

Bellevue City Council Meeting

Tuesday, April 7, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. Pursuant to the Governor's Executive Order No. 20-003 and due to concerns related to the Coronavirus and for the safety of the City Council, City Employees and the General Public, tonight's meeting (04/07/2020) of the Mayor and the Bellevue City Council will be closed to physical attendance by the public. The Mayor and Bellevue City Council will also be participating virtually from their home or office in order to limit the amount of people physically attending the meeting to less than 10 due to the current guidelines by the Governor and local Health Departments.

There are three ways the public can participate in the meeting.

1) Watch it live via Facebook Live on the City of Bellevue's Facebook Page which is located at www.facebook.com/bellevuene. Questions will also be able to be submitted in writing via this format in the comment's section!

2) Submit your question or concern via email to info.bellevue.net and it will be asked and submitted into the record (if related to an agenda item for public hearing).

3) Please call the Community Relations Department at 402-515-6259 anytime during the meeting to receive a phone number and access code to join the meeting via gotomeeting.com.

The meeting will not be televised live but will be played back on the City of Bellevue's YouTube Channel within a few days of the meeting. The City of Bellevue thanks you for your cooperation during these unprecedented times as we conduct this public meeting in the safest way possible for all those involved!

2. PLEDGE OF ALLEGIANCE / INVOCATION

3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers

5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:

a. Approval of the Agenda

b. Approval of the Consent Agenda (**Items marked with an (*) are approved where this item is, unless otherwise removed**)

1. * Acknowledge Receipt of January 14, 2020, February 11, 2020, and March 10, 2020 Tree Board Minutes

2. * Approval of March 17, 2020 City Council Minutes

3. * Acknowledge the Memorandum of Understanding (MOU) with the Civilian Employees Association of Bellevue (CEAB) and authorize execution (Human Resources Director)

4. * Acknowledge the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) and authorize execution (Human Resources Director)

6. * APPROVAL OF CLAIMS

7. SPECIAL PRESENTATIONS:

a. Proclamation declaring April 7, 2020 as "Arbor Day" (Councilman Preister)

8. ORGANIZATIONAL MATTERS:

a. * Consider and approve the following appointments to the Tree Board: Tom Mruz, Craig Kimball, Nancy Scott, and Don Preister (Council Member), for terms ending April, 2024 (Mayor Hike)

9. APPROVED CITIZEN COMMUNICATION: No Requests Have Been Received

10. LIQUOR LICENSES:

a. Recommend approval of Application for Linda Spaulding as the new manager at SIP LLC dba "Super Store" at 7613 S. 36th Street, Bellevue. (City Clerk)

11. ORDINANCES FOR ADOPTION (3rd reading): None

12. ORDINANCES FOR PUBLIC HEARING (2nd reading):

a. Ordinance No. 3990: Request to amend Section 5.26, City of Bellevue Zoning Ordinance, regarding indoor and outdoor recreational facilities as a permitted use in the FX zoning district. Applicant: City of Bellevue (Planning Manager)

b. Ordinance No. 3991: Request to amend Sections 5.24 and 8.03, City of Bellevue Zoning Ordinance, to allow for the parking of semi-trailers, tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length, as a conditional use permit in the BGH Zoning District. Applicant: City of Bellevue. (Planning Manager)

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 3993 (Annexation #1): Request to annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue

b. Ordinance No. 3994 (Annexation #2): Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue.

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Public hearing on the Community Development Block Grant Substantial Amendment to the 2019 - 2020 Action Plan (CDBG Specialist / Finance Director)

1. Resolution No. 2020-18: Adopting the Substantial Amendment to the 2019 - 2020 Annual Action Plan and authorizing the Mayor to submit the amendment to the U.S. Department Housing and Urban Development (CDBG Specialist / Finance Director)

15. RESOLUTIONS:

a. Resolution No. 2020-17: Awarding the Bellevue Major Street Resurfacing project identified as MAPA-5081(1) to Western Engineering Company, Inc. in the amount of \$1,482,633.64 plus 10% contingency (\$148,263.36) totaling \$1,630,897 and authorize the Mayor to sign (Public Works Director)

b. Resolution No. 2020-19: Approving a Sales Tax Revenue Sharing Program (Administration / Community Development Director)

16. CURRENT BUSINESS:

- a. * Approve and authorize Mayor to sign the Sales Tax Revenue Sharing Agreement with eTruck Transportation, LLC (Administration/Community Development Director)
- b. * Approve and authorize the Mayor to sign the low responsible responsive bid from Best Cut Lawn Care Inc. in the amount of \$43 per acre totaling \$30,702 annually for the Parks Mowing Project. (Public Works Director)
- c. * Approve and authorize the Mayor to sign the contract with the low responsive responsible bid from DIY Holding Company, LLC for the 2020 Concrete Projects, not to exceed \$272,900 plus 10% contingency (\$27,290) totaling \$300,190 (Public Works Director)
- d. * Approve and Authorize the Mayor to sign Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project. (Public Works Director)
- e. * Approve the purchase of (2) 2020 Ford Expedition staff vehicles, not to exceed \$39,350 each for a total of \$79,060 for vehicles plus an additional \$13,000 of fire department equipment for both vehicles, totaling \$92,060. (Fire Chief)
- f. * Approve purchase of a 2020 Ford XL F-350 Super Cab, in an amount not to exceed \$40,135 for the truck, \$9845 for skid mount pump and truck, and \$15,000 for emergency equipment and portable radios, totaling \$64,980. (Fire Chief)
- g. * Approve and authorize the Mayor to sign for the purchase to replace control systems in training tower, in an amount not to exceed \$172,970. (Fire Chief)
- h. * Recommend approval for the Interim Police Chief to sign the Memo of Understanding with the 55th Wing, Security Forces, Offutt AFB for mutual support and information sharing (Acting Police Chief Dargy)
- i. * Approve and authorize the Mayor to sign the Contract with Police One Academy, in an amount not to exceed \$3,401.25 (Interim Police Chief Dargy)
- j. * Approve a 60-day filing extension and waive the \$200 fee per Section 4-11, Subdivision Regulations (Planning Manager)

17. ADMINISTRATION REPORTS: In Process of Being Revised

18. CLOSED SESSION:

19. ADJOURNMENT

Tree Board Meeting January 14, 2020 Minutes

Attendance: Jim Shada, Don Preister by phone, Holly Hofreiter, Tom Mruz, Dave Anson

Volunteer hour sheet was passed around and signed

The December minutes – Motion was made to approve them by Tom and seconded by Holly. Those present voted for and 2 members absent voted for by email. **(If you haven't voted yet please do so thanks)**

Meeting was called to order by Dave Anson.

Don thanked Bobby Riggs for watering the new trees in the past month and Dave for checking on them.

Jim Shada gave the Parks report:

December 2019- Trees removed because they were dead and posed a hazard. They also did trim work.

Daniel Trail	1 Elm
Gilder Park	1 Linden, 3 Ash
Gilbert Park	1 Ash, 1 pine
Hidden Hills	1 Elm
Stonecroft Park	1 Elm
Twin Ridge II	1 cottonwood

Dave asked about the Linden tree at Gilder Park. Jim said a large limb was down probably because of vandalism. Dave said the Linden would continue to grow and develop a new leader limb, but he understood of the safety problem with the soft wood. Dave asked about the Elms; what type were they and size. Jim said they were medium size; he didn't know the type. The cottonwood was old.

Dave asked about the trees at Heroes Park that were recently planted. It seemed that they were planted too high; the root ball was 4 inches above the soil. He wondered if there was a guarantee. Jim said Jeff had an engineer look at it. The engineer said they were professionally planted. Jim said he assumed there was a guarantee.

Dave said he would cut the root shoots this spring on the 1st planting on the South end of Heroes Park. Jim thanked him for volunteering.

Haworth Park

The crews did clean up on the Marina side for aesthetics with mowers and chain saws. What the beavers had built they removed. Dave said he had tracked the beavers down to the bridge. Jim said the beavers had chewed on some young trees by the levy and killed a few of the trees- he was surprised they came that far.

Jim said Karen Chandler was keeping track of monthly numbers on the trees. Holly assumed that Karen was sending them to Joanne each month. Jim asked if he should have them sent to the whole board and Don said that it wasn't necessary.

Dave noticed there was a new playground in Swanson Park. Dave wondered if there were plans to connect it to the neighborhoods nearby. Jim said not at this time. It was considered a destination park. Dave said he knew that one neighbor with a bridge across the park was worried that people would cut through their property to get to the playground. Jim might get some calls on that. Dave wondered about making public access through an empty lot. However, Dave said that might be a liability issue.

Jim said there was a problem with dumping at Banner and American Heroes Park around the recycle bins. They have had to clean it up once a week. Dave said he also had cleaned it up. Don said he occasionally stopped and had cleaned up some cardboard. Don said that people need to push the cardboard to the ends of the dumpster so there is more room for others to put their cardboard in.

Dave said that a solution would be to put up a camera and a sign saying that people were on camera. That worked in Papillion. **Jim said he would talk to Steven in communications about the camera idea.**

Parks Advisory Board

Jim said that it hadn't met since November, so they have had only two meetings. Holly suggested communication between the two boards in some form, maybe by a member of our group going to their meetings.

Tree Ordinance

Don said the Tree Ordinance still had to be reviewed by the legal department which was busy with the annexation problems. Don felt they would approve of it soon and it would be presented to the city council in February.

Tree City USA Application/Growth award - Joanne has submitted it after working hard to fill it out and consulting Graham Herbst about it. Thanks for all your work Joanne.

Winter Projects

Bellevue 411- Nancy e-mailed that a topic this spring might be to wait to mow our lawns so there would be dandelions and clover for the pollinators early spring. It was felt that most lawn fanatics would not pay any attention and those that would favor it probably already do it. Dave felt something on Ailanthus would be a good idea. Don said it would need to be non-technical short and to the point.

Dave asked for input from Tom on what would make it important enough for people to actually do something about it. Tom said the public should remove the Ailanthus trees because they will overtake other trees and shrubs. They shade the lawn and can kill it. At 4-5 years old they send out runners that come up all over your yard. Only need to cut the roots and it will multiply from the cut. It spreads to parks and city property and costs taxpayers money to control it. We need to contact Phil Davidson when we are ready to post it.

Holly mentioned that Joanne had some ideas in an email- and we might think about doing an article once a month. We might consider doing something on Invasive species. Since Jeanene Lackey is no longer at Fontenelle maybe Deb would put something together. The flyer we had on invasive species was from the extension office.

Rain garden behind Culvers

The garden was to help with run off and benefits Culvers and Twin Creek. The grant was for \$1700 from State Arboretum for their waterwise program. It is supposed to be managed by the city, owned by NRD for flood control. Unfortunately it was not maintained properly. Dave mentioned that the city is responsible for taking care of runoff from the streets whether it is behind Culvers or Jewel Park. Some of the runoff is from private property but much of it is from the streets. Street runoff has to be kept separate from the water from sewers. Unfortunately areas look weedy and the city gets complaints and they mow it.

Natural areas in our Parks are important too. The city has no one with expertise in handling of natural and undeveloped areas. Don said he is working with the finance department to try to get a position in the budget for a person to be hired to the Parks department that has expertise in trees and conservation. **Don will talk to Jim Ristow and Jeff Roberts about the Rain Garden behind Culvers, other runoff areas that are wet and flooded like Jewel Park, someone to advise about tree health and whether to cut down trees, natural areas within our parks for wildlife and native plant conservation.**

New Business

Goals and objectives of the Tree Board for 2020. Holly felt that with the Parks Advisory Board, Green Bellevue, Master Gardeners and Master Naturalists we might try to divide up the non-tree related projects that the tree board has taken on because of need. The Tree Board members need to keep from spreading themselves too thin and /or duplicating efforts. **Holly will draft a proposal, talk with Park Advisory Board, and with everyone's help we can define what projects we want to focus on this year. Don will initially contact Thomas Burns of the Park Advisory Board.**

Our next meeting will be February 11. Tom made a motion to adjourn, Holly seconded it.

Respectfully submitted,

Holly Hofreiter

Agenda for February 11

Attendace/Volunteer Hrs. recorded

Approval of the January Minutes

Parks Report

Parks in General

Parks Advisory Board

Tree Ordinance

Winter Projects

Topics for Bellevue 411

Rain Garden behind Culvers

Conservation Practices/concerns

Goals and Objectives for Tree Board 2020

Set Agenda/Meeting for March/Adjourn Meeting

Tree Board Meeting February 11th, 2020

Meeting opened by Joanne at 10:02 am 2-11-20

Attendees were: members, Joanne Langabee, Deb Woracek, Scott Evans, David Anson and Holly Hofreiter; Parks, Jim Shada and by phone, Don Preister and guest, Nanacy Scott. Excused, Tom Mruz and Craig Kimball

Attendance taken and volunteer sheet passed around to record hours and miles given by members doing TB work

Motion by Joanne to approve the January meeting minutes, with second by Deborah, was unanimously approved, including Tom by email.

Parks Update

Jim noted the grounds/tree work has slowed due to snow, frost/thaw cycle in ground. They do not want to do turf damage with these conditions. Recording cameras are being considered for the 4 pools, 2 splash pads and 2 recycle container sites. The hope is that cameras will reduce the vandalism and dumping at these locations. Final decisions still to be made. David Ortiz of OPPD is putting together a proposal for the city. A roll of dog poop bags, left for people to use in parks, were pulled out and left lying as litter in one park, Jim said. Cameras may deter this. David said one day he saw 17 people using Jewell Park trails. He was surprised by how much use it is getting even in winter. One was a runner. More reason to upgrade this once nice park.

Parks in General

David saw a vehicle driving off road in Heroes Park and could not get the license because it was full of mud. Don got a call that the recycle containers at both Heroes and Banner were full again. He contacted Papillion Sanitation for service. They are responding. Discussion followed regarding honeysuckle and ailanthus invasive plants. Both are taking over Jewell Park and surrounding area. Coordination and further planning, with best practices to address them, will continue. David cautioned of the need to cut down larger, dead, brittle Ailanthus trees. Paint marking dead trees and those needing to be sprayed was advised. He estimated about 250 such trees need to be cut. They require professional cutting due to the risk of their brittle nature and to reduce damage to adjoining vegetation. **Nancy advised that Ailanthus is growing around the cell tower on 36th south of Two Springs. Jim will have Karen check on ownership of the land. Next meeting we need an update on trees and vegetation in Daniel Trail where we planted 25 trees with some neighbors. What is the status and next steps?**

Parks Advisory Board

Jim said that the new Parks Board met again February 5, the first Wednesday of the month. They worked on brainstorming the needs/wants for all parks in each council ward. That list then is being reviewed for easy to do projects, lower or no cost projects and priority of needs/updates. Their final

recommendations will then go to the council for review and support. **Dave will check in with Robyn Armoni, his neighbor on the board and Don will check with Jim Kresnik, his appointment to the board, for their input. Don will get a list of all 5 members representing each ward.**

Revised Tree Ordinance

Don reported that the TB input to the rewrite of the Tree Ordinance, was included in the draft that now all members have reapproved. A meeting is being set with city legal and Code Enforcement to clarify liability from entering private property to inspect trees. When that is completed, it will go to the council for approval. The first reading will be in late March.

Winter Projects

Three topics were discussed; education of the public, preparation for Earth Day tables and the annual report. For education, **Dave is working on a bullet point document about Ailanthus for Bellevue 411.** It was suggested to do a before and after invasion pictures of an area effected by them as a visual. Sarpy County Historical society might have some before pictures. Many of the areas affected were once a forest from Mandan Park to Fontenelle Forest. Listing the health and other damaging effects may help. Scott shared that people pay attention to personal effects on them. What are the impacts of Ailanthus on personal property values, he asked? What are the costs to tax payers through the city? What has the TB spent on removal so far? Joanne added that our volunteer hours were valued at \$26.00 per hour per volunteer to treat and remove them.

Holly has all of the displays/flyers for Earth Day. **She will bring them to the March meeting.** We can update them and may make a poster of the bullet points that Dave is doing. We can also use the annual report for more description of what the TB is and does. Discussion will continue at the March meeting. **Holly will watch for the email to register for the table for Earth Day and set everything up.**

Everyone is asked to look over and add to the annual report rough draft sent out by Don. He will look through the annual minutes for more actions/costs info. Joanne will send Don the ash tree numbers for total trees and trees removed this year and to date, plus, volunteer data. Joanne said because of when the Tree City application is due each year she will be tracking data from Dec. 1st to Dec. 1st the following year.

Topics for Bellevue 411

The prior discussion also applies to any education piece that we put on Bellevue 411. Topics beside the Ailanthus were discussed. Spring lawn/ landscaping care for pollinators, Tree Board activities, and Earth Day were possibilities. It was thought weekly, simple, short articles with pictures and bullet points were best. The topics could be stretched out over multiple weeks if needed. **We thought the title could be Tips and Tricks from the Bellevue Tree Board. Joanne and Deborah will work on the articles for Spring lawn and Landscaping for pollinators. Dave will work on the topic of Ailanthus.**

Rain Garden at Culvers

Suggestions for restoring it were made by all. The grading is still ok and can be used for new planting/reseeding. It originally lacked and will still need care for the first years, to remove weeds. It is an investment by the TB and city to be appreciated and managed for the future. It sits next to the new convention center as a show piece. It can generate good publicity for the city as an asset. Place educational sign at the edge for public viewing. Seek our scouts, student and other groups to adopt it as a project. Bellevue U. Sustainability Lab may help. NRD and anyone with water wise skill/interest, may help.

Conservation Practices/concerns

Our concerns are valid but we need to ask for information from the Parks /Street Departments Staff about issues. Joanne said that she was asked often about issues when she was working on the city beds; so she knows that they do have complaint calls. They also have regulations they need to follow so they are looking at the same issues from a different perspective. We need to be advocates for the Parks staff and be positive when talking to them about issues.

TB Objectives for 2020-

Holly is working on them and wanted input from the Park Advisory board as to what projects they were going to take on. She thought we might look into becoming a Nebraska State Arboretum Affiliate if we wanted to take on rain garden projects and others beyond tree care.

New Business-

Deborah wanted to update our out dated contact list and asked everyone to make corrections. **She will send an email with the corrections for those absent and will finalize the draft.**

Adjourn at 11:42 with motion by Deborah and seconded by Scott

Minutes respectfully taken by Don Preister & Holly Hofreiter

Agenda for March 10th Meeting

Attendance/ Volunteer Hours recorded

Approval of February minutes

Parks Report

Parks in general

Parks Advisory Board

Agenda Cont.

Tree Ordinance

Winter Projects

Bellevue 411

Rain garden behind Culvers/ Conservation Practices/Concerns

Goals and Objectives for Tree Board

Earth Day

New Business

Set Agenda/Next Meeting/Adjourn meeting

Tree Board Meeting Minutes March 10, 2020

Members Present- Don Priester, Dave Anson, Deborah Woracek, Holly Hofreiter, Tom Mruz ; City- Jim Shada; Volunteer- Nancy Scott Excused: Joanne Langabee, Scott Evans, Craig Kimball

Meeting was opened by Don. The Volunteer Hour sheet was passed around and signed.

February Minutes- Deborah made a motion to approve the minutes and Tom seconded it. The minutes were approved. Joanne, Scott and Craig voted to approve them by email.

Parks Report: Jim reported which trees have been removed since January and will email the list to Joanne and Holly. Thirteen trees have been removed in parks, including North Field(College Heights), Two Springs,and Faulkland since January. Jim handed out a report on what has been done in tree care in all the parks since January. He also reported that the parks staff has attended some workshops on Tree diseases, invasives and enjoyed them.

Nancy brought up that there was a dead American Elm located at the T where Tammy street meets Daniell Trail. She said it had been dead for a few years and was dropping large limbs. **Jim said he would check it out.**

Dave said that there were trees dying and dropping at Jewel Park. Most of them were hanging on other trees. He felt it was a safety issue for the bike riders. Dave felt it should be at least inspected for danger. Jim suggested contacting Scott to help assess the area. We need to ask what trees are dangerous and what is the expense to remove them? It was suggested that we contact Justin Everett for a possible grant to cover cost of removal of the hanging trees. Jim would like to take care of the inspection before the poison ivy comes up because he is sensitive to it. Nancy and Deborah suggested he try Tec-nu oil based cleaner on his skin before and/or after he is exposed. **Don would contact Scott for a walk through.**

Jim had checked on the land around the tower on 36th street and found that it belonged to the city. OPPD wanted the vegetation to grow around the tower to discourage people from climbing on it. Nancy said that there were 2-3 small Ailanthus trees at the base of the tower. It was thought that they could be removed without problems. Jim said he would have them cut down- but Dave said they would have to be sprayed so they don't send out runners and multiply. **Don said the tree board would take care of it.**

Don wanted to get professional tree trimmers for the board members that trim the trees in the parks. He thought he would get 5 pruners and asked what kind he should get. It was suggested that Felco #2 with a holster was a good brand. It was thought maybe a folding hand saw would be more useful. **Don will check with Graham Herbst.** Corona or Fano brand saws are good.

Dave Ortiz from OPPD was looking into cameras for pool and dumpster areas in parks. Jim has not heard back from him. Jim said they would move forward with it anyway but cost would be a hang up. The police have cameras and they borrow the lift truck to maintain cameras. Jim said he would visit

with Dennis O'Connor as far as what type of cameras would be best. It was suggested that we could use fake cameras and signs.

Parks Advisory Board

Members of the Board- Robin Armani, Kelly Faiman, BJ Stussy(Marilyn), Jim Kresnick and Ed Fraiser (may need to be approved)

The board met and discussed prioritizing things that could improve the parks making them more user friendly and increasing the amenities. They will then develop budget. Possibilities discussed- Eliminating the bike trails in Jewel Park and making it a nature preserve. They would need to visit with Fontenelle Forest staff about how to do that on a smaller scale. It was felt that the bikers would be unhappy with that because Jewel Park is a unique area, more challenging than Swanson Park. Before actually eliminating the biking, an alternative needs to be found.

It was also suggested to eliminate the dog park and possibly relocate it at Hayworth Park on the south side by where the bike path used to be. Maybe post a sign that if dog owners don't start cleaning up the dog waste the park will be closed. Then the dog owners can't complain as much if it closes.

Dave mentioned that an example of a well-kept park would be Heber Park. All the trees are healthy. Jim mentioned that the city is discussing selling the smaller parks like mason and Heber to save on maintenance costs.

Tree Ordinance

The Tree Ordinance maybe on the agenda for the next City Council meeting. The issue that held it up was that the Tree Board would check every code issue with trees. Also, the legal department felt it would be a liability issue for Tree Board members to go on private property to look at trees. With almost 150 tree code issues per year, Don calculated 3 issues per week. Only one issue in the last ten years was unwarranted. So it has been decided to go back to the original procedure of just sending the problem trees/issues to us. Code enforcement will take pictures and/or video of the problem trees for us to review, rather than us going on site.

Tree Board Annual Report

The annual report is ready to go to the city council. Holly thought we might list the donation of mulch in the summary, giving the monetary amount. Don said it would be considered with the 2020 report. Dave made a motion to approve the annual report, Deborah seconded it, and it passed unanimously with Joanne, Craig and Scott voting by email. **Tom offered to give the report to the City Council next Tuesday night.**

Winter Projects- Bellevue 411

Dave is putting together something on Ailanthus trees. Deborah and Joanne are working on spring tips for pollinators. Joanne had mentioned we should have a subcommittee to handle it. Everyone thought

that was a good idea and that those working on it would be the subcommittee. Holly offered to help Dave.

Rain gardens/ conservation concerns and practices

With the parks staff going to workshops and having positive feedback, maybe that will be a starting point for discussion on these issues.

Goals and Objectives for the tree board- Holly is working on it and should have something for the next meeting.

Earth Day

Holly has registered us. It will be Sunday, April 26th from noon to 4 pm. Holly passed around the sign up sheet for working at the table. Thanks to everyone for signing up. If you can help out, let Holly know. Holly brought the display and everyone thought it looked good except we should change out the pictures for ones from 2019. Holly will check with Joanne for photos. The old photos will be collected in a scrap book. The topic heading with TOH should be changed to Ailanthus. The flyers were good except we are missing the flyer we made on invasive plants. No one was sure what happened to that.

Anyone that has one or knows about the flyer please let Holly know.

Arbor Day

Don brought up Arbor Day and asked what schools should be contacted for planting trees. The Veterans Home would like another tree. St. Bernadettes, Bertha Barber, Pawnee, and Lewis and Clark Jr. High are possibilities. **Don will contact them to see if they are interested. Don needs to know who is available to help from the tree board on the possible dates April 23rd, 24th, and if we have to move it back, April 16th 17th (hopefully we won't).**

New Business

Please change Nancy's contact email to nancy's [garden@gmail.com](mailto:nancy.garden@gmail.com). Deborah will send out a new contact list.

Don adjourned the meeting, the next meeting will be April 14th, 10:00am, Wall Street

Respectfully submitted by Holly Hofreiter

Agenda for April 14th Meeting, 10:00am, Wall St.

Meeting called to order

Volunteer Hour sheet signed

Approval of March Minutes

Parks Report-**Jim**

Parks in general

Parks Advisory Board

Tree Ordinance/Tree Board Annual Report- **Don**

Winter Projects

Bellevue 411- **Dave, Joanne, Deborah**

Goals and Objectives for Tree Board-**Holly**

Spring Ailanthus Kill

Earth Day- **Holly**

Arbor Day- **Don**

New Business

Set agenda/ Meeting date/Adjourn

MINUTE RECORD

*5b2.
4/7/2020

Bellevue City Council Meeting, March 17, 2020, 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 17th day of March, 2020, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Thomas Burns, Don Preister, and Kathy Welch.

Notice of this meeting was given in advance thereof by publication in the Bellevue Leader and posting in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. A copy of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice are hereby attached to these minutes. 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.

Mayor Hike provided an update on COVID-19. He advised notice was received from the Sarpy County Health Department, prior to the meeting, there is one confirmed case of COVID-19 in Sarpy County.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA

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

Motion made by Preister, seconded by Shannon, to amend the agenda to add items 16a, 16b, 16c, and 16d to the consent agenda; add Emergency Ordinance No. 3992, regarding the Pandemic Sick Leave, as item 13c; Emergency Resolution No. 2020-15, regarding a Pandemic Sick Leave Policy, as item 15a; and Emergency Resolution No. 2020-16, regarding a Pandemic Finance Expenditure Procedure as item 15b; and remove item 14b, as it was withdrawn from the applicant. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

APPROVAL OF THE CONSENT AGENDA:

Motion made by Cook, seconded by Preister, to approve the consent agenda which included the following: Acknowledge receipt of Tree Board Minutes for January 8, 2019, February 12, 2019, March 12, 2019, April 9, 2019, June 11, 2019, August 13, 2019, September 10, 2019, October 8, 2019, November 12, 2019, and December 10, 2019; Acknowledge receipt of the February 27, 2020 Planning Commission Minutes; Approval of March 3, 2020 City Council Minutes; Acknowledge receipt of Complete Street Report; Approval of Claims; Approve and authorize the Mayor to sign the contract with HOA Solutions to complete Phase IV of the Bellevue Lift Station Upgrades, in an amount not to exceed \$85,095.00; Approve and authorize the Mayor to sign the State of Nebraska Department of Natural Resources Relinquishment of Surface Water Appropriation by landowners for Permit D-1072; Approve and authorize the Mayor to sign the proposal for the purchase of a new Gator from Plains Equipment Group, in an amount not to exceed \$7,520.20; and Acceptance of the Annual Audited Financial Statements for the period October 1, 2018 through September 30, 2019.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

SPECIAL PRESENTATIONS:

Presentation of 2019 Tree Board Report

Councilman Preister provided the report of the Tree Board.

ORGANIZATIONAL MATTERS: None

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES:

Recommend approval of a Special Designated Liquor License for the Bellevue Economic Enhancement Foundation for the "Riverfest Community Event" on Friday, June 26, 2020, from 5:00 p.m. to 12:30 a.m. and on Saturday, June 27, 2020 from 7:00 a.m. to 12:30 p.m., at American Heroes Park, 2502 Payne Street. (City Clerk)

Mayor Hike opened the meeting to the public to give opportunity for individuals to speak in favor of or in opposition to the proposed ordinance.

Mr. Kevin Hensel, was present on behalf of the Bellevue Chamber of Commerce to answer any questions.

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

MINUTE RECORD

Bellevue City Council Meeting, March 17, 2020, Page 2

Motion made by Preister, seconded by Welch, to recommend to approval of a Special Designated Liquor License for the Bellevue Economic Enhancement Foundation for the "Riverfest Community Event" on Friday, June 26, 2020, from 5:00 p.m. to 12:30 a.m. and on Saturday, June 27, 2020 from 7:00 a.m. to 12:30 p.m., at American Heroes Park, 2502 Payne Street. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION (Third Reading)

Ordinance No. 3966: Request to annex Sanitary and Improvement District #67, Normandy Hills. Applicant: City of Bellevue. (Planning Manager)

Ordinance No. 3966, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 242, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was brought back to the Council after being tabled.

Motion made by Stinson, seconded by Preister, to table Ordinance No. 3966 until May 5, 2020. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Ordinance No. 3970: Request to annex Sanitary and Improvement District #242, Cedar View. Applicant: City of Bellevue. (Planning Manager)

Ordinance No. 3970, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 242, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was brought back to the Council after being tabled.

Motion made by Stinson, seconded by Preister, to table Ordinance No. 3970 until May 5, 2020. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading): None

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 3990: Request to amend Section 5.26, City of Bellevue Zoning Ordinance, regarding indoor and outdoor recreational facilities as a permitted use in the FX zoning district. Applicant: City of Bellevue (Planning Manager)

Ordinance No. 3990, an Ordinance to amend Section 5.26, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to indoor and outdoor recreational facilities as a permitted use in the FX Flex Space Zoning District; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form, was read by title only for the first time and scheduled for public hearing at the Council meeting on April 7th.

Ordinance No. 3991: Request to amend Sections 5.24 and 8.03, City of Bellevue Zoning Ordinance, to allow for the parking of semi-trailers, tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length, as a conditional use permit in the BGH Zoning District. Applicant: City of Bellevue (Planning Manager)

Ordinance No. 3991, an Ordinance to amend Sections 5.24 and 8.03, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to parking of oversized vehicles in the BGH Heavy General Business Zoning District as a conditional use, and Article 8 Supplemental Regulations, relating to parking of oversized vehicles; to repeal such sections as heretofore existing; to provide an effective date of the ordinance; and to provide for the publication of this ordinance in pamphlet form, was read by title one for the first time and scheduled for public hearing at the Council meeting on April 7th.

EMERGENCY ORDINANCE - Ordinance No. 3992: An Emergency Ordinance to add Section 14-11 to the Bellevue Municipal Code pertaining to Pandemic Sick Leave. (Mayor/City Administrator). {Emergency Ordinance pursuant to 16-314 and 16-405}.

Motion made by Shannon, seconded by Preister to waive the three readings and vote on the emergency ordinance.

Ms. Bree Robbins, City Attorney, advised pursuant to Nebraska Revised Statute 84-1411, the public body does have the right to modify the agenda to include items of an emergency nature at a public meeting. Pursuant to 16-1405, in the case of an infectious disease or other impeding danger, the City Council has the ability to vote on this tonight without the publications and the three readings.

Ms. Robbins advised waiving the three readings, is not necessary, due to this being an emergency situation.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, March 17, 2020, Page 3

Councilman Shannon questioned if a public hearing should be held. Ms. Robbin requested clarification from Shannon if his motion was to waive the three readings and vote on the ordinance or was his motion to hold a public hearing. Councilman Shannon replied to waive the three readings and vote on the ordinance tonight. Ms. Robbins explained pursuant to emergency statutes a public hearing does not need to be held.

Motion made by Shannon, seconded by Preister, to approve Ordinance No. 3992.

Councilman Preister requested a brief description of the emergency ordinance. Ms. Robbins advised the ordinance corresponds with resolution listed as item 15a. The items are in regards to a pandemic sick leave policy which allows the City and City Council to adopt the resolution for the City Administrator to issue the Pandemic Sick Leave Policy for City employees in light of the pandemic. It discusses paid leave for full time and part time employees within the City. The ordinance gives the authorization to implement the policy for employees.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Approve Event License Application for the Bellevue Chamber of Commerce to have the "Riverfest Community Event" on Friday, June 26, 2020 from 5:00 p.m. to 12:30 a.m. on Saturday, June 27, 2020 and on Saturday, June 27, 2020 from 7:00 a.m. to 12:30 a.m. on Sunday, June 28, 2020, at American Heroes Park, 2502 Payne Street (City Clerk)

Mr. Kevin Hensel, was present on behalf of the Bellevue Chamber of Commerce to answer any questions.

Mayor Hike opened the meeting to the public to give opportunity for individuals to speak in favor of or in opposition to the proposed ordinance.

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 Welch, to approve Event License Application for the Bellevue Chamber of Commerce to have the "Riverfest Community Event" on Friday, June 26, 2020 from 5:00 p.m. to 12:30 a.m. on Saturday, June 27, 2020 and on Saturday, June 27, 2020 from 7:00 a.m. to 12:30 a.m. on Sunday, June 28, 2020, at American Heroes Park, 2502 Payne Street. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

RESOLUTIONS:

EMERGENCY RESOLUTION - Resolution No. 2020-15: An Emergency Resolution regarding the implementation of a Pandemic Sick Leave Policy for the full-time and part-time employees of the City of Bellevue. (Mayor/City Administrator)

Motion made by Cook, seconded by Welch, to approve EMERGENCY RESOLUTION - Resolution No. 2020-15: An Emergency Resolution regarding the implementation of a Pandemic Sick Leave Policy for the full-time and part-time employees of the City of Bellevue.

Ms. Robbins provided a description of the resolution stating it would provide paid sick time to City Employees during this pandemic time.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

EMERGENCY RESOLUTION - Resolution No. 2020-16: An Emergency Resolution regarding the implementation of a Pandemic Finance Expenditure Policy in the event the City Council does not meet and City Council business needs to be conducted. (Mayor/City Administrator/Finance Director)

Motion made by Welch, seconded by Preister, to approve EMERGENCY RESOLUTION - Resolution No. 2020-16: An Emergency Resolution regarding the implementation of a Pandemic Finance Expenditure Policy in the event the City Council does not meet and City Council business needs to be conducted.

Ms. Robbins explained the emergency resolution is necessary in the event City Council meetings are canceled due to the Pandemic. This will allow expenditures that cannot be held over to the next City Council meeting to get paid.

Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Accept proposal in order to carry out the condemnation order to demolish the structure located at 1503 Galvin Road South, Bellevue, NE 68005 - bays 4 through 7 (Chief Building Inspector)

MINUTE RECORD

Bellevue City Council Meeting, March 17, 2020, Page 4

Councilman Shannon recused himself due to a conflict of interest. Councilman Shannon left Council Chambers at 6:29 p.m.

Motion made by Preister, seconded by Cook, to accept proposal in order to carry out the condemnation order to demolish the structure located at 1503 Galvin Road South, Bellevue, NE 68005 - bays 4 through 7.

Motion made by Cook, seconded by Stinson, to open the item for Public Hearing. Roll call vote on the motion was as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; Shannon abstained; voting no: none; absent: none. Motion carried.

Mr. Donald Loudner III, was present as the Associate Attorney for Saathoff Law Group on behalf of Main Street Properties LLC. He requested the item be tabled. He stated notice was given to the insurance carrier of the adjacent property. A formal notice was received to preserve the physical evidence of the property including the building from the insurance carrier for the adjacent property. The insurance company has also retained counsel.

Ms. Julie Jorgensen, an attorney for Morrow Willnauer Church LLC, was present on behalf of the property owners Stonewag USA and Brent Village LLC. She advised the clients were placed on notice in mid-February with regard to the claim and her firm was retained late February/early March. There has been virtually no opportunity to investigate the claim. Efforts are being made to retain engineers to inspect the property. With travel limited due to the Corona Virus, a request is being made to delay the demolition. Discussion followed.

Ms. Robbins provided a timeline for the Council, beginning with property being damaged on May 28, 2019. On February 4, 2020, the City Council approved the resolution to have the property demolished by March 4, 2020. On March 4, 2020, Mr. Shannon, through his attorney, filed a complaint for injunctive relief in the District Court in front of Judge Thompson. On March 4, 2020, no action was taken to move forward with the demolition as ordered by the City Council. Judge Thompson signed an ex parte temporary injunction. A hearing was set for March 9th on the temporary restraining order. Ms. Robbins advised she filed a motion to dismiss due to this not being a proper complaint or complying with Nebraska law. At the hearing, Judge Thomson took it under advisement. On the next day he issued an order dismissing the complaint and dismissing the temporary restraining order. At this time, the City is able to move forward with the demolition. As of yesterday, an appeal was received from Mr. Shannon's attorney appealing the order to dismiss to the Nebraska Court of Appeals. There is no injunction at this time from the Court of Appeals. The City is able to move forward to protect the community.

Councilwoman Welch questioned Ms. Jorgensen why her client wants to investigate the property. Ms. Jorgensen advised Main Street Properties has sent a letter to her client indicating they believe her client is at fault and making allegations. At this time there is no lawsuit. However, the company would like to investigate to be prepared, should there be a lawsuit. Discussion followed.

Ms. Robbins advised Ms. Jorgensen on May 29, 2019, some demolition had already occurred on the property and items were removed. Railroad ties from the back were removed and trees cut down. There was already a change in the structure. Discussion followed.

Mayor Hike requested clarification if it was mid-February when Main Street Properties made a claim against Ms. Jorgensen's client. Ms. Robbins stated it was February 5th, the day after the City Council meeting. Ms. Jorgensen stated official notice and acknowledgment of the letter was February 14th. Ms. Jorgensen requested this item tabled for 60 days.

Discussion on hiring and retaining an engineer took place.

Mr. Mike Christensen provided a summary of the demolition procedure. He advised the entire process takes approximately three weeks. Conversation ensued on this topic.

Councilman Cook questioned Mr. Christensen if he has had any contact with the apartment complex. Mr. Christensen stated he had a brief conversation on May 28th with one of the managers on site. Discussion followed.

Councilman Stinson questioned the fencing around the property. Mr. Christensen commented the main concentration was put on the front of the building.

Discussion occurred on the safety to the community and the fencing of the property. Councilman Preister asked Mr. Christensen if he is comfortable with the current condition of the structure regarding the public wellbeing. Mr. Christensen replied he is not.

Mayor Hike mentioned for the record Sarpy County has the recorded owner of the apartments as Brentwood Village in St. Petersburg, Florida.

Mr. Christensen commented with upcoming weather the foundation is a concern. It has suffered damage on the back side and has weakened the rest of structure. A strong rain fall could cause the building to collapse in the rear.

MINUTE RECORD

Bellevue City Council Meeting, March 17, 2020, Page 5

Councilman Cook questioned what bid is being presented, is it the lowest bid, and if not, why would another bid be considered. Mr. Christensen advised the bid he would like to go with is \$88.00 more than the other bid. The bid involves more detail and followed the guideline provided by the geo technical engineer.

Councilwoman Welch requested Mr. Loudner return to the Chambers. She questioned him if an engineer has been hired by Main Street Properties and if so, if the engineer has visited the property. Mr. Loudner replied an engineer has been retained and has been to the property. Discussion followed.

Councilwoman Welch questioned when the apartment complex was put on notice. Ms. Robbins replied February 5, 2020.

Councilwoman Welch requested clarification who Ms. Jorgensen is representing. Ms. Jorgensen explained the insurance company of the apartment complex has retained her firm. She stated they represent the insured, which is the apartment complex.

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.

Ms. Robbins advised the agenda item is to accept the proposal in order to carry out the condemnation order to demolish the structure. She stated the recommendation from Mr. Christensen is from Heimes Corp.

Councilman Preister stated that is the proposal he considered when making his motion.

Roll call vote on the original motion as follows: Stinson, Cook, Preister, Burns, and Welch voted yes; voting no: none; absent: none; abstain: Shannon. Motion carried.

Councilman Shannon returned to Council Chambers at 7:19 p.m.

ADMINISTRATION REPORTS:

Currently the Administrative Report process is being revised.

Mr. Mark Elbert, Community Development Director, spoke in regards to COVID-19. He advised there has been one case confirmed in Sarpy County, stating it is not in Bellevue. He recommended self-distancing and hand washing. He explained this is a serious situation, but not a time to panic. The City will continue to have meetings and provide the community with updates.

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Preister, the meeting adjourned at 7:41 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.


Shirley Harbin, Deputy City Clerk

Rusty Hike, Mayor

I, the undersigned, Deputy 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 March 17, 2020; 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 Harbin, Deputy City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/07/2020	SUBMITTED BY: Ashley Decker	Human Resources Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Memorandum of Understanding ("MOU") with the Civilian Employees Association of Bellevue ("CEAB")

SYNOPSIS/BACKGROUND:

This is an agreement between the City of Bellevue and the CEAB to modify work schedules for a specific period of time for the Fleet Department. The parties have agreed to modify the work schedules for the persons identified in the MOU for a specified period of time in order to reflect the needs of the City and the CEAB schedules within the Fleet Department for preventative efforts in regards to the COVID-19 health emergency that impacted the City on or about March 17, 2020. This will allow for two working crews within the Fleet Department to work staggered crews, minimizing the potential impact of COVID-19 infection on an entire department.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

This MOU is reflective of the parties agreement. Please acknowledge the agreement and authorize execution of this document.

ATTACHMENTS:

1. MOU with CEAB	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:

A. Bree Roblins

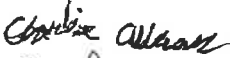

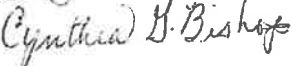
[Signature]

MEMORANDUM OF UNDERSTANDING

WHEREAS the City of Bellevue, Nebraska ("City") and the Civilian Employees Association of Bellevue ("CEAB") are parties to a collective bargaining agreement effective October 1, 2017 to September 30, 2021;

WHEREAS the CEAB, and the City (collectively, the "parties") have identified an area in their respective collective bargaining agreement that needs to be amended for a specified period of time in order to reflect the needs of the City and the CEAB schedules within the Fleet Department for preventative efforts in regards to the COVID-19 health emergency that impacted the City on or about March 17, 2020; and therefore the parties desire to enter into the following Memorandum of Understanding ("MOU").

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the March 23, 2020, through December 31, 2020.
2. The members of the Fleet Department identified in No. 6 below will begin to operate with two crews working in twelve (12) hour shifts (6:00 a.m. – 6:00 p.m.), three days a week. Up to four hours of regular time may be added to each employee's timecard each week to ensure 40 hours of regular pay if the employee does not work any additional hours on top of their three regularly scheduled shifts.
3. Should the starting or ending time for these shifts require to be modified, those crews will be provided at least a twenty-four (24) hour notice.
4. There will be two crews working the twelve (12) hour shifts and those crews will be staggered as follows: One crew will work Monday through Wednesday and the second crew will work Thursday through Saturday.
5. Due to the transition from the eight (8) hour shifts to twelve (12) hour shifts, there will be no guarantee for overtime for going over eight (8) hours a day, however, if an employee working either of the crews identified herein does exceed forty (40) hours for the week, they will be paid at the respective overtime rate for those individuals identified below, as set forth identified in the bargaining agreement effective October 1, 2017 to September 30, 2021 and should a new agreement be ratified during the application of the this MOU, those rates identified within that ratified agreement.
6. The specific individuals of the Fleet Department impacted by this MOU are as follows:

Charles Alback 
Joseph Allan 
Cynthia Bishop 

Albert Drelicharz

Stephen Kwasniewski 

David Lambson 

Brian Myers 

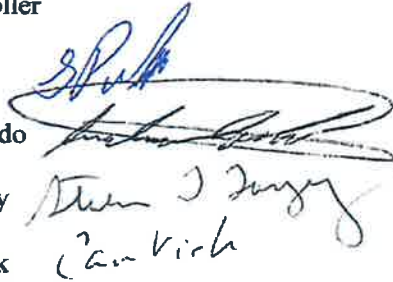
Daniel Niemoller

Scott Parks

Isnardo Salgado

Stephen Targy

Cameron Vick



Civilian Employees Association of Bellevue

By:

President Tom Woodard

City of Bellevue, Nebraska

By:

City Administrator, Jim Ristow

Approved by the Bellevue City Council on this ____ day of _____, 2020.

ATTEST

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Ashley Decker		Human Resources Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>			
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>			

SUBJECT:

Memorandum of Understanding ("MOU") with the Bellevue Professional Management Association ("BPMA")

SYNOPSIS/BACKGROUND:

This is an agreement between the City of Bellevue and the BPMA to modify work schedules for a specific period of time for the Fleet Department. The parties have agreed to modify the work schedules for the persons identified in the MOU for a specified period of time in order to reflect the needs of the City and the BPMA schedules within the Fleet Department for preventative efforts in regards to the COVID-19 health emergency that impacted the City on or about March 17, 2020. This will allow for two working crews within the Fleet Department to work staggered crews, minimizing the potential impact of COVID-19 infection on an entire department.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

This MOU is reflective of the parties agreement. Please acknowledge the agreement and authorize execution of this document.

ATTACHMENTS:

1. MOU with BPMA
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bree Robins
[Signature]
[Signature]

MEMORANDUM OF UNDERSTANDING

WHEREAS the City of Bellevue, Nebraska ("City") and the Bellevue Professional Management Association ("BPMA") are parties to a collective bargaining agreement effective October 1, 2017 to September 30, 2021;

WHEREAS the BPMA, and the City (collectively, the "parties") have identified an area in their respective collective bargaining agreement that needs to be amended for a specified period of time in order to reflect the needs of the City and the BPMA schedules within the Fleet Department for preventative efforts in regards to the COVID-19 health emergency that impacted the City on or about March 17, 2020; and therefore the parties desire to enter into the following Memorandum of Understanding ("MOU").

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the March 23, 2020, through December 31, 2020.
2. The members of the Fleet Department identified in No. 6 below will begin to operate with two crews working in twelve (12) hour shifts (6:00 a.m. – 6:00 p.m.), three days a week. Up to four hours of regular time may be added to each employee's timecard each week to ensure 40 hours of regular pay if the employee does not work any additional hours on top of their three regularly scheduled shifts.
3. Should the starting or ending time for these shifts require to be modified, those crews will be provided at least a twenty-four (24) hour notice.
4. There will be two crews working the twelve (12) hour shifts and those crews will be staggered as follows: One crew will work Monday through Wednesday and the second crew will work Thursday through Saturday.
5. There will be no guarantee for overtime, however, if an employee working either of the crews identified herein does exceed forty (40) hours for the week, they will be paid at the respective overtime rate for those individuals identified below, as set forth identified in the bargaining agreement effective October 1, 2017 to September 30, 2021 and should a new agreement be ratified during the application of the this MOU, those rates identified within that ratified agreement.
6. The specific individuals of the Fleet Department impacted by this MOU are as follows:

Matthew Rieple



Steven Burnett

Bellevue Professional Management Association

By: 

President Roger Cox

City of Bellevue, Nebraska

By: _____
City Administrator, Jim Ristow

Approved by the Bellevue City Council on this ____ day of _____, 2020.

ATTEST

City Clerk

MINUTE RECORD

*6.
4/7/2020

CLAIMS FOR APRIL 7, 2020

PAGE 1

MAYOR

PETTY CASH - FINANCE	55TH WING BANQUET	50.00
		<u>\$ 50.00</u>

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	78.08
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	42.86
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	73.23
MIDLANDS PRINTING	COB ENVELOPES, BUSINESS CARDS	222.87
		<u>\$ 417.04</u>

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE-MAR 2020	83.55
PETTY CASH - FINANCE	REIMB FOR MULCH-PREISTER	12.84
		<u>\$ 96.39</u>

LEGAL SERVICES

ERICKSON & SEDESTROM, PC	LEGAL FEES	12,382.10
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	26.69
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	39.67
SARPY COUNTY SHERIFF'S OFFICE	CIVIL PROCESS COLLECTION	123.27
		<u>\$ 12,571.73</u>

CABLE ADVISORY

METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	23.55
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	30.36
MIDLANDS PRINTING	COB ENVELOPES, BUSINESS CARDS	60.00
		<u>\$ 113.91</u>

CITY CLERK

METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	22.29
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	28.53
		<u>\$ 50.82</u>

FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	30.21
HANEY SHOE STORE	SAFETY BOOTS	200.00
INDOFF	OFFICE SUPPLIES	352.06
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	68.22
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	105.89
MIDLANDS PRINTING	COB ENVELOPES	222.87
RED WING BUSINESS ADVANTAGE	SAFETY BOOTS	170.99
THE CURE	FIRST AID SUPPLIES	75.00
TRISTAR RISK ENTERPRISE	WORK COMP-TPA FUNDING-FEB 2020	903.62
		<u>\$ 2,128.86</u>

LIBRARY

AMERICAN CHAMBER OF COMMERCE RESOURCES	NEB HR MANUAL	260.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	222.10
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	109.10

MINUTE RECORD

CLAIMS FOR APRIL 7, 2020

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LIBRARY(cont'd)

CONNIE BARNARD	REIMBURSE FOR SUPPLIES	96.88
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-2-23	107.39
INGRAM LIBRARY SERVICES	BOOKS	2,998.68
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	17.07
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	75.74
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	92.40
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-3-5	114.26
MIDWEST TAPE	VIDEOS	44.98
NEBRASKA FURNITURE MART	COMPUTER EQUIPMENT	2,525.94
OCLC INC	ON-LINE CATALOGING-FEB 2020	1,357.52
OCLC INC	ON-LINE CATALOGING-MAR 2020	1,357.52
PETTY CASH - LIBRARY	PROGRAM SUPPLIES, OFFICE SUPPLIES	40.45
RECORDED BOOKS	RECORDED BOOKS	102.19
		<u>\$ 9,522.22</u>

ADMINISTRATIVE SERVICES/PERSONNEL

IDEAL PURE WATER COMPANY	BOTTLED WATER	55.50
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	91.37
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	112.76
MIDLANDS PRINTING	COB ENVELOPES, BUSINESS CARDS	60.25
PAYCHEX of NEW YORK, LLC	PAYCHEX TIME AND LABOR	99.00
PETTY CASH - FINANCE	KEYS, PARKING	34.08
SUBURBAN NEWS ADV	CIVIL SERVICE COMMISSION AD	11.61
ULTIMATE SOFTWARE GROUP, INC	SUBSCRIPTION FEE FOR PAYROLL SYSTEM	28,852.00
		<u>\$ 29,316.57</u>

PUBLIC WORKS

ADJUSTER ASSIST, INC	FLOOD CLAIM ADJUSTER FEE	12,659.00
BURTON PLUMBING SERVICES	WATER MAIN REPAIR-FLOOD	15,672.40
DAY ELECTRIC SERVICE, INC	INSTALL NEW BOX AND COVER, INSTALL SERVICE TO PORTABLES-FLOOD	9,110.45
DVORAK LAW GROUP	LIABILITY-DEFENSE E4P3562	5,915.25
FYRA ENGINEERING, LLC	OFFUTT DITCH PUMP STATION STUDY	5,629.25
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	65.31
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	94.54
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-3-5	8.86
MIDWEST PETROLEUM EQUIPMENT	FITTINGS INSTALLATION AND MOBILIZATION-FLOOD	10,180.04
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-16	172.01
ONE CALL CONCEPTS	LOCATES	393.64
PETTY CASH - FINANCE	OFFICE SUPPLIES	8.55
SUBURBAN NEWS ADV	NOTICE FOR BIDS	87.36
		<u>\$ 59,996.66</u>

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOM-HAWORTH	599.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-2-23	363.42
DAY ELECTRIC SERVICE, INC	REPLACE UNDERGROUND FEEDERS TO POLES	8,546.56
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	209.71

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PARKS (cont'd)

MENARDS	TRAY LINER, AIR SPRAY, PAINT, STORAGE BOXES, BAGS	128.53
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	86.04
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	97.02
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-3-10	673.65
PAPILLION SANITATION	CODE DUMPSTER	339.33
PRECISE MRM LLC	POOLED DATA	225.00
SITEONE LANDSCAPE SUPPLY	SEEDS, FERTILIZER	6,799.85
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	33.55
WESTLAKE ACE HARDWARE	CHALK	9.99
		<u>\$ 18,111.65</u>

RECREATION

ARIEL WILSON	REFUND REED CENTER DEPOSIT	225.00
B&D DIAMOND PRO	MARKING DUST FOR BALLFIELDS, POLES, NETTINGS, FENCE CAPS	13,270.35
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	10.96
CARLA BOBIER	REFUND SPRING FLAG FOOTBALL	35.00
CHRISTINE MUELLER	REFUND SPRING FLAG FOOTBALL	35.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-2-23	88.39
CYNTHIA BALMORI	REFUND REED CENTER DEPOSIT	375.00
INDOFF	OFFICE SUPPLIES	23.16
JASON CHAIDEZ	REFUND REED CENTER DEPOSIT	375.00
JASON EARLY	REFUND SPRING FLAG FOOTBALL	35.00
JO DON'S	BASEBALL BANNER	104.00
JULIE MATYASCIK	REFUND SPRING FLAG FOOTBALL	70.00
KAREN LOMBARD	REFUND SPRING FLAG FOOTBALL	35.00
LESLEY GARCIA	REFUND REED CENTER DEPOSIT	375.00
MARCUS BRUNDAGE	REFUND SPRING FLAG FOOTBALL	35.00
MENARD - RALSTON	SPRING SNAP	22.35
MENARDS	SPRING SNAP	22.35
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	25.12
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	32.61
OSCAR SANCHEZ	REFUND REED CENTER DEPOSIT	375.00
PAY-LESS OFFICE SUPPLY	FOLDING CHAIRS	96.57
SAM'S CLUB DIRECT	SUPPLIES	14.88
STEPHANIE KOCHERA	REFUND REED CENTER DEPOSIT	325.00
		<u>\$ 16,005.74</u>

BUILDING MAINTENANCE

APOLLO REFRIGERATION & HEATING	AC MAINTENANCE-DIST 1	660.50
A-RELIEF SERVICES	PORTABLE RESTROOM-HAWORTH	101.00
CARPENTER PAPER CO	JANITORIAL SERVICES	378.96
CODY PEST MANAGEMENT	PEST CONTROL	139.00
DAY ELECTRIC SERVICE, INC	TROUBLESHOOT CEILING FAN, WIRE CIRCUIT ON RADIO TOWER	2,853.35
ECHO GROUP, INC	CLASS CC FUSES	38.88
FERGUSON ENTERPRISES INC #1657	SUPPLIES-SIGLER FIELD	240.00
HILLYARD	JANITORIAL SUPPLIES	544.88
HOTSY EQUIPMENT CO	PRESSURE WASHER PARTS, LABOR	1,506.14

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BUILDING MAINTENANCE (CONT'D)

IDEAL PURE WATER COMPANY	BOTTLED WATER	22.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	197.14
KB BUILDING SERVICES	CLEANING SUPPLIES	1,150.00
MENARDS	PLUMBING SUPPLIES, FENCING MATERIAL, LUMBER, BATTERIES, ELEC SUPPLIES, CLEANING SUPPLIES, MULCH	1,958.19
MENARDS- COUNCIL BLUFFS	PAINT SPRAYER	669.00
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	54.32
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	64.31
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-10	458.43
O'KEEFE ELEVATOR COMPANY	ELEVATORS MAINTENANCE	455.92
OMAHA DOOR & WINDOW COMPANY	BATTERY ALARM	150.00
OVERHEAD DOOR COMPANY	REPLACE SPRINGS, ADJUSTED DOOR	947.00
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	292.00
S & W FENCE COMPANY	INSTALL CHAIN LINK FENCE AND GATE	2,365.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	3,599.84
TRICO MECHANICAL SERVICES	AC MAINTENANCE-DIST 4	7,169.30
VOGEL WEST	PAINT	324.40
VOSS LIGHTING	JANITORIAL SUPPLIES	549.65
WESTLAKE ACE HARDWARE	HANDICAP SIGN, CLEANING SUPPLIES, PLUMBING SUPPLIES, PAINT, GLOVES	292.90
		\$ 27,182.11

CEMETERY

COX BUSINESS SERVICES	MONTHLY SERVICE-2020-2-23	83.39
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	18.06
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	22.42
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-3-5	89.80
NEW COM TECHNOLOGIES	RENEW LICENSE AGREEMENT	650.00
		\$ 863.67

STREETS

ALFRED BENESCH & COMPANY	PROFESSIONAL SERVICES-CAPEHART RD, 27TH TO 36TH ST, TO MAR 8, 2020	25,362.00
ALFRED BENESCH & COMPANY	PROFESSIONAL SERVICES-S 25TH ST	16,847.71
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	14.17
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-2-23	274.17
FLATBED EXPRESS, INC	WEIGH TRUCKS FOR CALIBRATION	120.00
HEIMES CORPORATION	REPAIR INLET	51,246.00
HGM ASSOCIATES INC	PROGRESS BILLING-15TH ST	10,683.49
INDEPENDENT SALT CO	ICE CONTROL SALT	43,817.83
K2 CONSTRUCTION	S 25TH ST IMPROVEMENT-#18	101,151.00
LOGAN CONTRACTORS SUPPLY	CHANNEL STAKES, WOOD GRADE STAKES	3,246.57
MENARDS	FENCING SUPPLIES	32.65
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	263.76
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	310.82
METRO LEASING	8698 LEASE-STREET SWEEPER	9,588.45
METRO LEASING	8724 LEASE-AERIAL BOOM TRUCK	5,816.04
METRO LEASING	8733(A) LEASE-INT'L TRUCK	13,612.86
METRO LEASING	8733(B) LEASE-INT'L TRUCK	13,261.84
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-3-5	749.86

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STREETS (CONT'D)

METROPOLITAN UTILITIES DIST	HYDRANT RENTAL	184.00
MIDWEST FENCE COMPANY	PARTS TO REPAIR GUARDRAIL	58.76
MIDWEST RIGHT OF WAY SERVICES, INC	ROW #545-36TH ST	2,725.93
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-16	150.96
ONE CALL CONCEPTS	LOCATES	10.00
PAY-LESS FURNITURE	OFFICE FURNITURE-FLOOD	7,530.82
PETTY CASH - FINANCE	VEHICLE REGISTRATIONS	36.00
READY MIXED CONCRETE COMPANY	CONCRETE	10,930.72
TRAVELERS	AUTO LIABILITY FMW2715	33,385.87
TRISTAR RISK ENTERPRISE	WORK COMP-TPA FUNDING-FEB 2020	2,393.24
UTILITY EQUIPMENT COMPANY	PIPE	233.60
VIERREGGER ELECTRIC CO, OMAHA, NE	LABOR AND MATERIALS	647.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	33.55
WESTLAKE ACE HARDWARE	LOCK NUTS	23.94
		\$354,743.61

FLEET MAINTENANCE

A + UNITED RADIATOR REPAIR	REBUILD MOWER RADIATOR, RADIATOR REPAIR	500.00
AA WHEEL & TRUCK SUPPLY, INC	SEALS, BREAKAWAY SWITCH, GREASE	48.24
ALLIED OIL & TIRE COMPANY	DIESEL EXHAUST FLUID, OIL	2,692.24
ARROW TOWING	HD WRECKER TOW CHARGE	250.00
ASPEN EQUIPMENT CO	LATCH JAW	293.56
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, SEALANT, SILICONE	1,103.07
BAUER BUILT	TRAILER TIRES, TRUCK TIRES	1,209.04
BAXTER FORD	BRAKE KIT AND PAD, ROTOR ASSEMBLY, CALIPERS, SEALS	839.39
BELLEVUE TIRE & AUTO SERVICE	TIRES	212.00
BOBCAT OF OMAHA	CYLINDER	673.65
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	98.68
CORNHUSKER INTERNATIONAL TRUCKS	EXHAUST CLAMPS, BRAKE DRUMS, SENSOR, CLAMPS	1,329.66
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-2-23	107.39
CUMMINS SALES AND SERVICE	WIRING HARNESS, THREADER	235.58
DANIELSON / TECH SUPPLY	LUBE PASTE, MOUNTING PASTE, TIRE BALANCE COMPOUNT	255.05
DILLON BROTHERS H-D BUELL	BATTERY CHARGERS FOR MOTORCYCLES	159.80
FACTORY MOTOR PARTS CO	OIL, HOUSINGS, VAPOR CANISTER	562.62
FARM PLAN	CHAIN LOOP, CYLINDER BASKET, FILTERS	485.75
FLEET PRIDE	RUBBER PLUG, GREASE CAP, LIGHTS, PARTS	134.26
FORCE AMERICA, INC	CIRCUIT BOARD	303.43
GALVIN GLASS	INSTALL DOOR IN TRACTOR	85.00
HENDERSON PRODUCTS, INC	DRAG CHAIN, STABILIZER BAR, HITCH	2,228.00
HOSE & HANDLING, INC	TANK TRUCK HOSE, CLAMP	294.83
HUNTER SALES AND SERVICE	RIM PROTECTORS, TIRE PASTE	61.21
INTERSTATE BATTERIES	BATTERIES	528.62
J & J SMALL ENGINE SERVICE	HYDRO FILTER, OIL, PULLEY IDLER	328.34
JIM HAWK TRUCK TRAILERS	VALVE, CARTRIDGE	266.15
KELLY SUPPLY COMPANY	ELECTRICAL OUTLETS, DISPOSABLE GLOVES	215.12
KRIHA FLUID POWER CO	FITTINGS	89.13

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FLEET MAINTENANCE (CONT'D)

LIBRA SAFETY PRODUCTS	LENS TOWELETTES	48.00
MAC QUEEN EMERGENCY GROUP	DEFLECTOR	32.30
MACQUEEN EQUIPMENT, LLC	MAINBROOM COVER, WATER PUMPS, RADIATOR MOUNT, RADIATOR	3,090.03
MATHESON TRI-GAS INC	WELDING SUPPLIES	381.52
MENARDS	SUPPLIES, BATTERIES, WELDING SUPPLIES, LUMBER, REBAR, CEMENT	691.83
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	149.78
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	189.62
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-3-5	120.27
MPH INDUSTRIES	RADAR REPAIR	128.46
NAPA AUTO PARTS	WRENCH, ROTOR, FILTERS, STARTER, CALIPERS, IDLER ARM, MIRRORS, LAMPS	2,859.07
NEBRASKA IOWA INDUSTRIAL FASTENERS	EYELETS, HEAT SHRINK, DRILL BITS, SOCKETS	1,097.28
OMAHA WINDUSTRIAL	GASKETS, PIPE	209.40
O'REILLY AUTOMOTIVE PARTS	BATTERY TENDERS	145.97
POMP'S TIRE SERVICE, INC	TIRES	1,074.09
POWERPLAN	O-RINGS, GASKETS	54.97
QUALITY TIRES, INC	TIRES FOR MOWERS	212.00
SPARTAN MOTORS USA, INC	CUSHION, DOOR HANDLES, PARTS	1,117.71
STATE STEEL	HOT ROLLED STEEL	703.03
SUPERIOR SIGNALS	AMBER LENS	27.00
SUSPENSION SHOP	SPRING, U-BOLTS, PINS	334.48
SWAN ENGINEERING	SEALS AND WIPERS	274.78
THERMO KING CHRISTENSEN	PARTS TO REBUILD SIREN	468.18
TOOL SHED	CARBIDE BUR FLAME	50.43
TOYNE, INC	STOCKED TAGS, CONNECTORS, TOP MOUNT CONTROL	411.15
TRUCK CENTER COMPANIES	SEAT MOUNT, SPRING, RETAINER, BEARINGS	2,106.60
TURFWERKS	DECK WHEEL, HOSE, SPINDLE MOTORS	2,391.38
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	216.50
WELDON PARTS INC	AIR SPRING	228.09
WESTLAKE ACE HARDWARE	KEY	4.29
		\$ 34,408.02

PLANNING

ANGELA M CURRY	REIMB PER DIEM EXPENSES	334.50
HAMPTON INN	LODGING FOR CONFERENCE	580.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	181.89
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	32.19
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	40.68
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-3-5	8.02
NEBRASKA PLANNING & ZONING ASSOC	NPZA CONFERENCE	295.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-16	155.85
SUBURBAN NEWS ADV	LEGAL ADS	40.03
TAMMI PALM	REIMB PER DIEM EXPENSES	334.50
		\$ 2,002.66

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PERMITS & INSPECTIONS

METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	75.36
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	95.96
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-3-5	10.71
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-16	207.80
RANDY ALBONO	REFUND PRECONNECT PERMIT	500.00
		\$ 889.83

POLICE/CODE ENFORCEMENT

ACTION SIGNS	INSTALL GRAPHICS ON CRUISERS	750.00
AUTO BODY AUTHORITY	REPAIRS TO CRUISER 601	1,466.80
AXON ENTERPRISE, INC	STANDARD TASER CARTRIDGES	5,650.00
BELLEVUE PRINTING COMPANY	CSI EVIDENCE CARDS, CODE ENFORCEMENT FORMS	801.75
BIG RED LOCKSMITHS	OPEN CAR TRUNK	50.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	364.59
CHAD W REED	REIMB FOR PER DIEM EXPENSES	178.50
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR NEW RECRUITS	502.61
CONNER PSYCHOLOGICAL SERVICES PC	PRE EMPLOYMENT PSYCH EVAL	1,095.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	739.23
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-2-23	83.39
CULLIGAN OF OMAHA	BOTTLED WATER	239.05
DON'S PIONEER UNIFORMS	UNIFORMS PER CONTRACT	706.72
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	100.00
ENTERPRISE FM TRUST	DEA LEASE-INV FBN3909228-MAR 2020	521.58
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	10.60
INDOFF	OFFICE SUPPLIES	1,432.23
JACKSON SERVICES, INC	DOOR MAT SERVICE	175.07
JASON MELROSE	REIMB FOR UNIFORM	128.03
L-TRON CORP	CRUISER EQUIPMENT, E-CITATION EQUIPMENT	3,331.39
MENARDS	CLEANING SUPPLIES	165.56
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	854.31
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	1,609.36
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-3-5	195.11
MIDLANDS PRINTING	BUSINESS CARDS	102.00
NEBRASKA LAW ENFORCEMENT TRAINING	CERTIFICATION FEES FOR NEW RECRUITS	150.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-3-16	3,789.36
PETTY CASH - FINANCE	VEHICLE REGISTRATIONS	219.00
POLICE OFFICERS ASSOC OF NEBRASKA	MEMBERSHIP DUES	60.00
SARPY COUNTY SHERIFF'S OFFICE	ANNUAL CONTRIBUTION TO SWAT FUND	2,000.00
SECRETARY OF STATE	RENEW NOTARY LICENSE	30.00
SPRINT	MONTHLY SERVICE	125.22
THE CARD CONNECTION	K9 TRADING CARDS	116.00
THE GPS STORE, INC	GPS FOR CRUISER	599.00
TIM JANDA	REIMB FOR FUEL FOR TRAINING	21.40
TRISTAR RISK ENTERPRISE	WORK COMP-TPA FUNDING-FEB 2020	17,087.19
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	251.90
WESTLAKE ACE HARDWARE	SUPPLIES, CLEANING SUPPLIES	79.66
		\$ 45,781.61

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FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	32.99
AVI SYSTEMS	SYSTEM SUPPORT AGREEMENT TO	1,300.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	32,982.58
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-2-23	576.95
ED M FELD EQUIPMENT CO	COMPRESSOR MAINTENANCE	963.25
GREAT PLAINS UNIFORMS	UNIFORMS	2,279.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	639.35
MATHESON TRI-GAS INC	MEDICAL SUPPLIES	34.99
McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS	MEDICAL SUPPLIES	65.89
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	577.76
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	943.45
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-3-10	4,189.41
PETTY CASH - FINANCE	VEHICLE REGISTRATIONS	16.00
SHRED-IT USA	SHREDDING SERVICE	144.00
TRISTAR RISK ENTERPRISE	WORK COMP-TPA FUNDING-FEB 2020	775.45
ZOLL MEDICAL CORPORATION	FIRE AND RESCUE RMS	3,302.25
		\$ 48,823.32

NON-DEPARTMENTAL/CONTRACTS

BKD & ASSOCIATES, LLP	2019 AUDIT BILLING #4-FINAL	17,500.00
CENTURY LINK	MONTHLY SERVICE-2020-3-1	1,055.79
COX BUSINESS SERVICES	MONTHLY SERVICE-2020-2-23	430.81
CROKER, HUCK, KASHER, DeWITT	SID 197-SERVICES RENDERED	1,223.77
HDR ENGINEERING, INC	SITE PLAN WORKSHOP	3,000.00
HEARTLAND MARKETING & COMMUNICATIONS, INC	COB LOGO DESIGN	1,102.50
LEAGUE OF NEBRASKA MUNICIPALITIES	CONFERENCE MEALS-BLOOD, CRAWFORD	52.00
LOCKTON COMPANIES, LLC	INS PREMIUMS PROP CASUALTY	90,228.00
PM AM CORPORATION	ALARM REGISTRATIONS FEES-FEB 2020	1,672.33
SAM'S CLUB DIRECT	MEMBERSHIP FEE	9.38
TRISTAR RISK MANAGEMENT	WORK COMP-CLAIMS ADMIN FEES-APR TO JUN 2020	3,750.00
		\$120,024.58

INFORMATION TECHNOLOGY

DIVERSIFIED TELECOM SERVICES, INC	INSTALL LED LIGHTS ON JFK TOWER	5,483.76
MNJ TECHNOLOGIES PUBLIC SECTOR	SOFTWARE RENEWAL	7,300.00
MOTOROLA SOLUTIONS, INC	ACCESSORIES	127.02
ONE CALL CONCEPTS	LOCATES	7.69
TESSCO	COMMUNICATION PARTS	133.70
		\$ 13,052.17

WASTEWATER

COX BUSINESS SERVICES	MOONTHLY SERVICE-2020-2-23	83.39
HDR ENGINEERING, INC	LIFT STATION AND FORCE MAIN	4,954.22
MENARDS	ELECTRICAL SUPPLIES, BATTERIES, COUPLERS, CABLES, WATER, CLEANING SUPPLIES	302.61
METLIFE GROUP BENEFITS	LIFE INSURANCE-APR 2020	101.73
METLIFE GROUP BENEFITS	LTD INSURANCE-APR 2020	122.19

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WASTEWATER (CONT'D)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-3-5	624.11
NAPA AUTO PARTS	FILTER, OIL	60.63
OMAHA ELECTRIC SERVICE, INC	INSPECT LIFT STATIONS	1,405.00
SARPY ENVIRONMENTAL SERVICES	MONTHLY FEE 1-15	10.00
THOMPSON PUMP & MANUFACTURING CO	PARTS FOR PUMP	939.94
TRISTAR RISK ENTERPRISE	WORK COMP-TPA FUNDING-FEB 2020	137.84
		<u>\$ 8,741.66</u>

ECONOMIC DEVELOPMENT

GREATER BELLEVUE AREA CHAMBER OF COMMERCE	ECONOMIC DEVELOPMENT CONTRACT	3,000.00
		<u>\$ 3,000.00</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	REIMB CDBG EXPENSES-MAR 8-13	4,284.40
SUBURBAN NEWS ADV	LEGAL AD	38.26
		<u>\$ 4,322.66</u>

TOTAL CLAIMS FOR APRIL 7, 2020 \$812,217.49

TOTAL PAYROLL FOR MARCH 29, 2020 \$958,155.94



7a.
4/7/2020

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

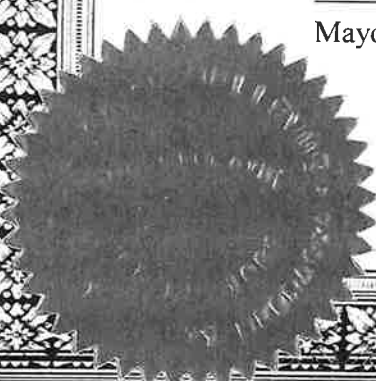
Now, Therefore, I, Rusty Hike, Mayor of the City of Bellevue, do hereby proclaim April 24th, 2020 as

Arbor Day

In the City of Bellevue, Nebraska, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 7th day of April
Mayor _____





*8a.

4/7/2020


City of Bellevue

Office of the Mayor

1500 Wall Street ▪ Bellevue, Nebraska 68005 ▪ (402) 293-3022

MEMORANDUM

TO: Council President Don Preister and Council members

FROM: Mayor Rusty Hike 

DATE: March 26th, 2019

SUBJECT: Appointment to the Tree Board

Please consider the following for appointment to the Tree Board.

Tom Mruz
1010 Virginia St
Bellevue, NE 68005
Term ending April 2024

Craig Kimball
3606 MvKinley
Omaha, NE 68112
Term ending April 2024

Nancy Scott
3103 Marlene Lane
Bellevue, NE 68123
Term ending April 2024

Don Preister (Council Member)
4522 Borman St
Bellevue, NE 6157
Term ending April 2024

Lisa Rybar

From: Don Preister
Sent: Thursday, March 26, 2020 4:36 PM
To: Lisa Rybar
Subject: Re: Tree board appointments

Thank you Lisa,
Yes, it is:

Nancy Scott 3103 Marlene Lane
Bellevue NE 68123
402-578-1504

Don Preister
Bellevue City Council President, Ward 5
Green Bellevue
www.greenbellevue.org
www.facebook.com/Green.Bellevue
don.preister@bellevue.net
402-733-6660

From: Lisa Rybar
Sent: Thursday, March 26, 2020 4:10:54 PM
To: Don Preister
Subject: RE: Tree board appointments

Hi Don, do you happen to have Nancy Scott's address , I am working on the reappointment memo for Mayor Hike to put in the council agenda packets.
Thank you for your help.

Lisa

Lisa Rybar
Executive Assistant
Office of the Mayor
1500 Wall St
Bellevue, NE 68005
402-293-3022

From: Don Preister <Don.Preister@bellevue.net>
Sent: Thursday, March 26, 2020 11:47 AM
To: Rusty Hike <rusty.hike@bellevue.net>
Cc: Jim Ristow <jim.ristow@bellevue.net>; Jim Shada <Jim.Shada@bellevue.net>; Jeff Roberts <Jeff.Roberts@bellevue.net>; Susan Kluthe <Susan.Kluthe@bellevue.net>; Shirley Harbin <Shirley.Harbin@bellevue.net>; Lisa Rybar <Lisa.Rybar@bellevue.net>
Subject: Tree board appointments

Dear Mayor Hike,

I offer appointment recommendations for your consideration to the Bellevue Tree Board, the following 4 candidates:

1. Tom Mruz is a current member ending his first term on the board in April. The other board members and I recommend him for reappointment for the term ending in April 2024.
2. Craig Kimball is ending his second term on the board as a Certified Arborist. The other board members and I recommend him for reappointment for the term ending in April 2024.
3. Nancy Scott has been attending meetings and working with the board for 3 years as a volunteer. She is eager to serve for an appointed term ending in April 2024 that is being vacated by an original board member, David Anson. (After serving 3 terms, David is stepping off, having provided excellent service to the city and trees.) Information about Nancy Scott, David's replacement is below. She is qualified and enthusiastic to serve as a board member. She is supported by all of the current board members and me.
4. Don Preister The current Tree Ordinance provides that a Council Member may be appointed to serve as a representative. I offer myself to you as that board member. I have led the original formation of the board and all planting events, including grant writing and volunteer coordinating since the inception. I have years of experience working with the NE Forest Service and Arborists. If appointed, my term would end in April 2024. The 4 other board positions continue until 2022, as designed to be staggered for appointments. Thank you.

I remain available to assist as needed.

Gratefully In Service,

Don Preister
Bellevue City Council President, Ward 5
Green Bellevue
www.greenbellevue.org
www.facebook.com/Green.Bellevue
don.preister@bellevue.net
402-733-6660

From: nancysgardens@cox.net <nancysgardens@cox.net>

Sent: Thursday, March 26, 2020 11:12 AM

To: Don Preister

Subject: Tree board

Dear Don,

I am honored to be considered for the Bellevue Tree Board.

I have nearly 50 years (47) years experience as a horticulturist, through experience, University courses, and training, five of which were as a licensed arborist and park worker with the City of Lincoln, Nebraska.

I am a board member and education leader with Prairie Pines Nature Preserve in Lincoln, Nebraska and on the board of Green Bellevue. As a Master Gardener, my emphasis has been concerned with education, preserving, and restoring habitat for pollinators. I have co-authored with Nancy Crews, a bilingual children's book, Saving the Monarchs, and illustrated a tree id book, Woody Plants for the Central and Northern Prairies, by Bagley and Sutton (2002, Blackburn Press). I am also a Certified Nebraska Nurseryman and active with Nebraska Nursery and Landscape Association.

I believe my enthusiasm, knowledge, and experience make me a good candidate for board member of the Bellevue Tree Board.

Nancy Scott

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

10a.
4/7/2020

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application for new Manager for SIP LLC dba "Super Store" to sell beer, wine, and distilled spirits at 7613 S. 36th Street, Bellevue

SYNOPSIS/BACKGROUND:

SIP LLC dba "Super Store" would like recommendation to approve Linda Spaulding as a new Manager to sell beer, wine, and distilled spirits, On Sale Only at 7613 S. 36th St., Bellevue. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk sends application to be reviewed by the Police and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend approval of application for Linda Spaulding as the new Manager at 7613 S. 36th St., Bellevue

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

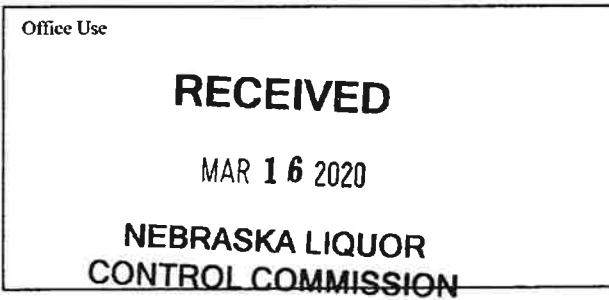
FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bree Roblins
[Signature]

**MANAGER APPLICATION
INSERT - FORM 3c**

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



MUST BE:

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

Corporation/LLC information

Name of Corporation/LLC: Sip LLC

Premise information

Liquor License Number: 38087 Class Type D (if new application leave blank)

Premise Trade Name/DBA: Super Store

Premise Street Address: 7613 S. 36th St

City: Belleve County: Sarpy Zip Code: 68147

Premise Phone Number: 402-733-3541

Premise Email address: Superstore2web@yahoo.com

The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information [here](#).


SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER
(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Spaulding First Name: Linda MI: M
 Home Address: 3518 Fairway Dr
 City: Plattsmouth County: Cass Zip Code: 68048
 Home Phone Number: 402-298-8077
 Driver's License Number & State: _____
 Social Security Number: _____
 Date Of Birth: _____ Place Of Birth: St Paul Mo
 Email address: Superstone2arb@yahoo.com

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

YES NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____
 Social Security Number: _____
 Driver's License Number & State: _____
 Date Of Birth: _____ Place Of Birth: _____

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Plattsmouth Ne</u>	<u>2000</u>	<u>present</u>			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	present	Super Shore	self	402-733-3541
1987	2007	Info USA	Shirley Ciminski	don't know

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

IF YES, list the name of the premise(s):

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

YES NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Linda Spaulding		Cashier since 2007 Superstore

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Linda Spaulding	2007 - present	Superstore 7613 S. 36 th St Bellevue WA 98017

5. Have you enclosed form 147 regarding fingerprints?

YES NO had them taken to be forwarded to LCC.

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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

[Signature] _____ Signature of Manager Applicant
_____ Signature of Spouse

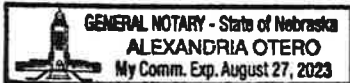
ACKNOWLEDGEMENT

State of Nebraska
County of Sarpy The foregoing instrument was acknowledged before me this

03.12.2020 date by Linda Spaulding
NAME OF PERSON BEING ACKNOWLEDGED

[Signature]
Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.

**PRIVACY ACT STATEMENT/
SUBMISSION OF FINGERPRINTS /
PAYMENT OF FEES TO NSP-CID**

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



THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/nsp
Or a check made payable to **NSP** can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a **Liquor License**
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521

- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

Trade Name: Superstore

Name of Person Bring Fingerprinted: Linda Spaulding

Date of Birth: _____ Last 4 SSN: _____, Date fingerprints were taken: 2-20-2020

Location where fingerprints were taken: NSP Omaha

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # 15763

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES

Linda Spaulding
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

**APPLICATION FOR MANAGER OF LIQUOR
LICENSE
POLICE REPORT**

DATE OF COUNCIL MEETING: 04/07/20 Due to City Clerk: 04/01/20 by noon

APPLICANT: SIP LLC dba "Super Store"

LOCATION/ADDRESS: 7613 S. 36th Street, Bellevue, NE 68147

REQUESTED ACTION: Recommendation for approval of Linda M. Spaulding
as Manager of the Class D liquor license for SIP LLC "Super Store" in Bellevue

INDIVIDUALS TO BE CHECKED:

<u>Name & Address</u>	<u>D.O.B.</u>	<u>S.S.N.</u>
<u>Linda M. Spaulding</u> <u>3518 Fairway Drive, Plattsmouth NE 68048</u>		

COMMENTS:

Approved 3-26-20
Capt [Signature]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

4/7/2020
12a.

COUNCIL MEETING DATE: 03/17/20		SUBMITTED BY: Tammi Palm, Planning Manager	
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 amend Section 5.26, City of Bellevue Zoning Ordinance, regarding indoor and outdoor recreational facilities as a permitted use in the FX zoning district. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Staff is recommending Section 5.26, FX zoning district, be amended to allow for indoor and outdoor recreational facilities as a permitted use. Indoor and outdoor recreational facilities are currently permitted uses in the BG, BGH, and ML zoning districts. This amendment would provide for consistency in the zoning ordinance.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Staff and the Planning Commission are recommending approval of this text amendment as presented.

ATTACHMENTS:

1. PC Recommendation sheet
2. Staff Memo
3. Ordinance
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 7, 2020

REQUEST: to amend Section 5.26, City of Bellevue Zoning Ordinance, regarding indoor and outdoor recreational facilities as a permitted use in the FX Zoning District.

APPROVAL of the text amendment as presented.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Casey						Perrin
	Cain						Cutsforth
	Aerni						
	Ritz						
	Ackley						
	Hankins						
	Jacobson						

Planning Commission Hearing (s) was held on: February 27, 2020



City of Bellevue
Planning Department
1510 Wall Street • Bellevue, Nebraska 68005
(402) 293-3026

MEMORANDUM

TO: City Council
Mayor Hike
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: February 28, 2020

RE: Amendment to Section 5.26 regarding permitted uses

The City of Bellevue is proposing an amendment to the Zoning Ordinance to add Indoor and Outdoor Recreational Facilities as a permitted use in the FX (Flex Space) Zoning District. The BG (General Business), BGH (Heavy General Business), BGM (Metropolitan General Business) and ML (Light Manufacturing) Zoning Districts have language which allows for indoor and outdoor recreational facilities as a permitted use.

As such, staff is recommending the following amendment to Section 5.26:

Section 5.26 FX Flex Space District

5.26.01 Intent: This zone provides for a variety of commercial, retail, and industrial uses. The flex space district is designed to accommodate both traditional and modern businesses and industries by having regulations that are adaptive and more responsive to market trends and conditions. Such uses may include retail, service, public, and light industrial.

5.26.02 Permitted Uses:

The following principal uses are permitted in the FX District.

1. Building materials yards with enclosed and screened storage areas.
2. Business parks and services.
3. Call center.
4. Car wash.
5. Commercial parking lots.
6. Commercial recreation facilities, indoor and outdoor.
7. Construction and contractor storage yards.
8. Convenience store with limited fuel sales.
9. Facilities for building construction contractors.

10. Garden supply and retail garden center.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Highway maintenance yards or buildings.
14. Laboratories.
15. Landscape and horticultural services.
16. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
17. Logistical center.
18. Lumber and other building materials dealer
19. Manufacture and assembly of electrical and electronic appliances.
20. Manufacture of light sheet metal products including heating and ventilation equipment.
21. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
22. Parks and recreation.
23. Printing and publishing business.
24. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
25. Railroad through and spur tracks.
26. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses
27. Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
 - A. Antique store
 - B. Automobile parts and supply store
 - C. Bicycle shop
 - D. Communication services
 - E. Dairy products sales
 - F. Dance studios, not including those classified under Sexually Oriented Business
 - G. Dry cleaning and laundry pickup
 - H. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
 - I. Furniture store or showroom
 - J. Gunsmith
 - K. Hardware store
 - L. Health Clubs, exercise, fitness and tanning salons, not including uses defined under Sexually Oriented Business
 - M. Hobby and craft store
 - N. Locksmith
 - O. Outlet retail store
 - P. Paint store
 - Q. Pet shop, provided that all facilities are fully enclosed.
 - R. Second hand stores
 - S. Social club and fraternal organizations, not including uses defined under Sexually Oriented Business

- T. Telephone answering service
 - U. Telephone exchange
28. Self-service storage facilities, provided they meet the following restrictions:
- A. Lot Standards: All space limits as specified in the FX Zone shall be followed.
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 - Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
 - Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive lane width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
 - I. Special and vocational educational and training facilities.
29. Stone and monument work.
30. Totally enclosed, automated and conveyor-style car washes.
31. Toy and sporting goods store.
32. Veterinarian services or animal hospitals.
33. Warehouses and wholesale businesses.

5.26.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the FX District as recommended by the Planning Commission and approved by the City Council.

- 1. Amusement parks.
- 2. Auction Sales.
- 3. Automotive rental / leasing and other heavy equipment rental.
- 4. Automotive sales and repair service, including recreational vehicles such as boats and campers
- 5. Bowling center.
- 6. Cabinetry millwork

7. Commercial greenhouse.
8. Construction and heavy equipment sales and service.
9. Farm implement sales and service.
10. Fertilizer transmission lines.
11. Home Improvement Center, provided that the following minimum standards are present:
 - A. All lumber shall be enclosed with the primary structure.
 - B. All year round landscaping materials shall be enclosed within the primary structure.
12. Hotels and Motels
13. Kennels and stables
14. Live-in quarters used by live-in watchman or custodians during periods of construction or when necessary as an accessory to permitted use
15. Mail order services.
16. Micro breweries and brew pubs.
17. Outdoor storage, subject to the following requirements:
 - A. A landscape buffer shall be provided subject to the approval of the zoning administrator.
 - B. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street
 - C. All outdoor storage areas shall be screened by a fence or wall or a combination of both, and shall be located to the rear of the landscape buffer.
18. Radio, television and communication towers and transmitters, as per Section 8.05.
19. Recreational establishments.
20. Recycling collection and processing facilities, both public and private.
21. Research facilities.
22. Truck Stops.
23. Utility substations, terminal facilities, and reservoirs.

5.26.04 Permitted Accessory Uses:

1. Accessory uses for commercial or light industrial (flex) development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section 8.09.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.26.05 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard

setback is a minimum of 50 feet.

5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 75percent.

5.26.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section 8.11.
5. All landscaping shall be in conformance with Article 9.
5. When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within 15 feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Article 9.
7. No outdoor storage is permitted, except
 - A. The display of new merchandise for sale to the public
 - B. Unless specifically permitted within this Section
1. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.
2. No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling.
3. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
4. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the proposed amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL of the proposed amendment as presented

ORDINANCE NO. 3990

AN ORDINANCE TO AMEND SECTION 5.26, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO INDOOR AND OUTDOOR RECREATIONAL FACILITIES AS A PERMITTED USE IN THE FX FLEX SPACE ZONING DISTRICT; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 5.26 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.26 FX Flex Space District

5.26.01 Intent: This zone provides for a variety of commercial, retail, and industrial uses. The flex space district is designed to accommodate both traditional and modern businesses and industries by having regulations that are adaptive and more responsive to market trends and conditions. Such uses may include retail, service, public, and light industrial.

5.26.02 Permitted Uses:

The following principal uses are permitted in the FX District.

1. Building materials yards with enclosed and screened storage areas.
2. Business parks and services.
3. Call center.
4. Car wash.
5. Commercial parking lots.
6. Commercial recreation facilities, indoor and outdoor.
7. Construction and contractor storage yards.
8. Convenience store with limited fuel sales.
9. Facilities for building construction contractors.
10. Garden supply and retail garden center.
11. Gasoline stations.
12. Governmental services – administrative facilities.
13. Highway maintenance yards or buildings.
14. Laboratories.
15. Landscape and horticultural services.
16. Light manufacturing; assembly, fabrication and processing of products inside an enclosed building, except hazardous or combustible materials.
17. Logistical center.
18. Lumber and other building materials dealer
19. Manufacture and assembly of electrical and electronic appliances.
20. Manufacture of light sheet metal products including heating and ventilation equipment.
21. Manufacturing, compounding, processing, packaging, or treatment of articles or merchandise from previously prepared materials.
22. Parks and recreation.
23. Printing and publishing business.
24. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
25. Railroad through and spur tracks.
26. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
27. Retail business or service establishment supplying commodities or performing services, such as, or in compatibility with and including the following:
 - A. Antique store
 - B. Automobile parts and supply store
 - C. Bicycle shop
 - D. Communication services

- E. Dairy products sales
 - F. Dance studios, not including those classified under Sexually Oriented Business
 - G. Dry cleaning and laundry pickup
 - H. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
 - I. Furniture store or showroom
 - J. Gunsmith
 - K. Hardware store
 - L. Health Clubs, exercise, fitness and tanning salons, not including uses defined under Sexually Oriented Business
 - M. Hobby and craft store
 - N. Locksmith
 - O. Outlet retail store
 - P. Paint store
 - Q. Pet shop, provided that all facilities are fully enclosed.
 - R. Second hand stores
 - S. Social club and fraternal organizations, not including uses defined under Sexually Oriented Business
 - T. Telephone answering service
 - U. Telephone exchange
28. Self-service storage facilities, provided they meet the following restrictions:
- A. Lot Standards: All space limits as specified in the FX Zone shall be followed.
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide access from one storage bay to another.
 - D. Storage Restrictions: All storage on the site must be within enclosed buildings. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading:
 Parking: Two parking spaces shall be provided at the rental office of 1.5 parking spaces per employee, whichever is greater.
 Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive lane width shall be twenty-four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director.
 - I. Special and vocational educational and training facilities.
29. Stone and monument work.
30. Totally enclosed, automated and conveyer-style car washes.
31. Toy and sporting goods store.
32. Veterinarian services or animal hospitals.
33. Warehouses and wholesale businesses.

5.26.03 Conditional Uses:

The following uses are subject to any conditions listed in this Ordinance and are subject to other conditions relating to the placement of said use on a specific tract of ground in the FX District as recommended by the Planning Commission and approved by the City Council.

- 1. Amusement parks.
- 2. Auction Sales.
- 3. Automotive rental / leasing and other heavy equipment rental.
- 4. Automotive sales and repair service, including recreational vehicles such as boats and campers
- 5. Bowling center.
- 6. Cabinetry millwork
- 7. Commercial greenhouse.
- 8. Construction and heavy equipment sales and service.
- 9. Farm implement sales and service.

10. Fertilizer transmission lines.
11. Home Improvement Center, provided that the following minimum standards are present:
 - A. All lumber shall be enclosed with the primary structure.
 - B. All year round landscaping materials shall be enclosed within the primary structure.
12. Hotels and Motels
13. Kennels and stables
14. Live-in quarters used by live-in watchman or custodians during periods of construction or when necessary as an accessory to permitted use
15. Mail order services.
16. Micro-breweries and brew pubs.
17. Outdoor storage, subject to the following requirements:
 - A. A landscape buffer shall be provided subject to the approval of the zoning administrator.
 - B. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street
 - C. All outdoor storage areas shall be screened by a fence or wall or a combination of both, and shall be located to the rear of the landscape buffer.
18. Radio, television and communication towers and transmitters, as per Section 8.05.
19. Recreational establishments.
20. Recycling collection and processing facilities, both public and private.
21. Research facilities.
22. Truck Stops.
23. Utility substations, terminal facilities, and reservoirs.

5.26.04 Permitted Accessory Uses:

1. Accessory uses for commercial or light industrial (flex) development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section 8.09.
3. Temporary buildings and uses incidental to construction work that will be removed upon completion or abandonment of the construction work.

5.26.05 Space Limits:

1. Minimum lot area for business or industry: 10,000 square feet.
2. Minimum width of lot: 50 feet.
3. Maximum building height: No restriction except as limited by gross floor area ratio and by any restrictions which may be imposed by virtue of aircraft approach and turning zone height restrictions.
4. Minimum front yard: 20 feet front yard setback required only when no parking is present in the front yard. If parking is located in the front yard then front yard setback is a minimum of 50 feet.
5. Minimum rear yard: None.
6. Minimum side yard: None.
7. Minimum side yard on street side of corner: 10 feet.
8. Maximum gross floor area ratio: 1.0
9. Maximum ground coverage: 75percent.

5.26.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section 8.11.
5. All landscaping shall be in conformance with Article 9.
5. When adjacent to residentially zoned land, no parking, drives or signs shall be allowed in any required yard within 15 feet of such district. Furthermore, permanent screening shall be provided in this area in order to minimize impacts on residentially zoned property, as per Article 9.
7. No outdoor storage is permitted, except
 - A. The display of new merchandise for sale to the public
 - B. Unless specifically permitted within this Section
1. Exterior lighting fixtures shall be shaded so that no direct light is cast upon any residential property and so that no glare is visible to any traffic on any public street.

2. No use shall produce a nuisance or hazard from fire, explosion, toxic or corrosive fumes, gas, smoke, odors, obnoxious dust or vapor, harmful radioactivity, offensive noise or vibration, flashes, objectionable effluent, or electrical interference which may affect or impair the normal use and peaceful enjoyment of any surrounding property, structure, or dwelling.
3. Height and minimum lot requirements of accessory buildings are considered same as their associated permitted or conditional use.
4. Performance standards shall conform to Section 8.07 of the Supplemental Regulations.

Section 2. That Section 5.26 of Ordinance No. 3619, the Bellevue Zoning Ordinance, as heretofore existing is hereby repealed.

Section 3. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2020.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 03/17/2020

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

4/7/2020
12b.

COUNCIL MEETING DATE: 03/17/20		SUBMITTED BY: Tammi Palm, Planning Manager	
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 amend Sections 5.24 and 8.03, City of Bellevue Zoning Ordinance, to allow for the parking of semi-trailers, tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length, as a conditional use permit in the BGH Zoning District.
Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Staff is requesting a text amendment to allow for the parking of larger semi-trailers, tractors, or trucks as a conditional use permit in the Heavy General Business (BGH) zoning district. As a conditional use permit, requests would have to go through the public hearing process and be approved by the City Council.

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:

Staff is recommending approval of this amendment. The Planning Commission recommended approval, to include language regarding vehicles being in operable condition, as well as the addition of landscaping and screening.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Rablins

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 7, 2020

REQUEST: to amend Sections 5.24 and 8.03, City of Bellevue Zoning Ordinance, to allow for the parking of semi-trailers, tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length, as a conditional use permit in the BGH Zoning district.

APPROVAL of a request to amend Sections 5.24 and 8.03, City of Bellevue Zoning Ordinance, to allow for the parking of semi-trailers, tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length, as a conditional use permit in the BGH Zoning district and including an amendment regarding all vehicles must be in operable condition, and including language that landscaping and fencing be required.

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Casey						Perrin
	Cain						Cutsforth
	Aerni						
	Ritz						
	Ackley						
	Hankins						
	Jacobson						

Planning Commission Hearing (s) was held on: February 27, 2020



City of Bellevue

Planning Department
1510 Wall Street • Bellevue, Nebraska 68005
(402) 293-3026

MEMORANDUM

TO: City Council
Mayor Hike
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: February 28, 2020

RE: Amendment to Sections 5.24 and 8.03 regarding conditional uses

The City of Bellevue is proposing to amend the BGH (Heavy General Business) Zoning District, Section 5.24.03 and Article 8 (Supplemental Regulations) Section 8.03.07 regarding parking of oversized vehicles. The BGH zoning district allows for the sale of automobile, truck, tractor, construction equipment, boat, trailer, and farm machinery. Additionally, commercial parking lots are permitted. Currently, Section 8.03.07 prohibits the parking of semi-trailers, tractors, truck-tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length. Based on the permitted uses of the BGH Zoning District, staff believes it is suitable to allow for the parking of oversized semi-trailers, tractors, truck-tractors as a conditional use in the BGH zoning district. The Planning Commission recommended including language that all vehicles must be in operable condition and that landscaping and fencing be required.

As such, staff is proposing to amend Sections 5.24.03 and 8.03.07 as follows:

Section 5.24 BGH Heavy General Business District

5.24.01 Intent. This zone is designed to provide for the widest range of retail and service establishments short of actual industrial operations.

5.24.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to large box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.

- D. Apparel store, tailor shops, dressmaker.
- E. Art gallery.
- F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
- G. Automobile parts and supply store.
- H. Automobile rental store.
- I. Automotive (light) repair services.
- J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
- K. Bank, Savings and Loan Association.
- L. Barber, beauty shops.
- M. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
- N. Book store.
- O. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
- P. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
- Q. Car wash.
- R. Child care center.
- S. Commercial parking lots.
- T. Convenient store with limited fuel sales.
- U. Dairy products sales.
- V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
- W. Dental clinic.
- X. Drug or drug-variety store.
- Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loud speaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.
- Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two delivery vehicle outside operation.
- AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
- BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
- CC. Dry goods store.
- DD. Exercise, Fitness, and Tanning Spa. (*Ord. No. 3911, September 10, 2018*)
- EE. Feed and seed store.

- FF. Florist shop.
- GG. Frame shop.
- HH. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking or smoking on the premises.
- II. Furniture and antique homes and stores including used furniture store.
- JJ. Furniture (specialty) shops.
- KK. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
- LL. Garden supply, commercial greenhouses, nursery stock sales yards.
- MM. Gasoline stations.
- NN. General office uses. *(Ord. No. 3984, December 3, 2019)*
- OO. Gift and card shop.
- PP. Grocery, supermarket.
- QQ. Gunsmith.
- RR. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- SS. Hobby and craft store.
- TT. Interior design firm.
- UU. Jewelry store.
- VV. Laundry (self-service automatic) of not more than 30 washing units.
- WW. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. *(Ord. No. 3899, February 12, 2018)*
- XX. Liquor stores.
- YY. Loan office.
- ZZ. Locksmith.
- AAA. Machine sales and service (stationery and office)
- BBB. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
- CCC. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
- DDD. Medical clinics.
- EEE. Micro breweries and brew pubs.
- FFF. Music store, music studio.
- GGG. News and tobacco store.
- HHH. Outlet retail store.
- III. Paint, wallpaper, drapery and floor covering store.
- JJJ. Pawn shops.
- KKK. Pet shop, provided that all facilities are fully enclosed.
- LLL. Photographer, artist, photo finishing, and camera store.
- MMM. Printing job, when mechanical operation is not visible from a street and employing not over 15 persons engaged in operating digital printing equipment, and may be incidental to other uses permitted hereunder. *(Ord. No. 3984, December 3, 2019)*
- NNN. Real estate sales office.

- OOO. Restaurant (Drive-in or fast food).
- PPP. Restaurant (Entertainment).
- QQQ. Restaurant (General).
- RRR. Restaurant (Limited).
- SSS. Second hand stores.
- TTT. Shoe repair shop.
- UUU. Shoe store.
- VVV. Social club and fraternal organizations, not including uses defined under sexually oriented business.
- WWW. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
- XXX. Telephone answering service.
- YYY. Telephone exchange.
- ZZZ. Television, radio and small appliance repair.
- AAAA. Toy and sporting goods store.
- BBBB. Upholstery shops.
- CCCC. Variety store.

(Ord. No. 3716, April 22, 2013)

- 2. Automobile sales – New and used automobile, truck , tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
- 3. Call center.
- 4. Educational Institutions, Business, and Commercial Schools (post secondary) provided they meet the following conditions:
 - A. Lot Standards: All space limits as specified in the BG zone shall be met.
 - B. Site Plan: Each application shall provide a detailed site plan as required by the Planning Director.
- 5. Governmental Services – Administrative Facilities.
- 6. Governmental Services – Maintenance and Service Facilities.
- 7. Logistical center.
- 8. Mixed commercial – Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
- 9. Mortuaries, funeral homes and funeral chapels.
- 10. Motel, Hotel.
- 11. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
- 12. Radio and television stations, except transmission towers over 35 feet high.
- 13. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
- 14. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
- 15. Theater other than drive-in.
- 16. Wholesale stores, but not establishments operated primarily as a warehouse. A wholesale store shall be distinguished from a warehouse if there is one square foot

of office, sales and display space for each square foot of warehousing space, and the building is so arranged as to encourage walk-in trade.

5.24.03

Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Self-storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the BGH Zone shall be followed, however, the maximum height for any structure within the facility shall be twenty (20) feet.
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may be open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide fire access from one storage bay to another.
 - D. Storage Restrictions: all storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading: Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee whichever is greater. Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive lane width shall be twenty four (24) feet.
 - G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
 - H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. (*Ord. No. 3888, Dec. 11, 2017*)
4. Indoor Firing Range (*Ord. No. 3698, Feb. 11, 2013*)
5. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition, provided the following conditions are met:
 - A. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required bufferyards.
6. The parking of semi-trailers, tractors, truck-tractors, or any truck, in operable condition, exceeding eight (8) feet in width or twenty-one (21) feet in length may

be allowed when not utilizing required parking as defined in Section 8 of the zoning ordinances. If necessary, trucks will be measured bumper to bumper, including overhangs and attachments such as trailer hitches and side mirrors. The following conditions must also be met:

A. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue's Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director or Designee. All fencing shall be located on the interior side of the required bufferyards.

5.24.04 Permitted Accessory Uses:

1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
2. Residential and small wind energy systems, subject to Section 8.09.

5.24.05 Space Limits:

1. Minimum lot area for business: None.
2. Minimum width of lot: None for business.
3. Maximum height of building: 55 feet.
4. Minimum front yard: None for business.
5. Minimum rear yard: None for business.
6. Minimum side yard: None for business.
7. Minimum side yard on street side of corner: None for business.
8. Maximum gross floor area ratio: 6.0.
9. Maximum ground coverage: 100 percent for business or mixed business.

5.24.06 Miscellaneous Provisions:

1. Off-street parking and loading shall be provided for all uses established in this zone.
2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
3. All signage shall be in conformance with Article 7.
4. All buildings shall conform to building design regulations in Section 8.11.
5. All landscaping shall conform with Article 9.

ARTICLE 8 SUPPLEMENTAL REGULATIONS

8.03.07 Except in the AG, FX, ML, and MH zoning district, parking of semi-trailers, tractors, truck-tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length shall be ~~strictly~~ prohibited. **Parking of semi-trailers, tractors, truck-tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length may be allowed in BGH zoning districts by conditional use permit.** If necessary, trucks will be measured bumper to bumper, including overhangs and attachments such as trailer hitches and side mirrors.

PLANNING DEPARTMENT RECOMMENDATION:

APPROVAL of the amendment as presented.

PLANNING COMMISSION RECOMMENDATION:

APPROVAL as a conditional use permit in the BGH Zoning district and including an amendment regarding all vehicles must be in operable condition and including language that landscaping and fencing be required.

ORDINANCE NO. 3991

AN ORDINANCE TO AMEND SECTIONS 5.24 AND 8.03, ORDINANCE NO. 3619, BELLEVUE ZONING ORDINANCE, RELATING TO PARKING OF OVERSIZED VEHICLES IN THE BGH HEAVY GENERAL BUSINESS ZONING DISTRICT AS A CONDITIONAL USE, AND ARTICLE 8 SUPPLEMENTAL REGULATIONS, RELATING TO PARKING OF OVERSIZED VEHICLES; TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; TO PROVIDE AN EFFECTIVE DATE OF THE ORDINANCE; AND TO PROVIDE FOR THE PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM.

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

Section 1. That Section 5.24 of Ordinance No. 3619 is hereby amended to read as follows:

Section 5.24 BGH Heavy General Business District

5.24.01 Intent. This zone is designed to provide for the widest range of retail and service establishments short of actual industrial operations.

5.24.02 Permitted Uses:

1. Retail and service stores and offices of the following types ranging from small stores to large box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure:
 - A. Animal hospital.
 - B. Animal specialty services.
 - C. Antique Store.
 - D. Apparel store, tailor shops, dressmaker.
 - E. Art gallery.
 - F. Automatic vending structures when located on that portion of a lot on which a principal building is permitted.
 - G. Automobile parts and supply store.
 - H. Automobile rental store.
 - I. Automotive (light) repair services.
 - J. Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery.
 - K. Bank, Savings and Loan Association.
 - L. Barber, beauty shops.
 - M. Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles.
 - N. Book store.
 - O. Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddy parks, skating rinks.
 - P. Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery.
 - Q. Car wash.
 - R. Child care center.
 - S. Commercial parking lots.
 - T. Convenient store with limited fuel sales.
 - U. Dairy products sales.
 - V. Dancing studios and schools including group instruction, not including those classified under sexually oriented business.
 - W. Dental clinic.
 - X. Drug or drug-variety store.
 - Y. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side;

that no music or loud speaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes.

- Z. Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two delivery vehicle outside operation.
- AA. Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units.
- BB. Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein.
- CC. Dry goods store.
- DD. Exercise, Fitness, and Tanning Spa. (**Ord. No. 3911, September 10, 2018**)
- EE. Feed and seed store.
- FF. Florist shop.
- GG. Frame shop.
- HH. Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking or smoking on the premises.
- II. Furniture and antique homes and stores including used furniture store.
- JJ. Furniture (specialty) shops.
- KK. Garages for the storage of automobiles, but not including major repair, body and fender work or painting.
- LL. Garden supply, commercial greenhouses, nursery stock sales yards.
- MM. Gasoline stations.
- NN. General office uses. (**Ord. No. 3984, December 3, 2019**)
- OO. Gift and card shop.
- PP. Grocery, supermarket.
- QQ. Gunsmith.
- RR. Hardware and appliance store and small tool rental when incidental to a hardware or other business.
- SS. Hobby and craft store.
- TT. Interior design firm.
- UU. Jewelry store.
- VV. Laundry (self-service automatic) of not more than 30 washing units.
- WW. Laundry (self-service automatic) of not more than 50 washing units, provided two loading and unloading spaces are provided. (**Ord. No. 3899, February 12, 2018**)
- XX. Liquor stores.
- YY. Loan office.
- ZZ. Locksmith.
- AAA. Machine sales and service (stationery and office)
- BBB. Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture.
- CCC. Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises.
- DDD. Medical clinics.
- EEE. Micro-breweries and brew pubs.
- FFF. Music store, music studio.
- GGG. News and tobacco store.
- HHH. Outlet retail store.
- III. Paint, wallpaper, drapery and floor covering store.
- JJJ. Pawn shops.
- KKK. Pet shop, provided that all facilities are fully enclosed.
- LLL. Photographer, artist, photo finishing, and camera store.
- MMM. Printing job, when mechanical operation is not visible from a street and employing not over 15 persons engaged in operating digital printing equipment, and may be incidental to other uses permitted hereunder. (**Ord. No. 3984, December 3, 2019**)
- NNN. Real estate sales office.
- OOO. Restaurant (Drive-in or fast food).
- PPP. Restaurant (Entertainment).
- QQQ. Restaurant (General).
- RRR. Restaurant (Limited).
- SSS. Second hand stores.

- TTT. Shoe repair shop.
 - UUU. Shoe store.
 - VVV. Social club and fraternal organizations, not including uses defined under sexually oriented business.
 - WWW. Tavern, cocktail lounge, club operated as a tavern or cocktail lounge.
 - XXX. Telephone answering service.
 - YYY. Telephone exchange.
 - ZZZ. Television, radio and small appliance repair.
 - AAAA. Toy and sporting goods store.
 - BBBB. Upholstery shops.
 - CCCC. Variety store. (*Ord. No. 3716, April 22, 2013*)
2. Automobile sales – New and used automobile, truck , tractor, construction equipment, boat, trailer and farm machinery sales rooms and lots, but excluding the storage of vehicles, boats, trailers, or machinery not in operable condition or in the process of salvage, or the major parts thereof.
 3. Call center.
 4. Educational Institutions, Business, and Commercial Schools (post-secondary) provided they meet the following conditions:
 - A. Lot Standards: All space limits as specified in the BG zone shall be met.
 - B. Site Plan: Each application shall provide a detailed site plan as required by the Planning Director.
 5. Governmental Services – Administrative Facilities.
 6. Governmental Services – Maintenance and Service Facilities.
 7. Logistical center.
 8. Mixed commercial – Combination display store, office, warehouse, and fabrication shop for electrical, plumbing, heating and refrigeration contractors, and automobile supply house with minor overhaul and machining of parts.
 9. Mortuaries, funeral homes and funeral chapels.
 10. Motel, Hotel.
 11. Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.
 12. Radio and television stations, except transmission towers over 35 feet high.
 13. Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities.
 14. Recreational Facilities (Indoor and Outdoor), with the exception of golf courses.
 15. Theater other than drive-in.
 16. Wholesale stores, but not establishments operated primarily as a warehouse. A wholesale store shall be distinguished from a warehouse if there is one square foot of office, sales and display space for each square foot of warehousing space, and the building is so arranged as to encourage walk-in trade.

5.24.03 Conditional Uses:

1. Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature when located in a business building or on the same lot as a business building.
2. Communication Towers meeting the requirements as set forth in Section 8.05.
3. Self-storage facilities, provided they meet the following restrictions:
 - A. Lot Standards: All space limits as specified in the BGH Zone shall be followed, however, the maximum height for any structure within the facility shall be twenty (20) feet.
 - B. Limitation of Activities: No activity other than the rental of storage space and the administration of the facility shall be permitted.
 - C. Access to Buildings: No storage building may be open into required side or rear yards, if the site directly abuts a residential zoning district. Individual storage bays shall not be interconnected by interior doors or other interior means which would provide fire access from one storage bay to another.
 - D. Storage Restrictions: all storage on the site must be within enclosed buildings, with the exception of automobiles, boats, and recreational vehicles in operable condition. The storage of hazardous materials on the site is prohibited.
 - E. Parking/Loading: Parking: Two parking spaces shall be provided at the rental office or 1.5 parking spaces per employee whichever is greater.
Loading: Loading docks shall be prohibited, all loading areas shall be at the same elevation as the floor elevation of the individual storage bay.
 - F. Drive Lanes: Minimum drive lane width shall be twenty four (24) feet.

- G. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue’s Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director. All fencing shall be located on the interior side of the required buffer yards.
- H. Site Plan: Each application for a self-storage facility shall provide a detailed site plan as required by the Planning Director. *(Ord. No. 3888, Dec. 11, 2017)*
- 4. Indoor Firing Range *(Ord. No. 3698, Feb. 11, 2013)*
- 5. Outdoor storage of automobiles, boats, and recreational vehicles in operable condition, provided the following conditions are met:
 - A. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue’s Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director or Designee. All fencing shall be located on the interior side of the required buffer yards.
- 6. The parking of semi-trailers, tractors, truck-tractors, or any truck in operable condition exceeding eight (8) feet in width or twenty-one (21) feet in length may be allowed when not utilizing required parking as defined in Section 8 of the zoning ordinances. If necessary, trucks will be measured bumper to bumper, including overhangs and attachments such as trailer hitches and side mirrors.
 - A. Landscaping/Fencing: Landscaping shall be provided in accordance with the City of Bellevue’s Landscape Ordinance. In addition, the perimeter of each facility shall be fully enclosed by fencing or screening walls, as approved by the Planning Director or Designee. All fencing shall be located on the interior side of the required buffer yards.

5.24.04 Permitted Accessory Uses:

- 1. Accessory uses for commercial development shall include those normally appurtenant to such development, except as further specified herein.
- 2. Residential and small wind energy systems, subject to Section 8.09.

5.24.05 Space Limits:

- 1. Minimum lot area for business: None.
- 2. Minimum width of lot: None for business.
- 3. Maximum height of building: 55 feet.
- 4. Minimum front yard: None for business.
- 5. Minimum rear yard: None for business.
- 6. Minimum side yard: None for business.
- 7. Minimum side yard on street side of corner: None for business.
- 8. Maximum gross floor area ratio: 6.0.
- 9. Maximum ground coverage: 100 percent for business or mixed business.

5.24.06 Miscellaneous Provisions:

- 1. Off-street parking and loading shall be provided for all uses established in this zone.
- 2. All parking and storage of vehicles, boats, campers and trailers shall be in conformance with Sections 8.01-8.03.
- 3. All signage shall be in conformance with Article 7.
- 4. All buildings shall conform to building design regulations in Section 8.11.
- 5. All landscaping shall conform with Article 9.

Section 2. That Section 8.03 of Ordinance No. 3619 is hereby amended to read as follows:

Section 8.03 Off-Street Parking and Loading

- 8.03.01 PURPOSE. All buildings, structures, and uses of land shall provide off-street parking and loading space in an amount sufficient to meet the needs caused by the building or use of land and such parking and loading spaces shall be so oriented that they are in fact readily usable for such purpose. Because of the pedestrian orientation of the core of the central business district it is intended that parking be provided at the periphery of the core.
- 8.03.02 Each use of land and each building or structure hereafter constructed or established, and each addition to a structure, shall provide off-street parking and loading according to the standards set forth herein. When an addition is made to a building which is nonconforming as to parking or loading, a conforming amount of parking shall be supplied based upon the size of the addition. Parking spaces shall also be provided in accordance with the Americans with Disabilities Act and the Nebraska Accessibility Guidelines.

8.03.03 No addition to an existing building shall be constructed which reduces the number of spaces, area, or usability of existing parking or lading space unless such building and its addition, conform with the regulations for parking and loading contained herein. Contractual agreements may be made between uses which generate parking demand at different times in such a manner that the requirements of more than one use may be met by the same space provided the parking demand for each such use involved is in fact met.

8.03.04 Except as otherwise provided, all off-street parking and loading spaces (including parking areas used for the storage of vehicles, boats, and trailers), access, aisles, and driveways shall comply with the following requirements:

8.03.04 Except as otherwise provided, all off-street parking and loading spaces (including parking areas used for the storage of vehicles, boats, and trailers), access, aisles, and driveways shall comply with the following requirements:

1. All such areas constructed after the effective date of this ordinance shall be surfaced with Portland cement concrete (PCC) or asphaltic cement concrete (ACC).
2. Unless a site specific engineered solution is otherwise proposed, and approved by the city engineer, commercial properties shall utilize a PCC thickness of 7” or an ACC thickness of 9”. Industrial properties shall utilize a PCC thickness of 8” or an ACC thickness of 10”.
3. All such areas existing as of the effective date of this ordinance shall be surfaced with an approved hard surface as defined below.
4. Gravel or crushed rock driveways which are permitted under the provisions of this ordinance shall not be permitted to have areas of vegetation or exposed dirt. Permitted concrete, asphalt, brick, paving stones and block pavers shall not be permitted to have areas of exposed dirt or grass/weeds/worthless vegetation with greater than three (3) inches of growth.
5. Any property taking access to a public or private street which has been improved with concrete, asphalt, or brick shall provide an apron, improved with concrete, between the street pavement and the property line. Such apron shall be at least as wide as the associated driveway or access. Any property which does not comply with this provision at the time of its approval by the City Council shall be required to come into compliance not later than October 1, 2012.
6. In the event a property has frontage on more than one street, the property owner may, unless otherwise prohibited, determine the street from which to take access. Regardless of which street is used for access, all off-street parking and loading spaces, access, aisles and driveways shall be provided with an approved hard surface in accordance with this section.
7. The surface of any existing parking pad shall be of a quality greater than or equal to the driveway or access leading to such parking pad.
8. For the purposes of this section, “approved hard surface” for an existing driveway or parking pad shall consist of one of the following materials: concrete, asphalt, brick, paving stones, block pavers, or gravel/crushed rock. For the purposes of Paragraph 7, this list of approved hard surfaces is listed in decreasing degree of quality.
9. The “Hard Surface Committee” consisting of three City Council members appointed by the Mayor, shall hear and decide upon any dispute between a property owner and City staff as to what constitutes an approved hard surface. A property owner’s request for a hearing before the Hard Surface Committee shall be submitted in writing on a form provided by the City, which must include payment of the applicable fee as stated in the master fee schedule. Requests submitted without payment of the required fee shall be returned to the property owner.
10. The provisions of this section shall not apply to sales conducted under the terms of a Seasonal Vendor Permit or a permit for the sale of fireworks issued by the City.

(Ord. No. 3663, Feb. 13, 2012)

8.03.05 All parking spaces on concrete shall be a minimum of one hundred sixty-two (162) square feet, and in no event shall any such parking space be smaller than the square footage of the motor vehicle, recreational vehicle, trailer, or boat and boat trailer occupying such parking spaces.

1. Nothing contained herein shall prohibit the City from proceeding simultaneously against both an owner of any real property lot or ground or any part of any lot and against an agent, occupant, or other person in possession, charge, or control of any real property lot or ground or any part of any lot to remedy any violations of Section 8.03 of the Bellevue Zoning Ordinance, as amended.

8.03.06 Subject to the exception contained in Section 8.03.04, all motor vehicles shall be parked on concrete. In all residential zones, all recreational vehicles, trailers, or boats and boat trailers shall be parked in the following manner:

1. Inside any enclosed structure, which structure otherwise conforms to the zoning requirements of the particular zone where located.
2. Outside the side yard or rear yard on a concrete, asphalt, or other approved hard surface, provided it is not nearer than two (2) feet to the lot line.
3. Outside on a concrete driveway, provided space is not available in the rear yard or side yard, or there is no reasonable access to either the side yard or rear yard; a corner lot is generally deemed to have reasonable access to the rear yard; and a fence is not necessarily deemed to prevent reasonable access.
4. The body of the recreational vehicle, trailer, or boat and boat trailer must be at least thirteen (13) feet from the face of any curb.
5. No part of the recreational vehicle, trailer, or boat and boat trailer may extend over the public sidewalk or public thoroughfare (right-of-way).
6. Parking is permitted only for storage purposes, and any recreational vehicle, trailer, or boat and boat trailer shall not be:
 - A. Used for dwelling purposes, except for overnight sleeping for a maximum of fourteen (14) days in any one (1) calendar year. Cooking is not permitted at any time.
 - B. Permanently connected to sewer lines, water lines, or electricity. The recreational vehicle may be connected to electricity temporarily for charging batteries or other purposes.
 - C. Used for storage of goods, materials, or equipment other than those items considered to be part of the unit or essential for its immediate use.
7. Notwithstanding any other provisions, of Section 8.03.06, a recreational vehicle, trailer, or boat and boat trailer may be parked anywhere on the premises during active loading or unloading, and use of electricity or propane fuel is permitted when necessary to prepare a recreational vehicle, trailer, or boat and boat trailer for use.
8. The recreational vehicle, trailer, or boat and boat trailer shall be owned by the resident on whose property the recreational vehicle, trailer, or boat and boat trailer is parked for storage.

8.03.07 Except in the AG, FX, ML, and MH zoning district, parking of semi-trailers, tractors, truck-tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length shall be strictly prohibited. Parking of semi-trailers, tractors, truck-tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length may be allowed in BGH zoning districts by conditional use permit. If necessary, trucks will be measured bumper to bumper, including overhangs and attachments such as trailer hitches and side mirrors.

8.03.08 Uses listed below shall provide parking and loading in the amounts specified and at locations specified for the group in which such use falls. For any use not listed, the City Administrator, or designee, shall determine the property requirement by classifying the proposed use among the uses specified herein so as to assure equal treatment. In making any such determination, the City Administrator, or designee, shall follow the principals set forth in the statement of purpose for the parking and loading provisions.

8.03.09 For the purpose of this Section, a parking space shall be at least one hundred sixty-two (162) square feet in size and shall be of easily usable and convenient shape, orientation, and grade. Handicap accessible parking spaces shall be a minimum of ninety-six (96) inches in width and provide an adjacent access aisle a minimum of sixty (60) inches in width. Van accessible parking spaces shall be a minimum of ninety-six (96) inches in width and provide an adjacent access aisle a minimum of ninety-six (96) inches in width. Each such space shall be readily accessible and aisles required for access to any space shall not be counted in meeting the requirements for spaces. Loading spaces shall be at least twelve (12) feet wide and sixty (60)

feet long for industrial and warehouse type uses but may be twelve (12) feet wide and thirty (30) feet long for retail, service and institutional establishments. Aisles adequate to accommodate the maneuvering into position of such vehicles shall be provided accessory to such space or spaces. Specified distances from the principal use for which a parking space is provided shall be measured from the edge of the usable parking space to a normal entrance to the building or use along a convenient and unobstructed pedestrian route. Parking spaces shall not be provided within a required front yard, or a side yard at a corner, except as specifically authorized herein.

8.03.10 All off-street parking and loading areas shall be landscaped and screened in accordance with Article 9.

8.03.11. **GROUP A:** All uses of land and buildings enumerated under Group A shall provide off-street parking on the same zoning lot as such use or building and said parking shall have convenient and unobstructed pedestrian access across said zoning lot to a principal entrance to the following buildings or uses:

USE	PARKING REQUIRED	
Dwellings	One (1) for each	
Apartments	Two (2) For each dwelling unit	
Boarding, rooming, and lodging houses	One (1) for each bedroom	
Doctor's offices, medical and dental clinics	Five (5) spaces for each medical or dental practitioner	
Restaurants, beer parlor, taverns, bars, night clubs	One (1) for each two and one half (2.5) seats	
Retail stores and shops	One (1) space for each two hundred (200) square feet of gross sales area.	
Furniture and appliance sales & furniture and appliance repair	One (1) for each five hundred (500) square feet of gross sales space and repair space	
Funeral homes and mortuaries	One (1) for each three (3) seats in chapels or one (1) for each fifty (50) square feet of public area, whichever is greater	
Real estate sales offices	Two (2) for the first two hundred (200) square feet plus one (1) for each one hundred (100) square feet of office and public space	
Small item service and repair shops	One (1) for each two hundred (200) square feet of gross floor area	
Beauty and barber shops	Two (2) for each operator	
Automotive or machinery sales and service garages	One (1) for each four hundred (400) square feet of floor area	
Bowling alleys	Five (5) for each alley.	
Roller and ice rinks, intensive spots and recreation establishments and dance halls	One (1) for each three (3) fixed seats or one (1) for each one hundred (100) square feet of gross floor area of public space as appropriate	
Banks and professional offices and general offices	One (1) for each three hundred (300) square feet of floor area	
Assisted living and multi-family dwellings exclusively for senior citizens	One (1) space for each dwelling unit	
Self-service storage facilities	Two (2) spaces at the rental office or one and one half (1.5) spaces per employee, whichever is greater	

Day care centers	One (1) space per three hundred and fifty (350) square feet of gross floor area plus three (3) spaces for vehicles of the operation	
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8.03.12 **GROUP B:** All uses of land or buildings enumerated under Group B shall provide off-street parking on the same zoning lot as such building or use for all customers or patrons frequenting the establishment and said parking shall have convenient and unobstructed pedestrian access across said parking lot to a principal entrance to the building or use. That portion of the parking requirement that is attributed to employees may be provided within three hundred thirty (330) feet of the following uses or buildings:

USE	PARKING REQUIRED	
Hotel, apartment hotel, motel, club with guest rooms	One (1) space for each unit for the first twenty (20) units, plus one (1) space for each two (2) units for those in excess of twenty (20) on site, plus one (1) space for each two (2) employees on the largest shift.	
Hospitals and rest homes	One (1) space for each four (4) beds plus one (1) space for each two (2) staff physicians on site, plus one (1) space for each three (3) employees of all classes on the largest shift.	
College fraternities, college sororities	One (1) space for each two (2) bedrooms. Half of the requirement may be off site.	
Clubs, organization halls	One (1) space for each one hundred (100) square feet of assembly space on site, plus one (1) space for each two (2) employees	
Wholesale stores with stock of goods (without stock, see general offices)	One (1) space for each four hundred (400) square feet of gross floor area. At least half of the requirement shall be on site.	
Warehouses	Four (4) spaces for the first five thousand (5,000) square feet of gross floor area, plus one (1) additional space for each additional five thousand (5,000) square feet or major fraction thereof twenty five (25) percent of total requirements shall be on site	

8.03.13 **GROUP C:** Parking requirements for customers, patrons, and employees may be provided within six hundred sixty (660) feet of said following uses or buildings:

USE	PARKING REQUIRED	
Auditoriums, stadiums (except school), theaters, community centers and similar places of public assembly	One (1) space for each five (5) seats in the main assembly area, or where no fixed seats are provided one (1) space for each fifty (50) square feet of main assembly area	
Churches	One (1) space for each four (4) seats in the main assembly area	
Libraries, museums and similar uses	One (1) space for each four hundred (400) square feet of gross space to which the public has access.	

Senior high schools, junior high schools, elementary schools (including public, parochial and private)	One (1) space for each teacher or employee except that where living accommodations for such teachers or employees are provided on or near the site this requirement may be satisfied by the parking provided for the living quarters, plus one (1) space for each one hundred (100) square feet of seating space in the auditorium or multi-purpose room, whichever is greater.	
Manufacturing, freight terminals	Four (4) spaces for each ten thousand (10,000) square feet of gross floor area or major fraction thereof, plus one (1) space for each employee on the largest shift	
Multi-tenant commercial strip building	Four and one half (4.5) parking spaces per one thousand (1,000) square feet of gross leasable area	

8.03.07 Except in the AG, FX, ML, and MH zoning district, parking of semi-trailers, tractors, truck-tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length shall be strictly prohibited. Parking of semi-trailers, tractors, truck-tractors, or any truck exceeding eight (8) feet in width or twenty-one (21) feet in length may be allowed in BGH zoning districts by conditional use permit. If necessary, trucks will be measured bumper to bumper, including overhangs and attachments such as trailer hitches and side mirrors.

Section 3. That Sections 5.24, and 8.03 of Ordinance No. 3619, the Bellevue Zoning Ordinance, as heretofore existing are hereby repealed.

Section 4. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as required by law.

ADOPTED by the Mayor and City Council this _____ day of _____, 2020.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 03/17/2020

Second Reading: _____

Third Reading: _____

Susan Kluthe

From: Angela Curry
Sent: Thursday, April 2, 2020 9:42 AM
To: Susan Kluthe
Cc: Tammi Palm
Subject: Planning Department Annexation Attachment
Attachments: wallstcopier@bellevue.net_20200402_085641.pdf

Good morning Susan,

Please include the attached letter with our Area #1 annexation material.

Thank you!
Angela

Angela Curry
Assistant Planning Manager
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
(402) 293-3032

I live at 8456 S. 42nd St and am stating my objections to the proposed annexation by Bellevue NE.

In reviewing some of the recent Bellevue annexation attempts, I conclude that raising objections is futile with the Bellevue City Council. It seems that no matter how unhappy residents are or what objections they provide, the City Council ignores them. Therefore, I conclude this annexation is a "done deal" and my input will be for naught.

Nevertheless, I wish to go on record to voice my concerns:

1. Being on a fixed income, I do not need/want my taxes to increase!

"The city is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also a natural part of the growth of a city..."

Yes, it is financially in the city's best interest to annex – Bellevue will get more revenue. But at what cost? My taxes will go up over \$1000 per year

"... It is a natural part of the growth of a city..." I know of no "natural" reason Bellevue needs to grow. I have been very satisfied with the services of Sarpy County. Furthermore, I contend our area has never had a "a unity of interests with Bellevue and have never been nor wanted to be, part of Bellevue."

2. It is simply not right to increase taxes during this economic downturn!

Businesses are closing, people are losing jobs, productivity is significantly declining, our GDP is shrinking, the stock market is fluctuating, people are being quarantined or sheltering in place, etc. The federal government is taking drastic measures to offset the financial hardships of the American people by giving money to individuals. Yet Bellevue sees fit to take money away from people. You are thwarting the efforts of the President and Congress. This is absolutely the most inappropriate time to increase taxes on people. And to think the rationale is simply to increase Bellevue's revenue and expand the city. Perhaps financial "belt tightening" and appreciating your current boundaries would suffice.

3. Future concerns

Annexation could raise some serious issues in the future: road widening (loss of yard), extension of 42nd street (more undesirable traffic), sewer connections (vice septic tanks, additional costs), sidewalks (not needed), streetlights (not wanted) etc. Such unknowns are worrisome and therefore undesirable.

I do recognize the potential benefit of paving South 42nd Street with the proposed annexation. Nevertheless, I would rather wait for Sarpy County to address the situation than pay additional taxes.

Finally, I don't believe the advantages of annexation to Bellevue and the prospective new Bellevue residents, outweigh the disadvantages/hardships to the people being annexed.

Lawrence Ramsey

RECEIVED

MAR 25 2020

PLANNING DEPT.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
4/7/2020

COUNCIL MEETING DATE: 04/21/2020	SUBMITTED BY: Tammi Palm	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Request to annex Lots 1 through 3, Ramsey's Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen's Subdivision; Lots 1 and 2, Thomsen's Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City is proposing to annex several unincorporated lots adjacent or close to the existing city limits. The annexation package consist of two areas, labeled as Areas 1 and 2. This ordinance pertains to annexation area #1.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- PC recommendation
- Planning Department Staff memo
- Proposed Ordinance and Map
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins

Tammi Palm

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 21, 2020

REQUEST: Request to annex Lots 1 through 3, Ramsey’s Addition; Lots 1 and 2, Sedlak Addition; Lots 1 and 2, Sparling Gardens; Lots 1 through 4, Thomsen’s Subdivision; Lots 1 and 2, Thomsen’s Subdivision II; Tax Lot 4B3; Tax Lot 13A1A; Tax Lots 13A1B and 4B2; Tax Lot 13A2; Tax Lot 13A4; Tax Lots 13B, 25, 26B and 26A2; and Tax Lot 26A1; all located in the Northeast ¼ of Section 20, T14N, R13E of the 6th P.M.; Tax Lot 11A; Tax Lot 12A; Tax Lots 12B1 and 5B2; Tax Lot 12B2B; Tax Lot 12B2C; Tax Lot 18A; Tax Lot 18B; and Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way.

On March 26, 2020 the City of Bellevue Planning Commission voted nine yes, zero no and zero abstained:

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Cain						
	Aerni						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						
	Jacobson						
	Perrin						

Planning Commission Hearing (s) was held on: March 26, 2020



City of Bellevue

Planning Department

1510 Wall Street • Bellevue, Nebraska 68005

(402) 293-3026

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: March 27, 2020
Subject: City of Bellevue annexation proposal

The City is taking the position that it is in its best interest to annex areas adjacent to the existing city limits; it is also part of the natural growth and development of a city. We are proposing the annexation of several unincorporated lots adjacent or close to the existing city limits. The overall annexation package consists of two different areas which have been labeled as Areas 1 and 2.

Unlike with the annexation of Sanitary and Improvement Districts, the City does not assume any debt with the annexation of these unincorporated areas. The City will, however, begin receiving property tax revenue from these areas beginning in 2021. The current assessed value of the properties in this annexation proposal is \$6,712,266. Based upon the City's current levy, the increase in property tax receipts for the City would be approximately \$41,000; this figure will change in the future based upon changes in assessed valuation and the City's property tax rate. In addition to property tax revenue, the City will receive an additional \$8,070.00 in State Highway Allocation funding, plus other revenue including such things as sales taxes on items delivered to these areas. Estimates of these amounts are not available.

The properties involved in this annexation will see an increase in their tax levy in future years as a result of the City's levy being added to the tax bill; annexation will also result in the elimination of the levy assessed by the Good Luck Rural Fire Department. Based upon current property tax levies, the net effect of the change in levy will be a levy increase of 0.46736 beginning with taxes payable in 2021. This levy increase will result in a property tax increase of \$701.04 on a property assessed at \$150,000.

Upon the effective date of the annexation residents will begin receiving City services. In some cases, residents are already receiving the benefits of city services, such as snow removal and fire protection; in other cases, the City is restricted in providing needed services, such as Code Enforcement, to areas that are outside the city limits. This annexation proposal was distributed to other departments for review with a request to determine what additional resources they would require, in terms of manpower and equipment, to deliver services to the residents of these areas. Most departments indicated the ability to serve these areas with existing resources, however, the Street Department indicated a need for an additional maintenance budget of approximately \$60,000; to be disbursed in increments of \$15,000 over the course of four years.

The City recognizes the need for infrastructure improvements in some of these areas.

The City recognizes the need for infrastructure improvements in some of these areas. Discussions with the City Administrator and Public Works Director indicate that after final action by the Council on the annexation proposals, the City will undertake a comprehensive review of infrastructure needs and develop a long-term plan to address these needs.

The financial aspects of this annexation proposal have been discussed with the City Administrator and Finance Director and both agreed the financial impacts of the annexation are within the City's budgetary means.

DEPARTMENT RECOMMENDATION

APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.

PLANNING COMMISSION RECOMMENDATION


APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.



City of Bellevue
Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Tammi Palm Planning Manager
From: Bobby Riggs  Street Superintendent

Subject: March 2020 Annexation Package Review;
03/26/2020 Planning Commission Meeting

Date: March 18, 2020

I. MANPOWER NEEDS

Minimal, no impact to operations.

II. EQUIPMENT NEEDS

Minimal, no impact to operations.

III. DEPARTMENT OPERATIONAL BUDGET

Due to the existing conditions of the roadway along S 42nd St, the department will need to prioritize asphalt patching or sectional roadway replacement over the next 3-4 fiscal years. While patching will not greatly impact year 1 needs, moving forward, maintenance funds would need to increase in years 2 through 5 by \$15,000 per year, over and above current funding level needs, to perform full-depth roadway replacement on 42nd St to the new corporate limits.

IV. HIGHWAY ALLOCATION

Highway Allocation funding is somewhat fluid and subject to change with revenue fluctuation. Revenue projections in this report are based solely on fiscal 2018-19 budget projections reduced to a per lane mile estimate. Fiscal 2019-20 budget – \$5,373,380 for 2019 lane mile levels. This budget forecast factors to \$8,070 per lane mile in revenue from the Highway Trust fund on an annual fiscal basis.

Annexation package – 0.26 lane miles, S 42nd St. (Area 1)

12-month anticipated increase to Highway Allocation revenue levels - \$2,098.20.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. 3993

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

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

Lots 1 through 3, Ramsey's Addition;

Lots 1 and 2, Sedlak Addition;

Lots 1 and 2, Sparling Gardens;

Lots 1 through 4, Thomsen's Subdivision;

Lots 1 and 2, Thomsen's Subdivision II;

Tax Lots 3A1A, 13A3, 14A, and 14B, Tax Lot 4B3, Tax Lot 13A1A, Tax Lots 13A1B and 4B2, Tax Lot 13A2, the North 82 feet of Tax Lot 13A4, the South 116 feet of Tax Lot 13A4, Tax Lots 13B, 25, 26B and the East 15 Feet of Tax Lot 26A2, Tax Lot 26A1 Except the East 25 feet; and the East 25 Feet of Tax Lot 26A1 and Tax Lot 26A2 Except The 15 Feet, all located in the Northeast $\frac{1}{4}$ of Section 20, T14N, R13E of the 6th P.M.;

Tax Lot 11A, Tax Lot 12A, Tax Lots 12B1 and 5B2, Tax Lot 12B2B, Tax Lot 12B2C, Tax Lot 18A, Tax Lot 18B, Tax Lots 21, 22A, 22B, 23, and 24; all located in the Northwest $\frac{1}{4}$ of Section 20, T14N, R13E of the 6th P.M.;

and all abutting county road rights-of-way.

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

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

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

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

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law on May 26, 2020.

ADOPTED by the Mayor and City Council this _____ day of _____, 2010.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

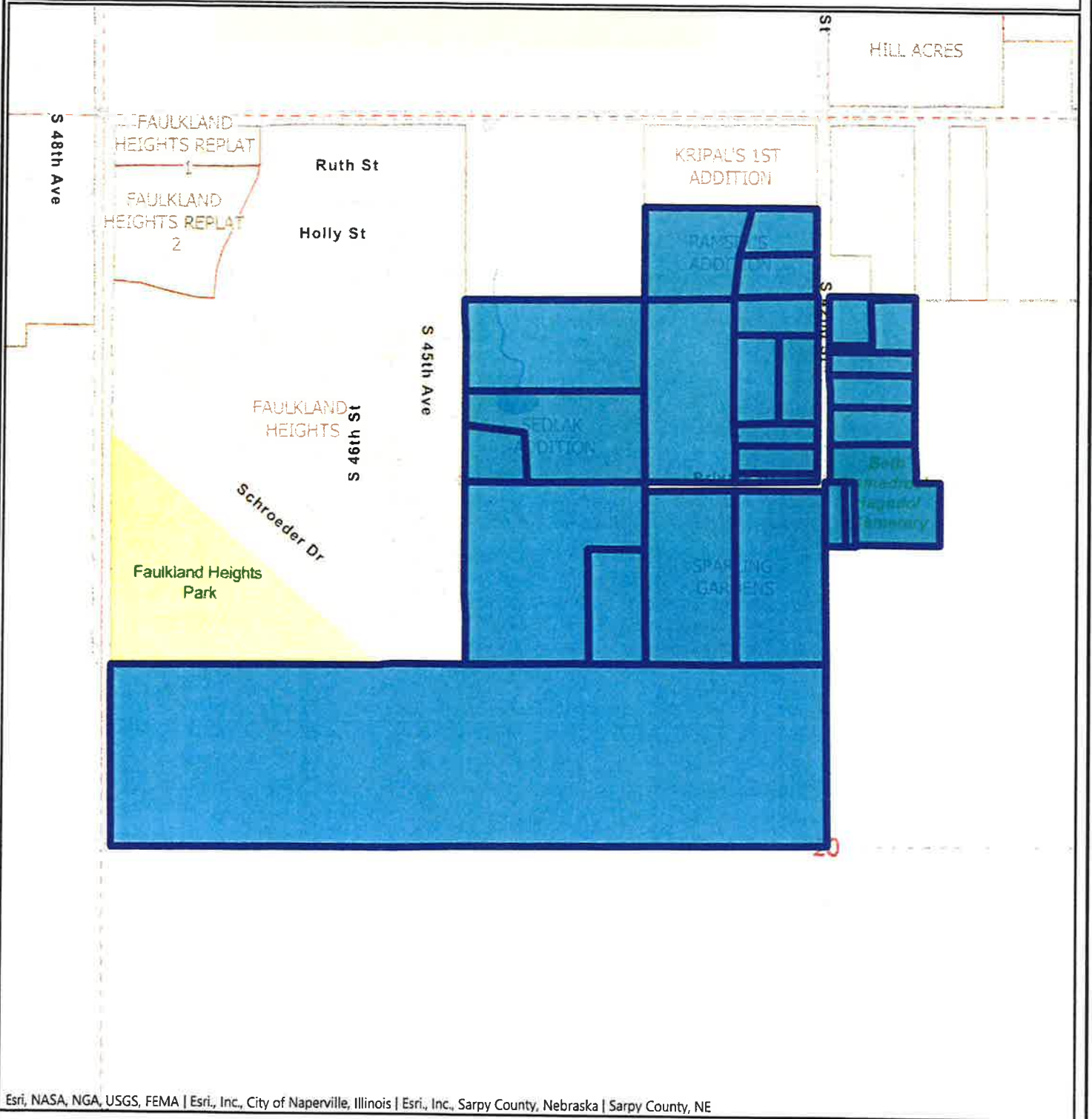
Mayor

First Reading: _____

Second Reading: _____


Third Reading: _____

Annexation Area # 1

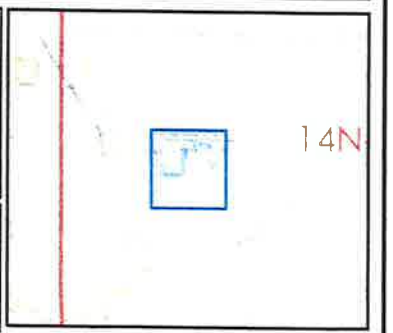


Esri, NASA, NGA, USGS, FEMA | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

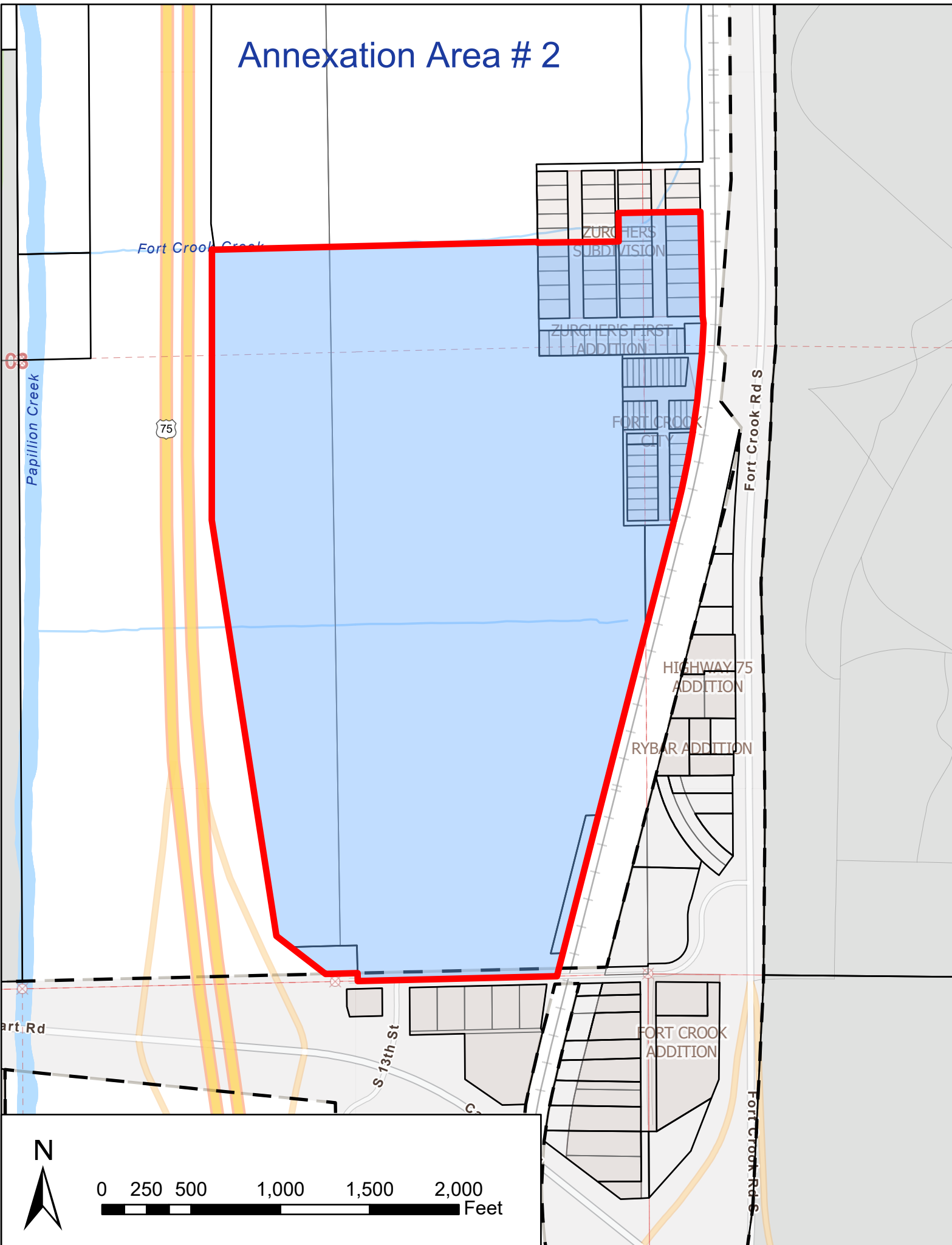
Notes




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.



Annexation Area # 2



Papillion Creek

Fort Crook Creek

75

ZURCHER'S
SUBDIVISION

ZURCHER'S FIRST
ADDITION

FORT CROOK
CITY

HIGHWAY 75
ADDITION

RYBAR ADDITION

FORT CROOK
ADDITION

Fort Crook Rd S

Fort Crook Rd S

art. Rd

S 13th St



0 250 500 1,000 1,500 2,000 Feet

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
4/7/2020

COUNCIL MEETING DATE: 04/21/2020		SUBMITTED BY: Tammi Palm	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher's Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher's Subdivision; and Lots 6 through 10, Block 3, Zurcher's Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The City is proposing to annex several unincorporated lots adjacent or close to the existing city limits. The annexation package consist of two areas, labeled as Areas 1 and 2. This ordinance pertains to annexation area #2.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- PC recommendation
- Planning Department Staff memo
- Proposed Ordinance and Map
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
Tammi Palm

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: April 21, 2020

REQUEST: Request to annex Lots 1 through 6, Block 3, Fort Crook City; Lots 20 through 26, Block 3, Fort Crook City; Lot 27, Block 3, Fort Crook City; Tax Lot 5B; Tax Lots 13 and 14 East of Highway 75; and Tax Lot 15; all located in the Southeast ¼ of Section 3, T13N, R13E of the 6th P.M.; Tax Lot A; Lots 4 through 10, Block 1, Zurcher’s Subdivision; all located in the Northwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Tax Lot C; Lots 1 through 11, Block 1, Fort Crook City; Lots 1 through 12, Block 4, Fort Crook City; all located in the Southwest ¼ of Section 2, T13N, R13E of the 6th P.M.; Lots 1 through 13, Zurcher’s 1st Addition to Fort Crook City; Lots 4 through 15, Block 2, Zurcher’s Subdivision; and Lots 6 through 10, Block 3, Zurcher’s Subdivision; all located in the Northeast ¼ of Section 3, T13N, R13E of the 6th P.M., Sarpy County, Nebraska; and all abutting county road rights-of-way.

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VOTE:

Yes:	Nine:	No:	Zero:	Abstain:	Zero:	Absent:	Zero:
	Casey						
	Cain						
	Aerni						
	Ackley						
	Hankins						
	Cutsforth						
	Ritz						
	Jacobson						
	Perrin						

Planning Commission Hearing (s) was held on: March 26, 2020



City of Bellevue

Planning Department
1510 Wall Street • Bellevue, Nebraska 68005
(402) 293-3026

To: Mayor Hike, City Council, City Administrator Jim Ristow
From: Angela Curry, Assistant Planning Manager
Date: March 27, 2020
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PLANNING COMMISSION RECOMMENDATION


APPROVAL based upon the positive financial impact on the City and the natural growth and development of the City.



City of Bellevue
Street Department

206 Industrial Dr • Bellevue, Nebraska 68005 • (402) 293-3126

MEMORANDUM

To: Tammi Palm Planning Manager
From: Bobby Riggs  Street Superintendent
Subject: March 2020 Annexation Package Review;
03/26/2020 Planning Commission Meeting
Date: March 18, 2020

I. MANPOWER NEEDS

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Annexation package – 0.26 lane miles, S 42nd St. (Area 1)

12-month anticipated increase to Highway Allocation revenue levels - \$2,098.20.

Mailing Address: 210 West Mission Avenue Bellevue, Nebraska 68005



ORDINANCE NO. 3994

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

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

Lots 1 through 6, Block 3, Fort Crook City

Lots 20 through 26, Block 3, Fort Crook City

Lot 27, Block 3, Fort Crook City

Lots 4 through 10, Block 1, Zurcher's Subdivision

Lots 1 through 11, Block 1, Fort Crook City

Lots 1 through 12, Block 4, Fort Crook City

Lots 1 through 13, Zurcher's 1st Addition to Fort Crook City

Lots 4 through 15, Block 2, Zurcher's Subdivision

Lots 6 through 10, Block 3, Zurcher's Subdivision

Tax Lot 5B, Tax Lots 13 and 14; and Tax Lot 15; all located in the Southeast $\frac{1}{4}$ of Section 3, T13N, R13E of the 6th P.M.;

Tax Lot A; located in the Northwest $\frac{1}{4}$ of Section 2, T13N, R13E of the 6th P.M.

Tax Lot C; located in the Southwest $\frac{1}{4}$ of Section 02, T13N, R13E of the 6th P.M.

and all abutting county road rights-of-way.

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

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

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

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

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law May 26, 2020.

ADOPTED by the Mayor and City Council this _____ day of _____, 2010.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____



Community Development Block Grant Substantial Amendment to the 2019-2020 Action Plan

PREPARED BY:

**CITY OF BELLEVUE
1500 WALL STREET
BELLEVUE, NE 68005
(402) 293-3000
www.bellevue.net**



An Equal Opportunity/Affirmative Action Employer

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Summary

The City of Bellevue administers Community Development Block Grant (CDBG) funds received on an annual basis from the U.S. Department of Housing and Urban Development (HUD). The funds are made available to carry out a variety of housing, community, and economic development activities based on an Annual Action Plan approved by the City Council. The City works to administer and close out projects in a timely manner in accordance with federal regulations.

A semi-annual activity performance review brought to attention the unspent balance of funds in the City of Bellevue's line of credit. In order to expend available funds in a timely manner and to meet CDBG timeliness requirements as outlined in 24 CFR 570.902, the City is proposing an amendment to the scope and budget for the Washington Park Improvement project in the 2019-2020 Action Plan and amendments to the funding allocations outlined in the 2017-2018, 2018-2019, and 2019-2020 Action Plans.

Since the City is proposing the reallocation of CDBG funds from existing projects to another previously approved project with difference performance measurements, a substantial amendment is required in accordance with the Citizen Participation Plan and federal regulation 24 CFR 91.505 requiring a substantial amendment when the City request amendments to a plan if there is a change within the original budget allocation equal to or greater than 25% of the original budget for all projects approved within the Annual Action Plan or a change in scope and purpose for funding allocations. The City of Bellevue is proposing a Substantial Amendment to the most recently approved Action Plan which is the 2019-2020. The process to approve this amendment includes: (1) publication of a notice of availability of the proposed substantial amendment and establishment of a 30-day comment period, (2) holding a public hearing regarding the purposed amendment, (3) presentation of the draft amendment to the Bellevue City Council for review and public hearing, and (5) approval of the amendment by the City Council and submittal of the amendment to HUD for approval.

Proposed Action Plan Amendment

The City of Bellevue is proposing a substantial amendment to the 2019-2020 Action Plan that will make changes to the funds allocated and approved projects in the 2017-2018, 2018-2019, and 2019-2020 Action Plans with a total reallocation of \$ 175,000.00 in CDBG funding. To meet timeliness requirements and complete an increase in the scope of work to Washington Park from the Capital Improvement Plan, the City is proposing the reallocation of funds to a project approved in the 2019-2020 Action Plan that will expend funds in a timely manner to assist with meeting the line of credit balance requirements.

The amendment includes changes to the 2017-2018 Action Plan allocation to reallocate the fund balance of \$25,000.00 in the CDBG line of credit from a closed project, the Habitat 2018 Land Purchase, to the Washington Park Improvement Project that was approved in the 2019-2020 Action Plan.

Also included in the substantial amendment is the canceling of a project and reallocation of funds allocated in the 2018-2019 Action Plan. The City proposes canceling the project and reallocating the balance of funds from the Valley View Sidewalk Improvement project based upon the recommendation of the Public Works Department. The Public Works Department released a Request for Bids in February 2019 for the Valley View Sidewalk Improvement project but received no response due to the overall small size and budget of the project. With no additional funds allocated for the project in 2019 and in order to spend the funds in a timely manner, the City recommends reallocating \$100,000.00 from the Valley View Sidewalk Improvement project balance to the Washington Park Improvement project.

The Washington Park Improvement project was approved as part of the 2019-2020 Action Plan with a budget of \$ 114,900.00. The approved project included safety improvements with the installation of ADA accessible around the exterior of the park with accessible paths to each of the play structures and benches with accessible pads. ADA curb ramps will be installed at each intersection. Public Works has requested to expand the scope of the project to include the parking and sidewalk improvements along Hancock Street near the buildings occupied by the Bellevue Food Pantry and the Eastern Nebraska Community Action Partnership, and parking improvements and expanded sidewalk construction along Franklin Street to include 90-degree parking with enhanced pedestrian crossings.

Washington Park is located in Olde Towne Bellevue and serves as the neighborhood park for the area north of Mission Avenue. Although the park is only two acres in size, it is highly utilized by a low- and moderate-income neighborhood surrounding it. The park is located in Census Tract 101.06, Block Group 5 and also serves Block Group 4. Block Group 5 has an LMI population of 80.3% and Block Group 4 has an LMI population of 52.6%.

The park is well shaded with equipment spread through surrounding a gazebo at the center and shelter with bathrooms located on the east side. The park also hosts numerous events including the Music in the Park and the Farmer's Market. Without the project, the existing structures and public facilities will continue to deteriorate. The proposed expansion of the scope of the project will increase the overall project budget by \$175,000.00 to a total project cost of \$ 289,900.00.

Identification of Funding Designated for Reprogramming

The following chart shows the funding amounts that are being amended by the Substantial Amendment. It also shows the amount the budget line item will increase or decrease, and the proposed budget for each line item.

Substantial Amendment to the 2019-2020 Action Plan					
Action Plan Approval	Activity Number	Activity Name	Current Balance	Adjustment	Proposed Adjusted Project Balance
2017-2018	-	Unallocated Line of Credit Balance from the Habitat 2018 Land Purchase	\$ 37,477.57	-\$ 25,000.00	\$ 12,477.57
2018-2019	B-18(037)	Valley View Sidewalk Project	\$ 100,000.00	-\$ 100,000.00	\$ 0.00
2019-2020	B-19(043)	Chandler Hills Curb & Reconstruction Project	\$ 260,631.35	-\$ 50,000.00	\$ 210,631.35
2019-2020	B-19(044)	Washington Park Improvement Project	\$ 114,900.00	\$ 175,000.00	\$ 289,900.00

Citizen Participation

In accordance with 24 CFR 91.105(c)(3) for local governments, the City of Bellevue will provide citizens with the opportunity to review and comment on the substantial amendment by following the procedures outlined in the Citizen Participation Plan. To encourage citizen participation in the review and approval of the Substantial Amendment, the City:

- Will publish a notice of availability of the draft amendment in a manner that affords citizens, public agencies, and other interested parties a reasonable opportunity to examine the amendment's contents and to submit comments. The City will meet this requirement by publishing a summary of the substantial amendment in a local newspaper, making copies of the proposed amendment available at the City of Bellevue City Hall, Bellevue Public Library, Bellevue Housing Authority, Bellevue Public School Lied Activity Center, and by use of the Internet.
- Will hold one public hearing on the proposed substantial amendment. Notice of the public hearing will be released to area media and published in the local newspaper at least fourteen (14) days in advance of the hearing.
- Hold a comment period of a minimum thirty (30) days scheduled for the proposed substantial amendment prior to its adoption by the City Council. The City will consider and document all comments or views of citizens received in writing during the comment period or orally during the public hearing. A summary of these comments and a summary of any comments not accepted and the reasons therefore, shall be attached to the final amended plan.

Copies of the Substantial Amendment will be available for review at the City of Bellevue City Office, 1500 Wall Street, Bellevue NE, 98005, during regular business hours 8:00 a.m. to 4:30 p.m. In addition, the documents will be available at the Bellevue Public Library, Bellevue Housing Authority, Bellevue Public Schools Lied Activity Center, and on the City of Bellevue's website, www.bellevue.net. These documents will continue to be available for public review at the City of Bellevue and on the website.

Public Hearing and Comment Period

The Notice of Availability of the Substantial Amendment to the 2019 Action Plan and Public Hearing will appear in *The Bellevue Leader* on March 4, 2020, and the 30-day comment period ended on April 7, 2020. A public hearing for the purpose of obtaining public comments will be held during the City Council meeting on Tuesday April 7, 2020, at 6:00 pm in Council Chambers, 1500 Wall Street, Bellevue, NE 98005. The City will consider all comments received before approval of the proposed Substantial Amendment.

The City Council will also consider the approval of the Substantial Amendment during the City Council meeting on Tuesday, April 7, 2020, at 6:00 pm in Council Chambers, 1500 Wall Street, Bellevue, NE 98005.

Attachment A: Resolution

RESOLUTION NO. 2020-

A RESOLUTION ADOPTING THE SUBSTANTIAL AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the City of Bellevue (the "City") has participated directly within the federal Department of Housing and Urban Development (HUD) as an entitlement jurisdiction for Community Development Block Grant (CDBG) funds; and,

WHEREAS, in accordance with the Federal Regulations governing the CDBG program certain changes and revisions to the Annual Action Plan may be considered a substantial amendment as outlined in the City's Citizen Participation Plan; and,

WHEREAS, the City has completed and distributed the proposed Substantial Amendment to the 2019-2020 Annual Action Plan proposing the reallocation of \$125,000.00 in CDBG funding; and

WHEREAS, the substantial amendment and a public notice announcing the 30-day public comment period for the amendment have been published for citizen comment prior to forwarding the document to City Council for adoption; and

WHEREAS, the City Council held a public hearing on April 7, 2020, to provide an opportunity for the public to comment on the information in the amendment to the Action Plans.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows

- (a) Adopts the Substantial Amendment to the 2019-2020 Annual Action Plan;
- (b) After evaluation of all the pertinent information presented, authorizes the Mayor to submit on behalf of the City of Bellevue, the Substantial Amendment to the 2019-2020 Annual Action Plan to the U.S. Department of Housing and Urban Development.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 7th day of April, 2020.

Rusty Hike, Mayor

(SEAL)

ATTEST:

Susan Kluthe, City Clerk

Attachment B: Public Notice of Availability

CITY OF BELLEVUE NOTICE OF PUBLIC HEARING AND NOTICE OF AVAILABILITY OF THE PROPOSED SUBSTANTIAL AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue is accepting citizen comments regarding the proposed Substantial Amendment to the 2019-2020 Annual Action Plan for Community Planning and Development Programs including the Community Development Block Grant (CDBG) under the U.S. Department of Housing and Urban Development (HUD) in accordance with regulations at 24 CFR Part 91 governing submission and amendments to the consolidated plan.

The Substantial Amendment to the 2019-2020 Annual Action Plan includes the following changes:

- B-18(037) Valley View Sidewalk Improvement Project – The project would be closed and the total balance of \$100,000.00 is proposed for reallocation to the Washington Park Improvement project.
- B-19(043) Chandler Hills Curb & Reconstruction Program – Cost estimates for the project are coming in under budget. The remaining balance of \$50,000.00 is proposed for reallocation to the Washington Park Improvement project.
- B-17 – A balance of \$25,000.00 remains unallocated in the CDBG Line of Credit and is proposed for reallocation to the Washington Park Improvement Project.

All such amendments will support CDBG eligible activities as cited at 24 CFR Part 570.201.

A public hearing for the purpose of obtaining public comments for the proposed Substantial Amendment is scheduled for:

**Tuesday, April 7, 2020, at 6:00 PM during the Bellevue City Council meeting
in the City Council Chambers, 1500 Wall Street, Bellevue, Nebraska, 68005.**

The location of the public hearing is wheelchair accessible. If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than April 3, 2020.

The proposed Substantial Amendment to the 2019-2020 Annual Action Plan is available for review at the following locations:

- Bellevue City Hall, City Clerk's Office, 1500 Wall Street, Bellevue, NE 68005.
- Bellevue Public Library, 1003 Lincoln Road, Bellevue, NE 68005.
- Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005.
- Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005.
- City of Bellevue website at www.bellevue.net

Questions, comments or suggestions are encouraged concerning the proposed Substantial Amendment to the 2019-2020 Annual Action Plan and will be accepted until the time of final approval at the April 7, 2020, City Council meeting. All interested parties may submit written comments to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at Abby.Highland@outlook.com; or contact by phone at (402)293-3000. The approved Substantial Amendment will be submitted to the U.S. Department of Housing and Urban Development on or before April 10, 2020.

Attachment C: IDIS 2019-2020 Action Plan Substantial Amendment Document



The Substantial Amendment to the 2019-2020 Action Plan will cancel and reallocate funds from a project in the 2018 Action Plan and reallocate funds from the CDBG Line of Credit to a shovel ready project approved in the 2019 Plan to expand a project scope and meet timeliness requirements.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

As an entitlement community for the receipt of CDBG funding, the City of Bellevue has prepared the 2019-2020 Action Plan following the regulations and requirement as outlined by the U.S. Department of Housing & Urban Development (HUD) to be eligible for the acceptance of Community Development Block Grant (CDBG) program funds. The 2019 Action Plan outlines the proposed uses of CDBG entitlement funds during the fiscal year period from October 1, 2019, to September 30, 2020. The intent of the CDBG funds allocated to projects in the Plan is to meet the needs and priorities as outlined in the City's 2019-2023 Consolidated Plan, and meet the goals of the CDBG program to develop a suitable living environment, provide decent and affordable housing, and expand economic opportunities, primarily for persons of low and moderate-income.

As part of the development of the 2019 Action Plan, the City allocated a total of \$ 480,531.35 in CDBG funding of which \$355,531.00 was in 2019 entitlement funding and \$125,000.53 in reallocate funds from previous Action Plans. This is the first Annual Action Plan for the City of Bellevue under the 2019-2023 Consolidated Plan, which serves as the guidance for meeting the housing and community development needs of the City of Bellevue during the five-year period.

Substantial Amendment

In February 2020, the City of Bellevue completed a substantial amendment to the 2019 Action Plan to cancel and reallocate funds to assist with expend the funds in a timely manner to meet the line-of-credit balance requirements outlined in timeliness regulations at 24 CFR 570.902. The regulation states that a CDBG entitlement grantee must have less than 1.5 times its annual allocation remaining in its line of credit 60 days prior to the end of the program year. To bring the line-of-credit balance into compliance with CDBG regulations, the City of Bellevue has determined that it is necessary to cancel a current project and reallocate funds to another project and reallocate funds in the line-of-credit by amending funding allocations outlined in the 2017-2018, 2018-2019 and 2019-2020 Action Plan allocations.

This substantial amendment included the reallocation of \$ 175,000.00 in CDBG funds to an existing project approved in the current Action Plan. The reallocation of funds is necessary to amend funding allocations amounts for closed projects outlined in the 2017-2018 Action Plan and reallocate funds from the CDBG Line of Credit to an open project in order to meet HUD timeliness requirements.

2. Summarize the objectives and outcomes identified in the Plan

The 2019 Action Plan includes funding for one administration project and six additional projects: Habitat 2020 Land Purchase, Chandler Hills Paving Improvement and Reconstruction, Washington Park Improvement, Housing Foundation Capacity Building and Development, BJSJ Sports Participation

Assistance Program, and Heartland Housing Navigator Program.

2019 CDBG Activities & Outcomes

APPLICANT/PROJECT	CDBG FUNDING	PROPOSED OUTCOMES
Acquisition/Demolition		
Habitat for Humanity of Sarpy County – 2020 Land Purchase Request funding to purchase on or more plots of land for the development of affordable housing. The lots will be in city limits of Bellevue and assist with the 2020 home build project.	\$ 22,000.00	1 low- and moderate-income household
Public Facilities and Improvements		
City of Bellevue – Chandler Hills Paving Improvement and Reconstruction Project Request funding for the removal and reconstruction of the pavement, installation of curb and gutter, and replacement of the guardrail on 17 th Street between Sydney Street and Josephine Street.	\$ 260,631.81	1,165 households from LMI Census Tract 101.07, Block Group 1
City of Bellevue – Washington Park Improvement Request funding for park improvements including installation of ADA sidewalks, curb ramps, and paths; play structure replacement and improvement with ground covering, and picnic shelter.	\$ 114,900.00	1,405 households from LMI Census Tract 101.06, Block Group 4 & 5
Housing		
Housing Foundation of Sarpy County – Capacity Building and Development Request funding to complete capacity building for the Foundation in preparation of the conversion of 51 units of public housing to the Foundation. All units are located within Bellevue city limits.	\$ 10,000.00	1 organization
Public Services		
Bellevue Junior Sports Association – Sports Participation Assistance Program Request funding to offer a participation assistance for registration and equipment fees to low- and moderate-income households within city limits. Assistance will be open to all sports programs offered by application.	\$ 8,000.00	59 LMI persons
Heartland Family Service – Housing Navigation Program Request funding to provide housing navigation services, supportive services and assistance with employment and income support to those in Bellevue at imminent risk of homelessness	\$ 15,000.00	25 LMI persons
Administration and Planning		
City of Bellevue - Administration Request funding for general management, oversight, coordination, and staff expense for the CDBG program.	\$ 50,000.00	
Total CDBG Funding	\$ 480,531.81	

Substantial Amendment

Substantial Amendment to the 2019-2020 Action Plan					
Action Plan Approval	Activity Number	Activity Name	Current Balance	Adjustment	Proposed Adjusted Project Balance
2017-2018	-	Unallocated Line of Credit Balance from the Habitat 2018 Land Purchase	\$ 37,477.57	-\$ 25,000.00	\$ 12,477.57
2018-2019	B-18(037)	Valley View Sidewalk Project	\$ 100,000.00	-\$ 100,000.00	\$ 0.00
2019-2020	B-19(043)	Chandler Hills Curb & Reconstruction Project	\$ 260,631.35	-\$ 50,000.00	\$ 210,631.35
2019-2020	B-19(044)	Washington Park Improvement Project	\$ 114,900.00	\$ 175,000.00	\$ 289,900.00

3. Evaluation of past performance

The City prepares the Consolidated Annual Performance Evaluation and Reporting (CAPER), which captures progress toward meeting needs and achieving strategies established in the Consolidated Plan and the Annual Action Plan. Through the monitoring of performance measures, staff is able to identify operational improvements, resource allocation issues, and policy questions to be addressed in the upcoming year. Overall, Bellevue and its partners have been successful in implementing its community services and public improvements projects and programs and meeting the objectives established in the previous Consolidated Plan and foresees continued progress through the new Plan.

The CDBG funds were used exclusively for (1) meeting the goals outlined in the 2014-2018 Consolidated Plan, and (2) principally benefitting the very low and low-income persons. The City carried out most of the planned actions described in the Annual Action Plan by using all available resources, as reported in the Consolidated Assessment Section of this report. All funds were pursued, and certifications of consistency for HUD programs were provided in a fair and impartial manner for all grant applications.

During the Annual Action Plans, the City of Bellevue used 100% of the funding to benefit low- and moderate-income persons. All projects that were funded with CDBG dollars met the goals and priorities outlined in the Consolidated Plan.

Substantial Amendment

No changes as part of the substantial amendment.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

In the Action Plan process, three more public hearings were held during the development of the Annual Action Plan and a final public hearing was held once the proposed consolidated and action plans were available for public comment. This public hearing was held during a City Council meeting to allow councilmembers and citizens to make comments regarding the plan.

The priorities and goals that were developed and outlined in the plan reflect the input from not only the public hearings and survey results, but also recognize the current status of the City in regard to programs and policies. Other factors considered when developing priorities include the City's immediate required compliance with federal regulations, currently adopted City plans and programs, and other funding agencies and sources available to leverage with CDBG funding.

The City of Bellevue is always looking for new, innovative ways to enhance public participation in the CDBG planning process. To ensure all interested parties receive timely information, the CDBG staff continues to develop and add contacts to the CDBG mailing and email list in order to keep up-to-date events and program updates flowing. Since the City of Bellevue has become an entitlement community for CDBG funds, an extended effort to inform the public of the new designation and meaning began. Part of the outreach included the development a section of the City's website to the CDBG program. Information posted to the website is then distributed through various forms of social media.

Substantial Amendment

During the creation and addition of the Substantial Amendment to the 2019 Action Plan, the City of Bellevue:

- *Published a Notice of Availability and Public Hearing of the draft amendment,*
- *Held one public hearing regarding the proposed substantial amendment, and*
- *Held a 30-days comment period to obtain residents' comments on the proposed amendment.*

5. Summary of public comments

The City of Bellevue did not receive any public comments during the preparation of the 2019 Action Plan.

Any additional comments received throughout the fiscal year will be taken into consideration during future planning and use of CDBG entitlement funding. Comments regarding future use of CDBG funds will be taken into consideration during development of the next five-year consolidated plan.

Substantial Amendment

All comment received during the public comment period for the Substantial Amendment will be reviewed and included in the final amendment document. During the 30-day comment period and public hearing, no comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received during the development of and comment period for the 5-year Consolidated Plan were accepted and considered.

A verbal comment was received during a public hearing expressing support to implement a matching dollar requirement of 1:1 on all applications for CDBG funding. This comment was considered during the development of the plan. Following additional input from other public hearings, city staff, and the CDBG Committee, it was determined that more emphasis will be placed on leveraging funds and higher consideration will be given to those applications that request CDBG funding and having matching funds outlined in the application budget.

During the public hearing on the draft 2019-2023 Consolidated Plan and 2019 Action Plan, a comment was received that the assignment of priorities was unclear, and a number-based priority system may be clearer.

Substantial Amendment

TBA

7. Summary

The mission of the City of Bellevue's Consolidated Plan is to identify specific needs that affect our community and citizens and to propose measurable goals and objectives for actions that will address the prioritized housing and community development needs that meet with HUD requirements for the use of the CDBG funding. These goals include projects that address the identified needs and priorities of the Consolidated Plan while meeting the City of Bellevue's mission and vision.

City of Bellevue Mission Statement: Provide exceptional customer service, uphold the public interest and advance the Community Vision.

City of Bellevue Vision Statement: Be a collaborative and innovative organization that is future focused and committed to excellence

Substantial Amendment

The document also includes information regarding the Substantial Amendment to the 2018-2019 Action Plan as prepared and approved by the Bellevue City Council during the March 11, 2019, council meeting.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The 2019 Action Plan will be the first year of 2019-2023 Consolidated Plan. The Action Plan addresses the proposed programs, projects, and activities that will be undertaken with the resources anticipated to be available in the proposed budget. The City of Bellevue anticipates receiving about \$310,000 in CDBG funds per year from FY 2019-2023. These funds will be used to fund eligible community development projects in low- and moderate-income areas or to benefit low- and moderate-income families and households. Based on the priorities and needs identified, funds are anticipated to be allocated as follows:

- maximum of 20% will be allocated to planning, administration, and governmental compliance, such as fair housing studies, ect.
- 30% to encourage business and job growth through economic development projects
- 30% for improvements to public facilities or building improvements to encourage development
- 20% or more for improving or expanding affordable housing

Substantial Amendment

As part of the substantial amendment, funding will be reallocated from housing and public facilities and improvement projects to public facilities projects. The substantial amendment includes the reallocation of \$ 175,000.00 in CDBG funding to a shovel-ready project to ensure the City

meets timeliness requirements for the future.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1			Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	355,531	0	125,000	480,531	CDBG funding will be used throughout the city limits for priorities outlined in the Consolidated Plan and will be leveraged with other federal, local or private funding sources.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Bellevue is an entitlement community for CDBG funding and does not receive any additional funding from HUD. During the annual funding cycle, the City does not require a match to a funding request, but does emphasize providing leveraged funding from projects seeking CDBG funds. Agencies are required to identify their efforts to obtain additional resources to assist with their projects in the application form.

The City does encourage and support community organizations to seek other grants to through private, public, state and federal grants to

supplement CDBG improvement projects. As in the past, the City of Bellevue will be as creative as possible to find other sources of funding from state, federal, private developer, tax-credits, loans, and local funds in order to develop and deliver efficient and cost-effective projects.

Substantial Amendment

As part of the substantial amendment, \$ 175,000.00 in funds will be moved to a public facility project, the Washington Park Improvement Project. With the additional funds, the proposed CDBG funding for the project will be \$289,900.00. The City of Bellevue will be providing administration in-kind for the project. Of the total amount of \$ 175,000.00 which is being reallocated through the Substantial Amendment, \$25,000.00 will come from 2017 unallocated funds, \$100,000.00 will come from 2018 funds reallocated from a cancelled project, and \$50,000.00 will be moved from another 2019 project anticipated to come in under budget.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Bellevue is an entitlement community for CDBG funding and does not receive any additional funding from HUD. During the annual funding cycle, the City does not require a match to a funding request, but does emphasize providing leveraged funding from projects seeking CDBG funds. Agencies are required to identify their efforts to obtain additional resources to assist with their projects in the application form.

The City does encourage and support community organizations to seek other grants to through private, public, state and federal grants to supplement CDBG improvement projects. As in the past, the City of Bellevue will be as creative as possible to find other sources of funding from state, federal, private developer, tax-credits, loans, and local funds in order to develop and deliver efficient and cost effective projects.

Discussion

Substantial Amendment

The 2017-2018 Action Plan allocation will be amended to reallocate the fund balance in the CDBG Line of Credit from a closed project to a project approved in the 2019-2020 Action Plan. The Substantial Amendment includes the reallocation of the fund balance of \$25,000.00 from the CDBG Line of Credit from the closed Habitat 2018 Land Purchase project to the Washington Park Improvement project approved in the 2019-2020 Action Plan. The 2018-2019 Action Plan allocation will be amended to reallocate funds from one cancelled project to a project approved during the 2019-2020 Action Plan. The Substantial Amendment includes reallocation of \$100,000.00 from the Valley View Sidewalk project to the Washington Park Improvement project. The City recommends reallocating the balance of funds from the closed and cancelled projects to a project that can utilize the funding immediately to assist with meeting the federal requirements for timely expenditure of funding.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Public Facilities and Infrastructure Improvements	2019	2023	Non-Housing Community Development	City of Bellevue	Improve Public Infrastructure and Facilities	CDBG: \$375,531	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2740 Persons Assisted
6	Sustain Current Affordable Housing	2019	2023	Affordable Housing	City of Bellevue	Increase Affordable Housing Opportunities	CDBG: \$10,000	Other: 1 Other
7	Increase Affordable Housing Opportunities	2019	2023	Affordable Housing	City of Bellevue	Increase Affordable Housing Opportunities	CDBG: \$22,000	Homeowner Housing Added: 1 Household Housing Unit
9	Provide Community/Neighborhood Services	2019	2023	Non-Homeless Special Needs	City of Bellevue	Increase and Expand Public Service Availability	CDBG: \$23,000	Public service activities other than Low/Moderate Income Housing Benefit: 84 Persons Assisted
11	Planning and Administration	2019	2023	Administration	City of Bellevue	Planning and Administration	CDBG: \$50,000	Other: 1 Other

Table 2 – Goals Summary

Annual Action Plan
2019

Goal Descriptions

4	Goal Name	Public Facilities and Infrastructure Improvements
	Goal Description	
6	Goal Name	Sustain Current Affordable Housing
	Goal Description	
7	Goal Name	Increase Affordable Housing Opportunities
	Goal Description	
9	Goal Name	Provide Community/Neighborhood Services
	Goal Description	
11	Goal Name	Planning and Administration
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

During the 2019 Action Plan, the City of Bellevue will administer six projects that received CDBG entitlement funding. Focus and resources will be on the following priority areas:

- Public facilities and neighborhood improvements,
- Assist with acquisition for affordable housing,
- Provide community public services,
- Facilitate Capacity Building for affordable housing, and
- Administration of the CDBG program.

The allocation of funds for the following projects are closely aligned with the top housing and community development needs identified in the needs assessment and housing market analysis and through input contributed by stakeholders and citizens who participated in the development of the Consolidated Plan. The objectives and outcomes for each proposed activity in 2018 may be found in section AP-38 Project Summary.

Substantial Amendment

The City of Bellevue is proposing a substantial amendment to the 2019-2020 Action Plan that will make changes to the funding balances and approved projects from the 2017-2018, 2018-2019, and 2019-2020 Action Plans, including the reallocation of \$ 175,000.00 in CDBG funding. The 2017-2018 Action Plan allocation is proposed to be amended to move \$25,000.00 in grant funds from a closed project in the CDBG Line of Credit to a project approved in the 2018-2019 Action Plan.

The Substantial Amendment also includes reallocation of \$100,000.00 from the 2018-2019 grant fund balance which came from the cancellation of one project, the Valley View Sidewalk Project, to the Washington Park Improvement project approved in the 2019-2020 Action Plan.

Projects

#	Project Name
1	Habitat 2020 Land Purchase
2	CDBG Chandler Hills Paving Reconstruction and Improvement
3	Washington Park Improvements

#	Project Name
4	Housing Foundation Capacity Building and Development
5	BJSA Sports Participation Assistance Program
6	Heartland Housing Navigator
7	Program Administration

Table 3 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Bellevue selected priority goals during the Consolidated Plan process. During the allocation of funding for the 2019 Action Plan, the City utilized a competitive application process. To address the identified priority needs, the City of Bellevue has chosen to make available CDBG funds annually through an application process. The City accepts application from eligible organizations, which are then reviewed by staff and a CDBG Committee who determine a funding recommendation. CDBG staff determine eligibility and feasibility of each application and then distribute the application to the CDBG Committee for review based on the committee funding philosophy which includes consideration of: comparability with outlined priorities, defined objects, realistic scope, benefit to the community and LMI residents, leveraging of dollars, duplication of services and effectiveness of partnerships, process of evaluations, organization capacity, and readiness for implementation. A recommendation was then made to the Bellevue City Council for consideration. The Bellevue City Council made final approval of projects and annual Action Plans.

AP-38 Project Summary
Project Summary Information

1	Project Name	Habitat 2020 Land Purchase
	Target Area	City of Bellevue
	Goals Supported	Increase Affordable Housing Opportunities
	Needs Addressed	Increase Affordable Housing Opportunities
	Funding	CDBG: \$22,000
	Description	The project will the purchase of one or more plots of land for the development of affordable housing. The land would be located within the city limits of Bellevue and assist with decreasing the overall cost of the construction of the housing unit for the 2020 home build project.
	Target Date	1/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	One low- and moderate- income household will benefit from the purchase of a lot for the development of affordable housing.
	Location Description	The lot will be located within the city limits of Bellevue.
Planned Activities	Activities will include the identification and purchase of one lot within Bellevue city limits for the construction of new affordable housing.	
2	Project Name	CDBG Chandler Hills Paving Reconstruction and Improvement
	Target Area	City of Bellevue
	Goals Supported	Public Facilities and Infrastructure Improvements
	Needs Addressed	Improve Public Infrastructure and Facilities
	Funding	CDBG: \$260,631
	Description	The proposed project includes the the removal and reconstruction of deteriorated streets along 17th Street between Sydney Street and Josephine Streets. The project includes the removal of asphalt pavement and reconstruction with 7" concrete pavement including integral curb and gutter and replacement of the guardrail. The completed street project will have a life expectancy of 20 years.
	Target Date	1/31/2021

	Estimate the number and type of families that will benefit from the proposed activities	The activity is located in a low- and moderate-income census tract, Census Tract 101.07, Block Group 1. There is a total of 1,165 households in this census tract that will benefit from these activities.
	Location Description	17th Street to 19th Street, Sydney Street to Josephine Street, Census Tract 101.07, Block Group 1
	Planned Activities	Activities include removal of existing pavement and asphalt, building of curb and gutters, installation of roadway and guardrails.
3	Project Name	Washington Park Improvements
	Target Area	City of Bellevue
	Goals Supported	Public Facilities and Infrastructure Improvements
	Needs Addressed	Improve Public Infrastructure and Facilities
	Funding	CDBG: \$114,900
	Description	The proposed project includes improvement to Washington Park. Safety improvements will include installation of ADA accessible around the exterior of the park, including along Franklin Street, accessible paths to each of the play structures and benches with accessible pads. ADA curb ramps will be installed at each intersection. Park improvements will include installation of new swing set with an ADA bay. ADA approved ground cover will be installed under a portion of the swing set and under the play structure. A new picnic shelter will be installed if funding allows.
	Target Date	1/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	Washington Park is located in Olde Towne Bellevue and will impact Census Tract 101.06, Block Groups 4 and 5 with a total population of 1,405.
	Location Description	Washington Park is located in Olde Towne Bellevue inside the area boarder by 19th Avenue and 20th Avenue, Franklin Street and Hancock Street; Census Tract 101.06, Block Group 5 and Block Group 4.
	Planned Activities	Activities include the installation of ADA accessible sidewalks and curb ramps, installation of a swing set with ADA swing and ground cover, benches with wheelchair pads, and picnic shelter as funding allows.
	Project Name	Housing Foundation Capacity Building and Development

4	Target Area	City of Bellevue
	Goals Supported	Sustain Current Affordable Housing Increase Affordable Housing Opportunitites
	Needs Addressed	Increase Affordable Housing Opportunities
	Funding	CDBG: \$10,000
	Description	CDBG funding will be provided to complete capacity building for the Housing Foundation of Sarpy County to prepare for the conversion of 51 units of public housing located with Bellevue city limits. The capacity building will include evaluation of units to determine the type of acquisition, rehabilitation or sale is appropriate for each unit and the bests use for equipty in each property to further finance development of affordable housing in Bellevue and Sarpy County. All 51 units are located within Bellevue and will have an impact on the affordable housing supply within city limits.
	Target Date	1/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	The Housing Foundation of Sarpy County has requested release of 51 public housing units to thier ownership and control. The capacity building will assist the Housing Foundation with determining the best use for the units to maintain and increase affordable housing options in Bellevue.
	Location Description	All 51 units are located within Bellevue city limits
	Planned Activities	Activities including conduction capacity building sessions which will include the review and determination of future of 51 units of affordable housing.
5	Project Name	BJSA Sports Participation Assistance Program
	Target Area	City of Bellevue
	Goals Supported	Provide Community/Neighborhood Services
	Needs Addressed	Increase and Expand Public Service Availability
	Funding	CDBG: \$8,000
	Description	The program will assist Bellevue Junior Sports Association to offer participation assistance for low- and moderate-income families who reside within Bellevue city limits. The participation assistance will be expanded and available for all sports programs offered by BJSA. The program offers assistance to help offset the cost of the program participation, including registration fees and equipment fees required to participate in the specific sports program.

	Target Date	1/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	The proposed activity will benefit an estimated 59 low- and moderate-income households.
	Location Description	The program is available to households living within Bellevue city limits.
	Planned Activities	The activity will provide financial assistance to allow children from LMI households to participate in sports programs.
6	Project Name	Heartland Housing Navigator
	Target Area	City of Bellevue
	Goals Supported	Provide Community/Neighborhood Services
	Needs Addressed	Increase and Expand Public Service Availability
	Funding	CDBG: \$15,000
	Description	The project will assist low- and moderate-income homeless individuals and domestic violence victims with housing navigation services in Bellevue city limits. The project also will provide supportive services designed to connect homeless individuals or those fleeing domestic violence to safe, affordable housing options in addition to employment and income support. The program will be expanded to serve anyone at imminent risk of homelessness.
	Target Date	1/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	The program will assist 25 LMI persons.
	Location Description	The program will be available city wide with the navigator meeting with clients at their location.
	Planned Activities	The activity will provided financial assistance for a part-time Housing Navigator position along with associated operating and administrative costs related to the position to expand service to all residents of Bellevue at imminent risk of being homeless.
7	Project Name	Program Administration
	Target Area	City of Bellevue

Goals Supported	Planning and Administration
Needs Addressed	Planning and Administration
Funding	CDBG: \$50,000
Description	The project includes all activities associated with successful administration of the CDBG program including department expenses necessary to administer the CDBG program (staff, salary, benefits, supplies, and services), required action plan, CAPER, financial and reporting requirements, project monitoring, environmental assessments, continued training and education opportunities, and other responsibility for the CDBG program.
Target Date	1/31/2021
Estimate the number and type of families that will benefit from the proposed activities	
Location Description	The Bellevue Administrative Offices are located at 1500 Wall Street, Bellevue, NE 68005.
Planned Activities	The activity includes all cost and expenses associated with administration of the CDBG program.

8	Project Name	2018 Land Purchase
	Target Area	City of Bellevue
	Goals Supported	Affordable Housing
	Needs Addressed	Increase and maintain affordable housing supply
	Funding	CDBG: \$12,522.43
	Description	The proposed project includes the purchase of two lots by Habitat for Humanity of Sarpy County for the new construction of affordable housing units. Each plot of land will be built with a safe, affordable house constructed for a qualified low- and moderate-income family through Habitat's application process. The home construction or rehabilitation will take place with funds received through donations, fundraising, and grants.
	Target Date	12/31/2018
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit one low- and moderate-income households.
	Location Description	The lots will be located within the city limits of Bellevue.
Planned Activities	Activities will include the purchase of one lot within Bellevue city limits for the construction of new affordable housing.	
9	Project Name	Valley View Sidewalk Improvements
	Target Area	City of Bellevue
	Goals Supported	Infrastructure Improvements
	Needs Addressed	Public Facilities and Improvements
	Funding	CDBG: \$0
	Description	The proposed project includes the replacement and new construction of sidewalks and curb ramps in a low and moderate-income census tract to provide for safe, ADA compliant pedestrian travel routes for residents. This project was cancelled due to no response to Request for Bids and concerns for timeliness

	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	The project has been cancelled.
	Location Description	The project is located in low and moderate-income Census Tract 105.02, Block Group 2, and will include Valley View Avenue from 42nd Street to Harrison Plaza and 41st Avenue from Valley View Avenue to High Meadows Lane.
	Planned Activities	Activities include repair and replacement of dilapidated sidewalks and installation of new sidewalks and curb ramps to create continuous, ADA-compliant travel routes.
10	Project Name	CDBG Chandler Hills Paving Reconstruction and Improvement
	Target Area	City of Bellevue
	Goals Supported	Public Facilities and Infrastructure Improvements
	Needs Addressed	Improve Public Infrastructure and Facilities
	Funding	CDBG: \$210,631.35
	Description	The proposed project includes the removal and reconstruction of deteriorated streets along 17th Street between Sydney Street and Josephine Streets. The project includes the removal of asphalt pavement and reconstruction with 7" concrete pavement including integral curb and gutter and replacement of the guardrail. The completed street project will have a life expectancy of 20 years.
	Target Date	1/31/2021
	Estimate the number and type of families that will benefit from the proposed activities	The activity is located in a low- and moderate-income census tract, Census Tract 101.07, Block Group 1. There is a total of 1,165 households in this census tract that will benefit from these activities.
	Location Description	17th Street to 19th Street, Sydney Street to Josephine Street, Census Tract 101.07, Block Group 1
	Planned Activities	Activities include removal of existing pavement and asphalt, building of curb and gutters, installation of roadway and guardrails.
11	Project Name	Washington Park Improvements
	Target Area	City of Bellevue
	Goals Supported	Public Facilities and Infrastructure Improvements

Needs Addressed	<i>Improve Public Infrastructure and Facilities</i>
Funding	<i>CDBG: \$289,900.00</i>
Description	<i>The proposed project includes improvement to Washington Park. Safety improvements will include installation of ADA accessible around the exterior of the park, including along Franklin Street, accessible paths to each of the play structures and benches with accessible pads. ADA curb ramps will be installed at each intersection. Park improvements will include installation of new swing set with an ADA bay. ADA approved ground cover will be installed under a portion of the swing set and under the play structure. A new picnic shelter will be installed if funding allows.</i>
Target Date	<i>1/31/2021</i>
Estimate the number and type of families that will benefit from the proposed activities	<i>Washington Park is located in Olde Towne Bellevue and will impact Census Tract 101.06, Block Groups 4 and 5 with a total population of 1,405.</i>
Location Description	<i>Washington Park is located in Olde Towne Bellevue inside the area boarder by 19th Avenue and 20th Avenue, Franklin Street and Hancock Street; Census Tract 101.06, Block Group 5 and Block Group 4.</i>
Planned Activities	<i>Activities include the installation of ADA accessible sidewalks and curb ramps, installation of a swing set with ADA swing and ground cover, benches with wheelchair pads, and picnic shelter as funding allows.</i>

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Allocations for CDBG funding are typically based geographically only when an application is eligible for a project primarily benefitting low-and-moderate income area that meets the priorities of the Consolidated Plan.

Of the seven projects funded during the 2019 fiscal year, two have specific locations. The City of Bellevue's Chandler Hills Paving Improvement and Reconstruction project will be located in north central Bellevue in Census Tract 101.07, Block Group 1. This block group has a population of 1,335 with 80.5% low- and moderate-income population. The Washington Park Improvement project is located in Olde Towne Bellevue, Census Tract 101.06, Block Group 4 and 5, which has a population of 1,405 and a LMI population of 52.6% and 80.3% respectively. The 2018 Land Purchase project by Habitat for Humanity of Sarpy County which includes the purchase of one lot will be located in Bellevue city limits and identified at the time of purchase. The Housing Foundation of Sarpy County anticipates owners of 51 public housing units located on various lots throughout the City of Bellevue.

Substantial Amendment

Since the Washington Park Improvement project was approved in the 2019-2020 Action Plan, the geographic distribution information has been listed above. The project is in Census Tract 101.06, Block Group 4 and 5, which has a population of 1,405 and an LMI population of 52.6% and 80.3% respectively.

Geographic Distribution

Target Area	Percentage of Funds
City of Bellevue	100

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

As outlined in the Consolidated Plan, the City is not targeting specific neighborhoods, but may develop target areas over the period of this plan as several local initiatives develop more specific revitalization plans. The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that address high priority needs of low- and moderate-income persons, households, or areas. While the City does emphasize assisting LMI areas, the funding of specific activities is based

upon an evaluation of which ones best meets identified needs.

Discussion

The City of Bellevue distributes funding through a competitive application process. Emphasis is placed on projects that address needs of low- and moderate-income persons, households, or areas, While the City does emphasize assisting LMI areas, the funding of specific activities is based upon an evaluation of which one best meet identified needs. The City accepts applications from eligible organizations which are then reviewed by staff and a CDBG Committee who determines a funding recommendation. CDBG staff determines eligibility and feasibility of each application and then distributes those applications to the committee for review based on the committee's funding philosophy which includes consideration of: comparability with outlines priorities, defined objectives, realistic scope, benefit to the community and LMI residents and leveraging of dollars. The recommendation is then provided to the Bellevue City Council for final approval of the proposed projects for the Action Plan.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

In the Consolidated Plan, the City of Bellevue outlined the priority to maintain and increase affordable housing stock for low- and moderate-income individuals and families. The City identified the goal to address this need of affordable housing with partners to educate the public regarding affordable housing and fair housing information.

During the 2019 Action Plan, funds have been allocated to Habitat for Humanity of Sarpy County to address critical housing needs through the purchase of a lot and the development of new affordable housing within the city limits of Bellevue. Through the partnership with Habitat for Humanity, the City of Bellevue will reduce the number of substandard housing units, maintain the existing affordable housing stock and contribute to increase independence and quality of life for very low-income households. Also during the 2019 Action Plan, the City of Bellevue is providing assistance to support the Housing Foundation of Sarpy County to build capacity to develop affordable housing while maintaining the existing level of affordable housing following the release of public housing units from HUD to the Foundation.

In order to support those who are facing homelessness, the plan allocates funding to Heartland Family Service to provide housing navigation service to those who are imminent risk of homelessness.

One Year Goals for the Number of Households to be Supported	
Homeless	25
Non-Homeless	0
Special-Needs	0
Total	25

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	1
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	1

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

Affordable housing continues to be a priority for Bellevue. In addition the funding allocated in the 2019

Action Plan to activities the maintain, develop and support affordable housing, the City of Bellevue is partnering with the Bellevue Housing Authority and other agencies throughout Sarpy County to complete a Housing Study to demonstrate the need for affordable housing and assist efforts to encourage additional development.

AP-60 Public Housing – 91.220(h)

Introduction

The Bellevue Housing Authority is the primary provider of housing to very low income households in the City. The BHA receives funding on an annual basis from HUD to support the provision of housing, to make repairs on existing properties and to provide programs and supportive services to public housing residents.

Actions planned during the next year to address the needs to public housing

No CDBG funding is directly allocated to meet public housing needs in fiscal year 2017. The City of Bellevue will support non-profit efforts to construct affordable housing, including the Public Housing Authority, by assisting in the identification of vacant or abandoned properties and lots for home building purposes and other areas as needed. During the 2019 Action Plan, funds have been allocated to the Housing Foundation of Sarpy County to build to capacity to focus on the maintaining and development of affordable housing. In addition, the City is supporting the effort of the Housing Authority to fund and develop a housing study for Sarpy County to demonstrate the need for affordable housing and assist with the discussion for additional development.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Bellevue will continue working closely with the Bellevue Housing Authority to address the importance of resident involvement and promote fair housing information among the residents. With limited funding available, the City of Bellevue has not funded a project to encourage public housing residents to become more involved in management and to participate in homeownership.

All programs funded by the City of Bellevue will be promoted among the residents to increase involvement in city events and activities, specifically economic development and job growth activities will be encouraged to include Public Housing resident outreach in their recruitment strategy.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Bellevue Housing Authority is not identified as troubled by HUD.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Bellevue relies on the Metropolitan Area Continuum of Care for the Homeless (MACCH) to assist with providing activities and projects directly to the homeless and other special needs population. MACCH most recently updated the 10-year plan to end homelessness in 2015. This updated ensured compliance with the federal strategic plan to prevent and end homelessness. The City of Bellevue actively participated to ensure all needs are identified and addressed within the jurisdiction. In the updated 10 Year Plan, the following four overarching goals were identified:

- End Chronic Homelessness
- End Veteran Homelessness
- End child, family, and youth homelessness
- Set a path to reducing overall homelessness

One needs according to service providers and shelters is increased awareness of existing resources available to meet the needs of the homeless throughout the metropolitan area. The City of Bellevue plans to continue efforts working with the Continuum of Care and area agencies to improve data regarding Bellevue and Sarpy County in order to better understand the need and coordinate efforts to address these needs. With the increased data availability, the information will be more useful and present a more accurate picture of the homeless population in order to match needs with projects and identify funding sources for projects.

In addition to the 10 year plan, MACCH was selected to participate in the national Zero 2016 Campaign to end chronic and veteran homelessness by creating a national tipping point to prove that success is possible, ultimately motivating all communities to end veteran homelessness and end chronic homelessness one year later.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Bellevue will continue to work with MACCH to identify areas where assistance can be provide beyond that of funding.

In the 2019 Action Plan, CDBG funding will be used to assist Heartland Family Services to continue Housing Navigator services to assist any family who is at imminent risk of becoming homeless or already homeless with a link to housing and income programs. The City will also provide assistance to Habitat for Humanity of Sarpy County to develop new housing units. Through the production of new housing

units, the City will provide additional affordable housing for families facing homelessness or that are already homeless.

The City also relies on its network of providers who are members of the MACCH. As these are the agencies and organizations who work day to day with the homeless, they are most capable of reaching out to the homeless population and assessing their individual needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Bellevue does not receive Emergency Shelter Grant funds and has not committed CDBG funding to add shelters and housing in this annual action plan. Instead, the City will work with MACCH to increase their participation in available area non-profit organization planning, operational cost estimating, grant writing and other skills classes that will help the City understand the needs and provide greater assistance to shelters to increase funding, effectively and efficiently plan costs, and make the most of limited funding while preserving or increasing services. In addition to working with MACCH, the City will continue to work with all partners in the Affirmatively Further Fair Housing Plan to develop activities and provide support to addressing the needs of homeless in Bellevue.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Bellevue Housing Authority administers the housing voucher program for the Bellevue community. The City of Bellevue offers housing assistance to homeowners with repairs to ensure the housing is safe, sanitary, and accessible for the homeowner to remain in the house. The City will work with MACCH to identify gaps in service for Bellevue as a part of the 10 year plan to end homelessness. As gaps are identified, Bellevue will work with area agencies to develop programs and projects to help address the need and end homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Bellevue offers the housing assistance programs in an effort to assist low- and moderate-income persons and households to remain in their homes and not become homeless. By providing this

assistance, the low and moderate-income households are able free their home of code violations and threats to health and safety of the occupants. This activity may prevent a household from facing homelessness and allow the use of limited funding for family needs rather than costly housing repairs.

As part of the 2019 Action Plan, the City will provide assistance to Heartland Family Service to continue the Housing Navigator program and expand the program to assist all households at imminent risk of homelessness to connect them to housing and income assistance in the community. The Navigator will work closely with programs in the Bellevue area to identify eligible clients, complete initial assessments to determine client needs and assist clients in developing a plan for housing stability.

By providing the Housing Navigator program, three objective listed in the MACCH's 10 year plan to end homelessness will be addressed: increase use of prevention resources to divert families from entering shelter; reduce the length of time of homeless so that no individual or family remains homeless for longer than 90 days; and increase access to employment and benefit income. This project will provide a new service to Bellevue residents and would directly address the needs of homeless individuals in the Bellevue community by addressing a gap in services.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Bellevue is working towards elimination of barriers to all affordable housing. The City recently updated their fair housing ordinance and is working to expand expanded Fair Housing outreach by providing fair housing information brochures at city and public facilities and events, and sponsored public service announcements with media organizations that provide such services to local government. The City monitors local, county, state and federal regulations, policies and ordinances that may directly or inadvertently affect fair housing choice and takes appropriate remedial action as possible.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Bellevue will continue to provide assistance and funding to private sector and non-profit organizations that support the goal of increasing the supply and availability of affordable housing units and number of available jobs specifically in areas where affordable housing is easily accessible. By increase the economic impact and job opportunities within the city close to affordable housing options, the City hopes to minimize the impact of the public transportation barrier. The City will continue to review it policies to identify any building or zoning codes that present barriers to the development of affordable housing. The City remains committed to removing the negative effects of public policies that serve as barriers to affordable housing.

Discussion:

None.

AP-85 Other Actions – 91.220(k)

Introduction:

Every year, the City of Bellevue looks for innovative, fresh ideas to use CDBG funds to address community needs and provide the biggest benefit for low- and moderate-income persons and community as a whole with the relatively small amount of CDBG funds received.

In determine the most advantageous use for the funding, the City of Bellevue takes into consideration different actions to foster and maintain affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination within the community.

Actions planned to address obstacles to meeting underserved needs

The City of Bellevue will continue to identify community partners to assist with address the needs of the underserved in the community. By working with these partners and development projects for funding, the City hopes to develop public services offered by organizations within our community to specially address resident's needs.

As part of the 2019 plan, the City of Bellevue allocated funds to Bellevue Junior Sports Association to provide participation assistance to low- and moderate-income families to allow children to participate in organized sports programs.

Actions planned to foster and maintain affordable housing

The City of Bellevue will continue to identify community partners to assist with address the needs of the underserved in the community. The City will continue to work with Rebuilding Together Omaha to identify opportunities to improve affordable housing for homeowners through the rehabilitation programs. In the 2019 Action Plan, funding was provided to Habitat for Humanity of Sarpy County for the purchase of a lot for development of affordable housing. Through the assistance to purchase a lot for the development of new affordable housing units the overall cost should decrease for the new homeowner. Working with these partners and development projects for funding, the City hopes to develop public services offered by organizations within our community to specifically address resident's needs.

Actions planned to reduce lead-based paint hazards

As part of the ongoing program, the City will address lead-based paint hazards in homes receiving rehabilitation assistance when funding is available. The City staff will pursue educational opportunities for lead based paint to assist with educating contractors of the requirements, identify available trainings

in the area, and work to identify additional funds sources to address this issue.

Actions planned to reduce the number of poverty-level families

By providing investment in economic development to encourage new or expanding businesses to locate in Bellevue, the long-term jobs for low- and moderate-income residents will be increased which will provide stable employment opportunities and increase financial independent for poverty-level families. While the current plan does not allocate funding to economic development projects, the City will continue to work with the Bellevue Chamber of Commerce and other civic and business leaders to identify opportunity to expand the job opportunities for LMI households and provide necessary assistance such as job training to prepare individuals for those opportunities.

Actions planned to develop institutional structure

The City strategy is to enhance coordinate partnerships among its Consolidated Plan partners, including health, mental health, homelessness, veteran, elderly, community-based, housing, and state and local government agencies to further examine the causes and demographics of homelessness and risk, assist in developing additional data sources, identify and report trends impacting multiple agencies in a more timely fashion, and provide outreach and education regarding conditions that create risk, homelessness, and chronic homelessness amongst the mentally-ill and other special-needs residents.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will support the efforts of the Metropolitan Area Continuum of Care for the Homeless and participate in the updates to the 10 year plan to end homelessness and more regularly in their multi agency meetings. More active participation in the Continuum will improve the coordination of the City's Consolidated Plan goals and the Continuum's 10 Year Plan to End Homelessness.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The 2019 Action Plan includes funding for one administration project and six additional projects: Habitat 2020 Land Purchase, Chandler Hills Paving Improvement and Reconstruction, Washington Park Improvement, Housing Foundation Capacity Building and Development, BJSa Sports Participation Assistance Program, and Heartland Housing Navigator Program.

Of the six projects, two projects will directly benefit low- and moderate-income persons; Washington Park Improvement and CDBG Chandler Paving Project will provide an area benefit with a location in a low- and moderate-income census tract; and Habitat 2020 Land Purchase and Housing Foundation Capacity Building and Development will impact low- and moderate- income housing opportunities.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

Annual Action Plan 44
2019

RESOLUTION NO. 2020-18

A RESOLUTION ADOPTING THE SUBSTANTIAL AMENDMENT TO THE 2019-2020 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the City of Bellevue (the "City") has participated directly within the federal Department of Housing and Urban Development (HUD) as an entitlement jurisdiction for Community Development Block Grant (CDBG) funds; and,

WHEREAS, in accordance with the Federal Regulations governing the CDBG program certain changes and revisions to the Annual Action Plan may be considered a substantial amendment as outlined in the City's Citizen Participation Plan; and,

WHEREAS, the City has completed and distributed the proposed Substantial Amendment to the 2019-2020 Annual Action Plan proposing the reallocation of \$ 175,000.00 in CDBG funding; and

WHEREAS, the substantial amendment and a public notice announcing the 30-day public comment period for the amendment have been published for citizen comment prior to forwarding the document to City Council for adoption; and

WHEREAS, the City Council held a public hearing on April 7, 2020, to provide an opportunity for the public to comment on the information in the amendment to the Action Plans.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows

- (a) Adopts the Substantial Amendment to the 2019-2020 Annual Action Plan;
- (b) After evaluation of all the pertinent information presented, authorizes the Mayor to submit on behalf of the City of Bellevue, the Substantial Amendment to the 2019-2020 Annual Action Plan to the U.S. Department of Housing and Urban Development.

PASSED, APPROVED AND ADOPTED by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 7th day of April, 2020.

Rusty Hike, Mayor

(SEAL)

ATTEST:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
4/7/2020

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Jeff Roberts, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Bellevue Major Street Resurfacing (MAPA-5081(1), CN 22775)

SYNOPSIS/BACKGROUND:

The State, on behalf of the city, received bids for the construction of this project. Western Engineering Company, Inc. was the low bidder to whom the contract should be awarded. A contract will be provided for the Mayor to sign as soon as the resolution is approved and returned. This is an 80/20 cost share with the Nebraska Department of Transportation and is part of the One & Six Year Program.

FISCAL IMPACT: \$1,630,897.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Bellevue Major Street Resurfacing (2020)		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Bellevue Major Street Resurfacing		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: YES		
CIP PROJECT NAME: Varies (see CIP Project Numbers)	CIP PROJECT NUMBER: ST20(8), ST20(9), ST20(10), ST20(11), ST20(12), & ST20(13)	
STREET DISTRICT NAME (S): Giles Rd., 25th St., 15th St., Betz Rd., & 36th St.	STREET DISTRICT NUMBER (S): 2018-10, 2011-30, 2018-2, 2018-5, 2011-31	
ACCOUNTING DISTRIBUTION CODE: CIPST20(8 thru 13)	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve the Resolution awarding the Bellevue Major Street Resurfacing project identified as MAPA-5081(1) to Western Engineering Company, Inc. in the amount of \$1,482,633.64 plus 10% contingency (\$148,263.36) totaling \$1,630,897.00 with the City Council authorizing the Mayor to sign the contract on behalf of the city.

ATTACHMENTS:

- | | | |
|--------------------------------------|--------------------|------------------------|
| 1. Resolution 2020-17 | 2. Bid Tabulations | 3. Memo from Dean Dunn |
| 4. LPA Program Agreement - STP Funds | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bree Roblins
[Signature]
[Signature]

RESOLUTION #2020-17

WHEREAS, there has been signed by the CITY OF BELLEVUE on the 3rd day of September, 2019, and the State on the 12th day of September, 2019, an agreement providing for the construction of a Federal Aid City Project at the following location: BELLEVUE MAJOR STREET RESURFACING, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as MAPA-5081(1), and

WHEREAS, the above mentioned agreement provided that the City will pay costs as set forth in the agreement, and

WHEREAS, the State, on behalf of the City received bids for the construction of this project based on the final plans and specifications on March 26, 2020, at which time 3 bid(s) were received for the construction of the proposed work, and

WHEREAS, the following Contractor(s) for the items of work listed has/have been selected as the low bidder(s) to whom the contract(s) should be awarded:

WESTERN ENGINEERING COMPANY, INC., HARLAN, IA 51537-0350
MISCELLANEOUS, BITUMINOUS, GENERAL: \$1,482,633.64

NOW THEREFORE, in consideration of the above facts, the City Council of the CITY OF BELLEVUE, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Council hereby concurs in the selection of the above mentioned Contractor(s) for the items of work listed, to whom the contract(s) should be awarded.
3. The Council hereby approves of the final plans and specifications that were used in the bidding process for this project.
4. The Council hereby authorizes the Mayor to sign the contract(s) with the above mentioned Contractor(s) for the above mentioned work on behalf of the City.

DATED THIS _____ DAY OF _____, A.D. _____

CITY OF BELLEVUE

(Mayor)

ATTEST:

(City Clerk)

Council Member _____
moved the adoption of said resolution.

Roll Call: _____ yea, _____ nay.
Resolution adopted, signed and billed as adopted.

CALL ORDER: 205

CONTRACT ID: 2775

COUNTY: SARPY

LETTING DATE: 3/26/2020

DISTRICT: 2

PROJECT: MAPA-5081(1)

CONTRACT DESCRIPTION: BELLEVUE MAJOR STREET RESURFACING

VENDOR NO. BID NOTES

RANK	VENDOR NO.	VENDOR NAME	TOTAL BID	% OVER LOW BID
1	0477	WESTERN ENGINEERING COMPANY, INC.	\$ 1,482,633.64	100.0000 %
2	4574	OLDCASTLE MATERIALS MIDWEST CO. DBA OMNI ENGINEERING	\$ 1,563,204.40	105.4343 %
3	0574	CONSTRUCTORS, INC.	\$ 2,094,957.79	141.2998 %

CALL ORDER: 205
CONTRACT ID: 2775
PROJECT: MAPA-5081(1)

LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(1) 0477 WESTERN ENGINEERING COMPANY, INC.		(2) 4574 OMNI ENGINEERING(OLDCASTLE MATLS MW/DBA)		(3) 0574 CONSTRUCTORS, INC.	
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0001 GROUP 8 MISCELLANEOUS						
0001 0030.80 1.000 LUMP MOBILIZATION	\$ 6,000.00000	\$ 6,000.00	\$ 5,383.00000	\$ 5,383.00	\$ 8,000.00000	\$ 8,000.00
0002 3040.11 75.000 SY CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	\$ 123.00000	\$ 9,225.00	\$ 129.00000	\$ 9,675.00	\$ 141.62000	\$ 10,621.50
0003 3040.12 182.000 SY CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	\$ 118.00000	\$ 21,476.00	\$ 124.00000	\$ 22,568.00	\$ 135.96000	\$ 24,744.72
0004 3040.13 133.000 SY CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH	\$ 112.00000	\$ 14,896.00	\$ 117.00000	\$ 15,561.00	\$ 130.29000	\$ 17,328.57
SECTION TOTALS		\$ 51,597.00		\$ 53,187.00		\$ 60,694.79
0002 GROUP 9 BITUMINOUS						
0005 0030.90 1.000 LUMP MOBILIZATION	\$ 104,000.00000	\$ 104,000.00	\$ 29,265.00000	\$ 29,265.00	\$ 80,000.00000	\$ 80,000.00
0006 4005.00 3078.000 LB CAST IRON RING AND COVER	\$ 1.58000	\$ 4,863.24	\$ 1.65000	\$ 5,078.70	\$ 1.76000	\$ 5,417.28
0007 4012.21 1.000 EACH RECONSTRUCT INLET	\$ 4,150.00000	\$ 4,150.00	\$ 4,414.00000	\$ 4,414.00	\$ 4,645.23000	\$ 4,645.23
0008 4014.71 27.000 EACH ADJUST INLET TO GRADE	\$ 913.00000	\$ 24,651.00	\$ 969.00000	\$ 26,163.00	\$ 1,019.69000	\$ 27,531.63
0009 4015.00 36.000 EACH ADJUST MANHOLE TO GRADE	\$ 835.00000	\$ 30,060.00	\$ 888.00000	\$ 31,968.00	\$ 934.71000	\$ 33,649.56
0010 7500.32 22.000 EACH ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	\$ 155.00000	\$ 3,410.00	\$ 160.00000	\$ 3,520.00	\$ 169.95000	\$ 3,738.90
0011 7500.38 17.000 EACH ONLY, PREFORMED PAVEMENT MARKING, TYPE 4	\$ 275.00000	\$ 4,675.00	\$ 283.00000	\$ 4,811.00	\$ 300.24000	\$ 5,104.08

CALL ORDER: 205
CONTRACT ID: 2775
PROJECT: MAPA-5081(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0477 WESTERN ENGINEERING COMPANY, INC.		(2) 4574 OMNI ENGINEERING(OLDCASTLE MATLS MW/DBA)		(3) 0574 CONSTRUCTORS, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0012 7503.50 5" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	10772.000 LF	\$ 4.20000	\$ 45,242.40	\$ 4.40000	\$ 47,396.80	\$ 4.70000	\$ 50,628.40
0013 7503.51 5" YELLOW PREFORMED PAVEMENT MARKING, TYPE 4	23800.000 LF	\$ 4.10000	\$ 97,580.00	\$ 4.30000	\$ 102,340.00	\$ 4.59000	\$ 109,242.00
0014 7508.04 12" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	210.000 LF	\$ 17.00000	\$ 3,570.00	\$ 17.60000	\$ 3,696.00	\$ 18.69000	\$ 3,924.90
0015 7512.04 24" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	394.000 LF	\$ 22.50000	\$ 8,865.00	\$ 23.50000	\$ 9,259.00	\$ 24.93000	\$ 9,822.42
0016 7530.48 RAILROAD CROSSING SYMBOL PREFORMED PAVEMENT MARKING, TYPE 4	1.000 EACH	\$ 825.00000	\$ 825.00	\$ 853.00000	\$ 853.00	\$ 906.39000	\$ 906.39
0017 8022.20 HYDRATED LIME/WARM MIX ASPHALT	9300.000 EACH	\$ 1.75000	\$ 16,275.00	\$ 1.45000	\$ 13,485.00	\$ 1.79000	\$ 16,647.00
0018 9005.71 ASPHALTIC CONCRETE, TYPE SLX	1950.000 TON	\$ 60.05000	\$ 117,097.50	\$ 61.60000	\$ 120,120.00	\$ 90.00000	\$ 175,500.00
0019 9005.83 ASPHALTIC CONCRETE, TYPE SPH(0.375)	7350.000 TON	\$ 57.00000	\$ 418,950.00	\$ 66.50000	\$ 488,775.00	\$ 90.00000	\$ 661,500.00
0020 9009.00 PLACEMENT OF ASPHALTIC CONCRETE FOR DRIVEWAYS AND INTERSECTIONS	2566.000 SY	\$ 10.00000	\$ 25,660.00	\$ 3.70000	\$ 9,494.20	\$ 4.85000	\$ 12,445.10
0021 9021.16 PERFORMANCE GRADED BINDER (58V-34)	361.200 TON	\$ 564.00000	\$ 203,716.80	\$ 586.00000	\$ 211,663.20	\$ 600.00000	\$ 216,720.00
0022 9053.00 TACK COAT	14140.000 GAL	\$ 2.00000	\$ 28,280.00	\$ 2.55000	\$ 36,057.00	\$ 2.22000	\$ 31,390.80
0023 9179.33 COLD MILLING, CLASS 3	31039.000 SY	\$ 2.40000	\$ 74,493.60	\$ 3.15000	\$ 97,772.85	\$ 5.72000	\$ 177,543.08
0024 9179.34 COLD MILLING, CLASS 4	10064.000 SY	\$ 2.75000	\$ 27,676.00	\$ 3.40000	\$ 34,217.60	\$ 6.29000	\$ 63,302.56

CALL ORDER: 205
CONTRACT ID: 2775
PROJECT: MAPA-5081(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0477 WESTERN ENGINEERING COMPANY, INC.		(2) 4574 OMNI ENGINEERING(OLDCASTLE MATLS MW/DBA)		(3) 0574 CONSTRUCTORS, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0025 9186.00 CONCRETE SURFACE MILLING	37376.000 SY	\$ 3.00000	\$ 112,128.00	\$ 3.80000	\$ 142,028.80	\$ 6.65000	\$ 248,550.40
0026 9300.38 RAP INCENTIVE PAYMENT	15810.000 EACH	\$ 1.00000	\$ 15,810.00	\$ 1.00000	\$ 15,810.00	\$ 1.00000	\$ 15,810.00
0027 9300.50 ASPHALT PAVEMENT SMOOTHNESS TESTING	10.300 MILE / LUMP	\$ 4,000.00000	\$ 4,000.00	\$ 7,844.00000	\$ 7,844.00	\$ 15,000.00000	\$ 15,000.00
0028 L021.73 CURB INLET PROTECTION	30.000 EACH	\$ 120.00000	\$ 3,600.00	\$ 343.00000	\$ 10,290.00	\$ 223.03000	\$ 6,690.90
0029 W600.03 ADJUST VALVE BOX TO GRADE	8.000 EACH	\$ 780.00000	\$ 6,240.00	\$ 781.00000	\$ 6,248.00	\$ 878.06000	\$ 7,024.48
SECTION TOTALS			\$ 1,385,818.54		\$ 1,462,570.15		\$ 1,982,735.11
0003 GROUP 10 GENERAL							
0030 0001.08 BARRICADE, TYPE II	2004.000 BDAY	\$ 0.50000	\$ 1,002.00	\$ 0.50000	\$ 1,002.00	\$ 0.50000	\$ 1,002.00
0031 0001.10 BARRICADE, TYPE III	62.000 BDAY	\$ 10.20000	\$ 632.40	\$ 10.70000	\$ 663.40	\$ 11.33000	\$ 702.46
0032 0001.75 TEMPORARY SIGN DAY	544.000 EACH	\$ 4.10000	\$ 2,230.40	\$ 4.25000	\$ 2,312.00	\$ 4.53000	\$ 2,464.32
0033 0001.97 BARRICADE SIGN DAY	1555.000 EACH	\$ 3.07000	\$ 4,773.85	\$ 3.20000	\$ 4,976.00	\$ 3.40000	\$ 5,287.00
0034 0002.44 TEMPORARY PAVEMENT MARKING, TYPE PAINT	16545.000 LF	\$ 0.41000	\$ 6,783.45	\$ 0.43000	\$ 7,114.35	\$ 0.45000	\$ 7,445.25
0035 0002.97 FLASHING ARROW PANEL	38.000 DAY	\$ 92.00000	\$ 3,496.00	\$ 96.00000	\$ 3,648.00	\$ 101.97000	\$ 3,874.86
0036 0003.10 FLAGGING	38.000 DAY	\$ 400.00000	\$ 15,200.00	\$ 427.00000	\$ 16,226.00	\$ 485.70000	\$ 18,456.60

CALL ORDER: 205
CONTRACT ID: 2775
PROJECT: MAPA-5081(1)

LINE NO / ITEM CODE ITEM DESCRIPTION	QUANTITY	(1) 0477 WESTERN ENGINEERING COMPANY, INC.		(2) 4574 OMNI ENGINEERING(OLDCASTLE MATLS MW/DBA)		(3) 0574 CONSTRUCTORS, INC.	
		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0037 0020.00 TRAINING	100.000 HOUR	\$ 2.00000	\$ 200.00	\$ 2.00000	\$ 200.00	\$ 2.00000	\$ 200.00
0038 0030.00 MOBILIZATION	1.000 LUMP	\$ 3,000.00000	\$ 3,000.00	\$ 2,063.00000	\$ 2,063.00	\$ 1,699.48000	\$ 1,699.48
0039 9110.01 RENTAL OF LOADER, FULLY OPERATED	15.000 HOUR	\$ 90.00000	\$ 1,350.00	\$ 113.00000	\$ 1,695.00	\$ 91.79000	\$ 1,376.85
0040 9110.02 RENTAL OF MOTOR GRADER, FULLY OPERATED	15.000 HOUR	\$ 90.00000	\$ 1,350.00	\$ 120.00000	\$ 1,800.00	\$ 107.73000	\$ 1,615.95
0041 9110.03 RENTAL OF DUMP TRUCK, FULLY OPERATED	15.000 HOUR	\$ 95.00000	\$ 1,425.00	\$ 123.00000	\$ 1,845.00	\$ 91.03000	\$ 1,365.45
0042 9110.07 RENTAL OF SKID LOADER, FULLY OPERATED	15.000 HOUR	\$ 85.00000	\$ 1,275.00	\$ 76.50000	\$ 1,147.50	\$ 68.17000	\$ 1,022.55
0043 L860.50 ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE	1.000 LUMP	\$ 2,500.00000	\$ 2,500.00	\$ 2,755.00000	\$ 2,755.00	\$ 5,015.12000	\$ 5,015.12
0044 L860.51 ENVIRONMENTAL INCENTIVE	1.000 EACH	\$ 500.00000	\$ 500.00	\$ 500.00000	\$ 500.00	\$ 500.00000	\$ 500.00
0045 L860.52 ENVIRONMENTAL DISINCENTIVE	1.000 CDAY	(\$ 500.00000)	(\$ 500.00)	(\$ 500.00000)	(\$ 500.00)	(\$ 500.00000)	(\$ 500.00)
SECTION TOTALS			\$ 45,218.10			\$ 47,447.25	\$ 51,527.89
CONTRACT TOTALS			\$1,482,633.64			\$1,563,204.40	\$2,094,957.79



City of Bellevue

Public Works Administration

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

MEMO TO: Jeff Roberts, Public Works Director

FROM: Dean Dunn, Manager of Engineering Services

DATE: March 30, 2020

SUBJECT: Bellevue Major Street Resurfacing
Federal Aid Project No. MAPA-5081(1)

On September 3, 2019, the City Council approved the LPA Program Agreement – STP Funds with the State providing for the construction of a Federal Aid City Project to be known as Bellevue Major Street Resurfacing. A copy of the Agreement is attached for your review. The State on behalf of the City received bids for the construction of this project based on the final plans and specifications on March 26, 2020. Three bids were received and the low bidder was Western Engineering Company, Inc. in the amount of \$1,482,633.64. The State has provided a resolution for the above referenced project for placement on the Council Agenda.

By approving the resolution, the City Council agrees to provide the necessary funds to pay for all costs incurred until Federal funds are allowed and paid, the Council concurs with the selection of Western Engineering Company, Inc. for the construction of the project, and the Council authorizes the Mayor to sign the contract with Western Engineering Company, Inc. on behalf of the City.

This is an 80/20 cost share with the Nebraska Department of Transportation (NDOT). Certain routes in Bellevue's jurisdiction have been designated as being eligible for Surface Transportation Program (STP) funds by the NDOT, Federal Highway Administration. The STP funds will provide improvements on eligible routes using Advanced Construction (AC). The entire fiscal impact amount will be bonded with reimbursement occurring in an out-year to be applied to a larger non-Federal Aide transportation project. The City will be billed and be responsible for 100 percent of the project and will request the AC funds be converted and will be reimbursed up to 80 percent of the eligible and participating costs.

After the resolution is approved and returned to the State, a standard contract will be issued for the Mayor to sign. A copy of the contract will not be made available until after the approved resolution has been returned to the State. This will be the same standard contract that has been used for other State funded projects. The City Attorney's office is comfortable knowing the contract will be the State's standard contract.

COPY

LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS

CITY OF BELLEVUE, NEBRASKA
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. MAPA-5081(1)
STATE CONTROL NO. 22775
BELLVUE MAJOR STREET RESURFACING

THIS AGREEMENT is between the City of Bellevue, Nebraska, a local public agency ("LPA"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, certain routes in LPA 's jurisdiction have been designated as being eligible for Surface Transportation Program (STP) Funds by the Department of Transportation, Federal Highway Administration, hereinafter called the FHWA, in compliance with Federal laws pertaining thereto, and

WHEREAS, STP Funds have been made available by Title 23 of the United States Code, providing for improvements on eligible routes, and

WHEREAS, the Federal share payable on any portion of a STP project will be a maximum of 80 percent of the eligible and participating costs; LPA's share will be the remaining 20 percent of the eligible and participating costs; and LPA will also be responsible for all other nonparticipating or ineligible costs, and

WHEREAS, regulations for implementing the provisions of the above mentioned act provide that the Federal share of the cost of those projects will be paid only to State, and

WHEREAS, the regulations further permit the use of funds other than State funds in matching Federal Funds for the improvements of those routes, and

WHEREAS, State is willing to assist LPA to the end of obtaining Federal approval of the proposed work and Federal Funds for the construction of the proposed improvement, with the understanding that this project is not a State project and that no State Funds are to be expended on this project, and

WHEREAS, LPA has designated an available fully-qualified public employee or elected official to act as "Responsible Charge" (RC) for the subject Federal-aid Transportation project, and

WHEREAS, the RC will be in day-to-day responsible charge of all aspects of the project, from planning through post-construction activities and maintain the project's eligibility for Federal-aid Transportation project funding, and

WHEREAS, LPA understands that it must comply with all terms of 23 C.F.R. 635.105 in order for this Federal-aid transportation project to be eligible for Federal funding, and

WHEREAS, if LPA is to receive Federal participation for any portion of the work on the proposed project, it is necessary for all phases of work to comply with Federal requirements and procedures, and

WHEREAS, State and LPA agree that State, on behalf of LPA, will advertise the project for bids, conduct a letting, make award recommendations to LPA and prepare a construction contract for LPA's execution and use, and

WHEREAS, State will be responsible for paying directly LPA's construction contractor, preliminary and construction engineering providers, and may pay directly other services providers when specified in subsequent agreements, and

WHEREAS, State's role is only federal funding eligibility, including providing quality assurance to ensure FHWA on LPAs behalf that the project is designed, constructed and managed according to federal rules and regulations. State will coordinate with LPA on federal funding issues on behalf of LPA, and

WHEREAS, Federal Regulations provide that LPA shall not profit or otherwise gain from local property assessments that exceed LPA's share of project costs, and

WHEREAS, the funding for the project under this Agreement includes monies from the FHWA, therefore, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year then the audit requirements of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost of the project, is currently estimated to be \$2,074,000.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, LPA's share of the total project costs is estimated to be \$772,400.00. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. These costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

This project includes 6 major segments that will be milled to take the old deteriorated surface off and resurface with a new asphalt material. Sewer manholes and utilities will be adjusted vertically to match the new asphalt surface, and

WHEREAS, LPA desires that this project, the location of which is shown on attached **Exhibit "A"**, be developed and constructed under the designation of Project No. MAPA-5081(1) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of the LPA dated the 3rd day of September, 2019, attached as **Exhibit "B"** and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts, LPA and State agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

“FHWA” means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

“LPA” means Local Public Agency that is sponsoring a Federal-Aid transportation project.

“NEB. REV. STAT.” means the Nebraska Revised Statutes, which is the official compilation of Nebraska law.

“OMB” means the Federal Office of Management and Budget.

“FULL-TIME PUBLIC EMPLOYEE” means a public employee who meets all the requirements and is afforded all the benefits of full-time employees as that phrase is applied to other employees of the employing entity. A person is not a full-time employee if that person provides outside private consulting services, or is employed by any private entity, unless that person can prove to State in advance, that employee's non-public employment is in a field unrelated to any aspect of the project for which Federal-aid is sought.

“PUBLIC EMPLOYEE” for the purpose of selecting an RC for this project means a person who is employed solely by a county, a municipality, a political subdivision, a Native American tribe, a school district, another entity that is either designated by statute as public or quasi-public, or entity included on a list of entities determined by State and approved by the Federal Highway Administration (FHWA), as fulfilling public or quasi-public functions.

“RESPONSIBLE CHARGE” or “RC” means the public employee or elected official who is fully empowered by LPA and has actual day-to-day working knowledge and responsibility for all decisions related to all aspects of the Federal-aid project from planning and development through construction project activities, including all environmental commitments before, during and after construction. The RC is the day-to-day project manager, and LPA's point-of-contact for the project. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring project construction. It is understood that RC may delegate or contract certain technical tasks associated with the project so long as RC actively manages and represents LPA's interests in the delegated technical tasks.

“STATE” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between LPA and the United States Department of Transportation for LPA federally funded transportation projects.

“STATE REPRESENTATIVE” means an individual from the Nebraska Department of Transportation District Office assigned to the project, who will perform State's federal funding eligibility duties under this Agreement.

SECTION 2. DURATION OF THIS AGREEMENT (2-25-14)

- 2.1 **Effective Date** --This Agreement is binding on the date it is fully executed by State.
- 2.2 **Renewal, Extension or Amendment** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 2.3 **Identifying Date** – For convenience, this Agreement's identifying date will be the date State signed the Agreement.
- 2.4 **Duration**– This Agreement will expire upon completion of LPA's Federal-aid project and final financial settlement, except that any terms of this Agreement that contemplate long

term activities of LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law, NEPA document, permit or agreement.

- 2.5 Termination** – Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. PURPOSE OF AGREEMENT

- 3.1 LPA wishes to obtain Federal-aid funding for a transportation project on a street, highway, road, trail or other transportation related facility under LPA's jurisdiction. The Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project but will provide Federal funding for eligible and participating project costs through State. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. The purpose of this Agreement is to set forth the understanding of LPA and State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this Agreement, LPA shall continue to have all duties concerning any aspect of project management, planning, design, construction, operation and maintenance. Nothing in this Agreement shall be construed to create any duty of State to LPA concerning such matters. LPA further agrees that LPA shall have no claim or right of action against State under this Agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this Agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.
- 3.2 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements and the perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to develop this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 LPA hereby designates Dean Dunn as the RC for this project.
- 4.2 Duties and Assurances of LPA concerning its designated RC for this project.
- 4.2.1 LPA understands the duties and responsibilities of LPA and RC as outlined in LPA Guidelines Manual for Federal-Aid Projects.
- 4.2.2 LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.

- 4.2.3 The RC is a full-time public employee or elected official of LPA, or a full-time employee of another entity as defined in "Public Employee" above.
- 4.2.4 LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that State must meet under 23 CFR 635.105.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer and the LPD Project Coordinator; after such notification LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, LPA shall, within one day or sooner if possible, notify verbally and in writing State's LPD Quality Management Engineer, the LPD Project Coordinator, and State District Representative; after such notification, LPA shall replace the RC no later than ten calendar days or sooner if possible. With advance written approval by State, LPA may use a Provisional RC in accordance with State's Provisional RC Policy.
- 4.2.6 LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes, but is not limited to, meeting all post-construction commitments, including but not limited to environmental or maintenance. LPA understands that failure of LPA or State to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that LPAFHWA finds that the project is ineligible for Federal funding, LPA will repay State all previously paid Federal Funds, as determined by State, and any costs or expenses State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.
- 4.2.7 LPA acknowledges that many conditions must be met for the transportation project contemplated by this Agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements, and State's perceived priority of this project with other projects competing for limited federal-aid funds.
- 4.2.8 The Parties further understand that the project plans and specifications shall be sealed, signed and dated by a professional licensed engineer in State of Nebraska, and that estimates will be prepared and the construction will be observed by a professional engineer licensed in State of Nebraska or a person under direct supervision of a professional engineer licensed in State of Nebraska as required by Neb. Rev. Stat. § 81-3445.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

For any work to be completed by LPA on this project, LPA agrees to comply with all Federal-aid project procedures and requirements applicable to this project, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual for Federal-aid Projects.

5.1 The Applicable Legal and Contract Requirements.

- a. The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
- b. **LPA Guidelines Manual** - LPA also agrees to strictly comply with the applicable provisions of Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address:
<https://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event LPA believes that The Manual does not clearly address a particular aspect of the project work, LPA shall seek guidance or clarification from State's Local Project Division Section Engineer or Project Coordinator, and shall make its best effort to comply with such guidelines or clarification.

5.2 Federal Oversight.

If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of LPA to understand the additional requirements and ensure that State and FHWA are provided timely notice for additional oversight and approvals.

SECTION 6. SCHEDULE

In order to retain federal funding for this project, LPA shall cause the project to move promptly through all project stages to meet the targeted letting date. LPA shall coordinate with State concerning the progress of the project and notify State of any issues that will affect the project schedule. Failure of LPA to properly advance the project or meet project deadlines may result in suspension or termination and loss of federal funding for this project. See SECTION 19. SUSPENSION OR TERMINATION.

SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES

7.1 Engineering Services

LPA shall procure engineering services providers using the Qualifications Based Selection process set out in the LPA Guidelines Manual. Engineering services include, but are not limited to; planning studies, preliminary engineering, environmental activities, Right-of-Way design, construction engineering, or architectural services.

7.2 Right-of-Way Services

LPA shall comply with State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual" for the procurement of Right-of-Way services for property acquisition appraisals, appraisal reviews, negotiations, and relocation assistance.

SECTION 8. COORDINATING PROFESSIONAL

If LPA's project involves more than one licensed professional engineer or architect, LPA will designate a Coordinating Professional for this project, as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). LPA will notify State in writing of such designation prior to commencement of professional services. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. LPA's failure to provide written notice to State under this section may result in the costs of previous professional services being declared ineligible for reimbursement or other sanctions allowed by law or both.

SECTION 9. DEVELOPMENT OF THE PROJECT

LPA shall be responsible for all stages of the development and construction of this Federal-aid project. The stages of LPA's project may include all or any of the following services: environmental, design, right-of-way, utilities, railroad, and construction. This Agreement, in conjunction with the LPA Guidelines Manual, will define the responsibilities and actions required by LPA for each of these applicable services.

SECTION 10. ENVIRONMENTAL RESPONSIBILITY

10.1 NEPA

- 10.1.1 LPA must comply with the National Environmental Policy Act (NEPA) and all applicable federal, state and local environmental requirements because this project is federally funded. Therefore, prior to letting the project, LPA shall be responsible for (1) completing all environmental reviews, (2) obtaining permits and approvals. Additionally, LPA shall be responsible for meeting all environmental commitments during and after the construction of the project.
- 10.1.2 Prior to appraising property, acquiring right-of-way, or final design for the project, LPA shall receive approval by State and the FHWA of one of the following: (1) Categorical Exclusion, (2) Environmental Assessment - Finding of No Significant Impact, (3) Environmental Impact Statement - Record of Decision.
- 10.1.3 Public involvement must be held in accordance with State's "Pursuing Solutions Through Public Involvement" located at:
<http://www.transportation.nebraska.gov/docs/public-involvement.pdf>. When the NEPA process requires public involvement, LPA shall conduct necessary location or design hearings or combined location and design public hearings. State Local Projects, Project Coordinator is available to assist LPA in determining what public involvement efforts are required based upon NEPA and public sensitivities.

10.2 Municipal Separate Storm Sewer System (MS4) Program

If LPA's project is within an area that is subject to the federal Storm Water Phase II Regulatory Requirements of 40 CFR 122.34 (b), then LPA or the project consultant will design, construct and maintain, as a part of this project, water quality facilities as required by LPA's National Pollutant Discharge Elimination system (NPDES) permitted Municipal Separate Storm Sewer System (MS4) program. If LPA does not have an active construction storm water management and post construction storm water management program, LPA or the project consultant shall follow the State MS4 program.

SECTION 11. DESIGN

11.1 Preparation of Plans, Specifications, and Estimates

LPA will develop project plans, specifications, and estimates sufficient for a bid letting. This work may be accomplished by LPA or a consultant selected by LPA following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using States' standard template agreement. Any work performed prior to execution of said agreement, Federal authorization of funding, and receipt of a Notice to Proceed will not be eligible for Federal-aid. All plans, specifications, and estimates must be submitted to State for review and comment for federal funding eligibility.

11.2 Professional Performance

It is understood by the Parties that LPA is solely responsible for the professional performance and ability of LPA and the project consultant(s) in the planning, design, construction, operation and maintenance of this project. Any review or examination by State, or acceptance or use of the work product of LPA or the project consultant(s) will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of LPA and the project consultant(s) which would relieve LPA from any expense or liability that would be connected with LPA's sole responsibility for the propriety and integrity of the professional work to be accomplished by LPA for the project.

SECTION 12. RIGHT-OF-WAY

12.1 Governing Documents

The Federal law governing acquisition of additional property rights and relocation on federally assisted projects is found in 23 CFR Part 710, and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, commonly called the Uniform Act (49 CFR Part 24). The LPA shall comply with 23 CFR part 710, the Uniform Act, State's "Right-of-Way Acquisition Guide for Local Public Agencies" and State's "Right-of-Way Manual".

The Uniform Act applies whenever Federal dollars are used in any phase of a project, such as planning, engineering, environmental studies, or construction. **The Uniform Act must be followed even if there is NO Federal funding in the Right-of-Way phase.** State's Relocation Assistance Act, Neb. Rev. Stat. §§ 76-214 to 76-1238 applies on all projects.

12.2 Costs

Any eligible actual Right-of-Way costs incurred by LPA shall be billed to State for reimbursement in accordance with the SECTION 18. FINANCIAL RESPONSIBILITIES in this Agreement.

12.3 Encroachments

Federal law requires that the right-of-way for a Federal-aid project must be dedicated exclusively to the transportation use for which the project is to be constructed. State will not advertise for, or hold, a bid letting for LPA's project until the existing ROW has been cleared of all encroachments. LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. LPA agrees to take all necessary actions, including but not limited to (1) bringing appropriate legal proceedings to remove encroachments if the owner has no right to occupy the public ROW, (2) to acquire and pay for the removal of encroachments when the owner's right to occupy public ROW is clear, or (3) to litigate or otherwise resolve all disputed claims to State's satisfaction at LPA's sole cost. LPA understands that after the project is completed, LPA shall keep the project ROW free of future public or private encroachments or uses. LPA shall communicate regularly with State about the status of LPA's efforts to remove all encroachments identified on the project

12.4 Land Corners

LPA shall fully cooperate with State and the project consultants to locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners that may be affected by the construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

12.5 Special Assessments

Prior to initiating a special assessment on a Federal-aid project, LPA shall notify State of LPA's proposed assessment. A special assessment levied as part of this Federal-aid project shall be conducted as described in this section.

LPA is required to provide to State documentation for each of the four points noted below. LPA is also required to follow all the terms of the Uniform Act in the acquisition of right-of-way for this Federal-aid project.

"When federal funds participate in a project, an LPA may not levy a special assessment, solely against those property owners from whom acquisitions are made for the public improvement, for the primary purpose of recovering the compensation paid for the real property. This recapture of compensation would constitute a form of forced donation, which is coercive and thus not permitted under the Uniform Act. However, an LPA may levy an assessment to recapture funds expended for a public improvement, provided the assessment is levied against all properties in the taxation area or in the district being improved and provided it is consistent with applicable local ordinances."

LPA needs to confirm there is no Uniform Act violation by documenting the following:

- The affected property owners will be provided just compensation for their property as required by the Federal and State Constitutions and reiterated in the Uniform Act.
- The acquisition costs will be paid by LPA and property owners made aware they will not be assessed the cost to acquire their property needed for the project.
- The purpose of the special assessment is not to recover the acquisition costs.
- The assessment will not be arbitrarily imposed on selected property owners in the special improvement district in response to their demand for just compensation or that the assessment will be implemented in a way that differs from the way other like assessments have been imposed under similar circumstances.

The project files must contain documentation affirming the above bulleted items.

12.6 Reimbursement of LPA's Right-of-Way

LPA is not expected to incur any reimbursable ROW costs for this project. However eligible ROW expenses include appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers fees. Additional expenses for condemnation proceeding or District Court Trial may be reimbursed to LPA on a case-by-case basis. All required documentation of Chapter 7 of State's Right-of-Way Manual must be submitted to and approved by State Right of Way Division in order for LPA's ROW expenses to be reimbursed. All requests for ROW reimbursement should be submitted to State on ROW Form AP-23, along with supporting documents. One form needs to be completed for each property tract on the project.

SECTION 13. RAILROAD

This section has intentionally been left blank in this contract.

SECTION 14. UTILITIES

14.1 Utility facilities installed, relocated, or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R. § 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and State's "Policy for Accommodating Utilities on State Highway Right-of-Way." Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R § 635.410. LPA's project utility work shall also follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA Guidelines Manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between LPA and the Utility will need to be executed by both parties and approved by State. A Notice to Proceed given by State to LPA must be obtained prior to beginning the utility rehabilitation or utility installation work. State's

standard utility agreement (State Template AGR167) must be used; a copy of this Agreement can be obtained from the LPD Project Coordinator.

- 14.2 All eligible non-betterment municipally owned and operated utility rehabilitation costs within the corporate limits of LPA will become a project cost. Outside the corporate limits, the non-betterment portion of utility rehabilitation costs will become a project cost for facilities occupying private property.

Further, there will be no Federal reimbursement for utility facilities if they are located on existing public Right-of-Way, unless a right to future reimbursement was retained in the prior project; however, non-betterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it becomes necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and actual costs submitted by the utility and approved by LPA and State up to the amount of federal funding obligation obtained by State.

14.3 LPA Owned Utilities

14.3.1 Waterlines and Sanitary Sewer Lines – Along and under the project route

LPA or the project consultant will be responsible for designing the location within the new project of any waterlines or sewer lines that are located along and under the transportation project route. If applicable, LPA shall cooperate with and provide the design consultant with the non-location design items, such as type, size and needed accessories, for any lines of these types.

14.3.2 All other Utility Facilities – Along or crossing the project

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

14.4 Non-LPA Owned Utilities

LPA shall develop a Utility Rehabilitation Agreement for LPA to approve and sign with each non-LPA owned Utility Company that has utility facilities that may be affected by the project construction. **LPA shall formally approve and sign all Utility Rehabilitation Agreements with non-LPA owned utilities.** The agreements will require the owner of the utility facilities to develop a plan and schedule the completion of a project for the necessary rehabilitation of each facility caused by the project. State will reimburse the eligible non-betterment rehabilitation costs incurred by the non-LPA owned utility. LPA shall take all actions State deems necessary to comply with any utility rehabilitation agreement(s) on this project, including enforcing the utility rehabilitation work schedule to avoid to the maximum extent possible any conflict with the project construction contractor's schedule.

14.5 State Highway Right-of-Way

Any project utility work to be completed within a State Highway ROW will require LPA to obtain approval and a form of a letter of authorization or a permit from State. State shall assist LPA with contacting State's local District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the District Engineer.

SECTION 15. FINAL PLANS, BID LETTING AND CONSTRUCTION

15.1 Plans, Specifications and Estimates (PS&E)

LPA is solely responsible for the accuracy and completeness of the PS&E package for LPA's project. Approximately five months prior to the targeted letting date, LPA shall submit a complete final plans package (including, but not limited to the following documents; 100 percent plans, specifications, engineers' estimate, status of utilities, status of environmental commitments, environmental permits, right-of-way certificate) to State's Local Projects Division Project Coordinator for review. The PS&E package will be reviewed by State. LPA shall promptly make, or cause to be made, any necessary or requested changes and provide all required certifications, in order for the PS&E package to be ready for advertisement to meet the targeted date of the bid letting.

15.2 Bid Letting and Award of Construction Contract

State, on behalf of LPA, will provide State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following State's bid letting and award procedures. State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when State rejects all bids. LPA must provide a resolution concurring with the selection of the low bidder before State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

15.3 Construction and Construction Engineering

LPA agrees to cause the project to be constructed in compliance with the approved PS&E package, State approved change orders, and applicable rules, regulations and statutes. The construction of this project will require a) the services of the RC as LPA's representative, b) construction oversight by a licensed professional engineer (see Neb.

Rev. Stat. § 81-3445), and c) a State Representative from the District whose review of the project's construction will relate solely to the eligibility of the project for federal funding.

Trans*Port SiteManager shall be used as the construction record-keeping system for construction and construction engineering services for this project. The RC and construction Consultants must complete State's training in the use of Trans*Port SiteManager software.

LPA will be solely responsible for all construction engineering on this project. The construction engineering is an eligible project expense and includes, but is not limited to; construction management, staking, inspection and field testing. This work may be accomplished by LPA, or a Consultant selected by LPA, following the process set out in SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using State's standard template agreement. Construction engineering services will not be eligible for Federal funding if performed prior to: 1) execution of said agreement, 2) Federal authorization of funding, and 3) receipt of a written Notice to Proceed.

SECTION 16. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT

16.1 Tentative Final Acceptance

Consultant, or LPA providing the construction engineering, shall notify the RC in writing when all contract work is complete and ready for inspection. RC shall, within one week, inspect the work for conformance with the construction contract. Within one week of acceptance of the work by LPA, LPA shall issue a Tentative Final Acceptance letter to the Contractor, with a copy to State, advising them that all contract work has been tentatively accepted.

16.2 NDOT Form 91 - Notification of Contract Completion Upon receipt by State of LPA's Tentative Final Acceptance letter to the Contractor, State's District Engineer will prepare and distribute a NDOT Form 91. Consultant or LPA providing construction engineering services may only incur expenses for up to 45 days following the construction completion date cited on the NDOT Form 91 or the Tentative Final Acceptance letter.

16.3 NDOT Form 299 – Project Construction Conformity Certification

When the project final records are ready to be submitted to State for approval, LPA and, when applicable, LPA's Consultant shall certify project construction conformity by signing the NDOT Form 299. LPA shall submit the NDOT Form 299, one set of As-Built Plans (per the Nebraska Department of Transportation Construction Manual) and all final records to State Representative.

State Representative assigned to the project will then conduct a final review of the project and determine whether the project meets federal program requirements. If State Representative determines the project meets federal requirements, State Representative will submit the NDOT Form 299, the final records, and one set of As-Built Plans to State Construction Division – Final Review Section. If State Representative determines the project does not meet federal program requirements, State Representative will notify LPA's RC in writing of what must be done to bring the project into compliance.

State Construction Division – Final Review Section will review and approve the finals package, and when approved, will sign the NDOT Form 299 and distribute it to the NDOR Controller Division, to provide notification of project closeout and to request final payment to the Contractor.

16.4 Audit and Final Settlement with LPA

16.4.1 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred on the project are eligible for reimbursement with Federal Funds. LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA shall take any actions necessary to resolve any issues involved with the audit of the project.

16.4.4 The amount of the final settlement between State and LPA will be LPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to State by LPA.

16.4.5 If LPA's calculated share is more than the amount of local funds previously paid to State, State will bill LPA for the difference. LPA agrees to pay the amount due State within thirty (30) days of receipt of invoice.

16.4.6 If LPA's calculated share is less than the amount of local funds previously paid to State, State will reimburse LPA for the difference.

SECTION 17. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. LPA will release and hold harmless State and FHWA from any suits brought against State arising out of LPA's operation and maintenance of or related to the project.

SECTION 18. FINANCIAL RESPONSIBILITY

18.1 General

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The Parties understand that no State funds will be used to finance the costs of LPA's project. LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by LPA, LPA shall pay or repay State for all costs incurred by State or reimbursed with Federal-aid funds prior to such abandonment.

18.2 Total Project Costs and Funding Commitments

The total cost of the project is currently estimated to be \$2,074,000.00 as set out in the table below:

ESTIMATED PROJECT FUNDING (Attach supporting documentation for estimates)						
	FFY of TIP/STIP	Federal	Local Match	Nonparticipating	Other	Total
PE Phase	2019					
PE				\$71,000.00		\$71,000.00
NEPA				\$15,000.00		\$15,000.00
Final Design						
RC						
NDOR		\$8,000.00	\$2,000.00			\$10,000.00
PE Subtotal		\$8,000.00	\$2,000.00	\$86,000.00		\$96,000.00
ROW						
Utilities						
Construction	2020	\$1,087,200.00	\$271,800.00	\$361,000.00		\$1,720,000.00
CE Phase						
CE		\$165,120.00	\$41,280.00			\$206,400.00
RC		\$27,520.00	\$6,880.00			\$34,400.00
NDOR		\$13,760.00	\$3,440.00			\$17,200.00
CE Total		\$206,400.00	\$51,600.00			\$258,000.00
TOTAL		\$1,301,600.00	\$325,400.00	\$447,000.00		\$2,074,000.00

Both LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated for some of the phases set out above, LPA must seek and obtain, from State, additional Federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State's approval of such estimate,
- Receiving notification from State that additional Federal Funds have been obligated,
- Receipt of a notice to proceed from State to incur costs, if applicable

Funding conditions applicable to this project are as follows: **This project is set-up using Advanced Construction (AC) Funds.**

18.3 LPA Responsibility

LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the project or any portion of the project LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, LPA shall pay or repay State for all costs incurred by State prior to such abandonment.

18.4 Reimbursement of Costs Incurred by LPA

LPA incurred project costs of the five (5) types listed in this section may be eligible for reimbursement from Federal-aid funds for this project if:

- LPA submits a detailed cost estimate, when applicable, and State approves such estimate,

- State has obtained Federal Funds obligation,
- State issues notice to proceed to LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement, and
- LPA submits invoices no more frequently than monthly. LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse LPA for the Federal share of the eligible actual costs. LPA shall retain detailed cost records supporting all invoices, and shall submit those records to State upon request.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by LPA are allowable under this Agreement, including any Professional Services agreements.

18.4.1 LPA Project oversight costs

Project oversight costs include: direct costs, such as compensation of LPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects. If LPA wishes to be reimbursed for these costs, State will request an initial Federal funding obligation of \$5,000 for this purpose, so that LPA may commence work immediately following receipt of a notice to proceed from State prior to performing any work which would result in exceeding the initial \$5,000 Federal funding authorization.

If additional reimbursement is desired by LPA, LPA must submit a detailed cost estimate for approval by State. If approved, State will request an adjustment to the Federal funding obligation.

18.4.2 LPA provided professional services

Professional services provided by LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by LPA and associated costs.

Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.

18.4.2 Non-betterment Utility Relocation Costs

Certain utility relocation costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Utility Agreement with the applicable utility using State's template agreement, which shall identify the services to be provided by the utility and associated costs. **Any utility work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.4.3 Right-of-Way

Certain right-of-way costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Eligible ROW expenses include, but are not limited to, appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers' fees. Additional expenses for condemnation proceedings or District Court Trials may be reimbursed to LPA on a case-by-case basis.

If LPA uses ROW service providers, LPA shall execute an agreement using State's template agreement, which shall include a detailed scope of services and associated costs. **Any right-of-way costs incurred prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.4.4 Railroad

Certain railroad costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Railroad Agreement with the applicable railroad using State's template agreement, which shall identify the services to be provided by the railroad and associated costs. **Any railroad work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.5 Payment of Consultant Professional Services by State

When LPA uses consultant professional services for this project, the costs of these services may be eligible for payment from Federal-aid funds. For State to pay for these professional services, LPA must execute an agreement with the service provider using State's template agreement. Such agreement shall include a detailed scope of services and fee proposal. State shall pay the consultant directly, with Federal and local funds, for any eligible costs. Any non-participating costs, or costs determined to be ineligible, shall be the sole responsibility of LPA and LPA shall reimburse State for any such costs paid to the Consultant. **Any professional services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.6 Payment of Construction Costs by State

All project contractor construction costs will be paid directly to the contractor by State, on behalf of LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans*Port SiteManager Software**. All progress estimates and final estimates must be approved by the RC prior to submittal to State Representative for funding approval and processing of payments.

18.7 State Incurred Costs

The expense incurred by State employees to perform tasks related to the development and construction of this project may be part of the cost of the project. LPA shall be responsible for such costs as charged by State employees; however, these costs are eligible for Federal-aid participation up to the maximum amounts outlined below. The maximum amount for which Federal Funds will participate in State incurred costs are:

1. PE Phase (including ROW Design activities)
Upon execution of this Agreement, State may obligate up to a maximum of \$10,000, allocated in accordance with the table above, for State incurred PE Phase services.
2. Construction Phase
State will request an obligation of Federal Funds equal to 1% of the estimated construction costs or \$5,000, whichever is greater, allocated in accordance with the table above, for Construction Phase services. State will request an additional obligation of Federal Funds of \$2,500 for internal audit costs incurred by State. LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

18.8 LPA Project Budget and Invoicing by State

- 18.8.1 LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.
- 18.8.2 At times determined by State, and after execution of this Agreement, State will invoice LPA for some or LPA's entire share of State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, State will invoice LPA their share of the total agreement amount.
- 18.8.3 Upon award of the construction contract, State will invoice LPA their share of the construction contract plus contingencies and construction engineering (includes \$2,500 audit costs), and any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon by the Parties. LPA shall pay State within 30 calendar days of receipt of invoice from State.

18.9 Audit and Final Cost Settlement

- 18.9.1 Final reimbursement requests must be made within 60 days after LPA has filed a completed State DR Form 299 with State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.
- 18.9.2 The final settlement between State and LPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the SECTION 16. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT of this Agreement for additional information.

18.10 Project Withdrawal

If LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed.

SECTION 19. SUSPENSION OR TERMINATION

19.1 Suspension.

State, in its sole discretion, reserves the right to suspend LPA's project when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by

LPA. Suspension of the project may include, but is not limited to, State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

19.2 Termination.

This Agreement may be terminated as follows:

- a. State and LPA, by mutual written agreement, may terminate the Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
 1. A decrease or shift in available federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
 2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
 - a) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
 - b) LPA has not advanced the project to Right-of-Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR Part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
 - c) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by State.
 - d) LPA has failed to replace the RC with an RC approved by State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
 - e) LPA either (1) informs State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.
 - f) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
 - g) LPA has not included the project or project phases within LPA's one or six year plans or, when applicable, within LPA's Transportation Improvement Program (TIP), in the correct fiscal year.

3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
 4. A notice or declaration of FHWA or State that any part of the project is or has become ineligible for federal funding.
 5. LPA's failure to sign any State requested project documents in a timely manner.
 6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from State.
 7. LPA's breach of a provision of this Agreement.
 8. LPA's failure to cause the project to be constructed according to the approved project plans and specifications.
- c. LPA may terminate the Agreement upon sixty (60) days written notice of termination to State, subject to LPA meeting the conditions of paragraph 5 below.
 - d. Prior to State terminating this Agreement, State shall provide written notice to LPA of the basis for termination and, when determined applicable by State, provide LPA sixty (60) days to properly resolve all issues identified by State.
 - e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under e.(a). Further, LPA will thereafter be solely responsible for all costs associated with LPA's project.

SECTION 20. FEDERAL AUDIT REQUIREMENT

- 20.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 20.2 LPA shall comply with this Single Audit mandate as described in Section 20.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 20.3 If necessary, the Federal award information needed for the SEFA includes:
- Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
 - Pass-Through Grantor:** Nebraska Department of Transportation
 - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
 - CFDA Number:** 20.205
 - Project Number:** MAPA-5081(1)

20.4 If a Part 200 Audit is submitted by LPA, LPA shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 21. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to State, for review and approval, any proposed changes to LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

SECTION 22. INDEMNITY

LPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this Agreement.

SECTION 23. TRAFFIC CONTROL

LPA shall be responsible for the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's RC shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed. LPA

SECTION 24. CONFLICT OF INTEREST LAWS

LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on State website at the following location:

<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

Consultants and subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 25. DRUG FREE WORKPLACE

LPA shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 26. RECORDS RESPONSIBILITY

LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement; such records must be available for inspection by State and the FHWA or any authorized representatives of the Federal government, and LPA shall furnish copies to those mentioned in this section when requested to do so.

SECTION 27. FAIR EMPLOYMENT PRACTICES

If LPA performs any part of the work on this project, LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 28. DISABILITIES ACT

LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 29. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

30.1 Policy

LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

30.2 Disadvantaged Business Enterprises (DBEs) Obligation

LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. LPA shall not

discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts LPA enters into on this project.

Failure of LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES

During LPA's performance of work under this Agreement, LPA, for itself, its assignees and successors in interest agrees as follows:

- 31.1 **Compliance with Regulations:** LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 31.2 **Nondiscrimination:** LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 31.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by LPA of LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 31.4 **Information and Reports:** LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, LPA shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 31.5 **Sanctions for Noncompliance:** In the event of LPA's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
 - (a) Withholding of payments to LPA under this Agreement until LPA complies, and/or
 - (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

31.6 Incorporation of Provisions: LPA shall include the provisions of Sections 31.1 through 31.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 32. ENTIRE AGREEMENT


This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by LPA this 3rd day of September, 2019.

WITNESS:

Susan Klutke
LPA Clerk

 CITY OF BELLEVUE
Rusty Hike
Rusty Hike
Mayor

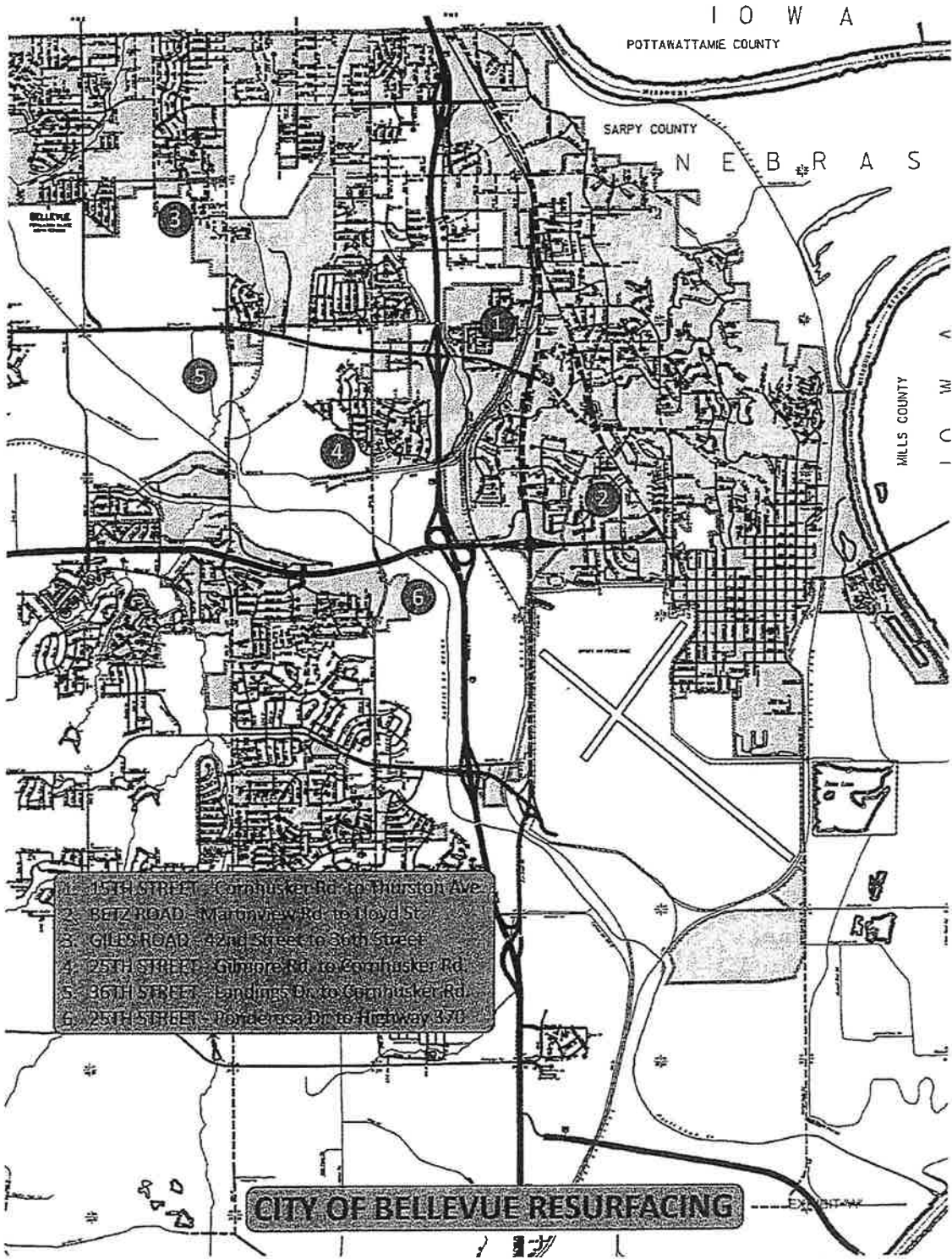
EXECUTED by State this 12 day of September, 2019.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Jodi Gibson
Local Assistance Division Manager

MAJOR STREET RESURFACING MAPA 2020

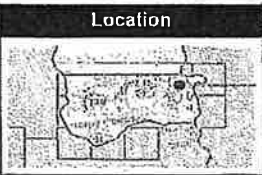
NO.	ONE- & SIX-YEAR PLAN NO.	STREET SEGMENT	FROM	TO	SURFACE TYPE	LENGTH	WIDTH	LANE	ROW	NATIONAL FUNCTIONAL CLASSIFICATION	LATITUDE	LONGITUDE	SECTION, TOWNSHIP, AND RANGE	CURRENT ADT	PROJECTED 20-YR ADT	% OF TRUCKS
						FEET	FEET	MILES	FEET		DD MM SS	DD MM SS				
1	M146(202B)	15TH STREET	CORNHUSKER ROAD	TILURSTON AVENUE	CONCRETE	1180	44	0.62	66	MAJOR COLLECTOR	41° 09' 37.69" N	95° 56' 07.44" W	Sec 27 T14N R13E			
2	M146(207B)	BETZ ROAD	MARTINVIEW ROAD	LLOYD STREET	CONCRETE/ ASPHALT	4810	33	1.82	VARIES	MAJOR COLLECTOR	41° 08' 39.73" N	95° 55' 16.72" W	Sec 35 T14N R13E			
3	M146(221B)	GILES ROAD	42ND STREET	36TH STREET	CONCRETE	2670	24	1.01	66	MAJOR COLLECTOR	41° 10' 34.79" N	95° 58' 19.70" W	Sec 20 T14N R13E			
4	M146(225)	25TH STREET	GILMORE ROAD	CORNHUSKER ROAD	CONCRETE/ ASPHALT	4650	36	2.50	VARIES	MAJOR COLLECTOR	41° 09' 13.60" N	95° 56' 61.62" W	Sec 27 T14N R13E			
5	M146(226)	36TH STREET	LANDINGS DRIVE	CORNHUSKER ROAD	CONCRETE/ ASPHALT	1622	36	0.75	VARIES	MINOR ARTERIAL	41° 09' 34.60" N	95° 58' 00.61" W	Sec 28 T14N R13E			
6	M146(255B)	15TH STREET	PONDEROSA DR	HWY 370	CONCRETE/ ASPHALT	2759	42	1.44	VARIES	MINOR ARTERIAL	41° 08' 01.54" N	95° 56' 47.62" W	Sec 34 T14N R13E			



- 1. 15TH STREET - Cornhusker Rd. to Thurston Ave.
- 2. BETZ ROAD - Martinview Rd. to Hoyd St.
- 3. GIBBS ROAD - 42nd Street to 36th Street
- 4. 25TH STREET - Gimpre Rd. to Cornhusker Rd.
- 5. 36TH STREET - Landings Dr. to Cornhusker Rd.
- 6. 25TH STREET - Ronderosa Dr. to Highway 370

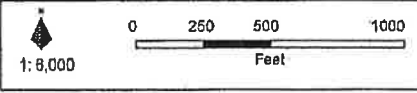
CITY OF BELLEVUE RESURFACING

15TH STREET - Cornhusker Rd. to Thurston Ave.



Legend

Project Location



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.

Sarpy County GIS
 1210 Golden Gate Dr.
 Suite 1130
 Papillion, NE 68046
 m@ps.sarpy.co

EXHIBIT A

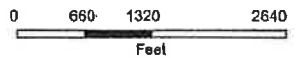
BETZ ROAD - Martinview Rd. to Lloyd St.



Legend

 Project Location

1: 15,840

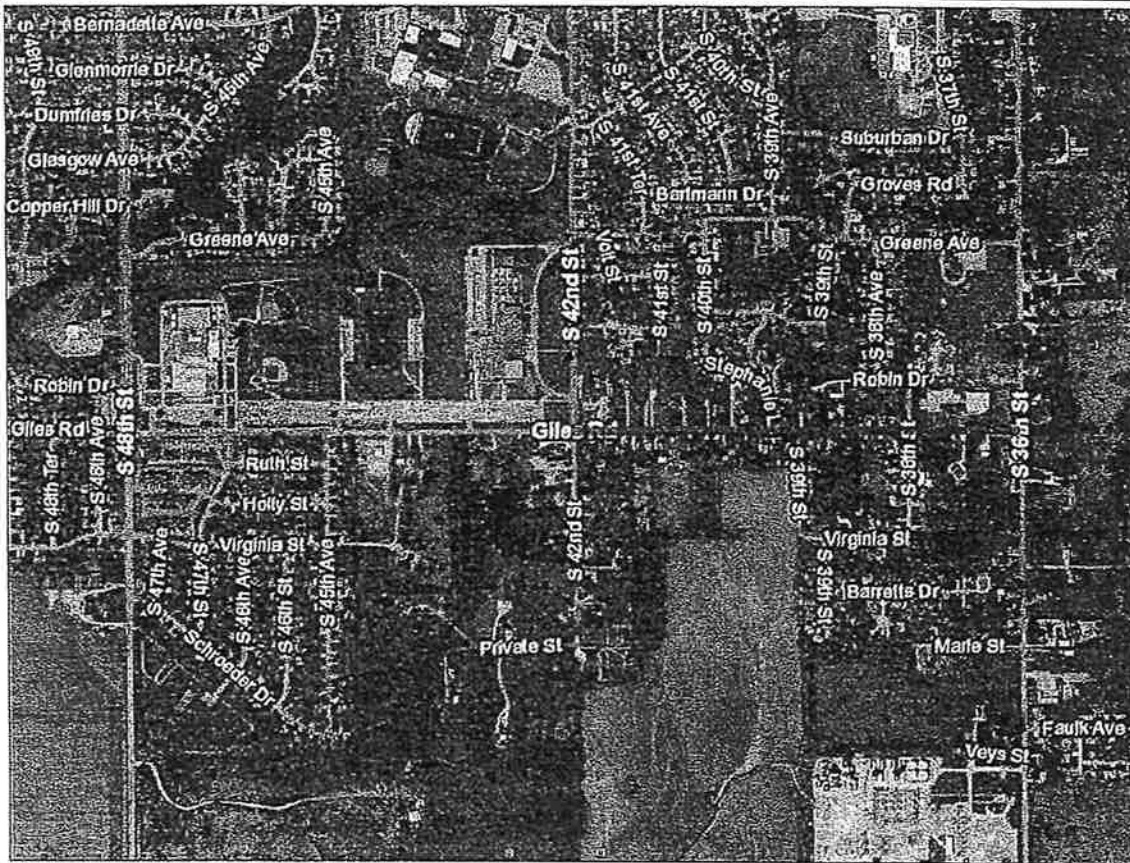


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Sarpy County GIS
 1210 Golden Gate Dr.
 Suite 1130
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maps.sarpy.com

EXHIBIT A

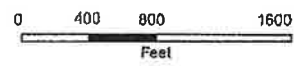
GILES ROAD - 42nd Street to 36th Street



Legend

Project Location

1: 9,600

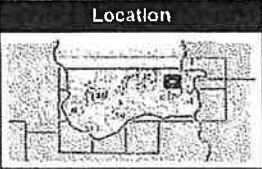


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Sarpy County GIS
 1210 Golden Gate Dr.
 Suite 1130
 Papillon, NE 68048
 mps@sarpy.com

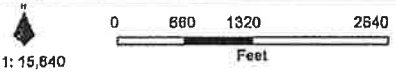
EXHIBIT A

25TH STREET - Gilmore Rd. to Cornhusker Rd.



Legend

- Project Location



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 1210 Golden Gate Dr.
 Sully 1150
 Papillon, NE 68046
 msp@sarpy.com

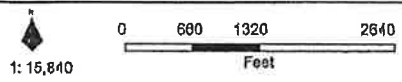
EXHIBIT 'A'

36TH STREET - Landings Dr. to Cornhusker Rd.



Legend

Project Location

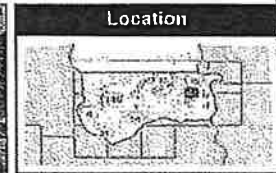
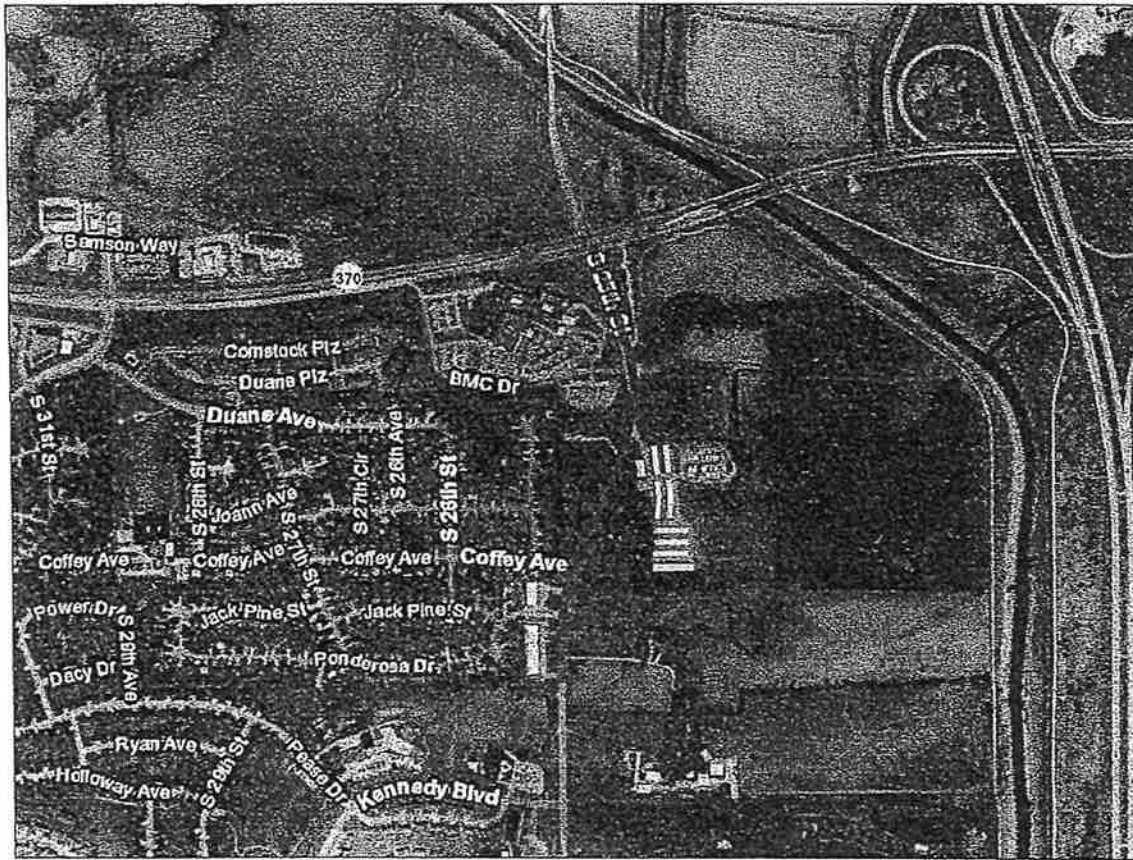


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Sarpy County GIS
1210 Golden Gate Dr.
Suite 1130
Papillon, NE 68046
mips.sarpy.com

EXHIBIT 'A'

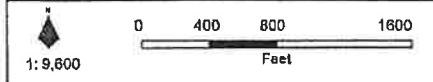
25TH STREET - Ponderosa Dr. to Highway 370



Location

Legend

 Project Location



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Sarpy County GIS
 1210 Golden Gate Dr.
 Suite 1130
 Papillion, NE 68046
maps.sarpy.com

EXHIBIT A

RESOLUTION

SIGNING OF THE PROJECT PROGRAM AGREEMENT

City of Bellevue

Resolution No. 2019-31

Whereas: City of Bellevue is proposing a transportation project for which it would like to obtain Federal funds;

Whereas: City of Bellevue understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bellevue and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Bellevue that:

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Project Program Agreement between the City of Bellevue and the NDOT.

City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement.

NDOR Project Number: MAPA-5081(1)

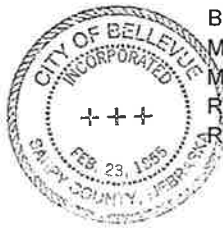
NDOR Control Number: 22775

NDOR Project Name: Bellevue Major Street Resurfacing

Adopted this 3rd day of September 2019 at Bellevue, Nebraska.
(Month) (Year)

The City Council of the City of Bellevue

<u>Bob Stinson</u>	<u>Don Preister</u>
<u>Paul Cook</u>	<u>Thomas Burns</u>
<u>Pat Shannon</u>	<u>Kathy Wepfer</u>
	<u>Rusty Hike</u>
	Mayor



Board/Council Member Cook
 Moved the adoption of said resolution
 Member Burns Seconded the Motion
 Roll Call: Yes No Abstained Absent
 Resolution adopted, signed and billed as adopted

Attest:

Susan Klutke

Signature City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
4/7/2020

COUNCIL MEETING DATE: 11/05/2019		SUBMITTED BY: Admin & CDD	
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:

ECONOMIC DEVELOPMENT BUSINESS INCENTIVE
SALES TAX REVENUE SHARING PROGRAM

SYNOPSIS/BACKGROUND:

The City of Bellevue is committed to the ongoing improvement in its financial state and the quality of life for its citizens. This can be achieved through the promotion of high-quality development in all parts of the City, enhancing the competitiveness and expansion of Bellevue's economy. As these objectives are generally served by the enhancement and expansion of the local economy, the City of Bellevue will, on a case-by-case basis, consider providing, as stimulation for economic development, entering into a written local sales tax revenue sharing agreement with qualified businesses that locate or expand their business in the City of Bellevue. The current local tax imposed is at the rate of 1.5%. A business may qualify for sales tax revenue sharing of up to 50% of which is generated by their business.

FISCAL IMPACT: 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Authorize Mayor to sign the Resolution Approving an Sales Tax Revenue Sharing Program.

ATTACHMENTS:

1. Resolution 2020-19	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. ...
[Signature]
[Signature]

RESOLUTION NO. 2020-19

**CITY OF BELLEVUE ECONOMIC DEVELOPMENT BUSINESS INCENTIVE
SALES TAX REVENUE SHARING INFORMATION**

WHEREAS, pursuant to Nebraska Revised Statutes a City of the First Class has the power to do all acts on relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Nebraska Revised Statutes, the powers of the City as a body are exercised by the Mayor & City Council; and,

WHEREAS, the Mayor & City Council has the authority to adopt ordinances, resolutions and other regulations, which shall have the force and effect of law; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 18-2138, in addition to any other provisions governing any public body set forth in the Community Development Law, for the purpose of aiding and cooperating in the planning, undertaking, or carrying out of a redevelopment project located within the area in which it is authorized to act, any public body may, upon such terms, with or without consideration, as it may determine do any and all things necessary or convenient to aid and cooperate in the planning or carrying out of a redevelopment plan and enter into agreements, which may extend over any period.

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

A. The City of Bellevue is committed to the ongoing improvement in its financial state and the quality of life for its citizens. This can be achieved through the promotion of high-quality development in all parts of the City, enhancing the competitiveness and expansion of Bellevue's economy.

B. As these objectives are generally served by the enhancement and expansion of the local economy, the City of Bellevue will, on a case-by-case basis, consider providing, as stimulation for economic development, entering into a written local sales tax revenue sharing agreement with qualified businesses that locate or expand their business in the City of Bellevue. The current local tax imposed is at the rate of 1.5%. A business may qualify for sales tax revenue sharing of up to 50% of which is generated by their business.

C. It will be the policy of the City of Bellevue that said consideration will be provided in accordance with the criteria outlined as follows:

Nothing herein shall imply or suggest that the City of Bellevue is under any obligation to provide tax abatement to any applicant. The businesses will be evaluated in terms of potential benefit to the City of Bellevue by consideration of the following:

1. The type and value of the proposed business/project.
2. Increase in tax base.
3. The proposed business/project competes with existing businesses to the detriment of the local economy.
4. The extent to which the proposed use of tax abatement is consistent with the City's goals, development priorities and comprehensive plan.
5. The number of new permanent and full-time jobs to be created:
 - a. The pay ratio and scale of new jobs created and benefits offered.
 - b. Jobs filled in whole or in part by Bellevue residents.
 - c. Hiring of minorities and economically disadvantaged individuals.
6. The expected economic life.
7. Overall diversification.
8. How/If the business would attract other companies and facilities.
9. The types and values of public improvements, if any, to be made by applicant.
10. Projects that do not create a high demand for city services or have an adverse impact on city infrastructure.
11. Provide economic stimulus to other established businesses within the community:
 - a. If required, contracting of work to local, minority and/or women owned businesses.
12. Sustainable community development principles such as equity (pay and living standards), ecology (reliance on renewable resources to conduct business), and economy (% profits or % revenues that are represented locally).
13. Applicant's commitment to demonstrating sound environmental and design practices when constructing, operating and maintaining the facility, including but not limited to, minimizing impervious surfaces, utilization of clean and renewable energies, implementation of water conservation and storm water management practices, and flood protection measures, provision of incentives for mass and alternative transportation options, and the sponsorship of other innovative practices that serve to minimize the project's environmental impact and to protect water, land and energy resources for the economic and quality of life that benefits the community.

D. Applicants may apply for such business incentive by submitting a formal written request and providing supporting documentation. All written requests shall be in writing and shall be hand delivered or sent by United States certified mail, postage prepaid, return receipt requested, addressed to the City Administrator.

BE IT FURTHER RESOLVED THAT the City Administrator will make the final decision regarding the agreement taking into consideration the aforementioned criteria and any other such additional goals and criteria which are consistent with the general health, safety and welfare of the City of Bellevue.

BE IT FURTHER RESOLVED THAT this Resolution will be in full force and effect from and after its passage and approval.

ADOPTED AND APPROVED this _____ day of April, 2020.

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16a.
4/7/2020

COUNCIL MEETING DATE:		SUBMITTED BY: Admin & CDD		
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:

Sales Tax Revenue Sharing Agreement

SYNOPSIS/BACKGROUND:

To approve and authorize Mayor to sign the Sales Tax Revenue Sharing Agreement with eTruck Transportation, LLC.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: eTruck Transportation, LLC	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM: 10 years	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: NO
CIP PROJECT NAME:		CIP PROJECT NAME:
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

To approve and authorize Mayor to sign the Sales Tax Revenue Sharing Agreement with eTruck Transportation, LLC.

ATTACHMENTS:

- | | | |
|-------------------------------|---------------------|----|
| 1. eTruck Business Fact Sheet | 2. eTruck Agreement | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Hoblins
[Signature]

SALES TAX REVENUE SHARING AGREEMENT

This **SALES TAX REVENUE SHARING AGREEMENT** (this “**Agreement**”) is entered into as of the _ day of _____, 2020 (“**Effective Date**”), by and between **eTruck Transportation, LLC**, a Nebraska Limited Liability Company (“**eTruck**”), and the **City of Bellevue**, a Nebraska municipal corporation of the First Class (the “**City**”). **eTruck** and the **City** are hereinafter individually sometimes referred to as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. **WHEREAS**, the **City** is a municipality in accordance with Article VI of the Constitution of the State of Nebraska of 1970 and is entering into this Agreement pursuant to its authority as a home rule unit; and

B. **WHEREAS**, **eTruck** is desiring to locate a manufacturing/production Facility within the **City of Bellevue**, Nebraska; and

C. **WHEREAS**, **eTruck** intends to lease and undertake the development of a manufacturing/production and sales facility located exclusively in the **City of Bellevue**, Nebraska (the “**Project**”); and

D. **WHEREAS**, the **City** seeks to encourage commencement and completion of the **Project** and, in order to make the **Project** economically feasible, the **City** has agreed to share a portion of the Local Sales and Use Tax (as defined below) that are generated by the **Project** and received by the **City** in accordance with the terms of this Agreement (the “**Allotment**”); and

E. **WHEREAS**, **eTruck** would not proceed with the **Project** without the Rebate.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Parties** agree as follows:

1. **Incorporation of Recitals**. The recitals set forth above are expressly incorporated into this Agreement by this reference thereto as if fully set forth in this Section 1.

2. **Definitions**. For purposes of this Agreement, the following terms shall have the meanings set forth below.

a. **Commencement Date**. The date on which **eTruck** accepts sales and commences production, or _____, whichever shall first occur.

b. **Municipal Code**. The Municipal Code of the **City of Bellevue**.

c. **NDOR**: The Nebraska Department of Revenue.

d. **Payment Date.** That date which is within forty-five (45) days of the last to occur of:

- i) receipt of the necessary documentation by the City from NDOR to establish the amount of local sales and use tax paid to the City by NDOR related to this eTruck project.
- ii) the actual receipt of funds by the City from NDOR of the amount of local sales and use tax paid to the City by NDOR related to this eTruck Project.

e. **Property.** Shall have the meaning set forth in Recital B.

f. **Project.** Shall have the meaning set forth in Recital C.

g. **Allotment.** Shall have the meaning set forth in Recital D.

h. **Local Sales and Use Tax.** The City as an incorporated municipality imposes a sales and use tax of one and one-half percent (1.5%). A sales tax is a consumption tax on the sale of goods and services from single transaction of any sale of tangible property or taxable service reflected on a single invoice, receipt, or statement for which an aggregate sale or use tax amount has been reported or remitted to the NDOR for a single local taxing jurisdiction.

i. **State.** The State of Nebraska.

3. **Allotment.** Subject to the terms and conditions of this Agreement, the City agrees to remit to eTruck fifty percent (50%) of the **1.5%** local sales and use tax generated by eTruck during the term of this Agreement and actually received by the City from the NDOR. **In the event the local sales and use tax base were to increase during the terms of this agreement, the City of Bellevue shall not escalate any payouts to include the local sales and use tax base change.**

4. **Termination.**

a. The obligation of the City to pay the allotment shall terminate upon the expiration of the term of this Agreement as set forth in Section 6 below. Nothing in this Agreement shall obligate the City to make any payment toward the allotment from any source of funds other than the local sales and use tax generated by the Project during the term of this Agreement and actually received by the City.

b. The obligation of the City to pay the allotment shall immediately terminate in the event eTruck utilizes economic development incentives that are part of the Nebraska Advantage Act.

c. The obligation of the City to pay the allotment shall likewise terminate in the event the Project shall, at any time after opening, cease to operate for a period of more than six (6) consecutive months, plus any "Excepted Closure Period" (as hereinafter defined).

d. Excepted Closure Period shall mean any period of closure due to:

- (i) casualty, repair, reconstruction, remodeling, or re-fixturing if eTruck is proceeding with reasonable diligence to complete the

- (ii) work and reopen for business; or unavoidable events outside the reasonable control of eTruck, including but not limited to acts of God, condemnation, other governmental rules, orders, acts or requirements, war, insurrection, pandemic, riot and labor disputes (but excluding financial inability or economic conditions).

5. **Payments.** The City shall make payments to eTruck on each Payment Date from and after the Commencement Date for the term of this Agreement and shall concurrently deliver to eTruck a Remittance Statement reflecting such payments. Such payments shall be made solely from the 50% of the local sales and use tax generated from the Project that is collected directly by, or remitted to, the City during the term of this Agreement and agreed to be rebated by the City to eTruck pursuant to Section 3. The payments shall be sent to eTruck at the address set forth in Section 9 or to such other address as eTruck may hereafter provide by notice. Payments from the City to eTruck will cease on the termination date in E.6. "Term"

6. **Term.** The term of this Agreement shall be for a period of ten (10) years with no renewal opportunities and is subject to termination pursuant to Section 4. This Agreement shall remain in effect, notwithstanding the foregoing, for purposes of audit, final accounting, and payment and for purposes of enforcement actions hereon.

7. **Mutual Assistance.** The City and eTruck agree to do all things necessary or appropriate to carry out, and to aid and assist each other in carrying out, the terms of this Agreement and in implementing the Parties' intent, as reflected by the terms of this Agreement, including, without limitation, the giving of such notices, the holding of such public hearings, the enactment by the City of such resolutions and ordinances and the taking of such actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and provisions of this Agreement and the Parties' intentions as reflected by the terms of this Agreement. No waiver of City regulations shall be inferred from this Agreement.

8. **Reporting.** eTruck shall provide the City with certified copies (i.e. certified by a representative of eTruck) of all sales tax reporting forms, or any successor reporting forms, filed with NDOR relating to the operation of the Project promptly after filing same with NDOR. To the maximum extent permitted by law, the City shall maintain the confidentiality of the information contained in the reports provided by eTruck to the City, but shall be permitted to disclose such information to such City employees and consultants as the City, in its sole discretion, as it deems appropriate in order to monitor compliance and audit this Agreement.

9. **Notices.** All notices, demands, consents, approvals and other communications which are required or desired to be given by either Party to the other hereunder shall be in writing and shall be hand delivered or sent by United States certified mail, postage prepaid, return receipt requested, addressed to the appropriate Party at its address set forth below, or at such other address as such Party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered or three days after mailing. Notice or other communication shall also be sent as a courtesy by email communication.

All notices to the City shall be sent to:

Jim Ristow
City Administrator
1500 Wall Street
Bellevue, Nebraska 68005
Jim.ristow@bellevue.net

With copy to:

A. Bree Robbins
City Attorney
Bree.robbsins@bellevue.net

Mark Elbert
Community Development Director
Mark.elbert @bellevue.net

All notices to eTruck shall be sent to:

Russell A. Knudsen
President-CFO
P. O. Box 540698
Omaha, Nebraska 68154
etruckrk@gmail.com

10. **Default/Remedies.** The failure of a Party to materially comply with its obligations under this Agreement shall constitute a default by such Party. The Party claiming the occurrence of such default shall notify the other Party of same specifying the nature of the default and shall demand performance by the defaulting Party within thirty (30) days of the date of the notice specifying such default. Unless, within such thirty (30) day period either (a) the defaulting Party, (i) cures such default, or (ii) if it is not reasonable to sure the default within said thirty (30) day period, the Party in default commences action to cure such default and completes the curing of such default within a reasonable time or (b) the Party claiming default, by written notice given to the defaulting Party, either waives the default or grants the defaulting Party a longer period to cure, then, after the expiration of such thirty (30) period or such longer period as the Party claiming the default my grant or the Party in default may be entitled under the foregoing clause (a)(ii), without, in any such case, such default not being cured or waived, the Party claiming the default may pursue all remedies available at law and equity, including specific performance.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Nebraska.

12. **Appropriation.** To the extent the City is required to do so by law, the City has

taken (or shall take) such actions as may be required from time to time to appropriate funds pursuant to Nebraska law to satisfy its obligations to eTruck under this Agreement.

13. **Integration.** This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated by this Agreement. All prior agreements, negotiations, and understandings are expressly merged herein and superseded hereby.

14. **Severability.** Each section of this Agreement, and each sentence, clause or phrase contained in such section, shall be considered severable and if, for any reason, any section, or any sentence, clause or phrase contained in such section, is determined to be invalid or unenforceable, such invalidity or unenforceability shall not impair the operation or affect enforceability or validity of the remaining portions of this Agreement.

15. **Amendment.** This Agreement may be amended by, and only by, a written instrument authorized in accordance with law and signed by both Parties.

16. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon: (i) the City and any successor corporate authorities of the City; and (ii) eTruck. This Agreement may not be assigned by eTruck to any grantee, lessee, assign or other third party.

17. **Effectiveness of this Agreement.** Nothing contained in this Agreement shall be deemed or construed to impose any duty or obligation upon eTruck to lease the Property, to undertake the development of the Project or any other on-site or off-site improvements or to operate the Project, it being expressly acknowledged and agreed, however, that the City's obligations to eTruck hereunder are premised and conditioned on the generation of sales and use tax from the Project as the sole source of reimbursement hereunder.

18. **Counterparts: Facsimile Signatures.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile or other electronically transmitted signatures on this Agreement shall constitute originals signatures of the Parties.

19. **Construction.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. **Time is of the Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the Effective Date.

The City of Bellevue, Nebraska,
a municipal corporation

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

eTruck Transportation, LLC a
Nebraska limited liability company

By: _____
Name: _____
Title: _____

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 Sales Tax Revenue Sharing Agreement and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this ____ day of _____ 2020.

Notary Public

STATE OF _____)
)ss:
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, the _____ of eTruck Transportation, a Nebraska limited liability company known to me to be the same person whose name is subscribed to the foregoing Sales Tax Revenue Sharing Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said agreement as his free and voluntary act on behalf of the named company, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2020.

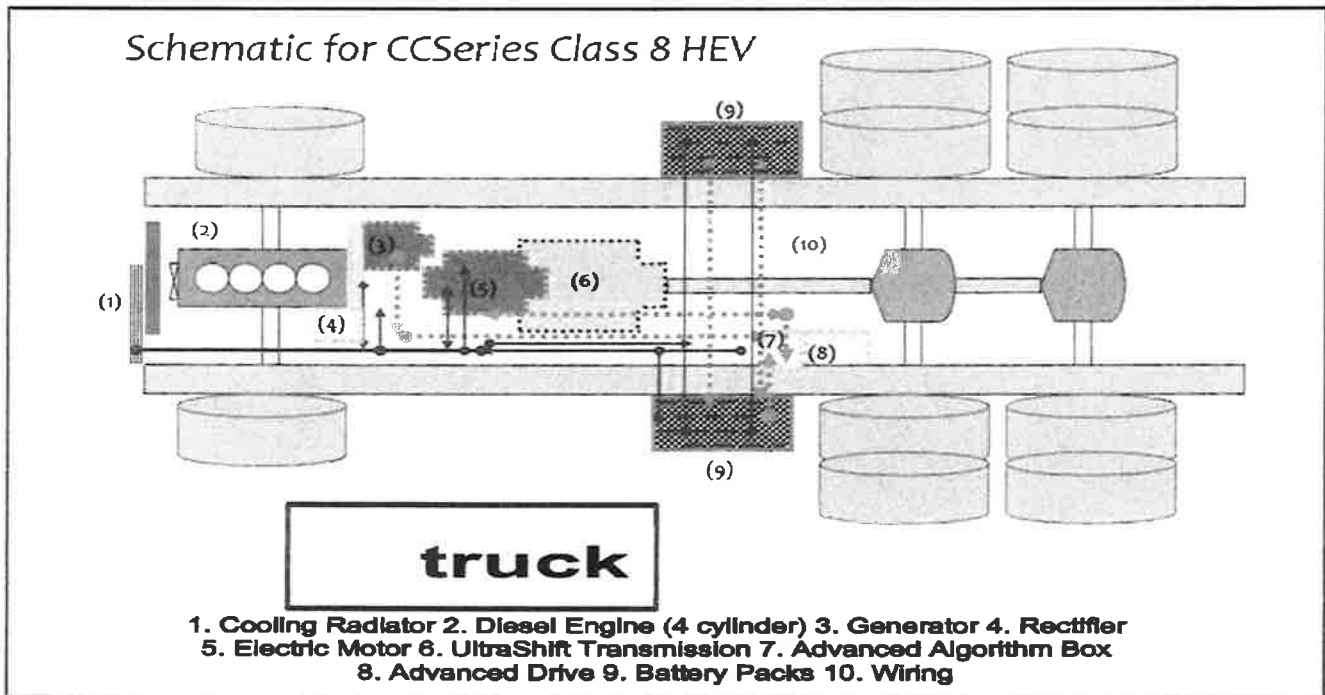
Notary Public

Major Fuel Savings for Class 8 & Class 6 Trucks

“65% reduction of diesel fuel consumption and carbon footprint on Class 8 trucks and major operating costs reductions for battery-electric Class 6 & Class 8 trucks”

The Concept

eTruck Transportation, LLC (eTruck) has developed a diesel/electric drive system that will be used to provide significant diesel fuel savings to the large over-the-road trucking companies. *eTruck* will finish the first “test” truck and will patent this unique series design. It reduces diesel fuel consumption and carbon footprint by up to 65% on diesel/electric Class 8 trucks and major reduction in operating costs for battery/electric plug-in Class 6 & Class 8 trucks. This is a very significant number for the transportation companies and the economy of our country. All the components used in the *eTruck* system are already produced by well-known, very large international companies. Therefore, *eTruck* does not have the issues associated with a new product development for each of these individual components. Each component is readily available as an off-the-shelf item and its cost is a known factor, up front. What is unique about the *eTruck* design is its method in which these components are utilized.



Projected Operations

Sales are projected to reach over \$3.9 billion by Year 5 with EBITDA of approximately \$1,294,000,000. These numbers are reached with less than 97,000 trucks featuring the *eTruck* drive system to be built over this five-year projection, out of 4,000,000 Class 8 trucks and 1,400,000 Class 6 trucks that are on the road today. Over the next 5 years, the *eTruck* factory will need 300,000 square feet of manufacturing space and will reach over 600 employees. **eTruck has orders for 200 trucks valued at \$15,500,000.**

	Year 1	Year 2	Year 3	Year 4	Year 5
Units Sold	600	6,700	12,715	24,000	52,098
Total Employment	23	68	137	236	554
Factory Size (sq. ft.)	11,364	34,091	68,636	118,182	277,182
Revenue	\$42,000,000	\$469,000,000	\$890,050,000	\$1,800,000,000	\$3,907,350,000
Gross Profit	5,225,820	97,740,000	256,750,890	603,696,000	1,309,014,330
EBITDA	2,367,560	91,999,839	248,760,492	593,275,790	1,294,957,331

Marketing

With over 4,000,000 Class 8 & 1,400,000 Class 6 trucks on the road today, the market is huge for *eTruck*. *Initially, eTruck will "retrofit" existing Class 8/Class 6 trucks with the new eTruck drive system.* Over the next several years, *eTruck* will begin work on designing its own new Class 8/Class 6 trucks that will feature the *eTruck* system, styling and additional unique features. To grow *eTruck* is made easier because of the concept around which the company is based – utilizing existing, readily available components. These inventory items are shipped to the *eTruck* factory for pre-assembly into a working and tested drive system. Each system is then shipped to Service Centers across the USA for installation by trained diesel mechanics. The company will associate with many of its customers to utilize their already-in-place service centers. Therefore, to grow *eTruck* will be relatively easy because of the large number of truck service facilities in this country. *eTruck* plans to enter a market that is already a known with a new drive system built utilizing existing components that offer a very large fuel and related savings to the transportation industry at a time when the cost of diesel fuel is projected to continue its rise in cost. Additionally, this complete project is "GREEN". It greatly reduces the carbon footprint of each Class 8/Class 6 truck, while reducing the operating costs to the operators in this industry.

eTruck Technology Center – Austin, TX

During 2013, the eTruck Technology Center was established near Austin, TX because most of the engineers to be used to start eTruck lived near this area. The engineers that eTruck then engaged have a full-time relationship regarding all developments with the technology for eTruck from start to finish on each item. eTruck does not have a different set of engineers from different companies to provide the engineering services for each area of development. One team of engineers sees all areas through from start to finish so that all goals are interrelated for the end success. These engineers have completed work for Eaton, Audi, FBI, CIA, USAF, National Guard, Segway, Baker Hughes and Boeing. One engineer has lived in and setup factories and engineering offices in China, Taiwan and Mexico. Also, he has designed power systems for Dell, AMD, Compaq and has designed high power lithium power systems for Bose. He holds a Bachelor of Science Degree - Electrical Engineering. Several of the engineer's competency centers on technology development from concept to prototype to product by creating novel solutions to complex and highly constrained problems. Several have a proven track record of securing intellectual property to protect technical and business development investments and is an inventor on over 25 patent applications. They are a critical component of strategic business execution and planning, ensuring that the technology development cycle timelines and costs remain aligned to business and market requirements. One engineer has authored over 15 technical publications and holds a B.S. in Physics and M.S. in Materials Science.

Current Operations

The corporate office is currently in Omaha, NE. The Technology Center that was in Austin, TX moved to Cameron, MO during the last quarter of 2018. eTruck had executed an agreement to locate its Corporate Offices and Production Facility in Cameron, MO. This property includes 30 acres, a building and a lake, all located on several significant highways. Over the next 5 years, the eTruck facility will need 300,000 square feet of manufacturing space and will reach over 600 employees. The first truck is now moving through assembly and onto completion at the Cameron facility. With production starting in 2020, orders will soon be accepted. The first order for 200 trucks has been received. This order is valued at \$15,500,000.

eTruck Highlights

Business

- *Up to 65% reduction of diesel fuel consumption and carbon footprint on both Class 6 trucks & Class 8 trucks.*
- *1,400,000 Class 6 and 4,000,000 Class 8 trucks on the road today - huge*
- *600 direct jobs in 5 years + 1,200 indirect jobs/all components are sourced outside.*
- *300,000 sq. ft. of production facility needed in year 5.*
- *\$3.9 billion in revenue reached in Year 5 because of a very unique business plan.*
- *NO Accounts Receivable - 50% deposit received with P O/balance paid prior to shipping system.*
- *\$15,500,000 first order received for 200 trucks.*

eTruck Drive System

- *NOT engine-dominant system design provides for much greater fuel efficiency*
- *Rolls-Royce Power Systems Company will manufacture the 4-cylinder diesel engine for Class 8 diesel/electric system*
- *The ESS is also unique and provides the eTruck Drive System with the power it needs in a lighter/smaller configuration.*
- *Supply Agreement with electric motor/generator manufacture.*
- *Customer/Service Center does installation in a customer's truck.*
- *Every 8 hours an employee can finish assembly of a \$70,000 system & place it on the dock.*
- *All components used are readily available*

_____ *For further information, please contact:* _____

Russell A. Knudsen

(402) 680-9547 / etruckrk@gmail.com / www.RageExoticVehicles.com

***New eTruck Corporate Headquarters/Production Facility
in Cameron, MO***



Facing south with Front Office on the left.

eTruck's new home in Cameron, MO. The City of Cameron has made substantial improvements to make this facility like new. We are very impressed with their approach to this project and their commitment to completion.



Front Office completed with lake view.



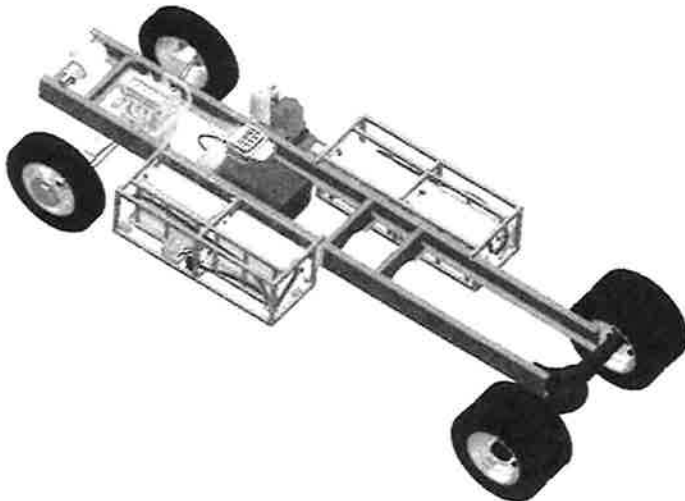
Trucks in new Cameron, MO facility



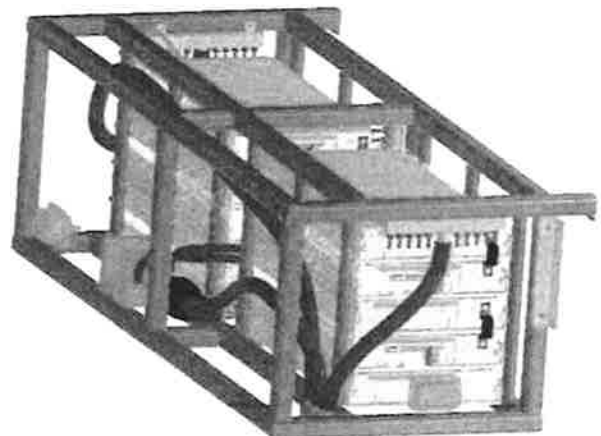
eTruck battery/electric plug-in Class 8



eTruck Class 6 Battery Packaging Overview



eTruck Class 6 Battery Chassis Overview



eTruck Class 6 Battery Rack Overview

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Operations – 2019

The following information will provide you with both some history and a current update on the progress achieved by eTruck Transportation, LLC. eTruck is a privately held, totally green company.

Approximately five years ago, my family started pursuing a new drive system for the big over-the-road trucks (Class 8) to:

"Reduce their massive fuel consumption by up to sixty-five percent (65%), with a like emissions reduction"

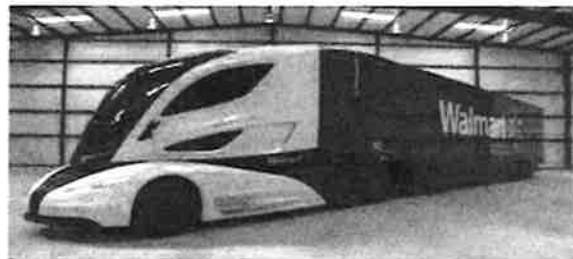
At that time, we formed eTruck Transportation, LLC and started developing the first truck to use the ETDS (eTruck Drive System). We are now entering Phase 6, have the first truck in testing with production starting shortly thereafter. eTruck has received orders totaling \$15,500,000. Over the next five years, eTruck seeks to employ close to 600 people and will need up to 300,000 sq. ft. of building space.

The following major eTruck events have occurred during Phases 2, 3, 4 & 5:

- **Corporate Headquarters & Production Facility for eTruck Transportation, LLC** - eTruck has found its new home in Cameron, MO., a smaller community located near the greater Kansas City, MO metropolis. Recently, eTruck has completed its move to Cameron. eTruck had reached an agreement with the City of Cameron that resulted in two agreements being executed for eTruck to finalize this location for its Corporate Headquarters and Production Facility. These agreements provide to eTruck the following:

1. The Lease/Purchase Agreement provides eTruck with a 24-month lease for a thirty-acre (30) parcel of land, a metal building and a lake, all located on several significant highways. Option for additional 50 acres.
2. The Sales Tax Rebate Agreement provides for eTruck to receive a rebate of city sales tax equal to 1% of eTruck sales for ten (10 years).

- **Top Electronic Control Systems Company Contracts with eTruck** - we have completed an agreement with a control systems solution company regarding using their services, systems and components for the eTruck Drive System. They developed the controls systems for the Walmart/Peterbilt show vehicle. Their engineers are working very well with our engineers in Cameron and our component manufacturer's engineers.



- **Energy Storage System (ESS)** - an agreement has been reached with the President of the ESS company for an OEM relationship with eTruck. These modules will be shipped to eTruck and will include the electronic control systems, ESS containers, controllers, shock/vibe components and will be completely assembled.
- **Final Stages of Completion (Mule-truck)** - the engineers have been working at the eTruck facility in Cameron, MO. The facility was set up like the Texas facility to continue the R & D efforts. The "Mule-truck" has received the attention that it needed to move it ahead quickly. Testing has started on the first eTruck electronic system and the truck has moved as designed. Testing will continue while we commence development of the eTruck Class 6 Drive System.
- **Class 6 (added eTruck model)** - eTruck has the opportunity to place its unique battery-electric drive system into a Class 6 truck as a plug-in electric drive system. This will take advantage of the huge e-commerce opportunities that are currently a struggle for the likes of Amazon, Target, Walmart, FedEx. etc. They are trying to achieve that "**final mile delivery**" issue that is growing rapidly for their businesses. There are approximately 1,400,000 Class 6 trucks on the roads today. HUGE market.

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eTruck Funding

eTruck is a female-owned, privately held, totally green company.

Also, YES, we do have skin in the game.

Investments in eTruck, to date:

Phase 1: My family: \$500,000

Phase 2: Outside investors (15): \$1,000,000 – Accumulated Total: \$1,000,000

Phase 3: Outside investors (24): \$ 850,000 – Accumulated Total: \$1,850,000

Phase 4: Outside investors (28): \$ 425,000 – Accumulated Total: \$2,275,000

Phase 5: Outside investors (29): \$ 625,000 – Accumulated Total: \$2,900,000

Class 6 Funding – Pending (see below).

Phase 2 funding has fifteen investors with seventeen separate investments totaling \$1,000,000. Nine eTruck investors are from Nebraska, two from Kentucky and one each from the states of Minnesota, South Carolina, Texas and Florida.

Phase 3 funding started in 2016 when we began seeking the amount of \$1,000,000 that would provide eTruck with the working capital to proceed with the development of the first eTruck Drive System. During 2016 and through the year 2017, eTruck had reached a total funding amount of \$850,000 of the \$1,000,000 goal. eTruck moved ahead with the work on its first truck.

Phase 4 funding started in 2018 when we began seeking the amount of \$1,000,000 that would provide eTruck with working capital for the completion of the first eTruck Drive System and fixed assets to proceed to production. eTruck reached a total funding amount of \$425,000 of the \$1,000,000 goal in 2018.

Phase 5 during 2019, an additional \$625,000 in funding was received by eTruck reaching a total funding, to-date, for eTruck of \$2,900,000.

Phase 6 Funding

eTruck Transportation, LLC will open Phase 6 Funding for a total of \$1,000,000, the same amount that we have used before. The structure will be very similar to the past with the minimum investment amount to be \$50,000. However, for those that invest an initial amount of \$100,000 and in increments of \$100,000, there will be an added benefit. Since this funding is directed towards the Class 6 eTruck Drive System development/production, those investors that start with the initial minimum amount/increments of \$100,000 will also receive the opportunity to be guaranteed one (1%) of eTruck's Class 6 production for a five (5) period for each \$100,000 investment. This will prove to be a very lucrative opportunity for these investors. They can either sell or lease these trucks to others or start their own trucking company to service the "**final mile delivery**" market. eTruck expects to be in a "sold-out" mode for this coming 5-year term.

Phase 6 funding will provide eTruck with the funding necessary to have additional fixed assets and higher levels of working capital, especially for inventory, to move forward on a much larger scale to capitalize on this new growth potential. It will also provide eTruck with the opportunity to place its unique battery-electric drive system into a Class 6 truck as a battery/electric plug-in truck system. This will take advantage of the huge e-commerce opportunities that are currently a struggle for the likes of Amazon, Walmart, etc. to achieve that "**final mile delivery**" issue that is growing rapidly for their businesses. There are approximately 1,400,000 Class 6 trucks on the roads today. HUGE market.

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INVESTMENT SUMMARY

PRIVATE INVESTMENT

Company: eTruck Transportation, LLC

Investor Group: Private Investors

Amount of Investment: \$1,000,000

- Minimum investment of \$50,000 per investor
- Investments & increments of \$100,000 will also receive a guarantee of 1% of Class 6 production for 5 years.

Form of Investment: Straight equity

Use of Funds: Working capital and fixed assets to accelerate eTruck's growth in the Class 6 market.

RETURN ON INVESTMENT

INVESTMENT	Amount	Ownership	Valuation in	
			Year 1	Year 5
	\$1,000,000	10%	Low	High
	\$500,000	5%	\$ 517,982,933	\$ 971,217,999
	\$100,000	1%	\$ 103,596,587	\$ 194,243,600
	\$50,000	.5%	\$ 51,798,293	\$ 97,121,800

ANNUAL CASH DISTRIBUTION

LLC Distributions	YR 1	YR 2	YR 3	YR 4	YR 5	Totals
\$1,000,000 - 10%	\$236,760	\$9,199,980	\$31,233,540	\$59,646,500	129,495,740	\$229,812,520
\$500,000 - 5%	\$118,380	\$4,599,990	\$15,616,770	\$29,823,250	\$64,747,870	\$114,906,260
\$100,000 ~ 1%	\$23,676	\$919,998	\$3,123,35	\$5,964,650	\$12,949,573	\$22,981,253
\$50,000 - .5%	\$11,838	\$459,999	\$1,561,677	\$2,982,325	\$6,474,787	\$11,490,626

For further information, please contact: _____

Russell A. Knudsen
(402) 680-9547
etruckrk@gmail.com

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MANAGEMENT

Russell A. Knudsen, President & CFO

Mr. Knudsen most recently served as Director of Corporate Finance for ePower Engine Systems, LLC. His efforts led to the funding of \$1,550,000 for this startup R & D company and the development of the company's first prototype. He was also Managing Partner of Rage Exotic Vehicles, LLC, a boutique for the design, manufacturing and marketing of exotic vehicles. Since 1980, Mr. Knudsen has served as President of Knudsen Automotive, Inc. providing "forward-thinking" transportation designs for the production of vehicles marketed on a worldwide basis. Several of these uniquely designed vehicles were specially prepared for television series and movies, such as Miami Vice and Collision Course (featuring Jay Leno & Pat Morita). His affiliations and work history range from suppliers such as Ford Racing, General Motors, Pirelli Tires, Recaro Seating, ProCharger Engine Systems and Weld Wheels. Mr. Knudsen has nearly 30 years of experience in corporate finance, business development, corporate turn-arounds and medical management through Knudsen & Associates, Inc. and related companies. Prior to the formation of the financial consulting firm, he had served five years as a Regional Vice President of a venture capital corporation. Mr. Knudsen holds a Bachelor of Arts degree in Mathematics from the University of Iowa in Iowa City, IA, along with concentrated study in the fields of Business Administration and Actuarial Science.

Andrew E. Knudsen, Director of Marketing

Mr. Knudsen has served as Sales and Marketing Manager of Rage Exotic Vehicles, LLC, a boutique for the design, manufacturing and marketing of exotic vehicles. He produced all trade shows for Rage Exotic Vehicles, LLC, including, NADA SEMA, CES, Hot Import Nights Shows in Miami and Honolulu; and, the International Auto shows each year in Miami, Los Angeles, Chicago and New York. He is also responsible for the design of the Rage Mustang. Prior marketing positions held by Mr. Knudsen include The Bose Corporation, where he grew his territory (Texas, Oklahoma & Louisiana) from # 20 to #4, nationally; and, Physicians Sales and Services, a national medical sales organization specializing in medical disposables, capital equipment and injectables. Mr. Knudsen is also a degreed chef graduating from the MCC Institute for Culinary Arts with additional degrees as Pastry Chef and in Chef Management. He attended the University of Nebraska and majored in International Business.

Director of Operations

Thirty-one years in production and management in the marine manufacturing industry. Vice President of Production & Design for the past eighteen years with a \$45,000,000 sales company with over 300 employees. Will join eTruck as the Director of Operations to establish the production facilities and develop training for new employees. Will be responsible for all production at eTruck.

Director of Service

Regional Manager for multi-state manufacturer of mechanical components for the transportation industry. Responsible for all sales, installation and service for this multiple location operation with sales of \$40,000,000. Will join eTruck as Director of Service and will be the face of eTruck to all our customers. Will be responsible for all customer service relationships with eTruck customers

BOARD OF ADVISORS

Judith J. Knudsen, CEO – Emerald Energy International. LLC

Mrs. Knudsen is CEO of Emerald Energy International. LLC, holding company for eTruck Transportation, LLC. She is a co-owner of Rage Exotic Vehicles, LLC, a boutique for the design, manufacturing and marketing of exotic vehicles. Mrs. Knudsen is President, Treasurer and Director of J. R. Productions, Inc., Omaha, NE. This company develops, books and manages talent. It also produces concerts, talent fairs, variety shows and miscellaneous talent events with responsibilities for concert bookings, development of marketing plans, radio and television interviews, legal and financial review of all contracts, arrange for recording sessions in Nashville, production of CDs and marketing of the finished product, distribution negotiations (i.e. WAL*MART, Sam Goody, Borders, K-mart, Blockbusters, etc.). From 2002 to 2009, she was the owner of Karrington Lane, LLC, Omaha, NE, a land development, acreage marketing and sales, rental house management and residential building company. Mrs. Knudsen was Owner, Manager and Chief designer for Gold Coast Coach, LLC, from 1999 to 2007, a design boutique that manufactures and markets designer motor coaches for the entertainment industry with responsibilities for overseeing the design functions; complete interior design from layout to materials & color selections and exterior color schemes.

PERSONAL

Russell & Judith Knudsen have been married for 54 years; have three children and two granddaughters. For over 13 years, they have been Foster Parents to eighty-six (86) premature and pre-adoptive infants. And, they participate in raising and rescuing dogs. Andrew is their son. Karree, their older daughter, is a middle-school teacher. Jill Marie, their younger daughter, was a country singer that recorded 7 CDs in Nashville and toured in the concert circuit from ages 11-22.

Confidential Disclosure Agreement

This Agreement is entered into this day of _____ month of _____ 2020 by and between (name) _____ at _____ (address) _____ (hereinafter "Recipient") and *eTruck Transportation, LLC*, with offices at P. O. Box 540698, Omaha, NE 68154 (hereinafter "Discloser").

WHEREAS Discloser possesses certain ideas and information relating to hybrid electric drive systems and components that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

WHEREAS the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of aiding in the identification of potential strategic partners;

NOW THEREFORE, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.
2. Confidentiality.
 - 2.1 No Use. Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.
 - 2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.
 - 2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:
 - (a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;
 - (b) has become publicly known through no wrongful act of Recipient;
 - (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
 - (d) was independently developed by Recipient without use of the Confidential Information; or
 - (e) was ordered to be publicly released by the requirement of a government agency.
4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.
6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

DISCLOSER:
eTruck Transportation, LLC
By: _____
Title: President
Date: _____

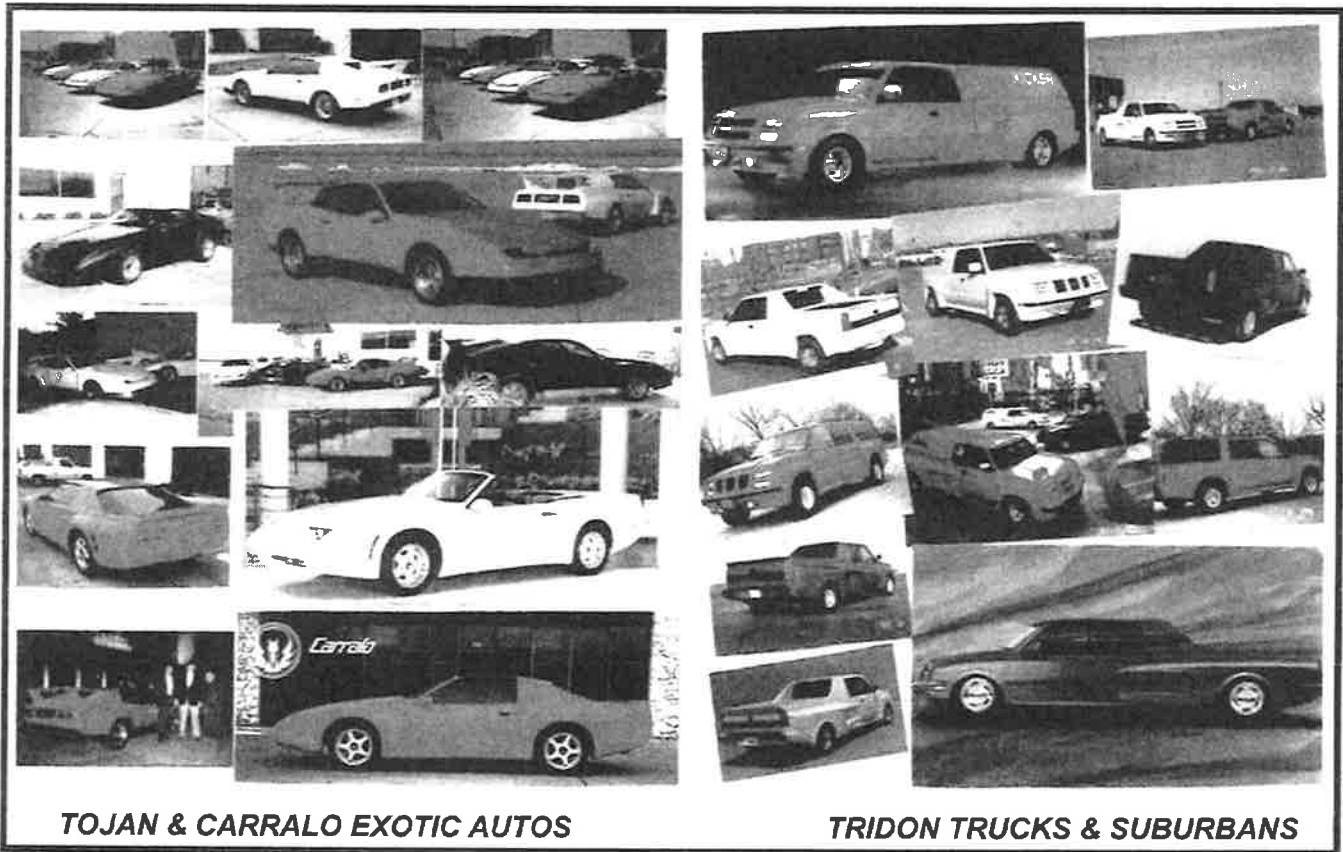
RECIPIENT:

By: _____
Title: _____
Date: _____

Vehicles Designed and Built by RAGE Exotic Vehicles



RAGE MUSTANG with CESSNA MUSTANG



TOJAN & CARRALO EXOTIC AUTOS

TRIDON TRUCKS & SUBURBANS



BAROQUE ROYALE LIMOUSINE

<https://www.youtube.com/watch?v=DRnGeGpmYZY>

<https://www.roadandtrack.com/car-culture/entertainment/a22906692/an-appreciation-of-outrageous-f-body-firebirds/>

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16b.
4/7/2020

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Jeff Roberts, 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:

Parks Mowing

SYNOPSIS/BACKGROUND:

Request approval of the low responsible responsive bid for the Parks Mowing project.

FISCAL IMPACT: \$30,702 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: PARKS MOWING

CONTRACT EFFECTIVE DATE: 04/15/2020 CONTRACT TERM: 1 year CONTRACT END DATE: 10/31/2020

PROJECT NAME: Parks Mowing

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

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve the low responsible responsive bid from Best Cut Lawn Care Inc in the amount of \$43 per acre totaling \$30,702 annually for the Parks Mowing project and have the Mayor to authorize and sign the contract.

ATTACHMENTS:

- Contract
- Bid Sheet
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Robins
[Signature]

BID SHEET

Upon acceptance of the bid, the contractor will be notified. The contract between The City of Bellevue and the contractor will be executed within seven (7) days of award


TO: The City of Bellevue: I submit the following bid for a one (1) year contract to mow the City's selected parks, understanding that the contract may be renewed every January, not to exceed two (2) years under the same terms and conditions.

Acres Per sequence	Cost per acre including trash pickup	Annual total cost based on twenty-eight (28) mowing sequences per season
25.5±	\$413.00	\$30,772.00

Payment terms: 30 days upon receipt of invoice. The Bellevue City Council meets on the 1st and 3rd Tuesday's of the month to approve all accounts payable liabilities.

Company: BESTCUT LAWN CARE INC.
Address: 6540 Russell Emmett City/State/Zip: 68133 Papillion Ne
Contact person: Clint Wilen Telephone: 402 290-6581

It is agreed by the undersigned vendor that the signature and submission of this bid represents the vendor's acceptance of all terms, conditions and requirements of bid specifications and, if awarded, the bid will represent the agreement between the parties.

Signed: (sign manually, in ink) 
Name Printed: Clint Wilen
Title: President
Date: 3-12-2020

CITY OF BELLEVUE, NEBRASKA

ATTEST: BY: _____
Mayor

BY: _____
City Clerk

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 8th day of April 2020 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Best Cut Lawn Care Inc ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the PARKS MOWING PROJECT ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Thirty Thousand Seven Hundred Two Dollars and Zero Cents (\$30,702.00) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor one hundred percent (100%) of the invoice within thirty (30) days of its receipt. Prior to final payment, Contractor shall provide evidence that all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work (“Corrective Work”), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor’s Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor’s performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement (“Default”) in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor’s operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City’s negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City’s Rights. All indemnity obligations of Contractor under this Contract and the Contractor’s obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.

- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City’s and all subcontractors interests in property and project.

14. Miscellaneous.

- Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.
- Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor’s agents and employees, including Contractor’s subcontractors and its agents or employees.
- City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor’s compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor’s compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works Department
Attn: Jeff Roberts
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Clint Wilen
BestCut LawnCare Inc
6540 Russell Emmett CT
Papillion, NE 68133

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred

to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

EXHIBIT "A"
SPECIFICATIONS
FOR PARKS MOWING

This describes the specifications, terms and conditions for right-of-way and ditch maintenance including, but not limited to mowing and trimming. The work shall include furnishing all equipment, implements, tools, materials, transportation, labor, work, and supervision necessary for the execution and completion of the work.

It shall be understood and agreed that the reference to "Director" herein shall mean either the Public Works Director or someone appointed by the Public Works Director to act on the behalf of the Public Works Director.

1. TERM OF CONTRACT

Contract shall exist for twelve (12) months beginning on the agreed date following the date of the Notice to proceed. The City reserves the right to extend this Agreement on an annual basis if it is determined to be in its best interest. The life of this Agreement including all extensions shall not extend beyond a period of two (2) year. The City reserves the right to terminate this Agreement at any time with thirty (30) days written notice, with or without cause.

2. BIDDER QUALIFICATIONS

Only bids from companies established in performing this type of service and qualified to handle accounts of this size will be considered. Prior to award, the City of Bellevue reserves the right to investigate a bidder's ability to fulfill the requirements of the contract. A list of bidder's references shall accompany each bid.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- a. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
- b. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services

documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

- c. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The locations to be mowed are shown in Exhibit "A".

3. PARKS MAINTENANCE

The parks mowing shall be mowed 28 times per year during the mowing season as shown on Exhibit "C". Mowing's shall begin on the agreed date of issuance of the Notice to Proceed, and shall continue thereafter on a weekly schedule for 28 weeks, or a total of 28 occurrences. Additional mowing sequences may be deemed necessary by the Director and will be negotiated between the City and the Contractor.

Mowing in any rainy weather is prohibited. The Director must approve any deviation from this schedule. The Director also reserves the right to adjust the mowing schedule because of adverse weather conditions or schedule changes due to other factors. The Contractor shall furnish a proposed mowing schedule and keep the Director advised of any changes. Contractor shall complete parks mowing within 7 days of commencement of each mowing cycle, unless otherwise approved in writing from the Public Works Director.

4. OPERATION OF EQUIPMENT

The Contractor shall operate the equipment in a safe manner and at such times so as not to create a hazard to personnel or citizens. Equipment shall be parked as far from the roadway as possible. The equipment shall not be left overnight or at other times when work has been suspended, unless approved by the Director.

The equipment shall not be left overnight or at other times when work has been suspended, unless approved by the Director.

5. HOURS OF WORK

The Contractor's operations will be restricted to daylight hours and no work may be performed on Sundays, unless otherwise approved by the Director.

The Contractor is not obligated to perform services on the following statutory holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the day after Thanksgiving; and Christmas Day.

6. CONTRACTOR AVAILABILITY

Within 24 hours of notification, the Contractor shall correct any problems within the scope of this agreement.

7. RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor shall indemnify and save harmless the City of Bellevue and its officers, agents, and employees from all suits, actions or claims of any character brought for any injury or damage received or sustained by any person, person, or property by reason of any act of the Contractor, its agents or employees, in the performance of the contract.

8. PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work and shall use every reasonable precaution necessary to prevent damage or injury thereto. He shall use suitable precaution to prevent damage to pipes, conduits, and other underground structures, and to poles, wires, cables and overhead structures.

It shall be the responsibility of the Contractor to promptly restore, replace or make good any damage or injury to all public and private property. If the Contractor fails to do so, the Director may at the Contractor's expense repair, rebuild, or otherwise restore such property.

9. EQUIPMENT

The Contractor must demonstrate to the satisfaction of the Director that the mowing equipment to be used in the work is in good working condition and suitable for the purpose intended.

Mowers are to be equipped with shields to prevent foreign objects from being thrown out from the cutting unit enclosures.

The Contractor is responsible for compliance with applicable requirements of the National Occupational Safety and Health Act of 1970 as amended, the Construction Safety Act, and applicable implementing regulations. The Contractor shall also be responsible for utilizing temporary traffic control devices in accordance with the Manual on Uniform Traffic Devices (MUTCD). The City of Bellevue shall not be responsible for the Contractor's compliance.

Each bidder must attach to his proposal a list describing the equipment he proposes to use in the work.

10. EXECUTION OF THE WORK

If the Contractor fails to execute the work as directed or fails to perform the work in a manner satisfactory to the Director, the Director may perform the work with other forces. The cost of work so performed will be deducted from any monies due the Contractor.

11. CANCELLATION

In the event it becomes necessary for the Director to have other forces perform the work, the Contractor shall promptly supplement his forces to get the work back on schedule. If the Contractor fails to take steps to keep the work on schedule, or consistently performs unsatisfactory work, the contract may be canceled upon thirty (30) days written notice by the City of Bellevue.

12. INSPECTION

All work shall be subject to inspection by the Director at any time. Routinely, the Director will make periodic inspections of the completed work.

13. INSURANCE

Contractor will maintain and provide evidence of the following insurance coverages:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

The successful Contractor shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the City no later than at the execution of the contract. The City reserves the right to require any additional documentation or information verifying insurance coverage, as the City deems necessary. The City may contact the successful Contractor's insurance agent(s) directly concerning any insurance issues.

14. SUBCONTRACTING

It is the intent of the Owner that this contract not be subcontracted. The Contractor shall not award work to subcontractor without prior written approval of the City of Bellevue.

The Contractor shall be fully responsible to the City for the acts and omissions of his employees, and of persons either directly or indirectly employed by the Contractor. The Contractor shall cause appropriate provisions to be inserted in all employment contracts by the terms of the contract documents insofar as applicable to the work of employees and to give the Contractor the same power as regards to terminating any employee that the City may exercise of the Contractor under

any provision of the contract documents. Nothing contained in this contract shall create any contractual relation between any contract employee and the City of Bellevue.

15. NOTICE TO PROCEED

A notice to proceed will be issued after the Contractor has executed the Agreement and his Insurance Certificate(s) or Endorsements have been received and accepted by the City. The Contractor shall not deliver any equipment to the work site or commence work until he has received a written Notice to Proceed.

16. TERMINATION

This contract shall be subject to termination upon the occurrence of any of the following events:

If either party hereto defaults on any of its material obligations, (including but not limited to payment of workmen, subcontractors or material men and the timely performance of grass mowing and/or ditch maintenance), representations (including maintaining in force insurance as per the contract provisions), or warranties under this contract, the non-defaulting party shall notify the other party in writing specifying in sufficient detail the nature and extent of such breach and, unless within thirty (30) calendar days after such written notice of such default the defaulting party remedies the default, the non-defaulting party may terminate the contract in writing without further notice.

Also, this contract shall terminate, if (a) either party files a petition for bankruptcy or is adjudicated a bankrupt or if (b) a petition in bankruptcy is filed against either party or if (c) either party becomes insolvent or makes an assignment for the benefit of its creditors or an arrangement for its creditors pursuant to any bankruptcy or if (d) either party discontinues its business; then the other party shall have the right to terminate its contract immediately upon written notice.

17. PAYMENT

Payment for this work will be made at the Contact Unit Price Per Acre for which payment shall be full compensation for furnishing all materials, labor, tools, equipment, traffic control, and incidentals necessary to satisfactorily complete the Item. The City of Bellevue will not pay fuel surcharges.

18. EXHIBITS

The following exhibits are herein made a part of these specifications:

EXHIBIT "B": Park Maps

EXHIBIT "C": City of Bellevue's Affirmative Action Equal Opportunity Policy Statement

EXHIBIT "C"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16c.
4/7/2020

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Jeff roberts. 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:

2020 Concrete Projects

SYNOPSIS/BACKGROUND:

Approval of the low responsive responsible bidder for the 2020 Concrete Projects.

FISCAL IMPACT: 300,190 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: 2020 Concrete Projects		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: CIP ST 20(6) City-wide, various locations - concrete rehab		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME:	CIP PROJECT NUMBER: ST 20(6)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: CIP ST 20(6)	ACCOUNT NUMBER:	

RECOMMENDATION:

Have the City Council approve the low responsive responsible bid from DIY HOLDING COMPANY, LLC. not to exceed \$272,900 plus 10% contingency(\$27,290) totaling \$300,190.00 for the 2020 Concrete Projects and the Mayor authorize and sign the contract.

ATTACHMENTS:

- | | | |
|--------------|-------------|----|
| 1. Bid Sheet | 2. Contract | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblins
[Signature]

ITEMIZED BID SCHEDULE

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
100.000	MOBILIZATION	1	LS	5,535. ⁰⁰	5,535. ⁰⁰
105.140	REMOVE SIDEWALK	4,440	SF	.734	3,241. ²⁰
401.600	CONSTRUCT CONCRETE BASE REPAIR, TYPE L85	214	SY	80. ⁰⁰	17,120. ⁰⁰
401.601	CONSTRUCT CONCRETE BASE REPAIR, TYPE L65	1,730	SY	73. ⁰⁰	126,290. ⁰⁰
501.400	ADJUST UTILITY VALVE TO GRADE	2	EA	25. ⁰⁰	50. ⁰⁰
503.000	CONSTRUCT 4-INCH PCC SIDEWALK	2,820	SF	4. ⁶⁰	12,972. ⁰⁰
503.001	CONSTRUCT 6-INCH PCC SIDEWALK	1,220	SF	5. ⁰⁰	6,100. ⁰⁰
503.201	CONSTRUCT 6-INCH IMPRINTED PCC SURFACING	410	SF	6. ⁰⁰	2,460. ⁰⁰
504.000	CONSTRUCT CURB RAMP	728	SF	15. ⁴⁰	11,211. ²⁰
504.100	CONSTRUCT DETECTABLE WARNING PANEL (FOR INFORMATION ONLY - SUBSIDIARY)	168	SF	-	-
605.000	CONSTRUCT SEGMENTAL RETAINING WALL	100	SF	18. ⁰⁰	1,800. ⁰⁰
702.760	ADJUST MANHOLE TO GRADE	2	EA	250. ⁰⁰	500. ⁰⁰
802.200	INSTALL SEEDING (FOR INFORMATION ONLY - SUBSIDIARY)	665	SY	-	-
802.200A	INSTALL SEEDING (AUTHORIZED)	100	SY	\$4.00	\$400.00
804.000	INSTALL SODDING (FOR INFORMATION ONLY - SUBSIDIARY)	50	SY	-	-
804.000A	INSTALL SODDING (AUTHORIZED)	10	SY	\$7.00	\$70.00
906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	5,000. ⁰⁰	5,000. ⁰⁰
1002.010	REPAIR CURB AND GUTTER	500	LF	23. ⁵⁰	11,750. ⁰⁰
1002.020	REPAIR DRIVEWAY	110	SY	50. ⁰⁰	5,500. ⁰⁰
1002.040	REPAIR MEDIAN SURFACING	1,500	SF	5. ⁵⁰	8,250. ⁰⁰
1004.020	ADJUST GRATE INLET	4	EA	1,000. ⁰⁰	4,000. ⁰⁰
1004.040	REMOVE AND REPLACE PRECAST INLET TOP	15	EA	3,340. ⁰⁰	50,100. ⁰⁰
1102.000	REMOVE AND INSTALL NEW SPRINKLER SYSTEM HEAD	10	EA	25. ⁰⁰	250. ⁰⁰
8000.011	TOWING SERVICES	4	HR	75. ⁰⁰	300. ⁰⁰

TOTAL \$ 272,900.⁰⁰

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 8th day of April, 2020 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and DIY Holding Company, LLC ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the 2020 CONCRETE PROJECTS ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Two Hundred Seventy Two Thousand Nine Hundred Dollars and Zero Cents (\$272,900.00) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works Department
Attn: Jeff Roberts
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

DIY Holding Company, LLC
Douglas Earnest
3135 S. 61st Avenue
Omaha, NE 68106
(402) 614-4440

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

EXHIBIT "A"

SPECIFICATIONS

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **"2020 CONCRETE PROJECTS"**, as specified in this Contract and in the plans and specifications in the City's request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2014 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

EXHIBIT "B"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16d.
4/7/2020

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Jeff Roberts, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Acquisitions, Permanent and Temporary Easements for 36th Street Improvement Project.

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the 36th Street Improvement Project. The complete documentation is available upon request. This is a supplemental request for acquisitions and easements which were deemed necessary during project review (Tract C3 Supp). This is an 80/20 split with NDOT

FISCAL IMPACT: \$4,180.00 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: 36th Street Improvements Project (Phase 1)

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: 36th Street Improvements Bline to Sheridan

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

CIP PROJECT NAME: ROW Acquisition 36th Street CIP PROJECT NUMBER: ST20(1)

STREET DISTRICT NAME (S): 36th Street - 370 to Platteview STREET DISTRICT NUMBER (S): 2011-3

ACCOUNTING DISTRIBUTION CODE: 10-15 ACCOUNT NUMBER: 6243

RECOMMENDATION:

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project.

ATTACHMENTS:

1. Letter from Midwest Right-of-Way
2. _____
3. _____
4. _____
5. _____
6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roblins

[Signature]

[Signature]

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

April 2, 2020

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Blaine to Sheridan
Project Number: MAPA-5061(5)
Tract: C3

Dear Mr. Roberts:

Enclosed are two, original, executed Temporary Easement Contracts, two, original, executed Partial Acquisition Contracts and one, executed Warranty Deed for Tract C3, Saint Matthew the Evangelist Church of Bellevue. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed, Temporary Easement Contract and Partial Acquisition Contract , a copy of the recorded document, and a check in amount of \$4,180.00 made payable to:

**St. Matthew the Evangelist Church of Bellevue
12210 South 36th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to mininod@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Dave Minino
Acquisition Agent

Enclosures

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16e.
4/7/2020

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Chief Perry Guido	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Vehicles

SYNOPSIS/BACKGROUND:

Two 2020 Ford Expedition staff vehicles from the state bid. \$39,530.00 each for a total of \$79,060. Additional fire department equipment is \$13,000.00 for both vehicles.

FISCAL IMPACT: \$92,060.00 BUDGETED FUNDS?: 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:

Purchase the two 2020 Ford Expeditions for staff vehicles.

ATTACHMENTS:

- | | | |
|----------------------|----|----|
| 1. State bid #15045C | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
[Signature]

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15045 OC
SECONDARY AWARD

PAGE 1 of 4	ORDER DATE 12/06/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

THE CONTRACT PERIOD IS:

OCTOBER 26, 2019 THROUGH OCTOBER 25, 2020

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5895 OF

Contract to supply and deliver 2019 or Current Production Year Police Large Special Service Vehicle (SSV) Four Wheel Drive 5 Passenger as per the attached specifications, for the contract period October 26, 2019 through October 25, 2020.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: FORD EXPEDITION

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

Vendor Contact: Bobby Colclesura
Phone: 402-617-4521
E-Mail: bobbyc@andersonautogroup.com

This is the first Renewal of the contract as amended. (mei 09/25/19)

Amendment one (1) as attached. (mei 12/06/19)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2019 OR CURRENT PRODUCTION YEAR POLICE LARGE SPECIAL SERVICE VEHICLE (SSV) FOUR WHEEL DRIVE 5 PASSENGER MAKE/MODEL: FORD EXPEDITION SERIES, CODE, TRIM LEVEL: U1G, 102A, SSV ENGINE: 3.5L ECOBOOST	20.0000	EA	38,335.0000

12/10/19
Christie Kelly
BUYER
Doug Carlson
MATERIEL ADMINISTRATOR
12/19
R4250045M0001 M/S 001 1 2019201

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 2 of 4	ORDER DATE 12/06/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
15045 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	EPA: 17/22/19 DELIVERY ARO: 90 DAYS MSRP: \$50,855.00			
	OPTIONS:			
2	TWO WHEEL DRIVE MODEL	20.0000	EA	-1,495.0000
3	CLOTH 3RD ROW SPLIT FOLD DOWN SEAT	20.0000	EA	975.0000
4	FLOOR CARPET W/FRONT AND REAR MATS	20.0000	EA	295.0000
5	DEEP TINT GLASS ALL EXCEPT WINDSHIELD AND FRONT DOORS	20.0000	EA	375.0000
6	DRIVER SIDE SPOTLIGHT	20.0000	EA	445.0000
7	TRAILER TOWING PACKAGE (DEDUCT)	20.0000	EA	-200.0000
8	INTEGRATED TRAILER BRAKE CONTROLLER	20.0000	EA	395.0000
9	STANDARD PAINT ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS. SEE ATTACHMENT.	20.0000	EA	0.0000
10	EXTRA COST PAINTS ATTACH LIST AND IDENTIFY AS EXTRA COST PAINTS, SEE ATTACHMENT.	20.0000	EA	395.0000
11	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA. ADDITIONAL ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	MI	450.0000
12	VERTICLE MOUNTED TWO CLEAR/WHITE LED MODULES MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED.	20.0000	EA	-99.0000


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

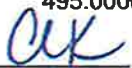
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15045 OC

PAGE 3 of 4	ORDER DATE 12/05/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
13	TWO CLEAR/WHITE LED MODULES. MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHTHEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-99.0000
14	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-249.0000
15	DOME LIGHT OR COURTESY LAMP FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-45.0000
16	100 WATT SIREN SPEAKER INSTALLED CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-100.0000
17	AUXILIARY BATTERY DUAL PURPOSE AGM BATTERY WITH DUAL BATTERY SEPARATER FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-350.0000
18	ALTERNATING HEADLIGHT FLASHER WIG-WAG MODULE WITH FLASHER OVERRIDE FOR OPTIONAL OVERRIDE AT NIGHT INSTALLED WITH ACTIVATION LEAD TAGGED AS SUCH AND TERMINATING IN OR NEAR THE PASSENGER COMPARTMENT. FACTORY OR DEALER INSTALLED.	20.0000	EA	395.0000
19	BLUETOOTH: HANDS FREE WIRELESS NETWORK TO MAKE AND RECEIVE PHONE CALLS ENABLED BY A PUSH BUTTON OR BY VOICE COMMAND. DEALER INSTALLED ACCEPTABLE. FACTORY OR DEALER INSTALLED.	20.0000	EA	295.0000
20	UPGRADE SIREN TO CODE 3 JONES AUTO	20.0000	EA	195.0000
21	UPGRADE AUXILLIARY BATTERY	20.0000	EA	495.0000


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
15045 OC

PAGE 4 of 4		ORDER DATE 12/06/19	
BUSINESS UNIT 9000		BUYER CHRISTIE KELLY (AS)	
VENDOR NUMBER: 503856			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	TO BLUE TOP OPTIMA JONES AUTO			



ck
BUYER INITIALS

AMENDMENT ONE
Contract 15045 OC
2019 or Current Production Year Police Large Special Service Vehicle (SSV)
for the State of Nebraska
Between
The State of Nebraska and Anderson Ford

This Amendment (the "Amendment") is made by the State of Nebraska and Anderson Ford, parties to Contract 15045 OC (the "Contract"), and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract Upon Execution by Both Parties as follows:

1. Line 1 is hereby superseded and replaced by:

Line	Description	Unit of Measure	Unit Price
1	2019 OR CURRENT PRODUCTION YEAR POLICE LARGE SPECIAL SERVICE VEHICLE (SSV) FOUR WHEEL DRIVE 5 PASSENGER MAKE/MODEL: FORD EXPEDITION SERIES, CODE, TRIM LEVEL: U1G, 102A, SSV ENGINE: 3.5L ECOBOOST EPA: 17/22/19 DELIVERY ARO: 90 DAYS MSRP: \$50,855.00 OPTIONS:	EA	\$ 38,335.0000

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: Anderson Ford

By: Doug Carlson /bp

By: Bobby Colclasure

Name: Doug Carlson

Name: Bobby Colclasure

Title: Material Administrator

Title: Fleet Director

Date: 12/12/19

Date: 12/4/2019

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16f.
4/7/2020

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Chief Perry Guido		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Brush truck replacement.

SYNOPSIS/BACKGROUND:

Replacement of a 26 year old Chevy 3500 brush truck with 2020 Ford XL F-350 Super Cab. Truck cost \$40,135.00 see Anderson bid and letter from Fleet Superintendent. Skid mount pump and tank \$9845.00 see Macqueen bid. Emergency equipment and portable radios \$15,000.00.

FISCAL IMPACT: \$64,980.00 BUDGETED FUNDS?: YES 75,000.00 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: CIP FIRE 20 (2)

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

ACCOUNTING DISTRIBUTION CODE: CIPFI20(2) ACCOUNT NUMBER: 7105

RECOMMENDATION:

Approve purchase.

ATTACHMENTS:

- Anderson bid
- Macqueen bid
-
- Fleet Superintendent letter
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
[Signature]



**MACQUEEN
EQUIPMENT**



**MACQUEEN
EMERGENCY**

MacQueen Emergency
14607 Felton Court Suite 109
Apple Valley, MN 55124
800-832-6417

Ship To: BELLEVUE FIRE DEPT
MAINT. FACILITY
2012 BETZ RD.
BELLEVUE, NE 68005

Invoice To: BELLEVUE FIRE DEPT
210 W MISSION AVE
BELLEVUE NE 68005

Branch 06 - APPLE VALLEY MN		
Date 03/17/2020	Time 15:32:19 (O)	Page 1
Account No BELLE010	Phone No	Est No 01 001367
Ship Via	Purchase Order QUOTE	
Tax ID No		
		Salesperson 204 / 196

ESTIMATE EXPIRY DATE: 04/16/2020

PARTS ESTIMATE - NOT AN INVOICE

<u>Part#</u>	<u>Description</u>	<u>U</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
CET SKID 17665	CET SKID UNIT		1	8995.00	8995.00
	CET CUSTOM SKID UNIT PER QUOTE 17665				
	INCLUDES:				
	- 200 GALLON TANK, 76" SKID LENGTH				
	- 13HP HONDA ENGINE CET PUMP				
	- TANK FILL WITH 1" BALL VALVE				
	- 1" BALL VALVE SERVICE LINE WITH				
	CAP & CHAIN				
	- 1.5" BALL VALVE SERVICE LINE WITH				
	CAP & CHAIN				
	- STANDARD SUCTION WITH 2.5" TANK TO				
	PUMP VALVE AND 2.5" SUCTION VALVE				
	- ELECTRIC REWIND LOW PROFILE HOSE REEL				
	- CHROME OUTRIGGERS FOR BOTH SIDES				
	- 100' OF RUBBER BOOSTER HOSE				
FRT	FREIGHT		1	850.00	850.00
				Subtotal:	9845.00
				Tax:	.00
				TOTAL:	9845.00

Authorization: _____

ANDERSON

www.AndersonAutoGroup.com

March 26th, 2020

Donald Gifford
Battalion Chief
Bellevue Fire Department
Donald.gifford@bellevue.net
Cell Phone 402 515-8545
Office Phone 402-682-6630

2020 Ford F350 Quote

- 2020 Ford F350 4x4 Super Cab XL
- 6.5' box
- 6.7L Diesel engine
- 10 speed automatic transmission
- Power equipment group
- Single rear wheels
- AM/FM CD radio
- Tow package with trailer brake controller
- Remote keyless entry with two fobs
- Electronic Shift-on-the-fly
- Air conditioning
- Ford Sync
- 34 gallon fuel tank
- Telescoping trailer tow mirrors

Total Price: \$40,135.00

Bobby Colclasure
Anderson Auto Group
Commercial & Fleet Director
2500 Wildcat Dr., Lincoln, NE 68521
Cell-402-617-4521

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



LINCOLN



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

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

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

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



City of Bellevue

Fleet Maintenance Department

2012 Betz Road • Bellevue, Nebraska 68005 • (402) 293-3129

MEMORANDUM

To: Battalion Chief Gifford
From: Todd Jarosz
Subject: Brush 3
Date: 03-16-2020

Chief,

Per our conversation on the replacement of Brush 3. It is my recommendation that the replacement vehicle be of a Ford product. With the skill and familiar knowledge of our technicians to provide an efficient service, along with the cost of adding new software and tools. All of this need to be in the deciding factor for the purchase of a new vehicle to replace the current Brush 3.

Thank you,

Todd Jarosz
City of Bellevue
Fleet Superintendent

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16g.
4/7/2020

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Chief Perry Guido	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Replace control systems in training tower.

SYNOPSIS/BACKGROUND:

The 3 natural gas training prop controls and gas supply equipment in the training tower are 21 years old and are obsolete with no parts available.

FISCAL IMPACT: \$172,970 BUDGETED FUNDS: YES 172,970.00 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: CIP FIRE 20 (3)

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

ACCOUNTING DISTRIBUTION: CIPFI20(3) ACCOUNT NUMBER: 7030

RECOMMENDATION:

Approve purchase.

ATTACHMENTS:

- | | | |
|-------------------|----|----|
| 1. Upgrade bid | 2. | 3. |
| 4. Service report | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree-Robbins
[Signature]
[Signature]



KFT Fire Trainer, LLC
 17 Philips Pkwy
 Montvale NJ 07645
 UNITED STATES
 +1(201)-300-8100

Estimate: E000001552

Quote Date: 10/31/2019

Customer: C000210

Brian Staskiewicz
 Bellevue Fire Department
 3100 Cornhusker Road
 Bellevue NE 68147
 United States

Expiration Date: 5/31/2020

Terms: Net 30 Days

Line	Item	Quantity	UOM	Unit Price	Includes	
					Discount	Extended Price
1	PLC, FCS, Flashovr Ign Upgrade Aquamesh and Wireless System Upgrades	1.00	EA	172,970.00000	0.00%	172,970.00

PLC Upgrade – PLC5 to Logix

- Upgrade existing PLC 5 to new ControlLogix PLC
- New Allen Bradley PLC 1756 ControlLogix
- New Allen Bradley input modules
- New Allen Bradley output modules
- New Allen Bradley analog modules
- New Allen Bradley Ethernet adapter modules

Additional Items:

- Touch screen display upgrade

Safety Compliance:

- NFPA 70 – National Electrical Code
- NFPA 1402 – Guide to Building Fire Service Training Centers
- UL 508A – the Standard for Industrial Control Equipment

Logistics and Support:

- On-site start-up by a KFT technician
- Operation & maintenance training (8 hours)
- Operation & maintenance manual (3 copies in English Language)
- 1-year new parts warranty
- 24/7 technical phone support (even during weekends & holidays!)
- Installation and supervision for KFT Equipment by KFT
- Packaging included
- Obtaining Local and State Permits and Application Fees Excluded

Fuel Control Station Upgrade will consist of the following:

- Remove manual maxon valve and replace with updated automatic reset maxon valve. Includes updated hi and low propane supply pressure switch assembly.
- Test for proper operation
- Provide updated manual pages reflecting the new system components
- Provide updated wiring diagrams
- Provide a 1-year warranty

KFT technician will perform Flashover ignition pilot upgrade by updating the parts associated with ignition controls.



KFT Fire Trainer, LLC
 17 Philips Pkwy
 Montvale NJ 07645
 UNITED STATES
 +1(201)-300-8100

Estimate: E000001552

Quote Date: 10/31/2019

Wireless Upgrade will consist of the following:

Wireless controller interchangeable between fireplaces (qty. 3)
 Wireless controls enable instructors to operate FIRETRAINER® systems with complete mobility, unrestricted by a control cable.

Inherent Safety:

Fail-safe FIRETRAINER® fires automatically extinguish if wireless signal is lost.

- Large ergonomic 'pistol grip' with trigger dead-man switch.
- Intuitive controls via durable, waterproof switches
- Magnetic mount allows easy attachment to metal burn room doors for storage.

Aqua Mesh Upgrade will consist of the following:

KFT's advanced burner design, AquaMesh, produces increased levels of radiant heat, a more realistic flame signature, lower levels of unburned gases during fire suppression, and more challenging flames that cannot be swept off the fire mock-up with hose stream application. Water, used to disperse the propane or natural gas, is not visible through the fireplace mock-up. AquaMesh fires are capable of withstanding repeated direct hoseline stream attacks, without having any significant amount of water dispelled from the burner assembly within the fire mock-up.

- Convert the Bed, Couch and Kitchen fireplaces from the existing air burner technology to our new Aqua Mesh® technology.
- Test for proper operation
- Provide updated manual pages reflecting the new system components
- Provide updated wiring diagrams
- Provide operator training on the Aqua Mesh components
- Provide a 1-year warranty

Delivery & Completion:

4-5 months after KFT Fire Trainer, LLC acceptance of a resulting order.

Proposal Validity:

KFT Fire Trainer, LLC Standard Terms & Conditions apply to any resulting order.

Please submit Tax Exemption Certificate with your Purchase Order if applicable.

Payment Terms:

KFT proposes the following invoicing milestones.

- 30% invoiced upon KFT acceptance of order.
- 20% invoiced upon shipment to site, net 30.
- 50% after trainer acceptance and operator training, net 30

Exclusions:

Prices exclude any taxes, fees, permits, inspections, surety bonding or liquidated damages provisions.

Customer Currency:	USD	US Dollar
Sale Amount:		172,970.00
Order Disc (0.0000%):		0.00
Surcharge:		N/A
Sales Tax:		0.00
Misc Charges:		0.00



KFT Fire Trainer, LLC
 17 Philips Pkwy
 Montvale NJ 07645
 UNITED STATES
 +1(201)-300-8100

Estimate: E000001552

Quote Date: 10/31/2019

Total Amount: 172,970.00

ALL SALES ARE SUBJECT TO KFT FIRE TRAINER, LLC. TERMS AND CONDITIONS IF NOT ATTACHED HERETO, AVAILABLE AT <http://kft.firetrainer.com/tnc/KFT-US-Terms.pdf> AND NO OTHER TERMS AND CONDITIONS, ORAL OR WRITTEN, SHALL BE OF ANY FORCE OR EFFECT. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS OR CONDITIONS CONTAINED IN BUYER'S PURCHASE ORDER OR IN ANY OTHER CORRESPONDENCE, PREVIOUS OR SUBSEQUENT, SHALL BE DEEMED REFUSED AND OBJECTED TO BY KFT FIRE TRAINER, LLC. AND SHALL NOT BE BINDING IN ANY WAY ON KFT FIRE TRAINER, LLC., UNLESS BUYER AND KFT FIRE TRAINER LLC. SPECIFICALLY AGREE IN WRITING ON TERMS AND CONDITIONS ADDITIONAL TO OR DIFFERENT FROM THOSE CONTAINED HERETO.

SHIPPING IS ADDITIONAL AND WILL BE BILLED SEPARATELY UNLESS INCLUDED IN THE ESTIMATE TEXT.

IF USING CREDIT CARD PLEASE PROVIDE BILLING POC AND ADDRESS AS WELL AS THE 3 DIGIT IDENTIFIER ON THE BACK OF THE CC.

PLEASE PROVIDE TAX EXEMPT CERTIFICATE IF APPLICABLE

Please Verify That The Billing Address is Correct And Provide A Ship-To Address, Contact Name & Phone:

Billing Address:

Shipping Address:

Contact Name: _____

Contact Phone: _____

Please Fill In The Appropriate Fields To Place Your Order:

Purchase Order Number: _____ And/Or
 Credit Card Number: _____ **Visa Or MasterCard Only**
 Name: _____ Expiration Date: _____ CVV: _____
 Credit Card Billing Address: _____

Credit Card Contact Information – Phone and/or E-mail address:

Buyer Signature: _____ Date: _____

All Sales Are Deemed Taxable Unless A Valid Exemption Certificate Is Provided



17 Philips Parkway
 Montvale, NJ 07645
 (201) 300-8100 tel, (201) 300-8101 fax

Service Request #5470

Status:	Completed	Customer:	BELLEVUE FIRE DEPT.
Priority:	Medium- Need system operational in 2 weeks.	Contact:	Brian Staskiewicz (402) 293-6592 (402) 2105195 (mobile) Brian.staskiewicz@bellevue.net
Type:		Service Location:	Main Location BELLEVUE, NE 68005
Assigned To:	Jacob Lazar	Bill To:	BELLEVUE FIRE DEPT. BELLEVUE, NE 68005
Date Created:	Sep 6, 2019	PO #:	
Due Date/Time:			
Next Appt.:			

Additional Information & Custom Fields:

Reference No.:

Detailed Description:

Schedule

When	Assigned To	Comment
Oct 7 - 11, all-day	Jacob Lazar	

Equipment - No Equipment

Comments

Status Changed

by Jacob Lazar on Oct 11, 2019, 10:44 AM

Status changed to [Completed].

[PUBLIC]

System Hardware status; Major system components are obsolete or outdated. 1. PLC 5; The System control uses programmable logic control "PLC 5", this technology is obsolete and not supported by the manufacturer, NO new or refurbished spare parts are available. KFT can no longer provide new parts for PLC5. Any catastrophic event as faulty card or corrupted processor can cause partial system malfunction or complete system shutdown, replacing the PLC it may take 2-4 months lead time. 2. Red-Lion LCP display unit. The Old display panels are no longer available, any malfunction unit will take the room out of service. KFT recommend a central control touch panel. 3. Flashover's pilot flame control module. Flashover pilot burner module no longer available need to replace with Fireye module. 4. System current Pendant. System pendant are old and outdate, parts are no longer available, KFT recommend switching to wireless pendant. 5. Building manual main gas valve. Building "Maxon" main gas valve is manual and old, KFT recommend upgrading to Automatic valve. 6. eWON, diagnostic hardware allows KFT engineering remotely access the

system and perform system diagnosis in case of any malfunctions.

Labor Item Added

by Jacob Lazar on Oct 11, 2019, 10:29 AM

A labor item was added:

- **Who** Jacob Lazar
- **Date Worked** Oct 09, 2019
- **Duration** 8 hrs, 0 min
- **Labor Rate** Standard Labor
-

[PUBLIC]

Bellevue October 7-10, 2019

T1000 System; inspect the burn building, the burn props, the equipment rooms and the fuel control station. Start the system, complete 30 second purge time and open building main gas valve. Successfully calibrate all gas sensors. Start all smoke machines, adjust smoke machines cycles as needed. Start all main flames and confirm proper operation, remove all compartment drawn sample filters and clean with degreaser. Customer did report ventilation fan malfunction occur at the second-floor bedroom prop when in use and the room temperature exceed 500 degree and vent fan start. After perform system inspection found the fan prove signal missing at the PLC input card, adjust fan current sensor and confirm signal appear on the input card when fan runs at room warning conditions.

T1000 PM; Replace spark plugs and flame rods of all pilots and smoke generators, lube air blowers, remove and install new air intake filters, install new coalescing filters, new corrosion inhibitors. Rebuild all drawn sample vacuum pumps. Inspect the Ventilation fans, found fan's paint peeling off and fan housing expose to the weather, check fan's belts and grease bearing as needed. Reinstall compartment drawn sample filters.

Start system, start all pilots, main flames, smoke machines and confirm proper operation. Did notice one-time event the building main gas valve did not shutoff when all system keys were off, had to push the E-Stop button to close the building main gas valve. PM continue; Remove smoke fluid tubing, needle valves and solenoid valves clean and confirm no clogging on the smoke path, adjust needle valve to achieve good smoke. Inspect all agent sensors, adjust as needed and confirm proper operation, check and tightened terminal screws inside the FHM's, check PLC Battery. Clean all FHM's as needed. Perform system safety check and confirm proper operation.

Perform live fire test while applying agent by Bellevue FD, confirm system proper operation as designed. During testing found water getting into the equipment room from the Kitchen prop transition plate and from the smoke duct due to missing smoke hood at the front of the mockup. The transition plate needs to be checked and resealed during next PM; this require removing parts from the Kitchen prop, also the customer will add a hood on the smoke vent at the mockup.

Customer did report water get into the kitchen prop pendant jack causing damage to the pins of the pendant jack and potential pin damage to the LCP, customer will try to fix the pendant or send back to Montvale for evaluation.

Details

Quantity	Item	Description/Notes	Date	User	Type
5.00	Travel	Service Travel	Oct 10, 2019	Jacob Lazar	Labor
3.00	Standard Labor	Service Labor	Oct 10, 2019	Jacob Lazar	Labor
8.00	Standard Labor	Service Labor	Oct 9, 2019	Jacob Lazar	Labor
2.00	1R1-002-064	Flashover kit	Oct 8, 2019	Jacob Lazar	Materials
3.00	1R1-002-062	PM KIT	Oct 8, 2019	Jacob Lazar	Materials
3.00	650293	REPAIR KIT	Oct 8, 2019	Jacob Lazar	Materials

8.00	Standard Labor	Service Labor	Oct 8, 2019	Jacob Lazar	Labor
5.00	Standard Labor	Service Labor	Oct 7, 2019	Jacob Lazar	Labor
5.00	Travel	Service Travel	Oct 7, 2019	Jacob Lazar	Labor

I hereby acknowledge the satisfactory completion of the above described work.

CUSTOMER SIGNATURE

DATE

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16h.
4/7/2020

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Chief Dargy		
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:
Memo of Understanding between the 55th Wing, Offutt AFB Security Forces and Bellevue Police Department

SYNOPSIS/BACKGROUND:
The Bellevue Police has had a Memo of Understanding with the 55th Wing, Security Forces that was outdated. The Memo of Understanding has been updated to include the sharing of information, active shooter, the use of the Offutt Shoot House and the BPD Datamaster Room for alcohol testing.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:
Recommend approval for the Interim Police Chief to sign the Memo of Understanding with the 55th Wing, Security Forces, Offutt, AFB.

ATTACHMENTS:

1. Memo of Understanding
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Roblins
[Signature]
[Signature]

MEMORANDUM OF UNDERSTANDING
BETWEEN
55TH WING, OFFUTT AIR FORCE BASE
(55TH SECURITY FORCES SQUADRON)
AND
BELLEVUE POLICE DEPARTMENT
FOR
MUTUAL SUPPORT AND INFORMATION SHARING

This is a Memorandum of Understanding (MOU) between the 55th Wing (55 WG) and Bellevue Police Department (BPD), with the 55th Security Forces Squadron (55 SFS) designated as the Offutt AFB representative for matters discussed in this MOU. When referred to collectively, the 55 WG, 55 SFS and BPD are referred to as the "Parties".

1. AUTHORITY.

- a. Department of Defense (DoD) Directive 3025.18, *Defense Support Of Civil Authorities (DSCA)*
- b. Department of Defense Instruction (DoDI) 3025.21, *Defense Support of Civilian Law Enforcement Agencies*
- c. DoDI 4000.19, *Support Agreements*
- d. DODI O-2000.16V1_AFI10-245-O, *Antiterrorism (AT) Program Implementation*
- e. Air Force Instruction (AFI) 10-801, *Defense Support of Civil Authorities*
- f. AFI 25-201, *Intra-service, Intra-agency, and Inter-agency Support Agreement Procedures*
- g. AFI 31-121, *Military Working Dog Program*

2. PURPOSE. This MOU outlines a framework of cooperation and mutually beneficial support activities, which includes responsibilities for utilization of the Offutt AFB Shoot House and Bellevue Police Datamaster Testing Room, between the 55 WG and BPD.

3. UNDERSTANDING OF THE PARTIES.

a. BPD will:

- (1) Notify 55 SFS as soon as possible if information is received which indicates a threat to Offutt AFB resources or personnel (e.g., terrorist plot).

(2) Notify 55 SFS if a military member is arrested off base.

(3) Notify 55 SFS if BPD receives any information that implicates Offutt AFB personnel or resources in any criminal plan, drug activity, or other illicit activity, as long as releasing this information does not compromise the BPD or another law enforcement agencies criminal investigation(s) or prosecution of such individual(s).

(4) Provide assistance when requested by 55 SFS as allowed by available resources in situations such as "officer needs assistance" calls or civil demonstrations at Offutt AFB entrance gates.

(5) Notify 55 SFS if the BPD receives any information that involves Offutt AFB personnel or resources in any Trafficking-In-Persons or prostitution activities.

(6) Provide assistance, when requested by 55 SFS, as allowed by available resources in situations such as "officer needs assistance" calls or civil demonstrations at Offutt AFB entrance gates, where deemed appropriate by BPD.

(7) Assist in the re-apprehension of any fleeing military confinee from Offutt AFB.

(8) Allow 55 SFS to attend local training events when resources and space permit.

(9) Notify senior faculty members of Bellaire Elementary School of Force Protection Condition changes at Offutt AFB and enact locally developed procedures, as appropriate.

(10) As dictated by specific threat (e.g., laser pointing or shooting at aircraft) identified by the 55 SFS and allowed by available resources, provide increased patrol coverage for identified areas near Offutt AFB within the jurisdiction of the BPD.

(11) Upon notification of the 55 SFS, as allowed by available resources and within the jurisdiction of BPD, provide assistance in locating and identifying users operating small unmanned aerial systems (drones) unlawfully in restricted airspace over Offutt AFB.

(12) Participate in joint exercises with the 55 SFS and other law enforcement agencies as resources and mission allow. Exercise scenarios include, but are not limited to, active shooter, barricaded suspect, hostage situation and mass casualty incidents, such as aircraft crashes.

(13) Provide upon request by 55 SFS any incident/accident reports, and if needed supplemental reports containing BrAC/BAC results, sworn statements and notices of license revocations (if available), for Offutt AFB-associated personnel as long as releasing this information does not compromise the BPD or another law enforcement agencies criminal investigation(s) or prosecution of such individual(s). All requests will be for official use only. The 55 SFS point of contact (POC) for incident/accident reports will be the 55 SFS/MAR (Administration and Reports), 402-294-3185.

(14) Allow for the use of the Datamaster located in the Bellevue Police Testing Room for the purpose of obtaining a sample breath to determine alcohol content.

(a) Train no more than four 55 SFS personnel on the Datamaster Unit in order to obtain a "breath sample" of personnel suspected of an alcohol-related offense.

(b) Provide a Bellevue Police Officer to be present during the use of the Datamaster by 55 SFS personnel.

(c) If required, provide records of the Datamaster Unit to ensure compliance with State standards.

(d) Provide the Datamaster Compliance Officer for Offutt AFB to ensure testing compliance parameters, if needed.

(15) The following items detail use of the Shoot House (Bldg. 559 warehouse) for training:

(a) Definitions.

- Range Safety Officer (RSO): Individual from using agency, trained in the use of the Shoot House facility by 55 SFS/S-3T. This individual is in charge of and assumes responsibilities for managing and ensuring the safe operation of the Offutt AFB Shoot House for the using agency.
- Training Cadre (TC): Designated individuals from using agency, trained by 55 SFS/S-3T to perform duties as line officials in the Offutt AFB Shoot House for the using agency.
- Marking Cartridge (MC): Non-lethal, low propellant dye marking cartridge used in dynamic, live role player training (Example: Simunitions, UTM).

(b) Contact 55 SFS at least two weeks prior to schedule facility usage, and ensure the facility is available. The 55 SFS/S-3T (294-9609 or 9616) section will act as the POC.

(c) Be responsible for providing an RSO, appropriate number of TC personnel, weapons, targets, hearing protection, first aid kits, cleaning equipment, all other required equipment and supplies needed for conducting firing of MC from agency weapons.

(d) If any damage to the facility occurs, notify 55 SFS/S-3T immediately and coordinate necessary repairs/corrective actions.

(e) Ensure the Shoot House is left clean and operational for official training use.

(f) Conduct routine maintenance including picking up trash and expended cartridge casings, and discarding munitions and target residue in the proper receptacles.

(g) RSO and TC will constantly observe users of the Shoot House to ensure all safety precautions and procedures are followed. The Shoot House safety rules must be briefed and observed at all times. Failure to observe Shoot House safety rules may be grounds for eviction and permanent loss of use privileges.

(h) Use of the telephone located at the entrance of the Shoot House is limited to official business only. A list of contact numbers for emergency or general use is posted adjacent to the door.

(i) Obtain range operations training and certification through the 55 SFS/S-3T in accordance with this MOU. Once the individual(s) meets all safety requirements, a signed memorandum from the NCOIC, Training or Chief of Training will be provided as proof of training.

(j) Ensure a sufficient number of TC are in place to supervise firing each time the Shoot House is used. Minimum personnel required are one RSO and one TC for every seven (7) participants in the exercise area during the scenario, including role players. The RSO will ensure this policy is adhered to during all phases of Shoot House use.

(k) The RSO will ensure all individuals present receive a safety briefing prior to beginning training. Discharge of MC outside of the Shoot House, or while garage doors are opened, is strictly prohibited. Any act deemed unsafe by 55 SFS/S-3T may result in the using agencies removal from the Shoot House, and their facility use revoked.

(l) The Shoot House may be used for firing non-lethal handgun and rifle MC only. The RSO will ensure, with 55 SFS/S-3T approval, the munitions used meet this standard. At no time will live ammunition be brought into the Shoot House. RSO and TC will certify all participants have purged all pockets, gear and equipment and that no live ammunition is present. If live ammunition is discovered at any time, all training will stop immediately. The entire Shoot House and all personnel will be re-purged for live ammunition.

(m) RSO will provide 55 SFS/S-3T with the number of personnel who attended training as well as amounts and caliber of rounds fired. This information will assist 55 SFS/S-3T in tracking usage and forecasting maintenance.

(n) RSO and all TC will enforce "no smoking" or "open flames" policy within the Shoot House.

(o) RSO will inspect the Shoot House for damage prior to opening, after closing, annotate any discrepancies and provide to 55 SFS/S-3T. 55 SFS/S-3T personnel will inspect the Shoot House for damage the day after training is conducted and annotate any discrepancies in an inspection checklist.

(p) It is recommended that the using agency supply a First Aid Kit; however, if no kit is brought by using agency, a small First Aid Kit is located by the main door. This kit is sealed

and if the using agency must use the kit, they must notify 55 SFS/S-3T so that the kit can be replenished.

(q) Using agency is responsible for all medical care for injuries sustained by agency personnel during the conduct of training.

(r) 55 SFS is the single POC for use of the Shoot House.

b. 55 SFS will:

(1) Provide response and assistance to local civilian authorities to prevent the loss of life or serious property damage, e.g., assisting in “officer needs assistance” calls. This response would be limited by 18 U.S.C. § 1385, *Posse Comitatus Act*, and will be terminated when local police authorities arrive at the scene.

(2) Allow local police authorities to attend training events on a space available basis when resources, space, and Air Force mission permits.

(3) Work with local police authorities to properly submit requests for military working dogs in accordance to AFI 31-121, *Military Working Dog Programs*. Local police departments shall provide as much advance notice and coordination as possible.

(a) The Explosive Detector Dog (EDD) and handler must be used together.

(b) The handler must have exclusive control over the search effort and complete access to the search area.

(c) The handler will perform the sole task of working their dog and will not take part in any other activities to aid civilian authorities unless specifically authorized by Headquarters, Air Force Security Forces Center (HQ AFSFC).

(d) Only the team’s explosive search capabilities will be used. Teams will not be used to track persons, search buildings or areas for personnel, or to pursue, attack, hold, or in any way help in apprehending or arresting persons.

(e) Teams are not to be used to search persons.

(f) A representative of the requesting agency must stay with the team at all times when it is working. If the dog responds positively, the handler will advise the representative and withdraw or continue the search in a disassociated area. The handler is prohibited from helping with uncovering, disarming, or moving any explosive device.

(g) The US Air Force will not accept responsibility for any damages, assist in setting up a chain of custody, nor engage in any other activities to enforce the law in connection with this service. The handler may, if necessary, testify in civil court, but the testimony must be

limited to explaining the training received, the past success rates of the EDD, the events leading to employment in this particular search, and the results of that search.

(h) Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.

(4) Participate in local community oriented activities, e.g., parades and other events, as the Air Force mission allows.

(5) Notify the BPD of Force Protection Condition changes at Offutt AFB.

(6) Participate in joint exercises with the BPD and other law enforcement agencies as resources and mission allow. Exercise scenarios include, but are not limited to, active shooter, barricaded suspect, hostage situation and mass casualty incidents, such as aircraft crashes.

(7) Through the 55 SFS/S-3T, train and certify all RSOs and TC on Shoot House use policies and procedures. Provide a safe and operational Shoot House facility when the operations tempo permits availability and conduct no-notice visits to ensure proper safety requirements and facility usage procedures are adhered to by using agency.

(8) Ensure the Emergency Communications Center and all installation entry points are notified of scheduled Shoot House training by BPD. This notification will allow BPD to enter the installation on official business with privately owned vehicles or city owned vehicles.

(9) Notify BPD of specific threats against Offutt AFB and request additional patrol coverage for identified areas under BPD jurisdiction in which the threat originates.

(10) Request incident/accident reports only when required; all requests will be for Offutt AFB-associated personnel and are for official use only. The 55 SFS POC for incident/accident reports will be the 55 SFS/MAR (Administration and Reports), 402-294-3185.

(11) Agree to abide by the rules and regulations of the BPD Datamaster Testing Room and provide four 55 SFS personnel to be trained on the Datamaster Unit for the purpose of obtaining a sample breath to determine alcohol content.

4. **PERSONNEL.** Each Party is responsible for all costs of its personnel, including pay and benefits, support and travel. Each Party is responsible for supervision and management of its personnel.

5. **GENERAL PROVISIONS.**

a. **POINTS OF CONTACT.** The following points of contact will be used by the Parties to communicate implementation of this MOU. Each Party may change its point of contact as needed and will provide notice to the other Party of the new information. All correspondence to

be sent and notices to be given pursuant to this MOU will be addressed to the addresses below, or as otherwise directed by the Parties by notifying the other Party of the new address.

(1) 55 SFS.

Primary: Chief, Mission Assurance (402) 294-3075
Alternate: Chief, Plans (402) 232-5291

55th Security Forces Squadron
ATTN: Chief, Mission Assurance
105 Airman Circle
Offutt AFB NE 68113

(2) BPD.

Primary: Bellevue Police Non-Emergency (402) 293-3100
Alternate: Sarpy County Communications Non-Emergency (402) 593-4111

Bellevue Police Department
ATTN: Lt Tom Dargy
1510 Wall St.
Bellevue NE 68005

b. FUNDING AND REIMBURSEMENT. This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

c. MODIFICATION. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

d. DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive Order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19, or AFI 25-201.

e. TERMINATION AND TRANSFERABILITY. This MOU may be terminated in writing at will by either Party. This MOU is not transferable except with the written consent of the Parties.

f. ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding this MOU's subject matter.

g. EFFECTIVE DATE. This MOU takes effect beginning the day after the last Party signs.

h. EXPIRATION. This MOU expires on 31 January 2025. However, if a new agreement is in formal coordination, this agreement will remain in effect until the new agreement is completed.

i. CANCELLATION OF PREVIOUS AGREEMENT. This MOU cancels and supersedes the previously signed MOU, dated 5 February 2016, titled *Mutual Support and Information Sharing*, between the Parties.

6. APPROVED.




MICHAEL J. CHEATHAM, Lt Col, USAF
Commander, 55th Security Forces Squadron

12 February 2020
Date

TOM DARGY
Chief, Bellevue Police Department

Date



GAVIN P. MARKS, Colonel, USAF
Commander, 55th Wing

5 MAR 20
Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16i.
4/7/2020

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Interim Chief Dargy	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Contract with Police One Academy

SYNOPSIS/BACKGROUND:

Nebraska requires all sworn law enforcement personnel to attend 20 hours of continuing education annually. Police One Academy is a trusted, experienced on-line training resource with access to training videos, presentations, quizzes, and a training database, of which 10 hours may be used to help fulfill the annual continuing education requirements.

FISCAL IMPACT: \$3,401.25 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Police One Academy contract

CONTRACT EFFECTIVE DATE: 04/2020 CONTRACT TERM: 6 mos CONTRACT END DATE: 09/2020

PROJECT NAME: _____

START DATE: _____ END DATE: _____ PAYMENT DATE: _____ INSURANCE REQUIRED: YES

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Approve and authorize the Mayor to sign.

ATTACHMENTS:

1. Justification memo	2. _____	3. _____
4. Quote	5. _____	6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

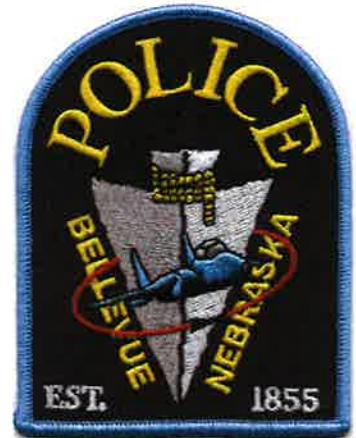
ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bree Hoblins
[Signature]

BELLEVUE POLICE DEPARTMENT
MEMORANDUM

TO: Captain Stukenholtz
FROM: Sgt. Pleiss
SUBJECT: Police One Academy
DATE: 03/26/2020

DS
Approved



Capt. Stukenholtz,

As you are aware, Nebraska Rev. Statute 81-1414.07 mandates all Nebraska law enforcement officers receive a minimum of 20 hours of continuing education in the areas of criminal justice or law enforcement annually. Of the 20 hours, up to 10 hours can come from on-line training. In researching options to provide Bellevue officers with consistent training across the board without bringing in a single instructor multiple times to reach each officer and to alleviate time lost from travel and the expense associated with some training outside of the department, I contacted Police One Academy. This is a reputable and familiar company in the law enforcement field. Since 2011 they have been providing on-line video-based training to law enforcement across the country.

The program is available 24 hours a day, 7 days a week and includes 400 courses and more than 1,100 videos which are regularly updated to keep content current. Due to this large number of training courses and categories, it would stand to reason that our officers have the potential to expand their knowledge base and receive training in subjects they would not normally have the time or capability to attend. More importantly with additional training, their awareness and officer safety skills can be improved.

The on-line training from Police One Academy can be incorporated into the annual in-service training currently used by B.P.D. in order to add content that we do not have instructors for amongst our staff. Lesson plans, quizzes and documentation for the training from Police One Academy are included with the program.

I recommend that we implement the Police One Academy for 6 months and then evaluate its usefulness, practicality and benefits. See attached contract for pricing and terms.

Respectfully,

Sgt. Don Pleiss
Training Unit Supervisor



by Praetorian Digital

Order Form

Quote Number 00035429 Expiration Date 4/30/2020

Academy Contact Information

Prepared By David Piepenburg Email dpienpenburg@lexipol.com
Phone (469) 264-8261

Department Information

Account Name Bellevue Police Department Payment Type Invoice
Bill To 1510 Wall St Ste 100 Additional Pro-Rated: April 1 - September 30, 2020. 12
Bellevue, Nebraska 68005 Subscription Terms Month Term: October 1, 2020 - September 30,
United States 2021
Contact Name Don Pleiss Contract Start Date 4/1/2020
Phone 4022933100 Contract End Date 9/30/2021
Email don.pleiss@bellevue.net

Subscription Platform

Table with 4 columns: Product, Additional Details, Quantity, Total Price. Rows include Account Services, PoliceOne Academy Annual Rate Per User (90 Users for 6 Months), and PoliceOne Academy Annual Rate Per User (90 User for 12 Months). Total Amount: USD 9,003.75

Terms & Conditions

Billing: A yearly subscription billing period begins at the effective starting date of service as stated above. A payment is due in full at the beginning of the 12-month period unless otherwise specified. Renewal: Term of subscription will be automatically renewed upon contract end date using current rate card rates at the time of renewal, unless written notice of non-renewal is received at least sixty-days prior to contract end date. Cancellation: Contract cannot be cancelled prior to effective contract end date. Department Personnel Use Only: Passwords and videos can be used by department personnel during the term of the subscription. Sharing department login access to the PoliceOne Academy or CorrectionsOne Academy or any downloaded or video content with other departments is expressly prohibited. Any violation of this policy will result in revocation of department access. Service Agreement: The terms of this Order Form ("Order Form") and the Master Subscription Agreement ("MSA") located at http://www.praetoriandigital.com/LMS-Master-Service-Agreement between the Customer and Praetorian Digital govern the use of the Praetorian Digital Academy learning management system and related services. By executing this Order Form, Customer agrees to the terms of this document and the MSA.

Signature: _____ Date: _____
Billing Contact: Ker Thao, ker.thao@praetoriandigital.com, p: 415.962.8327; F: 415.962.8340;
5217 Tennyson Parkway Suite 500 Plano TX 75024

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

COUNCIL MEETING DATE: 04/07/2020		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to extend the Belle Lago Replat 1 final plat filing by 60 days and waive the \$200 fee associated with this request. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

On March 3, 2020, the City Council granted a 30-day extension of the filing of the Belle Lago Replat 1 final plat per Section 4-11, Subdivision Regulations. This extended the developer's deadline for filing the plat to April 17, 2020. In light of the recent COVID-19 pandemic, the Sarpy County offices are now closed to the public, which prevents the developer from being able to file a plat at this time. As such, I would respectfully request the City Council approve a 60-day filing extension for the Belle Lago Replat 1 final plat and waive the \$200 fee to do so.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve a 60-day filing extension and waive the \$200 fee per Section 4-11, Subdivision Regulations.

ATTACHMENTS:

1. <input type="text" value="Staff Memo"/>	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: _____

A. Bree Robbins

[Handwritten signatures]



City of Bellevue
Planning Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3026

March 31, 2020

To: City Council Members
Mayor Rusty Hike
City Administrator Jim Ristow

From: Tammi Palm, Planning Manager

RE: BELLE LAGO REPLAT 1 FINAL PLAT EXTENSION

On March 3, 2020, the City Council granted a 30-day extension of the filing of the Belle Lago Replat 1 final plat per Section 4-11, Subdivision Regulations. This extended the developer's deadline for filing the plat to April 17, 2020.

In light of the recent COVID-19 pandemic, the Sarpy County administrative offices are now closed to the public. This prevents the developer from being able to file a plat at this time. Since we are unsure as to how long this will last, I would respectfully request the City Council approve a 60-day filing extension for the Belle Lago Replat 1 final plat and waive the \$200 fee to do so.

Thank you in advance for your consideration of this matter.