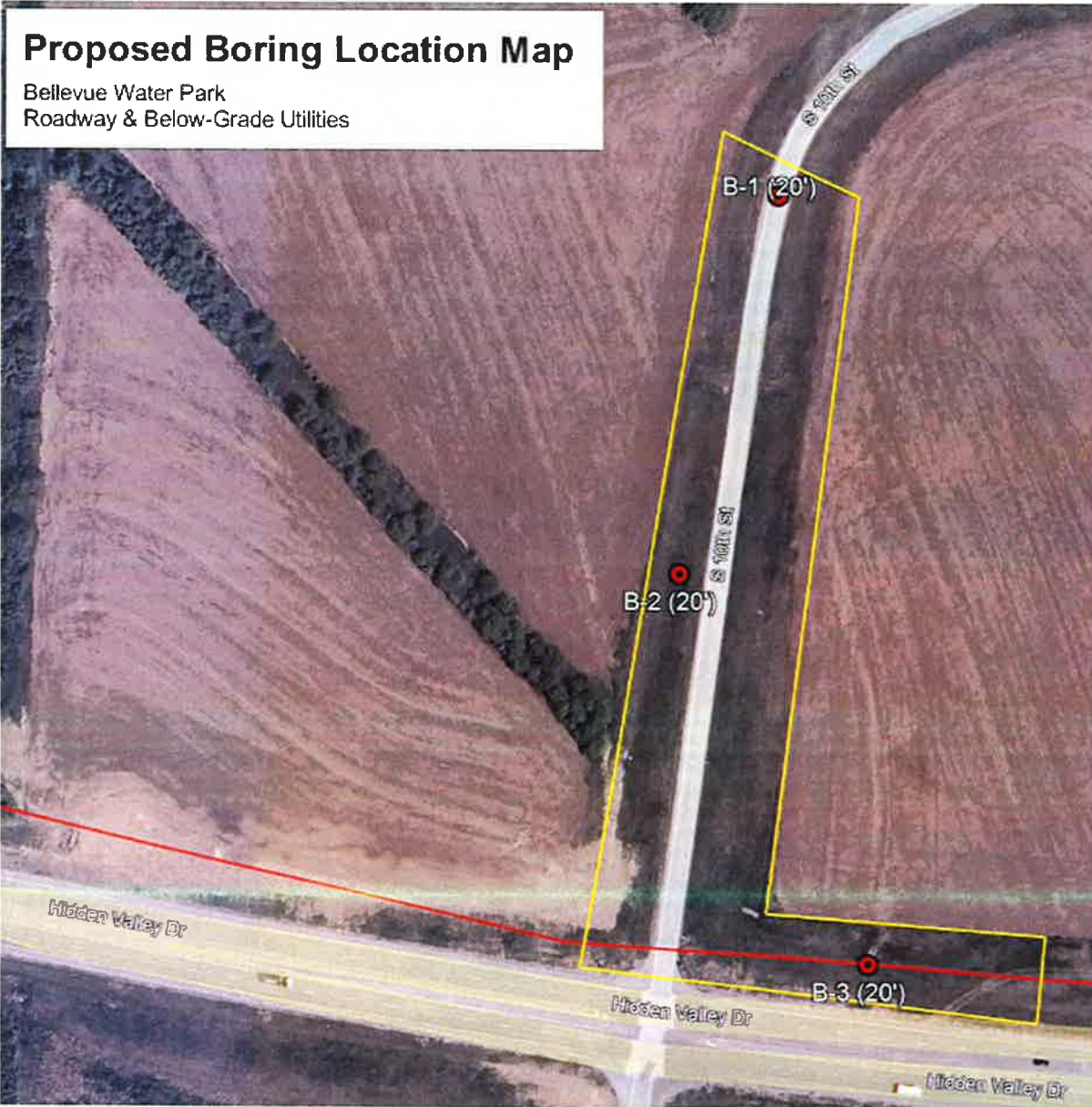
Title _____

Dated: _____

Attachments

Exhibit A – Geotechnical Boring Exhibit

EXHIBIT A – GEOTECHNICAL BORING EXHIBIT



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 15, 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:

Memorandum of Understanding for the future improvements on M146 (305A) 36th Street (Phase1) from Twin Creek Dr to Raynor Dr

SYNOPSIS/BACKGROUND:

Memorandum of Understanding (MOU) is to establish the terms and conditions under which MAPA and the City of Bellevue will administer and fund the federal-aid eligible resurfacing and maintenance work to the improvements to 36th Street from north of the intersection with Twin Creek Drive to south of the intersection with Raynor Drive. The anticipated project construction, local match, and programmed reimbursement is 2030.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="checkbox"/>	COUNTER-PARTY: MAPA <input type="checkbox"/>	INTERLOCAL AGREEMENT: <input type="checkbox"/>
CONTRACT DESCRIPTION: 36th Street Improvements Cornhusker to HWY 370 - Project M146 (305A)		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: M146 (305A) 36th Street Improvements Cornhusker to HWY 370		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
INSURANCE REQUIRED: <input type="checkbox"/>		
CIP PROJECT NAME: Reconstruction Projects	CIP PROJECT NAME: CIPST24(04)	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the MOU between MAPA and the City of Bellevue.

ATTACHMENTS:

- | | | |
|--------------------------------|-------------------------|-------------------------|
| 1. Memorandum of Understanding | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Goedeken
[Signature]
[Signature]

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND
CITY OF BELLEVUE
FOR
PHASE ONE - 36TH STREET IMPROVEMENTS FROM CORNHUSKER ROAD TO N-370**

1. **Parties** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter referred to as "MAPA"), and the City of Bellevue, Nebraska (hereinafter referred to as "the Awardee").
2. **Purpose** The purpose of this MOU is to establish the terms and conditions under which MAPA and the Awardee will administer and fund **federal-aid eligible resurfacing and maintenance work** (hereinafter referred to as "AC Project") and **improvements to 36th Street from north of the intersection with Twin Creek Drive to south of the intersection with Raynor Drive** (hereinafter referred to as "Prioritized Project"), to be constructed according to the description in the attached application.
3. **Background** MAPA allows communities to program Advance Construction (AC) resurfacing projects which follow all Federal-Aid guidelines for project development and delivery, but for which federal-aid reimbursement is not immediately sought for costs incurred. To apply for a project under AC Resurfacing, applicants follow the normal process for Capital Project applications, but indicate the intent to use AC resurfacing and include potential resurfacing projects to be done in advance. For an applying jurisdiction to qualify for advance construction flexibility on a project, they must submit a letter from their governing body certifying the ability and commitment to locally fund the resurfacing project (while following all federal regulations) and complete the Prioritized Project once the AC project is reimbursed.

While AC resurfacing projects are federally reimbursable immediately, the sponsoring jurisdiction waits to request reimbursement of costs until subsequent fiscal years. This allows project development to continue in a timely manner while ensuring that MAPA utilizes its entire STBG apportionment in a given year. Advance construction can apply to a portion of a project's cost or the entire project (up to 80%). Advance construction projects and the associated local capital improvements will be shown in the MAPA TIP and documented accordingly.

4. **Term of MOU** This MOU is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until the Prioritized Project is completed by the Awardee. Completion of the Prioritized Project is defined as successful letting and construction of the identified improvements.
5. **Conditions of MOU** The Awardee understands they are to complete the AC Project on federal-aid eligible roadways within the MAPA Transportation Management Area (TMA) using local funding and shall submit to MAPA a list of such roadways along with the estimated cost of work to be performed. MAPA will program the AC Project as a federal-aid project in the Transportation Improvement Program (TIP) and the Awardee will follow all federal regulations to develop and complete it. The Awardee understands that reimbursement for the costs of the AC Project will not be immediately available, but will become available as listed in the project award table below. The Awardee understands that federal-aid reimbursement is contingent upon completion of the Prioritized Project as described in the attached document, which will be designed and constructed using local funding. The Awardee understands that changes to the

scope of the Prioritized Project that increase its cost will not affect the STBG-MAPA Federal-Aid Award amount in the project award table below. The Awardee understands that reimbursement for the AC Project will not exceed the STBG-MAPA Federal-Aid Award amount in the project award table below.

The project award is as follows:

Prioritized Regionally Significant Project	Phase 1 - 36th Street Improvements from Cornhusker Road to N-370
Awardee Local Match	\$3,499,250
Programmed FFY of AC Reimbursement	2030
STBG-MAPA Federal-Aid Award	\$13,997,000

6. **Amendments** Changes to the scope of the Prioritized Project must be approved by MAPA in accordance with the Section 2 of the Transportation Improvement Plan and the Project Selection Policy Guide.
7. **Federal Requirements** The AC Project must comply with all applicable federal and state requirements and policies. Should the AC Project fail to meet any Federal or State eligibility requirements, the Awardee understands that it could potentially result in the partial or total repayment of federal funds expended on the project.
8. **Signatures** In witness whereof, the parties to this MOU, through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read and understand the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Local Match = 20% of Total project

*\$ 17,496,250.00 (inflated to 2030)
 x .20 = (Local Match)*

This area left intentionally blank.

\$ 7,085,016.00

Executed by MAPA this _____ day of _____, 20__.

OMAHA-COUNCIL BLUFFS METROPOLITAN PLANNING AGENCY

By: _____
Michael Helgerson
Executive Director

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

By: _____
Printed Name: _____
Witness

Executed by Awardee this _____ day of _____, 20__.

Draft, do not sign.

By: _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__.

By: _____
Printed Name: _____
Witness

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 15, 2024		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

1510 Wall St and Wilshire Dr. North Side Erosion solution

SYNOPSIS/BACKGROUND:

Sun valley landscaping to install a wall along the north side of the property to prevent further erosion, and revitalize the 13,000 sq ft of existing prairie.

FISCAL IMPACT: \$11,114.47 BUDGETED FUNDS?: GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: yes COUNTER-PARTY: Sun valley landscaping 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:

City Council to approve and authorize the Mayor to approve the work to be done.

ATTACHMENTS:

- | | | |
|-----------------------------|---------------------------------|-------------------------|
| 1. North side wall proposal | 2. Prairie maintenance proposal | 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:

Daniel Phillips

[Signature]

[Signature]



Landscape Installation Proposal

Date: 9/24/2024

Job: North Side Erosion Solution

Estimate # 24869

Estimate Prepared For:

1500 Wall St
1500 Wall St
Bellevue, NE 68005

**LANDSCAPES
FOR LIFE**

North Wall:

- Prevent further erosion on the North side of the property by installing a wall along the driveway. The wall will be level and stair step up as needed.
- An 8" decorative grey Anchor Diamond wall will be used.
- Keep the existing drainage pipe behind the wall and install backfill aggregate.
- Top with soil, erosion mat.
- Use 2 bags of polymeric sand to fill the cracks in the upper concrete swale to hinder water from getting underneath the wall.
- Remove the old green timer glued to the concrete and apply polysand to the joint between the concrete and the new wall.

Description:	Qty:	U/M:	Total:
--------------	------	------	--------

Scope of Work

Hardscape Install			\$4,596.95
SRW Base Excavation (Hand)	18.00	LF	
SRW 6" Compacted Base	18.00	LF	
SRW Base Run Block Installation	18.00	LF	
SRW Wall Excavation (Hand)	1.00	YD	
SRW Block Installation	36.00	SF	
SRW 6" Backfill Installation	36.00	SF	
SRW Straight Cap Installation	18.00	LF	
Delivery - \$	30.00	Dollar	
Diamond Pro 8" Straight Block - Grey	42.00	EA	
Diamond Pro 8" Straight Return Corner	3.00	EA	
Diamond Pro 4" Cap- Grey	21.00	EA	
Top Soil Installation (Hand)	1.00	YD	
Erosion Mat - Installed	100.00	SF	

Subtotal: \$4,596.95
Sales Tax: (7.0000)% \$107.52
Total: \$4,704.47

By 
Hugh Morton

By _____
Tracy Niemier

Date 9/24/2024
Sun Valley Landscaping

Date _____
1500 Wall St



Landscape Installation Proposal

Date: 9/24/2024

Job: Prairie Maintenance

Estimate # 24602

Estimate Prepared For:

1500 Wall St
1500 Wall St
Bellevue, NE 68005

**LANDSCAPES
FOR LIFE**

West Prairie:

- Revitalize 13,000 sq ft of existing prairie.
- Soil testing to ensure proper soil pH and health (soil amendments not included in this quote)
- Blanket spray for weeds in the fall and cut back - removing some debris with hard rake. Mow short.
- Blanket spray weeds again in March/April and mow again short.
- Seed low grow grass mixture in May - seed and fertilizer with hydroseed mix
- Ongoing maintenance will be required to water, mow, fertilize and control weeds

Temporary watering needed for 6 weeks following seeding (not included in proposal).

Description:	Qty:	U/M:	Total:
<u>West Prairie Grass</u>			
#1 Soil Testing			\$180.00
Fee: Soil Test	1.00	Dollar	
#2 Herbicide Application (fall 2024)			\$165.00
Herbicide Application (Noxious)	12,500.00	SF	
#3 Rough Cut Mow & Raking (fall 2024)			\$800.00
Rough Cut Mowing (Sub)	250.00	Dollar	
#4 Herbicide Application (spring 2025)			\$165.00
Herbicide Application (Noxious)	12,500.00	SF	
#5 Rough Cut Mowing (spring 2025) - cut short			\$500.00
Rough Cut Mowing (Sub)	250.00	Dollar	
#6 Hydroseeding - Low Grow Grass Mixture (May/June 2025)			\$4,600.00
Seed Subcontractor	1.00	EA	

Subtotal: \$6,410.00
 Sales Tax: (7.0000)% \$0.00
Total: \$6,410.00

PAYMENT SCHEDULE

SCHEDULE	PRICE	SALES TAX	TOTAL PRICE
	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00	\$0.00	\$0.00

By 
 Hugh Morton

Date 9/24/2024
 Sun Valley Landscaping

By _____

Date _____
 1500 Wall St

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16p.
10/15/2024

COUNCIL MEETING DATE: October 15, 2024		SUBMITTED BY: David Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

240121 - MidWest ROW Easement Acquisition - College Heights Stormwater Outfall Repair

SYNOPSIS/BACKGROUND:

The College Heights Stormwater Outfall repair project requires the negotiation and acquisition of one (1) temporary easement from a tract of land located on the north end of Kountze Memorial Dr

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and MidWest ROW in the amount of \$4,975.00

ATTACHMENTS:

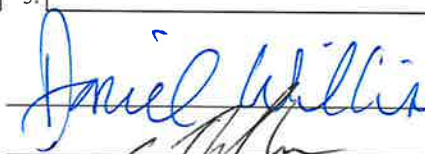

1.
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

October 7, 2024



MIDWEST

R | O | W

MIDWEST
RIGHT OF WAY
SERVICES

City of Bellevue, Nebraska

**College Heights Drainage
Improvements
Easement Acquisition**

John Borgmeyer

john.borgmeyer@midwestrow.com

13425 A Street

Omaha, Nebraska 68144

402-955-2900



MIDWEST

R | O | W

PROPOSAL FOR SERVICES

City of Bellevue, Nebraska

College Heights Drainage Improvements Easement Acquisition

**John Krager III, PE
City of Bellevue
Public Works Department
1510 Wall Street
Bellevue, Nebraska 68005**

PROJECT UNDERSTANDING

This project involves the acquisition of a temporary easement from one (1) tract of land for the College Heights Drainage Improvements Project. The project is located in the area of Kountze Memorial Drive in Bellevue, Nebraska.

PROJECT MANAGEMENT

This task will involve coordination of all project elements so that work is initiated as it should be, appropriate progress is made, and schedules are met. Coordination and scheduling of the title work, appraisals, and the acquisition will be the responsibility of the project manager.

TITLE SEARCHES

Title searches will be ordered for properties to be acquired in order to determine fee ownership and any liens and encumbrances which will affect the title. Midwest Right of Way Services will contract with Nebraska Title in Omaha, Nebraska, to provide these services and pass the cost through to the City of Bellevue at no additional cost.

WAIVER VALUATIONS and JUST COMPENSATION

This task involves the preparation of one (1) waiver valuation which will help the City of Bellevue to determine values for the easement(s) to be acquired. Midwest Right of Way Services agent will prepare the waiver valuations using recent comparable land sales in the area and/or Sarpy County Property Assessor data, and provide the report to the City of Bellevue so that they can determine the just compensation.

ACQUISITION

Midwest Right of Way Services' acquisition agents will make every effort to understand the project's objective before meeting with property owners. We will prepare all documents, present and explain the offer, answer all acquisition-related questions, and secure signatures from all interested parties. Our acquisition agents will obtain tenant information from property owners and proceed to obtain signed a leasehold contract, if applicable. We will negotiate in good faith and keep records of all calls made.

ECONOMIC EQUITY AND INCLUSION PROGRAM

Midwest Right of Way Services, Inc. is a participant in the City of Omaha Economic Equity and Inclusion Program.

SMALL EMERGING BUSINESS TIER II

Midwest Right of Way Services, Inc. is certified by the City of Omaha as a Small Emerging Business Tier II.

VETERAN-OWNED BUSINESS

Midwest Right of Way Services is a veteran-owned business.

TEAM MEMBERS

John Borgmeyer, RWA-GN, Right of Way Agent, is the Vice President for Midwest Right of Way Services, Inc. He has performed acquisition negotiations for state, local and federally funded projects in Nebraska, Iowa and Kansas, and relocation assistance for local and federally funded projects in Nebraska. His experience includes roadway, airport, drainage, and sewer projects.

Stacey A. Kroeger, SR/WA, R/W-RAC, Right of Way Agent, has worked for Midwest Right of Way Services since February 2001. She has performed acquisition negotiations and relocation assistance since May, 2005. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects.

Maria Rodriguez, R/W-RAC, Right of Way Agent, is a project manager and has worked for Midwest Right of Way Services since October, 2013. She performed several years of acquisition negotiations and relocation assistance in Phoenix, Arizona. Her experience includes right of way title searches, acquisition negotiations, and relocation assistance for state, local, and federally funded projects. Maria is fluent in Spanish.

Denny Bliss, Right of Way Agent, has worked for Midwest Right of Way Services since July, 2011. He has performed acquisition negotiations for state, local and federally funded projects. His experience includes preparation and review of legal descriptions, review of land title reports, as well as the ability to read, interpret, and draw engineering plans. He has experience with airport, roadway, drainage, sewer, and utility projects. He is also an experienced CADD technician.

Jim Abbott, Right of Way Agent, has worked for Midwest Right of Way Services since January, 2017. He has performed acquisition negotiations for sewer and roadway projects in Omaha, Lincoln, Sarpy County and Douglas County in Nebraska and roadway projects in Iowa. His experience includes twenty years of real estate management of commercial and investment properties in the Midwest working for a management company throughout Nebraska, Iowa, and South Dakota.

Chris Wayne, SR/WA, Right of Way Agent, has worked for Midwest Right of Way Services since May, 2020. His experience includes over 30 years of urban planning and redevelopment experience working for the City of Omaha. Chris has extensive knowledge in the real estate, right of way acquisition, and relocation assistance service field.

Caleb Schescke, Right of Way Agent, is the newest member of the Midwest Right of Way Services team starting in February 2022. Caleb graduated from University of Nebraska at Kearney in 2020. Caleb received his real estate license in 2022. He has experience working on Utility, Roadway, and drainage projects in Nebraska.

PAYMENT FOR SERVICES

Midwest Right of Way Services proposes the right of way services detailed above for the following hourly fees:

	Hourly Salary Rates
Project Manager	\$ 150.00
Right of Way Agent	\$ 125.00
Relocation Agent	\$ 125.00
Document Preparation and Administrative Services	\$ 75.00
Mileage at Standard IRS Rate *2024	\$ 0.67

*Mileage will be billed in addition to the above fees, at the standard IRS rate for the year in which the miles were incurred.

Condemnation court testimony and consultation will be billed at our standard hourly rate plus expenses, if needed. Invoices will be sent on an approximate monthly basis for services rendered.

RIGHT OF WAY SERVICES

Project Management	1	Tracts @	\$ 300.00	each =	\$ 300.00
Negotiation Services	1	Tracts @	\$ 3,750.00	each =	\$ 3,750.00
Administrative Services	1	Tracts @	\$ 225.00	each =	\$ 225.00
Title Services	1	Tracts @	\$ 200.00	each =	\$ 200.00
Waiver Valuations	1	Tracts @	\$ 500.00	each =	\$ 500.00

Total Right of Way Costs:	\$ 4,975.00
----------------------------------	--------------------

If the above-described items are satisfactory to you, please sign and date the original and duplicate original of this letter in the space provided. Keep one executed copy of this letter for your files and return the duplicate copy to us for our files. Receipt of this letter contract will be considered our formal notice to proceed with the work.

Sincerely,

MIDWEST RIGHT OF WAY SERVICES, INC.

John E. Borgmeyer
Vice President

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized Representative

Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: October 15, 2024		SUBMITTED BY: Dave 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:

American Heroes Park Playground

SYNOPSIS/BACKGROUND:

American Heroes Park Playground is a Sourcewell Quote by Creative Sites. The Quote was reviewed and our recommendation was to select Creative Sites, LLC for the American Heroes Park Playground Project. The playground will be an all-inclusive playground with 4 different play areas, it will provide fun for all age groups. It will be the first playground in Bellevue that will provide amenities for 2 years old to adults.

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:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Creative Sites, LLC not to exceed \$2,281,226.75 for the American Heroes Park Playground.

ATTACHMENTS:

- | | | |
|--|--------------------------------------|---------------------------------------|
| 1. <input type="text" value="Contract"/> | 2. <input type="text" value="Memo"/> | 3. <input type="text" value="Quote"/> |
| 4. <input type="text" value="Map"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:  _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM:  _____



We Influence The World!

City of Bellevue
Parks Department

8201 South 42nd St. • Bellevue, Nebraska • 68147 • 402-293-3122

MEMO

To: Dave Goedeken
Public Works Director

From: Jim Shada

Subject: American Heroes Park

Date: October 9, 2024

American Heroes Park Playground is a Sourcewell Quote by Creative Sites. The Playground will be an all-inclusive playground with 4 different play areas, it will provide fun for all age groups. (This will be the first playground in Bellevue that will provide amenities for 2 years old to adults.)

Additional funding possibilities is being looked into. However, this project is budgeted in our 2025 Capital Improvement Projects PK 25(04).

Thank you,

Dave Goedeken
Public Works Director

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 15th day of October 2024 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Creative Sites, LLC ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the American Heroes Park Playground ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed **Two million two hundred eighty-one thousand two hundred twenty six dollars and 75/00 cents (\$2,281,226.75)** ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works Director
Attn: David Goedecken
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Aimee Bataillon
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Fax No.: _____

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director David Goedecken, or his designee.

- o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.
- p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.
- q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.
- r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.
- s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.
- t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.
- u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

Quote



Creative Sites, LLC

11506 Pierce Street
 Omaha, NE 68144
 Julie Kutilek
 402-614-4606

Date: 05/09/2024
 Quote No.: 10440

Bill To:
 City of Bellevue #1276
 1500 Wall Street
 Bellevue, NE

010521-BUR

Qty	Item	Description	Unit Price	Total
1		BCI Burke Proposal #905,178959-3	\$1,029,087.00	\$1,029,087.00
1		Sourcewell Discount 15%	-\$154,363.05	-\$154,363.05
1		Less Courtesy Discount	-\$21,697.95	-\$21,697.95
1		Freight	\$22,800.00	\$22,800.00
1		Playground Installation	\$221,500.00	\$221,500.00
1		Open Market Items		
29,405		Ecoturf Poured Rubber Surfacing SF	\$18.36	\$539,875.80
1		Coverworx 32 x 48 Steel Gable Shelter	\$54,505.00	\$54,505.00
1		Freight for Shelter	\$6,980.00	\$6,980.00
1		Concrete Base and Sidewalks with Thickened Edge	\$393,583.75	\$393,583.75
1		Installation and Concrete Pad for 23 x 48 Shelter	\$51,512.00	\$51,512.00
6		Trash Receptacles with Dome Lids#580-0189	\$542.00	\$3,252.00
1		Sourcewell Discount 15%	-\$487.80	-\$487.80
1		Remove Trail 260' x 8'	\$7,280.00	\$7,280.00
1		Drainage	\$25,500.00	\$25,500.00
1		Seeding and Restoration	\$10,000.00	\$10,000.00
1		Dirtwork	\$46,000.00	\$46,000.00
1		Playground Lighting	\$45,900.00	\$45,900.00

Total \$2,281,226.75

Please contact us for more information about payment options.

Thank you for your business.



COLOR KEY

- RED
- ORANGE
- YELLOW
- LIME
- AQUA
- PURPLE
- GRAY
- GRANITE
- RED/WHITE
- ORANGE/BLACK
- YELLOW/BLACK
- MAGENTA
- PURPLE/BLACK
- GRAY/BLACK

