

Bellevue City Council Meeting

Wednesday, November 6, 2024 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Bryan Rice, Christ the King Lutheran Church, 7308 South 42nd Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. (*) Approval of the October 15, 2024 City Council Minutes.
 2. (*) Acknowledge Receipt of October 16, 2024 Board of Health Meeting.
6. (*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
 - a. Grow Sarpy Update presented by Lisa Scheve, Executive Director Grow Sarpy.
8. ORGANIZATIONAL MATTERS:
 - a. (*) Recommend the appointment of Rob Klug to the Bellevue Planning Commission to serve the remaining term of Leland Jacobson who recently resigned, ending August 2025. (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
 - a. Ordinance No. 4166: An ordinance to update the Compensation Ordinance. (HR Director)
12. ORDINANCES FOR PUBLIC HEARING (2nd 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. Applicant: Eastern Nebraska Community Action Partnership. General Location: 1003 Lincoln Road. (Planning Director)
 1. Request to small subdivision plat Lots 1 and 2, Eastern Nebraska Community Action Partnership. **(No action needed)**
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4169: Amending Chapter 19 of the City Code by adding a new Article IX, Sections 19-108 to 19-120 regarding Vacant Property Registration. (Legal)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - 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 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 permanent 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) **(Public Hearing required)**

b. Resolution No. 2024-30: A resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2024, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2024 to December 31, 2024. (City Clerk)

16. CURRENT BUSINESS:

a. Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehler or Sgt. Don Pleiss. (City Clerk)

b. Approve and authorize the Mayor to sign the Subrecipient Agreement for the CDBG-DR grant awarded for the Housing Resilience Planning Program through Nebraska Department of Economic Development in an amount not to exceed \$500,000.00. (Finance/CDBG)

c. Approve and authorize the Mayor to sign the Special Terms and Condition of the Technical Assistance Voucher Program and NEPA Determination Form for the EECBG program. (Public Works Director)

d. Approve and authorize the Mayor to sign the Professional Services Agreement with JEO Consulting Group Inc. for engineering services on the PCSMP Reviews FY 2025 Project, in an amount not to exceed \$34,500.00. (Public Works Director)

e. Approve and authorize the Mayor to sign Amendment #1 with Embris Group on the Cedar Bluffs Lift Station Replacement Project, in an amount not to exceed \$134,620.00 (making the adjusted amount for the project \$268,200.00. (Public Works Director)

f. Approve and authorize the Mayor to sign the Professional Services Agreement with GP Architecture, LLC for the Bellevue Fire Department Training Facility Outbuilding and West Parking Lot Improvements, in an amount not to exceed \$67,100.00. (Public Works Director)

g. Approve Final Certificate for Payment 002 to Snider Construction, in an amount of \$12,800.00, project is substantially complete, and accept final project quantities. (Public Works Director)

h. Approve renewal of employee insurance plans and premiums for 2025. (HR Director)

i. Approve and authorize the Mayor to sign the Interlocal Agreement with the Bellevue Bridge Commission pertaining to replacement of the Bellevue Bridge. (Administration)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(October Report is attached to this packet)**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
11/6/2024

Bellevue City Council Meeting, October 15, 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 15, 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, and Thomas Burns. Absent: Don Preister and Kathy Welch.

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

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times, 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. Reverend Darryl Keeney, Lighthouse Baptist Church, 3919 Green Avenue, 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 Cook, to approve the agenda.

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Acknowledge receipt of the September 10, 2024 Tree Board Minutes; Acknowledge receipt of the September 26, 2024 Planning Commission Minutes; Approval of October 1, 2024 City Council Minutes; Recommend approval of changing the Tuesday, November 5, 2024 City Council meeting to Wednesday, November 6, 2024 City Council at 6:00 p.m.; and 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.

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

CLAIMS:

Motion made by Cook, seconded by McCaw, to approve the Claims.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading) NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

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 for the second time and a public hearing was held.

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

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

MINUTE RECORD

Bellevue City Council Meeting, October 15, 2024, Page 2

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be held on November 6, 2024 at 6:00 p.m.

ORDINANCES FOR INTRODUCTION (First Reading):

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)

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 was read by title for the first time.

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

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)

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.

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

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

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)

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

Mr. Aaron Wiese, Olsson, 2111 South 67th Street, Suite 200, Omaha, was present to answer questions on behalf of the applicant.

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 Cook, seconded by Burns, to approve 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.

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

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)

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

Mr. Doug Kellner, 10836 Old Mill Road, TD2, Omaha, was present on behalf of the applicant.

Councilman Cook inquired how many acres the property is. Mr. Kellner replied approximately ten acres.

Councilman Cook addressed concerns with noise, dust, and traffic. He requested details of the operation.

Mr. Kellner explained there is suppression for the dust required by state permits for air quality and they will obtain a stormwater permit.

MINUTE RECORD

Bellevue City Council Meeting, October 15, 2024, Page 3

Mr. Kellner advised they are working with NDOT to install a deceleration lane to get off of Capehart Road. Piles of material will be on the site and will come and go, as crushing operations happened. Councilman Cook questioned what the noise level is. Mr. Kellner stated around 70 decibels. Councilman Cook questioned what would be comparable to a level of 70 decibels. Mr. Kellner stated in an industrial situation that level is acceptable. The operation itself is loud, but by the time you get to the property line it dissipates down to 60 decibels. He commented vacuum cleaners are around 70-80 decibels.

Councilman Cook questioned if the crushing part will be continuous during the hours of operation. Mr. Kellner mentioned it will run daily, but if there is no material then it won't be running.

Councilman Cook questioned how the dust suppression works.

Mr. Lance Paulsen for Crushin' It, 20308 Patton Street, Gretna, mentioned currently there are two of these operations running near residential neighborhoods and they have no issues with noise. A water cannon is used for the dust issue. The cannon shots mist over the dust where the dust is produced from the crusher. The water grabs onto the dust particles and pulls the dust out of the air.

Councilman Cook stated he struggles with the noise and the location. He mentioned the proposed location is in the middle of Bellevue's growth pattern.

Councilman Cook questioned if he parked his car within a hundred feet of the property line, what would he expect to see on his car. Mr. Paulsen explained there will be some dust, mostly from truck traffic, not from crushing. The crushing operation stays localized and comes off the conveyor. Water trucks on site do help keep the dust down. There is always a limit to how much water is used to avoid creating bigger issues. Discussion followed.

Councilman Cook stated he struggles with the request being a good fit for Bellevue and has concerns with it being in Bellevue's growth pattern, the dust, noise, and traffic. Discussion followed on the flow of traffic and impact it would have on Offutt traffic.

Mayor Hike questioned if there were any comments received from, Offutt Air Force Base (OAFB).

Mrs. Tammi Palm, Planning Director, stated OAFB submitted comments that the location is adjacent to multiple flight paths, and any use that produces visually obscuring material, such as 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. Essentially, they have concerns primarily with the dust.

Councilman Casey commented he has concerns with the closest home in Tregaron being 500 yards away and having to listen to the noise all day long. Mr. Paulsen stated homes are less than 600 feet to the operation in Gretna and have received no complaints on noise. The Omaha location less than 500 feet and no complaints on noise. Conversation ensued.

Councilman Casey mentioned this is an area of growth for Bellevue. He questioned if he was driving down Highway 75, how visible are the piles of material. Mr. Paulsen stated the piles will vary, explaining it is a very visible site and you will be able to see the piles of material.

Councilman Casey clarified a majority of the operation is not permanent. Mr. Paulsen replied that is correct, there will be a permanent restroom installed as required by code. Discussion followed.

Councilman Cook requested clarification on the Conditional Use Permit (CUP) request. Mrs. Palm explained the property the applicant wants to locate on is currently zoned MH – Heavy Manufacturing. MH allows as a permitted use a temporary recycling plant for concrete or a temporary patch plant. Temporary is defined as not to exceed 36 months of operation. The applicant wants to be there permanently, or more than 36 months, which requires a Conditional Use Permit.

Councilman Cook mentioned if it was denied tonight, it could operate temporarily for 36 months and come back in 36 months to reapply for the CUP. Mrs. Palm advised if they are denied, there are statutory requirements to consider before they can come back to request the CUP. She would have to research the topic. Mrs. Palm advised if they are denied tonight, they could operate a temporary operation for 36 months.

Councilman Cook questioned Mr. Paulsen if he would be interested in the temporary operation of 36 months and try to find a better location. Mr. Paulsen explained there is a front-end investment, and it would be hard to recapture that. He stated he does not know of any other location. He mentioned he is not interested in a temporary 36-month operation.

Councilman Cook questioned Mr. Paulsen if he would be acceptable of delaying the request for a month. This would allow Council to visit the other locations. In addition, two Council Members are absent tonight. They may have comments or questions. Discussion followed.

Mr. Paulsen pointed out, under the Conditional Use Permit, the operation would have to follow the guidelines outlined in the permit. If the guidelines are not followed the operation will lose the permit. He welcomes the Council to visit the Gretna and Omaha locations. He mentioned he is hesitant with delaying the request. With cold weather approaching, delays could cause issues for the planned improvements. Discussion

MINUTE RECORD

Bellevue City Council Meeting, October 15, 2024, Page 4

followed regarding delaying the request.

Mr. James Ludwig, 13033 South 13th Street, stated he has no concerns with noise or dust. He mentioned along the north side of the property is a drainage ditch that drains everything south of Capehart Road and east of 13th Street. He asked for assurance the ditch would remain open. He commented his understanding was this property would be in the floodplain.

Councilman Casey inquired if a permit is required since it is close to the drainage ditch. Mrs. Palm stated the NRD has reviewed this. The Corps will need to do a review due to the proximity to the levee. The Public Works Engineers have reviewed this as well.

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

Mayor Hike declared the public hearing closed.

Motion made by Cook, seconded by Burns, to continue until November 6, 2024 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 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.

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

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)

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

Ms. Lisa Reyes, 3716 Greene Avenue, mentioned the house is not a four-bedroom house. The room in the basement does not have an egress window. She stated since the house sold a year ago it is being operated as an Airbnb. There have been several complaints on the Airbnb website. Also, the property has not been maintained. Ms. Reyes stated her main concern is with parking, if the facility runs 24/7, with staff on site. The applicant's application mentions there is room for four vehicles. One being in the garage and three in the driveway. She stated only two cars can fit in the driveway without being in the sidewalks or street. She also has concerns with street parking and congestion, safety, and snow removal. She referred to Paragraph 7, Section 6.06 Zoning Ordinance, 6.06.01 which states 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. She stated allowing this to happen would not be a good situation for the neighborhood.

Mayor Hike declared the public hearing closed.

Councilman Casey mentioned he had questions for the applicant, but it appears the applicant is not present.

Councilman Cook questioned if anyone heard from the applicant. Mrs. Palm stated she had not, and the applicant was aware of the meeting.

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

Motion made by Cook, seconded by Casey, to deny a 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 based upon not being in conformance with Section 6.06 Zoning Ordinance.

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

RESOLUTIONS:

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)

Motion made by Cook, seconded by Burns, to continue until November 6, 2024 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.

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

MINUTE RECORD

Bellevue City Council Meeting, October 15, 2024, Page 5

CURRENT BUSINESS:

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. (City Clerk)

Motion made by Cook, seconded by Burns, to continue until November 19, 2024 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. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Burns voted yes; voting no: none; absent: Preister and Welch. Motion carried.

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)

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

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)

Motion made by Burns, seconded by McCaw, to approve the purchase of the mobile command post trailer for the Police and Fire Departments, in an amount not to exceed \$477,238.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Burns voted yes; voting no: none; absent: Preister and Welch. Motion carried.

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

Motion made by Casey, seconded by McCaw, to approve the purchase of (25) laptop computers with extended warranty and service/support, in an amount not to exceed \$92,174.15. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Burns voted yes; voting no: none; absent: Preister and Welch. Motion carried.

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)

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

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

Motion made by Casey, seconded by Burns, to approve the purchase request for (6) Ford Explorer Police Cruisers, in an amount not to exceed \$268,596.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Burns voted yes; voting no: none; absent: Preister and Welch. Motion carried.

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

Motion made by Cook, seconded by Casey, to approve the purchase request for (5) Chevrolet Malibu sedans for Police Department, in an amount not to exceed \$112,500.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Burns voted yes; voting no: none; absent: Preister and Welch. Motion carried.

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)

Motion made by Casey, seconded by Cook, to approve the purchase request for a Can Am Defender UTV for the Police Department, in an amount not to exceed \$25,637.95. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Burns voted yes; voting no: none; absent: Preister and Welch. Motion carried.

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

MINUTE RECORD

Bellevue City Council Meeting, October 15, 2024, Page 6

Motion made by Burns, seconded by McCaw, to approve to purchase Motorola In-Car Video Recording System and Body Cams, in an amount not to exceed \$87,398.95. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Burns voted yes; voting no: none; absent: Preister and Welch. Motion carried.

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

Motion made by Casey, seconded by Burns, to approve the purchase of (25) Portable Police Radios for Police Department, in an amount not to exceed \$185,294.50. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Burns voted yes; voting no: none; absent: Preister and Welch. Motion carried.

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)

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

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)

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

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)

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

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)

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

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)

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

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)

Motion made by Cook, seconded by Burns, to 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.

Councilman Cook inquired where the playground will sit.

Mr. Dave Goedeken, Public Works Director, explained it will sit in the area between the main drive going north and the lake, north of the south parking and east of the existing parking lot where the football fields are.

MINUTE RECORD

Bellevue City Council Meeting, October 15, 2024, Page 7

Councilman Casey questioned what future amenities are planned.

Mr. Jim Ristow, City Administrator, advised an amphitheater is still planned for the area. There is potential to the north for public restrooms.

Councilman Casey questioned if the children's mural at Haworth Park will be brought over to the area. Mr. Ristow advised that has been discussed and the plan is to have it moved there within a year.

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

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports.
(October report will be attached to the November 5th 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 Casey, the meeting adjourned at 7:11 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, and Burns voted yes; voting no: none; absent: Preister and Welch. Motion carried.

Shirley R. Harbin, Deputy 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 October 15, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Shirley R. Harbin, Deputy City Clerk

MINUTE RECORD

Bellevue Board of Health, October 16, 2024 Page 1

A meeting of the Bellevue Board of Health was called to order by Mayor Rusty Hike in the City Council Chambers at the Bellevue City Hall at 2:03 p.m. on the 16th day of October 2024. Board Members Mayor Hike, Assistant Chief of Police Andy Jashinske, Council President Paul Cook, and Dr. Tony Yonkers. 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.

Open Meetings Act

Mayor Hike announced that a copy of the Open Meetings Act is posted in the entry to the City Council Chambers.

Approval of the March 16, 2023 Board of Health Minutes

Motion was made by Cook, seconded by Yonkers, to approve the March 16, 2023 Board of Health Minutes. Roll call vote on the motion was as follows: Hike, Cook, and Yonkers, voted yes; voting no: none; abstain: Jashinske; absent: Akerson. Motion carried.

Appeal Decision of Nebraska Humane Society on Reckless Owner Declaration

Mayor Hike advised the Board of Health is meeting to hear and consider Ms. Amanda Siemens appeal on Reckless Owner Declaration by the Nebraska Humane Society (NHS). All documents were provided to Ms. Amanda Siemens by the City Clerk prior to today's hearing.

Mayor Hike requested Ms. Siemens to come forward to address the Board regarding the requirements.

Ms. Amanda Siemens, 7002 South 13th Street, stated she understands the Potentially Dangerous Dog Declaration (PDD) stays with the dog, she did not understand why she would receive the Reckless Owner Declaration after rehoming the dog. She is requesting to appeal on the Reckless Owner Declaration. She explained she rehomed Bean to a friend in Council Bluffs and gave up ownership. She stated on the day she received the Reckless Owner Declaration; her friend had brought Bean to her house for a visit, and to help her after she had surgery. She stated she had fixed the holes in her fence, but someone removed the giant cinder block to secure the fence. When she let the three dogs out the dogs managed to get out of the yard and went to her neighbor's yard.

Mayor Hike clarified Bean was visiting and she had ownership prior to the Reckless Owner Declaration. Ms. Siemens stated Bean was in her possession until April.

Mayor Hike questioned if Bean was rehomed after he attacked the neighbor's dog. Ms. Siemens stated yes. She was informed by NHS alternative to complying with the PDD requirements was to rehome Bean. She stated financially she could not meet the requirements. She mentioned Bean is terrified of other dogs. She was training him to be a therapy dog.

Mayor Hike questioned if either she or Bean had any other citations prior to the PDD. Ms. Siemens replied no.

Mayor Hike questioned how many dogs Ms. Siemens has. Ms. Siemens stated with Bean she had four dogs, one of which is a registered service dog. Her ex-husband has the service dog. Bean is with her friend in Council Bluffs. She is training a new puppy to be her service animal.

Councilman Cook clarified if it was in February when the neighbor's dog was attacked. Ms. Siemens replied yes.

Councilman Cook mentioned a citation was issued but went into a warrant. Ms. Siemens said it went into a warrant and she spent a half hour in jail. She stated with her mental disabilities she forgets things and she forgot her hearing date. She mentioned she did get Bean from her friend in Council Bluffs so she could take him in to have his vaccinations and rabies shot. All shots are now up to date. She turned the information into the Assistant City Attorney. She stated she plead guilty to some of the charges.

Councilman Cook went over the history of the citation and hearing process. He noted she was not present at the hearing declaring her as a Reckless Owner. He questioned if she plead guilty to some of the charges. Ms. Siemens replied yes, she had to plead guilty to some of the charges. Failure to restrain was one of them, since Bean got out of her fence.

Councilman Cook mentioned she wasn't present for her appeal with NHS on March 13, 2024. Ms. Siemens stated the appeal in March was for the PDD. She explained she appealed the PDD with NHS. She also appealed the Reckless Owner appeal with NHS. However, she missed the appeal hearing due to shoulder surgery and being on pain medication. She slept through the phone call.

Councilman Cook clarified she was advised she could appeal the Reckless Owner Declaration to the City of Bellevue Board of Health. He questioned if the PDD went away since Bean was rehomed.

Ms. Siemens replied no, the PDD stays with Bean. Even though she rehomed Bean in April, the Reckless Owner Declaration stays with her. Councilman Cook questioned if she filed an appeal in March. Ms. Siemens explained she did file an appeal for the PDD. She received information on the classes she could take or on rehoming Bean. So, she rehomed him. She mentioned she called someone to let them know she rehomed him and passed along the new owner information.

Councilman Cook confirmed August 26, 2024 was when the three dogs got out. Ms. Siemens replied yes.

Assistant Police Chief Andy Jashinske requested clarification on an incident where the dogs were barking at another dog and went outside together. She replied that is the incident in February/March where Bean received the PDD. She provided a description of the incident.

Assistant Police Chief Jashinske clarified the neighbor's dog, Louie, was tethered in his own yard. Ms. Siemens replied it was tethered and on the property line. She stated there is no fence in the front yard and the dog could come onto her property as it was on a 20-foot lead.

Assistant Police Chief Jashinske clarified her dog exited through the fence. She replied yes, on the front side, because her back fence doesn't go up to the front door. Ms. Siemens provided a description of the layout of her property. Discussion followed.

Mayor Hike questioned if the area in the yard the dogs got out of has been fixed. Ms. Siemens stated she has placed rocks to secure the fence after the incident. Mayor Hike questioned if she knew it was a problem before the incident. Ms. Siemens replied no.

Mr. Steve Glandt, Vice-President of Field Operations for the NE Humane Society, 8929 Fort Street, Omaha, Nebraska, was present to give a summary of the events. He stated the hearings NHS conducts are taken very seriously. Every opportunity is looked at to give the owner ample opportunity to explain themselves. They look for reasons to grant and not deny the appeals. They look at if the owner has remorse, what did the owner do to make things right with the victim's owner, and how did they try to make it right. The totality is looked at before a decision is made. He advised the Reckless Pet Owner is considered very seriously before making the determination. With the Reckless Owner Declaration, a homeowner must forfeit owning any animals or living with any animals for 48 months. Mr. Glandt explained in February the first incident occurred. He confirmed with the Field Investigator Louie's teether would not allow him on Ms. Siemens property. The Field Investigator informed Mr. Glandt it would not. He is confident the teether did not allow Louie onto Ms. Siemens property. He advised, as a result of Bean attacking Louie, Louie had to be euthanized. Ms. Siemens was cited for a dog at large, property damage, and PDD. She filed an appeal on the PDD. The NHS Board heard the appeal and denied the appeal unanimously on March 13, 2024. On March 24th the requirements of PDD would go into effect, unless Ms. Siemens appealed to the Board of Health, which she did not. Therefore, the PDD was in affect. The NHS Ordinance Administrator was in contact with Ms. Siemens to inform her the PDD requirements were in effect. It was, at that time, Mrs. Siemens said she was going to rehome Bean to a friend in Iowa. He explained the PDD requirements stay with the dog and will follow him wherever he is rehomed. On August 26, 2024, the original victim owner had three dogs on her property, one of which was Bean. Officer James Johnson, who is also a supervisor, followed up on the new complaint. He saw footage of Bean on the victim's owner's property. He followed up with Ms. Siemens. She identified the dogs as being River, Byx, and Bean. Ms. Siemens stated Bean had been visiting and still resides with her friend in Iowa. She explained her friend is keeping the dog until the PDD is lifted and stated she is still Bean's owner. Therefore, the Reckless Owner Declaration was issued because the dog was in her custody at the time of the incident. The PDD requirements carry over to who is in control of the dog, which was Ms. Siemens. Because the PDD was in violation, the Reckless Owner Declaration was issued.

At this time the videos from the August 26 2024 incident were presented. The footage was provided by the original victims' owners camera on her front porch. Ms. Siemens noted the dog in the second video played was not her dog.

Dr. Yonkers questioned if the PDD will go on hold while the dog is in Iowa. Mr. Glandt responded no. The PDD goes for a duration of 24 months. After which, if there have been no incidents, the PDD requirement expires. The requirements of spayed/neutered and microchipped are still required but everything else would expire.

Assistant Police Chief Jashinske questioned if Ms. Siemens met all the requirements for a PDD would that have changed anything. Mr. Glandt explained if Ms. Siemens would have complied with the PDD requirements, rather than rehoming, the dog could have stayed with her. She would have had to have the dog spayed/neutered and microchipped. Then show proof of liability insurance for minimum of \$100,000.00 and obtain a PDD license which is no cost. If the dog leaves property it would need to be leashed, muzzled and harnessed and controlled by someone at least 19 years of age. The leash cannot be longer than six feet long. She would need to comply with the requirements for 24 months and the dog could stay with her. During that 24-month period, if there are any violations of animal code, that is an immediate Reckless Owner Declaration. Assistant Police Chief Jashinske requested clarification if she complied with the requirements she could have kept the dog. Mr. Glandt replied yes.

Assistant Police Chief Jashinske requested clarification if Ms. Siemens receives the Reckless Owner Declaration not only can she not have Bean for 48 months, but she also cannot have any other animals. Mr. Glandt replied that is correct.

Assistant Police Chief Jashinske questioned if Mr. Glandt or his agency knows if Ms. Siemens tried to make things right with her neighbor. Mr. Glandt stated no, not as far as NHS knows.

Councilman Cook confirmed Bean could have stayed with her if she followed all the PDD requirements and no violations were received in 24 months, then the PDD would expire. Mr. Glandt replied correct.

Councilman Cook stated she could have gone to visit Bean in Iowa or at the park, but because it was at her house and she stated she is still the owner, she received the Reckless Owner Declaration. Mr. Glandt replied yes. He explained Ms. Siemens advise the Officer Johnson she was going to have the dog stay with a friend until the PDD expired. In essence, it is making a shell game of the matter. When Ms. Siemens was advised she could rehome to another jurisdiction, NHS would notify the jurisdiction to do a visit to make sure the dog was there. He mentioned when Ms. Siemens was notified of this, she stated her friend needs ample time because she doesn't like announced visitors.

Councilman Cook referred to the packet of information. He referred to pictures 3 and 4 of the teether received from NHS on September 24, 2024. He stated when he looks at the pictures, he sees the teether passing a handrailing on a porch. It looks like the end of the teether is in the yard. He stated Mr. Glandt commented the teether wouldn't reach to this point. Mr. Glandt stated he specifically asked the Field Officer if the length of the teether would allow the victim to wander out of his yard. He was told no it wasn't long enough. Discussion followed.

Mr. Glandt stated there are thousands of responsible pet owners who pay their fees. Having an animal comes with financial responsibilities, safety responsibilities, and caring for the animal. He discussed the cost involved to comply with the PPD requirements. There are ways to comply with the requirements.

Assistant Police Chief Jashinske requested clarification on the pictures received in the packet, dated September 24, 2024, were taken in February, the day of the incident. Mr. Glandt replied correct.

Assistant Police Chief Jashinske questioned if it is possible for Ms. Siemens to go through the requirements and still have the two-year declaration of the PDD. Mr. Glandt stated that is a decision the Board of Health can make.

Mayor Hike questioned Mr. Glandt, for the record, where does he think Bean is at. Mr. Glandt stated up until August, he believes Bean was at Ms. Siemens house. Where he is at now, he is unsure.

Mayor Hike questioned if a service animal can remain with the owner if a Reckless Owner Declaration is determined. Mr. Glandt stated a service dog does not overrule the statutes and ordinances.

Councilman Cook questioned if service animals are required to go through a certain training or classes. How is the classification of a service animal received. Mr. Glandt stated there are two different types of service animals. Those that are emotionally supportive and those that provide a service to their owner, such as if the owner has a medical issue. One example would be seizures. The dog would alert the owner to sit down because they know their owner is about to have a seizure. As far as he knows, these animals don't trump statute or ordinances. Conversation ensued.

Ms. Siemens addressed issues the Board mentioned. She stated her dog is a service animal and is licensed with NHS. She also stated Bean was not living at her home. She explained she attempted to talk to her neighbors, and they want nothing to do with her. She mentioned as soon as she walks out the door, they walk inside. They have sued her for the vet bill in small claims court, in amount twice as much as the bill. Ms. Siemens mentioned she financially hasn't had the money to meet the requirements of the PDD. She stated she is remorseful and didn't want to see the dog put down. She would never want to see anyone's dog put down. She didn't think Bean was remotely capable of attacking another dog and is still shocked he did it. She stated Bean wasn't living with her at the time of the incident. She stated Bean will always be her dog, even if he doesn't live with her. She stated in two years, when the PDD drops off, she would love to have Bean back. Her autistic son uses Bean as an emotional support animal. This has all been very difficult and hard on all of them.

Assistant Police Chief Jashinske questioned Ms. Siemens if she has made any attempt to speak with the neighbors and make things right with them. Ms. Siemens stated every time she saw them on their porch and went out to talk to them, they would go inside.

Assistant Police Chief Jashinske clarified in the videos presented early, in the second video that was not her dog. Ms. Siemens stated the white dog in the second video is not her dog. He verified in the first and third video those were her dogs. Ms. Siemens replied yes.

Assistant Police Chief Jashinske questioned Ms. Siemens if she would be able to meet the requirements set forth in the PDD to make the Reckless Owner Declaration go away. Ms. Siemens commented she can try. She stated she is financially struggling to feed her kids and dogs.

Assistant Police Chief Jashinske questioned if he sent an officer to her house now, would Bean be there. Ms. Siemens replied no, just River and Byx are there.

Dr. Yonkers requested clarification on the PDD and Reckless Owner Declaration. Assistant Police Chief Jashinske explained the two years was if she went through the PDD requirements. If she completed all the requirements, the PDD would have stayed for two years. After two years it would go away if there

were no other violations in the two years. Ms. Siemens mentioned another option was to rehome, which she did.

Assistant Police Chief Jashinske explained the Reckless Owner declaration is in place, and she should not have any animals in the house.

City Attorney Aimee Bataillon advised Bean has been declared a Potentially Dangerous Dog (PDD). Ms. Siemens appealed the PDD to NHS. NHS denied the appeal. Ms. Siemens did not appeal the PDD to the City of Bellevue Board of Health. Therefore, the PDD remains in place for 24 months. In the 24-month period, if Ms. Siemens complies with the requirements of showing proof of insurance for \$100,000.00, takes the required classes, has the dog spayed or neutered, follows the leashed, muzzled and harnessed when off the property, she could have the PDD lifted, and the dog returned to her.

Mr. Glandt stated the dog was declared PDD and was not appealed, therefore it follows the dog for 24 months. Any violation of any animal control ordinance, while the dog is a PDD, results in a Reckless Owner Declaration. Bean was in her custody at the time of the violation. Therefore, she would be declared a Reckless Owner. If the Reckless Owner is under the appeal process, she can still have animals in her home. She would not need to surrender or forfeit animals under the appeal process.

Ms. Bataillon confirmed if the Board approves NHS's Reckless Owner Declaration, then the owner would not be allowed to have any animal allowed in her home or custody for 48 months. Mr. Glandt replied correct. She cannot own, harbor, or live with anyone who has animals.

Ms. Bataillon questioned if the Board of Health denies NHS request to declare Ms. Siemens as a Reckless Owner if the PDD would still be in place for 24 months. Mr. Glandt replied yes it would be.

Councilman Cook mentioned making a motion to allow Ms. Siemens to go through the requirements of the PDD. If she completes that in two years, would that wipe everything away. Mr. Glandt stated correct. Discussion followed.

Councilman Cook advised Ms. Siemens to consider complying with the requirements of the PDD. Ms. Siemens stated that is why she rehomed Bean. She was understanding if she rehomed him in the state of Nebraska, she would need to comply with PDD requirements. That is why she rehomed Bean in Iowa. She called the Iowa Humane Society to confirm the PDD requirements. Conversation ensued.

Ms. Siemens stated to not get the Reckless Owner and lose her animals, she will do whatever she needs to do to meet the requirements. She isn't sure how quickly she can do it.

Councilman Cook questioned if a motion was made to agree with NHS decision, and a motion to go through the classes, and she successfully does that, how soon can she get Bean back. Mr. Glandt explained if a motion is made to table the Reckless Owner Declaration, but keeps it there as a potential, she could have the dog back today. She would need to adhere to the requirements of the PDD and the timetable. Within 30 days the dog would need to be spayed or neutered. Within 90 days would need to complete the two classes. The classes are to set both the owner and dog up for success for the future.

Mr. Glandt explained if today's appeal is denied, under the condition that Ms. Siemens follows the requirements of the PDD successfully, then the Reckless Owner Declaration would go away. She would still need to go two years without any violations.

Councilman Cook mentioned making a motion to continue for 90 days to allow the applicant time to complete the requirements. Mr. Glandt replied he would not argue with the proposal. Conversation ensued.

Assistant Police Chief Jashinske questioned the applicant if she could meet the requirements in 90 days. Ms. Siemens replied she should be able too, if it means she will get her dog back then she will do it.

Motion was made by Cook, seconded by Jashinske, to continue the hearing on Ms. Siemens' appeal of the decision of Nebraska Humane Society declaring Ms. Amanda Siemens as a Reckless Owner for 90 days to give Ms. Siemens time to satisfy the requirements outlined in the ordinance for a Potentially Dangerous Dog. Thirty days from today, Ms. Siemens should license, obtain insurance, spayed/neuter the dog, and microchip, and within 90 days, complete an owner responsibility class and behavior evaluation. If the dog is off property the dog should be leashed, harnessed, and muzzled, and in control of someone at least 19 years of age. The leash should be at least 6 feet. Roll call vote on the motion was as follows: Hike, Jashinske, Cook, and Yonkers voted yes; voting no: none; absent: Akerson. Motion carried.

ADJOURNMENT

There being no further business to come before the Board at this time, on motion by Jashinske, seconded by Yonkers, at 3:21 p.m., the meeting was adjourned.

MINUTE RECORD

*6.
11/6/2024

CLAIMS FOR NOVEMBER 6, 2024

PAGE 1

MAYOR

AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	46.39
		<u>\$ 46.39</u>

CITY ADMINISTRATOR

AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	94.76
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	44.01
CAPITAL BUSINESS SYSTEMS, INC	2024/09/20-10/19 COPIER EXPENSE	267.37
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	3,780.88
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	27.00
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	468.05
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	183.79
		<u>\$ 4,865.86</u>

LEGAL

AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	139.17
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	7.77
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	3,775.93
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	4.76
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	82.60
		<u>\$ 4,010.23</u>

CABLE ADVISORY

AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	47.38
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	38.83
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	4,248.42
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	23.82
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	412.99
		<u>\$ 4,771.44</u>

CITY CLERK

BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	67.30
CAPITAL BUSINESS SYSTEMS, INC	2024/08/26-09/25 COPIER EXPENSE	118.77
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	2,303.37
HILLCREST FREEDOM VILLAGE	2024/09 TIF 8779 HILLCREST FREEDOM VILLAGE-INT	23,709.63
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
IVY PROPERTIES, IN	2024/08 TIF 8778 IVY PROPERTIES-INT/PRINC	14,492.38
MARATHON VENTURES, INC	2024/09 TIF 8776 MARATHON EQUITY-INT	29,119.20
MERCURY PROPERTY MANAGEMENT	2024/09 TIF 8733 MERCURY PROP MGT-INT	5,116.95
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	41.31
MICROFILM IMAGING SYSTEMS	2024/10/31-2025/10/30 LASERFICHE RENEWAL	534.00
MRES ASCEND HOLDINGS, LLC	2024/09 TIF 8775 MRES ASCEND-INT/PRINC	109,650.02
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	715.84
ROYCE CORNHUSKER, LLC	2024/09 TIF 8793 ROYCE CORNHUSKER-INT/PRINC	9,323.34
ROYCE CORNHUSKER, LLC	2024/09 TIF 8799 ROYCE CORNHUSKER #3-INT/PRINC	9,274.97
SHIRLEY HARBIN	REIMB FOR MILEAGE SEACA MEETING	80.44
		<u>\$ 204,577.52</u>

FINANCE/RISK MANAGEMENT

QUADIENT FINANCE USA, INC	10/01/24 POSTAGE SUPPLIES	194.75
AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	162.24
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	56.95
CAPITAL BUSINESS SYSTEMS, INC	2024/09/20-10/19 COPIER EXPENSE	248.72
CAPITAL BUSINESS SYSTEMS, INC	2024/09/21-10/20 PRINTER MAINTENANCE	23.63
CHUBB COMMERCIAL INSURANCE	2024/10/01-2025/10/01 FIDUCIARY, CYBER CRIMES	53,370.00
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	8,203.51
HANEY SHOE STORE	SAFETY SHOES (25 EMP)	4,549.84
INDOFF, INC	COPY PAPER	459.90
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	34.94
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	605.72
RED WING BUSINESS ADVANTAGE	SAFETY SHOES (16 EMP)	3,065.43
		<u>\$ 70,975.63</u>

MINUTE RECORD

CLAIMS FOR NOVEMBER 6, 2024

PAGE 2

LIBRARY

BIBLIOTHECA, LLC	RFID TAG SUPPLY	1,422.99
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	41.92
CAPITAL BUSINESS SYSTEMS, INC	2024/12/02-2025/03/01 COPIER EXPENSE	470.71
CAPITAL BUSINESS SYSTEMS, INC	2024/09/10-10/09 COPIER EXPENSE	166.65
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	93.48
COX BUSINESS SERVICES	2024/10/31M MONTHLY SERVICE	107.39
COX BUSINESS SERVICES	2024/10/09-11/08 MONTHLY SERVICE	377.30
DEMCO	OVERSIZE ECONOMY BOOK SUPPORT	1,728.80
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	8,377.72
INDOFF, INC	COPY PAPER	110.00
INGRAM LIBRARY SERVICES	BOOKS	3,732.37
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	95.06
QUADIENT FINANCE USA, INC	2024/09/16 LIBRARY NEOSHIPs	10.93
RUFF WATERS	2024/09/30M AQUARIUM MANAGEMENT & NEW SUPPLIES	558.80
SENSOURCE	2024/12/31-2025/12/31 ANNUAL DATA HOSTING	216.00
UMB BANK - TRUST OPERATIONS	BOND PAYMENTS	132,075.00
VERIZON WIRELESS	2024/10/17-11/16 MONTHLY SERVICE	196.03
		<u>\$ 149,781.15</u>

ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	142.14
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	44.01
COLUMN SOFTWARE, PBC	LEGAL NOTICE	24.20
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	12,504.45
IDEAL PURE WATER COMPANY	BOTTLED WATER	36.25
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	27.00
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	468.05
ONE SOURCE	2024/08/01-09/01 BACKGROUND CHECKS	103.50
PRECISE MRM LLC	2024/09/30M FLAT DATA PLAN	69.00
UKG INC	2024/09/01-09/30 PAYROLL USAGE OVERAGE FEES	532.20
UPS	PAYROLL PROCESSING	40.91
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	2,256.97
		<u>\$ 16,248.68</u>

CODE ENFORCEMENT

AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	437.10
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	1.83
CAPITAL BUSINESS SYSTEMS, INC	2024/09/10-10/09 COPIER EXPENSE	116.92
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	8,034.25
GREAT PLAINS UNIFORMS	TACTICAL PANTS-RICCIARDI	194.97
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	10.53
MOTOROLA SOLUTIONS, INC	2024/10/30-2025/10/29 CLOUD, SOFTWARE AND HOSTING	2,475.00
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	164.36
PAPILLION SANITATION	2024/10/04 CODE DUMPSTER	456.22
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	510.97
		<u>\$ 12,402.15</u>

PUBLIC WORKS

AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	437.10
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	3.07
CORNHUSKER AUTO WASH	2024/09/30M CAR WASHES	15.89
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	7,556.81
INDOFF, INC	COPY PAPER	207.96
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	17.68
NEBRASKA IOWA SUPPLY COMPANY	DIESEL FOR CITY TANKS	3,807.08
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	276.01
PRECISE MRM LLC	2024/09/30M FLAT DATA PLAN	23.00
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	171.16
		<u>\$ 12,515.76</u>

MINUTE RECORD

CLAIMS FOR NOVEMBER 6, 2024

PAGE 3

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	2024/10/08 MOWING	1,093.35
ALEXANDER LAWN & LANDSCAPE, INC	2024/10/01 MOWING	1,093.35
A-RELIEF SERVICES	2024/09/10-10/07 PORTABLE RESTROOMS-AHP	1,664.00
AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	87.42
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	83.32
COX BUSINESS SERVICES	2024/10/31M MONTHLY SERVICE	107.39
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	8,663.50
MARKING REFRIGERATION, INC	PREVENTIVE MAINTENANCE-ICE MACHINE	585.00
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	1,610.23
METROPOLITAN UTILITIES DIST	2024/09/06-10/04 MONTHLY SERVICE	61.83
METROPOLITAN UTILITIES DIST	2024/09/10-10/04 MONTHLY SERVICE	67.09
METROPOLITAN UTILITIES DIST	2024/09/10-10/09 MONTHLY SERVICE	116.47
METROPOLITAN UTILITIES DIST	2024/09/11-10/09 MONTHLY SERVICE	55.32
PRECISE MRM LLC	2024/09/30M FLAT DATA PLAN	299.00
THIELE GEOTECH	BPW-240105 MATERIAL TESTING-STONECROFT PARK	536.00
TRADE WELL PALLET	PLAYGROUND MULCH - EVERETT PARK	4,180.00
TREES SHRUBS AND MORE	LANDSCAPING-GRAND CANYON COBBLERS	277.76
UMB BANK - TRUST OPERATIONS	BOND PAYMENTS	212,740.11
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	3,744.39
		\$ 237,065.53

RECREATION

COX BUSINESS SERVICES	2024/10/31M MONTHLY SERVICE	83.39
AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	94.76
CAPITAL BUSINESS SYSTEMS, INC	2024/09/11-10/10 COPIER EXPENSE	19.72
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	2,768.64
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	1,065.93
METROPOLITAN UTILITIES DIST	2024/09/06-10/04 MONTHLY SERVICE	8,248.51
METROPOLITAN UTILITIES DIST	2024/09/14-10/10 MONTHLY SERVICE	1,924.59
METROPOLITAN UTILITIES DIST	2024/09/20-10/03 MONTHLY SERVICE	34.24
PRECISE MRM LLC	2024/09/30M FLAT DATA PLAN	92.00
TRICO MECHANICAL SERVICES	WINTERIZE ICE MACHINE	150.75
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	697.05
VOSS LIGHTING	LED FIXTURE-REED CTR	241.00
		\$ 15,420.58

FACILITY MAINTENANCE

COX BUSINESS SERVICES	2024/10/31M MONTHLY SERVICE	107.39
ADVANCED CARPET & AIR DUCT CLEANING	CARPET CLEANED POLICE DEPT	800.00
APOLLO HEATING & A/C	DIAGNOSTIC SERVICE-DIST 1	129.00
A-RELIEF SERVICES	2024/10/04 LEWIS & CLARK EVENT AT HAWORTH PARK	350.00
AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	141.15
BIG RED LOCKSMITHS	CYLINDER COMBO CHANGED , DUPLICATE KEYS, PRIVACY LEVER	372.75
BIL-DEN GLASS	WINDOW REPLACEMENT - DIST 1	1,317.50
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	383.51
CARPENTER PAPER CO	JANITORIAL SUPPLIES	745.37
CERRIS SYSTEMS	HP2044 & 2071 CONDENSATE ISSUES	1,625.80
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	13,282.74
ENGINEERED CONTROLS	TRIP CHARGE AND FUEL SURCHARGE-AHU CHECK	198.00
FIRE PROTECTION SERVICES, LLC	FIRE ALARM/SPRINKLER INSPECTION - 1410 WALL ST	430.00
FISH WINDOW CLEANING	WINDOW CLEANING - 1500 WALL, 1510 WALL	863.00
HD SUPPLY formerly Home Depot Pro	JANITORIAL SUPPLIES-DIST 2	1,883.51
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	287.80
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	326.36
METROPOLITAN UTILITIES DIST	2024/09/05-10/04 MONTHLY SERVICE	53.25
OMAHA DOOR & WINDOW COMPANY, INC	BROKEN CABLES - DIST 3	1,109.72
OVERHEAD DOOR CO OF OMAHA	PUT CHAIN BACK ON, TIGHTENED SET SCREWS	283.00
PRECISE MRM LLC	2024/07/31M FLAT DATA PLAN	138.00
PRECISE MRM LLC	2024/09/30M FLAT DATA PLAN	161.00
ROCHESTER MIDLAND CORPORATION	2024/10/31M WATER ENERGY TEAM FIXED BILLING	345.00

MINUTE RECORD

CLAIMS FOR NOVEMBER 6, 2024

PAGE 4

FACILITY MAINTENANCE (cont'd)

THIELE GEOTECH	BPW-240112 MATERIAL TESTING-WASHINGTON PARK	384.00
TRICO MECHANICAL SERVICES	2024/10/04 SCHEDULED MAINT-TRAINING SITE	368.27
TRISTAR	PREFUND REQUEST-P RUSH	55,927.83
TRISTAR	2024/09/30M CLAIMS PAID & ALAE	18,028.42
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	653.19
		<u>\$ 100,695.56</u>

CEMETERY

A-RELIEF SERVICES	2024/09/07-10/04 PORTABLE RESTROOMS	199.00
AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	47.38
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	68.96
COX BUSINESS SERVICES	2024/10/31M MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	2,942.85
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	133.11
METROPOLITAN UTILITIES DIST	2024/09/05-10/04 MONTHLY SERVICE	20.06
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	317.23
		<u>\$ 3,811.98</u>

STREETS

ALFRED BENESCH & COMPANY	BPW-240103 OVERLAY PROJECTS 2024/09/23-10/20	2,666.25
ALFRED BENESCH & COMPANY	BPW-240116 CDBG SIDEWALK IMP 2024/09/23-10/20	463.00
AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	236.90
AVERY RENTS	PROPANE FOR ASPHALT TACK	54.28
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	131.00
CAPITAL BUSINESS SYSTEMS, INC	2024/09/12-10/11 COPIER EXPENSE	28.66
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	REMOVE POLES - INSTALL SPAN WIRE	23,693.27
COX BUSINESS SERVICES	2024/10/31M MONTHLY SERVICE	274.17
CROW LAWN CARE LLC	2024/09/23-10/08 ROW MOWING	10,992.35
CROW LAWN CARE LLC	2024/09/04-09/20 ROW MOWING	10,992.35
DAVE EARNEST	REIMB STREET SUPERINTENDENT'S LICENSE	30.00
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	43,248.40
HGM ASSOCIATES INC	BPW-240102 2024 CONCRETE PROJECTS THROUGH	51,614.70
HGM ASSOCIATES INC	BPW-240604 CULVERT WINGWALL REPAIR THROUGH	2,310.15
JACK MELING	REIMB CDL LICENSE	64.00
JACOBS ENGINEERING GROUP, INC	BPW-240121 COLLEGE HTS STORMWATER 2024/08/24-09/27	11,808.85
JACOBS ENGINEERING GROUP, INC	BPW-240124 WHITTED CREEK 2024/08/24-09/27	56,076.76
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE IMPROVEMENTS 2024/08/24-09/27	2,656.43
JEREMY JOHNSON	REIMB CDL LICENSE	64.00
LOGAN CONTRACTORS SUPPLY	CRAFCO SEALANT FOR STREETS	21,735.00
MARTIN ASPHALT	BULK ASPHALT TACK	488.00
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	271.77
METROPOLITAN UTILITIES DIST	2024/09/05-10/04 MONTHLY SERVICE	95.03
METROPOLITAN UTILITIES DIST	2024/09/06-10/04 MONTHLY SERVICE	97.45
METROPOLITAN UTILITIES DIST	2024/09/06-10/07 MONTHLY SERVICE	164.80
METROPOLITAN UTILITIES DIST	2024/09/27-10/09 MONTHLY SERVICE	37.79
MICHAEL TODD INDUSTRIAL SUPPLY	MAIN BROOMS FOR ELGIN SWEEPERS, WOOD BARRICADES, SIGN	7,460.87
MID-AMERICAN SIGNAL	ELTEC TIMESYNCS1-GPS	4,200.00
OMAHA PUBLIC POWER DISTRICT	2024/08/02-08/30 MONTHLY SERVICE	41.38
OMAHA PUBLIC POWER DISTRICT	2024/08/21-09/19 MONTHLY SERVICE	328.13
OMAHA PUBLIC POWER DISTRICT	2024/08/23-09/23 MONTHLY SERVICE	331.23
OMAHA PUBLIC POWER DISTRICT	2024/08/27-09/27 MONTHLY SERVICE	13.36
OMAHA PUBLIC POWER DISTRICT	2024/08/29-09/27 MONTHLY SERVICE	92,076.66
OMAHA PUBLIC POWER DISTRICT	2024/08/30-10/02 MONTHLY SERVICE	180.82
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	35.10
OMAHA PUBLIC POWER DISTRICT	2024/09/25 MONTHLY SERVICE	9,741.38
OMNI ENGINEERING	ASPHALT	3,836.09
PRECISE MRM LLC	2024/09/30M FLAT DATA PLAN	1,265.00
READY MIXED CONCRETE COMPANY	CONCRETE	20,224.77
TRISTAR	2024/09/30M CLAIMS PAID & ALAE	858.51
UMB BANK - TRUST OPERATIONS	BOND PAYMENTS	359,468.75
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	3,875.25
		<u>\$ 744,232.66</u>

MINUTE RECORD

CLAIMS FOR NOVEMBER 6, 2024

PAGE 5

FLEET MAINTENANCE

COX BUSINESS SERVICES	2024/10/31M MONTHLY SERVICE	107.39
911 CUSTOM, LLC	CLEAR OPTIC DOME	137.80
ADVANCE AUTO PARTS	PARTS	119.91
ALLIED OIL & TIRE COMPANY	DRY DIESEL, HANDLING	1,282.35
ARNOLD MOTOR SUPPLY, LLC	HYD OIL, BRAKE BACKING PLATES, STARTER CABLES, BRAKE PADS, ROTORS, ANTIFREEZE, BUCKET LEVER, FUSES, U-JOINTS	2,579.40
AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	47.38
AUTOMOTIVE WAREHOUSE DIST, INC	TRICO PARTS, BRAKLEEN, MILTON PARTS, ANCO PARTS, BALDWIN PARTS, KURT PARTS	878.58
AVERY RENTS	PROPANE FOR FLT7	40.78
BAUER BUILT TIRE & SERVICE	TIRES AND LABOR FOR VEHICLES	7,407.74
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	46.11
CAPITAL BUSINESS SYSTEMS, INC	2024/09/20-10/19 COPIER EXPENSE	62.95
DANIELSON / TECH SUPPLY	TIRE GAUGES AND PASTE	148.79
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	18,170.64
FACTORY MOTOR PARTS CO	SPARK PLUG, COIL ASSEMBLY, SEALS	151.54
GALVIN GLASS	WINDSHIELD REPAIRS, INSTALL GLASS IN BACKHOE	1,234.46
IDEAL PURE WATER COMPANY	BOTTLED WATER	89.25
LEMKAU SERVICE SOLUTIONS, LLC	SERVICE CALL - TIRE CHANGER	712.04
LOGAN CONTRACTORS SUPPLY	DRIVE PLATE, CAP SCREW, LOCK WASHER, AGITATOR SWITCH, HYD DRIVE MOTOR, MATERIAL PUMP	4,868.02
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	130.64
MIDWEST WHEEL COMPANIES, INC	BRAKE DRUMS & SHOES FOR STOCK FOR PLOW, DEF FILTER	586.24
NAPA AUTO PARTS	TIRE VALVE, FILTERS, POWER V-BELT, GLOVES, OZZY JUICE, COUPLERS, BRAKE ROTORS, CALIPERS, GROMMETS, FOG LAMPS, EYELETS STUDS, CONTACTS TOWER BODY, PINS, BRUTE DRILL BITS, COTTER PINS	2,573.37
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	RUBBER GASKET FOR STOCK FOR FIRE	144.71
OMAHA WINDUSTRIAL	CHANGE OUT DOOR SKIN ON P0816	319.68
PAUL LUCHT & SONS, INC	MIXED TIRES RECYCLING	941.25
RIVER CITY RECYCLING/METRO LANDSCAPE		1,388.00
SWAN ENGINEERING, LLC	O-RINGS, POLY PAK	17.85
TOYNE, INC	CAB LIFT CYLS FOR ENG21 & ENG41 FOR STOCK, RED LED WITH CLEAR LENS	1,564.33
TRADE WELL PALLET	2X8 BRIDGE PLANKS FOR ST244	316.54
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	629.93
WALKERS UNIFORM RENTAL	UNIFORM RENTAL SERVICE, FENDER COVERS SERVICE	297.90
		\$ 46,995.57

SOLID WASTE

CITY OF OMAHA	2024/09/30M COMPOST DELIVERIES	9,641.69
		\$ 9,641.69

PLANNING

ABONGWA NDUMU	REFUND FOR ZONING VERIFICATION LETTER	50.00
AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	47.38
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	2.77
COLUMN SOFTWARE, PBC	LEGAL NOTICE	15.82
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	2,950.07
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	15.99
OLSSON ASSOCIATES	COMP PLAN UPDATE & LONG RANGE THRU 2024/10/05	20,588.00
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	249.65
		\$ 23,919.68

PERMITS & INSPECTIONS

AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	321.17
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	3.70
CAPITAL BUSINESS SYSTEMS, INC	2024/08/18-09/17 COPIER EXPENSE	262.93
CORNHUSKER AUTO WASH	2024/09/30M CAR WASHES	11.21
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	14,230.35
HARRIS COMPUTER SYSTEMS	2024/10/01-2025/09/30 BLUEPRINCE SUPPORT & MAINTENANCE	6,050.00
HARRIS COMPUTER SYSTEMS	2024/09/15-2025-09/14 BLUEBEAM LICENSE RENEWALS	1,740.00
INDOFF, INC	COPY PAPER	183.96
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	21.37
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	333.56
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	1,343.23
		\$ 24,501.48

MINUTE RECORD

CLAIMS FOR NOVEMBER 6, 2024

PAGE 6

POLICE

A-RELIEF SERVICES	2024/09/20-10/17 PORTABLE RESTROOMS-GUN RANGE	136.00
A-RELIEF SERVICES	2024/10/17-11/13 PORTABLE RESTROOM-RANGE	199.00
AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	6,514.04
AUTO BODY AUTHORITY	2024/09/19-10/04 CRUISER REPAIR-UNIT 601	1,615.63
AXON ENTERPRISE, INC	2024/10/01-2025/09/30 TASER 7 CERTIFICATION BUNDLE	56,298.25
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	65.65
CAPITAL BUSINESS SYSTEMS, INC	2024/09/17-10/16 COPIER EXPENSE	250.03
CCAP AUTO LEASE	2024/10/31M USPIS VEHICLE LEASE	696.68
CITY OF PAPIILLION	2024/10/01-2025/09/30 GRAYKEY LICENSING	8,276.25
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT PSYCH EVAL	425.00
COX BUSINESS SERVICES	2024/10/31M MONTHLY SERVICE	558.97
COX BUSINESS SERVICES	2024/10/02-11/01 MONTHLY SERVICE	285.00
CRISIS SYSTEM MANAGEMENT	2024/10/21-10/25 CRISIS HOSTAGE TRAINING-WRIGLEY	1,785.00
CULLIGAN OF OMAHA	BOTTLED WATER	436.30
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	375.00
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	166,078.52
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	13.98
GREAT PLAINS UNIFORMS	UNIFORM ITEMS-10 EMP	2,932.96
HUSKER AUTO GROUP	2025 CHEVY MALIBU VIN# 1G1ZC5ST0SF118481	22,500.00
HUSKER AUTO GROUP	2025 CHEVY MALIBU VIN# 1G1ZC5STXSF120528	22,500.00
HUSKER AUTO GROUP	2025 CHEVY MALIBU VIN# 1G1ZC5ST6SF120574	22,500.00
HUSKER AUTO GROUP	2025 CHEVY MALIBU VIN# 1G1ZC5ST7SF120602	22,500.00
HUSKER AUTO GROUP	2025 CHEVY MALIBU VIN# 1G1ZC5ST8SF120611	22,500.00
HYUNDAI MOTOR FINANCE	2024/10/31M LEASE PYMT - HIDTA-DEA-SIMONES	720.01
JACK NADEL INC	DEPARTMENT JOURNALS	1,498.85
JACKSON SERVICES, INC	DOOR MAT SERVICE-PD	255.84
JAMES WAGNER	REIMB FOR TECHNOLOGY EXCHANGE 2024/09/18-20	188.16
KURT STROEHER	REIMB PER DIEM FOR TRAINING	206.50
LINDSEY BETSWORTH	REIMB FOR MANAGEMENT TRAINING	206.50
MATTHEW D HOFFMAN	REIMB FOR MANAGEMENT TRAINING	206.50
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	378.62
MIKE PETTIT	REIMB PER DIEM FOR TRAINING	97.29
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	SDLEA BASIC TRAINING-KITTA, PEARSON	150.00
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE	5,911.24
RYAN CROGHAN	REIMB EXP FOR IACA TRAINING CONFERENCE	1,229.07
SUPER SMART SHOPPERS	PREFILTER FOR PARTICULATES, SHIPPING	208.00
THE EMBLEM AUTHORITY	PINK SHOULDER PATCHES	380.00
THOMSON REUTERS - WEST	2024/09/30M CLEAR LAW ENFORCMENT ONLINE SUBS	220.00
TRISTAR	2024/09/30M CLAIMS PAID & ALAE	31,214.17
TRISTAR	RE-OPEN CLAIM	785.00
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	13,728.40
U.S. CELLULAR	2024/09/09-10/08 MONTHLY SERVICE	88.56
U.S. CELLULAR	2024/10/04-11/03 MONTHLY SERVICE	44.48
U.S. CELLULAR	2024/10/09-11/08 MONTHLY SERVICE	88.56
UNIVERSITY OF NEBRASKA MEDICAL CENTER	TOXICOLOGY TESTING	1,389.00
UNMANNED VEHICLE TECHNOLOGIES	2024/10/15-2025/10/14 PROLINE FLEET LICENSE-DRONES	3,916.00
VERIZON WIRELESS	2024/09/24-10/23 MONTHLY SERVICE	389.37
		\$ 422,942.38

FIRE & RESCUE

AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	2,035.84
BLACK HILLS ENERGY	2024/08/30-10/03 MONTHLY SERVICE	107.97
COX BUSINESS SERVICES	2024/10/01-10/31 MONTHLY SERVICE	115.00
COX BUSINESS SERVICES	2024/10/31M MONTHLY SERVICE	214.78
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	129,612.62
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	721.58
METROPOLITAN UTILITIES DIST	2024/09/06-10/04 MONTHLY SERVICE	3,613.93
METROPOLITAN UTILITIES DIST	2024/09/06-10/08 MONTHLY SERVICE	142.08
METROPOLITAN UTILITIES DIST	2024/09/10-10/08 MONTHLY SERVICE	236.94
OMAHA PUBLIC POWER DISTRICT	2024/09/25 MONTHLY SERVICE	33.10
TRISTAR	2024/09/30M CLAIMS PAID & ALAE	8,380.02
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	7,975.16
		\$ 153,189.02

MINUTE RECORD

CLAIMS FOR NOVEMBER 6, 2024

PAGE 7

NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	2024/09/30M CONSULTANT EXPENSE	2,550.00
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	ECONOMIC DEVELOPMENT CONTRACT	20,000.00
CENTURY LINK	2024/09/04-10/03 MONTHLY SERVICE	406.59
CENTURY LINK	2024/10/01-31 MONTHLY SERVICE	520.00
HDR ENGINEERING, INC	BPW-240501-PRAIRIE HILL DEV 2024/06/30-07/27	3,608.39
HDR ENGINEERING, INC	BPW-240501-PRAIRIE HILL DEV 2024/07/28-09/28	8,060.53
LOCKTON COMPANIES, LLC	2024/10/31M WELLNESS CONSULTING FEE	1,875.00
NEBRASKA WORKERS' COMP COURT	2024/11/30-2025/11/29 ADMIN SELF INSURED ASSESSMENT	2,000.00
NE-DEPARTMENT OF REVENUE	2024/09/30M SALES AND USE TAX	71.57
PM AM CORPORATION	2024/09/30M - ALARM FEES	2,680.00
REGIONAL METROPOLITAN TRANSIT	2024/08/31M MAT SERVICE 2186 MILES	6,303.00
UMB BANK - TRUST OPERATIONS	BOND PAYMENTS	653,209.50
		\$ 701,284.58

INFORMATION TECHNOLOGY

TJ CABLE	2024/09/30M LOCATES	250.00
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	252.85
		\$ 502.85

BELLEVUE BAY INDOOR WATERPARK

AMERICAN RESORT MANAGEMENT, LLC	BELLEVUE BAY INDOOR WATERPARK REIMBURSABLE EXPENSES	1,122.98
		\$ 1,122.98

2206 LONGO DR

UMB BANK - TRUST OPERATIONS	BOND PAYMENTS	142,267.28
VONRENTZELL VAN & STORAGE, INC	2024/09/08 NEW LIBRARY-PACK & MOVE BOOKS & OFFICES	79,080.00
		\$ 221,347.28

WASTEWATER

AT&T MOBILITY	2024/08/22-09/21 MONTHLY SERVICE	702.37
AT&T MOBILITY	2024/10/08-11/07 MONTHLY SERVICE	654.08
CENTURY LINK	2024/09/22-10/21 MONTHLY SERVICE	74.13
CENTURY LINK	2024/10/04-11/03 MONTHLY SERVICE	63.29
CENTURY LINK	2024/10/13-11/12 MONTHLY SERVICE	215.87
COX BUSINESS SERVICES	2024/10/31M MONTHLY SERVICE	78.40
COX BUSINESS SERVICES	2024/10/04-11/03 MONTHLY SERVICE	220.00
COX BUSINESS SERVICES	2024/10/12-11/11 MONTHLY SERVICE	208.00
ELECTRIC PUMP, LLC	ELECTRICAL-LIFT STATION MAINTENANCE	434.50
EMPLOYEE BENEFITS SYSTEMS	2024/10/31M HEALTH INSURANCE	16,040.24
GLENN SHANNON	REIMB FOR CDL LICENSE FEE	64.00
HYDRO-KLEAN, LLC	MOBILIZATION, UV LINING, RE-INSTATEMENTS-PIPELINE REHAB, WITH CREDIT	24,742.47
KENNETH CLINGERMAN	REIMB FOR CDL	64.00
KERSTEN PRECAST CONCRETE LLC	SEWER HYDRO RISER	260.00
METROPOLITAN UTILITIES DIST	2024/09/06-10/04 MONTHLY SERVICE	61.83
METROPOLITAN UTILITIES DIST	2024/09/06-10/07 MONTHLY SERVICE	181.48
MICHAEL TODD INDUSTRIAL SUPPLY	GREEN SURVEY PAINT	133.12
READY MIXED CONCRETE COMPANY	CONCRETE	982.58
UMB BANK - TRUST OPERATIONS	BOND PAYMENTS	151,953.75
US BANK VOYAGER FLEET SYSTEMS	2024/09/30M FUEL FOR CITY VEHICLES	2,903.42
		\$ 200,037.53

COMMUNITY BETTERMENT

NEBRASKA DEPARTMENT OF REVENUE	QUARTERLY LOTTERY TAXES 2024Q3 2024-09-30	52,532.00
		\$ 52,532.00

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	2024/09/30M CDBG CONSULTANT EXPENSE	2,587.50
BELLEVUE JUNIOR SPORTS ASSOCIATION	2024/09/30Q -4H QTR SCHOLARSHIP STATUS REPORT	895.00
EASTERN NEBRASKA COMMUNITY	BELLEVUE FOOD PANTRY-GENERATOR MEMO #2	70,663.00
EASTERN NEBRASKA COMMUNITY	BELLEVUE FOOD PANTRY-GEAR MEMO #3	78,140.00
		\$ 152,285.50

MINUTE RECORD

CLAIMS FOR NOVEMBER 6, 2024

PAGE 8

FEDERAL FORFEITURES-JUSTICE FUNDS

VERIZON WIRELESS	2024/09/22-10/21 MONTHLY SERVICE	581.50
		<u>\$ 581.50</u>

BCMBC-1410 WALL ST

BLACK HILLS ENERGY	2024/08/30-10/01 MONTHLY SERVICE	41.40
METROPOLITAN UTILITIES DIST	2024/09/05-10/03 MONTHLY SERVICE	107.34
OMAHA PUBLIC POWER DISTRICT	2024/08/13-09/11 MONTHLY SERVICE	1,448.60
OMAHA PUBLIC POWER DISTRICT	2024/09/11-10/11 MONTHLY SERVICE & CREDITS	786.56
		<u>\$ 2,383.90</u>

G.O. BONDS

UMB BANK - TRUST OPERATIONS	UMB PAYING AGENT FEES	1,200.00
UMB BANK - TRUST OPERATIONS	BOND PAYMENTS	3,568,261.75
		<u>\$ 3,569,461.75</u>

TOTAL CLAIMS FOR NOVEMBER 6, 2024	\$ 7,164,150.81
--	------------------------

TOTAL PAYROLL FOR OCT 25, 2024	\$ 2,186,557.41
---------------------------------------	------------------------



7a.
11/6/2024

2024 3rd Quarter Economic Indicators Report

Building Permit Valuations					
Community	Jul-24	Aug-24	Sep-24	3rd Qtr. 2024	3rd Qtr. 2023
Sarpy County	\$ 16,557,137	\$ 2,241,299	\$ 4,016,591	\$ 22,815,027	\$ 7,934,334
Bellevue	\$ 12,687,529	\$ 26,400,610	\$ 46,300,151	\$ 85,388,290	\$ 35,277,587
Papillion	\$ 34,608,949	\$ 30,910,894	\$ 31,160,038	\$ 96,679,881	\$ 31,515,889
La Vista	\$ 1,817,789	\$ 1,130,008	\$ 30,838,522	\$ 33,786,319	\$ 2,655,166
Gretna	\$ 14,759,996	\$ 16,176,483	\$ 23,640,982	\$ 54,577,461	\$ 58,996,670
Springfield	\$ 869,387	\$ 330,559	\$ 3,186,697	\$ 4,386,643	\$ 6,581,585
TOTAL	\$ 81,300,787	\$ 77,189,853	\$ 139,142,981	\$ 297,633,621	\$ 142,961,231

Approved New Business / Industrial / Office Park Platted Lots			
Subdivision Name	Address	Location	Lots
Cornhusker Creek	NW Corner of 36th & Cornhusker	Bellevue	2
		TOTAL	2

Approved Single Family Housing Platted Lots			
Subdivision Name	Address	Location	Lots
Cornhusker Creek	NW Corner of 36th & Cornhusker	Bellevue	110
		TOTAL	110

Approved Multi-Family Housing Platted Lots			
Subdivision Name	Address	Location	Lots
Cornhusker Creek	NW Corner of 36th & Cornhusker	Bellevue	1
		TOTAL	1

Single Family Housing Permits Issued					
Community	Jul-24	Aug-24	Sep-24	3rd Qtr. 2024	3rd Qtr. 2023
Sarpy County	5	2	5	12	9
Bellevue	13	20	10	43	75
Papillion	50	41	51	142	60
La Vista	0	0	0	0	0
Gretna	31	54	30	115	122
Springfield	0	1	0	1	1
TOTAL	99	118	96	313	267

Multi-Family Housing # of Units Permits Issued					
Community	Jul-24	Aug-24	Sep-24	3rd Qtr. 2024	3rd Qtr. 2023
Sarpy County	0	0	0	0	0
Bellevue	0	0	156	156	0
Papillion	0	0	0	0	0
La Vista	0	0	201	201	0
Gretna	0	2	0	2	0
Springfield	0	0	0	0	0
TOTAL	0	2	357	359	0

Sarpy County Labor Force Statistics				
Month	Labor Force	Employment	Unemployment	Rate
Jul-24	101,651	98,735	2,916	2.9%
Aug-24	100,844	98,144	2,700	2.7%
Sep-24	100,805	98,261	2,544	2.5%
Jul-23	101,819	99,639	2,180	2.1%
Aug-23	100,288	98,381	1,907	1.9%
Sep-23	100,203	98,208	1,995	2.0%



Q3 2024 - Economic Indicators Report

Building Permit Valuations Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	\$ 13,329,242	\$ 15,801,264	\$ 22,815,027		\$ 51,945,533
	2023	\$ 2,768,473	\$ 7,782,425	\$ 7,934,334		\$ 18,485,232
Bellevue	2024	\$ 54,384,621	\$ 64,051,814	\$ 85,388,290		\$ 203,824,725
	2023	\$ 19,426,394	\$ 60,908,407	\$ 35,277,587		\$ 115,612,388
Papillion	2024	\$ 44,960,556	\$ 107,383,360	\$ 96,679,881		\$ 249,023,797
	2023	\$ 56,850,236	\$ 92,162,637	\$ 31,515,889		\$ 180,528,762
La Vista	2024	\$ 6,885,700	\$ 3,186,136	\$ 33,786,319		\$ 43,858,155
	2023	\$ 2,671,460	\$ 12,171,460	\$ 2,655,166		\$ 17,498,086
Gretna	2024	\$ 27,006,682	\$ 68,342,433	\$ 54,577,461		\$ 149,926,576
	2023	\$ 51,638,351	\$ 47,156,586	\$ 58,996,670		\$ 157,791,607
Springfield	2024	\$ 1,429,807	\$ 670,260	\$ 4,386,643		\$ 6,486,710
	2023	\$ 3,903,861	\$ 9,166,257	\$ 6,581,585		\$ 19,651,703
TOTALS	2024	\$ 147,996,608	\$ 259,435,267	\$ 297,633,621		\$ 705,065,496
	2023	\$ 137,258,775	\$ 229,347,772	\$ 142,961,231		\$ 509,567,778

Single Family Housing Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	27	41	12		80
	2023	1	5	9		15
Bellevue	2024	36	38	43		117
	2023	29	41	75		145
Papillion	2024	81	143	142		366
	2023	68	117	60		245
La Vista	2024	0	0	0		0
	2023	0	1	0		1
Gretna	2024	94	107	115		316
	2023	69	117	122		308
Springfield	2024	2	2	1		5
	2023	0	1	1		2
TOTALS	2024	240	331	313		884
	2023	167	282	267		716

Multi-Family Housing # of Units Permits Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	0	0	0		0
	2023	0	0	0		0
Bellevue	2024	36	0	156		192
	2023	0	15	0		15
Papillion	2024	0	68	0		68
	2023	0	0	0		0
La Vista	2024	0	8	201		209
	2023	0	0	0		0
Gretna	2024	8	220	2		230
	2023	210	0	0		210
Springfield	2024	0	0	0		0
	2023	0	0	0		0
TOTALS	2024	44	296	359		699
	2023	210	15	0		225

Single Family Housing # of Platted Lots Issued						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2024	3	0	0		3
	2023	0	5	0		5
Bellevue	2024	0	0	110		110
	2023	0	0	0		0
Papillion	2024	0	438	0		438
	2023	70	433	0		503
La Vista	2024	0	0	0		0
	2023	0	0	0		0
Gretna	2024	0	0	0		0
	2023	147	0	0		147
Springfield	2024	0	0	0		0
	2023	0	0	0		0
TOTALS	2024	3	438	110		551
	2023	217	438	0		655



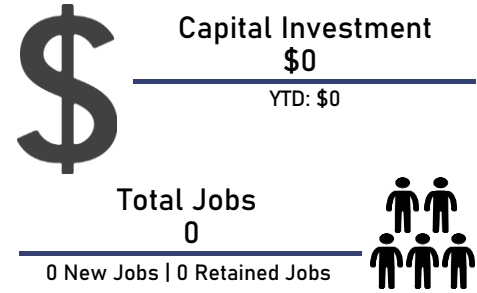
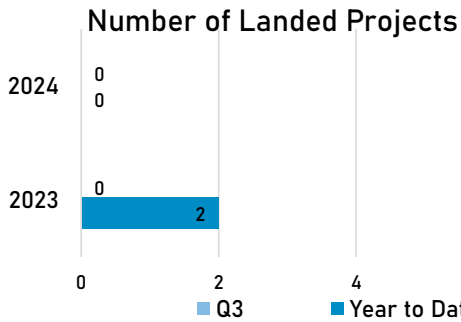
Q3 2024 - Economic Indicators Report

Commercial Projects Permitted Over \$100,000				
Project	Address/Location	Community	Valuation	Sq. Ft.
Papillion Water Treatment Accessory Building	15390 S 87th Street	Sarpy	\$13,445,179	18,200
Mid-States Utility	14289 Prairie Corners Road	Papillion	\$10,000,000	55,179
Peterbilt Truck Facility	11502 Wickersham Boulevard	Gretna	\$6,580,154	70,000
Google	14865 Gold Coast Road	Papillion	\$4,440,244	310,745
Lawson Cryogenics	15130 S 205th Avenue	Gretna	\$4,386,253	43,364
Baseball Training Facility	19680 Cypress Drive	Gretna	\$4,309,523	33,032
Commercial Building-AM Contracting	14845 Rodina Street	Springfield	\$3,152,207	63,648
ALDI INC	19311 Oakmont Drive	Gretna	\$2,841,936	20,450
LGT Corporate Headquarters	13427 Lynam Drive	Papillion	\$2,000,000	19,480
New Mixed Use Building	22010 Platteview Road	Gretna	\$1,279,641	23,040
Midwest Pickleball Club	12125 South 156 Street	Papillion	\$1,128,683	0
Tower District	108 Scott Road	Papillion	\$1,100,000	2,408
NEBCO	14301 Chandler Road	La Vista	\$1,000,000	0
City Centre Professional Services	7878 Main Street, Suite 2 E&F	La Vista	\$907,354	18,940
United Republic Bank	12751 S 216th Plaza	Gretna	\$710,422	4,870
Commercial Remodel- Restaurant	166 S 2nd Street	Springfield	\$694,935	5,341
McDonalds	2306 Towne Centre Drive	Bellevue	\$675,539	3,808
Lost Rail Golf Club (addition)	23232 Cary Street	Sarpy	\$650,000	2,698
Net Par	17878 Oakmont Drive Suite 1	Gretna	\$637,303	5,095
Strek	11710 Peel Circle	La Vista	\$631,000	0
Sagebrook Clubhouse	9824 Hillcrest Plaza	La Vista	\$622,649	0
Cabin Coffee Express	9925 South 99 Circle	Papillion	\$600,000	705
The Vive Movement	20816 W Gruenther Road Bay 101	Gretna	\$525,942	4,533

3rd Quarter 2024 Progress Report

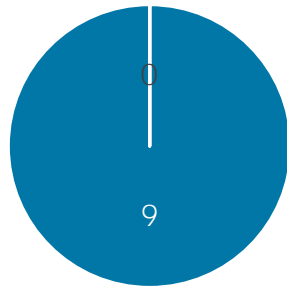
GOAL Create, grow and recruit businesses, jobs and investment in Sarpy County

Landed Projects



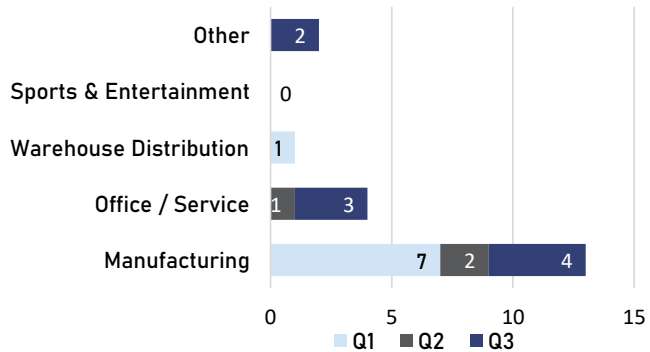
Project Pipeline

9 Opportunities - Q3
9 New to Market



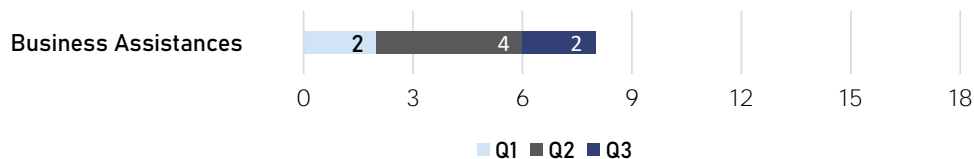
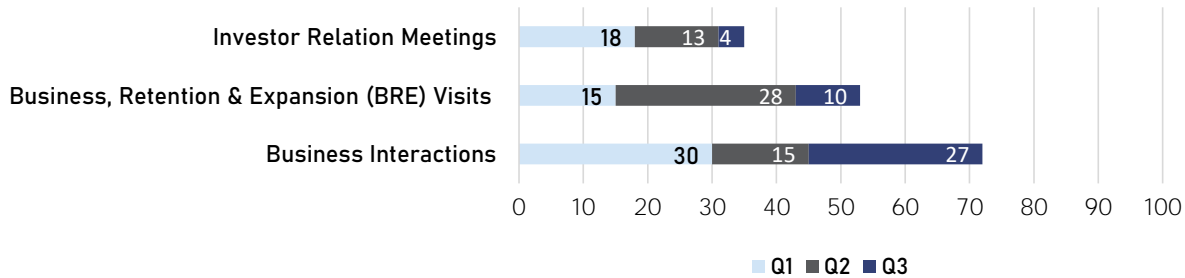
■ New to Market / Start Up
■ Retention / Expansion

New to Market Project Type - Q3



1 Prospect Visit - Q3
2 YTD

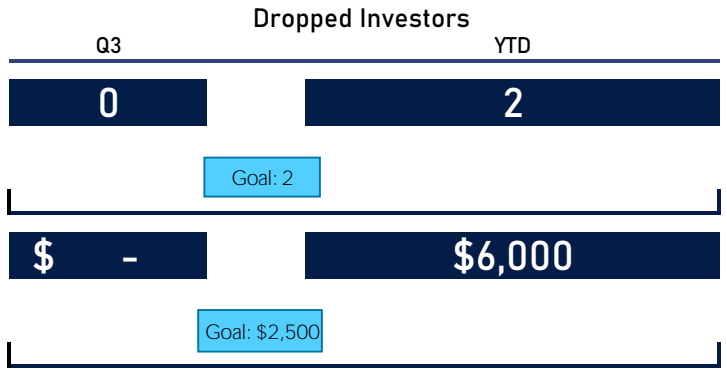
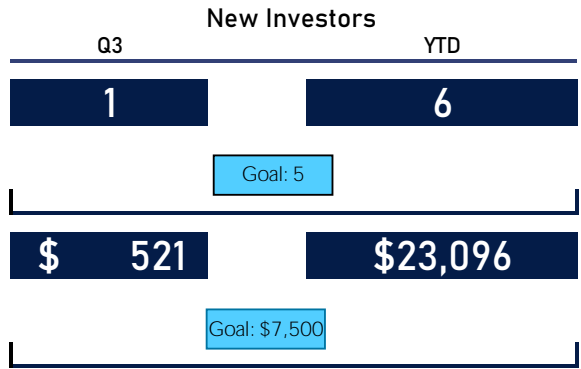
Business Interactions



GOAL

Deliver relevant and high quality member programs, events, services and information

Investor Base



Event Engagement

Investor Engagement

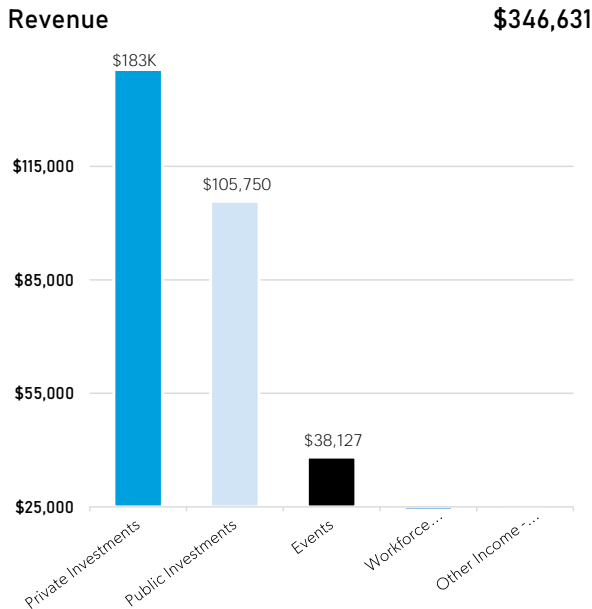
- (286) Annual Meeting
- (59) 1st Qtr. Investor Meeting
- (25) Happy Hour
- (67) 2nd Qtr. Investor Meeting
- (74) VIP Reception
- (21) Happy Hour



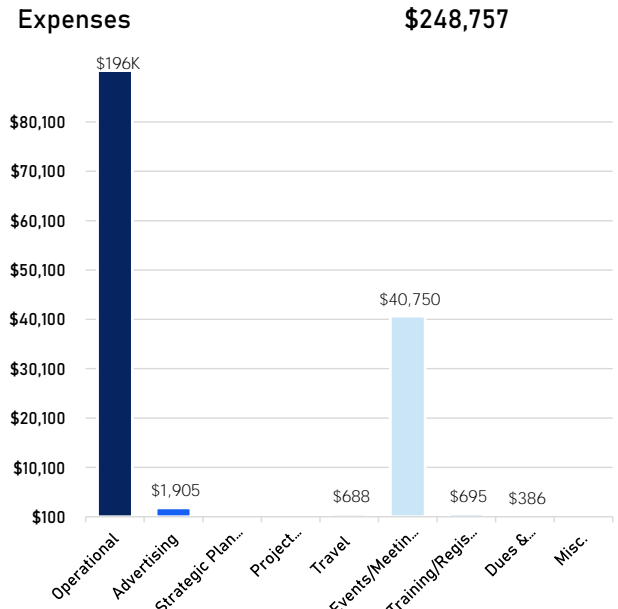
Board Member Engagement

- (42) March Board Meeting
- (31) June Board Meeting
- (31) Sept. Board Meeting

Organizational Resources



Total Revenue Budget: \$356,250



Total Expense Budget: \$461,350

Strategic Meetings

	Q3	YTD
Community Interactions	29	67
Speaking Engagements	0	1
Site Development & Project Meetings	1	5
Investor Prospect Meetings	3	4




We Influence The World!

*8a.
11/6/2024

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

MEMO

To: Council President Paul Cook and Councilmember's

From: Mayor Rusty Hike 

Subject: Appointment to the Planning Commission

Date: October 17th, 2024

Please consider the following for appointment to the Bellevue Planning Commission he will serve the remaining term of Leland Jacobson who recently resigned, ending August 2025.

Rob Klug
2002 Geri Circle
Bellevue NE 68147
(402) 659-9714
Klug89@yahoo.com

Robert James Klug
2002 Geri Circle
Bellevue, NE 68147
402.659.9714
klugr89@yahoo.com

Objective: Bellevue Planning Commission

Education: Peru State College/Chadron State/Wayne State
Endorsements/Certificates: Curriculum & Instruction/Administration
Master of Science in Education 2016
Ed. Specialist Degree 2021

University of Nebraska at Omaha
Endorsement: Social Science, 7-12
Bachelor of Science in Education 2009

Teaching

Experience: Millard North High School, Millard Public Schools
Omaha, Nebraska: AP Human Geography & American History

- Develop and taught thought provoking lesson plans
- Implemented a constructive classroom management style
- Generate both formative and summative assessments to check students' learning
- Used technology throughout lessons to better help student comprehension
- Stay current on the ever changing subjects and curriculum changes
- Construct and maintain relationships with parents, faculty, and students

Bellevue West High School, Bellevue Public Schools, 2009 - 2022
Bellevue, Nebraska: 9th Grade American History

Leadership

Experience: Administrative Intern
Millard North High School, 2022 - 2023

- Organize a data tracking system to monitor and improve student attendance
- Communicate with counselors, administrators, & parents regarding student progress
- Connecting with students and promoting the importance of attendance

Assistant Athletic Director

Millard North High School, 2022 - 2023

- Supervise a variety of varsity and lower level contests
- Communicate with staff of upcoming schedule and throughout events
- Coordinate with athletic director on scheduling

Strategic Planning Committee Member

Millard Public Schools, 2022

- Worked collaboratively with stakeholders on developing five year plan
- Led group of committee members on connecting with other school districts
- Presented to committee about the impact communication can have on our district

Millard Leadership Academy Member

Millard Public Schools, 2022 - 2023

- Analyzed district data
- Connected with aspiring leaders within the district
- Conducted interviews and attended meetings to better learn about the district

Leadership

Experience Continued:

Bellevue West High School

Ninth Grade Team Leader: 2013 - 2022

Co Teacher Facilitator: 2014 - 2022

Literacy Team Facilitator: 2017 - 2022

Bellevue Leadership Academy Member: 2016 & 2020

PBIS Committee Member: 2019 - 2022

MTSS-B Facilitator: 2020 - 2022

Coaching

Experience: Bellevue West High School, Bellevue Public Schools
Football Head Coach, 9th Grade, Fall 2014 – 2022

Bellevue West High School, Bellevue Public Schools
Head Coach, Boys Golf, Spring 2014 - 2022

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
11/6/2024

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:

- Ordinance No. 4166 (redlined)
-
-
-
-
-

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

Section 2. Appointed Officials

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

Section 2a. Unclassified

	<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

12a.
11/6/2024

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?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|---|--|---|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ord. No. 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 ¼ 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

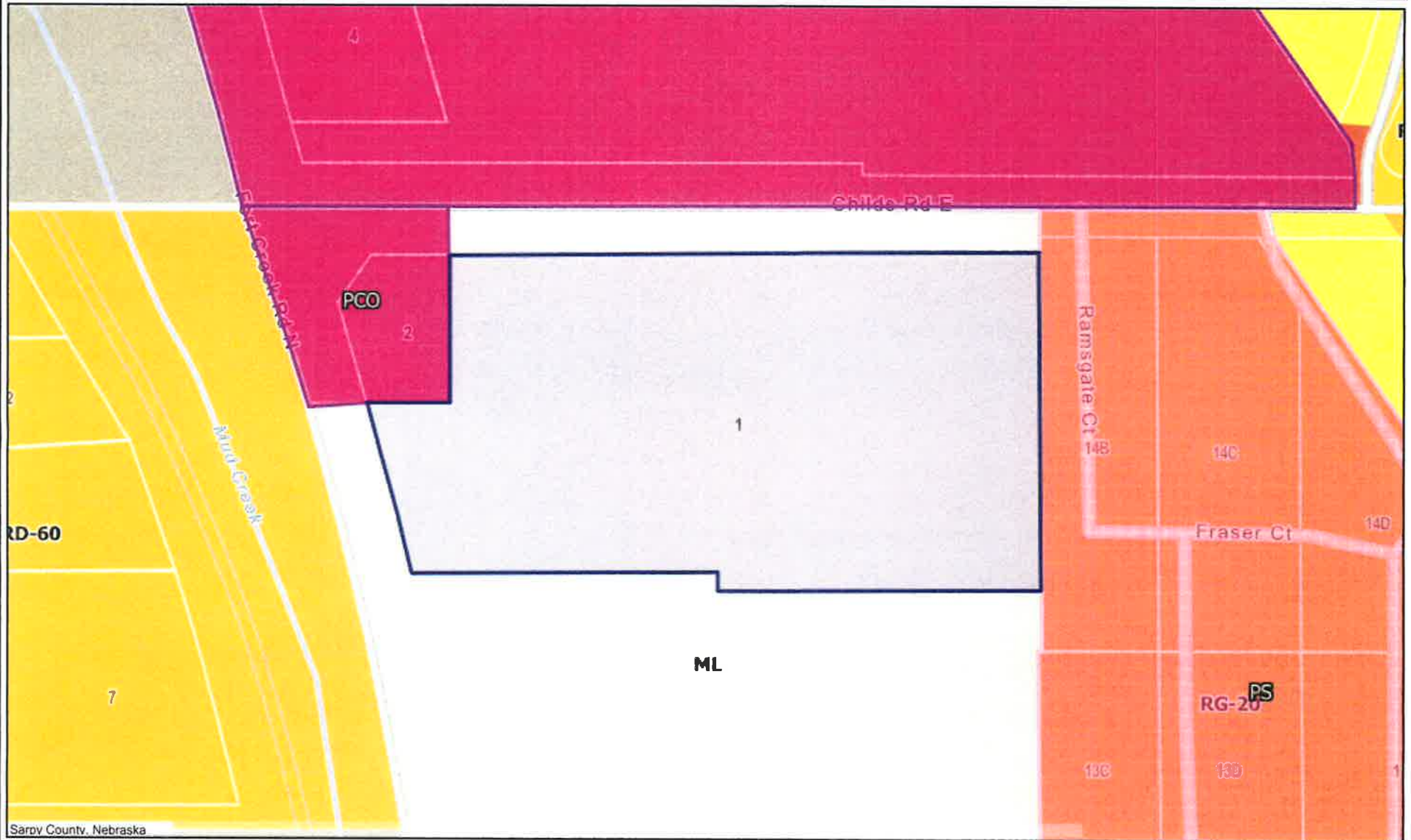
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Justification letter received August 22, 2024
4. Conceptual Site Layout received August 23, 2024

VII. COPIES OF REPORT TO:

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


Assistant Planning Manager


Planning Director 10/08/24
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.

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

A handwritten signature in black ink, appearing to read "Bob Sterba".

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."



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: _____

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

**12b.
11/62024**

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. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="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
[Signature]
[Signature]

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 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.

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

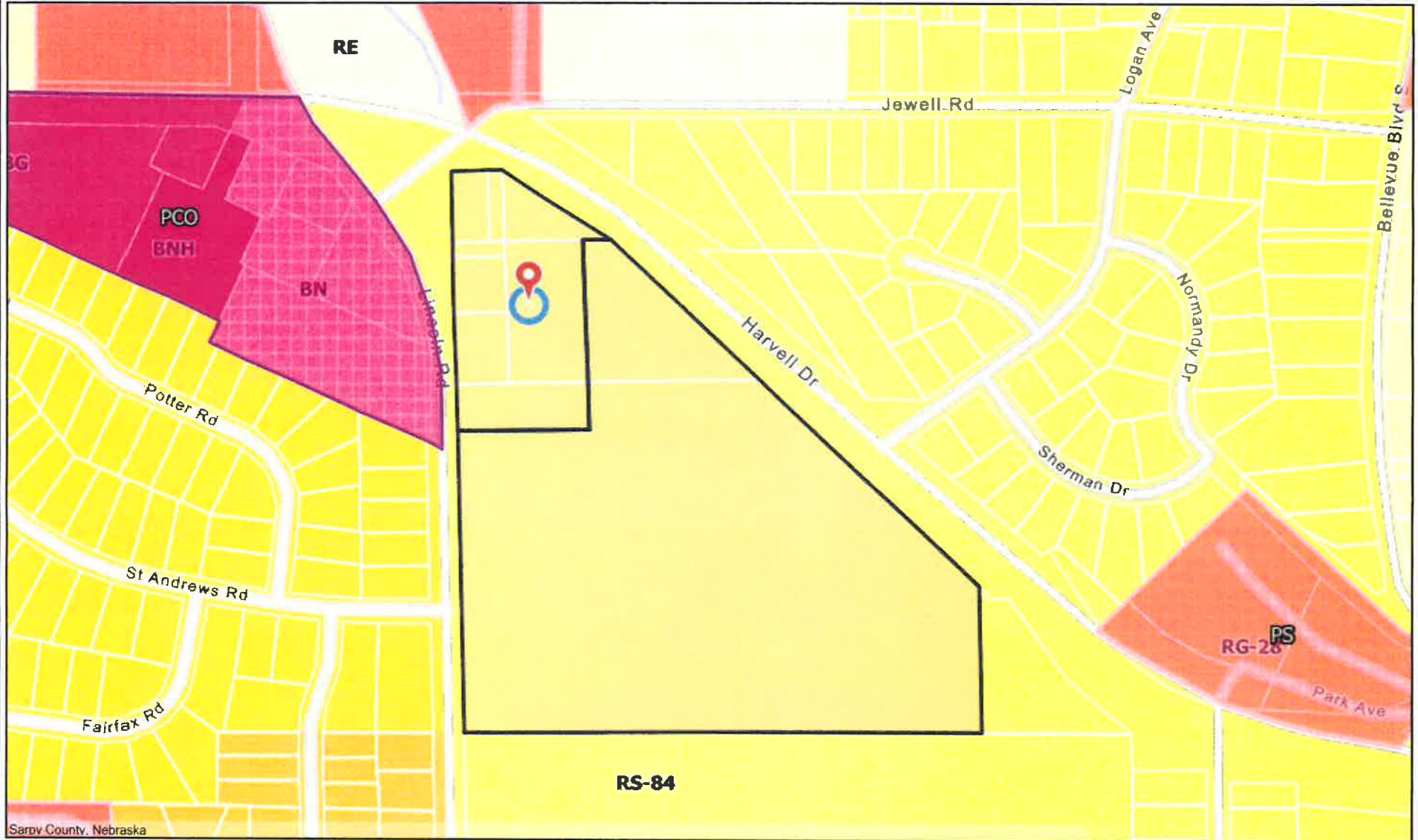
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from Jeff Stoll received August 30, 2024
4. Small Subdivision Plat received September 12, 2024
5. As-built plot plan received September 12, 2024

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

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.

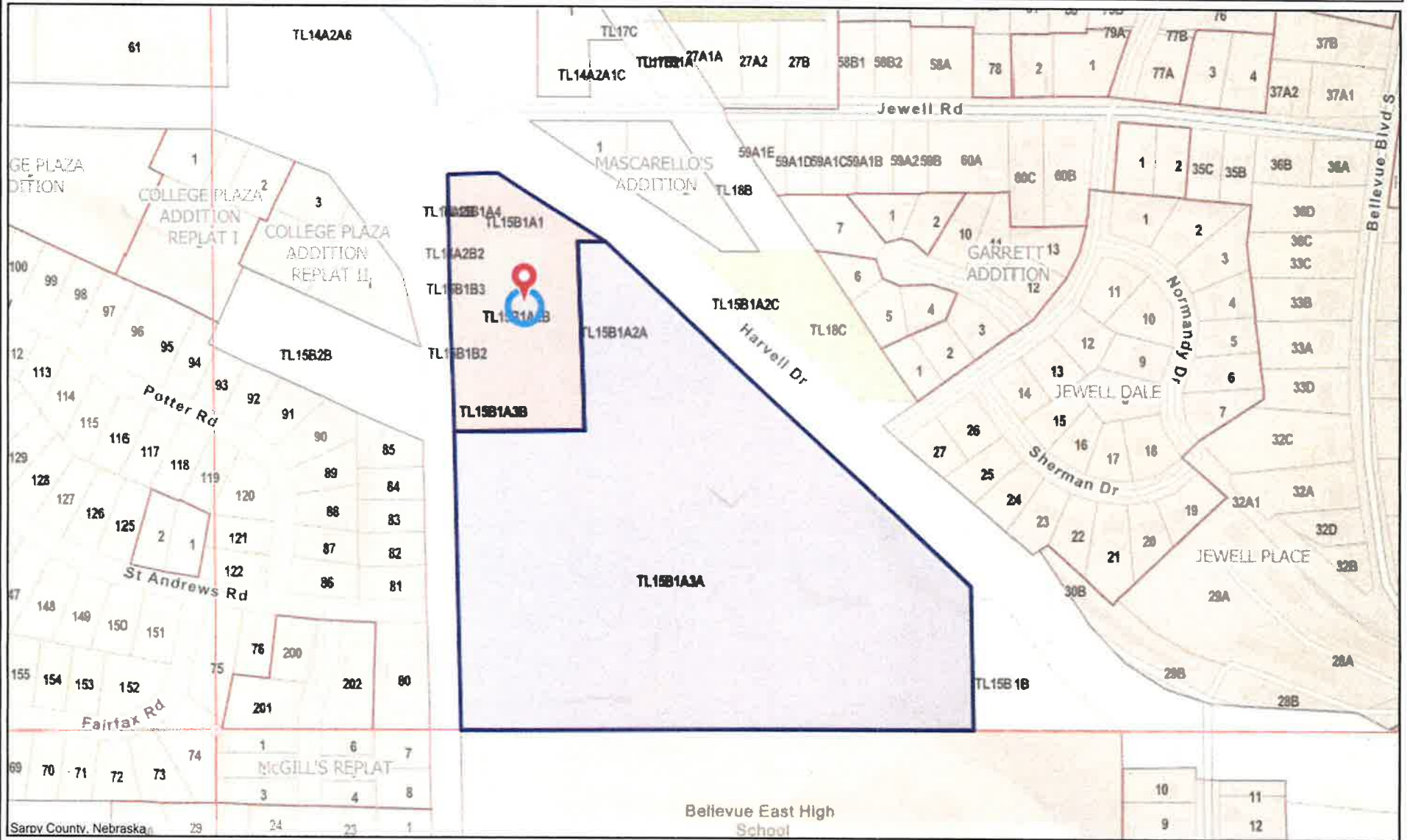


Notes





1003 Lincoln Rd





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.

EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP

LOTS 1 AND 2

A TRACT OF LAND BEING TAX LOTS 15B1A261 TOGETHER WITH PART OF TAX LOTS 15B1A331, 15A261, 15A262, 15B1A4, 15B1A1, 15B1B2, 15B1B3, 15B1A24 AND 15B1A23, TAX LOTS LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST, THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

MEMORANDUM

WHEREAS, I, JOHN W. VON DOLLEN, NEBRASKA REGISTERED LAND SURVEYOR No. 574, HAVE PERSONALLY SURVEYED THE LAND DESCRIBED ON THE ACCOMPANYING PLAT, THAT SAID PLAT IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AND RECORDS, AND SAID SURVEY WAS MADE WITH THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND ACCORDANCE WITH THE STANDARD STANDARDS FOR SURVEYS IN NEBRASKA AT THE TIME OF THIS SURVEY.

REVIEWER CERTIFICATION

I, JOHN W. VON DOLLEN, NEBRASKA REGISTERED LAND SURVEYOR No. 574, HAVE PERSONALLY SURVEYED THE LAND DESCRIBED ON THE ACCOMPANYING PLAT, THAT SAID PLAT IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AND RECORDS, AND SAID SURVEY WAS MADE WITH THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND ACCORDANCE WITH THE STANDARD STANDARDS FOR SURVEYS IN NEBRASKA AT THE TIME OF THIS SURVEY.

LEGAL DESCRIPTION

A TRACT OF LAND BEING TAX LOTS 15B1A261 TOGETHER WITH PART OF TAX LOTS 15B1A4, 15A261, 15A262, 15B1A1, 15B1B2, 15B1B3, 15B1A24 AND 15B1A23, TAX LOTS LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST, THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF MISS ON HEIGHTS SCHOOL, ADDITION A SUBDIVISION LOCATED IN SAID SECTION 25, SAID POINT ALSO BEING ON THE EASTERN 88 FEET THICK RIGHT-OF-WAY LINE OF LINCOLN ROAD, THENCE 151°15'19" (BASED ON BEARING DOUGLAS) SARPY COUNTY LOW DISTORTION PROJECTION ALONG SAID EASTLINE 15 FEET WIDE RIGHT-OF-WAY LINE OF LINCOLN ROAD, A DISTANCE OF 416 FEET TO THE SOUTH LINE OF SAID SAID LOT 15B1A261, THENCE NORTH 89°50'00" ALONG SAID EASTERN RIGHT-OF-WAY LINE OF LINCOLN ROAD, A DISTANCE OF 157.15 FEET TO THE INTERSECTION OF SAID EASTERN RIGHT-OF-WAY LINE OF LINCOLN ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF HARVELL DRIVE, THENCE SOUTHERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARVELL DRIVE ON THE FOLLOWING BEARS (AS DESCRIBED SOURCES) (1) SOUTHWEST, A DISTANCE OF 162.40 FEET, (2) THENCE SOUTHWEST, A DISTANCE OF 272.61 FEET TO POINT ON THE SOUTHERLY LINE OF SAID TAX LOT 15B1A1, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID TAX LOT 15B1A1, (3) THENCE SOUTHWEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARVELL DRIVE, A DISTANCE OF 248.65 FEET TO THE WEST LINE OF TAX LOT 15B1A1, (4) TAX LOT LOCATED IN SAID SECTION 25, THENCE SOUTH ALONG SAID WEST LINE OF TAX LOT 15B1A1, A DISTANCE OF 318.40 TO THE SOUTHWEST CORNER OF SAID TAX LOT 15B1A1, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID MISS ON HEIGHTS SCHOOL ADDITION, THENCE SOUTH ALONG SAID NORTH LINE OF MISS ON HEIGHTS SCHOOL ADDITION, A DISTANCE OF 158.64 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 676.532 SQUARE FEET OR 0.154 ACRES, MORE OR LESS.

JOHN W. VON DOLLEN, L.S. 574 _____ DATE _____

BELLEVUE CITY COUNCIL APPROVAL

THIS PLAT OF EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP LOTS 1 AND 2, NUMBERED AS SHOWN, WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE ON THIS _____ DAY OF _____, 2024. APPROVAL OF THIS FINAL PLAT SHALL BECOME NULL AND VOID IF NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED IN SECTION 4-18 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.

WITNESSE MY HAND AND NOTARIAL SEAL, THIS DAY AND YEAR LAST ABOVE WRITTEN.

ATTEST: _____

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION

THIS PLAT OF EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP LOTS 1 AND 2, NUMBERED AS SHOWN, WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION _____ DATE _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS _____ DAY OF _____, 2024.

COUNTY SURVEYOR / ENGINEER _____

EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP

MARION BOWEN, MANAGING MEMBER _____ DATE _____

THE SCHOOL DISTRICT OF BELLEVUE IN THE COUNTY OF SARPY IN THE STATE OF NEBRASKA, AKA BELLEVUE PUBLIC SCHOOL DISTRICT No. 981 _____ DATE _____

JEFF RYPIE, SUPERINTENDENT _____ DATE _____

ACCOMPLISHED BY NOTARY _____ DATE _____

STATE OF NEBRASKA _____

CITY OF _____

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, BOUND FOR SAID COUNTY, PERSONALLY CAME MARION BOWEN, MANAGING MEMBER OF EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP, WHO IS PERSONALLY KNOWN TO BE THE ADJUTANT PERSON WHOSE NAME IS AFFIXED TO THE DECLARATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESSE MY HAND AND NOTARIAL SEAL, THIS DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC _____

ACCOMPLISHED BY NOTARY

STATE OF NEBRASKA _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, BOUND FOR SAID COUNTY, PERSONALLY CAME JEFF RYPIE, SUPERINTENDENT OF THE SCHOOL DISTRICT OF BELLEVUE IN THE COUNTY OF SARPY IN THE STATE OF NEBRASKA, AKA SARPY COUNTY SCHOOL DISTRICT No. 981, AKA BELLEVUE PUBLIC SCHOOL DISTRICT, WHO IS PERSONALLY KNOWN TO BE THE ADJUTANT PERSON WHOSE NAME IS AFFIXED TO THE DECLARATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESSE MY HAND AND NOTARIAL SEAL, THIS DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC _____

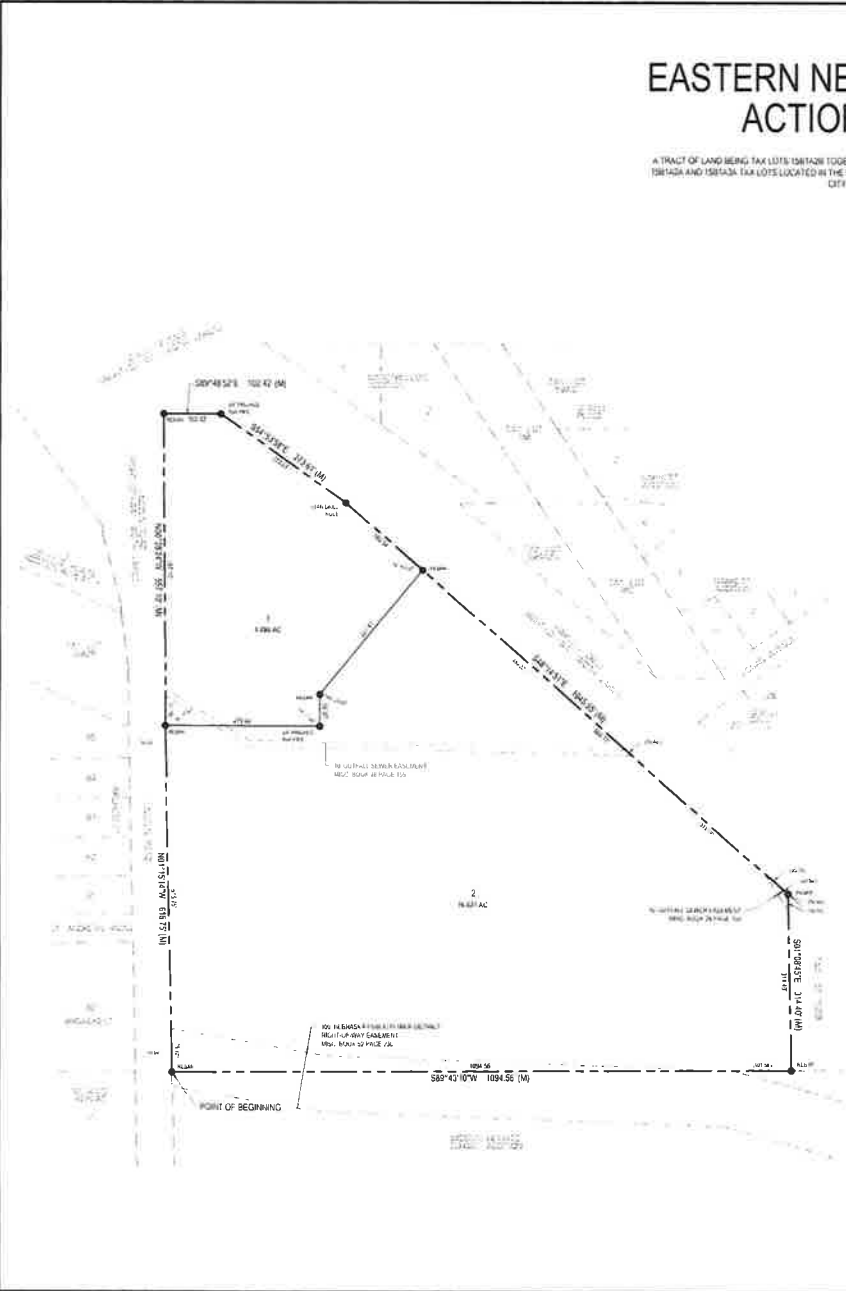
COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER _____ DATE _____

NOTES

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO HARVELL DRIVE FROM LOTS 1 AND 2.
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- ALL DISTANCES SHOWN IN PARENTHESES ARE FOR REFERENCE TO EXISTING EASEMENT LOCATIONS. REFER TO THE RECORDED EASEMENT DOCUMENT FOR THE OFFICIAL LOCATIONS.



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
1833 MAWVA Road, Suite 100 • Omaha, NE, 68118
Phone: 402.833.8833 Fax: 402.833.3331
Date of File: Certificate of Subdivision K-20069

EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP LOTS 1 AND 2 BELLEVUE, NEBRASKA

SMALL SUBDIVISION

DATE	APPROVED BY	DESCRIPTION

DATE	APPROVED BY	DESCRIPTION

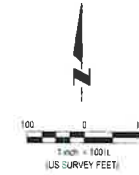
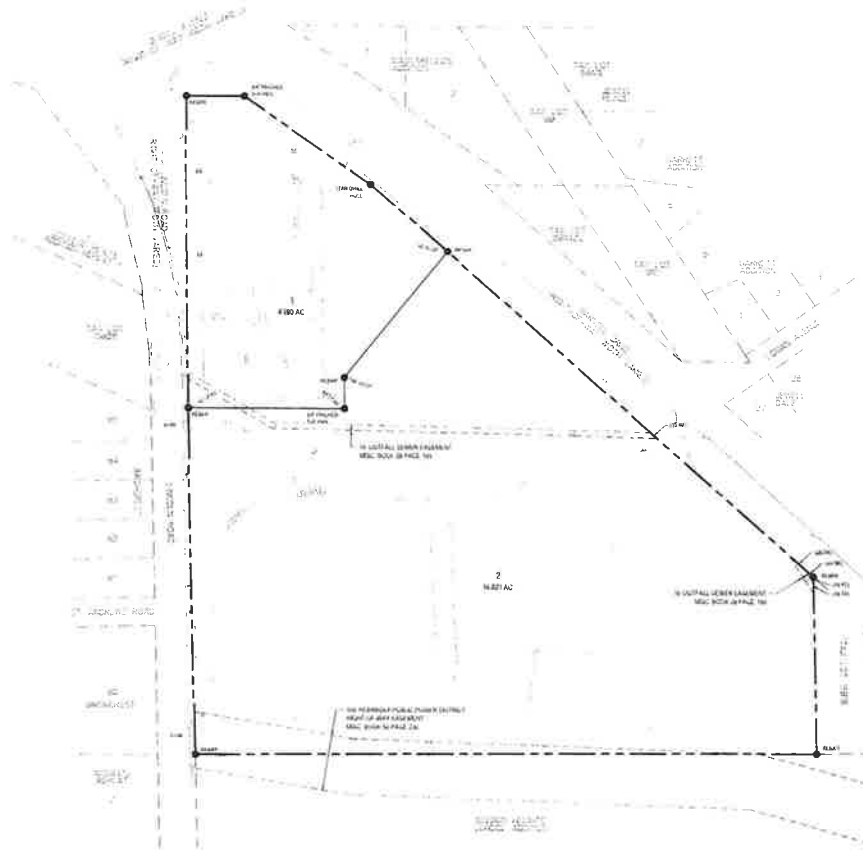
SEP 12 2024

PLANNING DEPT.

EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP

LOTS 1 AND 2

A TRACT OF LAND BEING TAX LOTS 1&2 TOGETHER WITH PART OF TAX LOTS 15&16, 20, 14&15, 14&20, 15&14A, 15&14B, 15&16, 15&17, 15&18A AND 15&18A TAX LOTS LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST THE 6TH P.M., CITY OF BELLEVUE, SARY COUNTY, NEBRASKA.



LEGEND

- PROPERTY CORNER FOUND (AS NOTED)
- BOUNDARY LINE
- LOT LINE
- - - EAST PROPERTY LINES
- (M) MEASURED DISTANCE
- ▭ BUILDING
- AREA INLET
- ⊠ OPPO TRANSMISSION LINE TOWER
- ⊞ POWER RISER
- ⊕ LIGHT POLE
- FIRE HYDRANT
- ⊞ UTILITY VALVE (WATER)
- ⊞ MANHOLE
- ⊞ CURB INLET
- ⊞ UTILITY VALVE (GAS)
- - - FENCE LINE
- - - GAS LINE
- - - WATER LINE
- - - DWP - DWP - POWER LINE (OVERHEAD)
- - - LUP - LUP - POWER LINE (UNDER GROUND)
- - - SS - SS - SANITARY SEWER LINE
- - - ST - ST - STORM SEWER LINE
- - - LFO - LFO - FIBER OPTIC LINE
- BUSH
- CONIFEROUS TREE

RECEIVED
SEP 12 2024
PLANNING DEPT.

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
15800 148th Street, Suite 100 • Omaha, NE 68144
Phone: 402.493.4100 • Fax: 402.493.3119
State P/E Certificate #A-00000000-00000



EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP
LOTS 1 AND 2
BELLEVUE, NEBRASKA

AS BUILT SURVEY

Proj No.	000101010	Rev.	Description
Date	09/12/24	1	AS BUILT SURVEY
Drawn By	MS		
Checked By	MS		
Date	09/12/24		
Scale	AS SHOWN		
Sheet	1		

© 2024 E & A - All Rights Reserved. No part of this document may be reproduced without written permission from E & A.

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: _____

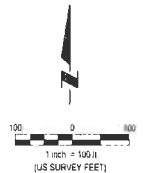
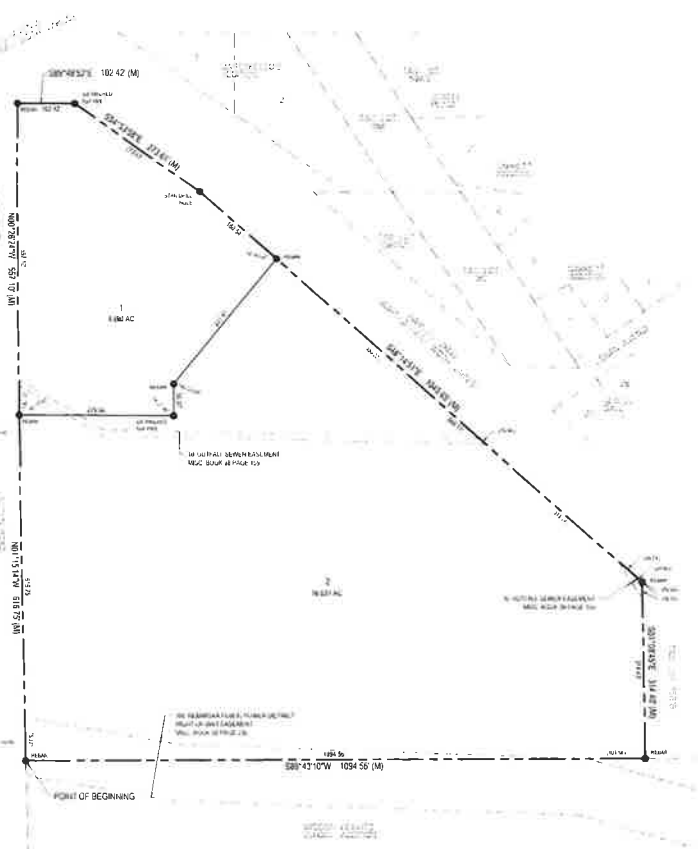
Second Reading: _____

Third Reading: _____

EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP

LOTS 1 AND 2

A TRACT OF LAND BEING TAX LOTS 15B1426 TOGETHER WITH PART OF TAX LOTS 15B1436, 14A29, 14A292, 15B144, 15B141, 15B182, 15B183, 15B182A AND 15B143A TAX LOTS LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA



LEGEND

- BASES OF BEARING: DOUGLASSARPY COUNTY, LOW DISTORTION PROJECTION
- MONUMENTS FOUND (AS NOTED)
 - BOUNDARY LINE
 - LOT LINE
 - EXIST PROPERTY LINES
 - EXIST EASEMENTS
 - MEASURED DISTANCE

REMARKS

KNOW ALL MENBY THESE PRESENTS THAT THE EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP AND SCHOOL DISTRICT OF BELLEVUE IN THE COUNTY OF SARPY IN THE STATE OF NEBRASKA AKA SARPY COUNTY SCHOOL DISTRICT No. 001 AKA BELLEVUE PUBLIC SCHOOL DISTRICT OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATION AND EMBRACED WITHIN THIS PLAT I HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE PERMANENTLY KNOWN AS EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP (LOTS TO BE NUMBERED AS SHOWN) AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT (OPPD), COOK COMMUNITY LOTS AND CENTURYLINK ACROSS THE 30 FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS THE TERM EXTERIOR LOTS IS HEREBY DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE EASEMENT MAY BE REDUCED TO EIGHT (8) FEET WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY THEIR SUCCESSORS AND AGENTS TO INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE PIPES, LINES, HYDRANTS AND OTHER RELATED FACILITIES AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL C.D.A. DE SACS STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED ON SAID EASEMENT RIGHTS, BUT THE SAME MAY BE USED FOR GARDENS, SPHERES, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THREATEN OR INTERFERE WITH THE FORESAID RIGHTS HEREBY GRANTED.

EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP

AMRON BOWEN, MANAGING MEMBER DATE _____
THE SCHOOL DISTRICT OF BELLEVUE IN THE COUNTY OF SARPY IN THE STATE OF NEBRASKA
SARPY COUNTY SCHOOL DISTRICT No. 001
AKA BELLEVUE PUBLIC SCHOOL DISTRICT

JAY HOPPE, SUPERVISOR/DIRECTOR DATE _____
ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF _____)

ON THIS _____ DAY OF _____ BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN THE STATE OF NEBRASKA PERSONALLY CAME AMRON BOWEN, MANAGING MEMBER OF EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF _____)

ON THIS _____ DAY OF _____ BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN THE STATE OF NEBRASKA PERSONALLY CAME JAY HOPPE, SUPERVISOR/DIRECTOR OF THE SCHOOL DISTRICT OF BELLEVUE IN THE COUNTY OF SARPY IN THE STATE OF NEBRASKA AKA SARPY COUNTY SCHOOL DISTRICT No. 001 AKA BELLEVUE PUBLIC SCHOOL DISTRICT, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

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

NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER DATE _____

NOTES

1. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO HARVELL DRIVE FROM LOTS 1 AND 2.
2. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
3. ALL DISTANCES SHOWN IN PARENTHESES ARE FOR REFERENCE TO EXISTING EASEMENTS. LOCATIONS REFER TO THE RECORDED EASEMENT DOCUMENT FOR THE OFFICIAL LOCATION.

SURVEYORS CERTIFICATION

I, JOHN W. VON DOLLEN, NEBRASKA REGISTERED LAND SURVEYOR NO. 379, DOUBLY REGISTERED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERSONALLY A SURVEY OF THE LAND DESCRIBED ON THE ACCOMPANYING PLAT, THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR SURVEYS IN NEBRASKA IN EFFECT AT THE TIME OF THIS SURVEY.

LEGAL DESCRIPTION

A TRACT OF LAND BEING TAX LOTS 15B1426 TOGETHER WITH PART OF TAX LOTS 15B1436, 14A29, 14A292, 15B144, 15B141, 15B182, 15B183, 15B182A AND 15B143A TAX LOTS LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST THE 6TH P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF MISSION HEIGHTS SCHOOL ADDITION A SUBDIVISION LOCATED IN SAID SECTION 25 SAID POINT ALSO BEING ON THE EASTERLY 16 FEET WIDE RIGHT-OF-WAY LINE OF LINEAL ROAD, THENCE S81°15'19" W (BASIS OF BEARING DOUGLASSARPY COUNTY LOW DISTORTION PROJECTION) ALONG SAID RIGHT-OF-WAY LINE 16 FEET WIDE RIGHT-OF-WAY LINE OF IRREGULAR ROAD, A DISTANCE OF 643.13 FEET TO THE SOUTH LINE OF SAID TAX LOT 15B1436, THENCE N89°20'04" E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LINEAL ROAD, A DISTANCE OF 351.18 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY LINE OF LINEAL ROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF HARVELL DRIVE, THENCE S64°54'45" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARVELL DRIVE ON THE FOLLOWING THREE (3) DESCRIBED COURSES: (1) S84°54'45" E, A DISTANCE OF 102.43 FEET; (2) THENCE S84°54'45" E, A DISTANCE OF 213.91 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TAX LOT 15B141, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID TAX LOT 15B142A; (3) THENCE S84°18'17" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HARVELL DRIVE, A DISTANCE OF 158.84 FEET TO THE WEST LINE OF SAID TAX LOT 15B18, A DISTANCE OF 314.40' TO THE SOUTHWEST CORNER OF SAID TAX LOT 15B18, SAID POINT ALSO BEING ON THE NORTH LINE OF SAID MISSION HEIGHTS SCHOOL ADDITION, THENCE S41°11'10" W, ALONG SAID NORTH LINE OF MISSION HEIGHTS SCHOOL ADDITION, A DISTANCE OF 1564.16 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 876.833 SQUARE FEET OR 20.111 ACRES, MORE OR LESS.

JOHN W. VON DOLLEN, LS 379 DATE _____

BELLEVUE CITY COUNCIL APPROVAL

THIS PLAT OF EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE CITY COUNCIL OF BELLEVUE ON THIS _____ DAY OF _____, 2024. APPROVAL OF THIS FINAL PLAT SHALL BECOME NULL AND VOID NINETY (90) DAYS FROM THE DATE OF CITY COUNCIL APPROVAL. THIS FINAL PLAT IS NOT FILED WITH THE REGISTER OF DEEDS AS PROVIDED IN SECTION 4-16 OF THE CITY OF BELLEVUE SUBDIVISION REGULATIONS.

MAYOR _____

ATTENT _____

APPROVAL OF BELLEVUE CITY PLANNING COMMISSION
THIS PLAT OF EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

CHAIRMAN OF CITY PLANNING COMMISSION DATE _____

REVIEW BY SARPY COUNTY PUBLIC WORKS
THIS PLAT OF EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE, THIS _____ DAY OF _____, 2024.

COUNTY SURVEYOR, ENGINEER

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
1835 Mill Valley Road, Suite 100 • Omaha, NE 68104
Phone: 402.231.0100 • Fax: 402.231.0199
State of NE License of Professional Engineer



EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP
LOTS 1 AND 2
BELLEVUE, NEBRASKA

SMALL SUBDIVISION

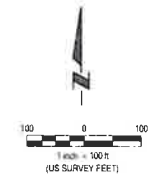
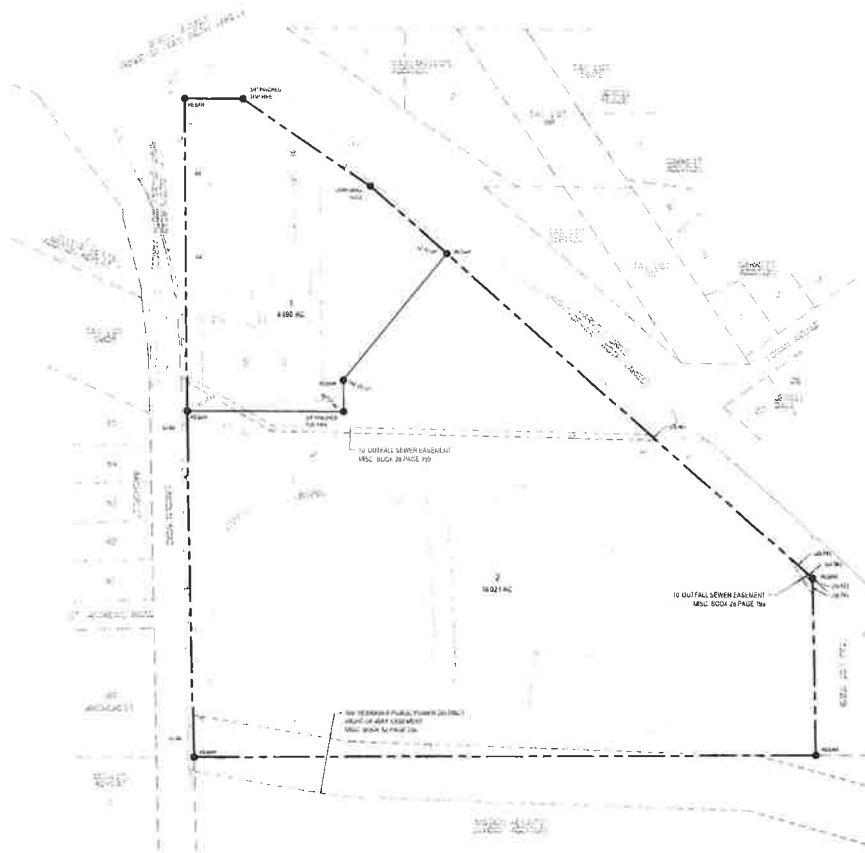
DATE	BY	REVISION

SEP 12 2024
PLANNING DEPT.

EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP

LOTS 1 AND 2

A TRACT OF LAND BEING TAX LOTS 15B1426 TOGETHER WITH PART OF TAX LOTS 15B1428, 14A26, 14A28, 15B144, 15B141, 15B182, 15B183, 15B142A AND 15B143A TAX LOTS LOCATED IN THE SW1/4 OF THE SW1/4 OF SECTION 28, TOWNSHIP 14 NORTH, RANGE 13 EAST THE 6TH P.M. CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA



LEGEND

- PROPERTY CORNER FOUND (AS NOTED)
- BOUNDARY LINE
- - - LOT LINE
- - - EXIST. PROPERTY LINES
- (N) MEASURED DISTANCE
- ▭ BUILDING
- AREA INLET
- ⊠ OPD (TRANSMISSION LINE TOWER)
- ⊞ POWER RISER
- ⊙ LIGHT POLE
- ⊙ FIRE HYDRANT
- ⊙ UTILITY VALVE (PINK)
- ⊙ MANHOLE
- ⊙ CURB INLET
- ⊙ UTILITY VALVE SIGNAL
- FENCE LINE
- GAS LINE
- WATER LINE
- POWER LINE (OVERHEAD)
- POWER LINE (UNDER GROUND)
- SANITARY SEWER LINE
- STORM SEWER LINE
- FIBER OPTIC LINE
- BUSH
- CONIFEROUS TREE

RECEIVED
 SEP 12 2024
 PLANNING DEPT.

E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 1500 84th Street, Suite 100, Omaha, NE 68154
 Phone: 402.933.4200 • Fax: 402.933.1915
 Date of NE Certificate of Registration: 04/2008



EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP
 LOTS 1 AND 2
 BELLEVUE, NEBRASKA

AS BUILT SURVEY

Drawn	Checked	Date	Description
AW	AW	09/02/2024	AS BUILT SURVEY
AW	AW	09/02/2024	AS BUILT SURVEY
AW	AW	09/02/2024	AS BUILT SURVEY

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

COUNCIL MEETING DATE: 11/05/2024		SUBMITTED BY: Administration	
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:

Ordinance No. 4169 to Amend Chapter 19 of the Bellevue Municipal Code by Adding a new Article IX, Sections 19-108 to 19-120 Regarding Vacant Property Registration and to Provide an Effective Date

SYNOPSIS/BACKGROUND:

Vacant commercial and residential buildings contribute to blight, discourage economic development, hinder appreciation of property values, endanger public health and safety, attract criminal activity, and create fire hazards. It is the responsibility of property owners to prevent vacant properties from becoming a burden to the neighborhood and community and a threat to the public health, safety and welfare. Maintenance of the public health, safety, and welfare thus requires the City to maintain an accurate registration of all vacant properties. This vacant property registration ordinance places a duty on the owner of vacant properties to assist the City in preventing a public nuisance. Any fees imposed under a vacant property registration ordinance have the potential to benefit the owners of vacant properties by helping to finance additional government services to protect the value and security of such properties.

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:

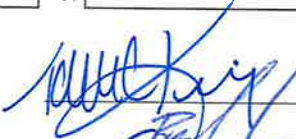
RECOMMENDATION:


Approve Ordinance No. 4169 and authorize Mayor to Sign.

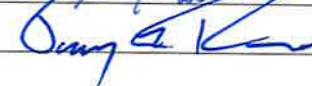
ATTACHMENTS:

1. Ordinance 4169- Redline	2. Ordinance 4169 -Clean Copy	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: 

ORDINANCE NO. 4169

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE IX, SECTIONS 19-108 TO 19-120 TO REQUIRE THE REGISTRATION OF VACANT PROPERTIES; PROVIDE REGISTRATION FEES; PROVIDE PENALTIES FOR FAILING TO REGISTER VACANT PROPERTIES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 19, Article 9, Section 19-108 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-108 REGISTRATION OF VACANT PROPERTIES: PURPOSE.

Recognizing that vacant commercial and residential buildings (hereinafter referred to as "vacant properties") contribute to blight, discourage economic development, hinder appreciation of property values, endanger public health and safety, attract criminal activity, create fire hazards and otherwise diminish quality of life. It is the responsibility of property owners to prevent vacant properties from becoming a burden to the neighborhood and community and a threat to the public health, safety and welfare. Maintenance of the public health, safety, and welfare thus requires the City to maintain an accurate registration of all vacant properties. Any fees imposed under a vacant property registration ordinance have the potential to benefit the owners of vacant properties by helping to finance additional government services to protect the value and security of such properties. That enactment of a vacant property registration ordinance is a proper exercise of the City of Bellevue's authority to protect the public health, safety and welfare of community residents.

Section 2. That Chapter 19, Article 9, Section 19-109 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-109 REGISTRATION OF VACANT PROPERTIES: PUBLIC NUISANCE.

Vacant properties shall constitute a public nuisance. The City of Bellevue is given the power and authority pursuant to Nebraska Revised Statute § 18-1720 to define, regulate, suppress and prevent such nuisances. A vacant property registration ordinance places a duty on the owner of vacant properties to assist the City in preventing public nuisance. The City Clerk shall be the program administrator for the vacant properties registration list and said registration applies to any and all vacant properties within the City limits.

Section 3. That Chapter 19, Article 9, Section 19-110 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-110 REGISTRATION OF VACANT PROPERTIES: DUTIES OF OWNER.

All owners of vacant property subject to a vacant property registration ordinance, adopted pursuant to Nebraska Revised Statute § 19-5406, shall be required to register such property with the City Clerk.

Section 4. That Chapter 19, Article 9, Section 19-111 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-111 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY REGISTRATION.

The owner of a vacant property must register said property with the City Clerk within thirty (30) calendar days of written notice provided to the owner or the owner's resident agent of the existence of the vacant property. Such notice shall be served on the owner or resident agent by personal service or by certified mail, return receipt requested. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the City and by conspicuously posting the notice on the commercial building or residential building which is vacant. A copy of the notice under this section shall be recorded by the County Clerk, or his or her designee, in the records of the Register of Deeds for Sarpy County, Nebraska and indexed against the premises.

For purposes of this Section, evidence of vacancy means any condition or circumstance that on its own or in combination with other conditions or circumstances would lead a reasonable person to believe that a residential building or commercial building is vacant. Such conditions or circumstances may include, but are not limited to, the following:

- (a) Overgrown or dead vegetation, including grass, shrubbery, and other plantings;
- (b) An accumulation of abandoned personal property, trash or other waste;
- (c) Visible deterioration or lack of maintenance of any building or structure on the property;
- (d) Graffiti or other defacement of any building or structure on the property; or
- (e) Any other condition or circumstance reasonably indicating that the property is not occupied for residential purposes or being used for the operation of a lawful business.

For purposes of this section, a vacant property shall not be used for storage unless specifically allowed pursuant to the City of Bellevue Zoning Ordinance.

Section 5. That Chapter 19, Article 9, Section 19-112 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-112 REGISTRATION OF VACANT PROPERTIES: DEFINITIONS.

For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them:

Vacant means the property has been vacant for 180 days or longer and during such time, has continuously exhibited evidence of vacancy as described in Section 4.

Owner of vacant property means the person or persons shown to be the owner or owners of record on the records of the register of deeds.

Commercial building means a building with more than twenty-five (25%) percent of its floor space used for commercial activity. For the purposes of this section, floor space shall be designated as the area on the main or street level of the building. For purposes of this section, commercial activity means having the objective of supplying commodities (goods and services), industrial uses, industrial manufacturing, and ancillary business functions.

Residential building means a housing structure or other framework, together with such land on which the dwelling and appurtenant buildings are located, that is used or intended to support occupancy of one or more persons for non-business purposes. This includes but is not limited to the following: a house, a condominium, a townhouse, an apartment unit or building, or a trailer house.

Section 6. That Chapter 19, Article 9, Section 19-113 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-113 REGISTRATION OF VACANT PROPERTIES: EXEMPTIONS.

The vacant property registration ordinance provides the following exemptions to the vacant property registration and fee requirements, including, but not limited to, the following:

- (a) Property only considered to be a seasonal residence; and the property is in compliance with all current City of Bellevue codes.
- (b) Property of an owner who is temporarily absent, but who has demonstrated his or her intent to return; and the property is in compliance with all current City of Bellevue codes.
- (c) Property that is scheduled for demolition and has a valid demo permit issued by the City of Bellevue.
- (d) Property under construction or renovation pursuant to a valid building permit issued by the City of Bellevue.
- (e) Property subject to divorce, probate or estate proceedings; and the property is in compliance with all current City of Bellevue codes.

- (f) Property that is "for sale," "for rent," or "for lease" and where the owner can produce sufficient good faith evidence of active marketing of sale, rent or lease; and the property is in compliance with all current City of Bellevue codes.
- (g) Property owned by the federal government, the State of Nebraska, the City of Bellevue or any other political subdivision.
- (h) Property subject to damage by fire or an act of god.

Section 7. That Chapter 19, Article 9, Section 19-114 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-114 REGISTRATION OF VACANT PROPERTIES: REGISTRATION FORMS.

The required vacant property registration shall be submitted on the form provided by the City of Bellevue. The form shall include, but not be limited to the following: the name, current mailing address, telephone number and facsimile (if applicable) and email address of the property owner and his or her agent; the street address and parcel identification number of the vacant property; the transfer date of the instrument conveying the property to the owner; the date on which the property became vacant; and such other information deemed necessary by the City. The form shall also include the period of time the vacant property is expected to remain vacant, and a plan and timetable for performance of one or more of the following:

- (a) Returning the vacant property to the appropriate occupancy or use;
- (b) Marketing the property for sale or lease;
- (c) Making any necessary repairs; or
- (d) Demolition of the property.

All applicable laws and codes shall be complied with by the owner. The owner shall notify the City of any changes in information supplied as part of the vacant property registration within thirty (30) calendar days of the change.

If the owner of the vacant property does not reside in Sarpy County for at least one hundred eighty (180) days in a calendar year, then the owner must provide information for a resident agent with authority to act with respect to the property, including the name, current mailing address, phone number, and any other contact information of the owner's agent. Any subsequent owner of a vacant property must register or re-register the building with the City within thirty (30) calendar days of any transfer of any ownership interest in the vacant property. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted by the new owner and meet the approval of the City.

An owner who acquires a vacant property for which a registration fee has already been paid for a particular period is not liable for an additional registration fee for that period; however, the new owner must register the change of ownership with the City.

Section 8. That Chapter 19, Article 9, Section 19-115 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-115 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY FEES.

Residential Property: There is no fee for initial registration of vacant residential property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from the initial registration date deadline if the owner fails to register the property, then the owner of a vacant residential property shall be assessed a fee of \$250.00, payable to the City of Bellevue.

In addition, a supplemental fee of \$500.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

Commercial Property: There is no fee for initial registration of vacant commercial property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from the initial registration date deadline if the owner fails to register the property, then the owner of a vacant commercial property shall be assessed a fee of \$500.00, payable to the City of Bellevue. In addition, a supplemental fee of \$1,000.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

Registration fees may be refundable for the year preceding the date on which the property is no longer vacant.

Unpaid registration fees shall become a lien on the premises, as well as a liability of the responsible party. Additionally, the City Attorney may institute appropriate action against the owner for the recovery of such costs.

Section 9. That Chapter 19, Article 9, Section 19-116 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-116 REGISTRATION OF VACANT PROPERTIES: PENALTIES.

Any person upon whom a duty is placed by the provisions of this ordinance who shall fail, neglect, or refuse to perform such duty, or who shall violate a provision of this ordinance shall be deemed guilty of an infraction and upon conviction thereof shall be fined in any sum not to exceed five hundred dollars (\$500.00), except that each person so convicted shall be fined in a sum of not less than two hundred dollars (\$200.00) for the first offense, not less than three hundred dollars (\$300.00) for the second offense, and not less than four hundred dollars (\$400.00) for the third offense and each offense thereafter. The penalty herein provided shall be cumulative with and in addition to the revocation, cancellation, or forfeiture of any license, permit, or right elsewhere

provided for or as provided by law. Each day that a violation of this ordinance continues shall constitute a separate and distinct offense and shall be punishable as such.

Any and all civil penalties assessed under this ordinance shall be billed to the owner or other responsible party. Failure or refusal to pay any and all such penalties permits the City of Bellevue to pursue any and all available legal remedies for the enforcement and collection of such penalties; including, but not limited to, civil actions being filed in district court, suits or actions being maintained in any court of competent jurisdiction, abatement of nuisances maintained in violation of this ordinance, institution of injunction, mandamus, or other appropriate action or proceedings to enforce the penalty provisions of this ordinance. This ordinance in no way limits the penalties, actions or abatement procedures which may be taken by the City of Bellevue for a violation of any other ordinance of the City of Bellevue or statute of the State of Nebraska.

Section 10. That Chapter 19, Article 9, Section 19-117 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-117 REGISTRATION OF VACANT PROPERTIES: REMOVAL OF PROPERTY FROM REGISTRATION LIST.

An owner may have his or her vacant property removed from the vacant property registration by providing sufficient notification and evidence to the City Clerk, or his or her designee, that said vacant property no longer meets the definition of vacancy as described in Section 4. The City Administrator, or his or her designee, may then evaluate or inspect the property to determine whether the property should be removed from the registration list.

Section 11. That Chapter 19, Article 9, Section 19-118 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-118 REGISTRATION OF VACANT PROPERTIES: APPEAL.

The required vacant property appeal shall be submitted on the form provided by the City of Bellevue. Upon receiving notice declaring that a building is vacant or remains vacant, the owner of the building may appeal such decision within twenty (20) calendar days of receipt of the notice. Such appeal shall be in writing to the City Clerk accompanied by a non-refundable appeal fee. Such appeal shall request a hearing before the City Council to present reasons why the property should not be declared vacant. The appeal fee shall be set by the City of Bellevue's Master Fee Schedule. The City Clerk shall set such hearing within thirty (30) business days from the date of receipt of the written request.

A written notice of the City Council decision following the hearing shall be sent to the property owner by certified mail or shall be provided at the conclusion of the hearing. If the City Council rejects the appeal, the owner shall have thirty (30) calendar days from the decision to register the vacant building; provided, the property owner may appeal such decision, within thirty (30)

calendar days of the City Council decision, to the appropriate court for adjudication during which proceedings the decision of the City Council shall be stayed.

Section 12. That Chapter 19, Article 9, Section 19-119 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-119 REGISTRATION OF VACANT PROPERTIES: REPEAL.

Any other ordinance or section passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions is repealed.

Section 13. That Chapter 19, Article 9, Section 19-120 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-120 VIOLATION; PENALTY.

Any person who shall violate or refuse to comply with the enforcement of any of the provisions of this Chapter, set forth at full length herein or incorporated by reference shall be deemed guilty of an offense and upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00) for each offense. A new violation shall be deemed to have been committed every twenty-four (24) hours of such failure to comply.

Section 14. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

ORDINANCE NO. 4169

AN ORDINANCE TO AMEND CHAPTER 19, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW ARTICLE IX, SECTIONS 19-108 TO 19-120 TO REQUIRE THE REGISTRATION OF VACANT PROPERTIES; PROVIDE REGISTRATION FEES; PROVIDE PENALTIES FOR FAILING TO REGISTER VACANT PROPERTIES; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 19, Article 9, Section 19-108 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-108 REGISTRATION OF VACANT PROPERTIES: PURPOSE.

Recognizing that vacant commercial and residential buildings (hereinafter referred to as "vacant properties") contribute to blight, discourage economic development, hinder appreciation of property values, endanger public health and safety, attract criminal activity, create fire hazards and otherwise diminish quality of life. It is the responsibility of property owners to prevent vacant properties from becoming a burden to the neighborhood and community and a threat to the public health, safety and welfare. Maintenance of the public health, safety, and welfare thus requires the City to maintain an accurate registration of all vacant properties. Any fees imposed under a vacant property registration ordinance have the potential to benefit the owners of vacant properties by helping to finance additional government services to protect the value and security of such properties. That enactment of a vacant property registration ordinance is a proper exercise of the City of Bellevue's authority to protect the public health, safety and welfare of community residents.

Section 2. That Chapter 19, Article 9, Section 19-109 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-109 REGISTRATION OF VACANT PROPERTIES: PUBLIC NUISANCE.

Vacant properties shall constitute a public nuisance. The City of Bellevue is given the power and authority pursuant to Nebraska Revised Statute § 18-1720 to define, regulate, suppress and prevent such nuisances. A vacant property registration ordinance places a duty on the owner of vacant properties to assist the City in preventing public nuisance. The City Clerk shall be the program administrator for the vacant properties registration list and said registration applies to any and all vacant properties within the City limits.

Section 3. That Chapter 19, Article 9, Section 19-110 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-110 REGISTRATION OF VACANT PROPERTIES: DUTIES OF OWNER.

All owners of vacant property subject to a vacant property registration ordinance, adopted pursuant to Nebraska Revised Statute § 19-5406, shall be required to register such property with the City Clerk.

Section 4. That Chapter 19, Article 9, Section 19-111 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-111 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY REGISTRATION.

The owner of a vacant property must register said property with the City Clerk within thirty (30) calendar days of written notice provided to the owner or the owner's resident agent of the existence of the vacant property. Such notice shall be served on the owner or resident agent by personal service or by certified mail, return receipt requested. If notice by personal service or certified mail is unsuccessful, notice shall be given by publication in a newspaper of general circulation in the City and by conspicuously posting the notice on the commercial building or residential building which is vacant. A copy of the notice under this section shall be recorded by the County Clerk, or his or her designee, in the records of the Register of Deeds for Sarpy County, Nebraska and indexed against the premises.

For purposes of this Section, evidence of vacancy means any condition or circumstance that on its own or in combination with other conditions or circumstances would lead a reasonable person to believe that a residential building or commercial building is vacant. Such conditions or circumstances may include, but are not limited to, the following:

- (a) Overgrown or dead vegetation, including grass, shrubbery, and other plantings;
- (b) An accumulation of abandoned personal property, trash or other waste;
- (c) Visible deterioration or lack of maintenance of any building or structure on the property;
- (d) Graffiti or other defacement of any building or structure on the property; or
- (e) Any other condition or circumstance reasonably indicating that the property is not occupied for residential purposes or being used for the operation of a lawful business.

For purposes of this section, a vacant property shall not be used for storage unless specifically allowed pursuant to the City of Bellevue Zoning Ordinance.

Section 5. That Chapter 19, Article 9, Section 19-112 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-112 REGISTRATION OF VACANT PROPERTIES: DEFINITIONS.

For purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them:

Vacant means the property has been vacant for 180 days or longer and during such time, has continuously exhibited evidence of vacancy as described in Section 4.

Owner of vacant property means the person or persons shown to be the owner or owners of record on the records of the register of deeds.

Commercial building means a building with more than twenty-five (25%) percent of its floor space used for commercial activity. For the purposes of this section, floor space shall be designated as the area on the main or street level of the building. For purposes of this section, commercial activity means having the objective of supplying commodities (goods and services), industrial uses, industrial manufacturing, and ancillary business functions.

Residential building means a housing structure or other framework, together with such land on which the dwelling and appurtenant buildings are located, that is used or intended to support occupancy of one or more persons for non-business purposes. This includes but is not limited to the following: a house, a condominium, a townhouse, an apartment unit or building, or a trailer house.

Section 6. That Chapter 19, Article 9, Section 19-113 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-113 REGISTRATION OF VACANT PROPERTIES: EXEMPTIONS.

The vacant property registration ordinance provides the following exemptions to the vacant property registration and fee requirements, including, but not limited to, the following:

- (a) Property only considered to be a seasonal residence; and the property is in compliance with all current City of Bellevue codes.
- (b) Property of an owner who is temporarily absent, but who has demonstrated his or her intent to return; and the property is in compliance with all current City of Bellevue codes.
- (c) Property that is scheduled for demolition and has a valid demo permit issued by the City of Bellevue.
- (d) Property under construction or renovation pursuant to a valid building permit issued by the City of Bellevue.
- (e) Property subject to divorce, probate or estate proceedings; and the property is in compliance with all current City of Bellevue codes.

- (f) Property that is "for sale," "for rent," or "for lease" and where the owner can produce sufficient good faith evidence of active marketing of sale, rent or lease; and the property is in compliance with all current City of Bellevue codes.
- (g) Property owned by the federal government, the State of Nebraska, the City of Bellevue or any other political subdivision.
- (h) Property subject to damage by fire or an act of god.

Section 7. That Chapter 19, Article 9, Section 19-114 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-114 REGISTRATION OF VACANT PROPERTIES: REGISTRATION FORMS.

The required vacant property registration shall be submitted on the form provided by the City of Bellevue. The form shall include, but not be limited to the following: the name, current mailing address, telephone number and facsimile (if applicable) and email address of the property owner and his or her agent; the street address and parcel identification number of the vacant property; the transfer date of the instrument conveying the property to the owner; the date on which the property became vacant; and such other information deemed necessary by the City. The form shall also include the period of time the vacant property is expected to remain vacant, and a plan and timetable for performance of one or more of the following:

- (a) Returning the vacant property to the appropriate occupancy or use;
- (b) Marketing the property for sale or lease;
- (c) Making any necessary repairs; or
- (d) Demolition of the property.

All applicable laws and codes shall be complied with by the owner. The owner shall notify the City of any changes in information supplied as part of the vacant property registration within thirty (30) calendar days of the change.

If the owner of the vacant property does not reside in Sarpy County for at least one hundred eighty (180) days in a calendar year, then the owner must provide information for a resident agent with authority to act with respect to the property, including the name, current mailing address, phone number, and any other contact information of the owner's agent. Any subsequent owner of a vacant property must register or re-register the building with the City within thirty (30) calendar days of any transfer of any ownership interest in the vacant property. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted by the new owner and meet the approval of the City.

An owner who acquires a vacant property for which a registration fee has already been paid for a particular period is not liable for an additional registration fee for that period; however, the new owner must register the change of ownership with the City.

Section 8. That Chapter 19, Article 9, Section 19-115 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-115 REGISTRATION OF VACANT PROPERTIES: VACANT PROPERTY FEES.

Residential Property: There is no fee for initial registration of vacant residential property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from the initial registration date deadline if the owner fails to register the property, then the owner of a vacant residential property shall be assessed a fee of \$250.00, payable to the City of Bellevue.

In addition, a supplemental fee of \$500.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

Commercial Property: There is no fee for initial registration of vacant commercial property.

If the owner fails to remedy the vacant property and successfully have it removed from the vacant property registration list within 180 days from the initial registration date, or within 180 days from the initial registration date deadline if the owner fails to register the property, then the owner of a vacant commercial property shall be assessed a fee of \$500.00, payable to the City of Bellevue. In addition, a supplemental fee of \$1,000.00 will be assessed to the owner of the vacant property for every 180-day period thereafter, until the vacant property is removed from the registration list.

Registration fees may be refundable for the year preceding the date on which the property is no longer vacant.

Unpaid registration fees shall become a lien on the premises, as well as a liability of the responsible party. Additionally, the City Attorney may institute appropriate action against the owner for the recovery of such costs.

Section 9. That Chapter 19, Article 9, Section 19-116 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-116 REGISTRATION OF VACANT PROPERTIES: PENALTIES.

Any person upon whom a duty is placed by the provisions of this ordinance who shall fail, neglect, or refuse to perform such duty, or who shall violate a provision of this ordinance shall be deemed guilty of an infraction and upon conviction thereof shall be fined in any sum not to exceed five hundred dollars (\$500.00), except that each person so convicted shall be fined in a sum of not less than two hundred dollars (\$200.00) for the first offense, not less than three hundred dollars (\$300.00) for the second offense, and not less than four hundred dollars (\$400.00) for the third offense and each offense thereafter. The penalty herein provided shall be cumulative with and in addition to the revocation, cancellation, or forfeiture of any license, permit, or right elsewhere

provided for or as provided by law. Each day that a violation of this ordinance continues shall constitute a separate and distinct offense and shall be punishable as such.

Any and all civil penalties assessed under this ordinance shall be billed to the owner or other responsible party. Failure or refusal to pay any and all such penalties permits the City of Bellevue to pursue any and all available legal remedies for the enforcement and collection of such penalties; including, but not limited to, civil actions being filed in district court, suits or actions being maintained in any court of competent jurisdiction, abatement of nuisances maintained in violation of this ordinance, institution of injunction, mandamus, or other appropriate action or proceedings to enforce the penalty provisions of this ordinance. This ordinance in no way limits the penalties, actions or abatement procedures which may be taken by the City of Bellevue for a violation of any other ordinance of the City of Bellevue or statute of the State of Nebraska.

Section 10. That Chapter 19, Article 9, Section 19-117 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-117 REGISTRATION OF VACANT PROPERTIES: REMOVAL OF PROPERTY FROM REGISTRATION LIST.

An owner may have his or her vacant property removed from the vacant property registration by providing sufficient notification and evidence to the City Clerk, or his or her designee, that said vacant property no longer meets the definition of vacancy as described in Section 4. The City Administrator, or his or her designee, may then evaluate or inspect the property to determine whether the property should be removed from the registration list.

Section 11. That Chapter 19, Article 9, Section 19-118 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-118 REGISTRATION OF VACANT PROPERTIES: APPEAL.

The required vacant property appeal shall be submitted on the form provided by the City of Bellevue. Upon receiving notice declaring that a building is vacant or remains vacant, the owner of the building may appeal such decision within twenty (20) calendar days of receipt of the notice. Such appeal shall be in writing to the City Clerk accompanied by a non-refundable appeal fee. Such appeal shall request a hearing before the City Council to present reasons why the property should not be declared vacant. The appeal fee shall be set by the City of Bellevue's Master Fee Schedule. The City Clerk shall set such hearing within thirty (30) business days from the date of receipt of the written request.

A written notice of the City Council decision following the hearing shall be sent to the property owner by certified mail or shall be provided at the conclusion of the hearing. If the City Council rejects the appeal, the owner shall have thirty (30) calendar days from the decision to register the vacant building; provided, the property owner may appeal such decision, within thirty (30)

calendar days of the City Council decision, to the appropriate court for adjudication during which proceedings the decision of the City Council shall be stayed.

Section 12. That Chapter 19, Article 9, Section 19-119 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-119 REGISTRATION OF VACANT PROPERTIES: REPEAL.

Any other ordinance or section passed and approved prior to passage, approval, and publication or posting of this ordinance and in conflict with its provisions is repealed.

Section 13. That Chapter 19, Article 9, Section 19-120 of the Bellevue Municipal Code is hereby added and shall read as follows:

§ 19-120 VIOLATION; PENALTY.

Any person who shall violate or refuse to comply with the enforcement of any of the provisions of this Chapter, set forth at full length herein or incorporated by reference shall be deemed guilty of an offense and upon conviction thereof, shall be fined not more than five hundred dollars (\$500.00) for each offense. A new violation shall be deemed to have been committed every twenty-four (24) hours of such failure to comply.

Section 14. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

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

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

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

**14a.
11/6/2024**

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.

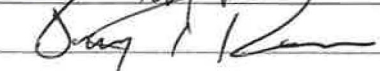
ATTACHMENTS:

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: 

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:

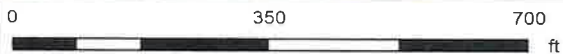
1. Crushin'-It, Inc (Lance Paulsen)
2. TD2 Engineering & Surveying (Doug Kellner)
3. Mile High Investments, LLC (Ryan Petersen)
4. Public Upon Request


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.



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

15a.
11/6/2024

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.

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

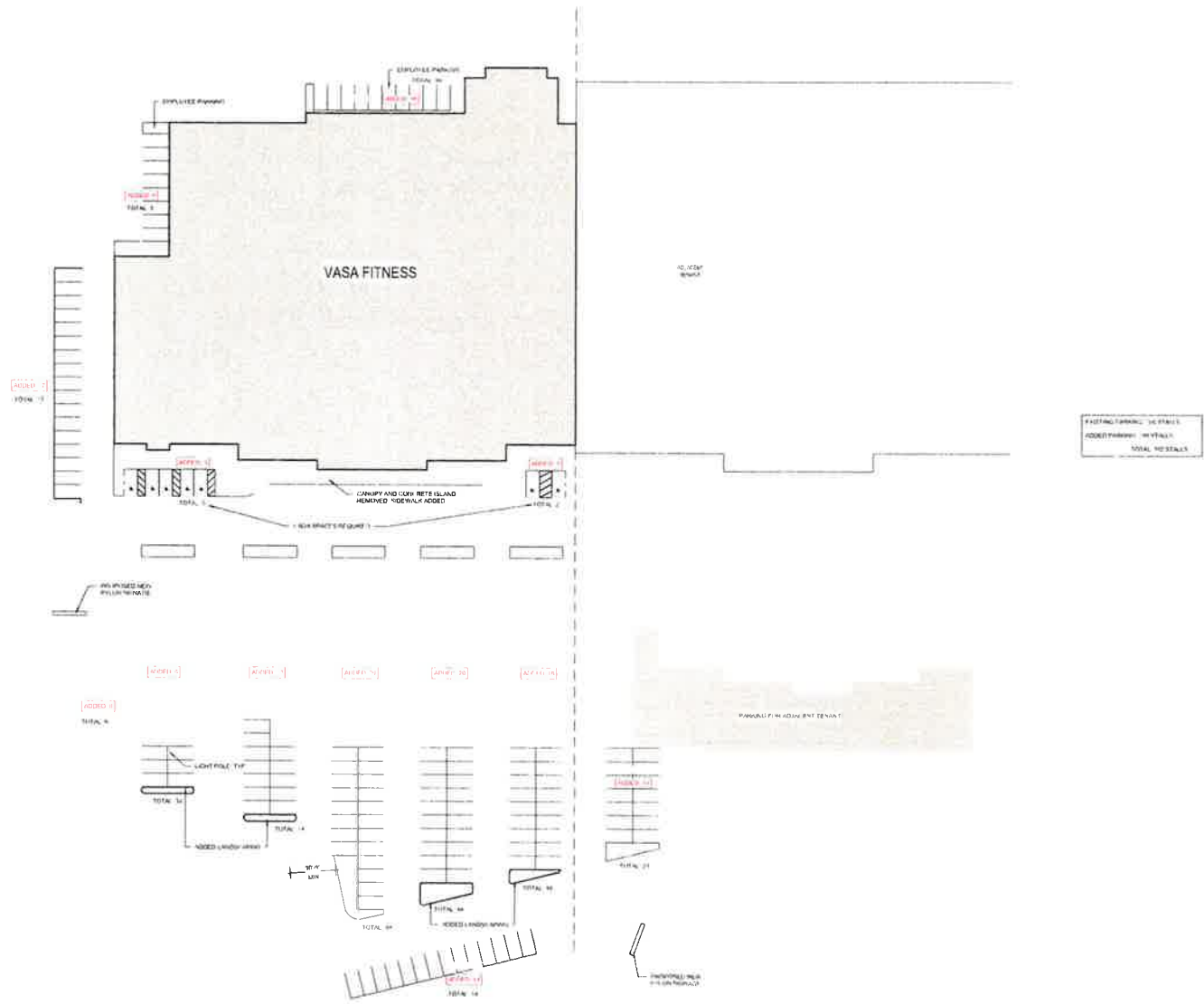
The amended TIF request is for \$917,949 (original TIF amount of \$438,949 amended to include \$479,000 of additional TIF eligible expenses), plus accrued interest. TIF will be used to offset TIF eligible costs such as acquisition, demolition, site work, architectural and engineering fees, and public 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



PREDESIGN
NOT FOR CONSTRUCTION



VASA Bellevue, NE

808 For Creek 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>Year</u>	<u>Total Taxable Valuation</u>	<u>Pre-Development Base</u>	<u>TIF Taxable Valuation</u>	<u>Tax Levy</u>	<u>Gross TIF Tax Revenue</u>	<u>Treasurer's 1% Fee</u>	<u>Tax Revenue Available for TIF DS</u>	<u>Principal</u>	<u>Interest at 6%</u>	<u>TIF DS PMT</u>	<u>Loan Balance</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
August, 23	2	1,300,000	1,300,000							\$ 14,390		\$ 494,041
April, 24	2.5	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ 506	\$ 14,821	\$ 15,327	\$ 493,535
August, 24	3	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ 521	\$ 14,806	\$ 15,327	\$ 493,014
Nov. 24												\$ 479,000
April, 25	3.5	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ 537	\$ 14,790	\$ 15,327	\$ 971,478
August, 25	4	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ (13,817)	\$ 29,144	\$ 15,327	\$ 985,295
April, 26	4.5	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ (14,232)	\$ 29,559	\$ 15,327	\$ 999,527
August, 26	5	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ (14,659)	\$ 29,986	\$ 15,327	\$ 1,014,185
April, 27	5.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 37,795	\$ 30,426	\$ 68,220	\$ 976,391
August, 27	6	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 38,929	\$ 29,292	\$ 68,220	\$ 937,462
April, 28	6.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 40,096	\$ 28,124	\$ 68,220	\$ 897,366
August, 28	7	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 41,299	\$ 26,921	\$ 68,220	\$ 856,067
April, 29	7.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 42,538	\$ 25,682	\$ 68,220	\$ 813,528
August, 29	8	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 43,814	\$ 24,406	\$ 68,220	\$ 769,714
April, 30	8.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 45,129	\$ 23,091	\$ 68,220	\$ 724,585
August, 30	9	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 46,483	\$ 21,738	\$ 68,220	\$ 678,102
April, 31	9.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 47,877	\$ 20,343	\$ 68,220	\$ 630,225
August, 31	10	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 49,313	\$ 18,907	\$ 68,220	\$ 580,912
April, 32	10.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 50,793	\$ 17,427	\$ 68,220	\$ 530,119
August, 32	11	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 52,317	\$ 15,904	\$ 68,220	\$ 477,802
April, 33	11.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 53,886	\$ 14,334	\$ 68,220	\$ 423,916
August, 33	12	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 55,503	\$ 12,717	\$ 68,220	\$ 368,413
April, 34	12.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 57,168	\$ 11,052	\$ 68,220	\$ 311,245
August, 34	13	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 58,883	\$ 9,337	\$ 68,220	\$ 252,362
April, 35	13.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 60,649	\$ 7,571	\$ 68,220	\$ 191,713
August, 35	14	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 62,469	\$ 5,751	\$ 68,220	\$ 129,244
April, 36	14.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 64,343	\$ 3,877	\$ 68,220	\$ 64,901
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

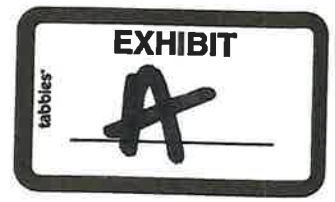
shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

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

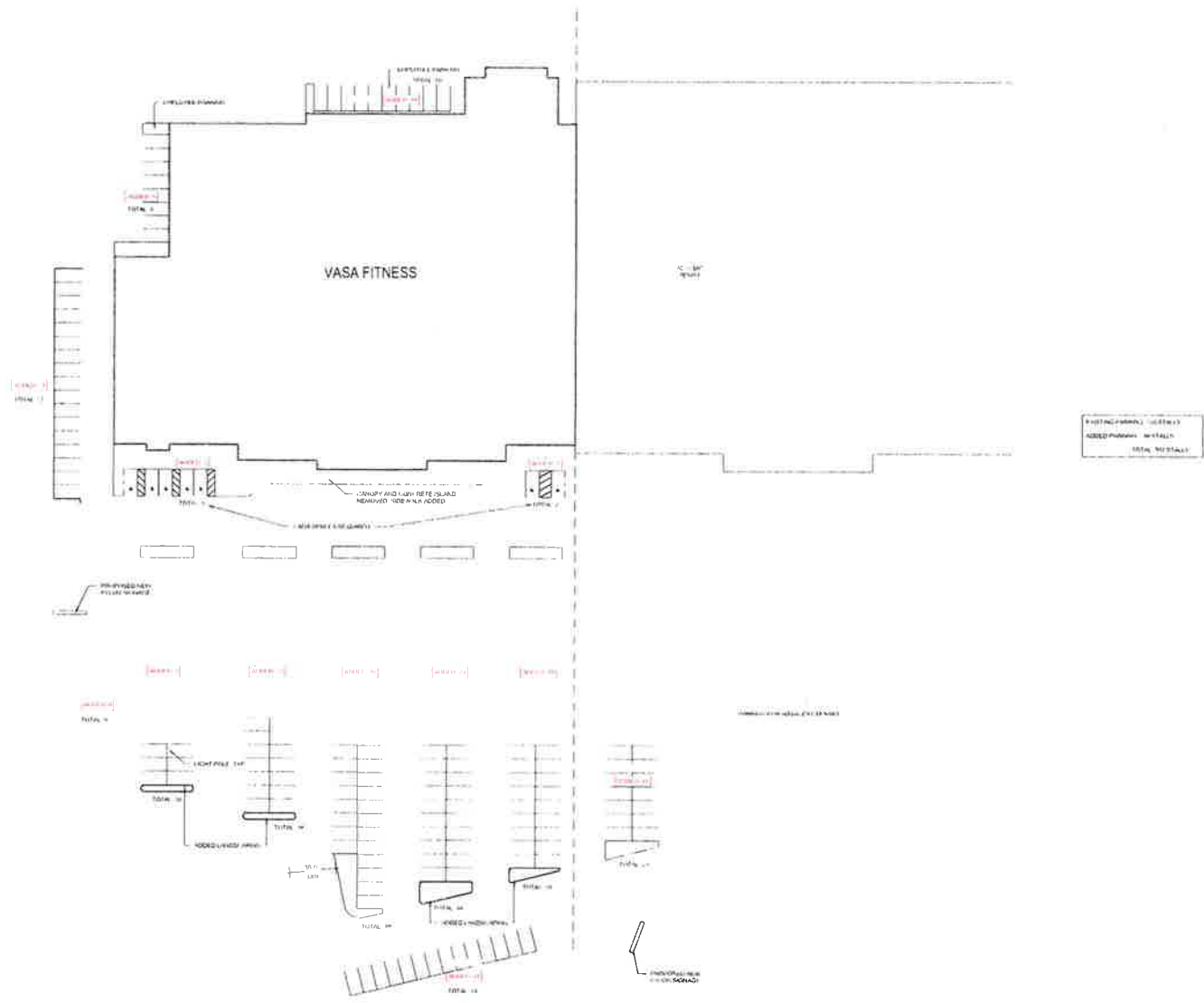
The amended TIF request is for \$917,949 (original TIF amount of \$438,949 amended to include \$479,000 of additional TIF eligible expenses), plus accrued interest. TIF will be used to offset TIF eligible costs such as acquisition, demolition, site work, architectural and engineering fees, and public 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



PREDESIGN
NOT FOR CONSTRUCTION



VASA Bellevue, NE

808 Fox Creek Rd North Bellevue NE 68005

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

SITE PLAN

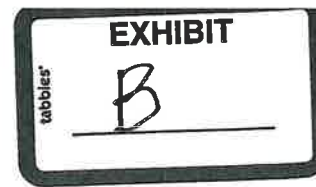
A001

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	
April, 23	1.5	1,300,000	1,300,000							\$ 13,970		\$ 479,651	
August, 23	2	1,300,000	1,300,000							\$ 14,390		\$ 494,041	
April, 24	2.5	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ 506	\$ 14,821	\$ 15,327	\$ 493,535	
August, 24	3	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ 521	\$ 14,806	\$ 15,327	\$ 493,014	
Nov. 24												\$ 479,000	Additional TIF Eligible Expense
April, 25	3.5	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ 537	\$ 14,790	\$ 15,327	\$ 971,478	
August, 25	4	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ (13,817)	\$ 29,144	\$ 15,327	\$ 985,295	
April, 26	4.5	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ (14,232)	\$ 29,559	\$ 15,327	\$ 999,527	
August, 26	5	2,692,953	1,300,000	1,392,953	2.222882	15,482	155	15,327	\$ (14,659)	\$ 29,986	\$ 15,327	\$ 1,014,185	
April, 27	5.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 37,795	\$ 30,426	\$ 68,220	\$ 976,391	
August, 27	6	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 38,929	\$ 29,292	\$ 68,220	\$ 937,462	
April, 28	6.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 40,096	\$ 28,124	\$ 68,220	\$ 897,366	
August, 28	7	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 41,299	\$ 26,921	\$ 68,220	\$ 856,067	
April, 29	7.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 42,538	\$ 25,682	\$ 68,220	\$ 813,528	
August, 29	8	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 43,814	\$ 24,406	\$ 68,220	\$ 769,714	
April, 30	8.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 45,129	\$ 23,091	\$ 68,220	\$ 724,585	
August, 30	9	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 46,483	\$ 21,738	\$ 68,220	\$ 678,102	
April, 31	9.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 47,877	\$ 20,343	\$ 68,220	\$ 630,225	
August, 31	10	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 49,313	\$ 18,907	\$ 68,220	\$ 580,912	
April, 32	10.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 50,793	\$ 17,427	\$ 68,220	\$ 530,119	
August, 32	11	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 52,317	\$ 15,904	\$ 68,220	\$ 477,802	
April, 33	11.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 53,886	\$ 14,334	\$ 68,220	\$ 423,916	
August, 33	12	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 55,503	\$ 12,717	\$ 68,220	\$ 368,413	
April, 34	12.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 57,168	\$ 11,052	\$ 68,220	\$ 311,245	
August, 34	13	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 58,883	\$ 9,337	\$ 68,220	\$ 252,362	
April, 35	13.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 60,649	\$ 7,571	\$ 68,220	\$ 191,713	
August, 35	14	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 62,469	\$ 5,751	\$ 68,220	\$ 129,244	
April, 36	14.5	7,500,000	1,300,000	6,200,000	2.222882	68,909	689	68,220	\$ 64,343	\$ 3,877	\$ 68,220	\$ 64,901	
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)	



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**

15b.
11/6/2024

COUNCIL MEETING DATE: 11/06/2024		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Year-End Certification of City Street Superintendent form is the basis for determining the city's calendar year 2024 Incentive funds, verifying Bobby Riggs as the City Street Superintendent

SYNOPSIS/BACKGROUND:

Each year municipalities are required to annually certify the City Street Superintendent and shall be signed by Mayor, and to include copy of Resolution authorizing the signing of the Year-End Certification of City Street Superintendent Form by the Mayor.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Resolution No. 2024-30: A Resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2024, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2024 to December 31, 2024

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2024-30"/>	2. <input type="text" value="Annual Year-End Certification 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: _____



Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2024.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2024

Resolution No. 2024-30

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of Bellevue is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this _____ day of _____, 2024 at Bellevue, Nebraska.

City Council/Village Board Members

Rich Casey
Paul Cook
Jerry McCaw

Don Preister
Thomas Burns
Kathy Welch

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

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2024. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2024

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January, 2024 to December 31, 2024

*(1)(a) The municipality of BelleVue certifies that: Robert Joseph Riggs was the appointed City Street Superintendent during the above period. IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality Contract (consultant) with this Municipality Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2512

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply): city engineer village engineer public works director city manager city administrator street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1359 and Class of License A, and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

(2) _____
Signature of Mayor Village Board Chairperson

*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.

(5) Failure to return by December 31, 2024, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2024 to:
Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

SUPERINTENDENT(S) APPOINTMENT DOCUMENTATION

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2024 to the back of this Page: **For most municipalities this information may be found in the November or December 2023 or the January 2024 meetings minutes.** Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds).

Call (402) 479-4436 or email NDOT.BLSHelp@Nebraska.gov if you have any questions about what to attach for documentation.

RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

See attached December 5, 2023 Approved Minutes

MINUTE RECORD

Bellevue City Council Meeting, December 5, 2023, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 5th day of December, 2023 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike invited John Paul, Boy Scout Troop 474 to lead in the Pledge of Allegiance. Pastor Gary Fuller, Avery Church, 1910 Avery 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 was made by Burns, seconded by Preister, to approve the agenda.

Motion was made by Cook, seconded by Burns, to approve the amend the agenda by moving item 16a. after item 7.

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

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Approval of the November 21, 2023 City Council Minutes; Acknowledge receipt of the November 16, 2023 Planning Commission Minutes; Approval of Claims; Appoint Robert Joseph Riggs, Class A, License S-1359, as the employed street superintendent for the purpose of the 2024 calendar year Highway Incentive Program, from January 1, 2024 through December 31, 2024; Recommendation to appoint Rebecca Zurcher to Bellevue Municipal Corporation; and Recommendation to appoint Heath Paulson to the LB 840 Citizen Advisory Committee; and approve and authorize the Mayor to sign the Nebraska Designation/Revocation Certification Form designating Harrison Johnson as the sole individual authorized by Bellevue to inspect the Bellevue sales tax information.

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:

Presentation on Annual Renewal of the City Employee Medical, Dental, Vision, Life, and Disability Insurance for 2024 - Mike Williams.

Mr. Mike Williams, Senior Vice President, FNIC, advised the plan premiums increased by 4.1%, the plan originally started 14% higher but was decreased after negotiations. Discussion followed.

Approve renewal of insurance plans and premiums for the 2024 calendar year, in an amount not to exceed \$207,673.32. (Finance Director)

Mr. Severson pointed out item reads "in an amount not to exceed \$207,673.32" and should be removed. That is the fiscal impact. The city pays over \$6 million in premiums.

Motion was made by Welch, seconded by Cook, to approve renewal of insurance plans and premiums for the 2024 calendar year. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, December 5, 2023, Page 2

ORGANIZATIONAL MATTERS:

Election of the City Council President for 2024.

Motion was made by Casey, seconded by Welch, to nominate Councilman Cook to serve again as Council President for 2024. 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.

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4136: Request to rezone Tax Lot 7B3A3, located in the Northwest 1/4 OF Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of an existing single-family residence. Applicant: Barney Barrett. General Location: 2004 Harlan Drive. (Planning Director)

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

Motion was made by Casey, seconded by McCaw, to approve Ordinance No. 4136. 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. 4137: Request to rezone Lot 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co. LLC. General Location: S. 29th Avenue and Capehart Road. (Planning Director)

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

Motion was made by Cook, seconded by Preister, to approve Ordinance No. 4137. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

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

Ordinance No. 4138: An ordinance to amend Section 30-137 of the Bellevue Municipal Code establishing minimum monthly sewer charges for residential and commercial users in the City of Bellevue; to repeal Section 30-137 of the Bellevue Municipal Code as heretofore to existing; and to provide for the effective date of this ordinance was read for the second time and a public hearing was held.

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

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

Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading will be heard at the Council meeting on December 19, 2023.

ORDINANCES FOR INTRODUCTION (First Reading):

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

Ordinance No. 4139: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about 215 Bellevue Boulevard South, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

MINUTE RECORD

Bellevue City Council Meeting, December 5, 2023, Page 3

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 19, 2023.

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

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

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 19, 2023.

Ordinance No. 4141: Request to annex Tax Lot 24, located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

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

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 19, 2023.

Ordinance No. 4142: Request to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E of the 6th P.M., Sarpy County, NE and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

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

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 19, 2023.

Ordinance No. 4143: Request to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)

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

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 19, 2023.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS: NONE

CURRENT BUSINESS:

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

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

Councilman Casey requested the applicant approach the podium as he has some questions.

Councilman Casey questioned who or what is Elevate Lofts LLC.

Mr. Andrew Panebianco, 1910 South 44th Street, stated Elevate Lofts LLC, consist of himself and one other individual. Elevate Lofts LLC will partner with Manzitto Construction for the actual construction piece of the project.

MINUTE RECORD

Bellevue City Council Meeting, December 5, 2023, Page 4

Councilman Casey questioned Mr. Panebianco on how he can make the Council feel good, to vote yes on the amended Redevelopment Agreement, when the LLC has had failures on clean up of the property, to pay fine, pay taxes on time, and keep the LLC legitimate with the state.

Mr. Panebianco explained there were some typography and drainage challenges with the property. He explained the notices were sent to the management office and they did not end up on his desk. There have been changes made internally to ensure if there are notices received, they need to be placed on his desk immediately, so they are addressed and resolved.

Councilman Burns requested clarifications on what was amended in the Redevelopment Agreement.

Ms. Aimee Bataillon, City Attorney, explained the key change in the amendment to the Redevelopment Agreement, is to extend the construction deadline from January 1, 2024 to January 1, 2027. She noted there are some minor changes to clean up the consistency in the original agreement.

Councilman Burns requested clarification if the LLC is in good standing. Ms. Bataillon replied that the LLC had been administratively dissolved and has been reenacted to continue as an LLC.

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

Approve and authorize the Mayor to sign the Addendum to the Amended and Restated Subdivision Agreement for Ashford Hollow North Replat Two, SID No. 238. (Planning Director)

Motion was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the Addendum to the Amended and Restated Subdivision Agreement for Ashford Hollow North Replat Two, SID No. 238. 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.

Request to authorize the City Attorney to initiate eminent domain proceedings on certain land located on Lot 5, Helwig's Acres, located in the City of Bellevue, Sarpy County, Nebraska for the specific purposes of a temporary easement and/or land acquisition for public right-of-way. (Public Works Director/Legal Department)

Motion was made by Welch, seconded by McCaw, to authorize the City Attorney to initiate eminent domain proceedings on certain land located on Lot 5, Helwig's Acres, located in the City of Bellevue, Sarpy County, Nebraska for the specific purposes of a temporary easement and/or land acquisition for public right-of-way.

Councilman Burns requested clarification on the process of eminent domain and attempt at negotiations with the owner.

Ms. Bataillon explained if the request for eminent domain is approved tonight, the City Attorney's office will initiate proceedings in court by filing a petition. The petition would ask the court to allow the city to take the property for the value identified on the cover sheet for fair market value. The owner would have an opportunity to respond to the city's petition.

Mr. John Krager, Manager of Engineering Services Public Works Department, explained the city hired an outside firm to attempt to purchase this property from the owner. There were thirteen attempts to contact the owner. The owner has refused to sign. The next step in the process is to take the property by eminent domain.

Councilman Burns requested clarification if the home faces 36th Street. Mr. Krager explained the layout of the property, along with the temporary and permanent easement lines. Discussion followed.

Councilman Cook commented the lots are large size. The city will only be taking ownership of ten feet.

Mayor Hike mentioned there are typically two to three appraisals on what the land is worth.

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

Approve and authorize the Mayor to sign the agreement with Creative Sites, LLC for new Playground Equipment & Shelter for Everett Park and new shelter for Swanson Park, in an amount not to exceed \$207,169.00 plus potential city-initiated Change Orders of 10% (\$20,716.90) for a total project cost of \$227,885.90. (Public Works Director)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the agreement with Creative Sites, LLC for new Playground Equipment & Shelter for Everett Park and new shelter for Swanson Park, in an amount not to exceed \$207,169.00 plus potential city-initiated Change Orders of 10% (\$20,716.90) for a total project cost of \$227,885.90.

MINUTE RECORD

Bellevue City Council Meeting, December 5, 2023, Page 5

Councilman Preister questioned why the projects are being done now. Mr. Jim Ristow, City Administrator, explained there are some safety issues, equipment wears out, or expansion of the park due to higher volume. Discussion followed.

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 Amendment No. 1 to the JEO Consulting Group Inc. Agreement for engineering consulting services, in an amount not to exceed \$27,000.00. (Public Works Director)

Motion was made by Casey, seconded by Cook, to approve and authorize the Mayor to sign Amendment No. 1 to the JEO Consulting Group Inc. Agreement for engineering consulting services, in an amount not to exceed \$27,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign Amendment No. 1 to the Agreement with Alfred Benesch & Company for Professional Services pertaining to Streetscaping Mission Ave. - Washington to Hancock, in an amount not to exceed \$619,411.00. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign Amendment No. 1 to the Agreement with Alfred Benesch & Company for Professional Services pertaining to Streetscaping Mission Ave. - Washington to Hancock, in an amount not to exceed \$619,411.00.

Councilman Burns questioned if the timeline for the streetscape is still set for April. Mr. Ristow replied yes.

Councilman Burns questioned if a plan will be presented to the Council at that time. Mr. Ristow advised a complete plan will be presented. He explained the plan is in conjunction with the development on the north side of the street. The construction of the streetscape and sewer won't be started until the design of the development is reviewed. These will be done simultaneously.

Councilman Preister mentioned two public meetings are to be held. He questioned who will be invited and how will the public be informed of the meetings. Mr. Ristow advised the consultant will work with the city on holding the public meetings. They will be done before the item comes before the City Council. Conversation ensued.

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 Mayor to sign the Lease Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the lease of 1003 Lincoln Road, in the amount of \$1/month. (Library Director/Legal Department)

Motion was made by Casey, seconded by Welch, to approve and authorize the Mayor to sign the Lease Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the lease of 1003 Lincoln Road, in the amount of \$1/month. 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 (November report is attached to this Council packet).

Councilman Preister questioned the meetings with Council Members. Mr. Ristow explained the meetings were with Council Members regarding items in their wards.

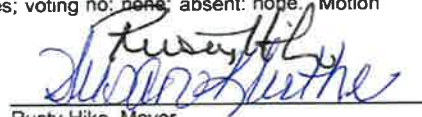
Councilman Burns clarified the MUD project meeting was regarding Highway 34 Corridor. Mr. Ristow replied yes. Councilman Burns requested an update on the meeting. Mr. Harrison Johnson, Community Development Director, explained two applications for funding have been received. Conversation ensued.

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Welch, seconded by Preister, the meeting was adjourned at 7:08 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.

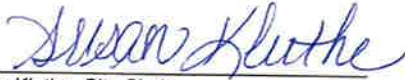

Susan Kluthe, City Clerk


Rusty Hike, Mayor

MINUTE RECORD

Bellevue City Council Meeting, December 5, 2023, Page 6

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on December 5, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that "at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.



Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/6/2024		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 Waiver Hunting Regulations - Capt. Kurt Stroehrer or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2024 through 1/31/2025 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

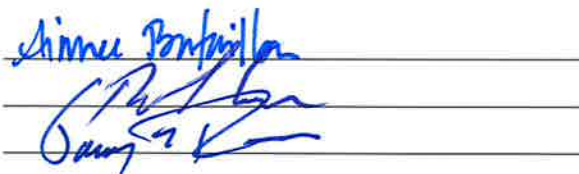
1. Listing for approval	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



2024 Hunter Waivers

Name	Address	City	Zip	Hunting Permit #	Address of Hunting Site	Gvn to Police/Rec'd from Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Dalton Smith	108 S. 22nd Street	Ashland	68003	D0002366688	Jewell Park	10/15/2024	10/15/2024	11/6/2024	
Donald Pleiss	11610 Cooper Street	Papillion	68046	D0002378619	Jewell Park	10/15/2024	10/15/2024	11/6/2024	
Pablo Solorio	2610 Citta Drive	Bellevue	68147	D0002326526	Jewell Park	10/15/2024	10/15/2024	11/6/2024	
Robert Markve	13908 Tregaron Ridge Avenue #108	Bellevue	68123	D0002119755	Jewell Park	10/15/2024	10/15/2024	11/6/2024	
Trevis Schliep	13106 Olive Street	Omaha	68138	D0002368823	Jewell Park	10/15/2024	10/15/2024	11/6/2024	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/05/24		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 Subrecipient Agreement for the CDBG-DR grant awarded for the Multi-jurisdiction Housing Resilience Planning Project 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. The City of Bellevue partnered with the City of Papillion and the Housing Foundation for Sarpy County for the application. The project is eligible to receive up to \$500,000.00 for housing resilience planning to address rising housing needs compounded by increased frequency and severity of climate events by developing a plan focused on incorporating sustainable, climate-resilient elements into long-term plans for affordable housing.

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 Subrecipient Agreement for the CDBG-DR Multi-Jurisdictional Housing Resilience Planning Project.

ATTACHMENTS:

1. <input type="text" value="Award Letter"/>	2. <input type="text" value="Subrecipient Agreement"/>	3. <input type="text" value="FFATA Form"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Johnson

[Signature]

[Signature]

Notice of Intent to Award - Housing Resilience Planning (CDBG-DR)

Grove, Jennifer <Jennifer.Grove@nebraska.gov>

Tue 9/10/2024 2:15 PM

To:Rusty.Hike@bellevue.net <Rusty.Hike@bellevue.net>

Cc:abby.highland@outlook.com <abby.highland@outlook.com>;MAndahl@papillion.org <MAndahl@papillion.org>;

Mason, Jenny <jenny.mason@nebraska.gov>

 1 attachments (292 KB)

HRP NOIA - Sarpy County 20240906.pdf;

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.

A copy of your Notice of Intent to Award Letter is attached. Please review carefully and feel free to reach out with any questions. As stated in the letter, I will be in touch soon to schedule a kickoff meeting and coordinate the next steps.

Once again, congratulations! We appreciate your partnership and look forward to working with you.

Best Regards,

Jennifer Grove (*she/her*)

Attorney | Disaster Recovery Division

Nebraska Department of Economic Development

jennifer.grove@nebraska.gov

Office: (531) 510-7181

opportunity.nebraska.gov | [Facebook](#) | [Twitter](#)

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY
SUBRECIPIENT AGREEMENT NO. 24-03-46**

Subrecipient Legal Name		City of Bellevue
Subrecipient County	MID County	Non-MID County
	<input type="checkbox"/> Dodge <input type="checkbox"/> Douglas <input checked="" type="checkbox"/> Sarpy	<input type="checkbox"/> Other:
Tax ID Number		363148697
UEI Number		MGFGXEFM3353
Notice of Intent to Award (NOIA) Date		September 6, 2024
DED Award Identification Number		24-03-46
Amount of Funds Obligated by this Action		Up to \$ 500,000
Disaster Recovery Reporting System (DRGR) Award Summary Information		
DED Project	Planning	
DED Activity Information	Housing Resilience Planning	
Federal Awarding Agency	US Dept of Housing and Urban Development	
Assistance Listing (AL)	14.228 Community Development Block Grant/State's program 14.228	
Unique Federal Award Identification Number (FAIN)	B-19-DF-31-0001	

This Subrecipient Agreement (“Agreement” or “SRA”) is entered into between the State of Nebraska Department of Economic Development (“Department”) and the City of Bellevue ("Subrecipient") upon the date of signature by both parties.

RECITALS:

- A. The Governor of the State of Nebraska, acting in accordance with Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5301 et seq.) (“HCD Act”), as amended, has authorized DED to administer and distribute Community Development Block Grant (“CDBG”) funds in the State of Nebraska (“State”); and
- B. In March of 2019, portions of the State received a disaster declaration (DR-4420), pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §5121 et seq.), as a result of severe winter weather, straight-line winds and flooding in March 2019; and
- C. In the aftermath of multiple natural disasters in 2019, the United States Congress enacted the Disaster Relief Appropriations Act, 2019 (Public Law 116-20, approved June 6, 2019), as amended (the “Appropriations Act”), appropriating \$2,431,000,000,

to the U.S. Department of Housing and Urban Development (“HUD”) for Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed (“MID”) areas resulting from disaster declarations in calendar years 2017, 2018, and 2019, subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereafter be granted by HUD; and

- D. Pursuant to the Appropriations Act and HUD’s implementing Federal Register Notice (85 Fed. Reg. 4681), published January 27, 2020, entitled Allocations, Common Applications, and Alternative Requirements for Disaster Community Development Block Grant Disaster Recovery Grantees, the State has received an allocation of CDBG-DR funds from HUD in the amount of \$108,938,000; and
- E. CDBG-DR Program funds may be used for eligible disaster recovery activities for unmet recovery needs attributable to damage that occurred during the incident period between March 9, 2019, and July 14, 2019, in areas included in the March 21, 2019, disaster declaration DR-4420-NE. As a requirement of funding, in cooperation with impacted communities, DED developed, and HUD approved, an action plan (the “Initial Action Plan”), which assessed the short-term and long-term housing, infrastructure, and economic needs in the flood-impacted areas, and developed a strategy for addressing the needs. The Initial Action Plan will be amended as necessary and available on DED’s website (collectively, the “Action Plan”). This Agreement will implement elements of the infrastructure component of the Action Plan for authorized disaster recovery activities (collectively, “Authorized Activities”). Additional requirements for Authorized Activities are published in HUD’s Federal Register Notices described in Part III of this Agreement; and
- F. DED has determined that it is necessary for the CDBG-DR Program to carry out planning activities and issued a Notice of Funding Opportunity (NOFO) for Housing Resilience Planning (HRP) in service to the promotion of comprehensive community resilience. Program Subrecipients will develop plans related to housing recovery, housing resilience, and affordable housing that reduce flood vulnerability; and
- G. The Subrecipient submitted an application for funding via the Housing Resilience Planning Funding Opportunity (“Application”) to undertake community development activities outlined in Exhibit A (“Project”) and authorized under the HCD Act and its corresponding federal regulations (24 C.F.R. Part 570) using CDBG-DR funds; and
- H. In the event of changes in any applicable Federal or State law, this Agreement shall be deemed to be amended when required to comply with any law so amended.

AGREEMENT:

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§1.01 Amount, Use, and Payment of CDBG-DR Funds.

The maximum amount to be reimbursed under this Agreement is:

- up to Five Hundred Thousand Dollars (\$500,000.00)

The actual amount to be spent will depend on the submitted reimbursements for the Project as approved by DED. The approved Project budget will be reflected separately in DED's Grants Management System ("GMS") (currently AmpliFund).

Subrecipients may initiate a request for reimbursement ("Request for Reimbursement" or "Payment Request") to DED during the term of this Agreement to request reimbursement for qualifying Project activities as described herein. Unless otherwise specified by DED, Requests for Reimbursement will be submitted by the Subrecipient through DED's GMS (AmpliFund).

Each Request for Reimbursement must be accompanied by supporting documentation substantiating the work performed under this Agreement during the applicable time period and the cost of that work. Supporting documentation may include, but is not limited to: invoices, bills, time sheets, contracts, procurement/bid documentation, and other documents necessary to demonstrate the Subrecipient's compliance with the terms of this Agreement and progress toward identified Milestones, as determined appropriate by DED.

All costs must be reasonable and necessary and comply with the cost principles ("Cost Principles") set forth in 2 C.F.R. Part 200 and must also be accompanied by documentation from the Subrecipient demonstrating that all procurements for which payment is requested have been made in accordance with this Agreement.

Payments for approved Payment Requests will be made within a reasonable time after submission of requests and all supporting documentation. Payments may be adjusted by DED in accordance with advance fund and program income balances available in Subrecipient accounts, where applicable.

Note that only CDBG-DR Planning Costs will be reimbursed under this agreement. These costs may include:

- Comprehensive plans (if completed by Subrecipient or Contractors);
- Functional plans for housing, land use, or economic development;
- Mitigation or disaster resiliency plans;
- Community development plans; and
- Any combination of the above.

DED's CDBG-DR Policies and Procedures, as well as the Housing Resilience Planning Program Guide (see especially section 5.3 Eligible Costs), provide further details on how DED will govern the reimbursement of CDBG-DR funds and are available on DED's CDBG-DR webpage.

§1.02 Time of Performance.

This Agreement shall have an effective date of September 06, 2024, and will terminate on September 06, 2026. This Agreement may be extended upon mutual consent of both parties; however, it may not be extended beyond the end date of DED's federal grant award, currently July 7, 2027. All of the required activities and services, except for submission of final reports, administration, and audit, must be completed by or before this date. Certain provisions of this Agreement, as noted herein, survive the termination date, including those specified in Part IV and Part V.

The Notice of Intent to Award date ("Notice of Intent to Award Date" or "NOIA Date") for this Agreement is identified in the table on Page 1 of this Agreement.

§1.03 Project Milestones.

In completion of the Project, the Subrecipient will accomplish multiple milestones ("Milestones"), which are collectively referred to as the scope of work for the Project ("Scope of Work"). The Milestones and Scope of Work are reflected on **Exhibit A**, attached hereto and incorporated herein via this reference and by agreement of the parties. As detailed in §4.10, the Subrecipient will submit regular reports to the Department, which include progress toward Milestones.

§1.04 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated as agreed provisions of this Agreement.

PART II: SOURCES AND USES OF FUNDS.

§2.01 Sources and Uses of Funds.

The Sources and Uses of Funds Budget Table is located in Exhibit B, attached to this Agreement and incorporated herein via this reference and by agreement of the parties.

The Sources and Uses of Funds Budget Table reflects:

- The anticipated total costs of the CDBG-DR assisted Project.
- The CDBG-DR assisted activities being funded.
- The sources and amounts of other, non-CDBG-DR funds required for each activity to carry out the Project.
- The maximum authorized CDBG-DR funds for each CDBG-DR activity.

§2.02 Acknowledgement of Funding Source and CDBG-DR Program Requirements.

The Subrecipient acknowledges that the funding source for this Agreement is a special allocation of CDBG-DR funds from HUD and that various cross-cutting Federal administrative requirements are tied to the use of these funds, including but not limited to financial management and procurement requirements.

§2.03 Prohibited Activities.

The Subrecipient may only carry out the activities described in this Agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG-DR ineligible activities, including those described at 24 C.F.R. §570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

PART III: CONDITIONS REQUIRED PRIOR TO RELEASE OF FUNDS.

Funding for the Project will not be released by DED until the following conditions are met. These conditions must be satisfactorily completed no later than sixty (60) days after the Notification of Intent to Award date, as identified in the table on page one of this Agreement. Failure to complete these conditions within the required time period will be considered a violation of this agreement and may result in termination under §4.23.

§3.01 GMS Recipient Portal.

Within DED's GMS (AmpliFund) Recipient Portal, the Subrecipient must identify a Recipient Grant Manager. The individual identified in this role is responsible for receiving and responding to tasks assigned through the system and must be authorized by the Subrecipient to take and delegate all grant management actions on behalf of the Subrecipient.

§3.02 Environmental Review.

Subrecipient must submit documentation evidencing the completion of its responsibilities for environmental review and decision-making pertaining to the Project and its compliance with the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. Part 58, which further the purposes of NEPA.

The Subrecipient agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Subrecipient shall not assign or transfer its Environmental Review responsibilities to any contractor. Please refer to *§4.05 Legal Authority and Acceptance of Environmental Review Responsibility* and *§4.39 Environmental Conditions* for additional detail.

Subrecipient is responsible for maintaining all documentation related to compliance, including Environmental Reviews, and will be subject to continuing compliance monitoring by DED, as further detailed in *§4.09 Record Keeping*

§3.03 Prohibition on Duplication of Benefits.

The Subrecipient must demonstrate to the Department that it will not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §5155) and described in the Appropriations Act. The Subrecipient must carry out the activities under this agreement in compliance with the Department's procedures to prevent duplication of benefits as detailed in DED's Duplication of Benefits Policy.

Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

The Subrecipient is required to document in their files that there is no duplication of benefits for each activity or program and to develop and maintain adequate procedures, and to prevent a duplication of benefits that address (individually or collectively) each activity or program. Subrecipient agrees to provide their policies and procedures to the Department upon request. Subrecipient's policies and procedures are not adequate unless they include, at a minimum:

- a) a requirement that any person or entity receiving CDBG-DR assistance (including direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and
- b) a method of assessing whether the use of CDBG-DR funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably to evaluate need and the resources available to meet that need.

Where there is a duplication of benefit, the Subrecipient shall be subject to repayment and recovery of the duplicated funds, as required herein, whether this grant has been closed out or not. In other words, the Department may disallow costs and recover funds where there is a duplication of benefit.

§3.04 Federal Funding Accountability and Transparency Act (FFATA).

The Subrecipient must comply with the requirements of 2 C.F.R. Part 25 – Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in the System for Award Management (SAM) in accordance with 2 C.F.R. Part 25, Appendix A, and must have a Unique Entity Identifier (UEI) number. The Subrecipient must also comply with the provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 C.F.R. Part 170 – Reporting Subaward and Executive Compensation Information.

PART IV: GENERAL CONDITIONS OF THE FEDERAL AWARD.

§4.01 Financial Management.

Subrecipient shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Project. Upon request by DED, the Subrecipient shall submit documentation evidencing completion of all financial management system requirements. Subrecipient will also provide Notification of Annual Audit (NAA) reports annually within 60 days of Subrecipients fiscal year end.

In addition, the Subrecipient must establish an account in DED's GMS (AmpliFund), which is the primary mechanism to request funds and submit backup documentation pertaining to this award.

§4.02 Procurement Standards.

Upon request by DED, the Subrecipient shall submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law including, but not limited to, 24 C.F.R. Part 85, 24 C.F.R. §570.489, and 2 C.F.R. §§200.318 through 200.326 (with emphasis on the provisions in 2 C.F.R. §200.323 regarding procurement of recovered materials). Such procurement standards shall include written standards of conduct covering conflicts of interest and governing the actions of the Subrecipient's employees engaged in the selection, award, and administration of contracts.

Nothing herein is intended to relieve nor will relieve the Subrecipient of any responsibilities under the law or its contracts. The Subrecipient is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into in support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims. DED's *CDBG-DR Manual, Chapter 5: Procurement*, further describes procurement standards.

§4.03 Limited English Proficiency.

Upon request by DED, the Subrecipient shall submit documentation evidencing completion of its responsibilities to ensure meaningful access to the Project activities and services for persons with Limited English Proficiency (“LEP”) as required by Title VI of the Civil Rights Act of 1964; Executive Order 13166; and HUD’s final “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons”, which was published in the Federal Register on January 22, 2007 and which became effective on March 7, 2007 (“HUD LEP Guidance”).

Such documentation shall include all of the following: (1) information identifying the LEP representative for the Subrecipient, including the representative’s name and contact information; (2) a Four Factor Analysis that is consistent with the HUD LEP Guidance; and (3) a description of the actions the Subrecipient will take during the course of the Project to fulfill the requirements to provide meaningful access to LEP persons. If deemed necessary as a result of the Four Factor analysis, the Subrecipient will also prepare and submit to the Department a Language Access Plan (“LAP”) that includes all elements of an effective LAP as defined by HUD.

Upon request by DED, the Subrecipient shall also submit records of any and all requests for LEP services by LEP persons during the course of the Project, documenting the date and nature of LEP services delivered. Such documentation must be submitted prior to closeout of the Project.

§4.04 Program Income.

Due to the nature of the Project, it is not expected that Program Income will be generated. Program Income is regulated by the provisions of 24 C.F.R. §570.489(e). These regulations should be consulted for definitions and other guidance concerning Program Income. Program Income generally means any gross income received by the Subrecipient that was generated from the use of CDBG-DR funds; however, some exceptions are detailed in 24 C.F.R. §570.489(e)(2).

Where Program Income is unintentionally generated by the Subrecipient, said Program Income must be immediately returned to the Department. The Department’s CDBG-DR Manual includes additional information regarding policy and procedures for Program Income, including examples of how Program Income could be generated.

§4.05 Legal Authority and Acceptance of Environmental Review Responsibility.

Subrecipient certifies that it possesses the legal authority to accept CDBG-DR funds and to carry out the Project and that its authorized Chief Elected Official/Officer:

- (a) Consents to assume the status of responsible federal official (Certifying Officer) and the responsibilities for environmental review and decision making under the

National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law as specified in 24 C.F.R. Part 58 which further the purposes of NEPA; and

- (b) Is authorized and consents, on behalf of the Subrecipient, to accept the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities as such responsible federal official.

Please refer to *§2.02 Environmental Review* and *§4.39 Environmental Conditions* for additional detail regarding Subrecipient's Environmental Review Responsibilities.

§4.06 Designation of Officials to Execute Agreement and Amendments.

The Director of the Department or their designee is the official authorized to execute this Agreement and any amendments to this Agreement on behalf of the Department.

The Chief Elected Official of the Subrecipient or their designee is the official authorized to execute this Agreement and any amendments to this Agreement on behalf of the Subrecipient.

Either party may request amendments to this Agreement; however, amendments will not take effect until mutually agreed to in writing by both parties.

§4.07 [RESERVED].

§4.08 Subrecipient Compliance with CDBG Regulations and Uniform Administrative Requirements.

The Subrecipient must comply with all federal rules applicable to the CDBG-DR program, including the CDBG Regulations in 24 C.F.R. Part 570 that have not been waived by the applicable CDBG-DR Federal Register Notices as described in Part V. The Subrecipient must also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this Agreement and in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400) or any reasonably equivalent procedures and requirements that the Department may prescribe.

Subrecipient agrees to establish and maintain internal controls that demonstrate reasonable assurance that the Subrecipient is carrying out the Project in compliance with all federal statutes, regulations, and the terms and conditions of this Agreement, as required by 2 C.F.R. §200.303. The Subrecipient also agrees to comply with provisions regarding the protection of personally identifiable information, as required by 2 C.F.R. §200.303 and 2 C.F.R. §200.512.

§4.09 Record Keeping and Monitoring.

The Subrecipient agrees to retain all financial records, supporting documents, statistical records, and all other records pertinent to the Project for three (3) years from the time of

closeout of HUD's grant to the State or for the period provided in the CDBG regulations at 24 C.F.R. §570.487 (or other applicable laws and program requirements) and 24 C.F.R. §570.488. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the retention period, then all such records must be retained until completion of the actions and resolution of all issues, or the retention period, whichever occurs later.

The Subrecipient agrees to keep the following records: (1) records as specified in 24 C.F.R. §570.506 *Records to be Maintained*; (2) adequate documentation to support costs charged to the CDBG-DR Program; (3) records detailing procurement procedures followed by Subrecipient; (4) records that include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the Project, as required by 24 C.F.R. §570.490 for fair housing and equal opportunity purposes; and (5) any other records as the Department may reasonably require. The Subrecipient agrees to keep such records so the Department can perform a 24 C.F.R. §570.492 *State's review and audits*.

All records pertinent to this grant and work undertaken as part of the Project must be retained by the Subrecipient for the period required by 2 C.F.R. §200.334 (as interpreted by HUD and applied to the CDBG-DR Program through 24 C.F.R. §570.490). The Subrecipient also agrees to comply with the methods for collection, transmission, and storage of information as described in 2 C.F.R. §200.336.

The Department and any duly authorized official of the state and federal government will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient agrees to transfer records pertinent to this grant and work undertaken as part of the Project to the Department upon request.

As required by 2 C.F.R. §200.337, the Subrecipient shall permit the Department and auditors to have access to the Subrecipient's records and financial statements as necessary for the Department to meet its audit requirements under the Federal award.

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Department, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments and/or termination. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits and 2 C.F.R. §200.500.

The Subrecipient will be subject to reviews, audits, and/or monitoring by the Department, including desktop and/or onsite reviews of the Subrecipient’s compliance with the terms and conditions of this Agreement as the Department may determine to be necessary or appropriate to meet the requirements of 42 U.S.C. §5304(e)(2) and align with the Department’s policies and procedures, including those described in DED’s *CDBG-DR Manual, Chapter 16: Monitoring and Compliance*.

DED may issue management decisions and may consider taking enforcement actions if noncompliance is detected during monitoring or audits (“Corrective Action”). Under such Corrective Action, DED may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the award provided to the subrecipient, as detected through audits, monitoring on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, DED may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

§4.10 Reports.

The Subrecipient must submit regular reports to the Department, in such form as it may prescribe, pertaining to the activities undertaken as a result of this Agreement, and Subrecipient’s compliance with the terms herein. This will include reporting on Subrecipient’s progress toward Milestones identified in **Exhibit A**. The Subrecipient will also be required to submit a final performance and financial report, in such form as the Department may prescribe, prior to grant closeout.

Prior to closeout, the Subrecipient must submit documentation demonstrating the actions or services that were taken during the course of the grant to affirmatively further fair housing and ensure meaningful access to the Project activities for LEP persons, as required in §4.03. For more information about affirmatively furthering fair housing, including reporting guidance, please see the CDBG-DR Program Manual Chapter 11, available on DED’s CDBG-DR webpage.

The following chart summarizes some of the Subrecipient’s reporting obligations to DED. This chart is not intended to catalog all of Subrecipient’s reporting obligations under this Agreement. Note that some of the below reports require the submission of information related to contractors and subsequent subcontractors, which Subrecipient is responsible for collecting and providing to DED.

Report	Frequency
Progress/Performance Report	Quarterly
MBE/WBE Report	Quarterly
EEO Report	Quarterly
Affirmatively Furthering Fair Housing	Quarterly
Final Progress/Performance Report	Prior to Closeout
Final Financial Report	Prior to Closeout

Quarterly Performance Reporting Schedule	
<i>Reporting Period</i>	<i>Submission Deadline</i>
January 1 - March 31	April 15
April 1 - June 30	July 15
July 1 - September 30	October 15
October 1 - December 31	January 15

Unless otherwise specified by DED, all reporting should be submitted using DED’s GMS (AmpliFund). Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of this grant.

§4.11 Cost Principles; Audits; Post-Closeout Adjustments and Continuing Responsibilities.

The Subrecipient is responsible for the efficient and effective administration of the CDBG-DR funds provided to it under this Agreement. The Subrecipient agrees to administer the CDBG-DR funds in a manner consistent with this Agreement, HUD's administrative requirements for the CDBG-DR program, the provisions of the Department's CDBG-DR Manual, and all federal and state laws, regulations, and executive orders applicable to the CDBG-DR Project.

Generally Accepted Government Auditing Standards (GAGAS) must be followed, and audits of this grant will be conducted in accordance with the Single Audit Act of 1984, as amended, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (which have been adopted by HUD through 2 C.F.R. Part 2400). The Subrecipient is required by 2 C.F.R §200.512 to submit the required audit reporting package to the Federal Audit Clearinghouse (“FAC”) within thirty (30) calendar days after receipt of the auditor's reports or nine (9) months after the end of the audit period, whichever is earlier. Audit costs are an allowable general administration cost subject to limitations established by the applicable law and the Department.

The closeout of this grant does not affect the right of the Department or any duly authorized official of the state and federal government to disallow costs and recover funds from the Subrecipient on the basis of a later audit or other review. In other words, the obligation of the Subrecipient to return any funds due as a result of an audit is not affected by closeout of this grant.

Subrecipient’s obligation to the Department shall not end until all close-out requirements are completed. Close-out activities and requirements are subject to (1) 24 C.F.R. §85.5 or §84.71, as applicable; (2) 24 C.F.R. §570.509; and (3) applicable HUD Notices. Activities during this close out period shall include, but are not limited to making final payments, disposing of assets (including the return of all unused materials, equipment, properly addressing Program Income (as that term is defined in section VI(A)(17)(a) of the HUD Notice 78 Fed. Reg. 14,329, 14,341 (March 5, 2013, as may be amended by HUD)), balances, and accounts receivable to the Department), and determining the

custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over CDBG-DR funds, including Program Income.

§4.12 Conflict of Interest.

The Subrecipient must comply with the conflict-of-interest prohibitions set forth in 24 C.F.R. §570.489 and 2 C.F.R. §200.318 and in the Subrecipient's written standards of conduct covering conflicts of interest. Upon request of the Department, the Subrecipient must submit copies of such standards and evidence of compliance therewith. In the event prohibited conflicts of interest arise, the Subrecipient must inform the Department of such conflicts of interest as soon as possible.

§4.13 Applicability to Contractors and/or Partners.

All provisions of this Agreement will be made binding on any contractor or Project partner of the Subrecipient, and the Subrecipient will, nonetheless, remain fully obligated under the provisions of this Agreement.

Any such contractor of the Subrecipient must be authorized to transact business in the State of Nebraska. All contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements, including any registration requirements pertaining to types of business entities (e.g., sole proprietorship, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation). Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Subrecipient for its records.

Upon request of the Department, the Subrecipient must submit copies of written agreements executed between the Subrecipient and any contractors or partners relating to the Project.

§4.14 Funding Source Recognition.

Prior to referring to the Project or Project activities in publications, the Subrecipient must inform the Department and, if requested, include a reference to the CDBG-DR funding made available for the Project.

§4.15 Intellectual Property.

If the Project results in any copyrightable material or inventions, the Department and/or the State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and/or authorize others to use the work or materials for governmental purposes.

§4.16 Religious Activities.

The Subrecipient agrees that CDBG-DR funds provided under this Agreement will not be used for inherently religious activities, such as worship, religious instruction, or proselytization, prohibited by 24 C.F.R. §570.200(j). DED does not prohibit the participation of religious or faith-based organizations in the CDBG-DR program.

§4.17 Title, Use, and Disposition of Property/Supplies/Equipment; Insurance.

The Subrecipient agrees to comply with the provisions of 2 C.F.R. §§200.311 through 200.316 regarding the title, use, and disposition of property, supplies, and equipment. In accordance with 2 C.F.R. §200.310, the Subrecipient agrees to, at a minimum, provide insurance coverage that is equivalent to the insurance it provides for its other property for the real property and equipment acquired or improved with CDBG-DR funds.

§4.18 Reversion of Assets.

Upon expiration of this Agreement Subrecipient shall transfer to DED any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds in excess of Twenty-Five Thousand Dollars (\$25,000) shall be used for its original intended purpose for five years after expiration of the agreement. Should the Subrecipient fail to utilize said property for its intended purpose, the Subrecipient shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for the acquisition of, or improvement to, the property.

§4.19 Anti-Lobbying.

To the best of the Subrecipient's knowledge and belief: no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

§4.20 Waivers and Assignment of Interest.

No conditions or provisions of this Agreement can be waived unless approved by the Department in writing. The Subrecipient may not assign or transfer any interest in this Agreement to any other party without the written consent of the Department.

§4.21 Non-Waiver of Rights.

The Department's failure to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this Agreement.

§4.22 Severability.

If any provision of this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this Agreement.

§4.23 Termination for Cause.

In the event of a default or violation of the terms of this Agreement by the Subrecipient or a failure to use the grant for only those purposes set forth herein, the Department may take the following actions (which are supplemental to other default remedies specified elsewhere in this Agreement):

- (a) *Suspension.* After notice to the Subrecipient, the Department may suspend the Agreement and withhold any further payment or prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient or a decision to terminate.
- (b) *Termination.* The Department may terminate the Agreement, in whole or in part, at any time whenever it is determined that the Subrecipient has failed to comply with the terms and conditions of the Agreement. The Department will promptly notify the Subrecipient in writing of the determination to and the reasons for termination, along with the effective date. Payments made to the Subrecipient or recoveries by the Department under Agreements terminated for cause will be in accordance with the legal rights and liabilities of the parties. Payments and recoveries may include, but are not limited to, payments allowed for costs determined to be in compliance with the terms of this Agreement up to the date of termination. The Subrecipient must return all unencumbered funds, and any costs previously paid by the Department that are subsequently determined to be unallowable through audit and closeout procedures may be recovered from present grant funds or deducted from future grants.

§4.24 Termination Due to Loss of Funds.

This Agreement may terminate, in full or in part at the discretion of the Department, in the event the Department suffers a loss of funding or a termination of the federal funds which permit it to fund this grant. In the event it suffers such a loss of funding, the Department will give the Subrecipient written notice which will set forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding.

§4.25 Early Termination; Termination by Mutual Agreement.

The Department may terminate this Agreement for any reason upon sixty (60) days written notice to the Subrecipient.

This Agreement may also be terminated, in whole or in part, prior to the completion of project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Subrecipient may not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. The Department will make funds available to the Subrecipient to pay for allowable expenses incurred before the effective date of termination.

§4.26 State of Nebraska Non-Liability/Hold Harmless.

The Subrecipient must hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any activities or services performed by the Subrecipient or by its officials, officers, employees, agents, or associates.

§4.27 Entire Agreement; Binding Effect; Counterparts.

This instrument and any attachments, the approved Application, and those items incorporated by reference contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein will not be binding upon the parties.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

§4.28 Governing Law.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§4.29 Verification of Work Eligibility Status for New Employees.

The Subrecipient 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.

In this context, "new employees" means employees hired on or after the effective date of this Agreement. 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. §1324(a)), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Subrecipient in performing this Agreement. The Subrecipient will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Subrecipient to adhere to these requirements is a violation of the statutory requirements of Neb. Rev. Stat. §4-114 and, as such, will be deemed a substantial breach of this Agreement, which could result in the Department declaring the Subrecipient to be in default on the Agreement.

§4.30 Debarment, Suspension, and Ineligibility; Universal Numbering System and Registration Requirements.

By executing this Agreement, the Subrecipient certifies, represents, and warrants that the Subrecipient and all subrecipients or contractors to be used by the Subrecipient in performing this Agreement are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by HUD or any other federal agency under the provisions of Executive Order 12549 "Debarment and Suspension" and any applicable government debarment and suspension regulations. The Subrecipient agrees to immediately notify the Department if it or any of its subrecipients or contractors become sanctioned or debarred. The Subrecipient acknowledges that suspension or debarment and/or use by the Subrecipient of suspended or debarred subrecipients or contractors is cause for termination of this Agreement.

The Subrecipient agrees to comply with all requirements established by the Office of Management and Budget ("OMB") concerning participation in the Unique Entity

Identification (UEI), formerly known as Dun and Bradstreet Data Universal Numbering System (“DUNS”), registration with the Federal System for Awards Management (“SAM”), and maintenance of such participation and registration. Additional information is available at SAM.gov.

§4.31 Mandatory Disclosures.

As required by 2 C.F.R. §200.113, Subrecipient must immediately disclose to the Department, HUD, and/or other appropriate authorities (with a copy to the Department) all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the use of CDBG-DR funds provided under this Agreement.

§4.32 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the Agreement due to a natural disaster or other similar event outside the control of and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the Agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the Agreement if the Subrecipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Subrecipient. To obtain release based on a Force Majeure Event, the Subrecipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Agreement.

§4.33 Drug Free Workplace.

The Subrecipient agrees to maintain a drug free workplace environment to ensure worker safety and workplace integrity and agrees to provide a copy of its drug free workplace policy at any time upon request by the Department.

§4.35 Insurance & Bonding.

The Subrecipient shall comply with the bonding and insurance requirements of 2 C.F.R. §200.326 and §200.310. The Subrecipient must carry sufficient insurance coverage to protect CDBG-DR acquired assets from loss due to theft, fraud and/or undue physical damage, and acquire a blanket fidelity bond covering all employees in an amount equal to CDBG-DR funds provided by the Subrecipient.

§4.36 Notice.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this Agreement, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or four (4) calendar days following deposit in the mail.

§4.37 Survival.

The terms of this Agreement regarding national objective compliance, program income, use of funds, matching requirements, record keeping, audits, reports, and notice (and other terms that by their nature should survive the termination or expiration of this Agreement) shall survive expiration or termination of this Agreement.

§4.38 Subrogation.

Subrecipient acknowledges that funds provided through this Agreement are Federal funds administered by HUD under the CDBG-DR Program and that all funds provided by this Agreement are subject to audit, disallowance, and repayment. Any disagreement with adverse findings may be challenged and subject to Federal regulation, however, Subrecipient shall promptly return any and all funds to Subrecipient, which are found to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause. This clause shall survive indefinitely the termination of this Agreement for any reason.

§4.39 Environmental Conditions.

In carrying out its obligations under *§4.05 Legal Authority and Acceptance of Environmental Review Responsibilities* and *§2.02 Environmental Review*, subrecipient must comply with all applicable environmental laws, including, but not limited to, the applicable laws cited in Part V and the following conditions:

1. Prohibition on Choice Limiting Activities Prior to Environmental Review.

The Subrecipient must comply with the limitations in 24 C.F.R. §58.22 including limitations on activities pending clearance and on commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of CDBG-DR and other Federal funds for the activity.

2. Air and Water.

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. §7401 *et seq.*) as amended; particularly section 176(c) and (d) (42 U.S.C. §7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 C.F.R. Parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;

3. Flood Disaster Protection.

The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 U.S.C. §4012(a). Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. §5154(a)), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

4. Lead-Based Paint.

The Subrecipient shall follow the Subrecipient's procedures with respect to CDBG-DR assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations at Part 35, subparts A, B, J, K, and R of this title. These provisions are provided in the CDBG-DR Manual.

5. Historic Preservation.

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54

of the United States Code, and the procedures set forth in 36 C.F.R. Part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

PART V: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

The Subrecipient agrees to comply with the administrative requirements for the CDBG-DR program established by DED and HUD, with the provisions of DED's CDBG-DR Manual, and with all Federal and state laws, regulations, and executive orders applicable to the CDBG-DR Program, as now in effect and as such law may be amended, which may include but are not limited to:

Federal Register Notices

- 86 Fed. Reg. 569-576 (January 6, 2021)
- 85 Fed. Reg. 4681-4690 (January 27, 2020)
- 85 Fed. Reg. 60821-60828 (September 28, 2020)
- 85 Fed. Reg. 50041-50043 (August 17, 2020)
- 85 Fed. Reg. 10182 (February 21, 2020)
- 84 Fed. Reg. 28836-28850 (June 20, 2019)
- 84 Fed. Reg. 4836-4846 (February 19, 2019)
- 83 Fed. Reg. 40314-40325 (August 14, 2018)
- 83 Fed. Reg. 5844-5869 (February 9, 2018)

Labor and Employment

- Contract Work Hours and Safety Standards Act (and related requirements), 40 U.S.C. 3701-3708, 29 C.F.R. Part 5;
- Copeland "Anti-Kickback" Act (and related requirements), 18 U.S.C. §874 and its implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and Part 5;
- The Davis-Bacon Act (and related requirements), 40 U.S.C. §§3141-3148 as supplemented by Department of Labor regulations 29 C.F.R. Part 5;
- Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701(u); and 24 C.F.R. Part 75, including tracking and reporting labor hours to DED for reporting to HUD;
- The Immigration Reform and Control Act of 1986, 8 U.S.C. §1101; and
- Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§701-707).

Nondiscrimination

- The Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157, 24 C.F.R. §570.614; and
- The Americans with Disabilities Act, 42 U.S.C. §12131; 47 U.S.C §§155, 201, 218, and 225, and 29 C.F.R. Part 1630.

Civil Rights

- Affirmatively Furthering Fair Housing, 42 U.S.C. §45, 24 C.F.R. §570.487(b) and §§5.150-5.151;
- The Equal Employment Opportunity Act, 47 U.S.C §554, Executive Order 11246 (30 FR 12319, 12935, 3 C.F.R. §§1964-1965 Comp., p. 339), as amended by Executive Order 11375, and 41 C.F.R. Part 60;
- The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002), 38 U.S.C. §4215, 41 C.F.R. §60-300.1;
- The Immigration Reform and Control Act of 1986, 8 U.S.C. §1101;
- The Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§48-1101-1126; and related acts and requirements;
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000(d)(1), 28 C.F.R. §50.3;
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000(e) et seq., 29 C.F.R. Part 1606;
- Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act), 42 U.S.C. §§3601-19, 29 C.F.R §1901.203;
- The Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107, 45 C.F.R Part 90;
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, 45 C.F.R. Part 84;
- The Housing for Older Persons Act of 1995, Public Law 104-76, Section 807(b)(2)(C) of the Fair Housing Act (42 U.S.C. §3607(b)(2)(C)) as amended; and related acts and requirements.

Environmental and Historic Properties

- National Environmental Policy Act of 1969, 42 U.S.C. §4321 et seq.) and implementing regulations at 40 C.F.R. Parts 1500-1508;
- Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities at 24 C.F.R. Part 58
- The Clean Water Act, 33 U.S.C. §1251 et seq., 40 C.F.R. §40.145-2;
- Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act, and regulations at 24 C.F.R. Part 35; and
- Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 CFR, 2016 Comp., p. 268), as implemented in HUD regulations at 24 CFR part 55, particularly section 2(a) of EO 11988, as amended.
- Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted in HUD regulations at 24 CFR part 55, particularly sections 2 and 5 of the order.

- The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.), as amended, particularly section 307(c) and (d) (16 U.S.C. 1456(c) and (d)).
- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e)) and Sole Source Aquifers (Environmental Protection Agency—40 CFR part 149).
- The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section 7 (16 U.S.C. 1536).
- The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7(b) and (c) (16 U.S.C. 1278(b) and (c)).
- The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)) and Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202) and Farmland Protection Policy (Department of Agriculture—7 CFR part 658).
- Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859.
- The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2).
- Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 CFR 1971-1975 Comp., particularly section 2(c).
- Federal historic preservation regulations, including: 36 CFR part 800 with respect to HUD programs other than Urban Development Action Grants (UDAG); and 36 CFR part 801 with respect to UDAG.
- The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 et seq.), particularly section 3.
- Nebraska Uniform Energy Efficiency Standards, Neb. Rev. Stat. §§81-1608 to 81-1626.

Procurement

- 2 C.F.R. Part 200.
- Build America, Buy America Act (BABAA). Pub. L. No. 117-58, §§ 70901-52.
- Byrd Anti-Lobbying Amendment (and related acts and requirements), 31 U.S.C. §1352, 45 C.F.R. §2543.87 (applicable to contracts exceeding \$100,000).
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq., and Related Authorities, 44 C.F.R. Part 206.
- The Federal Funding Accountability and Transparency Act, 31 U.S.C. §6101 and related Federal requirements, 24 C.F.R. §93.354.
- Nebraska State Procurement Act, Neb. Rev. Stat. §73-810 to §73-819.
- Nebraska Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this Agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT	SUBRECIPIENT → City of Bellevue
By: _____ (Director or Designee)	By: _____ (Chief Elected Official)
_____ (Typed or Printed Name)	_____ (Typed or Printed Name)
_____ (Typed or Printed Title)	_____ (Typed or Printed Title)
_____ (Date)	_____ (Date)

EXHIBIT A: Statement of Work

Purpose.

Activities funded via the Housing Resilience Planning Funding Opportunity utilize CDBG-DR funding to support local jurisdictions and economic development districts in developing plans for housing recovery, resilience, and affordability. The plans shall support communities in identifying and leveraging both CDBG-DR and other resources and strategies for housing recovery, resilience, and affordability. The overarching goal is to promote comprehensive community resilience by addressing flood vulnerabilities in counties that were declared under DR-4420, including those designated as the HUD-identified MID counties of Dodge, Douglas, and Sarpy.

Eligible Costs under this SRA are limited to Planning Costs such as:

- Comprehensive plans (if completed by Subrecipient or Contractors);
- Functional plans for housing, land use, or economic development;
- Mitigation or disaster resiliency plans;
- Community development plans; and
- Any combination of the above.

DED's CDBG-DR Policies and Procedures, as well as the Housing Resilience Planning Program Guide (see especially section 5.3 Eligible Costs), provide further details on Planning Costs and are available on DED's CDBG-DR webpage.

Background.

In early 2019, the State of Nebraska suffered record-breaking damage due to severe winter weather ("Winter Storm Ulmer"), straight-line winds, and flooding, all of which contributed to a major disaster declaration (DR-4420) under the Stafford Act. Winter Storm Ulmer and the subsequent flooding caused severe damage to the state's infrastructure systems and created cascading impacts across many sectors. Infrastructure damage was widespread, with 84 out of 93 counties and four tribal areas impacted, reporting damage to roads, bridges, levees, dams, stormwater systems, drinking water and clean water, and many other critical infrastructure facilities.

Project Description.

Development of a housing 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, which were significantly impacted by the 2019 flooding. The plan will assist the communities as they work to address rising housing needs compounded by increased frequency and severity of climate events, by outlining obtainable short and long-term housing and infrastructure goals by the municipalities. The plan will also include proposed pre-approved housing development plans prepared for priority target areas that will meet local building requirements and include stormwater and engineering designs. This approach will increase the viability of neighborhoods and create social and economic benefits.

Project Milestones/Deliverables.

Project Milestones	Deliverables	Expected Completion Date
Community Engagement Meeting/Event #1	Work Session and Stakeholder Interviews – Issues + Ideas Summation Memo	May 01, 2025
Community Engagement Meeting/Event #2	Core Team Charrette: Directions – Meeting Slide Deck, Notes/Roster	July 01, 2025
Final Plan/Planning Product Delivery	Sarpy County Inclusive and Resilient Housing Market Action Plan	September 01, 2025

EXHIBIT B: Sources and Uses of Funds Budget Table.

NOTE: all numbers reflected in this exhibit are projections until closeout of the Project; at that time, a final report will reflect actual totals and measures. In support of the completed Project and reflective of actual costs and measurable beneficiary outcomes, the Subrecipient will supply this documentation in the form or manner provided by the Department.

USES (Activities)↓	National Objective	SOURCES		
		CDBG-DR	OTHER	TOTAL
Planning Activities (DR-19-PLAN-Housing)	Waived under 24 CFR § 570.200(a)(3)(i)	\$500,000	\$0	\$500,000
TOTAL		\$500,000	\$0	\$500,000



Federal Funding Accountability and Transparency Act (FFATA) Form

Contract Number: 25-03-46

Applicant (Subrecipient) Information

Applicant: Name City of Bellevue

Applicant: Address Line 1 1500 wall Street

Applicant: Address Line 2 NA

Applicant: City Bellevue

Applicant: State Nebraska

Applicant: ZIP+4 680053675

Applicant: Congressional District 1

Applicant: Unique Entity ID (SAM) Number MGFGXEFM3353

Principal Place of Performance of Proposed Project (POP)

POP: City Bellevue

POP: State Nebraska

POP: ZIP+4 680053675

POP: Congressional District 1

Brief Project Description

Bellevue CDBG-DR Multi-jurisdictional Housing Resiliency Planning project will assist Bellevue, Papillion, and the surrounding ETJ areas to address rising housing costs and needs compounded by increased frequency and severity of climate events by creating a plan for recovery, resiliency, and affordability with alternative flood mitigation options to promote housing resilience.



Executives Compensation

If certain conditions are met, the Applicant must provide names and total compensation of the Applicant's top five highly compensated Executives to the Department.

Question 1

In Applicant's previous fiscal year, did Applicant receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes

No

Question 2

Does the public have access to information about the compensation of the executives in the Applicant's (the legal entity to which the UNIQUE ENTITY ID (SAM) number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes

No

Not Applicable



Please provide the names and Total Compensation of the top five most highly compensated Executives in the space below.

NOTE: Executive means officers, managing partners, or any other employees in management positions. Total Compensation means the cash and noncash dollar value earned by the Executive during the Applicant's preceding fiscal year and includes salary and bonus, awards of stock, stock options, and stock appreciation rights; earnings for services under non-equity incentive plans, change in pension value, above market earnings on deferred compensation which is not tax-qualified; and other compensation, if the aggregate value of all such other compensation (e.g., severance, termination, payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000. See 48 CFR 52.204-10.

Executive 1: Name

Executive 1: Total Compensation

Executive 2: Name

Executive 2: Total Compensation

Executive 3: Name

Executive 3: Total Compensation

Executive 4: Name

Executive 4: Total Compensation

Executive 5: Name

Executive 5: Total Compensation



Terms of Acceptance

To the best of my knowledge and belief, data and information in this application are true and correct, including any commitment of local or other resources. This applicant will comply with all requirements governing the use of funds. I certify that I am the authorized official to submit such information on behalf of the local government, or grantee, or that I have the authority to execute this form on behalf of the authorized official and can submit proof of such authorization upon request.

Name of Authorized Official : Rusty Hike

Title: Mayor, City of Bellevue

Date Signed



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/05/2024		SUBMITTED BY: Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Accept the U.S. Department of Energy's Energy Efficiency Block Grant Technical Assistance Voucher Program award and approve the Terms and Conditions for the municipal building audit program.

SYNOPSIS/BACKGROUND:

The City of Bellevue applied and was awarded a technical assistance voucher from the Energy Efficiency Block Grant Program (EECBG) through the U.S. Department of Energy (DOE) for municipal building audits. The City proposes to use the voucher assistance to conduct an energy audit on select city buildings to understand energy usage patterns, identify opportunities for energy conservation through equipment retrofits, and outline benchmark building energy performance goals. To accept the award, the City must approved the Special Terms and Condition of the Technical Assistance Voucher Program and NEPA Determination Form. The grant provides 100% funding for the project with no match requirement.

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 Special Terms and Condition of the Technical Assistance Voucher Program and NEPA Determination Form for the EECBG program.

ATTACHMENTS:

1. <input type="text" value="Award Email"/>	2. <input type="text" value="Special Terms and Conditions"/>	3. <input type="text" value="NEPA Determination"/>
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:



Outlook

Congratulations! EECBG Technical Assistance Voucher Application Approval – Bellevue (City, NE)

From Farrington, Melissa <melissa.farrington@hq.doe.gov>

Date Fri 10/4/2024 2:57 PM

To abby.highland@outlook.com <abby.highland@outlook.com>

2 attachments (369 KB)

TA Terms and Conditions_9.20.24_MF_v4.pdf; NEPA Determination for Technical Assistance Vouchers.pdf;

Hello Abby,

Thank you for your interest in the EECBG Program vouchers. The US Department of Energy (DOE) has approved your technical assistance voucher application. Congratulations!

Please note that DOE is actively working to procure a Technical Assistance Administrator. Based on the expected timeline for that procurement, we anticipate that you will be able to receive TA starting soon. If this timeline does not align with your needs, please let us know. DOE is actively exploring technical assistance support that DOE may be able to provide in the interim.

Technical Assistance voucher recipients do not receive direct funding, instead they receive the allocation amount in the form of technical assistance services from the Technical Assistance Administrator, which will be provided by DOE. This is one of the limitations of the voucher option. You can read more on page 3 of the [Voucher Handbook](#). You will have up to 8 hours of scoping to define your project needs and budget. Then after your project is complete, DOE will submit payment to the Technical Assistance Administrator.

I have attached a copy of the technical assistance (TA) voucher terms and conditions for your review and signature and the NEPA determination. The NEPA determination is part of the terms and conditions as an attachment but due to its importance we separate it out. It is not necessary for you to sign it separately.

Please reach out with any questions or concerns about your project or the timeline.

Thank you and take care,

Melissa Farrington, Technical Project Officer

Office of State and Community Energy Programs | Energy Efficiency and Conservation Block Grant Program (EECBG)

U.S. Department of Energy

E-mail: melissa.farrington@hq.doe.gov

Phone: 240-597-8774

<https://www.energy.gov/scep/office-state-and-community-energy-programs>

Special Terms and Conditions

The **Technical Assistance Voucher Recipient** (“Recipient”), which is identified in the voucher application, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	NEPA Determination

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

Table of Contents

Subpart A. General Provisions	3
Term 1. Legal Authority and Effect.....	3
Term 2. Compliance with Federal, State, and Municipal Law	3
Term 3. Inconsistency with Federal Law	3
Term 4. Federal Stewardship	3
Term 8. Lobbying.....	5
Term 10. No-Cost Extension	5
Term 11. Record Retention.....	6
Term 12. Audits.....	6
Term 13. Indemnity.....	7
Term 14. Foreign National Participation	7
Term 15. Post-Award Due Diligence Reviews	7
Subpart B. Financial Provisions	7
Term 16. Maximum Obligation.....	7
Term 18. Allowable Costs	8
Term 19. Budget Changes	8
Subpart C. Miscellaneous Provisions	9
Term 20. Environmental, Safety and Health Performance of Work at DOE Facilities	9
Term 21. Nondisclosure and Confidentiality Agreements Assurances	9
Term 22. Recipient Integrity and Performance Matters.....	10
Term 23. Export Control.....	12
Term 24. Interim Conflict of Interest Policy for Financial Assistance.....	12
Term 25. Organizational Conflict of Interest.....	13
Term 26. Human Subjects Research	13
Term 27. Fraud, Waste and Abuse	14
Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements	15
Term 28. Reporting, Tracking and Segregation of Incurred Costs.....	15
Term 29. Potentially Duplicative Funding Notice	15
Term 30. Transparency of Foreign Connections.....	15
Term 31. Foreign Collaboration Considerations.....	16

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (<https://doerebates.my.site.com/eecbgvouchers/s/>), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 3. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 4. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 5. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 6. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer or the invoice reviewer designated by the Contracting Officer or the invoice reviewer designated by the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer or the invoice reviewer designated by the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share of if the work is performed by the contractors or other project partners.

B. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer or the invoice reviewer designated by the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer or the invoice reviewer designated by the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer or the invoice reviewer designated by the Contracting Officer, which includes the information as required in the FOA that the Award was selected under.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer or the invoice reviewer designated by the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award

was selected under and is in the economic interests of the United States. The Contracting Officer or the invoice reviewer designated by the Contracting Officer may require additional information before considering such request.

Term 8. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 9. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX"
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 10. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer or the invoice reviewer designated by the Contracting Officer with notice in advance if it intends to utilize a

one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer or the invoice reviewer designated by the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 11. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 12. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits

discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 13. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 14. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 15. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 16. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 17. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer or the invoice reviewer designated by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 18. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer or the invoice reviewer designated by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer or the invoice reviewer designated by the Contracting Officer for any foreign travel costs.

Term 19. Budget Changes

A. Budget Changes Generally

The Contracting Officer or the invoice reviewer designated by the Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, must be approved in advance and in writing by the Contracting Officer or the invoice reviewer designated by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer or the invoice reviewer designated by the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

Subpart C. Miscellaneous Provisions

Term 20. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 21. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 22. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 - 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 23. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.” The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 24. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy.

Term 25. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 26. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of

participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 27. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 28. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 29. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 30. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer or the invoice reviewer designated by the Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;

3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 31. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

Authorized Signature

Date

Name:

Title:

Entity Name:

PMC-ND
(1.08.09.13)

**U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
NEPA DETERMINATION**



RECIPIENT:EECBG Program - Office of State and Community Energy Programs

STATE: Mult

PROJECT TITLE
: EECBG Program Technical Assistance Vouchers

Funding Opportunity Announcement Number	Procurement Instrument Number	NEPA Control Number	CID Number
DE-FOA-0002882		GFO-EECBG-TAV23-001	

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

A9 Information gathering, analysis, and dissemination Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.)

A11 Technical advice and assistance to organizations Technical advice and planning assistance to international, national, state, and local organizations.

Rationale for determination:

The U.S. Department of Energy (DOE) administers the Energy Efficiency Conservation Grant Block Program (EECBG) as authorized by Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA), as amended, and signed into Public Law (PL 110-140) on December 19, 2007. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, 2 CFR Part 200 as amended by 2 CFR Part 910 and Section 40552 of the Infrastructure Investment and Jobs Act (IIJA) (PL 117-58).

Under the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) DOE would distribute EECBG Technical Assistance Vouchers to eligible units of local government and Indian tribes (hereinafter "Recipients"). Estimated individual Recipient allocations are included in the ALRD. This EECBG Program is designed to assist these Recipients in developing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency. Activities funded by the Technical Assistance Vouchers would include desktop activities, including but not limited to planning, designing, data collection, project management, training, outreach, reporting, and analyzing development of energy planning, energy efficiency, renewable energy, electric vehicles, and sustainable transportation type projects. No physical modifications to structures and no ground disturbance would occur.

NEPA PROVISION

DOE has made a final NEPA determination.

Notes:

Office of State and Community Energy Programs - EECBG
NEPA review completed by Amy Lukens, 9/18/2023.

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and

construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

The proposed action is categorically excluded from further NEPA review.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature:  Casey Strickland Date: 9/18/2023
NEPA Compliance Officer

FIELD OFFICE MANAGER DETERMINATION

- Field Office Manager review not required
- Field Office Manager review required

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____ Date: _____
Field Office Manager

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
11/6/2024

COUNCIL MEETING DATE: November 5, 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:

Agreement with JEO Consulting Group Inc. for engineering services

SYNOPSIS/BACKGROUND:

FY 2025 assistance with post construction stormwater management plans. Review of documents associated with PCSMP, meetings, additional services as needed.

FISCAL IMPACT: \$34,500.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: JEO consulting Group Inc	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: PCSMP Reviews FY2025		
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: 6033	ACCOUNT NUMBER: 10-10-6033	

RECOMMENDATION:

Approve and authorize the Mayor to sign the agreement with JEO consulting Group Inc. for engineering consulting services.

ATTACHMENTS:

- | | | |
|--------------|--------------------------------|----|
| 1. Agreement | 2. Exhibit A- Scope of Service | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Signature 1
Signature 2
Signature 3



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ between City of Bellevue (“Owner”) and JEO Consulting Group, Inc. (“Engineer”).

Owner’s project, of which Engineer’s services under this Agreement are a part, is generally identified as follows:

Bellevue PCSMP Reviews FY 2025 (“Project”).

JEO Project Number: R242215.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement


- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Bellevue, Nebraska

Engineer: JEO Consulting Group, Inc.

By: Rusty Hike

By:  Ryan Joe

Title: Mayor

Title: Project Manager

Date Signed: _____

Date Signed: 10/18/2024

Address for giving notices:

Address for giving notices:

City of Bellevue

JEO Consulting Group, Inc.

1500 Wall Street

11213 Davenport Street, Suite 200

Bellevue, NE 68123

Omaha, NE 68154

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

Exhibit A - Scope of Services

Project Description: Assist the City of Bellevue Public Works Department with review of Post Construction Stormwater Permit (PCSMP) applications submitted for development within the city. The City will be responsible for review and approval of all applications in Permixon. All reviews would be completed in the Permixon System. Additionally, the following services can be provided on an as needed basis:

- Assistance with grading permit reviews.
- Review of documents during the platting process (preliminary or final) on PCSMP related studies or plans.
- Inspections of PCSMP facilities
- Assistance with non-compliance issues

Review of Documents associated with Post Construction Stormwater Permitting:

1. Review of post construction stormwater permit technical documents, including but not limited to those listed below:
 - a. Drainage Study
 - b. Post Construction Stormwater Plans
 - c. Permanent easement documents
 - d. As-built plans

Meetings Associated with the project:

1. Quarterly progress meetings to review project progress, status of budget and any adjustments to the project communication plan or schedule. These meeting would be conducted remotely via Microsoft Teams.

Additional Services on an as needed basis:

1. Provide assistance with review of grading permits and associated documents, when requested by city staff. Document review include but are not limited to:
 - a. Stormwater Pollution Prevention Plan (SWPPP)
 - b. NPDES Permit Documents
 - c. Grading permit inspections are NOT included.
2. Review of the documents provided during the platting process, including but not limited to those listed below, as requested.
 - a. Drainage Studies
 - b. PCSMP Plans
 - c. Erosion Control Plans
3. Conduct inspections after the installation of PCSMP items and final close out as needed.
4. Provide assistance with non-compliance issues as needed.

Proposed Schedule:

Reviews will be completed as they are received or based on prioritization set by City Staff.

Permit Reviews for FY 25	Completed within 2 weeks of receipt
Other Services	Completion schedule as determined with city staff

Fee proposal:

The estimated total fee for this scope of work is:

Permit Reviews for FY 25	\$18,000.00
Subdivision Plat Reviews	\$12,500.00
Meetings	\$ 4,000.00
TOTAL	\$34,500.00

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

Exhibit A - Scope of Services

- Fee's incurred will be billed based on 2025 hourly rates for time incurred on requested services.
- Hourly rates are subject to change on or around January 1st annually. Anticipated staff assigned to this project are:

<u>STAFF MEMBER:</u>	<u>2025 Rate Schedule</u>
Julie Ogden, PE	\$250.00
Ryan Joe	\$175.00
Terry Lage	\$195.00
Mark McCabe	\$290.00
Ann Nissen	\$210.00

- Additional JEO staff may be utilized, as needed, when a particular discipline or specialty is needed for review.

JEO CONSULTING GROUP INC || JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use 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 pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
11/6/2024

COUNCIL MEETING DATE: November 5, 2024		SUBMITTED BY: David Goedeken - Dir. Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

BPW 230307 - WW25 (02) Bluff Street Lift Station Replacement

SYNOPSIS/BACKGROUND:

Amendment No. 1 for Embris Group to provide professional engineering services for the Bluff Street Lift Station Replacement. The scope of services are for Bidding and Negotiation, Construction Administration, and for a part-time Resident Project Representative.

FISCAL IMPACT: \$134,620 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Embris Group	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Bluff Street Lift Station Replacement		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: Sewer Construction	CIP PROJECT NAME: WW25(02)	
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE: CIPWW25(02)	ACCOUNT NUMBER: 7000	

RECOMMENDATION:

Recommend City Council to approve and authorize the Mayor to sign Amendment No. 1 between the City of Bellevue and Embris Group in the amount of \$134,620.

ATTACHMENTS:

1. Amendment No 1
2. Breakdown of Costs
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Amber B. Miller
[Signature]
[Signature]

AMENDMENT TO OWNER AND ENGINEER AGREEMENT
Amendment No. 1



The Effective Date of this Amendment is: _____.

ARTICLE 1 – BACKGROUND DATA

Effective Date of Owner and Engineer Agreement: **March 7, 2023**
Owner: **City of Bellevue, NE**
Engineer: **Embris Group, LLC**
Project: **Cedar Bluffs Lift Station Replacement (Bluff Street Lift Station Improvements), Embris #22-036.00**

ARTICLE 2 – NATURE OF AMENDMENT

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications of payment to Engineer

ARTICLE 3 – DESCRIPTION OF MODIFICATIONS

Perform engineering services related to bidding and construction services. See Exhibit A, attached.

ARTICLE 4 – AGREEMENT SUMMARY

Summary (see Exhibit B for fee breakdown):

Original agreement amount:	\$ <u>133,580.00</u>
Net change for prior amendments:	\$ <u>0.00</u>
This amendment amount:	\$ <u>134,620.00</u>
Adjusted Agreement amount:	\$ <u>268,200.00</u>


The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: **City of Bellevue, NE**

ENGINEER: **Embris Group, LLC**

By: _____
Print
name: _____

By: 
Print
name: Lucas C. Billesbach

Title: _____

Title: Principal

Date Signed: _____

Date Signed: 10/08/2024

Project Description:

The following is an amendment to the Agreement titled “Cedar Bluffs Lift Station Replacement” dated 3/7/2023 to add the following additional scope of services and tasks:

Task 5: Bidding and Negotiation Phase

- 5.1 Provide Bidding and Negotiation Assistance to the City of Bellevue
- a. Obtain approval of the plans and project manual and authorization to advertise for bids from the City of Bellevue and assist the city with the development of an Invitation to Bid to be placed into publication.
 - b. Furnish electronic copies of plans and project manual to prospective bidders, material suppliers, and other interested parties upon their request and receipt of a non-refundable fee to be determined by Engineer.
 - c. Respond to inquiries from prospective bidders and prepare and issue any addenda required.
 - d. Attend one (1) bid opening meeting at the city. If needed, assist the city at the bid opening to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are followed.
 - e. Tabulate and analyze construction bids and report on them to the city at one (1) meeting. A written recommendation of award will be provided along with any supporting documentation to advise and assist the city in award of a construction contract.
 - f. Prepare contract documents (Notice of Award, Construction Contract, Notice to Proceed) for execution by Contractor and the city; provide cursory reviews of all insurance and bond submittals and present to city’s legal and insurance counsel for approval; then advise the city to proceed with the execution of all documents.
 - g. Provide copies of all executed contract documents to the city and Contractor.

Meetings:

- Bid Opening
- Bid Award Meeting

Deliverables:

- Letter of Recommendation of Award
- Executed Contract Documents to city and Contractor

Task 6: Construction Administration

- 6.1 Provide general construction administration services during construction.
- a. Attend a pre-construction meeting at the site (1 assumed).
 - b. Attend monthly construction progress meetings (estimated at 8-month duration, total of 8 assumed). Prepare meeting minutes and distribute to city and Contractor.
 - c. Respond to contractor’s requests for clarifications and interpretations.
 - d. Manage construction change process including issuance of response letters, field orders, work change directives, or change orders.

- e. Review shop drawing submittals. (20 assumed)
 - f. Review and make recommendations to city in regard to accepting or rejecting work as it relates to compliance with the design criteria and testing reports.
 - g. Track installed quantities for final quantity concurrence.
 - h. Review and approve pay applications to be submitted to city for payment.
 - i. Schedule and attend a final walkthrough of the project (1 assumed) and prepare a final punchlist.
 - j. Prepare a set of as-built drawings.
 - k. Assist in the close-out of project permits.
 - l. Prepare and issue Substantial and Final Completion documentation.
- 6.2 Provide reference points and survey staking of proposed improvements to be relied upon by the Contractor. Staking shall be provided for the following major items. This scope assumes five (5) trips for establishment of reference points and staking.
- a. Limits of Construction
 - b. Alignment and Grade of Forcemain
 - c. Lift Station Pad Grade and Location
 - d. Sidewalk Grade
 - e. Bollard Locations

Meetings:

- Pre-Construction Meeting
- Monthly Construction Progress Meetings (8 assumed)
- Final Walkthrough

Deliverables:

- Pre-Construction and Progress Meeting Minutes
- Approved Shop Drawings
- Change Process Documentation
- Approved Pay Applications
- Final Punch List
- Substantial and Final Completion Documentation

Task 7: Resident Project Representation (RPR)

- 7.1 Provide part-time resident project representation onsite for the project.
- a. Provide general oversight and observation of the construction work on a part-time basis. (estimated at an average of 12-hours per week over 32 weeks for a total of 384 hours)
 - b. Prepare weekly progress reports including quantities and trip observation notes that occur during each week of construction.
 - c. Assist with verification of pay applications and final quantity concurrence.
 - d. Review delivered materials for conformance with the plans and specifications.
 - e. Consult with the Contractor and signing engineer on issues that may arise in the field.

Deliverables:

- Weekly progress reports

Items not included with this scope that can be provided as additional services through written request by Engineer and approval of Owner:

1. Additional staking trips.
2. Materials testing services including concrete and soil testing (to be provided by contractor).
3. Stormwater Pollution Prevention Plan (SWPPP) Inspections (no permit necessary).
4. Soil sampling or field investigation of hazardous materials.
5. Tasks not specifically outlined within this scope of services.

Project Time Frame:

A preliminary schedule is included below:

1. Bidding and Negotiation – October 2024 to November 2024
2. Construction: March 2025 to October 2025

EXHIBIT B to Amendment 1 - BREAKDOWN OF COSTS

Project: Bellevue Cedar Bluffs Lift Station - Amendment No. 1
Date: 10.08.2024

						Subtotal Hours	Subtotal Fee	Terms	
	L. Billesbach, PE Sr. Civil Engineer \$220	K. Wilmes, PE Sr. Civil Engineer \$220	A. Larkin, EI Engineer in Training \$160	K. Geiger Admin Assistant \$100	PSC Surveyor Sub				
Task 5: Bidding and Negotiation Phase									
5.1 Bidding and Negotiation Assistance	20		30			50	\$7,400.00		
						TASK 5 SUBTOTAL	50	\$7,400.00	lump sum
Task 6: Construction Administration									
6.1 General Construction Administration	200	20	8	20		248	\$51,680.00		
6.2 Reference Points and Staking			10		\$ 12,500.00		\$14,100.00		
						TASK 6 SUBTOTAL	248	\$65,780.00	hourly not to exceed
Task 7: Resident Project Representative									
7.1 Part-time Resident Project Representation			384			384	\$61,440.00		
						TASK 7 SUBTOTAL	384	\$61,440.00	hourly not to exceed
TOTALS						682	\$134,620.00		

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 5, 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:

BPW 250109 - FI 25(4) & (5) BFD Outbuilding & Parking Lot Improvements

SYNOPSIS/BACKGROUND:

GP Architecture, LLC to provide professional services for the BFD Training Facility Outbuilding and west Parking Lot Improvements. The scope of services are for professional architecture and engineering for design, bidding, and construction phases. The professional services include: architecture and structural, geotechnical, mechanical & electrical, and civil engineering for a proposed outbuilding and west parking improvements at the BFD Training Facility.

FISCAL IMPACT: \$67,100 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: GP Architecture, LLC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: BFD Training Facility Outbuilding and west Parking Lot Improvement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: FI 25 (4) & (5) CIP PROJECT NAME: Training site add. building and Parking Lot concrete replacement

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and GP Architecture, LLC in the amount of \$67,100.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

James P. Hillon
[Signature]
[Signature]

October 23, 2024 (Revised)

Mr. John Krager, PE
City of Bellevue
Public Works Department
1510 Wall Street
Bellevue, NE 68005

Re: Bellevue Fire Department
New Training Center Storage Building
3100 S.P. Benson Drive
Bellevue, NE 68147

Dear Mr. Krager:

We are pleased to have the opportunity to present a proposal to you for professional services for the proposed construction of a storage/utility building located at the existing Bellevue Fire Training Facility in Bellevue. The proposed storage/utility building would be approximately 50' by 100' in size and is anticipated to be constructed with a pre-engineered metal building structure as the main building system. This building is for general storage and for housing of vehicles and trailers. Two toilets will be included in the building to accommodate the part-time occupants of the building. Minor heating will be provided in the open bays to keep the bay and toilet areas from freezing (no air conditioning required). It is anticipated that the bays would be approximately 20' in width that would accommodate (5) 16' x 14' overhead doors that would access the main drive that runs through the training facility site. It is anticipated that the exterior of the building would consist of insulated metal wall panels and a metal standing seam roof system.

A second component of this proposed project involves the replacement of an existing concrete parking lot area located immediately west of the existing Bellevue Fire Department Training/Office Building with a new concrete parking area.

Based on our initial discussions of the proposed facilities, we have prepared a design/professional service fee estimate which is described in this proposal. The respective fee proposal includes the following anticipated scope of work that would be included in the project:

Architectural Work:

- Completion of a pre-design meeting with City representatives to review scope of work to be included in the project.
- Design of the storage/utility facility and completion of floor plans, ceiling plans, elevations and other miscellaneous details that would be associated with the project.
- Coordination of implementation of building access control with City representatives.
- Coordination of design and bidding documents with other design professionals involved in the project.
- Provide Opinion of Probable Costs at 60-75% completion of design.
- Coordination of plan distribution, receipt of bids and contract preparation for the planned construction work.
- Coordination with the City staff and with selected contractor/subcontractors through construction period.
- Response to questions from Contractor and associated subcontractors through the course of the project

- Review of architectural related shop drawings
- Processing of Requests for Payment as submitted by the selected Contractor.
- Coordination of project closeout with the Owner and Contractor.
- Periodic site visits to the site to review progress of the construction per State licensing requirements.
- Periodic coordination meetings with the City staff and the selected Contractor.

Structural:

- Design of the footings for the planned building. It is typical of pre-engineered building structures to have the primary steel framing members for the building designed by the pre-engineered metal building manufacturer as part of their building package. We would likely reach out to a couple of potential pre-engineered metal building manufacturers who would be bidding on this project to have them provide preliminary design loads for the foundation system for the structural engineer to design around for bidding purposes. There will be some final coordination that will be required between the selected contractor, the selected pre-engineered metal building manufacturer and the structural engineer after the receipt of bids to accommodate the final manufacturer's pre-engineered building details.
- Review of structural related shop drawings for the project involving the footing/foundation design as designed by the Structural Engineer.
- Respond to structural questions from Contractor and associated subcontractors during the bidding and construction periods of the project.

Geotechnical Engineering/Special Inspections

- With the location of the facility and the types of soils in the area, we are anticipating the need to perform soil exploration and testing at the proposed building site. This fee proposal includes a line-item cost for the completion of soil borings for the site to determine existing soil conditions.
- Special Inspections will be required on this project by local officials as required by the International Building Code. Special inspection work would generally be limited to review of excavations for footings, as well as placement of any reinforcing steel. The Contractor shall be responsible for coordinating the services of the special inspector for that required inspection work. We would assist you in the selection of a special inspector for the project. The Code also recommends that these inspection services be paid for independently by the Owner to avoid conflict of interests. Since the frequency of potential inspections are not known at this time, any special inspection costs are not included in this proposal and will be billed as an additional service based on the actual work completed by the third-party inspectors.

Mechanical/Electrical Design

- Mechanical Design: New mechanical work will include the provision of heating/ventilation of the main storage building bays, and for the associated toilet areas within the building. No air conditioning will be provided for the main storage bays.
- Plumbing: Plumbing design will include the provisions for two individual toilet rooms for the building. The building plumbing lines will be tied into a new sewer line that will be picked up by the civil engineer to take to existing sewer lines. Plumbing will also include possible interior floor drainage in the new open bays that would drain through an oil separator unit.
- Electrical: Electrical design will include all interior electrical work within the building including lighting, convenience power, and connections of any equipment provided for the building.
- Exterior Lighting: Design work will include exterior security lighting around the building. There is existing site lighting in adjacent parking areas which will not be modified for this project.

Civil:

- Survey: A topographic survey will be completed at the general area where the new storage/utility building will be situated. The survey work will also include location of existing property lines, adjacent site utilities and other significant features found in the projected area of work.
- Geotechnical Exploration: With the location of the building and anticipated soil conditions, it is proposed that geotechnical exploration work will be required on this project to determine final soil conditions and building soil bearing capacities. Also, with the anticipated building location, it is anticipated that some controlled fill will need to be placed to bring the building pad elevation up to the required elevations. The geotechnical testing reports will provide direction on the proper site preparation that will be required for the building.
- Grading/Erosion Control Plan: Plans will be completed for any required grading and minor erosion control work on the proposed building area for placement of the building and any improvements. The civil engineer is anticipating that the proposed work will not disturb more than one acre, and therefore is not anticipating the preparation of any Storm Water Pollution Prevention Plan (SWPPP), a SWPPP narrative or a NPDES Permit.
- Site Layout Plan: Preparation of design/construction documents that would include any site improvements such as sidewalks, paving and other pertinent project details required for the new storage building. The civil plans will also include the removal and replacement of the existing concrete parking lot area located immediately west of the main Bellevue Fire Training/Office area.
- Site Utility Plan: Preparation of construction documents for incorporating public utilities into the site to tie into the new building structure. The building will tie into existing utilities that currently serve the site. The general locations of the existing utilities will be located by the site survey that will be completed. Actual field verification of the exact location of those existing utilities will need to be completed by the selected contractor.
- Post Construction Storm Water Management Plan (PCSMP): Since this new building project will disturb over 5,000 square feet of ground area, we will be required to complete a PCSMP storm water management review, plan and certifications for the project site. The fees associated with these components are listed as line-item costs in this proposal.
- Review of civil related shop drawings and responses to civil related RFI's are included in the proposed civil fees.

Exclusions: The following items are excluded from this scope of the project:

- Rendered presentation drawings.
- Owner initiated Change Orders review and cost checking
- Re-design to accommodate Owner or Contractor initiated change orders.
- Utility fees (gas, water, sewer, etc...).
- Printing costs for final plans and specifications for distribution to jurisdictions and contractors.
- Building permit fees and code jurisdiction fees.
- Special Inspections or testing as required or as deemed necessary by local code jurisdictions.
- Site Visits by structural, mechanical, electrical and civil engineers. Site visits required by those specific professionals would be billed as additional services based on hourly basis.

All work included in this proposal will be completed by professionals registered in the State of Nebraska.

Based on these assumption and discussions, we are proposing anticipated fees to complete the work included in this project for fees as follows:

Architectural: Architectural Plan Preparation/Project Coordination:	\$ 21,500.00
Structural Engineering:	\$ 4,100.00
M/E/P Engineering:	\$ 10,300.00
Topographic Survey:	\$ 2,600.00

Geotechnical/Soils Testing	\$ 3,100.00
Civil Engineering:	\$ 17,500.00
PCSMP Design:	\$ 3,500.00
PCSMP Construction/Certification/As-Built:	<u>\$ 4,500.00</u>
 Total Overall Estimated Fee (Not to Exceed):	 \$ 67,100.00

Please review this information and feel free to contact me to discuss anything in this proposal or if you should need any clarification on the information included in the proposal. If this proposal is acceptable, we will prepare an AIA based contract from this proposal for use on the project. We thank you for the opportunity to present a proposal for professional services and we are looking forward to working with you on this project!

Sincerely,

GP ARCHITECTURE, LLC



Ralph E. Gladbach, AIA, CSI
Architect/Principal

Accepted:

By:

Title

Date: _____

ATTACHMENT "A"

Should additional work be required beyond the scope of work anticipated and spelled out in the basic proposal as noted, additional professional work will be performed on the standard hourly rates noted below, or negotiated to a fixed fee as agreed to by the respective parties.

Hourly Rates:

Architectural

Principal	\$160.00/hour
Project Architect	\$130.00/hour
Architect I	\$110.00/hour
Technician	\$100.00/hour
Administrative/Support	\$ 80.00/hour

Structural Engineering

Principal	\$180.00/hour
Senior Licensed Engineer	\$145.00/hour
Licensed Engineer II	\$130.00/hour
Licensed Engineer I	\$100.00/hour
Clerical	\$100.00/hour

Mechanical/Electrical/Plumbing (MEP) Engineering

Principal	\$190.00/hour
Sr./Professional Engineer/Associate	\$175.00/hour
Engineer/Sr. Designer/Sr. Construction Administrator	\$155.00/hour
Intern Engineer/Designer/Construction Administrator	\$135.00/hour
Senior Technician	\$115.00/hour
Engineering Technician	\$100.00/hour
Sr. Administrative/Sr. Support Staff/Accounting	\$155.00/hour
Administrative/Support Staff	\$ 80.00 /hour

PROPOSED SCHEDULE

John Krager

From: Ralph Gladbach <rgladbach@GPARCHNE.COM>
Sent: Monday, October 21, 2024 1:29 PM
To: John Krager
Subject: RE: [EXT] Bellevue Fire Storage Building

John,
Assuming that this proposal goes to Council for approval on November 5th, here is a quick anticipated schedule for moving forward:

- Approval November 5th
- Notice to engineers to proceed November 6th to move forward with preliminary work.
- Survey Work: Anticipated 4-week lead time to get survey field work and office drawings completed (based on engineer's input).
- Geotechnical Work: Anticipated 4-week lead time to get field work and final report completed (based on engineer's input).
- Building Design Work: Architectural, structural and MEP work can begin upon Notice to Proceed. Bulk of design work can be completed while awaiting final survey and geotechnical reports/drawings. Final building design work can be completed while civil design work is being completed.
- Civil: Anticipated civil engineering work will begin around December 9th after survey drawings are available. Possible completion of work in around 2 weeks (say December 23rd).
- Lag Time: With holidays in November and December and possible delays, it may be possible to have drawings/bid documents completed by January 1, 2025.
- Bidding: I would like to give contractors a minimum of 3-4 weeks to prepare bids for projects. Assuming January 1st availability, receipt of bids would be around February 1st.
- Award: In working with the Council Schedule and getting things on the Council agenda, I think the earliest we would be able to get it to council for approval would be February 18th.
- Fluff Time: Assuming something along the lines of plan prep/bidding may go haywire, we could assume that if February 18th doesn't work out, assume that we could meet the March 4th Council meeting for project award.
- Building Lead-times: Based on some recent history, there has been some significant lead times for ordering and delivering of pre-engineered metal structures. For a while there during Covid, there was a lead-time on delivery of upwards of a year on materials. But things have improved but not certain of what magnitude it has improved. I have reached out to a couple of contractors who build these types of structures to get a better grasp on availability, but even with a March start, the final building completion could possibly be seen in FY '26. I will let you know what I hear from these vendors on what they are seeing with building lead-times.

Let me know if you should have any questions. Thanks!

Ralph E. Gladbach, AIA, CSI
Architect
GP Architecture, LLC
1708 Childs Road East
Bellevue, NE 68005-4422

Phone: 402.934.7749
Cell: 402.980.6905
Email: rgladbach@cox.net

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
11/6/2024

COUNCIL MEETING DATE: Novemer 5, 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:

Closing of Project: BPW 240107 - BM 24(1) Replacement Windows Dist 3 FS #7040

SYNOPSIS/BACKGROUND:

On June 4, 2024 The Honorable Mayor and City Council approved the Replacement Windows Dist 3 Fire Station #7040 contract for Snider Construction Co. in an original estimated cost of \$128,800. The final cost of the project is \$128,800.

FISCAL IMPACT?: \$128,800 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Snider	INTERLOCAL AGREEMENT: N/A
CONTRACT DESCRIPTION: BPW 240107 - BM 24(1) Replacement Windows Dist 3 FS #7040		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: BPW 240107 - BM 24(1) Replacement Windows Dist 3 FS #7040		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: BM 24(1)	CIP PROJECT NAME: Replacement Windows Dist 3 FS #7040	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve Final Certificate for Payment 002 in the amount of \$12,880, project is substantially complete, and accept final project quantities.

ATTACHMENTS:

- Final Certificate for Payment 002
- Certificate of Substantial Compl
- Certificate of Acceptance
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Aimee [Signature]
[Signature]
Sean [Signature]



We Influence The World!

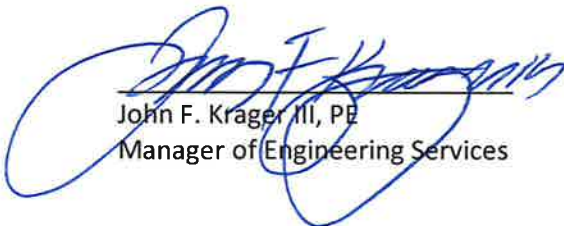
City of Bellevue
Public Works Administration
1510 Wall St • Bellevue, Nebraska • 68005 • 402-293-3025

Project Name: BM 24(1) Replacement Windows Dist 3 FS #7040
Project Location: 9400 S 36TH St
BPW Project No. 240107
Contractor: Snider Construction Co, Inc
Final Completion Date: 10/24/2024
Bid Amount: \$128,800
Total Completion Cost: \$128,800

CERTIFICATE OF ACCEPTANCE

To: Mayor Rusty Hike
Chairperson and Members of City Council
City of Bellevue

We hereby certify that to the best of our knowledge, information and belief, the construction of the project generally known as BM 24(1) Replacement Windows Dist 3 FS #7040 has been completed so that it may be used for the purpose for which it was intended. This certification is based on our professional judgment made during periodic observation of the progress of construction. We recommend that the work be officially approved and accepted.



John F. Krager III, PE
Manager of Engineering Services



Document G702 - 1992

Application and Certificate for Payment

BAW-240107
P 2024-74346

OK TO PAY

OCT 21 2024

[Signature] 10/24/24

TO OWNER: City of Bellevue
1510 Wall St
Bellevue, NE 68005

PROJECT: Firestation
9400 South 36th St
Bellevue, NE 68147

APPLICATION NO: 002

PERIOD TO: Window Replacement
CONTRACT FOR: Window Replacement
CONTRACT DATE: June 07, 2024
PROJECT NOS: / /

Distribution to:
OWNER:
ARCHITECT:
CONTRACTOR:
FIELD:
OTHER:

FROM
CONTRACTOR: Snider Construction Co Inc
353 Riverside Dr
Waterloo, NE 68069

VIA
ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703[®], Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$128,800.00
2. NET CHANGE BY CHANGE ORDERS \$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$128,800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$128,800.00
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$0.00
 - b. 0 % of Stored Material (Column F on G703) \$0.00

6. TOTAL EARNED LESS RETAINAGE \$0.00
(Line 4 Less Line 5 Total) \$128,800.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$115,920.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$12,880.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *[Signature]*
By: *[Signature]*
State of: NEBRASKA
County of: DOUGLAS

Date: 9-30-24

Subscribed and sworn to before me this 30TH day of SEPTEMBER, 2024
Notary Public: Madeline Freitag
My Commission expires: MARCH 22, 2026



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$12,880.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*
By: *[Signature]*
Date: 9/30/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Fire District #3 Window Replacement Project 9400 South 36 th Street Bellevue, NE 68123	CONTRACT INFORMATION: Contract For: General Construction Date: June 4, 2024	CERTIFICATE INFORMATION: Certificate Number: 001 Date: September 30, 2024
OWNER: <i>(name and address)</i> City of Bellevue, Nebraska 1510 Wall Street Bellevue, NE 68005	ARCHITECT: <i>(name and address)</i> GP Architecture, LLC 1708 Childs Road East Bellevue, NE 680005	CONTRACTOR: <i>(name and address)</i> Snider Construction Co, Inc. 353 Riverside Drive Waterloo, NE 68069

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Completion of the installation of new window units around the perimeter of the existing District #3 Fire Station

GP Architecture, LLC ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	Ralph Gladbach, Architect PRINTED NAME AND TITLE	September 30, 2024 DATE OF SUBSTANTIAL COMPLETION
---	---	---	---

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

None

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

See attached punch list

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within fifteen (15) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

Owner will be responsible for insurance and maintenance in the building with the building being turned over for use by the Owner.

Contractor shall be responsible for warranty items/issues that may arise during the specified warranty period.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Snider Construction Co., Inc. CONTRACTOR <i>(Firm Name)</i>	 SIGNATURE	Earl Snider President PRINTED NAME AND TITLE	9-30-24 DATE
City of Bellevue, NE OWNER <i>(Firm Name)</i>	 SIGNATURE	JOHN P. HAGER III MGR. CIVIL SERV. PRINTED NAME AND TITLE	10/24/24 DATE

AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Fire District #3 Window Replacement 9400 South 36 th St Bellevue, NE 68147	ARCHITECT'S PROJECT NUMBER: GP Architecture, LLC	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Bellevue 1510 Wall Street Bellevue, NE 68005	CONTRACT FOR: Fire District #3 Window Replacement CONTRACT DATED: June 4 th 2024	

STATE OF:
COUNTY OF:


The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment Yes No

CONTRACTOR: *(Name and address)*
Snider Construction Co. INC.
353 Riverside Dr
Waterloo, NE 68069

BY: 
(Signature of authorized representative)
Earl Snider President
(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:
SEPTEMBER, 27TH 2024
Notary Public: *Madehne Freitag*
My Commission Expires: **MARCH 22, 2026**



AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Fire District #3 Window Replacement 9400 South 36 th St Bellevue, NE 68147	ARCHITECT'S PROJECT NUMBER: GP Architecture, LLC CONTRACT FOR: Fire District #3 Window Replacement CONTRACT DATED: June 4 th 2024	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> SURETY: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Bellevue 1510 Wall Street Bellevue, NE 68005		

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Snider Construction Co. INC.
353 Riverside Dr
Waterloo, NE 68069

BY:



(Signature of authorized representative)

Earl Snider President

(Printed name and title)

Subscribed and sworn to before me on this date: **SEPTEMBER, 27TH 2024**

Notary Public: **Madelaine Freitag**
My Commission Expires: **MARCH 22, 2026**



CONDITIONAL FINAL WAIVER AND RELEASE OF LIENS

Re: City of Bellevue Firestation #3 9400 South 36th St Bellevue, NE 68147 (the "Property").

On receipt by the undersigned of a check from City of Bellevue (Maker and Payor of Check) in the sum of \$ 128,800 made payable to Snider Construction (Payee of Check), and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's or materialmen's lien, any state or federal statutory bond right, any private bond right, and any lien or bond claim or lien or bond rights for payment under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the Property or against (Project Owner) City of Bellevue as the owner of the job.

This release covers the final payment to the undersigned for all labor, services, equipment or materials furnished to the job on the Property or to any contractor performing work on the Property. This waiver and release applies as to lien and bond rights and claims only on the project on the Property, and waives contract and any other remaining common law rights only as to the owner of the Property, general contractor or surety for the project. By executing this Conditional Final Waiver Affidavit and Release of Liens, the undersigned waives and releases any and all liens, claims or rights of lien granted to the undersigned under the common or statutory mechanic's or materialmen's lien laws of the State of Nebraska or any other state. Before any recipient of this document relies on it, the person should verify evidence of payment to the undersigned.

The undersigned warrants that the undersigned either has already paid or will use the monies received from this final payment to promptly pay, in full, all of the undersigned's laborers, subcontractors, materialmen and suppliers for all work, materials, equipment, services or taxes related thereto provided for or to the project on the Property up to the date of this waiver, and the undersigned shall hold Snider Construction and (Project Owner) City of Bellevue harmless and indemnify it on account of any claims made by any taxing authority, subcontractor, laborer or supplier of materials intended for use in said construction or improvement on the Property. The undersigned further avers and states that all debts owed to any third party by the undersigned and relating to the goods or services covered by the waiver of lien rights have been paid or will be timely paid.

It is hereby acknowledged by the undersigned, that no sums remain due and owing from Snider Construction and (Project Owner) City of Bellevue to the undersigned.

WITNESS the due executive hereof this 27th day of September, 2024



CONTRACTOR: Earl Snider

By: Earl Snider

Title: President

STATE OF NEBRASKA
COUNTY OF DOUGLAS

Sworn to and subscribed before me this 27th Day of SEPT, 2024

My Commission expires:
MARCH 22, 2026

Madeline Freitag
Notary Public.

1/2

AIA® Document G707™ – 1994

Consent of Surety to Final Payment

Bond No. 7469761

PROJECT: *(Name and address)*

Fire District #3 Window Replacement Project

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: **General Construction**

OWNER

ARCHITECT

CONTRACTOR

TO OWNER: *(Name and address)*

**City of Bellevue
1510 Wall St
Bellevue, NE 68005**

CONTRACT DATED: 6/4/2024

SURETY

OTHER

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

**Old Republic Surety Company
P O Box 1635
Milwaukee, WI 53201-1635**

, SURETY,

on bond of

(Insert name and address of Contractor)

**Snider Construction Company, Inc.
353 Riverside Drive
Waterloo, NE 68069**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety of any of its obligations to
(Insert name and address of Owner)

**City of Bellevue
1510 Wall St
Bellevue, NE 68005**

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **September 19, 2024**
(Insert in writing the month followed by the numeric date and year.)

Old Republic Surety Company

(Surety)



(Signature of authorized representative)

Attest:
(Seal):



Thomas L. King

Attorney-in-Fact

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G707™ – 1994. Copyright © 1970 and 1994 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

2/2



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **JAMES M. KING, JACOB J. BUSS, THOMAS L. KING, SETH WEEDIN** of LINCOLN, NE

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9TH day of May, 2024

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9TH day of May, 2024, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-2864

Signed and sealed at the City of Brookfield, WI this 19th day of September, 2024

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

GENE LILLY SURETY BONDS, INC.

TRANSMITTAL

GP Architecture, LLC
1708 Childs Road East
Bellevue, NE 68005
Tel: (402) 934-7749
Email: gp-arch@cox.net

DATE: **October 24, 2024**

TO: **MR. JOHN KRAGER**
CITY OF BELLEVUE PUBLIC WORKS DEPT.
1500 WALL STREET
BELLEVUE, NE 68005

FROM: **RALPH GLADBACH**

RE: **BELLEVUE FIRE DISTRICT #3**
WINDOW REPLACEMENT PROJECT

John,

Please find attached for your review and processing a copy of the following:

- Pay Request #2 as received from Snider Construction in the total amount of \$12,880.00 for the work completed to date for the new Washington Park Restroom and Shelter project. Please note that this pay request is for the release of Retainage upon completion of the project.
- AIA Document G704 – Certificate of Substantial Completion. This certificate is verification that the project is complete for the City of Bellevue to utilize the building. There was a punch list completed for the project and it appears that those items that were on the punch list have been completed.
- AIA Document G706 – Contractor’s Affidavit of Payment of Debts and Claims: This document is certification by the Contractor that all payments are being made to date to all subcontractors and suppliers.
- AIA Document G706A – Contractor’s Affidavit of Release of Leins: This document is certification by the Contractor that there are no liens filed on the property for the completed work.
- AIA Document G707 – Consent of Surety to Final Payment: This document is approval by the Contractor’s bonding company/agent to release final payment to the Contractor to complete bonding requirements with the Bonding Company.

With these documents, the project is considered complete and ready for occupancy by the City of Bellevue.

Please review this information and feel free to contact me if you should have any questions.

Sincerely,



Ralph E. Gladbach, AIA, CSI
Architect

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

16h.
11/6/2024

COUNCIL MEETING DATE: November 6, 2024		SUBMITTED BY: HR	
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:

Renewal of the City Employee Medical, Dental, Vision, Legal, Group Life, Group Voluntary Life and Long-Term Disability Insurance for calendar year 2025.

SYNOPSIS/BACKGROUND:

The City provides subsidized healthcare insurance to qualified employees and retirees. The medical insurance subsidies for current employees are 92.5% for individual coverage and 82.0% for other coverage. There were no medical plan changes for covered employees and the provider remains BlueCross BlueShield NE. As such, the medical plan premiums did increase 4.16%. Although the employee deductible for Single and Family stayed at \$250 and \$500, respectively, and the employee out-of-pocket for Single and Family remained at \$1,000 and \$2,000, respectively, the city did need to increase its excess coverage deductibles and out-of-pocket maximums to achieve that minimal premium increase in the current environment. The city's deductible for Single and Family increased \$1,000 and \$2,000 to \$6,000 and \$12,000, respectively, and the city's out-of-pocket for Single and Family increased \$2,000 and \$4,000 to \$7,000 and \$14,000, respectively. The Health Care Insurance Committee, made up of members of City Administration and the Bargaining Units, concurred with the proposed plan. The dental, vision and group long-term disability coverages received discounts to 2024 premiums. Other coverage premiums did not change.

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 renewal of employee insurance plans and premiums for 2025.

ATTACHMENTS:

- | | | |
|--|---|-------------------------|
| 1. <input type="text" value="Summary of Changes"/> | 2. <input type="text" value="Proposal of Insurance"/> | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Shirley Bonpillon
[Signature]
[Signature]

HEALTH INSURANCE PROPOSAL FOR 2025

INSURANCE SUMMARY

Coverages to employees to remain the same in 2025 as 2024 through the Blue Cross Plan and Partial Self-Funding administered by EBS; with an increase 4.16%

In-Network Deductibles & Out-of-Pocket Maximums for Employees remain the same. Out-of-Network has a slight increase.

In-network

Individual deductible- \$250.00

Family deductible-\$500.00

Individual Out-of- Pocket Max.- \$1,000

Family Out-of- Pocket Max.- \$2,000

Out-of-Network

Individual deductible from \$10,000 to \$12,000

Family deductible from \$12,000 to \$24,000

Individual Out-of-Pocket Max. from \$14,000 to \$16,000

Family Out-of-Pocket Max. from \$16,000 to \$32,000.

Proposal to switch all Ancillary Benefits from Reliance Standard and affiliates to Mutual of Omaha.

*Dental Insurance -Overall Premium Decrease of 6%

*Vision Insurance- Overall Premium Decrease of 25.02%

*City Paid Life Insurance -Premium Decrease by 27.39%

*Employee Voluntary Life Insurance –Premiums Matched

*City Paid Long Term Disability—Premium Decrease of 28.3%

Total Approximate Annual Reduction in Cost for City Paid Ancillary Benefits is \$40,000.

Please Note: The Medical Plan purchased from Blue Cross Blue Shield for 2025 will have slightly increased deductibles and out-of-pocket maximums. The City of Bellevue will continue to subsidize these to reduce employee costs and does so only for **In-Network Benefits.**

In-network

Individual deductible from 5,000 to 6,000

Family deductible from 10,000 to 12,000

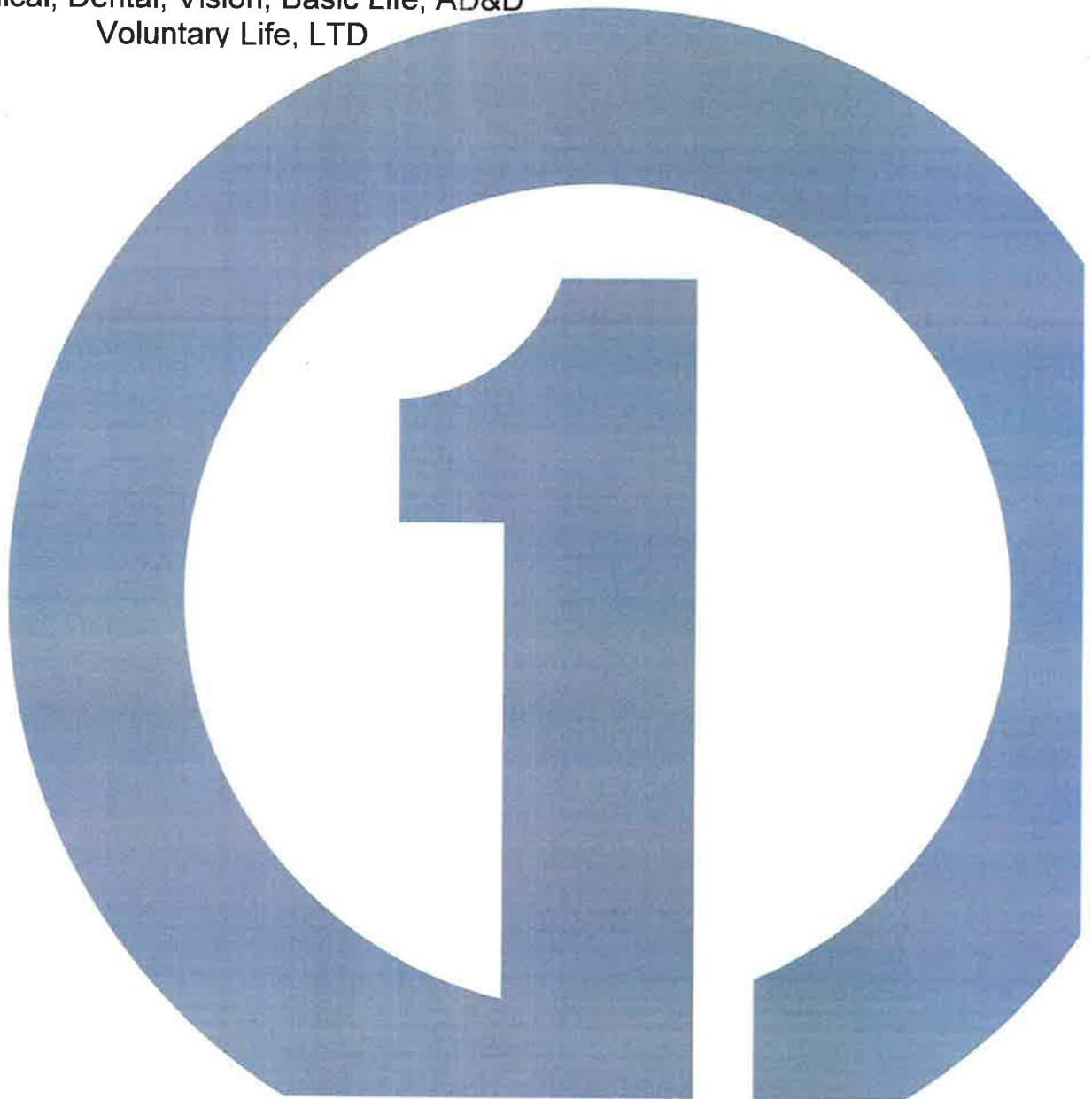
Individual Out-of- Pocket Max. from 7,000 to 8,000

Family Out-of- Pocket Max. from 14,000 to 16,000.

PROPOSAL OF INSURANCE

October 29, 2024

City of Bellevue
2025 FINAL Renewal
Medical, Dental, Vision, Basic Life, AD&D
Voluntary Life, LTD





DISCLOSURES

This proposal contains a brief description of coverages offered and is based upon underwriting information gathered from the client. It is not a legal contract. It neither modifies nor supersedes the insuring agreements, terms, conditions and exclusions of the policies referenced, which constitute the sole agreement between the insurer and the insured. Higher limits and/or optional coverages may be available. Specimen copies of all policies can be provided for review prior to the binding of coverage, upon request.

Our Privacy Policy is available on our website at <https://www.fnicgroup.com/privacy-policy>



PRODUCTS & SERVICES

EMPLOYEE BENEFITS

- Group Medical Plans
 - Private Exchange
 - Health Reimbursement Accounts
 - Health Savings Accounts
 - Fully Insured
 - Self-Funding
- Basic & Supplemental Life Insurance
- Voluntary Benefits
- Short & Long-Term Disability
- Plan Document & SPD Development
- Employee Communications & Education
- Web-Based HR Portal
- Consulting Services
- Retirement Plans
- Owner-Based Planning
- Executive Benefits

PERSONAL INSURANCE

- Homes & Condominiums
- Automobile & Recreation Vehicles
- Antique Automobiles
- Art, Furs, Collections, Jewelry
- Watercraft
- Umbrella & Personal Excess Liability
- Flood
- Earthquake

COMMERCIAL INSURANCE

- Property
- Auto
- Workers' Compensation
- General Liability
- Umbrella & Excess Liability
- Professional Liability
- Directors & Officers Liability
- Employment Practices Liability
- Cyber Liability
- Captive & Insurance Management
- Risk Management Consulting
- Risk Analysis & Risk Transfer Review
- Insurance Valuation Appraisals
- 24-Hour Claims Service
- Loss Control Services

SURETY BONDS

- Bid Bonds
- Performance Bonds
- Miscellaneous Bonds
- Financial Analysis
- Financial Presentation to Surety
- Contractor Prequalification Assistance
- Consulting Services
- Banker, Attorney & CPA Referral

This is a summary and not all-inclusive. Please contact us for more information.



YOUR TEAM



Jim Garbina
Sr. Vice President
402.861.7062
Jim.Garbina@fnicgroup.com



Mike Williams
Sr. Vice President
402.861.7098
Mike.Williams@fnicgroup.com



Kim Gidley
Account Executive
402.861.7026
Kim.Gidley@fnicgroup.com



Stephanie Brede
Sr. Account Manager
402.861.7188
Stephanie.Brede@fnicgroup.com

FNIC Headquarters
14010 FNB Parkway, Suite 300 | Omaha, NE 68154
P.O. Box 45279 | Omaha, NE 68145-0279



BROKER COMPENSATION DISCLOSURE FORM

The following constitutes FNIC's (the "Company") disclosure of direct and indirect compensation the Company will receive or reasonably expects to receive for the period of January 1, 2025 through December 31, 2025 in connection with the below referenced services it provides to you the client, City of Bellevue.

Broker Services

- **Specialized benefits expertise** we provide insurance brokerage services including education, insight and market strategies for employers including knowledge into each carrier and product surrounding the structure of their products, process and fit for business (i.e. fully insured, level funding, or self-insuring). We deliver knowledge and expertise around the insurance carrier networks PPO, HMO, and Narrow Networks including Accountable Care Organizations options for consideration to balance benefits with cost and access. We provide concepts to assist with premium costs (i.e. High Deductible plans, HSA and HRA programs) and renewal strategy.

In addition, during the Plan year, we may provide direct service assistance and/or support for the following areas.

- Selection of insurance carrier products
- Development of plan design and contribution strategy
- Benefit administration (Adds/Terms/Changes)
- Benefits enrollment (Open Enrollment/On-Boarding)
- Compliance services (Marketplace Model Notice, COBRA,
- HR Support Services (HR Portal)
- Employee assistance program
- Recordkeeping services (Claims, ID Cards, Billing)
- Third party administration services Plan design consultation
- Benefit and cost analyses
- Network disruption analysis
- Review and implementation of complete cost containment procedures where applicable
- Meetings with management and benefits personnel as requested and at agreed upon regular intervals
- Provide access to outside actuarial services as needed
- Provide access to ERISA attorney as needed
- Periodic review of market trends to ensure plan compliance
- Custom employee communications for education and open enrollment assistance
- Responses to your general inquiries
- Provide resources for ACA, COBRA, HIPAA, and FMLA questions
- Provide resources for provider questions or issues
- Ensure implementation of policy changes with carrier(s)
- Request renewal with follow-up
- Compile renewal book with plan changes
- Compile plan alternatives with renewals
- Update benefit comparisons



- Review renewal contracts for accuracy
- Act as a resource for difficult claim situations
- Coordinate enrollment of employees and dependents
- Ongoing compliance assistance with state and federal mandates
- Educate benefits personnel on new administrative procedures

First Insurance Group, LLC. dba FNIC does not provide the above-referenced services in the capacity of a plan fiduciary.

The Company reasonably expects to receive direct compensation for the placement of the below lines of coverage in the form of either a per employee per month (“PEPM”) fee or a commission paid by the carrier or vendor. We are paid a commission by the insurer that is part of, not added to, your premiums. The amount of commission earned is according to the standard commission schedule established by each insurer we work with in the amount indicated below:

Coverage Line	Carrier/Vendor	PEPM or Commission
Medical Plan	BC/BS of NE	Commission: 2%
Dental Plan	Mutual of Omaha	Commission: Percent of Premium= 10% of first \$5,000; 7.5% of next \$5,000
Vision Plan	Mutual of Omaha	Commission: Percent of Premium = 10% of first \$5,000; 7.5% of next \$5,000

Indirect Compensation

In addition to the above, our firm may also receive additional incentive compensation or bonuses for various reasons from an insurer. Incentive commission amount and type may vary but does not affect the price of your premiums.

Description of Indirect Compensation	Amount of Indirect Compensation	Services for Which Indirect Compensation Will be Received	Payer of Indirect Compensation
Production Bonus	N/A	Onboarding/renewing	N/A



Other Compensation

The Company may earn additional compensation from any of the above referenced insurers, vendors, or other third parties that cannot be calculated as of the time this disclosure is made to you, or prior to the date the Company's executed, extended, or renewed contract with you is effective. For example, the Company may receive additional compensation contingent upon certain conditions being met, including, but not limited to, profitability, growth, churn/retention, or the volume of services provided. Compensation may be in the form of additional commissions, trips, entertainment, or gifts (collectively, "compensation"). Furthermore, we may receive corporate sponsorships for webinars, training or other programming we provide for you and other clients, or for our own internal trainings. Whether we receive any of the above referenced compensation, or how much that compensation may be, cannot be discerned at this time.

Should you have any questions about any of the above information or require additional information, please don't hesitate to contact your producer, account manager or another member of the agency at 402-861-7000.






TABLE OF CONTENTS

Section 1	Medical
Section 2	Dental
Section 3	Vision
Section 4	Basic Life, AD&D
Section 5	Voluntary Life
Section 6	Long Term Disability

City of Bellevue
Group Health Benefits BASE PLAN
Effective January 1, 2025

Date Prepared: 10/25/2024

					
AM Best Carrier Rating:		A-		A-	
BENEFIT SUMMARY		In-Network	Out-of-Network	In-Network	Out-of-Network
		Network Blue		Network Blue	
Deductible					
Single		\$5,000	\$10,000	\$6,000	\$12,000
Family		\$10,000	\$20,000	\$12,000	\$24,000
Office Visit Copay					
Physician (PCP)		\$30 Copay	Deductible & Coinsurance	\$30 Copay	Deductible & Coinsurance
Specialist		\$45 Copay	Deductible & Coinsurance	\$45 Copay	Deductible & Coinsurance
Hospital Visit		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Co-Insurance		50%	50%	50%	50%
Out-of-Pocket (Includes Ded.)					
Single		\$7,000	\$14,000	\$8,000	\$16,000
Family		\$14,000	\$28,000	\$16,000	\$32,000
Maximum Benefit		Unlimited		Unlimited	
Prescription Drug		PDL 40		PDL 40	
Generic		\$10 Copay	50% Coinsurance	\$10 Copay	50% Coinsurance
Formulary		\$30 Copay	50% Coinsurance	\$30 Copay	50% Coinsurance
Non-Formulary		\$50 Copay	50% Coinsurance	\$50 Copay	50% Coinsurance
Specialty		\$100 Copay	Not Covered	\$100 Copay	Not Covered
Mail Order		90 Day Supply		90 Day Supply	
Routine Care					
Adult Physicals		100% Covered	Deductible & Coinsurance	100% Covered	Deductible & Coinsurance
Preventive Care		100% Covered	Deductible & Coinsurance	100% Covered	Deductible & Coinsurance
Short-Term Therapies		Visit Limitations May Apply		Visit Limitations May Apply	
Spinal Manipulation (Chiropractic)		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Physical, Speech, Occupational		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Cardiac/Pulmonary Rehabilitation		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Mental Health / Substance Abuse		Prior Authorization Required		Prior Authorization Required	
Outpatient Office Visit		100% Covered	Deductible & Coinsurance	100% Covered	Deductible & Coinsurance
Outpatient Other Services		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Inpatient		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Care		\$100 Copay	In-Network Benefit	\$100 Copay	In-Network Benefit
Urgent Care		\$50 Copay	Deductible & Coinsurance	\$50 Copay	Deductible & Coinsurance
Maternity		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Rate Guarantee		Effective 1/1/2025 - 12/31/2025		Effective 1/1/2025 - 12/31/2025	
RATE SUMMARY	Count	Current	Renewal	Alternate Option 1 w/ Mutual Discount 3+ lines FINAL	
Employee	105	\$757.58	\$823.32	\$783.53	
Employee/Spouse	54	\$1,553.05	\$1,687.80	\$1,606.24	
Employee/Child(ren)	36	\$1,325.77	\$1,440.80	\$1,371.18	
Family	114	\$2,196.99	\$2,387.62	\$2,272.24	
Monthly Premium		\$461,595.18	\$501,647.28	\$477,405.45	
Annual Premium		\$5,539,142.16	\$6,019,767.36	\$5,728,865.40	
Percentage Change from Current			8.68%	3.43%	




SMB

This is a partial summary of the major benefits and an estimate of premium based upon information currently available. Actual policy provisions and final premium may vary.

FINAL

City of Bellevue
Group Health Benefits BASE PLAN
Effective January 1, 2025

Date Prepared: 10/25/2024

					
AM Best Carrier Rating		A-		A-	
BENEFIT SUMMARY		In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible		Network Blue		Network Blue	
Single		\$250	\$10,000	\$250	\$10,000
Family		\$500	\$20,000	\$500	\$20,000
Office Visit Copay					
Physician (PCP)		\$30 Copay	Deductible & Coinsurance	\$30 Copay	Deductible & Coinsurance
Specialist		\$45 Copay	Deductible & Coinsurance	\$45 Copay	Deductible & Coinsurance
Hospital Visit		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Co-Insurance		50%	50%	50%	50%
Out-of-Pocket (Includes Ded.)					
Single		\$1,000	\$14,000	\$1,000	\$14,000
Family		\$2,000	\$28,000	\$2,000	\$28,000
Maximum Benefit		Unlimited		Unlimited	
Prescription Drug		PDL 40		PDL 40	
Generic		\$10 Copay	50% Coinsurance	\$10 Copay	50% Coinsurance
Formulary		\$30 Copay	50% Coinsurance	\$30 Copay	50% Coinsurance
Non-Formulary		\$50 Copay	50% Coinsurance	\$50 Copay	50% Coinsurance
Specialty		\$100 Copay	Not Covered	\$100 Copay	Not Covered
Mail Order		90 Day Supply		90 Day Supply	
Routine Care					
Adult Physicals		100% Covered	Deductible & Coinsurance	100% Covered	Deductible & Coinsurance
Preventive Care		100% Covered	Deductible & Coinsurance	100% Covered	Deductible & Coinsurance
Short-Term Therapies		Visit Limitations May Apply		Visit Limitations May Apply	
Spinal Manipulation (Chiropractic)		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Physical, Speech, Occupational		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Cardiac/Pulmonary Rehabilitation		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Mental Health / Substance Abuse		Prior Authorization Required		Prior Authorization Required	
Outpatient Office Visit		100% Covered	Deductible & Coinsurance	100% Covered	Deductible & Coinsurance
Outpatient Other Services		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Inpatient		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Emergency Care					
Urgent Care		\$100 Copay	In-Network Benefit	\$100 Copay	In-Network Benefit
		\$50 Copay	Deductible & Coinsurance	\$50 Copay	Deductible & Coinsurance
Maternity		Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance	Deductible & Coinsurance
Rate Guarantee		Effective 1/1/2025 - 12/31/2025		Effective 1/1/2025 - 12/31/2025	
RATE SUMMARY		2025 PSF Employee Plan		2025 PSF Employee Plan FINAL	
		Current	Renewal		
Employee	105	\$892.82	\$958.76	\$929.96	
Employee/Spouse	54	\$1,801.83	\$1,936.78	\$1,876.79	
Employee/Child(ren)	36	\$1,574.55	\$1,689.78	\$1,640.05	
Family	114	\$2,590.51	\$2,781.34	\$2,698.28	
Monthly Premium		\$543,046.86	\$583,160.76	\$565,638.18	
Annual Premium		\$6,516,562.32	\$6,997,929.12	\$6,787,658.16	
Percentage Change from Current			7.39%	4.16%	




SMB

This is a partial summary of the major benefits and an estimate of premium based upon information currently available. Actual policy provisions and final premium may vary.

FINAL





City of Bellevue
Group Dental Renewal
Effective January 1, 2025

Date Prepared: 10/25/2024

 fnic Trusted insurance advisors		
AM Best Carrier Rating	A++	A+
BENEFITS	Current Benefits	FINAL
Class A - PREVENTIVE & DIAGNOSTIC	Exams Cleanings Fluoride Bitewing X-Rays Full Mouth X-Rays Space Maintainers Sealants	Exams Cleanings Fluoride Bitewing X-Rays Full Mouth X-Rays Space Maintainers Sealants
Class B - BASIC	Periodontal Maintenance Emergency Palliative Treatment Periodontal Root Planing & Scaling Periodontal Surgery Amalgam & Composite Fillings Simple Extractions Root Canal Surgical Extractions	Periodontal Maintenance Emergency Palliative Treatment Periodontal Root Planing & Scaling Periodontal Surgery Amalgam & Composite Fillings Simple Extractions Endodontics Surgical Extractions
Class C - MAJOR & RESTORATIVE	Crowns Inlays & Outlays Dentures Bridges General Anesthesia Implants	Crowns Inlays & Outlays Dentures Bridges Tooth Whitening Implants
Class D - ORTHODONTIA	Diagnostics & Treatment	Diagnostics & Treatment
DEDUCTIBLE (Calendar Year)	In-Network Out-of-Network	In-Network Out-of-Network
Individual	\$25	\$50
Family	\$75	\$150
Waived for Preventive (Yes or No)	Yes	Yes
PERCENTAGE	In-Network Out-of-Network	In-Network Out-of-Network
Class A	100%	80%
Class B	80%	60%
Class C	60%	50%
Class D	50%	50%
MAXIMUMS	In-Network Out-of-Network	In-Network Out-of-Network
Classes A, B & C combined (annual)	\$1,500	\$1,000
Class D (lifetime maximum)	\$1,500	\$1,500
WAITING PERIODS	None	None
Major/Orthodontia:	None	None
Late Entrant:	Yes	Open Enrollment
USUAL & CUSTOMARY	In-Network Out-of-Network	In-Network Out-of-Network
		90th U & C
Participation Requirements		Greater of 5 lives or 99%
Rate Guarantee	Effective 1/1/2025 - 12/31/2025	Effective 1/1/2025 - 12/31/2026
RATE SUMMARY		
Employee	Count	Current Renewal FINAL
Family	158	\$30.24 \$31.24 \$28.42
	215	\$81.04 \$85.12 \$76.18
Total Monthly Premium	\$22,201.52	\$23,236.72
Total Annual Premium	\$266,418.24	\$278,840.64
Percentage Change from Current		-6.00%

City of Bellevue
Group Vision Renewal
Effective January 1, 2025



Date Prepared: 10/25/2024

 Trusted Insurance advisors		 RELIANCE STANDARD		 	
AM Best Carrier Rating		A++		A+	
Benefits		In-Network		Out-of-Network	
Deductible/Copay		\$25 Copay		N/A	
Eye Exam		\$10 Copay		\$25 Copay \$10 Copay	
Standard Plastic Lenses		Covered After Copay		Covered up to \$45	
Single		Covered After Copay		\$25 Copay	
Bifocal		Covered After Copay		\$25 Copay	
Trifocal		Covered After Copay		\$25 Copay	
Lenticular Lens		Covered After Copay		\$25 Copay	
Frames		\$130 Allowance		\$130 Allowance	
Contact Lenses		\$70 Allowance		\$130 Allowance	
Necessary		Covered in Full		Covered in Full	
Elective		\$130 Allowance		\$130 Allowance	
Fitting Evaluation		Covered in Full Not to Exceed \$60		Standard Fit & Follow Up Up to \$40 Premium Fit & Follow Up 10% of retail price	
Frequency		Applied to Allowance for Lenses		Not Applicable	
Examination		12		12	
Frame		24		24	
Lenses		12		12	
Rate Guarantee		Effective 1/1/2025 - 12/31/2025		Effective 1/1/2025 - 12/31/2027	
Participation requirement		Assumes 99% participation		Assumes 99% participation	
RATES		Current		Renewal	
Employee 91		\$7.15		\$6.55	
Employee + Spouse 50		\$14.32		\$13.12	
Employee + Child(ren) 20		\$12.12		\$11.12	
Family 65		\$19.98		\$18.32	
Monthly Premium		\$2,907.75		\$2,666.16	
Annual Premium		\$34,893.00		\$31,993.92	
Percentage Change from Current				-8.31%	
				-25.02%	

This is a partial summary of the major benefits and an estimate of premium based upon the information currently available.
Actual policy provisions and final premiums may vary.




City of Bellevue
Group Life, AD&D Renewal
Effective January 1, 2025

Date Prepared: 10/25/2024

 Trusted Insurance advisors		RELIANCE STANDARD				
AM Best Carrier Rating		A++		A+		
Eligibility/Classes		Current Benefits		Proposed		
Basic Life/AD&D Amount		Class 1 All Full Time EE's except Public Safety	Class 2 Public Service Police or Firefighters	Class 1 All Full Time EE's except Public Safety	Class 2 Public Service Police or Firefighters	
Definition of Earnings	1 X Pay Plus \$7,000 to \$100,000		\$52,000	1 X Pay Plus \$7,000 to \$100,000	\$52,000	
Maximum Benefit	W2		W2	W2	W2	
Guarantee Issue	\$100,000		\$52,000	\$100,000	\$52,000	
Participation	\$100,000		\$52,000	\$100,000	\$52,000	
Reduction Schedule	100%		100%	100%	100%	
	At Age: 70 Benefits Reduce By: 35% 75 55% 80 70%		At Age: 70 Benefits Reduce By: 35% 75 55% 80 70%	At Age: 70 Benefits Reduce To: 60% 75 45% 80 30%	At Age: 70 Benefits Reduce To: 65% 75 45% 80 30%	
Premium Waiver	Yes		Yes	Yes	Yes	
Accelerated Benefit	Yes		Yes	Yes	Yes	
Conversion	Included		Included	Included	Included	
AD&D Exclusions	physical or mental illness or infirmity, or the diagnosis or treatment of such illness or infirmity; infection, other than infection occurring in an external accidental wound; suicide or attempted suicide; intentionally self-inflicted injury; service in the armed forces of any country or international authority; any accident related to; travel in an aircraft as a pilot, crew member, flight student or acting in any capacity other than passenger / travel in aircraft for purpose of parachuting or otherwise exiting such aircraft while in flight / parachuting or otherwise exiting from an aircraft which such aircraft is in flight except for self preservation / travel in aircraft for experimental purposes; committing or attempting to commit a felony; Voluntary intake of use by any means of any drug, medication or sedative, unless it is; taken or prescribed by a Physician or an "over the counter" / alcohol in combination with any drug, medication, or sedative / poison, gas, or fumes; war, whether declared or undeclared, or act of war, insurrection, rebellion, riot; driving vehicle while intoxicated as defined by the laws of the jurisdiction in which the vehicle or other device was being operated		whether the insured person is sane or insane from: 1. an intentionally self-inflicted injury or sickness; or 2. suicide or attempted suicide; results from participation in a riot or in the commission of a felony; results from an act of declared or undeclared war or armed aggression; is incurred while the insured person is on active duty or training in the Armed forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable; is not a permanent, unless specifically provided; occurs more than 365 days after the injury, except that this 365th day limit will not apply if the insured person is comatose or being kept alive by an artificial support system at the end of the 365 days; does not result from an Accident			
Waive Actively At Work	Applies		Applies		Applies	
RATE GUARANTEE	Effective 1/1/2025 - 12/31/2025		Effective 1/1/2025 - 12/31/2026		Effective 1/1/2025 - 12/31/2026	
Rate Summary	Current	Renewal	FINAL			
Basic Life						
Volume	\$22,324,720	\$22,324,720			\$22,324,720	
Lives	369	369			369	
Life Rate per \$1,000	\$0.123	\$0.123			\$0.080	
AD&D Rate per \$1,000	\$0.034	\$0.034			\$0.034	
Combined Rate per \$1,000	\$0.157	\$0.157			\$0.114	
Monthly Premium	\$3,504.98	\$3,504.98			\$2,545.02	
Annual Premium	\$42,059.77	\$42,059.77			\$30,540.22	
Percentage Change from Current		0.00%			-27.35%	



City of Bellevue
Group Supplemental Life Renewal
Effective January 1, 2025

Date Prepared: 10/25/2024

 fnic Trusted Insurance advisors		
AM Best Carrier Rating	A++	A+
BENEFITS	Current Benefits	FINAL
Life Amounts		
Employee	\$K Salary	\$K Salary
Maximum	\$500,000	\$500,000
Minimum	\$5,000	\$10,000
Spouse		
Maximum	\$75,000	\$75,000
Minimum	\$5,000	\$5,000
Child		
Birth to 14 days	\$0	\$1,000
Age 14 days to 6 mos	\$1,000	\$1,000
6 months or older	\$10,000	\$10,000
Premium Waiver	Yes	Yes
Guaranteed Issue		
Employee	\$125,000	\$125,000
Spouse	\$30,000	\$30,000
Children	\$10,000	\$10,000
Conversion	Yes	Yes
Portability	Yes	Yes
Participation		Greater of 5 lives or 52% participation
Eligibility	Full Time Employees	Full Time Employees
Take over Open Enrollment		One time Open enrollment is available for a period of 90 days prior to the effective date, subject to the enrollment strategy requirements. During this time the employee/member may elect insurance for the first time or request increased insurance up to the Guarantee Issue amount for the employee/member and any dependents without proving health information.
Rate Guarantee	Effective 1/1/2025 - 12/31/2025	Effective 1/1/2025 - 12/31/2026
Life Rate per \$1,000	Current	Renewal
Age		FINAL
Less than 30	\$0.070	\$0.070
30-34	\$0.080	\$0.080
35-39	\$0.100	\$0.100
40-44	\$0.135	\$0.135
45-49	\$0.185	\$0.185
50-54	\$0.265	\$0.265
55-59	\$0.465	\$0.465
60-64	\$0.695	\$0.695
65-69	\$1.305	\$1.305
70-74	\$2.095	\$2.095
75-99	\$2.095	\$2.095
Child Rate per \$1,000	\$0.080	\$0.080
Supplemental Life	Current	Renewal
Employee	196	196
Dependent Life - Spouse	76	76
Dependent Life - Child	87	87
Monthly Premium	\$5,014.86	\$5,014.86
Annual Premium	\$60,178.32	\$60,178.32
Percentage Change from Current		0.00%

City of Bellevue
 Group Long Term Disability Renewal
 Effective January 1, 2025

Date Prepared: 10/25/2024

 fnic Trusted insurance advisors	RELIANCE STANDARD	 Mutual of Omaha	
AM Best Carrier Rating	A++	A+	
BENEFITS	Current Benefits	FINAL	
Definition of Disability	Own Occupation 24 Months	Own Occupation 24 Months	
Definition of Earnings	W2	W2	
Eligibility	Class 1 All Other Full Time EE's Class 2 All Full Time Police & Fire EE's	Class 1 All Other Full Time EE's Class 2 All Full Time Police & Fire EE's	
Partial/Residual Benefit	Yes	Yes	
Percentage	60%	60%	
Maximum	\$10,000	\$10,000	
Minimum	\$100	\$100	
Elimination	180 Days	180 Days	
Duration	Normal Retirement Age	RBD to SSNRA	
Social Security Offset	Family Social Security	Family Social Security	
Pension Offset	No	No	
Cost of Living Freeze	Yes	Yes	
Pre-existing Condition Limitation	3 \ 12	3 \ 12	
Mandatory Rehabilitation	Work Incentive	Work Incentive	
Exclusions	<i>War, whether declared or undeclared, or act of war, insurrection, rebellion, or terrorist act; Active participation in a riot; Intentionally Self-inflicted Injury; Attempted suicide; or Commission of or attempt to commit a felony</i>	<i>No benefits for willful self-injury while sane or insane; war or act of war; participation in an assault or felony; a new or continuing disability that begins after an employee's benefit payment period has ended, but the employee has not returned to active work; a work-related sickness or injury</i>	
Mental/Nervous	24 Months	24 Months	
Alcohol/Drug	24 Months	24 Months	
Self Reported Symptom Limitation	No Limitation	24 Months	
Survivor Benefit	Yes	Yes	
Premium Waiver	Yes	Yes	
Work Incentive	Yes	Yes	
Participation	100%	100%	
Contributions	Employer Paid	Employer Paid	
RATE GUARANTEE	Effective 1/1/2025 - 12/31/2025	Effective 1/1/2025 - 12/31/2026	
Rate Summary	Current	Renewal	FINAL
No. of Participants	369	369	369
Covered Monthly Earnings	\$2,378,305.00	\$2,378,305.00	\$2,378,305.00
Rate per \$100	\$0.265	\$0.265	\$0.190
Monthly Premium	\$6,302.51	\$6,302.51	\$4,518.78
Annual Premium	\$75,630.10	\$75,630.10	\$54,225.35
Percentage Change from Current		0.00%	-28.30%

This is a partial summary of the major benefits and an estimate of premium based upon the information currently available.
 Actual policy provisions and final premiums may vary.

SMB

FINAL

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/6/2024		SUBMITTED BY: Administration	
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:

Interlocal Agreement between the City of Bellevue and the Bellevue Bridge Commission on the future of the Bellevue Bridge.

SYNOPSIS/BACKGROUND:

The Bellevue Bridge Commission seeks approval of the attached Interlocal Agreement to allow the commission to such federal grants for the design and/or construction of a new bridge.

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:

Recommendation to approve and authorize the Mayor to sign the Interlocal Agreement with the Bellevue Bridge Commission pertaining to the replacement of the Bellevue Bridge.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





**INTERLOCAL COOPERATION AGREEMENT
BETWEEN**

BELLEVUE BRIDGE COMMISSION AND THE CITY OF BELLEVUE, NEBRASKA

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq., as of the dates affixed on the signature pages below, by and between the **BELLEVUE BRIDGE COMMISSION** ("the "Bridge Commission") and the **CITY OF BELLEVUE** (the "City"). Referred to collectively as the Parties.

WHEREAS the Bridge Commission was created on or about May 12, 1950, by the Bellevue City Council for the purposes of constructing the Bellevue Bridge across the Missouri River from the City of Bellevue to a point in Mills County, Iowa, to be known as the Bellevue Bridge.

WHEREAS the Bellevue Bridge was constructed, and the Bridge Commission was granted the authority and charged with the duties by the City to levy, collect, and distribute tolls and use toll revenues to pay for the management, maintenance and repair costs associated with the Bellevue Bridge.

WHEREAS the Bridge Commission was granted with authority to construct new bridges or to operate, maintain, repair, renew, reconstruct, replace, extend or enlarge existing bridges, or bridges thereafter constructed or purchased.

WHEREAS in the opinion of the Bridge Commission and the City, the Bellevue Bridge needs replacement and the Parties desire to rebuild the Bellevue Bridge instead of continuing to repair the current Bellevue Bridge due to its age, current constructive state, continued maintenance costs, etc. To rebuild the Bellevue Bridge, the parties need to seek federal, local, and state support and funding for the replacement of the Bellevue Bridge.

WHEREAS pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat., Section 13-801, et. seq., each of the parties governing bodies have concurred in the proposed rebuilding of the Bellevue Bridge over the Missouri River, with a point located in Bellevue, Nebraska and a point located in Mills County, Iowa and have committed to proceed with the steps necessary for the replacement of the Bellevue Bridge to include the development of preliminary design activities to secure appropriate project design plans and to agree to certain cost allocations associated with the design and construction of the same as set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS, pursuant to Neb. Rev. Stat. Section 13-801 et. seq., as follows:

1. **PROJECT DESCRIPTION.** The project is proposed to be the replacement of the Bellevue Bridge over the Missouri River with one point located in Bellevue, Nebraska and the other point located in Mills County, Iowa (the Project). The Bridge Commission shall be tasked with the actual authority to build the new Bridge; however, all oversight and approval will be done by the City.

2. **PROJECT SPONSOR.** The parties hereby designate the City as the project sponsor. As project sponsor, the City will be responsible for project scope development, completion and submittal of applications for review by applicable regulatory agencies, coordinate the project design review process, solicit and review bids for design engineering services for the design of the proposed replacement Bellevue Bridge and award contracts for the same, solicit and review bids for construction services for the proposed replacement Bellevue Bridge and award contracts for the same, to reasonably allocate among the parties hereto of their respective local share of project costs through the completion of the project, and for the collection of federal, local and state assistance.

3. **PROJECT COSTS.** The Parties acknowledge and agree that the Bridge Commission shall be responsible for completing and paying for any and all environmental and engineering studies that need to be completed for the Project. The City shall be responsible for procuring all other work and disbursing payments and said responsibility shall be contingent on the City's receipt of adequate federal, state and/or local financial assistance for the Project.

4. **FEDERAL, LOCAL, AND STATE PORTION.** The City shall be the responsible party for applications for federal, local, and/or state support and financial assistance for this Project as may become applicable and available. Any funding received from federal, local, or state sources shall be applied to the Project when received. The Parties are encouraged to seek local, state, and federal funding opportunities from respective beneficiary groups such as local tourism boards, economic development districts and other private interest organizations supportive of the project to help defray the project costs. The Bridge Commission is allowed, and encouraged, to seek said funding on behalf of the City and the Project.

5. **OPERATION AND MAINTENANCE AGREEMENT.** The parties agree that until said replacement Bellevue Bridge is constructed, the Bridge Commission shall continue to be responsible for the tolls, levies, repairs, and maintenance of the current Bellevue Bridge. The parties agree and understand that the replacement Bellevue Bridge shall be constructed and owned by the City of Bellevue. Upon completion of the Bridge Commission's responsibilities hereunder, the Bridge Commission shall take the appropriate steps to dissolve the Bellevue Bridge Commission and any and all applicable agreements, resolutions, and responsibilities of the same.

6. **TERM AND TERMINATION.** This Agreement shall have permanent duration, unless or until terminated by any of the parties as provided herein. Upon accomplishment of the aforesaid purposes of the project, or any time for convenience, including but not limited to the lack of adequate federal, state or local funding for the Project, this Agreement may be terminated by any of the Parties upon 90 days' notice to the other Parties.

7. **INDEMNIFICATIONS.** The Parties shall indemnify and hold harmless the other Parties, officers, elected officials, employees and assigns harmless from and against any and all claims, judgments, actions, loss, liability, damage or injury of any nature whatsoever, whether under the theory of tort, contract or otherwise, which may arise or result from, out of or in connection with any neglect or other act, error or omission of any Party (including any of their respective employees, agents contractors, subcontractors or representatives) in furtherance of this agreement or any other agreement contemplated by this agreement to be entered into by the Parties, including the failure to perform or properly perform as may be so required. Notwithstanding the preceding sentence, the Parties shall not be obligated to defend, indemnify or hold harmless an indemnified Party to the extent damages arise or result from any negligent or other act, error or omission of the indemnified Party.

8. **NO ASSIGNMENT.** Neither this agreement nor any obligations hereunder shall be assigned without the express written consent of the Parties which may be withheld in any Party's sole discretion.

9. **NON-WAIVER.** A waiver by any Party of any default, breach or failure of another shall not be construed as a continuing waiver of the same or of any subsequent or different default, breach or failure.

10. **GOVERNING LAW.** This agreement shall be governed exclusively by its provisions and by the laws of the State of Nebraska except to the extent such provisions may be superseded by applicable federal law or regulation, in which case the latter shall apply.

11. **ENTIRE AGREEMENT.** This Agreement and Exhibits and any documents referenced in this Agreement (which are intended to be and hereby are specifically made a part of this agreement whether or not so stated) express the entire understanding and all agreements of the Parties with respect to the project design, construction, and cost allocations described herein. Specifically, this Agreement supersedes any prior written or oral agreement or understanding between any of the Parties, whether individually or collectively concerning the subject matter hereof.

12. **AMENDMENTS.** This Agreement may be modified only by a written agreement, executed by all Parties hereto; provided that the Parties agree, without cost to any individual party, to conform this agreement and all performance obligations hereunder to the requirements of any applicable laws, rules, regulations, standards and specifications of any governmental agency with jurisdiction over any such matter, including any amendment or change thereto.

13. **RELATIONSHIP OF THE PARTIES.** This Agreement shall not be construed to be a joint venture or a lease among any of the Parties.

14. **SURVIVAL.** If any provision of this Agreement or the applications of this Agreement to any Party or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Agreement nor the application of this Agreement or such provision to any Party or circumstance or other instruments referred to in this Agreement 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 Agreement, 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.

15. **NON-DISCRIMINATION.** Under this Interlocal Cooperation Agreement, in performance of the requirements herein, no Party shall discriminate against any person(s) on account of national origin, disability, race, sex, age, or political affiliation in violation of applicable laws, rules and regulations of any government agency with jurisdiction over such matter.

16. **MISCELLANEOUS.** This Agreement shall not create any separate legal or administrative entity. It shall be administered jointly by the Parties, through one representative to be designated by and on behalf of each Party. Each Party shall separately finance and budget its own duties and functions under this Agreement. There shall be no jointly held property as a result of this Agreement. Upon termination, each Party shall retain ownership of the property it owns at the time of termination. This Agreement does not authorize the levying, collecting or accounting of any tax.

17. **NOTICES.** All payments, notices, statements, demands, requests, consents, approval, authorizations or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States certified mail, return receipt requested, postage prepaid and addressed to the applicable party at the notice address shown on the applicable signature page below.

Executed by the Bellevue Bridge Commission, of Sarpy County, Nebraska this 24 day of October, 20 24

BELLEVUE BRIDGE COMMISSION, OF SARPY COUNTY, NEBRASKA,

By: Shawn Hamraulund
Chairperson

ATTEST:

APPROVED AS TO FORM:

Susan Kluthe
Recording Secretary

[Signature]
Bellevue Bridge Commission Attorney

Executed by the Bellevue City Council, of Sarpy County, Nebraska this ____ day of _____, 20 ____

CITY OF BELLEVUE, OF SARPY COUNTY, NEBRASKA,

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

Bellevue City Clerk

Bellevue City Attorney

Oct 30, 2024

Administration:

- NC3 bi-weekly project meeting.
- Meeting with city realtor to discuss sites for PW and finalize agreement with tenants.
- Entertainment District meetings.
- Meeting with track and casino developers.
- United Cities Meeting.
- Meeting with Wastewater Agency Director.
- PHFADA board meeting for NC3 project.
- Meeting with EPA contractor to mitigate Carriage Cleaner site.
- Inland Port meeting.
- Meeting with Senator Sanders regarding legislative issues.
- Presenting city structure to Bellevue Chamber Leadership group.
- SCCWWA Administrator meeting.
- Bellevue Library grand opening.
- ENCAP opening ceremony.
- Attended Bellevue Chamber event.
- Met With Senator Fischer.
- Meeting with developer for Wilshire project.
- Board of Health meeting.
- Met with Woodard regarding employee issue.
- Meeting with developer for housing development.
- Meeting with Bellevue University to finalize plans for Haworth Park.

Permits:

- No reports available due to unprecedented workload
- Hours for the front counter have been changed to 10:00 a.m. – 4:30 p.m. Monday -Friday to give staff a couple of hours in the morning to catch up on paperwork
- City staff have been reallocated and trained to help with issuing permits to keep up with workload
- Three seasonal building inspectors have been hired
- Inspector from Sarpy County Building Department is also being utilized

Planning:

- Conducted a pre-app for a new commercial building at 22nd/Chandler
- Attended master planning sessions with Olsson for the entertainment district
- Attended a roundtable discussion with Congressman Flood on affordable housing in Sarpy County

CITY OF BELLEVUE
ADMINISTRATION REPORT

- Conducted Planning Commission public hearing on the Comprehensive Plan/Long-Range Transportation Plan

Police: See (Attached)

Library: (See Attached)

Fire: (See Attached)

Public Works: (See Attached)

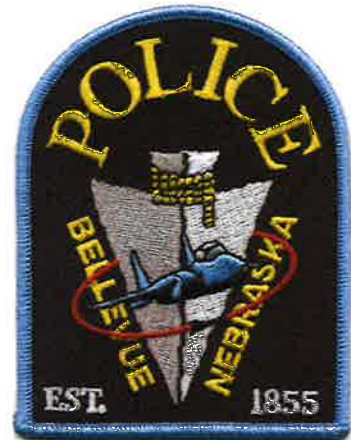
BELLEVUE POLICE DEPARTMENT **MEMORANDUM**

TO: Mr. Ristow

FROM: Ken Clary

SUBJECT: October Directors Report

DATE: October 30, 2024



- 10/01 – City Council
 - SDLEA Board Meeting
 - Library Ribbon Cutting
- 10/08 – Meeting with FBI SAC Kowel
- 10/15 – City Council (Jashinske)
- 10/22 – Meeting with Chief Schofield
 - Mayor’s Youth Council Meeting
- 10/24 – Mayor Forum
 - SDLEA Subcommittee Meeting
- 10/30 – Chief Whitted Meeting



We Influence The World!

City of Bellevue
Library

1003 Lincoln Road • Bellevue, Nebraska • 68005 • 402-293-3157

M e m o

To: Jim Ristow, City Administrator

From: Julie Dinville, Library Director

Date: 10/30/2024

- The Bellevue Public Library officially opened for business on Monday, Oct. 7, at its new location at 2206 Longo Drive under normal hours of operation. Nearly, 1,200 persons visited the library on the first day, with over 3,000 items checked in that day and nearly that many checked out, with a total of over 6,000 books handled by staff during the day.
- As part of relocating to the new building, the library has reorganized by combining the Children's and the Young Adult areas into a new Youth Services Department. Such changes will provide for better staff efficiencies, a more consistent and cohesive service to the public, and greater service and safety to library patrons in the new building space. Michelle Bullock, who has been Children's Librarian since 2016, has been hired as the new Head of Youth Services. Ms. Bullock has a Master's degree in library science from Missouri-Columbia and has worked at the Offutt Base library and Omaha Public Libraries before coming to Bellevue. In addition, Assistant Children's Librarian Brandi Kanawyer was made full-time and a part-time clerk was hired to help keep the Youth Services area staffed.
- The Bellevue Library Foundation was the recipient of a generous donation of \$1,500 by the Bellevue International Altrusa Foundation to support programs and services in the new library building. A presentation was made to library staff at the annual Altrusa luncheon on Oct. 19.
- The Bellevue Library Advisory Board held their regular monthly meeting on Wednesday, Oct. 16. Among agenda items the Board heard reviews of the 2024 Summer Library Programs for children and young adults. Brandi Kanawyer, Assistant Children's Librarian, told the Board that there were 853 registrations for the children's program (birth through grade 6) with 2,875 books read, 84 programs held and over 2,000 prize incentives awarded. Crystal Anderson, Young Adult Librarian, reported that there were 235 participants in that age group (Grades 7-12, including 2024 graduates) with 20 programs, 15 activity kits, and 200 participating in the 100 Books and More program. The Board also approved holiday closures for Fiscal Year 2024-2025 and heard a report from Board President Evonne Edington on the Nebraska Library Association fall conference in Kearney, NE, Oct. 9-11.
- The Friends of the Bellevue Public Library held their annual meeting on Oct. 14. After a short business meeting at which Deborah Ady was elected president, a program by Barry Anderson on "How Did Our Election Campaigns Get This Way?" was presented. The program was sponsored by Humanities Nebraska and the Friends of the Bellevue Public Library and was free to the public.
- A meeting of the Bellevue Library Foundation was held Oct. 10. Members reviewed the ribbon-cutting/sneak preview event and also a list of items purchased by the Foundation for the new library. Over \$142,000 has been given in funds to assist in the new library building project.



City of Bellevue Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 10/30/2024

A. General Items:

- QA/QI
- Paramedic course now in week 3
- Meeting with probationary paramedic, myself and Dr. Ernest later this week to discuss progress
- Continuing meetings and planning for drill at Offutt on 11-13
- Quarterly Sarpy County dispatch meeting next week
- Continue with fire prevention school and station tours.

B. Training:

- Multi company fire training with Papillion fire.
- Multi company technical rescue with Papillion fire.
- Company level training (ropes and ties)
- Offutt exercise and training November 13th
- Fire Apparatus Training completed.
- Helicopter safety review.

C. Inspections:

- BPS Underground fuel tanks
- Telecare Recovery
- Hyperbolic Properties
- Site plan meeting Luxe Automotive.
- Plan review Apartments and Daycare 2009 Franklin St.
- Remodel plan review 3906 Raynor Pkwy # 102
- Fire alarm plan review 910 Alberta Ave. Honda Cars of Bellevue.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

- Fire sprinkler plan review 10100 Cedar Island Rd. Calvary Church.
- Inspection of underground tank removal MUD 4001 LaPlatte Rd.
- Fire alarm plan review 12411 S. 25th St.

D. Calls: September 30th through October 29th

Fire – 129

Rescue - 432

E. Ambulance Billing

September 1-30, 2024

\$ 304,732.00 in claims sent to health insurance companies (346 insurance claims).

<\$137,129.40> approximate amount we will have to write off due to mandatory adjustments/write-offs

(45% of \$304,732.00)

=====

\$ 167,602.60 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$147,445.05 deposited into the bank Sept 1-30, 2024

11,216.49 additional revenue in Credit/Debit/HSA card payments

=====

\$158,661.54 TOTAL Sept 1-30, 2024 rescue fee revenue

\$318,993.58 This figure represents the total “patient responsibility” balance due for the past 30-180 days.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

F. Manpower Report Staffing

Staffing Report from 9/23/2024 through 9/29/2024

Monday	AM	E1, E41	3 Person	
Monday	PM	E21, E41	3 Person	
Tuesday	AM	E1	3 Person	
Tuesday	PM	E31	3 Person	
Wednesday	AM	E41	3 Person	
Wednesday	PM	E1, E21, E41	3 Person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E1	3 Person	
Friday	PM	E1, E41	3 Person	
Saturday	AM	E21, E41	3 Person	
Saturday	PM	E21, E41	3 Person	
Sunday	AM	E41	3 Person	
Sunday	PM	E41	3 Person	

Staffing Report from 9/30/2024 through 10/6/2024

Monday	AM	E1, E41	3 Person	
Monday	PM	Full		
Tuesday	AM	E21	3 Person	
Tuesday	PM	E21	3 Person	
Wednesday	AM	E1, E41	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1	3 Person	
Thursday	PM	Full		
Friday	AM	E1	3 Person	
Friday	PM	Full		
Saturday	AM	E1, E21, E41	3 Person	
Saturday	PM	E1, E21	3 Person	
Sunday	AM	T31	3 Person	
Sunday	PM	T31	3 Person	



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 10/7/2024 through 10/13/2024

Monday	AM	E1, E21	3 Person
Monday	PM	Full	
Tuesday	AM	E41	3 Person
Tuesday	PM	Full	
Wednesday	AM	E1, E41	3 Person
Wednesday	PM	Full	
Thursday	AM	E41	3 Person
Thursday	PM	E1, E21, T31, E41	3 Person
Friday	AM	Full	
Friday	PM	E1, E21, T31, E41	3 Person
Saturday	AM	E1, E21, E41	3 Person
Saturday	PM	E1, E21, E41	3 Person
Sunday	AM	E1, E21, T31, E41	3 Person
Sunday	PM	E1, E21, T31, E41	3 Person

Staffing Report from 10/14/2024 through 10/20/2024

Monday	AM	E1, E21	3 Person
Monday	PM	Full	
Tuesday	AM	E1, E41	3 Person
Tuesday	PM	E21, E41	3 Person
Wednesday	AM	E1, E21	3 Person
Wednesday	PM	Full	
Thursday	AM	E1, E21, E41	3 Person
Thursday	PM	E1	3 Person
Friday	AM	E1, E21	3 Person
Friday	PM	Full	
Saturday	AM	E1, E21, T31, E41	3 Person
Saturday	PM	E1, E21, T31, E41	3 Person
Sunday	AM	E1, E21, T31	3 Person
Sunday	PM	E1, E21, T31	3 Person





City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 10/21/2024 through 10/27/2024

Monday	AM	E21, T31, E41	3 Person	
Monday	PM	E21, T31	3 Person	
Tuesday	AM	E1, E21, T31, E41	3 Person	No EMS
Tuesday	PM	E21, E41	3 Person	
Wednesday	AM	E1, E21, E41	3 Person	
Wednesday	PM	T31, E41	3 Person	
Thursday	AM	E1, E41	3 Person	
Thursday	PM	E1, E41	3 Person	
Friday	AM	E1, E21, E41	3 Person	
Friday	PM	E1, E21, T31, E41	3 Person	
Saturday	AM	E1, E21, T31	3 Person	No Batt. 2
Saturday	PM	E21, T31	3 Person	
Sunday	AM	E21, T31	3 Person	No M41
Sunday	PM	E21	3 Person	No M41



City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

Only Public Works Director's Report October 31, 2024

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Public Works Administration:

- Finalized and scheduling projects in the Public Works 24/25 C.I.P.
- Reviewing documents and coordinating progress of Aquatic Park.
- Reviewing engineering proposal for temporary signal at Childs Road and Fort Crook Road.
- Finalizing the SCCWWA Draft Master Service Agreement with Technical Committee.

Engineering:

- Various project management projects
 - District III Fire Station, Window Replacement, Nearly Complete.
 - 2024 Asphalt Overlay Program, Complete
 - 2024 Concrete Rehab. Under Construction, Nearly Completed
 - 2024 CDBG Project, Construction Completed
 - Restroom Restoration
 - Washington Park, Under Construction, Nearing Completion
 - Stonecroft Park, Under Construction, Nearing Completion
 - Numerous other future projects drainage/traffic studies, etc.
 - Fairview and Ft Crook Road
 - Fort Crook Road signals
 - Drainageway Studies
 - Hwy 370 signal study
- Planning and P&I plan review as needed

Parks:

- Fall Recreation Programs underway, registration for Winter Programs ongoing.
- Mowing operations nearly complete
- Tree Maintenance and Trimming in misc. parks.





City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Placing Wood Chips in Parks as needed.
- 2024 Construction projects under construction, nearly completed with Punch Lists
- Inventorying and ordering Summer Recreation Equipment as needed.
- Winterization of pools completed, coordinated with Building Maintenance.

Street Maintenance:

- Fall Roadway Maintenance all areas of town, Crack Sealing, Sweeping, Potholes, etc.
- Reordering sand gravel and salt following winter operation
- ROW mowing ongoing
- Sign and signal repairs
- Concrete and Asphalt repair work mostly completed for the season.
- Preparation for winter.

Waste Water:

- Lift station inspections
- South Lift Station Work complete
- Consultant work
 - CIPP Design Process
 - Quail Creek Lift Station plan review
 - Bluff Street Lift Station plan review
 - Haworth Park Lift Station plan review
- Preventative maintenance on vehicles and preparing for winter mode.
- Working with SCCWWA to draft Master Services Agreement.

Fleet:

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance
- Annual Maintenance of Snow Equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Winterizing Restrooms in all Parks.





City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Typical maintenance all city facilities.
- Securing Bid Prices on Items in 24/25 C.I.P.

