Bellevue City Council Meeting +++Amended Agenda+++
Tuesday, October 6, 2020 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Andy Kaup, Bellevue Christian Center, 1400 Harvell Drive, Bellevue.
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. * Approval of the September 15, 2020 City Council Minutes.
6. * APPROVAL OF CLAIMS - Claims for 9/30/20-Fiscal Year End & Claims for 10/6/2020
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES:
    a. Recommend approval for replacing application of Class C Liquor License No. 123928 for a Corporation Name Change, 1504 Galvin Road S., Bellevue and for Feng Zheng as Manager. (City Clerk)
    b. Recommend approval of a Special Designated Liquor License for Paul R. Klabunde dba "Century Lounge" to sell beer, wine, and distilled spirits at a Halloween Party, to be held at Century Lounge, 2109 Franklin Street, Bellevue, on October 31, 2020 from 12:00 p.m. to 12:00 a.m. and November 1, 2020 from 12:01 a.m. to 2:00 a.m. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading):
    a. Ordinance No. 4006: To allow for statutory changes and revisions to be incorporated into several sections of the City Code which have been affected by or generated by legislative changes and to add or change legislative citations. (Legal)
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
    a. Ordinance No. 4007 - An ordinance to amend Section 6-117 of the Bellevue Municipal Code pertaining to the Regulation of Bees Violations- Revocations. (City Attorney)
    b. Ordinance No. 4008 - An ordinance to amend Sections 9-17 & 9-18 of the Bellevue Municipal Code pertaining to Elections. (City Attorney)
    c. Ordinance No. 4009 - An ordinance to amend Sections 15-194 of the Bellevue Municipal Code pertaining to Unlawful Acts - Sale or Rental. (City Attorney)
    d. Ordinance No. 4010 - An ordinance to repeal Section 20-5 of the Bellevue Municipal Code Pertaining to Swearing, Cursing, Etc. (City Attorney)
    e. Ordinance No. 4011: Request to rezone Lot 1, Riverview Heights Replat IV, being a replat of Lot 1, Riverview Heights Replat III, and Lot 6, Riverview Heights Replat, from RE and RS-120 to RE for the purpose of an existing single family residence. Applicants: Tom and Mary Hansen. General Location: 513 Ridge Road. (Planning Manager)
        1. Request to approve a small subdivision plat of Lot, Riverview Heights Replat IV. **(No Action required until Ordinance No. 4011 is approved)**
    f. Ordinance No. 4012 - Request to rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH, for the purpose of further commercial development. Applicant: Deep Well dba Southroads Technology Park. General Location: 1001 Fort Crook Rd N. (Planning

Manager)

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4013 - Request to rezone Lots 122 through 124, Belle Lago South, being a platting of a tract of land located in part of the Southwest ¼ of the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50-PS, for the purpose of single family residential development. Applicant: HC Belle Lago, LLC. General Location: Looking Glass Drive and South 45th Street. (Planning Manager)

b. Ordinance No. 4014 - Request to rezone Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2, Kennedy Town Center Replat Four, from RG-20- PS to BG-PCO and RG-20-PS for the purpose of a commercial and multi-family residential development. Applicant: Carlson Consulting Engineers, Inc. General Location: 25th Street and West Chandler Road. (Planning Manager)

c. Ordinance No. 4015 - Request to rezone Lot 1, South Woods Replat 4, being a replat of Lots 9 through 11, South Woods, from RG-8 and RG-8-PS to RG-8-PS for the purpose of multi-family residential development. Applicant: APOGEE Professional Services. General Location: Childs Road and Nebraska Drive. (Planning Manager)

d. Ordinance No. 4016: An ordinance to amend Sections 18-106 to 18-112 of the Bellevue Municipal Code pertaining to reserved spaces for handicapped persons. (Legal)

e. **+++ ITEM PULLED**

f. Ordinance No. 4018: Authorizing and providing for issuance of General Obligation Refunding Bonds, Series 2020D, in an amount not to exceed $2,250,000. (Finance Director) ***(Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting)***

1. Resolution No. 2020-41: Authorizing and providing for issuance of Taxable Redevelopment Refunding Bonds, Series 2020, in an amount not to exceed $2,500,000. (Finance Director)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

15. RESOLUTIONS:

a. Resolution No. 2020-39: Approve and authorize the Mayor to sign the Resolution and the participating Construction Engineering Services Agreement with Alfred Benesch & Company for the 2020 Bellevue Major Street Resurfacing Project, Project No. MAPA-5081(1), Control No. 22775, in an amount not to exceed $182,384.63. (Interim Public Works Director)

b. Resolution No. 2020-40: Approve and authorize the Mayor to sign the Resolution and the Construction Engineering Services Agreement with Alfred Benesch & Company for the 2020 Bellevue Major Street Resurfacing Project, Project No. MAPA-5081(1), Control No. 22775, in an amount not to exceed $4,721.43. (Interim Public Works Director)

16. CURRENT BUSINESS:

a. * Recommend approval of Traveler's renewal proposal for the City's FY 20-21 Property/Casualty Insurance. (Finance/Risk Management)

b. * Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroeher or Sgt. Don Pleiss has already given approval for these hunters and their specified sites. (City Clerk)

c. * Recommend moving to the Zoll Cloud Based Billing Software, to begin the migration in October 2020 and authorize the Mayor to sign. (Fire Department)

d. * Approve and authorize the Mayor to sign the CDBG-CV subrecipient agreement with Eastern Nebraska Community Action Partnership. (CDBG Specialist)

e. * Approve and authorize the Mayor to sign the CDBG-CV subrecipient agreement with the Housing Foundation for Sarpy County. (CDBG Specialist)

f. * Approve and authorize the Mayor to sign the CDBG-CV inter-departmental agreement with the City of Bellevue Human Services Department. (CDBG Specialist)

g. Approve and authorize the Mayor to sign a four-year service agreement with Stryker for LUCAS devices, in an amount not to exceed $26,254.80 or $6563.70 annually. (Fire Chief)

h. Approve and accept low bid from Carroll Construction Supply's for the Wacker RD-12 roller, in an amount not to exceed $14,597.20. (Street Superintendent)

i. * Approve and authorize the Mayor to sign the Yearly Maintenance Proposal with Vertiv Corporation for main UPS that protects and provides backup for computer equipment. (Fire Chief)

j. Approve and authorize Mayor to sign the proposal from Heimes Corp, for the Fort Crook Road emergency CMP culvert replacement, in the amount of $55,957.00 plus a 10% contingency in the amount of $5,595.70, for a total project cost in the amount of $61,552.70. (Interim Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(Monthly reports are given at the first Council Meeting of every month - September report attached)**

18. CLOSED SESSION: NONE

19. ADJOURNMENT

MINUTE RECORD

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 15th day of September, 2020, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide, "Daily Record" 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
Arrow of Light, Cub Scout Pack 464, led the Pledge of Allegiance. Father Tom Jones, Church of the Holy Spirit (Episcopal), 1305 Thomas Drive, Bellevue, gave the invocation.

OPEN MEETINGS ACT
Mayor Hike announced a copy of the Open Meetings Act is posted by the entry in the City Council Chambers.

APPROVAL OF THE AGENDA

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

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

APPROVAL OF THE CONSENT AGENDA:
Councilman Burns requested item 8a, approval of the amended City Administrator contract, be removed from the consent agenda.

Motion made by Shannon, seconded by Preister, to approve the consent agenda as amended which included the following: Acknowledge receipt of August 19, 2020 Board of Adjustment Minutes; Acknowledge receipt of August 27, 2020 Planning Commission Minutes; Approval of the August 31, 2020 Board of Equalization Minutes; Approval of the September 1, 2020 City Council Minutes; Approval of September 15, 2020 Claims; Authorize staff to pay claims that pertain to the FYE 2020 Budget Year; Approval of the applications for waiver of hunting applications; Approve the Mayor to sign Environmental Review Record (ERR) for CDBG-CV activities; Recommendation to approve and authorize the Mayor to sign the extended contract to September 30, 2021, for Sgt. Joe Milos to be the State Drug Recognition Training Coordinator for the Nebraska Department of Transportation Highway Safety Office; Approve and authorize the Mayor to sign the CDBG Subrecipient Agreement with Habitat for Humanity of Sarpy County; Approve and execute the CDBG-CV Grant Agreement and Funding, in the amount of $202,742.00; and Approve and the authorize the Mayor to sign the Quetel Corporation Technical Support Agreement for $2,174.00 with Quetel Co.

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

SPECIAL PRESENTATIONS: None

ORGANIZATIONAL MATTERS:

Approve the Amended City Administrator contract and authorize the Mayor to sign the contract. (Mayor)

Motion was made by Shannon, seconded by Welch, to approve the Amended City Administrator contract and authorize the Mayor to sign the contract.

Councilman Burns stated approving a 10.92% raise is big deal. Along with a large increase of vacation hours, which can also be paid out as part of this proposal. He feels a raise during an economic crisis and the pandemic reflects negatively on the City of Bellevue. He is not in support of the amended contract.

Mayor Hike explained when Mr. Ristow was hired, he was hired with exceptional value. Mr. Ristow has seen the City through the flood and COVID in his position. His performance and value should be recognized.

Councilwoman Welch agreed with the Mayor and is in support. Mr. Ristow has dedicated himself to the City and is moving the City in the right direction.

Councilman Shannon explained the City employees' salaries, including the City Administrator, are set by salary surveys. Mr. Ristow was brought in way under the pay scale. The proposed raise is still under pay scale. He stated for the first time since he has lived in Bellevue, the City is under great leadership. He is in support of the amended contract.

Councilman Stinson suggested the Mayor explain how he came to figure for the proposed salary.

Mayor Hike advised he had the HR Director run comparables to other cities. He wanted to see what the

average salary was for City Administrators who run a city the size of Bellevue. He feels Mr. Ristow is worthy of at least being paid an average salary for what a City Administrator is paid.

Councilman Cook commented he is in support. He advised Mr. Ristow does an excellent job returning emails and calls. He stated Mr. Ristow was aggressive with the recent annexations. This has put the City in a position of moving forward.

Councilman Preister thanked Councilman Burns for his comments. He stated Mr. Ristow should be rewarded for good performance and his style of leadership. He is also in support.

Roll call on motion to approve as follows: Stinson, Cook, Shannon, Preister, and Welch voted yes; voting no: Burns. Motion carried.

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES:

Recommend approval of application for John R. Fritz as the new Manager for Aldi Inc. (Kansas) dba "Aldi 40" at 2112 Cornhusker Road. (City Clerk)

Motion made by Shannon, seconded by Preister, to recommend approval of application for John R. Fritz as the new Manager for Aldi Inc. (Kansas) dba "Aldi 40" at 2112 Cornhusker Road.

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 in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

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

Recommend approval of application for Jennifer B. Miller as the new Manager at Kum & Go LLC dba "Kum & Go" at 13905 Williamsburg Drive. (City Clerk)

Motion made by Cook, seconded by Welch, recommend approval of application for Jennifer B. Miller as the new Manager at Kum & Go LLC dba "Kum & Go" at 13905 Williamsburg Drive.

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 in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed.

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

ORDINANCES FOR ADOPTION (Third Reading) None

ORDINANCES FOR PUBLIC HEARING: (Second Reading):

Ordinance No. 4003: Request to rezone the Irregular Westerly 724.67' of Tax Lot 11, Except right-of-way in the NW 1/4, located in the NW 1/4 of Section 14, T13N, R13E; and the Irregular Tract in the NW corner of Tax Lot 12, Except right-of-way in the SW 1/4, located in the SW 1/4 of Section 14, T13N, R13E of the 6th P.M., Sarpy County, NE, from AG to ML for the purpose of industrial development. Applicant: Frank R. Krejci. General Location: Fort Crook Road South and Fairview Road. (Planning Manager)
[Request for a continuance until the October 20th meeting, by Mr. Kellner, on behalf of applicant]

Motion made by Shannon, seconded by Stinson, to table this item to October 20th per the applicant's request. Roll call on motion to approve as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Ordinance No. 4006: To allow for statutory changes and revisions to be incorporated into several sections of the City Code which have been affected by or generated by legislative changes and to add or change legislative citations. (Legal)

Ordinance No. 4006: An ordinance to amend or revise certain ordinances which have been affected by or generated by legislative changes and to add or change legislative citations, was read by title only for the second time and a public hearing was held.

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 in the audience came forth to speak in support of or in opposition to the application. Mayor Hike declared the public hearing closed

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on October 6th.

ORDINANCES FOR INTRODUCTION: (First Reading):

Ordinance No. 4007 - An ordinance to amend Section 6-117 of the Bellevue Municipal Code pertaining to the Regulation of Bees Violations- Revocations. (City Attorney)

Ordinance No. 4007: An ordinance to amend Section 6-117 of the Bellevue Municipal Code pertaining to same - Violations; Revocation, to repeal such section as heretofore existing; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for public hearing at the Council meeting on October 6th.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on October 6th.

Ordinance No. 4008 - An ordinance to amend Sections 9-17 & 9-18 of the Bellevue Municipal Code pertaining to Elections. (City Attorney)

Ordinance No. 4008: An ordinance to amend Sections 9-17 to 9-18 of the Bellevue Municipal Code pertaining to proceedings for election and notice of election, repeal such section as heretofore existing; and to provide for an effective date of this ordinance was read by title only for the first time and scheduled for public hearing at the Council meeting on October 6th.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on October 6th.

Ordinance No. 4009 - An ordinance to amend Sections 15-194 of the Bellevue Municipal Code pertaining to Unlawful Acts - Sale or Rental. (City Attorney)

Ordinance No. 4009: An ordinance to amend Section 15-194 of the Bellevue Municipal Code pertaining to unlawful acts - Sale or Rental, repeal such section as heretofore existing; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for public hearing at the Council meeting on October 6th.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on October 6th.

Ordinance No. 4010 - An ordinance to repeal Section 20-5 of the Bellevue Municipal Code Pertaining to Swearing, Cursing, Etc. (City Attorney)

Ordinance No. 4010: An ordinance to amend Section 20-5 of the Bellevue Municipal Code pertaining to swearing, cursing, etc., to repeal such section as heretofore existing; and to provide for the effective date of this ordinance was read by title only for the first time and scheduled for public hearing at the Council meeting on October 6th.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on October 6th.

Ordinance No. 4011: Request to rezone Lot 1 Riverview Heights Replat IV, being a replat of Lot 1 Riverview Heights Replat III, and Lot 6 Riverview Heights Replat, from RE and RS-120 to RE for the purpose of an existing single-family residence; and small subdivision plat Lot 1 Riverview Heights Replat IV. Applicants: Tom and Mary Hansen. General Location: 513 Ridge Road. (Planning Manager)

Ordinance No. 4011: An ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the Zone Classification of land located at or about 513 Ridge Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read by title only for the first time and scheduled for public hearing at the Council meeting on October 6th.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on October 6th.

Ordinance No. 4012 - Request to rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH, for the purpose of further commercial development. Applicant: Deep Well dba Southroads Technology Park. General location: 1001 Fort Crook Rd N. (Planning Manager)

Ordinance No. 4012: An ordinance to amend the Official Zoning Map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the Zone Classification of land located at or about 1001 Fort Crook Road North, more particularly described in Section 1 of the ordinance to provide an effective date was read by title only for the first time and scheduled for public hearing at the Council meeting on October 6th.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on October 6th.

MINUTE RECORD

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

RESOLUTIONS:

Resolution No. 2020-36: Amendment to Master Fee Schedule

Motion made by Shannon, seconded by Preister, to approve Resolution 2020-36: Amendment to Master Fee Schedule.

Motion made by Shannon, seconded by Preister, to amend Resolution 2020-36, by striking the fees for Haworth Park from the Master Fee Schedule. Discussion followed.

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

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

CURRENT BUSINESS:

Request the City Council approve and authorize the Mayor to sign the Agreement between the City of Bellevue and MMC Mechanical Contractors, Inc. for the replacement of the boiler at 1500 Wall Street, not to exceed $29,996.00. (Interim Public Works Director)

Motion made by Cook, seconded by Preister, to approve and authorize the Mayor to sign the Agreement between the City of Bellevue and MMC Mechanical Contractors, Inc. for the replacement of the boiler at 1500 Wall Street, not to exceed $29,996.00.

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

Approve & authorize the Mayor to sign a permanent sanitary sewer easement between Sherwood Properties, located in part of Lots 1 and 2, Hidden Hills 2nd Addition. (Interim Public Works Director)

Motion by Burns, seconded by Preister, to approve & authorize the Mayor to sign a permanent sanitary sewer easement between Sherwood Properties, located in part of Lots 1 and 2, Hidden Hills 2nd Addition.

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

ADMINISTRATION REPORTS: (*A Monthly Report will be given at the first Council Meeting of every month - September report will be attached to the October 6th meeting.)*

Mr. Mark Elbert, Community Development Director, provided an update on COVID-19 and the move from Phase III to Phase IV.

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 was adjourned at 6:37 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.

Susan Kluthe
Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on September 15, 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.

Susan Kluthe
Susan Kluthe, City Clerk

CITY OF BELLEVUE INCORPORATED + + + FEB. 23, 1855 SARPY COUNTY, NEBRASKA

MINUTE RECORD

CLAIMS FOR OCTOBER 6, 2020

ADMINISTRATIVE SERVICES/PERSONNEL			
TRALIANT, LLC	ON-LINE TRAINING PROGRAMSS		4,811.00
		$	**4,811.00**
POLICE			
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING FEES-OCT-DEC 2020		3,997.78
		$	**3,997.78**
FIRE & RESCUE			
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING FEES-OCT-DEC 2020		23,927.87
		$	**23,927.87**
INFORMATION TECHNOLOGY			
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING FEES-OCT-DEC 2020		2,798.55
		$	**2,798.55**
	TOTAL CLAIMS FOR OCTOBER 6, 2020	**$**	**35,535.20**

CPS-Payments made with City credit card

MINUTE RECORD

CLAIMS FOR SEPTEMBER 30, 2020 - Fiscal Year End

MAYOR			
METROPOLITAN AREA PLANNING AGENCY	CPS-MAPA LUNCHEON		20.00
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		52.43
		$	**72.43**
CITY ADMINISTRATION			
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		5.50
BELLEVUE CHAMBER OF COMMERCE	CPS-CHAMBER LUNCHEON		1,000.00
CAKE EXPRESSIONS	CPS-CAKE FOR POLICE CHIEF SWEARING IN		57.78
DILLONS CUSTOMER CHARGES	CPS-SUPPLIES FOR POLICE CHIEF SWEARING IN		56.93
FEDERAL EXPRESS CORPORATION	CPS-LAMINATED MAPS		124.48
OLLIES & HOBBES CRAFT	CPS-LUNCH WITH MAYOR BLACK		28.69
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		145.21
WALMART COMMUNITY	CPS-CLOCK, VACUUM CLEANER		171.99
		$	**1,590.58**
CITY COUNCIL			
DON PREISTER	REIMB FOR INTERNET SERVICE-SEP 2020		83.55
		$	**83.55**
LEGAL			
ABACUSNEXT	CPS-MONTHLY SUBSCRIPTION		118.00
DROP BOX	CPS-LEGAL FEES		19.99
ERICKSON & SEDESTROM, PC	PROFESSIONAL SERVICES		9,850.60
NEBRASKA.GOV	CPS-SUBSCRIPTION		41.00
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		89.87
		$	**10,119.46**
CABLE ADVISORY			
AMAZON.COM, LLC	OFFICE SUPPLIES		5.98
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		4.67
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		49.43
		$	**60.08**
CITY CLERK			
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		4.12
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		75.16
DELL MARKETING L.P.	LAPTOP		2,459.87
GRETNA GUIDE & NEWS	LEGAL AD		1,372.80
WOODHOUSE - TIF 8788	BOND PAYMENT-SEP 2020		53,545.76
		$	**57,457.71**
FINANCE/RISK MANAGEMENT			
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		7.14
AICPA DUES PROCESSING	CPS-MEMBERSIP DUES		615.00
AMAZON.COM, LLC	OFFICE SUPPLIES		676.15
CHICK-FIL-A	CPS-LUNCH FOR CONFERENCE		43.80
INDOFF	COPY PAPER		371.29
QUADIENT FINANCE USA, INC	POSTAGE REFILL-WALL ST		1,000.00
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES		395.98
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-AUG 2020		25.75
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		103.90
VILLAGE INN	CPS-LUNCH FOR CONFERENCE		26.98
		$	**3,265.99**

CPS-Pamyents made with City credit card

MINUTE RECORD

CLAIMS FOR SEPTEMBER 30, 2020 - Fiscal Year End

LIBRARY

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-2		124.82
AMAZON.COM, LLC	BOOKS, SUPPLIES, VIDEOS		1,786.98
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		20.71
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		202.48
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS		484.61
DILLONS CUSTOMER CHARGES	SUPLIES		26.42
FONTENELLE FOREST	LIBRARY MEMBERSHIP PASSES		300.00
INDOFF	OFFICE SUPPLIES		309.23
INGRAM LIBRARY SERVICES	BOOKS		4,218.59
LAURITZEN GARDENS	FAMILY MEMBERSHIPS		225.00
LIBRARY IDEAS	BOOK		414.47
MIDWEST TAPE	VIDEOS		17.99
QUADIENT FINANCE USA, INC	POSTAGE REFILL		600.00
RECORDED BOOKS	RECORDED BOOKS		149.20
RUFF WATERS	AQUARIUM MAINTENANCE		115.93
SHOWCASES	OFFICE SUPPLIES		126.90
		$	**9,123.33**

ADMINISTRATIVE SERVICES/PERSONNEL

ALEGENT HEALTH OHS/EAP	FTFF PHYSICAL TESTING		346.00
ASHLEY DECKER	REIMBURSE FOR LOCAL MILEAGE		79.93
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		6.05
CHICK-FIL-A	EMPLOYEE APPRECIATION GIFT CARDS		2,750.00
DJ'S DUGOUT	EMPLOYEE APPRECIATION GIFT CARDS		2,750.00
EDUCATORS	CPS-TRAINING-DECKER		174.00
INSTITUTE FOR COMMUNITY ALLIANCES	HMIS AGENCY LICENSE FEE		470.00
INTEGRATED REHAB	PHYSICAL TESTING		620.00
J P COOKE COMPANY	NAME PLATES		121.00
MORROW AND ASSOCIATES	POLICE CHIEF SELECTION PROCESS		17,643.58
PAYCHEX of NEW YORK, LLC	PAYROLL TIME AND LABOR ONLINE FEE		99.00
PEG IMHOF	REFUND FOR UNUSED BUS TICKETS		16.00
SAFETYSIGN.COM	CPS-SAFETY SIGN		46.08
STELLA'S BAR & GRILL	EMPLOYEE APPRECIATION GIFT CARDS		2,750.00
SWENSEN & ASSOCIATES	LT PROMO TESTING		9,690.00
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		106.80
		$	**37,668.44**

CODE ENFORCEMENT

ALEXANDER LAWN & LANDSCAPE, INC	CODE ENFORCEMENT CLEANUP-2020-8-27		4,307.50
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		1.81
LINE-X OF IRVINGTON	BED LINER		395.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-2		14.04
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-9-15		165.89
PAPILLION SANITATION	CODE DUMPSTER FEE		597.23
PETTY CASH - FINANCE	VEHICLE REGISTRATION FEES		15.00
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		76.59
		$	**5,573.06**

PUBLIC WORKS

BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		3.04
DAY ELECTRIC SERVICE, INC	INSTALL RUBBER CORDS INGROUND AT LAKE		11,101.04
FYRA ENGINEERING, LLC	OFFUTT DITCH PUMP STUDY		3,129.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-2		23.57
NEBRASKA IOWA SUPPLY CO	FUEL		2,655.51
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-9-15		277.42
ONE CALL CONCEPTS	LOCATES		674.71
PAPIO MISSOURI RIVER NRD	OFFUT DRAINAGE MAINTENANCE		10,000.00
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		282.70
WALMART COMMUNITY	CPS-WATER FOR OFFICE, SUPPLIES		14.70
		$	**28,161.69**

CPS-Pamyents made with City credit card

MINUTE RECORD

CLAIMS FOR SEPTEMBER 30, 2020 - Fiscal Year End

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING-CYCLE 10	9,576.90
A-RELIEF SERVICES	PORTALE RESTROOMS-AHP	634.00
BELSON OUTDOORS	CPS-TRASH CANS FOR PARKS	4,166.86
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3	20.71
CAPITAL BUSINESS SYSTEMS, INC	NEW CANON COPIER	3,175.00
DAY ELECTRIC SERVICE, INC	REPAIR BROKEN PIPE AT POOL, DOOR LOCK, SPRNKLER BOX	1,958.74
DOSTALS CONSTRUCTION CO	LOOKINGGLASS PARK IMPROVEMENT	90,079.20
GRETNA GUIDE & NEWS	LEGAL AD	21.65
HUGHES MULCH PRODUCTS	MULCH	4,800.00
J & J SMALL ENGINE SERVICE	CPS-POST DIGGER	389.00
LOGAN CONTRACTORS SUPPLY	ELECTRONIC LEVEL	289.00
MENARDS	PAINT, SUPPLIES	176.93
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-10	5,970.66
MIDWEST DCM, INC	CDBG WASHINGTON PARK IMPROVEMENT	33,384.90
ODEYS FIELD EXPERTS	LINESTRIPE WHITE PAINT	92.00
PETTY CASH - FINANCE	VEHICLE REGISTRATION FEE	4.00
PILGRIM LANDING GARDEN CLUB	REIMB INITIAL-PILGRIM LANDING GARDEN CLUB	2,176.54
SITEONE LANDSCAPE SUPPLY	POST EMERGENT HERBICIDE	559.55
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	61.02
THIELE GEOTECH	WASHINGTON PK IMPROVEMENTS	1,668.00
TRAVELERS	LIABILITY CLAIMS-LEGAL DEFENSE	9,841.00
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-AUG 2020	152.03
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4	191.81
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
WESTLAKE ACE HARDWARE	TRASH CANS	339.83
		$ 169,749.46

RECREATION

B&D DIAMOND PRO	FIELD MARKING	240.00
DICK'S CLOTHING AND SPORTING GOODS	CPS-TENNIS EQUIPMENT	206.36
DILLONS CUSTOMER CHARGES	CPS-CONCESSION SUPPLIES	17.91
INDOFF	CALENDARS	38.70
LAURA LAMBLIN	REFUND FLAG FOOTBALL FEE	30.00
LEXI MIERS	REFUND SOCCER FEE	30.00
MENARDS	REFRIGERATOR	777.00
MIDWEST IMPRESSIONS	UNIFORM FOR SOCCER	149.50
ODEYS FIELD EXPERTS	LINESTRIPE WHITE PAINT	92.00
TRUCK CENTER COMPANIES	CORE CREDIT	(57.50)
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4	55.55
WESTLAKE ACE HARDWARE	SPRAY PAINT	29.94
		$ 1,609.46

BUILDING MAINTENANCE

BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3	263.14
CARPENTER PAPER CO	JANITORIAL SUPPLIES	457.89
DAY ELECTRIC SERVICE, INC	TROUBLESHOOT POWER TO SIGN, INSTALL PIPE, ADD OUTLETS	1,059.50
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	755.45
FIRE PROTECTION SERVICES, LLC	ANNUAL FIRE EXTINGUISHER INSPECTIONS	2,318.25
HILLYARD	JANITORIAL SUPPLIES	187.92
IDEAL PURE WATER COMPANY	BOTTLED WATER	99.25
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINTENANCE	3,181.26
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	121.40
KB BUILDING SERVICES	JANITORIAL SERVICES-SEPT 2020	11,058.50
MENARDS	BATTERIES, LUMBER, DEHUMIDIFIER, LIGHTS	839.20

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BUILDING MAINTENANCE (cont'd)			
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-4		483.38
MICHAEL BECCARD	REIMB FOR CDL LICENSE		63.50
MMC MECHANICAL CONTRACTORS, INC	REPAIR HEAT EXCHANGER		667.00
OMAHA DOOR & WINDOW COMPANY	REPAIR HANDICAP DOOR THRESHOLD		100.00
OVERHEAD DOOR COMPANY	RELOCATE PHOTO CELLS-DIST 2		252.00
PLIBRICO REFRACTORY CONSTRUCTION	AC MAINTENANCE		1,730.95
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING		292.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES		1,574.11
TRICO MECHANICAL SERVICES	AC MAINTENANCE-TOWER SITE		146.15
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		25.52
VOSS LIGHTING	JANITORIAL SUPPLIES		497.52
WESTLAKE ACE HARDWARE	SUPPLIES, MULCH, TOOLS		54.58
		$	**26,228.47**
CEMETERY			
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		20.71
MENARDS	FABRIC POLYWEB, RIVER ROCK, LANDSCAPE SUPPLIES		374.31
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-2		104.81
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		49.43
WESTLAKE ACE HARDWARE	MULCH, TOOLS		54.91
		$	**604.17**
STREETS			
3M COMPANY	REFLECTIVE FILM		951.32
ALFRED BENESCH & COMPANY	2020 CONCRETE PROJECTS		8,376.49
ASP ENTERPRISES, INC	EROSION MATERIAL		675.00
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		196.53
BRYAN CHERRY	REIMB FOR LEARNERS PERMIT		14.50
CORNHUSKER INTERNATIONAL TRUCKS	DUMP BODY, HITCH, PLOW-2021 INT'L		88,948.00
CORNHUSKER INTERNATIONAL TRUCKS	DUMP BODY-2020 INT'L		146,709.00
CORNHUSKER INTERNATIONAL TRUCKS	PLOW, HITCH, DUMP BODY-(3) INT'L		266,844.00
DAY ELECTRIC SERVICE, INC	REPAIR BROKEN PIPE-STONECROFT		926.15
DREF'S TREE SERVICE, INC	REMOVE TREE AND STUMP		3,600.00
FELSBURG HOLT & ULLEVIG, INC	36TH ST DESIGN		11,458.07
HGM ASSOCIATES INC	15TH ST EXTENSION-FINAL		7,663.00
INDEPENDENT SALT CO	ICE CONTROL SALT		9,833.56
JUAN CHAVEZ	REIMB FOR CDL LICENSE		19.50
K2 CONSTRUCTION	S 25TH STREET IMPROVEMENT		54,292.67
MARTIN PRODUCTS SALES, LLC	BULK OIL		336.70
MENARDS	HOSE CLAMP, COUPLINGS, MORTAR, LUMBER, GENERATOR		676.17
METRO LEASING CO	LEASES 8733, 8724-INT'L TRUCKS		32,690.74
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-4		622.70
MIDWEST FENCE COMPANY	MOBILIZATION		2,000.00
MOTOROLA SOLUTIONS, INC	RADIOS FOR NEW TRUCKS		8,712.90
NEBRASKA DEPARTMENT OF TRANSPORTATION	2020 MAJOR STREET RESURFACING		283,194.50
NEBRASKA DEPARTMENT OF TRANSPORTATION	2020 MAJOR STREET RESURFACING		995,669.69
NEWMAN SIGNS	TRAFFIC SIGNS		936.33
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-9-15		173.09
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2020-8-28		71,842.97
OMNI	ASPHALT		1,653.40
PETTY CASH - FINANCE	VEHICLE REGISTRATION FEES		68.00
READY MIXED CONCRETE COMPANY	CONCRETE		16,203.90
SMITH FERTILIZER & GRAIN CO, INC	FERTILIZER		6,981.22

CPS-Pamyents made with City credit card

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STREETS (cont'd)

THIELE GEOTECH	MATERIAL TESTING	421.00
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-AUG 2020	1,014.30
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4	292.63
VOGEL TRAFFIC SERVICES	PAVEMENT MARKING	35,772.50
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
WESTLAKE ACE HARDWARE	CHOPSAW WHEEL, CHAIN, SUPPLIES	208.93
		$ 2,059,999.59

FLEET MAINTENANCE

911 CUSTOM, LLC	CONTROLLER ROTARY KNOB, LIGHTBAR, MOUNT KIT	2,027.96
A&L HYDRAULICS, INC	REBUILD PUMP, BEARINGS, RETAINER, O-RINGS	799.02
AA WHEEL & TRUCK SUPPLY, INC	U-CHANNEL, COUPLER	147.74
AIR CLEANING TECHNOLOGIES, INC	REPLACE FILL VALVE	291.00
ALLIED OIL & TIRE COMPANY	OIL, DIESEL FLUID	1,464.20
AMAZON.COM, LLC	CONVERTER, GATE HINGES	127.44
AUTO VALUE PARTS - SOUTH OMAHA	PARTS, BLACKJACK, THREADLOCKER, FUNNEL	4,516.78
BAUER BUILT	TIRE REPAIR	195.50
BAXTER CHRYSLER DODGE JEEP	HEATER HOSE, SENSOR, THERMOSTAT, RADIATOR HOSES	479.71
BAXTER FORD	PARTS, HOSE, TUBES, WIRE	1,219.61
BELLEVUE TIRE & AUTO SERVICE	TIRES	456.00
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3	24.40
BOBCAT OF OMAHA	FILTERS	244.98
CAPE TRUCK ACCESSORIES	RUNNING BOARDS	249.00
CONNECTED AUTOMOTIVE SYSTEMS OF NEW ENGLAND, INC	GM SOFTWARE	3,240.00
CORNHUSKER INTERNATIONAL TRUCKS	CLAMPS, DRUM, FITTINGS	313.04
CUMMINS SALES AND SERVICE	DEF FLUID HARDWARE	91.18
ED M FELD EQUIPMENT CO	SEAT COVERS AND BUTTON HORN	742.08
EDS WIRE ROPE & RIGGING	RATCHET BINDERS, ROPE TIE DOWNS	237.60
EDWARDS CHEVROLET-CADILLAC	SWITCH	20.33
FACTORY MOTOR PARTS CO	NOZZLE ASSEMBLY, SPARK PLUGS, OIL CP, BRAKE LINING	138.58
FARM PLAN	PULLEY, EXHAUST SYSTEM PARTS	1,310.78
GALVIN GLASS	REPLACE WINDSHIELDS	682.95
INDOFF	TONER CARTRIDGE	94.99
INLAND TRUCK PARTS CO	U-JOINTS, REAR DRUMS	851.69
INTERSTATE BATTERIES	BATTERIES	743.10
J & J SMALL ENGINE SERVICE	WHEEL AND TIRE	483.39
JACKS UNIFORMS & EQUIPMENT	LED LIGHTS	94.89
JIM HAWK TRUCK TRAILERS	FIRE EXTINGUISHERS	510.50
JONES AUTOMOTIVE	DOME LIGHT	109.20
KELLY SUPPLY COMPANY	LOCKING PLUG	24.64
KRIHA FLUID POWER CO	FITTINGS	71.26
LOGAN CONTRACTORS SUPPLY	CIRCUIT BREAKER, SWITCH	214.53
MACQUEEN EQUIPMENT, LLC	STRAP, NETTING HOSE, FILTERS, VALVES	981.50
MENARDS	DRILL BITS, WING NUTS, LUMBER, ADAPTERS, SUPPLIES	515.23
NAPA AUTO PARTS	ROCKER LED BLACKRED, FILTERS, FITTINGS, SWITHCES, OIL, ALTERNATORS, VALVES	1,452.44
NEBRASKA IOWA INDUSTRIAL FASTENERS	SUPPLIES, HEAT SHRINK, DRILL BITS, PLOW BOLTS	418.84
NUTS & BOLTS	COLLARS SETS FOR HARLEY	190.05
O'REILLY AUTOMOTIVE PARTS	DISC PAD SET, BRAKE SHOES, POLISH COMPOUND	316.56
P&M HARDWARE	RIBBED BELT, ALT COVER, ALTERNATOR	1,153.85
POWERPLAN	CONTROL VALVE, FILLER CAP	314.28

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FLEET MAINTENANCE (cont'd)			
STATE STEEL	HOT ROLLED STEEL		795.67
STV CNC AUTOMATION SOLUTIONS	CPS-SOFTWARE, PARTS		7,397.00
SWAN ENGINEERING	O-RINGS, RATCHET STRAPS		43.68
TOMASEK MACHINE SHOP	SHARPEN WOOD CHIPPER		110.00
TOOL SHED	GRINDING WHEEL, CORDLESS POLISHER		354.72
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-AUG 2020		1,460.37
TRI-V TOOL & MFG CO	MOWER BRACKETS		60.00
TRUCK CENTER COMPANIES	CAMSHAFT COVER, REPAIR BRAKE, CAMSHAFT		424.81
TURFWERKS	O-RING, CARTRIDGE, PIN ASSEMBLY		215.08
TY'S OUTDOOR POWER & SERVICE	FILTERS, IGNITION MODULE		140.51
UPS STORE	SHIPPING CHARGES		24.58
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		71.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE		358.10
		$	**39,016.34**
SOLID WASTE			
PAPILLION SANITATION	RECYCLING DISPOSAL		301,271.63
		$	**301,271.63**
PLANNING			
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		2.75
GRETNA GUIDE & NEWS	LEGAL AD		124.24
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-2		21.32
NEBRASKA PLANNING & ZONING ASSOCIATION	ON-LINE CONFERENCE		100.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-9-15		250.93
OMAHA WORLD HERALD CO	LEGAL AD		138.38
		$	**637.62**
PERMITS & INSPECTIONS			
BELLEVUE PRINTING COMPANY	APPROVAL STICKERS, INSPECTION PADS		533.71
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		3.67
IDEAL PURE WATER COMPANY	BOTTLED WATER		55.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE		367.76
MARCUS ROWE	PERMIT REFUND		43.20
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-2		28.49
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-9-15		334.58
SHELL SUPER STORE	CITY CAR WASH		3.75
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-AUG 2020		439.48
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		273.20
		$	**2,082.84**
POLICE			
AMAZON.COM, LLC	ADAPTER CABLES, CHARGERS, DRONES, OFFICE SUPPLIES, SCANNER		8,733.91
BELLEVUE FORT COOK, LLC	K9 BUILDING RENT-OCT 2020		1,248.00
BELLEVUE PRINTING COMPANY	FIELD INTERVIEW CARDS		486.70
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3		64.91
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		195.84
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TEST FOR NEW RECRUITS		502.61
CORNHUSKER AUTO WASH	DETAIL CRUISER		51.40
CORPORATE PAYMENT SYSTEMS	CPS-DELIVERY FEE		20.00
CRASH DATA GROUP	CPS-SOFTWARE SUBSCRIPTION		1,250.00
CULLIGAN OF OMAHA	BOTTLED WATER		216.25
DELL MARKETING L.P.	MONITOR		389.98
DIGITAL INTELLIGENCE, INC	FORENSIC LAPTOP, WORK STATION		16,580.59
DILLON BROTHERS H-D BUELL	LEASE FOR MOTORCYCLES		19,080.00

POLICE (cont'd)

DON'S PIONEER UNIFORMS	BADGE HOLDER, BALLISTIC VESTS, UNIFORM ITEMS	2,802.59
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	100.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-SEPT 2020	564.32
FAIRFIELD INN & SUITES	CPS-LODGING-HOWELL	215.04
FBI LEEDA	CPS-TRAINING-MERCER	1,390.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	22.50
FORENSIC CONSULTATION	CPS-TRAINING-MEYERS	200.00
GENE STEFFY CHRYSLER DODGE JEEP	2020 JEEP COMPASS-242381	21,153.00
GLENDALE PARADE STORE	PARADE GLOVES	192.00
GRAPHIC DESIGNS INTERNATIONAL, LLC	GRAPHICS FOR TRUCK	534.56
GREAT PLAINS UNIFORMS	BALLASTIC VEST	700.18
HARD HAT VETERANS	CPS-BALLISTIC HELMETS	1,948.00
INDOFF	OFFICE SUPPLIES	440.84
J P COOKE COMPANY	NAME PLATE, POCKET STAMPER	54.15
JACKSON SERVICES, INC	DOOR MAT SERVICE-BPD	113.84
JAMES KRIPAL	REIMB FOR FOOTWEAR	163.39
JASON MELROSE	REIMB TRAINING EXPENSES-PER DIEM	457.57
JO DON'S	ENGRAVE HONOR GUARD RIFLES	280.00
LAMINATING AND BINDING SOLUTIONS	LAMINATING MACHINE	2,694.83
MALLORY SAFETY AND SUPPLY	CPS-RED FUSES	519.72
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	198.04
MENARDS	5GAL PAIL	14.95
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-2	504.89
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	CPS-MEMBERSHIP DUES-BANKS	40.00
NEBRASKA HOME APPLIANCE	WASHER REPAIR	175.00
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	FIREARMS INSTRUCTOR RECERTIFICATION	441.00
NEBRASKA STATE PATROL	BACKGROUND CHECK	45.25
NET DUTY SOFTWARE	SCHEDULING SOFTWARE	828.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-9-15	5,941.54
PETTY CASH - FINANCE	VEHICLE REGISTRATION FEES, SUPPLIES FOR PROMOTIONS	372.21
PRAETORIAN DIGITAL	TRAINING MATERIAL	2,801.25
PRIORITY 1 FITNESS	FITNESS EQUIPMENT	1,649.00
PROJECT LIFESAVER INTERNATIONAL	SUPPLIES FOR PROJECT LIFESAVER	1,308.66
SEAN VEST	REIMB PER DIEM FOR TRAINING	127.50
SHELL SUPER STORE	CRUISER WASH	22.50
SUNSET LAW ENFORCEMENT, LTD	AMMO	1,149.60
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	186.06
TRAVELERS	LIABILITY CLAIMS-LEGAL DEFENSE	19,540.00
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-AUG 2020	2,148.02
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	363.90
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4	3,996.35
U.S. CELLULAR	MONTHLY SERVICE-2020-9-10	237.28
		$ 125,457.72

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES, MASKS, FILTERS	27,974.80
AMAZON.COM, LLC	CPS-BOOTS, CLAIMS FORMS, PRINTER, SUPPLIES, TRAINING BOOKS	880.98
AVI SYSTEMS	YEARLY SUPPORT MAINTENANCE	1,300.00
BLACK HILLS ENERGY	MONTHLY SERVICE-2020-9-3	55.41
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	28,087.27
CLIA LABORATORY	YEARLY LAB FEES	180.00
DANKO EMERGENCY EQUIPMENT	BATTERY FOR RESCUE TOOLS, ADAPTER	2,601.00
EC DATA SYSTEMS, INC	CPS-FAX SERVER	7.95

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FIRE & RESCUE (cont'd)

GREAT PLAINS UNIFORMS	UNIFORM		461.00
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINTENANCE		5,167.66
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE		114.86
MARKING REFRIGERATION, INC	ICE MACHINE REPAIR		725.75
MATHESON TRI-GAS INC	METHANE AIR		38.06
McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS	MEDICAL SUPPLIES		4,917.39
MENARDS	CLEANING SUPPLIES		199.10
MENARDS	MATERIALS TO BUILD PROPS FOR TRAINING		1,749.30
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-3		2,545.60
MONAGHAN CORPORATION	CHEMICALS FOR WASHERS		2,641.40
PCS MOBILE	LAPTOPS		6,061.40
SANDRY FIRE SUPPLY, LLC	NOZZLES		4,603.00
SHRED-IT USA	DOCUMENT SHREDDING SERVICE		144.00
STRYKER SALES CORPORATION	MEDICAL SUPPLIES, EQUIPMENT FOR NEW MEDIC, BATTERIES		52,242.33
TMS MEDICAL TECHNOLOGIES	LP12 MOUNTING BRACKETS		1,240.00
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	WORK COMP FUNDING-AUG 2020		313.18
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		812.85
U.S. CELLULAR	MONTHLY SERVICE-2020-9-10		479.56
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE		273.42
ZOLL MEDICAL CORPORATION	HOSTED BILLING PRO		492.80
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES		924.00
		$	**147,234.07**

NON-DEPARTMENTAL/CONTRACTS

AMAZON.COM, LLC	WALL CLOCKS FOR COUNCIL CHAMBER		128.85
CAPITAL CITY CONCEPTS, INC	WAGE STUDY FEES		5,350.00
CENTURY LINK	MONTHLY SERVICE-2020-9-4		994.91
CROP RISK SERVICES-MP	CROP INSURANCE PREMIUM		1,741.00
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM-SEPT 2020		1,815.00
METRO AREA TRANSIT	MAT 2020-8 2087 MILES		4,740.00
NE-DEPARTMENT OF REVENUE	SALES TAX-AUG 2020		194.86
PM AM CORPORATION	ALARM FEES-AUG 2020		1,815.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-OCT 2020		13,406.75
SCOTT WELCH	CPS-MONTHLY WEB DESIGN MAINTENANCE		125.00
		$	**30,311.37**

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-DOOR OPENER, SUPPLIES		267.47
HOSTGATOR.COM	CPS-MONTHLY DOMAIN FEE		59.95
INTERSTATE ALL BATTERY CENTER	BATTERIES		1,522.50
ONE CALL CONCEPTS	LOCATES		6.15
TESSCO	COMMUNICATION PARTS		83.75
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		40.29
		$	**1,980.11**

WASTEWATER

AMAZON.COM, LLC	OFFICE SUPPLIES,TV WALL MOUNT		82.47
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE		21.07
CARHARTT, INC	CPS-FY2020 UNIFORM-K BROWN		246.43
CITY OF OMAHA	SEWER FEES-MAR 2020		501,689.22
CITY OF OMAHA	SEWER FEES-APR 2020		525,142.72
CITY OF OMAHA	SEWER FEES-MAY 2020		536,788.20
CITY OF OMAHA	SEWER FEES-JUNE 2020		502,390.32
CITY OF OMAHA	SEWER FEES-JULY 2020		549,225.16
COX BUSINESS SERVICES	MONTHLY SEVICE-2020-9-4		434.66
ELLIOTT EQUIPMENT CO	BLADE CUTTER CHUCK		37.32
HAMMERHEAD	POINT REPAIR KIT		2,146.94
HANEY SHOE STORE	SAFETY SHOES-M JENNINGS		188.99

CPS-Pamyents made with City credit card

MINUTE RECORD

CLAIMS FOR SEPTEMBER 30, 2020 - Fiscal Year End

WASTEWATER (cont'd)			
HOA SOLUTIONS, INC	SPARE PARTS AND SUPPLIES		8,439.00
HOA SOLUTIONS, INC	EAST LIFT STATION EQUIPMENT		14,602.50
JONES J PLUMBLINE & COMPANY CONSULTANT	RE-CERTIFICATIONS		2,303.00
LAKELAND ENGINEERING EQUIPMENT	RELAY		83.58
MENARDS	TV CABLE, ADAPTER		51.75
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-9-2		271.02
OMAHA SLINGS	WEB SLINGS		187.38
PETTY CASH - FINANCE	VEHICLE REGISTRATION FEE		16.00
TRITON HYDROTOOLS	NOZZLE		1,180.91
U.S. CELLULAR	MONTHLY SERVICE-2020-9-10		414.84
U.S. CELLULAR	MONTHLY SERVICE-2020-9-4		452.79
UNITED RENTALS (NORTH AMERICA)	FATBOY RENTAL		1,163.00
USA BLUE BOOK	RUBER BOOT, MASK		948.64
UTILITY EQUIPMENT COMPANY	SUPPLIES		819.14
WESTLAKE ACE HARDWARE	BATTERIES, MASKS, CONCRETE MIX		533.19
		$	**2,649,860.24**
ECONOMIC DEVELOPMENT			
GREATER BELLEVUE AREA CHAMBER OF COMMERCE	ECONOMIC DEVELOPMENT CONTRACT		3,000.00
		$	**3,000.00**
COMMUNITY DEVELOPMENT			
ABBY HIGHLAND	REIMB CDBG CONSULTANT EXPENSES-SEP 18, CONSULTING FEE-AUG 2020		3,236.45
BELLEVUE JR SPORTS ASSOCIATION	BJSA-JUL/SEP 2020		1,670.00
		$	**4,906.45**
G.O. BONDS			
CORE BANK TRUST	WARRANT FEES-SID 208, 197		1,350.00
		$	**1,350.00**
	TOTAL CLAIMS FOR FY END SEPTEMBER 30, 2020		**5,718,475.86**

CPS-Pamyents made with City credit card

10a.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: Susan Kluthe, City Clerk			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☑	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Application for Umami Food Cuisine LLC dba "Umami" for replacing Application for Class "C-123928" Liquor License to sell beer, wine, and distilled spirits at 1504 Galvin Road S, Bellevue and Feng Zheng as Manager

SYNPOSIS/BACKGROUND:

Umami Food Cuisine LLC dba "Umami"would like to replace Application for Class "C-123928" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale at 1504 Galvin Road S, Bellevue and for Feng Zheng as Manager. 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 publishes a hearing notice and the application is reviewed by the Police, Planning and Clerk 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: $765.00/year 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:

Recommend approval of application for replacing application of Class "C-123928" Liquor License at 1504 Galvin Road S, Bellevue and for Feng Zheng as Manager

ATTACHMENTS:

1. Application	2. Clerk's Report	3. Planning Report
4. Police Report	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

LIQUOR LICENSE APPLICATION REPORT
CITY OF BELLEVUE
PLANNING DEPARTMENT

DATE OF CITY COUNCIL PUBLIC HEARING: October 6, 2020

DATE REPORT DUE TO CITY CLERK: September 24, 2020

APPLICANT: Umami Food Cruisine LLC **dba** "Umami"

ADDRESS: 1504 Galvin Road S., Bellevue

REQUESTED ACTION: Recommendation to approve replacing application for Class "C-123928" Liquor License to sell beer, wine, and distilled spirits, On Sale and Off Sale, 1504 Galvin Road S, Bellevue, and for Feng Zheng as Manager

BACKGROUND: Replacing Application of Class "C-123928" Liquor License Application

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

IS THIS LOCATION WITHIN THE CITY'S TWO-MILE ZONING JURISDICTION? Yes

EXISTING ZONING: BG (General Business)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial/Restaurant

IS THE CURRENT USE NON-CONFORMING? No **EXPLANATION:**

ADJACENT LAND USE AND ZONING:

NORTH: Commercial, BG

SOUTH: Commercial, BG

EAST: Commercial, BG

WEST: Commercial, BG

DISTANCE FROM SCHOOL (if applicable): n/a

DISTANCE FROM COLLEGE (if applicable): n/a

DISTANCE FROM CHURCH (if applicable): n/a

IMMEDIATE NEIGHBORHOOD/AREA LAND USES: This property is part of a commercial/retail strip along Galvin Road south.

NUMBER OF PARKING SPACES REQUIRED: Unknown **PROVIDED**: n/a

ANALYSIS OF NEIGHBORHOOD EFFECTS:

TRAFFIC: No impact expected.

STREET/ACCESS: No impact expected.

PEDESTRIAN: No impact expected.

NOISE: No impact expected.

LIGHTING: No impact expected.

GENERAL COMMENTS: This is a commercial area which would support liquor sales.

APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER

POLICE REPORT

DATE OF COUNCIL MEETING: 10/6/20 Due to City Clerk: 9/24/20

APPLICANT: Umami Food Cuisine LLC dba "Taco Umami"

LOCATION/ADDRESS: 1504 Galvin Road S, Bellevue

REQUESTED ACTION: Recommendation to approve replacing application of a Class "C" Liquor License to sell beer, wine and distilled spirits, On and Off Sale, at 1504 Galvin Road S, Bellevue **AND** for Feng Zheng as Manager of the license.

INDIVIDUALS TO BE CHECKED:

Name & Address	D.O.B.	S.S.N.
Feng Zheng 2312 S. Mineral Drive, Papillion, 68046 Driver's License Number: NE		
Suping Zheng 2312 S. Mineral Drive, Papillion, 68046 Driver's License Number: NE		

COMMENTS: Approved 9-9-20
Capt N A Hutchinson

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: Umami Food Cuisine LLC dba "Umami"
LOCATION/ADDRESS: 1504 Galvin Road S., Bellevue
REQUESTED ACTION: Recommendation to approve replacing application for a Class "C-123928" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale at 1504 Galvin Road S., in Bellevue, **AND** for Feng Zheng as manager.

DATE APPLICATION RECEIVED: 09/01/20

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 10/16/20

DATE ADVERTISED (not less than 7 nor more than 14 days): 9/23/20

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	1
Class B (Beer off sale only):	0
Class C (Alcoholic liquor, on and off sale):	24
Class D (Alcoholic liquor, off sale only):	27
Class I (Alcoholic liquor on sale only):	29
Class K (Catering License with Class B, C or D license):	5
Class X (Wholesale Liquor)	1
TOTAL	87

APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL

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

Hot List: YES / NO	New/Replacing # 121336
Class Type C	123928 Initials

Applicant name Umami Food Cuisine LLC

Trade name Umami

Previous trade name

Contact email address umamibellevue@gmail.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

505 20081260920 Do Reports

no fee submitted

Office use only
PAYMENT TYPE paypal 9-1-2020
AMOUNT 400.00
Received

2000008242

1. ✓ Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.

2. ____ Enclose application fee of $400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.

3. X Enclose the appropriate application forms;
   Individual License (requires insert form 1)
   Partnership License (requires insert form 2)
   Corporate License (requires insert form 3a & 3c)
   Limited Liability Company (LLC) (requires form 3b & 3c)

4. ✓ If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.

5. N/A If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.

6. N/A If buying the business of a current liquor license holder:
   a. Provide a copy of the purchase agreement from the seller (must read applicants name)
   b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
   c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)

7. N/A If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).

8. N/A Enclose a list of any inventory or property owned by other parties that are on the premises.

9. ✓ For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
   a. For residency enclose proof of registered voter in Nebraska
   b. If permanent resident include Employment Authorization Card or Permanent Resident Card
   c. See guideline for further assistance

10. ✓ Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.

11. ✓ Submit a copy of your business plan.

I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

_____
Signature

8/25/2020
Date

APPLICATION FOR LIQUOR LICENSE
RETAIL

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/

RECEIVED
AUG 28 2020
NEBRASKA
CONTROL

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES
CHECK DESIRED CLASS

RETAIL LICENSE(S) Application Fee $400 (nonrefundable)

____	A	BEER, ON SALE ONLY
____	B	BEER, OFF SALE ONLY
X	C	BEER, WINE, DISTILLED SPIRTS, ON AND OFF SALE
____	D	BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY
____	I	BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
____	J	LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
____	AB	BEER, ON AND OFF SALE
____	AD	BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
____	IB	BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

____ Class K Catering license (requires catering application form 106) $100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31
All other licenses run from May 1 – April 30
Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

____ Individual License (requires insert 1 FORM 104)
____ Partnership License (requires insert 2 FORM 105)
____ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)
X Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)
Commission will call this person with any questions we may have on this application

Name_____ Phone number:_____

Firm Name_____

PREMISES INFORMATION

Trade Name (doing business as) Umami

Street Address #1 1504 Galvin Road S.

Street Address #2

City Bellevue County Sarpy Zip Code 68005

Premises Telephone number 402 991 - 8822

Business e-mail address umamibellevue@gmail.com

Is this location inside the city/village corporate limits: YES _____ NO X

Mailing address (where you want to receive mail from the Commission)

Name Umami food cuisine LLC Attn: Feng Zheng

Street Address #1 2312 South mineral DR

Street Address #2

City papillion State NE Zip Code 68046

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

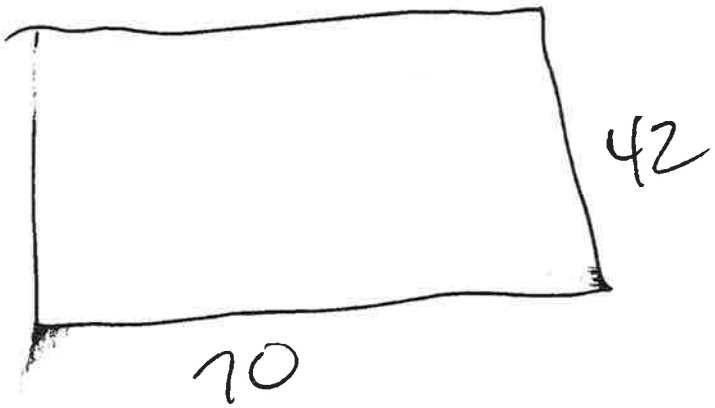
**For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms

Building: length 70 x width 42 in feet

Is there a basement? Yes _____ No X If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes _____ No X If yes, length _____ x width _____ in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET



APPLICANT INFORMATION

1. **READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

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. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

_____YES ___X___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. Are you buying the business of a current retail liquor license?

_____YES ___X___NO

If yes, give name of business and liquor license number_____

a) Submit a copy of the sales agreement
b) Include a list of alcohol being purchased, list the name brand, container size and how many
c) Submit a list of the furniture, fixtures and equipment

3. Was this premise licensed as liquor licensed business within the last two (2) years?

___X___YES _____NO

If yes, give name and license number Umami LLC # 121336

4. Are you filing a temporary operating permit (TOP) to operate during the application process?

_____YES _____NO

If yes:
a) Attach temporary operating permit (TOP) (Form 125)
b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

_____YES ___X___NO

If yes, list the lender(s)_____

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

___X___YES _____NO

If yes, explain. (all involved persons must be disclosed on application)

No silent partners

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

_____YES ___X___NO

If yes, list such item(s) and the owner._____

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

_____YES ___X___NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)
Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

---

9. Is anyone listed on this application a law enforcement officer?

_____YES ___X___NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

---

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.
a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

Well fargo Feng zheng

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

Feng zheng, Nebraska Liquor License #121336.
start new corporate.

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

X Lease: expiration date _____

_____ Deed

_____ Purchase Agreement

14. When do you intend to open for business? November 2020.

15. What will be the main nature of business? Restaurant

16. What are the anticipated hours of operation? 11Am-9:30 pm M-Th. Fr-Sat 11:Am-10pm Sun 11:30 Am-9:30 pm

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM	TO	SPOUSE: CITY & STATE	YEAR FROM	TO
papillion, NE	18	present	papillion, NE	18	present
Omaha, NE	17	18	Omaha NE	17	18
New York, NY	10	17	New York, NY	01	17

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. 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.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

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.*

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Signature of Applicant	**Signature of Spouse**
Feng Zheng **Print Name**	ZHENG SUPING **Print Name**
Signature of Applicant	**Signature of Spouse**
Print Name	**Print Name**

ACKNOWLEDGEMENT

State of Nebraska
County of Sarpy

The foregoing instrument was acknowledged before me this

August 26th, 2020 by Feng Zheng and Suping Zheng

date name of person(s) acknowledged (individual(s) signing)

Notary Public signature

GENERAL NOTARY-State of Nebraska
ANGELO GONZALES
My Comm. Exp. April 14, 2023

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.

APPLICATION FOR LIQUOR LICENSE
LIMITED LIABILITY COMPANY (LLC)
INSERT - FORM 3b

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

Office Use

RECEIVED

AUG 28 2020

NEBRASKA LIQUOR CONTROL COMMISSION

All members including spouse(s), are required to adhere to the following requirements:

1) **All members spouse(s) must be listed**
2) **Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.**
3) **Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)**

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Feng Zheng

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Umami food cuisine LLC

LLC Address: 1504 Galvin RD. S

City: Bellevue State: NE Zip Code: 68005

LLC Phone Number: 402 991-8822 LLC Fax Number 402 991 8010

Name of Managing/Contact Member
Name and information of contact member must be listed on following page

Last Name: Zheng First Name: Feng MI:

Home Address: 2312 S mineral DR. City: papillion

State: NE Zip Code: 68046 Home Phone Number: 917-520-1229

Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska
County of Sarpy

The foregoing instrument was acknowledged before me this

August 26th, 2020 **by** Feng Zheng
Date **name of person acknowledge**

Angelo Gonzales

Affix Seal

GENERAL NOTARY-State of Nebraska
ANGELO GONZALES
My Comm. Exp. April 14, 2023

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Zheng First Name: Feng MI:

Social Security Number [redacted] Date of Birth: [redacted]

Spouse Full Name (indicate N/A if single): Suping Zheng

Spouse Social Security Number [redacted] Date of Birth: [redacted]

Percentage of member ownership 10

Last Name: Lin First Name: Yanliang MI:

Social Security Number: [redacted] of Birth: [redacted]

Spouse Full Name (indicate N/A if single): Xiu Yun Lin

Spouse Social Security Numbe [redacted] of Birth: [redacted]

Percentage of member ownership 10

Last Name: Zheng First Name: Jie MI:

Social Security Number: [redacted] Date of Birth: [redacted]

Spouse Full Name (indicate N/A if single): N/A

Spouse Social Security Number: Date of Birth:

Percentage of member ownership 20

Last Name: First Name: MI:

Social Security Number: Date of Birth:

Spouse Full Name (indicate N/A if single):

Spouse Social Security Number: Date of Birth:

Percentage of member ownership

- List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Last Name:_____ First Name:_____ MI:_____

Social Security Number:_____ Date of Birth:_____

Spouse Full Name (indicate N/A if single):_____

Spouse Social Security Number:_____ Date of Birth:_____

Percentage of member ownership_____

Is the applying Limited Liability Company controlled by another corporation/company?

☐YES ☒NO

If yes, provide the following:

1) Name of corporation _____
2) Supply an organizational chart of the controlling corporation named above
3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: Jan Ending Date: Dec

Is this a Non Profit Corporation?

☐YES ☒NO

If yes, provide the Federal ID #._____

In compliance with the ADA, this corporation insert form 3a is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

NE Sec of State - Robert B. Evnen
Filing Document #: 9000554812 Pages: 1
Corporation Name: UMAMI FOOD CUISINE LLC
Filing Date and Time: 08/19/2020 03:56 PM

LIMITED LABILITY COMPANY

CERTIFICATE OF ORGANIZATION

First: The name of the limited liability company is **UMAMI FOOD CUISINE LLC.**

Second: The initial designated office address of the company in the state of **NABRASKA** is **1504 GALVIN RD, S. BELLEVUE, NE 68005**. The name of its registered agent at such address is **FENG ZHENG.**

Third: (Use this paragraph only if the company is to have a specific effective date of dissolution.) The latest date on which the limited liability company is to dissolve is **NA .**

Fourth: The company shall be managed by (choose one:) _____ Manager(s) or 3 Members. The names and addresses of manager(s) or members are as follows:

FENG ZHENG	2312 S. MINERAL DR. PAPILLION, NE 68046
JIE ZHENG	2006 RIDGEVIEW DR. PAPICCION, NE 68046
YAN LIANG LIN	17340 POPPLETON AVENUE, OMAHA NE 68130

Fifth: The members or managers (choose one:) _____ have OR ___X___ have not addressed additional matters. If additional matters are addressed in attached pages, the number of additional pages attached is: ___0___.

Sixth: Certificate of Acceptance of Appointment of Resident Agent:

I, **FENG ZHENG** , Hereby accept appointment as Resident Agent for the above named limited liability company.



Signature of Registered Agent / Organizer

8/18/2020

Date

NE Sec of State - Robert B. Evnen
Filing Document #: 9000554812 Pages: 1
Corporation Name: UMAMI FOOD CUISINE LLC
Filing Date and Time: 08/19/2020 03:56 PM

LIMITED LABILITY COMPANY

CERTIFICATE OF ORGANIZATION

First: The name of the limited liability company is **UMAMI FOOD CUISINE LLC.**

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Fifth: The members or managers (choose one:) _____ have OR __X__ have not addressed additional matters. If additional matters are addressed in attached pages, the number of additional pages attached is: __0__.

Sixth: Certificate of Acceptance of Appointment of Resident Agent:

I, **FENG ZHENG** , Hereby accept appointment as Resident Agent for the above named limited liability company.



Signature of Registered Agent / Organizer

8/18/2020

Date

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

Office Use

RECEIVED

2 8 2020

NEBRASKA LIQUOR CONTROL COMMISSION

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: Umami food Cuisine LLC

Premise information

Liquor License Number: _____ Class Type C (if new application leave blank)

Premise Trade Name/DBA: Umami

Premise Street Address: 1504 Galvin RD. S

City: Bellevue County: Sarpy Zip Code: 68005

Premise Phone Number: 402 991-8822

Premise Email address: umamibellevue@gmail.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: Zheng First Name: Feng MI:

Home Address: 2312 S. mineral DR

City: papillion County: Sarpy Zip Code: 68046

Home Phone Number: 917-520-1229

Driver's License Number & State: [redacted] E

Social Security Number: [redacted]

Date Of Birth: [redacted] Place Of Birth: China

Email address: umamibellevue@gmail.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: Zheng First Name: Suping MI:

Social Security Number: [redacted]

Driver's License Number & State: [redacted] NE

Date Of Birth: [redacted] Place Of Birth: China

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
papillion, NE	18	present	papillion NE	18	present
omaha. NE	17	18	omaha NE	17	18
new York, NY	10	17	New York, NY	01	17

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	YEAR TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2017	present	umami	Jay Zheng	4029918822
2013	2017	Sushi Nakazawa	Vito	2129242212

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):
umami LLC

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)

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

☒YES ☐NO

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 of Manager Applicant **Signature of Spouse**

ACKNOWLEDGEMENT

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

August 26th, 2020 by Feng Zheng and Su Ping Zheng
date NAME OF PERSON BEING ACKNOWLEDGED

Notary Public signature

Affix Seal

GENERAL NOTARY-State of Nebraska
ANGELO GONZALES
My Comm. Exp. April 14, 2023

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

RECEIVED
AUG 28 2020
NEB
CO

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 the* 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.*

****Please Submit this form with your completed application to the Liquor Control Commission****

Trade Name Umami

Name of Person Being Fingerprinted: Feng Zheng

Date of Birth [redacted] Last 4 SSN: [redacted]

Date fingerprints were taken: 8/26/2020

Location where fingerprints were taken: NSP 3800 NW 12th st, Lincoln, NE 68521

How was payment made to NSP?

☒NSP PAYPORT ☐CASH ☐CHECK SENT TO NSP CK # _____

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

RECEIVED
AUG 28 2020
NEBRASKA LIQUOR
CONTROL COMMISSION

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

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

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Date of Bi[redacted] Last 4 SSN: [redacted]

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

10b.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: Susan Kluthe, City Clerk			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☑	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Recommend approval of a Special Designated Liquor License for Paul Klabunde dba "Century Lounge"

SYNPOSIS/BACKGROUND:

Paul Klabunde dba "Century Lounge" would like to be able to sell beer, wine, and distilled spirits for a Halloween Party on October 31, 2020 from 12:00 p.m. to 12:00 a.m. and November 1, 2020 from 12:01 a.m. to 2:00 a.m. at 2109 Franklin Street, Bellevue. SDL applications are turned in directly to the City Clerk's Office. Application is reviewed by the Police, submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for issuance (if there are no issues).

FISCAL IMPACT: $40.00 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 NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Recommend approval of Special Designated Liquor License for Paul R. Klabunde dba "Century Lounge" to sell beer, wine, and distilled spirits at a Halloween Party, to be held at Century Lounge, 2109 Franklin Street, Bellevue, on October 31st from 12:00 p.m. to 12:00 a.m. and November 1st from 12:01 a.m. to 2:00 a.m.

ATTACHMENTS:

1.	Application	2.	Police Report	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

Special Designated License
Local Recommendation (Form 200)
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

Paul R. Klabunde
Retail Liquor License Name or *Non-Profit Organization (*Must include Form #201 as Page 2)

2109 Franklin St Bellevue, NE 68005
Retail Liquor License Address or Non-Profit Business Address

C013859 013859
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 10-31-20 11-1-20 _____ _____ _____ _____

Event Start Time(s): 12:00pm 12:01am _____ _____ _____ _____

Event End Time(s): 12:00am 2:00am _____ _____ _____ _____

Alternate Date: 11/7/2020

Alternate Location Building & Address: N/A

Event Building Name: Century Lounge

Event Street Address/City: Bellevue, NE 68005

Indoor area to be licensed in length & width: ____ X ____

Outdoor area to be licensed in length & width: 42 X 50 **(Diagram Form #109 must be attached)**

Type of Event: Halloween party **Estimate # of attendees:** 100+

Type of alcohol to be served: **Beer** X **Wine** X **Distilled Spirits** X
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Jennifer Filley **Event Contact Phone Number:** 402-291-4266

Event Contact Email: century2109@cox.net

x Monica A. Minge ***Signature Authorized Representative:** **Printed Name** Monica A. Minge

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

***Retail licensee – Must be signed by a member listed on permanent license**
***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

The local governing body for the City/Village of Bellevue **OR County of** — **approves the issuance of a Special Designated License as requested above. (Only one should be written above)**

Sheila Kluthe
Local Governing Body Authorized Signature

10-6-20
Date

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Bouncer

- **IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED**
- **MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET**
- **DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION**
- **RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA**

DIAGRAM OF PROPOSED AREA: See Attached


Alley Way
42ft
Requested Area
50ft
Parking Lot
Bellevue Tire
Midwest Equipment
Century Lounge
2109 Franklin Street

APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 10-6-2020 Due to City Clerk: 9-30-2020

APPLICANT: Paul R. Klabunde dba "Century Lounge"

LOCATION/ADDRESS: 2109 Franklin Street, Bellevue 68005

REQUESTED ACTION: Request for a Special Designated Liquor License to sell beer, wine, and distilled spirits for a Halloween Party on October 31st from 12:00 p.m. to 12:00 a.m. and November 1st from 12:01 a.m. to 2:00 a.m. at Century Lounge, Bellevue 68005

COMMENTS: I confirmed there will not be any outdoor music.
Also spoke to Midwest Equip & they have no opposition to this event or plan.

Approved 9-25-20
Capt DA Stutheit

11a.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 9.1.2020	SUBMITTED BY:	Legal	City Clerk		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Ordinance No. 4006: An ordinance to amend or revise certain ordinances which have been affected by or generated by legislative changes and to add or change legislative citations.

SYNPOSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's ordinances. During review, there were several sections that needed revised due to legislative changes wherein citations needed changed, removed, or updated. Pursuant to Neb. Rev. Stat. 16-404(3)(b) since the Ordinance 4006 is used solely to revise ordinances or code sections in order to adopt statutory changes made by the legislative change, these revisions may be contained in one ordinance to made those changes.

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:	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:

Approve Ordinance No. 4006 to allow for statutory changes and revisions to be incorporated into several sections of the City Code.

ATTACHMENTS:

1.	Ordinance 4006	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A Bry Bolton

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 4006

AN ORDINANCE TO AMEND OR REVISE CERTAIN ORDINANCES AS FURTHER DETAILED HEREIN WHICH HAVE BEEN AFFECTED BY OR GENERATED BY LEGISLATIVE CHANGES AND TO ADD OR CHANGE LEGISLATIVE CITATIONS, TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That the following sections of the Bellevue Municipal Code are hereby amended due to legislative changes to read as follows:

Sec. 2-187 RETENTION, DISPOSITION OF RECORDS.

The city clerk shall keep and carefully preserve all papers and books which may come into his or her possession as clerk, filing and arranging them in a manner convenient for reference. After the period of time specified by the state records board pursuant to the Records Management Act, Neb. RS §§84-1201 to 84-1220, the clerk may transfer the journal of council proceedings to the state archives of the Nebraska State Historical Society for permanent preservation.

Sec. 2-221 ADOPTION OF PROVISIONS.

There is hereby adopted by the City of Bellevue the Civil Service Act, being Neb. RS §§19-1825 to 19-1848 ~~pursuant to the statutes of the State of Nebraska~~. Such Civil Service Act shall be in words and terms as contained in this article.

Sec. 4-31.1 SAME – CRITERIA FOR APPROVAL OR DENIAL OF APPLICATIONS.

In addition to the absolute prohibition contained in the Liquor Control Act against the granting of licenses to sell alcoholic liquor under certain conditions specified therein, the city council shall consider the following criteria when determining whether or not to recommend approval or denial of an application for a retail alcoholic liquor license, for the upgrading of a license to sell alcoholic liquor, or for the expansion or change in location of the premises:

(a) Whether the applicant is fit, willing, and able to properly provide the service proposed in conformance with all provisions, requirements, needs, and regulations provided for in the Nebraska Liquor Control Act.

(b) Information contained in the public records of the Nebraska Liquor Control Commission and/or investigations conducted by the police department relating to the applicant(s).

(c) Whether the applicant can ensure that all alcoholic beverages, including beer and wine, will be handled by persons in accordance with Neb. RS §53-168.06 ~~Nebraska Revised Statutes section 53-102~~ of the Nebraska Liquor Control Act.

(d) Whether the applicant has demonstrated that the type of management and control exercised over the licensed premises will be sufficient to ensure that the licensee can conform to all the provisions, requirements, rules, and regulations provided for in the Nebraska Liquor Control Act and this article.

(e) Whether the applicant has taken reasonable precautions to protect against the possibility of shoplifting of alcoholic beverages.

(f) Past instances of discrimination involving the applicant(s) as evidenced by findings of fact before any administrative board or agency of the municipality or any other governmental board or agency or any other governmental unit or court of law.

(g) Past compliance with state laws and liquor regulations and municipal ordinances and regulations.

(h) Whether the applicant or its representatives have suppressed any facts or provided any nonfactual information to the governing body or its employees or designated agents in regard to the license application or liquor investigations. The applicant is required to cooperate in providing a full disclosure to the investigating agents of the municipality.

(i) Proximity of and impact on schools, hospitals, libraries, and public institutions or facilities.

(j) Whether the type of entertainment to be offered, if any, will be appropriate and nondisruptive to the neighborhood where the premises are located and to the community at large.

(k) Whether or not applicant has ever forfeited bond to appear in court to answer charges of having committed a felony, or charges of having violated any law or ordinance enacted in the interest of good morals and decency, or has been convicted of violating or forfeiting bond to appear in court and answer charges for violating any law or ordinance relating to alcoholic liquors.

(l) Whether or not the proposed premises conforms to all building regulations and all fire regulations imposed by the Municipal Code of the City of Bellevue.

(m) Whether the residence requirements of Nebraska Revised Statutes section 53-125 are met.

(n) The adequacy of existing law enforcement resources and services in the area.

(o) The recommendation of the police department or any other law enforcement agency.

(p) Existing motor vehicle and pedestrian traffic flow in the vicinity of the proposed licensed premises, potential traffic and parking problems, and the proximity and availability of on-street and off-street parking.

(q) Zoning restrictions and the municipality's zoning and land-use policies.

(r) Sanitation or sanitary conditions on or about the proposed licensed premises.

(s) The existence of a citizens' protest and any other evidence in support of or in opposition to the application.

(t) The existing population, and projected growth, both city-wide and within the area to be served.

(u) The existing liquor licenses, the class of such license, and the location of such licenses.

(v) The nature and needs of the neighborhood or community where the proposed premises are located as well as its projected growth.

(w) Whether the type of business or activity proposed to be operated in conjunction with the proposed license is and will be consistent with the public interest.

(x) Other information and data that may reasonably be considered pertinent to the issuance of the license.

Sec. 7-6 SINGLE FILE

Any person who rides a bicycle upon a roadway shall not ride more than single file except on paths or parts of roadways set aside for the exclusive use of bicycles.

Statutory reference:
Similar provisions, see Neb. RS 1943, §60-6, 317~~(2)~~(3).

Sec. 9-2 ELECTION DATE

The city shall hold its municipal election for the year 1976 and all succeeding municipal elections thereafter on the same date as the statewide general election for the state.

Statutory reference:
Similar provisions, see Neb. RS 1943, §~~32-304~~ 32-403.

Sec. 11-42 EXEMPTION FROM TAX LEVY.

This occupation tax shall not be levied upon any metropolitan utilities district distributing or selling gas within the city limits, which district is presently paying a sum pursuant to Neb. RS ~~§14-1042 (1943)~~ §14-2139.

Sec. 12-57 DEFINITIONS

A. For the purposes of this article, the words ~~***PERMISSIBLE FIREWORKS***~~ ***CONSUMER FIREWORKS*** shall mean only sparklers, Vesuvius fountains, spray fountains, torches, color fire cones, star and comet-type color aerial shells without explosive charge for the purpose of making noise, lady fingers, not to exceed seven-eights (7/8) of an inch in length or one-eighth (1/8) inch in diameter, total pyrotechnic composition not to exceed one-half (1/2) grain each in weight, color wheels and any other fireworks approved under the provisions of Neb. RS ~~§28-1247 (1943)~~ §28-1241(6)(a).

B. The term ***FLYING LANTERNS*** shall mean any device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float

in the air. ***FLYING LANTERNS*** shall not include hot-air balloons used for transporting persons.

Sec. 18-18 PEDESTRIANS CROSSING BARRIERS AT RAILROAD GRADE CROSSING OR BRIDGE.

No pedestrian shall pass through, around, over or under any crossing gate or barrier at a railroad grade crossing or bridge while such gate or barrier is closed or is being opened or closed.

Statutory reference:
Similar provisions, see Neb. RS 1943, §~~39-641 et seq.~~ 60-6,152

Sec. 18-19 HORSES ON SIDEWALKS

No person shall ride or permit to pass any horse or any vehicle drawn thereby over, upon or across any sidewalk, sidewalk space or public park or plot on or along any public street within the city.

Statutory reference:
Similar provisions, see Neb. RS 1943, §~~39-676~~ 60-6,178.

Sec. 18-33 APPLICABILITY OF PLACEMENT AND LEGIBILITY OF SIGNS IN RELATION TO ENFORCEMENT OF ARTICLE.

No provisions of this article for which signs are required shall be enforced against an alleged violator, if at the time and place of the alleged violation, an official sign is not in proper position and sufficiently legible to be seen by an ordinarily observant person. Whenever a particular section does not state that signs are required, such section shall be effective even though no signs are erected or in place.

Statutory reference:
Similar provisions, see Neb. RS 1943, §~~39-609~~ 60-6,119.

Sec. 18-75 LIGHTS ON PARKED VEHICLES.

A. Whenever a vehicle is lawfully parked at nighttime upon any street within a business or residence district, no lights need be displayed upon such parked vehicle.

B. Whenever a vehicle is parked upon a street or highway outside of a business or residence district during the hours between one-half hour after sunset and one-half hour before sunrise, such vehicle shall be equipped with one or more lamps which exhibit a white light on the roadway side visible from a distance of 500 feet to the front of the vehicle and a red light visible from a distance of 500 feet to the rear.

Statutory reference:
Similar provisions, see Neb. RS 1943, ~~§ 39-670.01~~ §60-6,219 and §60-6,220

Sec. 18-86 NO PARKING ZONES AND LIMITED PARKING ZONES

The police department of the city shall have sole jurisdiction of establishing "No Parking" zones and limited parking zones of whatever duration deemed appropriate and of placing "No Parking" signs and the proper time limit sign in the established zones. No person shall disregard any such public notices or interfere with any restricted authority; provided, that it shall not be a violation of this section for a United States Post Office vehicle, while in official use, to be temporarily stopped in a "No Parking" zone for the purpose of parcel delivery, special delivery or mail relay.

Statutory reference:
Similar provisions, see Neb. RS 1943, ~~§39-673, 39-697~~ §60-6, 167 and §60-6,182

Sec. 18-87 PARKING IN MANNER OBSTRUCTING DRIVEWAYS, ALLEYS, ETC.

A. Except when necessary to avoid conflict with other traffic, or in compliance with law or the directions of a law enforcement officer or traffic control device, no person shall stop, stand or park any vehicle, whether the vehicle is attended or not, on any street or highway or roadway within the city;

1. In any manner that would interfere with ingress or egress of any private driveway or public driveway or established alley.
2. Within two feet either side of the opening of a private driveway, public driveway or established alley.
3. Within 15 feet of any fire hydrant.
4. Within 30 feet of any flashing signal, stop sign, yield sign or other traffic control device located at the side of a street, highway or roadway.
5. Within 20 feet of either side of a crosswalk at an intersection.
6. On the roadway side of any vehicle stopped or parked at the edge or curb of a street, highway or roadway.
7. On a sidewalk.
8. Within 20 feet of the driveway entrance to any fire station and on the side of the street, highway or roadway opposite the entrance to any fire station within 75 feet of such entrance when properly signposted.
9. Along any curb line pained red or yellow.
10. Within 30 feet of points on the curb immediately opposite the closet end of a safety zone.
11. Within any intersection of a street, highway, or roadway or sidewalk area to in any manner interfere with the use thereof by the public.

B. Any vehicle stopped or parked or standing upon a two-way street, highway or roadway shall stand or be stopped or parked with the right-hand wheels parallel to and within 12 inches of the right-hand curb.

C. The restrictions in this section shall not apply to city and welfare departments engaged in the interest of public safety and emergency.

Statutory reference:
Similar provisions, see Neb. RS 1943~~, §39-672~~ §60-6, 166

Sec. 26-51 FINDINGS AND DETERMINATIONS.

The City Council of the City of Bellevue, Nebraska (the "City"), hereby finds and determines as follows:

A. Pursuant to Neb. RS §§13-3201 to 13-3211, inclusive, the "Property Assessment Clean Energy Act" (the "Act"), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska's citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

B. Financing energy projects to further these goals is a valid public purpose and can be accomplished through Property Assessed Clean Energy ("PACE") financing, which is used to overcome private capital and equity, not public debt.

C. Pursuant to the Act and Neb. RS §13-3204, the City of Bellevue is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in such municipality. The City may enter into an agreement pursuant to the Interlocal Cooperation Act, Neb. RS §§13-801 et seq., for the creation, administration or creation and administration of clean energy assessment districts, pursuant to Neb. RS ~~§18-3210~~ §13-3210. The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to the Act, as amended.

Sec. 27.5-21 ILLICIT DISCHARGES PROHIBITED.

A. No person shall cause or permit the discharge of non-stormwater runoff to directly or indirectly enter the municipal separate storm sewer system unless the discharge is:

1. Authorized by a NPDES permit issued by EPA or NDEQ.
2. Caused by, or resulting from:
    a) Fire fighting activities, where such discharges or flows contain no significant sources of pollutants.
    b) Diverted stream flows.
    c) Rising groundwaters.

d) Uncontaminated groundwater infiltration, as defined at 40 CFR 35.2005(b)(20).

e) Uncontaminated pumped groundwater.

f) Discharges from potable water sources.

g) Foundation drains.

h) Air conditional condensation.

i) Irrigation water.

j) Springs.

k) Water from crawl space pumps.

l) Footing drains.

m) Lawn watering.

n) Individual residential car washing.

o) Flows from riparian habitats and wetlands.

p) Dechlorinated swimming pool discharges.

q) Street washwater.

r) Specifically authorized by the city.

B. Notwithstanding that such discharges may be permitted under 27.5-21(1), such discharges are allowable only if otherwise in conformance with all applicable provisions of this chapter and this Code.

Section 2. That the above sections of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety and amended as outlined above.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as provided by law.

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

ATTEST:

_____
Mayor

_____
City Clerk

First Reading 09/01/2020
Second Reading 09/15/2020
Third Reading 10/06/2020

APPROVED AS TO FORM:

_____
City Attorney

12a.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/15/2020	SUBMITTED BY: Legal				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Ordinance No. 4007: An ordinance to amend Sections 6-117 of the Bellevue Municipal Code pertaining to the Regulation of Bees Violations - Revocations.

SYNPOSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's codes. During review, there were several sections that needed amended or repealed due to legislative and/or statutory changes more specifically Section 6-117 of the Bellevue Municipal Code pertaining to the Regulation of Bees Violations - Revocations.

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 DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve Ordinance No. 4007 to amend Section 6-117 of the Bellevue Municipal Code pertaining to the Regulation of Bees Violations - Revocations.

ATTACHMENTS:

1. Ordinance - Redlined	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brett Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 4007

AN ORDINANCE TO AMEND SECTION 6-117 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO SAME – VIOLATIONS; REVOCATION, TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 6-117 of the Bellevue Municipal Code is hereby amended to read as follows:

Section 6-117 SAME – VIOLATIONS; REVOCATION

In addition to such other sanctions as may be imposed by law, violation of this section shall be cause for the revocation of any permit issued for beekeeping. Upon complaint of any owner or resident of any property abutting the parcel on which bees are kept, the Department of Permits and Inspections shall require an inspection of the parcel for which the application had been made. If the inspection discloses violation of any provisions hereof, the Department of Permits and Inspections shall cause a notice to be issued to correct the condition in the manner set out in this section. Such notice shall be in writing and shall set forth the violation, and that such violation shall be corrected within seven days, or the permit shall summarily be revoked. Service of such notice shall be by certified mail or personal delivery.

(1) No hive shall be maintained on any parcel where any public outdoor recreational area or public park lies within 100 feet of the exterior boundaries of the parcel.

(2) Bees shall be kept in such a manner so as not to create a nuisance or threat to health or otherwise interfere with the enjoyment of the property of adjacent owners or residents. The following conditions shall exist as a precondition to the issuance of any permit:

   a. A source of fresh water shall be maintained for bees at all times near the hives and on the parcel on which bees are to be kept.

   b. Including the applicant's own hives, no more than three hives or boxes containing three hives shall be kept on any lot zoned RS120, RS84, RS72, RD60, RG50, RG20, or RG8. In the event that the holder of the permit keeps bees on any parcel in excess of one acre in area, no more than four hives or boxes of four hives shall be maintained per one-quarter (1/4) acre.

   c. No hive shall be maintained within 25 feet of any dwelling or building, except that of the applicant, or any street, road or public right-of-way.

   d. No hive shall be maintained within 25 feet of the exterior boundary of any abutting property, unless there is present a barrier of sufficient height to deflect the flight of bees to a height of not less than six feet between the exterior boundaries of the parcel on which the bees are being maintained and the abutting property. This provision may be waived in writing by the resident of any abutting property.

e. The applicant shall be registered with the State of Nebraska – Department of Agriculture pursuant to section ~~81-2, 177.01~~ 81-2,173, R.R.S. Nebraska, 1943.

f. The foregoing conditions shall be continuously maintained by the holder of any permit issued pursuant to this article.

Section 2. That Section 6-117 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as provided by law.

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

ATTEST:

_____
Mayor

_____
City Clerk

First Reading 09/15/2020
Second Reading 10/06/2020
Third Reading _____

APPROVED AS TO FORM:

_____
City Attorney

12b.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/15/2020	SUBMITTED BY: Legal				
AGENDA ITEM:	CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Ordinance No. 4008: An ordinance to amend Sections 9-17 & 9-18 of the Bellevue Municipal Code pertaining to Elections.

SYNPOSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's codes. During review, there were several sections that needed amended or repealed due to legislative and/or statutory changes more specifically Sections 9-17 & 9-18 of the Bellevue Municipal Code pertaining to Proceedings for Elections & Notice of Election.

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 DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve Ordinance No. 4008 to amend Sections 9-17 and 9-18 of the Bellevue Municipal Code pertaining to Proceedings for Election & Notice of Election.

ATTACHMENTS:

1.	Ordinance - Redlined	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 4008

AN ORDINANCE TO AMEND SECTIONS 9-17 to 9-18 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO PROCEEDINGS FOR ELECTION AND NOTICE OF ELECTION, REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 9-17 & Section 9-18 of the Bellevue Municipal Code is hereby amended to read as follows:

Section 9-17 PROCEEDINGS FOR ELECTION

The proceedings for the primary election shall be in the same form as ~~the proceedings for the general municipal election contained in sections 19-3001 to 19-3051, Reissue Revised Statutes of Nebraska, 1943~~ provided in Neb. Rev. Stat. §§ 32-401 to 32-402.

Section 9-18 NOTICE OF ELECTION

Notice of the primary elections shall be given in the manner and time provided in ~~Neb. RS § 19-3005 (1943)~~ Neb. Rev. Stat. § 32-802.

Section 2. That Section 9-17 & Section 9-18 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as provided by law.

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

ATTEST:

_____
Mayor

_____
City Clerk

First Reading 09/15/2020
Second Reading 10/06/2020
Third Reading _____

APPROVED AS TO FORM:

_____
City Attorney

12c.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 09/15/2020	SUBMITTED BY: Legal				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Ordinance No. 4009: An ordinance to amend Sections 15-194 of the Bellevue Municipal Code pertaining to Unlawful Acts - Sale or Rental.

SYNPOSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's codes. During review, there were several sections that needed amended or repealed due to legislative and/or statutory changes more specifically Section 15-194 of the Bellevue Municipal Code pertaining to Housing and the Unlawful Acts - Sales or Rentals.

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 DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve Ordinance No. 4009 to amend Section 15-194 of the Bellevue Municipal Code pertaining to the Unlawful Acts - Sale or Rental.

ATTACHMENTS:

1.	Ordinance - Redlined	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bael Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 4009

AN ORDINANCE TO AMEND SECTION 15-194 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO UNLAWFUL ACTS – SALE OR RENTAL, REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 15-194 of the Bellevue Municipal Code is hereby amended to read as follows:

Section 15-194 UNLAWFUL ACTS—SALE OR RENTAL.

Except as exempted by the preceding section of this article, it shall be unlawful for any person to:

(1) Refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, or to refuse to show, or to refuse to receive and transmit an offer for a dwelling to any person because of race, color, religion, ~~or~~ national origin, familial status, disability or sex;

(2) Discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, ~~or~~ national origin, familial status, disability or sex;

(3) Make, print or publish, or cause to be made, printed or published any notice, statement or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, color, religion, ~~or~~ national origin, disability, familial status, or sex or an intention to make any such preference, limitation or discrimination;

(4) Represent to any person because of race, color, religion, ~~or~~ national origin, familial status, disability or sex that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available;

(5) Cause to be made any written or oral inquiry or record concerning the race, color, religion or national origin of a person seeking to purchase, rent or lease any housing;

(6) Include in any transfer, sale, rental or lease of housing any restrictive covenants, or to honor or exercise or attempt to honor or exercise any restrictive covenants pertaining to housing;

(7) Discharge or demote ~~any~~ an employee or agent or discriminate in the compensation of such employee or agent because of such employee's or agent's ~~obedience to~~ compliance with the provisions of this article;

(8) Induce or attempt to induce, for profit, any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person

or persons of a particular race, color, religion, ~~or~~ national origin, familial status, disability or sex.

State Law reference— Similar provisions, R.R.S. 1943, § ~~20-3168~~ 20-318.

Section 2. That Section 15-194 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as provided by law.

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

ATTEST:

_____
Mayor

_____
City Clerk

First Reading 09/15/2020
Second Reading 10/06/2020
Third Reading _____

APPROVED AS TO FORM:

_____
City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12d.
10/06/2020

COUNCIL MEETING DATE: 09/15/2020	SUBMITTED BY: Legal				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Ordinance No. 4010: An ordinance to repeal Section 20-5 of the Bellevue Municipal Code Pertaining to Swearing, Cursing, Ect.

SYNPOSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's codes. During review, there were several sections that needed amended or repealed due to legislative and/or statutory changes more specifically Section 20-5 of the Bellevue Municipal Code pertaining to Offenses - Swearing & Cursing.

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 DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve Ordinance No. 4010 to repeal Section 20-5 of the Bellevue Municipal Code pertaining to Swearing, Cursing, Ect. in its entirety.

ATTACHMENTS:

1.	Ordinance - Redlined	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 4010

AN ORDINANCE TO AMEND SECTION 20-5 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO SWEARING, CURSING, ETC., TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 20-5 of the Bellevue Municipal Code is hereby repealed in its entirety:

~~**Section 20-5 SWEARING, CURSING, ETC.**~~

~~No person shall within the city publicly curse or swear, or upon any street or sidewalk use any profane, obscene, indecent, abusive or offensive language.~~

Section 2. That Section 20-5 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as provided by law.

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

ATTEST:

_____
Mayor

_____
City Clerk

First Reading 09/15/2020
Second Reading 10/06/2020
Third Reading _____

APPROVED AS TO FORM:

_____
City Attorney

12e.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: Tammi Palm, Planning Manager			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Approval of a request to rezone Lot1, Riverview Heights Replat IV being a replat of Lot 1 River Heights Replat II, and Lot 6 Riverview Heights Replat, from RE and RS-120- to RE for the purpose of an existing single family residence. Applicant: Tom and Mary Hansen. Location: 513 Ridge Road.

SYNPOSIS/BACKGROUND:

The applicants are requesting to rezone Lot 1 Riverview Heights Replat IV from RE and RS-120 to RE. The proposed lot meets the minimum requirements for the RE zoning district. This change of zone would allow the applicants to combine Lot 1, Riverview Heights Replat IV, and Lot 6, Riverview Heights Replat to add a handicap accessible addition onto the current residence. The applicants have demolished a home that previously existed on Lot 6, Riverview Heights Replat in order to facilitate this. A small subdivision plat will be on the agenda when this ordinance has second reading.

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 DISTRUBUTION CODE:			ACCOUNT NUMBER:		

RECOMMENDATION:

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

ATTACHMENTS:

1.	Planning Commission Recommendation Sheet	2.	Staff Report	3.	Rezoning Ordinance
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Tom and Mary Hansen

CASE #'s: Z-2007-06, S-2007-12

CITY COUNCIL HEARING DATE: October 6, 2020

REQUEST: to rezone Lot 1, Riverview Heights Replat IV, being a replat of Lot 1 River Heights Replat III, and Lot 6 Riverview Heights Replat, from RE and RS-120 to RE for the purpose of an existing single family residence; and small subdivision plat Lot 1 Riverview Heights Replat IV.

On August 27, 2020, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

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

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2007-06
S-2007-12

FOR HEARING OF:
REPORT #1: August 27, 2020
REPORT #2: October 6, 2020

I. GENERAL INFORMATION

A. APPLICANTS:

Tom and Mary Hansen
513 Ridge Road
Bellevue, NE 68005

B. PROPERTY OWNERS:

Mary K. Hansen Revocable Trust
513 Ridge Road
Bellevue, NE 68005

C. GENERAL LOCATION:

513 Ridge Road

D. LEGAL DESCRIPTION:

Lot 1, Riverview Heights Replat IV, being a replat of Lot 6, Riverview Heights Replat and Lot 1, Riverview Heights Replat III.

E. REQUESTED ACTIONS:

1. Rezone Lot 1 Riverview Heights Replat IV, from RE and RS-120 to RE.

2. Small Subdivision plat Lot 1, Riverview Heights Replat IV.

F. EXISTING ZONING AND LAND USE:

RE and RS-120, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone and small subdivision plat to allow for an addition to the existing home at 513 Ridge Road.

H. SIZE OF SITE:

The site is approximately 1.2 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is developed with a single-family residence built in 1987.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RE, RS-120
2. **East:** Single Family Residential, RS-120
3. **South:** Single Family Residential, RE, RS-120
4. **West:** Single Family Residential, RE

C. REVELANT CASE HISTORY:

1. On August 27, 2020, the Planning Commission recommended approval of a request to rezone Lot 1, Riverview Heights Replat IV, being a replat of Lot 6, Riverview Heights Replat, and Lot 1, Riverview Heights Replat III, from RE and RS-120, to RE for the purpose of existing single family residence; and small subdivision plat Lot 1, Riverview Heights Replat IV.

D. APPLICABLE REGULATIONS:

1. Section 5.07, Zoning Ordinance, regarding RE uses and requirements.

2. Chapter 5, Subdivision Regulations, regarding small subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.

2. The property has access from Ridge Road.

D. UTILITES:

All utilities are available to this property.

E. ANALYSIS:

1. Tom and Mary Hansen have submitted a request to small subdivision plat Lot 1, Riverview Heights Replat IV, for the purpose of an addition to an existing single-family residence.

2. The applicants are also requesting to rezone Lot 1, Riverview Heights Replat IV. Currently, this property has two different zonings: RE, and RS-120. The applicants are requesting RE zoning.

3. This neighborhood is largely zoned RE (Residential Estates). The RE zoning district requires a minimum lot size of one acre.

4. The proposed lot meets the minimum requirements for the RE zoning district.

5. The applicants have demolished a home that was previously existing on Lot 6, Riverview Heights Replat in order to facilitate this request.

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

No comments were received in this case.

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Small Subdivision plat received August 20, 2020
4. Letter from the applicant received August 17, 2020

VII. COPIES OF REPORT TO:

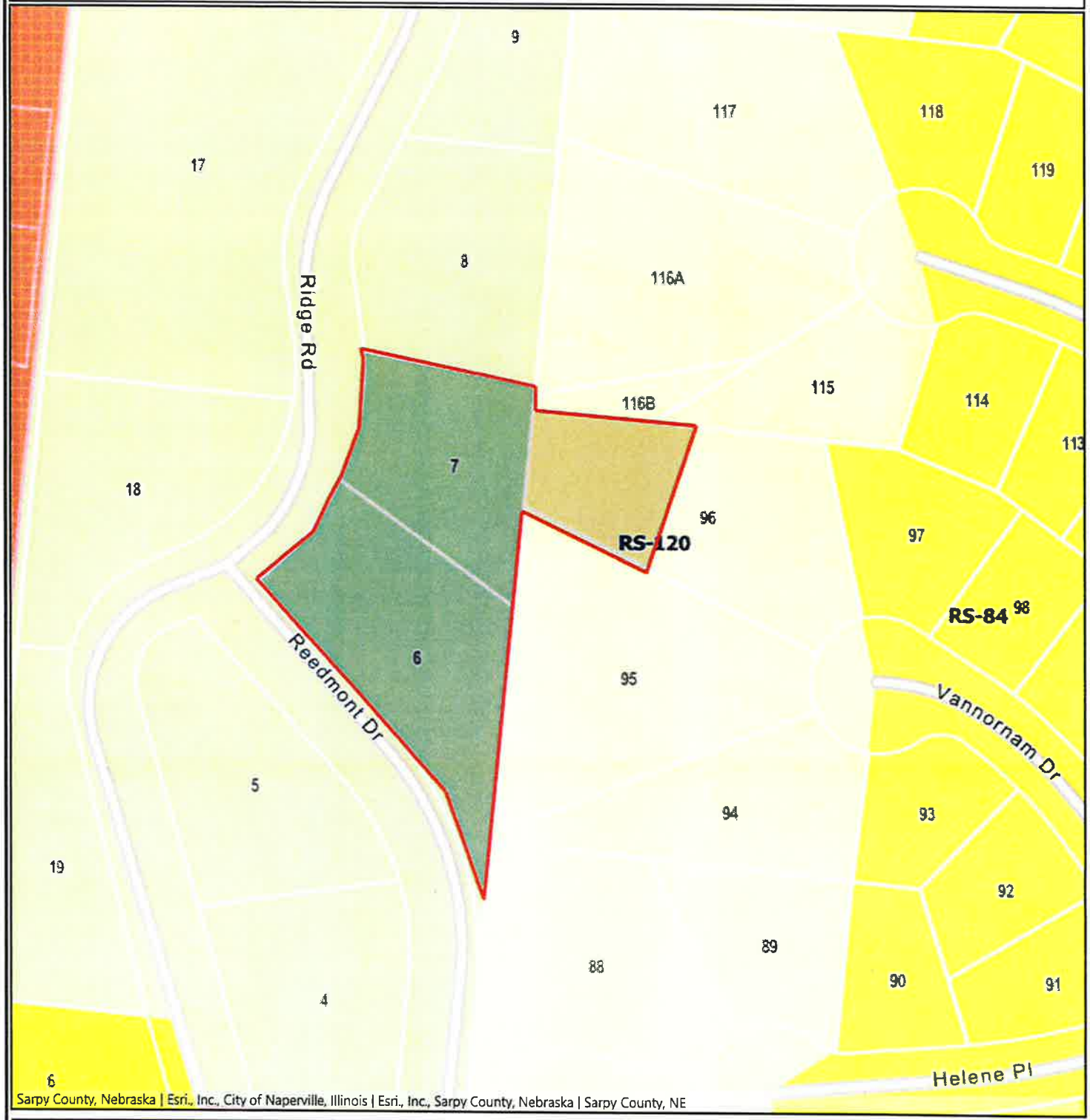
1. Tom and Mary Hansen
2. Doug Hill, Hill-Farrell Associates, Inc.
3. Public Upon Request

Angela M. Perry 9/8/20
Prepared by: Date

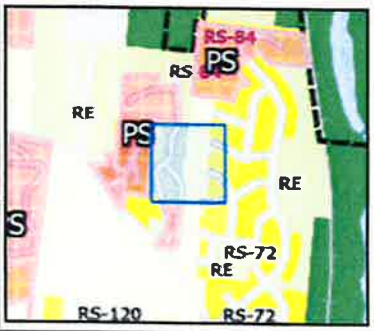
Jamie R Paler 09/08/20
Planning Manager: Date of Report

SARPY COUNTY
NEBRASKA

513 Ridge Road



Notes



0 150 300 ft

Map Scale 1: 1592

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

Tom & Mary Hansen
513 Ridge Road
Bellevue, NE 68005

cc: Angela Curry

Angela,

The reason for the justification of the zoning change at 701 Reedmont Drive is because I (Tom Hansen) am handicapped in a wheelchair and I would like to add onto my current home at 513 Ridge Road, Bellevue, NE 68005. My current home is right next door to 701 Reedmont Drive. We purchased 701 Reedmont Drive so we could put an addition onto 513 Ridge Road to accommodate handicap accessibility with a new garage access, bedroom, bathroom, and an elevator. We had to purchase 701 Reedmont to adjoin 513 Ridge Road to accommodate code compliance on set-backs on the lot layout.

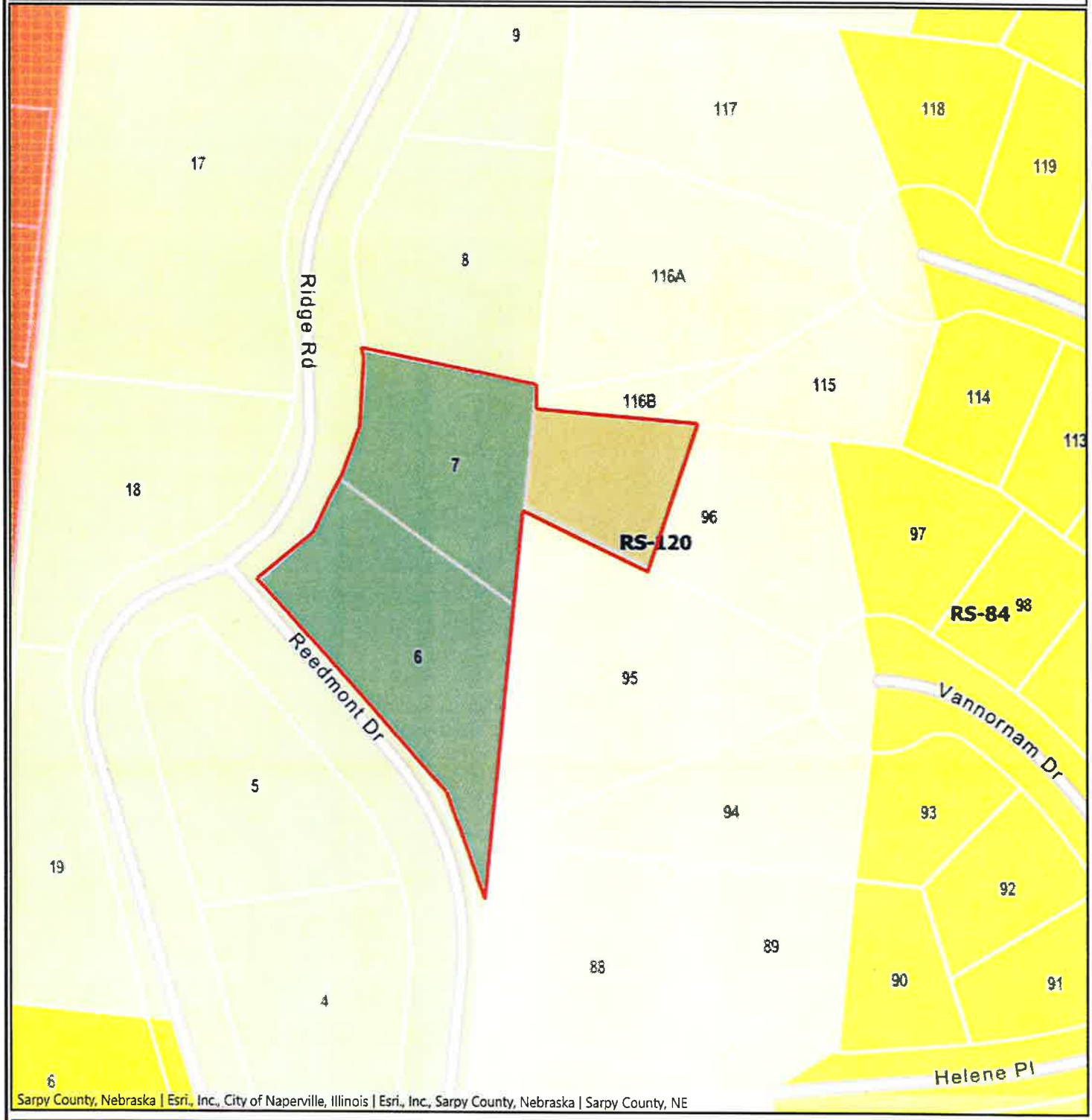
Thank you,

Tom & Mary Hansen

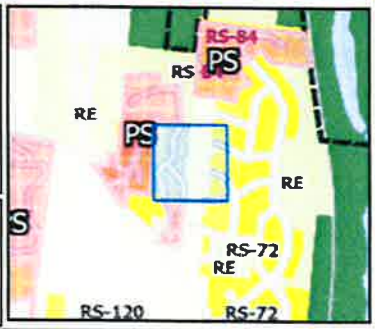
RECEIVED
AUG 17 2020
PLANNING DEPT.

SARPY COUNTY
NEBRASKA

513 Ridge Road



Notes



0 150 300 ft

Map Scale 1: 1592

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SARPY COUNTY
NEBRASKA



Notes



0 150 300 ft

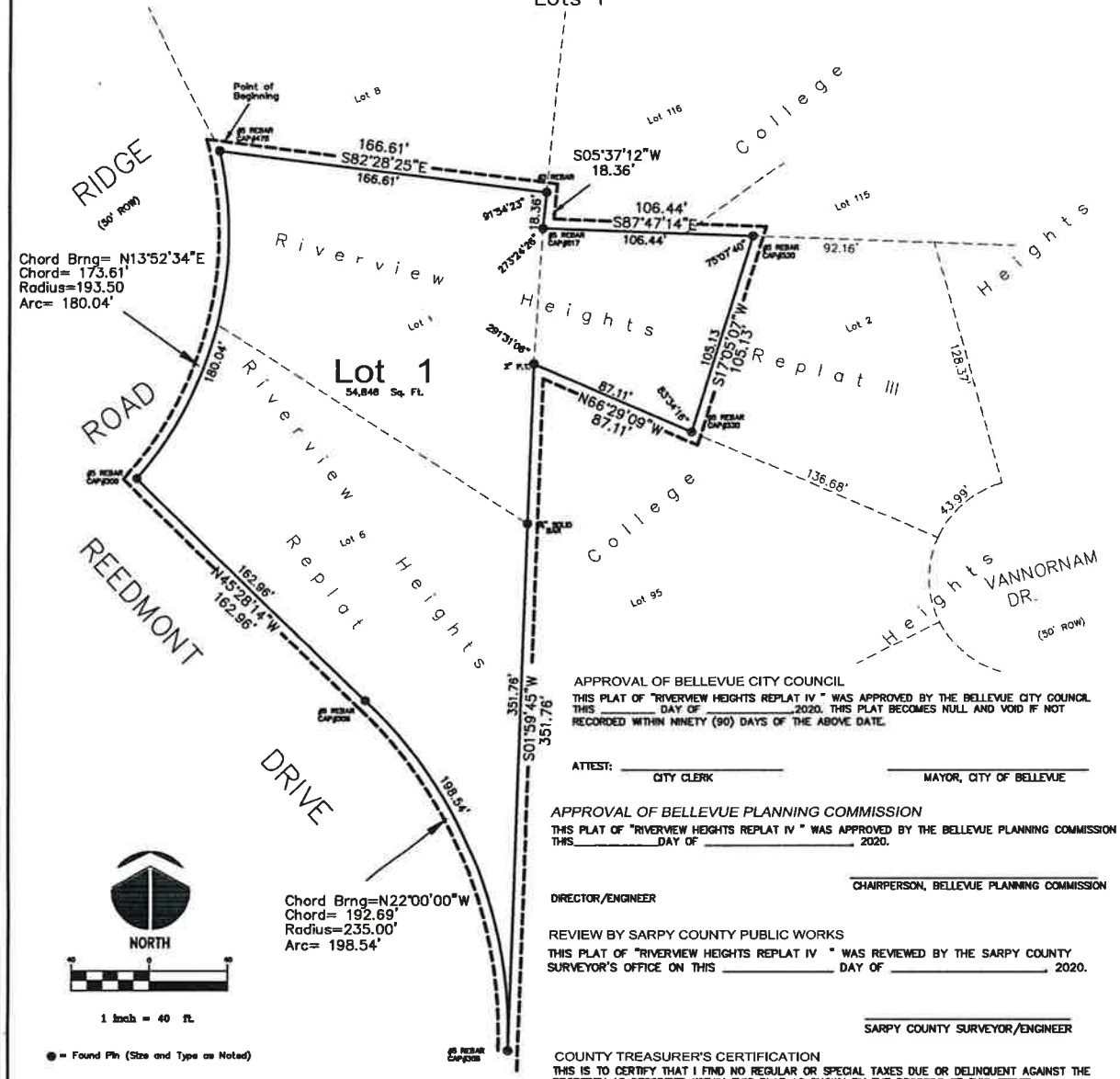
Map Scale 1: 1592

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RIVERVIEW HEIGHTS REPLAT IV

Being a Replat of Lot 6, Riverview Heights Replat and Lot 1, Riverview Heights Replat III, Located in the SE ¼ of Sec. 25, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.

Lots 1



RECEIVED
AUG 20 2020
PLANNING DEPT.

SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED, ALL CORNERS OF ALL LOTS IN " RIVERVIEW HEIGHTS REPLAT IV ", BEING A REPLAT OF LOT 6, RIVERVIEW HEIGHTS REPLAT AND LOT 1, RIVERVIEW HEIGHTS REPLAT III, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, RIVERVIEW HEIGHTS REPLAT III; THENCE S82°28'25"E (ASSUMED BEARING), 166.61 FEET ALONG THE NORTH LINE OF SAID LOT 7, TO THE NORTHERLY CORNER OF SAID LOT 1, RIVERVIEW HEIGHTS REPLAT III; THENCE S05°37'12"W, 18.36 FEET TO THE SOUTHWEST CORNER OF LOT 116, COLLEGE HEIGHTS; THENCE S87°47'14"E, 106.44 FEET TO THE NORTHWEST CORNER OF LOT 2, RIVERVIEW HEIGHTS REPLAT III; THENCE S17°05'07"W, 105.13 FEET TO THE SOUTWEST CORNER OF LOT 2, RIVERVIEW HEIGHTS REPLAT III; THENCE N66°29'09"W, 87.11 FEET TO THE NORTHWEST CORNER OF LOT 95, COLLEGE HEIGHTS; THENCE S01°59'45"W, 351.76 FEET TO THE SOUTHERLY MOST CORNER OF LOT 6, RIVERVIEW HEIGHTS REPLAT; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF N22°00'00"W, 192.69 FEET, RADIUS 235.00 FEET WITH AN ARC DISTANCE OF 198.54 FEET; THENCE N45°28'14"W, 162.96 FEET TO THE SOUTHWEST CORNER OF LOT 6, RIVERVIEW HEIGHTS REPLAT; THENCE NORTHERLY ALONG A CURVE TO THE LEFT HAVING A CHORD BEARING OF N13°52'34"E, 173.61 FEET, RADIUS 193.50 FEET WITH AN ARC DISTANCE OF 180.04 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 54,846 SQUARE FEET OR 1.259 ACRES, MORE OR LESS.

DATE: JULY 16, 2020

RONALD D. HILL NE LS NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE THOMAS E. HANSEN AND MARY K. HANSEN, AND THE MARY K. HANSEN REVOCABLE TRUST, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "RIVERVIEW HEIGHTS REPLAT IV", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO FURTHER GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND QWEST COMMUNICATIONS, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREON, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. NO PERMANENT BUILDINGS, TREES, RETAINING WALLS OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HEREIN GRANTED.

IN WITNESS HEREOF WE DO SET OUR NAMES THIS _____DAY OF _____, 2020.

THOMAS E. HANSEN

MARY K. HANSEN

MARY K. HANSEN REVOCABLE TRUST
BY MARY K. HANSEN

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF "RIVERVIEW HEIGHTS REPLAT IV " WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____,2020. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: _____
CITY CLERK

_____
MAYOR, CITY OF BELLEVUE

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF "RIVERVIEW HEIGHTS REPLAT IV " WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS_____DAY OF _____ 2020.

_____
CHAIRPERSON, BELLEVUE PLANNING COMMISSION

DIRECTOR/ENGINEER

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF "RIVERVIEW HEIGHTS REPLAT IV " WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____, 2020.

_____
SARPY COUNTY SURVEYOR/ENGINEER

COUNTY TREASURER'S CERTIFICATION

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

DATE _____

_____
COUNTY TREASURER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA }
SS COUNTY OF SARPY }

ON THIS _____DAY OF _____, 2020. BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME THOMAS E. HANSEN AND MARY K. HANSEN PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON'S WHOSE NAMES APPEAR ON THE DEDICATION ON THIS PLAT AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO THEIR VOLUNTARY ACT AND DEED. DATE:_____

_____
NOTARY PUBLIC

SURVEYED: RDH/DH
DRAWN: RDH
DATE: 07/15/2020
07/25/2020

RIVERVIEW HEIGHTS REPLAT IV
BELLEVUE, NEBRASKA
SMALL SUBDIVISION

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
Bellevue, NE. 68005 (402)291-6100

PROJECT NO.
Riverview Heights Replat 4

SHEET NO.
1 OF 1

ORDINANCE NO. 4011

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 513 RIDGE ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

> Lot 1, Riverview Heights Replat IV, being a replat of Lot 6, Riverview Heights Replat and Lot 1 Riverview Heights Replat III, located in the Southeast ¼ of Section 25, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.
>
> From RE (Residential Estates District) and RS-120 (Single Family Residential – 12,000 Square Foot Zone) to RE (Residential Estates District).
>
> (Tom and Mary Hansen)

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

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

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

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

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

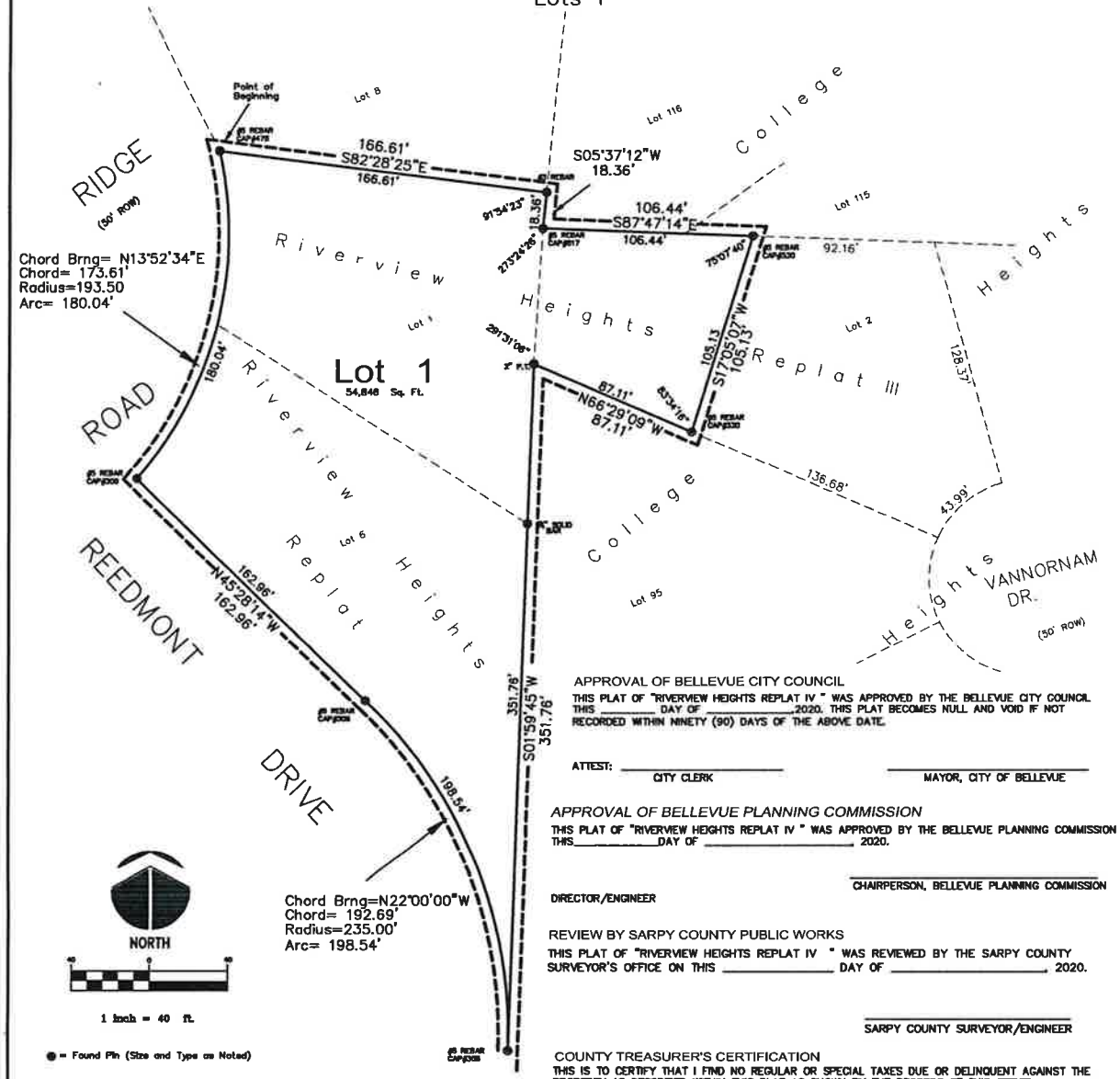
_____ _____
City Clerk Mayor

First Reading: 09/15/2020
Second Reading: 10/06/2020
Third Reading: _____

RIVERVIEW HEIGHTS REPLAT IV

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RONALD D. HILL NE LS NO. 373

DEDICATION

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MARY K. HANSEN REVOCABLE TRUST
BY MARY K. HANSEN

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ATTEST: _____
CITY CLERK

_____
MAYOR, CITY OF BELLEVUE

APPROVAL OF BELLEVUE PLANNING COMMISSION

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_____
CHAIRPERSON, BELLEVUE PLANNING COMMISSION

DIRECTOR/ENGINEER

REVIEW BY SARPY COUNTY PUBLIC WORKS

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SARPY COUNTY SURVEYOR/ENGINEER

COUNTY TREASURER'S CERTIFICATION

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ACKNOWLEDGEMENT OF NOTARY

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_____
NOTARY PUBLIC

SURVEYED: RDH/DH
DRAWN: RDH
DATE: 07/15/2020
07/25/2020

RIVERVIEW HEIGHTS REPLAT IV
BELLEVUE, NEBRASKA
SMALL SUBDIVISION

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
Bellevue, NE. 68005 (402)291-6100

PROJECT NO.
Riverview Heights Replat 4

SHEET NO.
1 OF 1

12f.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: Tammi Palm, Planning Manager			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Approval of a request to rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH for the purpose of further commercial development. Applicant: Deep Well dba Southroads Technology Park. Location: 1001 Fort Crook Road North.

SYNPOSIS/BACKGROUND:

The applicants are requesting this change of zone to allow them to pursue a conditional use permit for the temporary staging of United Parcel Service (UPS) trucks and trailers. The presently developed property consist of commercial office space, Cornerstone Christian School and classroom space for Omaha Public Schools. The proposed zoning will not change the current development on the property and will allow the uses previously mentioned. A Conditional Use Permit will be on the agenda when this ordinance has third reading.

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 DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

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

ATTACHMENTS:

1.	Planning Commission Recommendation Sheet	2.	Staff Report	3.	Rezoning Ordinance
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brett Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Deep Well dba Southroads Technology Park

CASE #: Z-2007-09

CITY COUNCIL HEARING DATE: October 6, 2020

REQUEST: to rezone Lots 1 and 2, Southroads Technology Park, located in the Southwest ¼ of Section 14, T14N, R13E of the 6th P.M., Sarpy County, NE, from BG-PCO to BGH for the purpose of further commercial development

On August 27, 2020 the City of Bellevue Planning Commission voted six yes, one no, two absent and zero abstained:

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

VOTE:

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

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

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2007-09

FOR HEARING OF:
REPORT #1: August 27, 2020
REPORT #2: October 6, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Deep Well dba Southroads Technology Park
Tari Asche
1001 Fort Crook Road North
Bellevue, NE 68005

B. PROPERTY OWNER:

Deep Well dba Southroads Technology Park
Tari Asche
1001 Fort Crook Road North
Bellevue, NE 68005

C. GENERAL LOCATION:

1001 Fort Crook Road North

D. LEGAL DESCRIPTION:

Lots 1 and 2, Southroads Technology Park, all located in the Southwest ¼ of Section 14, T14N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

Rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH.

F. EXISTING ZONING AND LAND USE:

BG-PCO, Commercial

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning which will allow the applicant to pursue a conditional use permit for the temporary staging of United Parcel Service (UPS) trucks and trailers.

H. SIZE OF SITE:

The site is approximately 2.83 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property contains the former Southroads Mall building and also contains a parking lot currently used for overflow parking.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Industrial, Commercial, and Single Family Residential; ML, BGH, and RD-60
2. **East:** Single Family Residential, RS-84 and RS-72
3. **South:** Commercial, Industrial, and Multi Family Residential, BG-PCO, ML, and RG-20-PS
4. **West:** Fort Crook Road right-of-way

C. REVELANT CASE HISTORY:

1. On August 27, 2020, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Southroads Technology Park, from BG-PCO to BGH for the purpose of further commercial development.

D. APPLICABLE REGULATION:

1. Section 5.24, Zoning Ordinance, regarding BGH uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use designation for this property is Flex Space.

B. OTHER PLANS:

The applicant desires to obtain a conditional use permit to allow for the temporary staging of United Parcel Service (UPS) trucks and trailers.

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.

2. The property has access via public drives off Camp Brewster Road, Fort Crook Road, as well as Childs Road.

D. UTILITES:

All utilities are available to this property.

E. ANALYSIS:

1. Tari Asche, on behalf of Deep Well dba Southroads Technology Park, has submitted a request to rezone Lots 1 and 2, Southroads Technology Park, for the purpose of pursuing a conditional use permit to allow for the parking of UPS trucks and trailers.

2. The property is presently developed with the former Southroads Mall building, which consists of commercial/office space, Cornerstone Christian School, and classroom space for Omaha Public Schools.

   The proposed zoning will not change the current development on the property and will allow the uses previously mentioned.

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

   Mike Christensen, Chief Building Official, made comment the adjacent building is currently occupied by two separate schools with Pre-K through 12 and Pre-K through 6, respectively and this type of rezoning would allow for storage and parking of large semi-tractor trailers. He stated both schools have playgrounds fenced in but located in the parking lot; one on the north end and the other on the east side.

   No other comments were received in this case.

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Justification letter from Tari Asche received August 18, 2020

VII. COPIES OF REPORT TO:

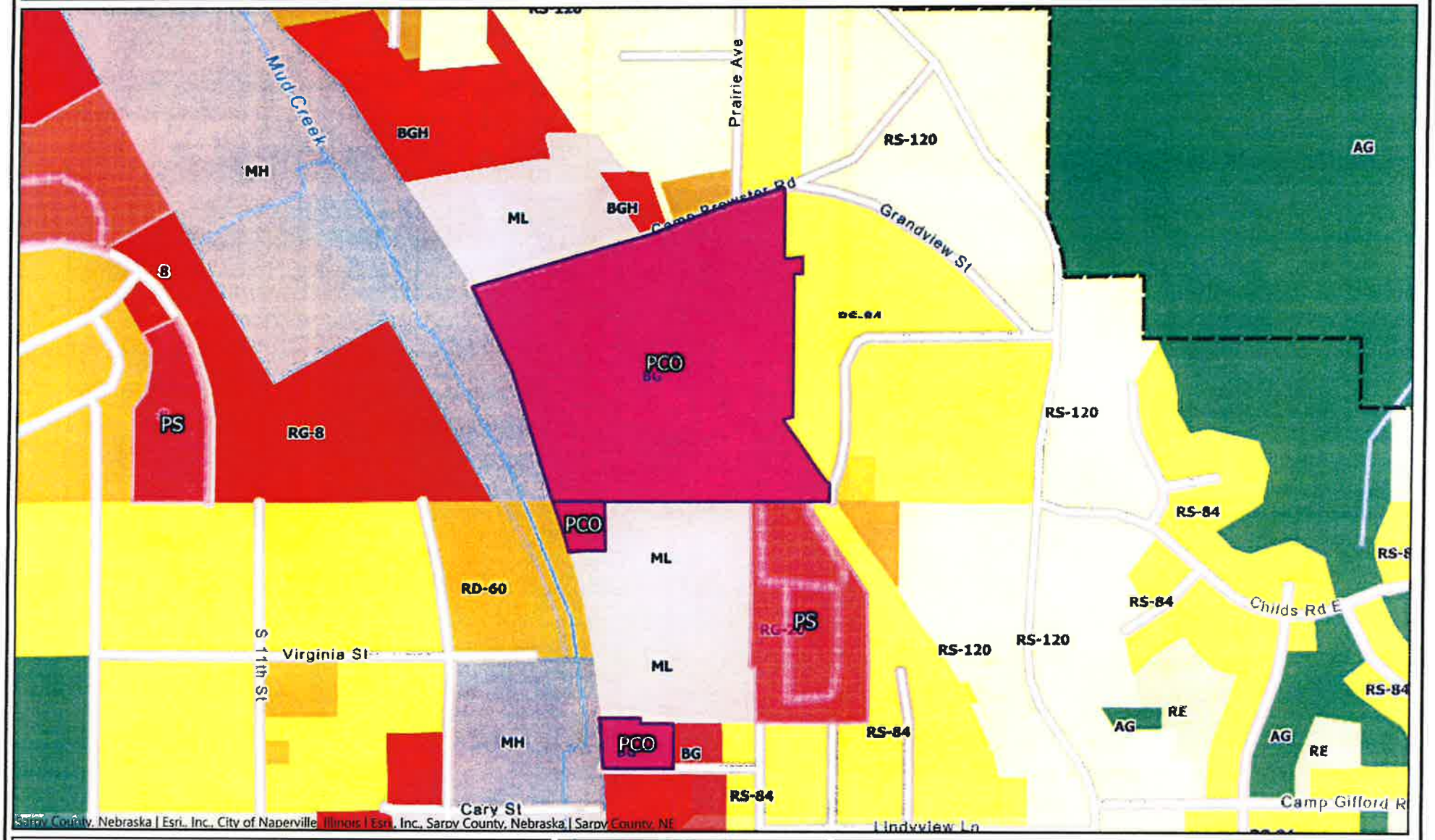
1. Deep Well dba Southroads Technology Park, Attn: Tari Asche
2. Public Upon Request

Angela M. Cuzy 9/8/20
Prepared by: Date

Jamie R Palm 09/08/20
Planning Manager: Date of Report

SARPY COUNTY
NEBRASKA

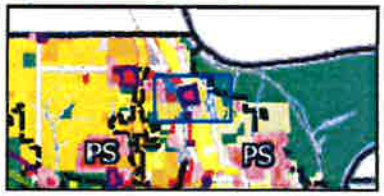
1001 Fort Crook Road N



0 500 1000 ft

Map Scale 1: 9028

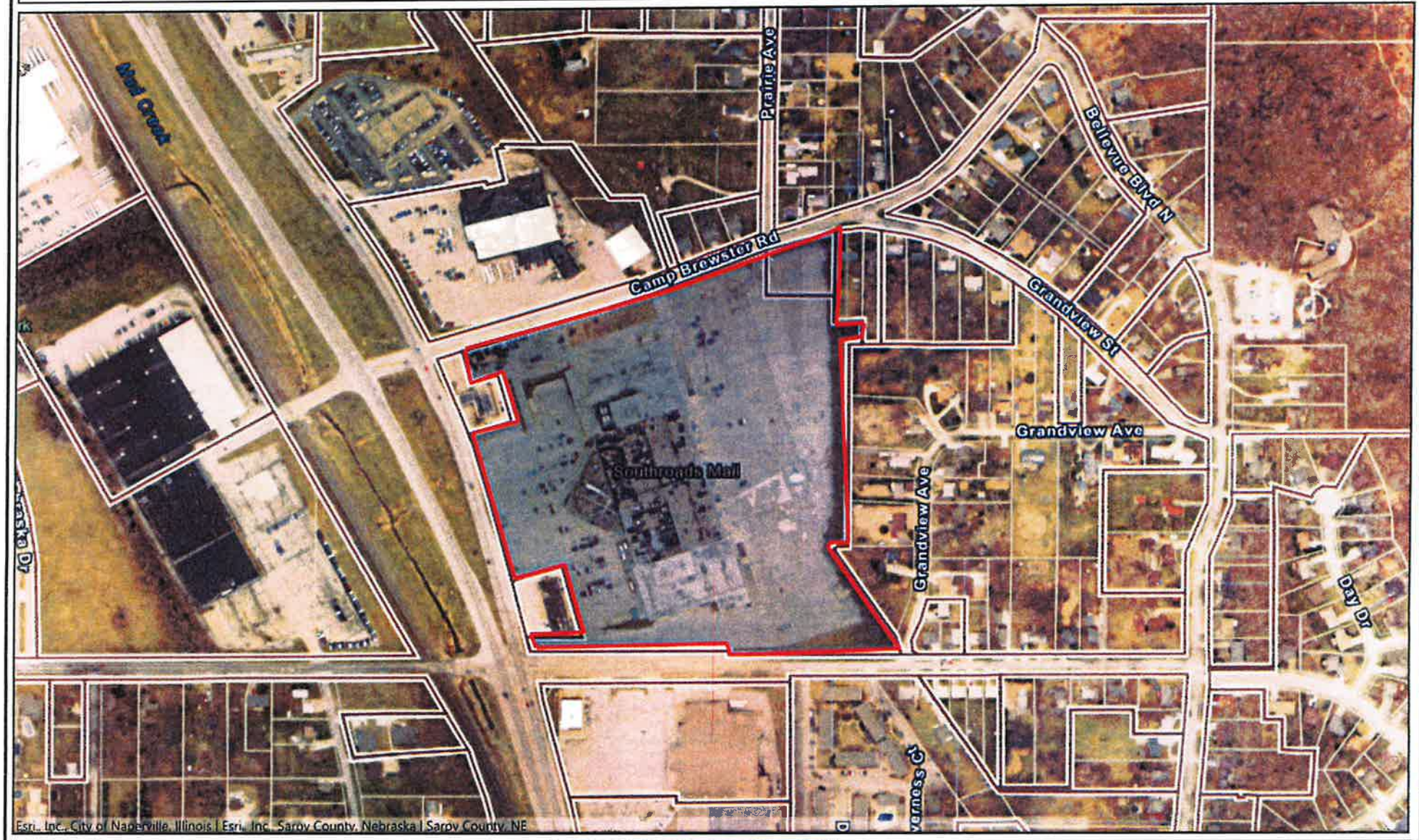
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Notes

SARPY COUNTY
NEBRASKA

1001 Fort Crook Road N



0 500 1000 ft

Map Scale 1: 6370

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Notes

Southroads
EDUCATION & TECHNOLOGY PARK
DEEP WELL

DEEP WELL
Southroads Education and Technology Park
1001 Fort Crook Rd N Ste 140A
Bellevue, NE 68005

RECEIVED
AUG 18 2020
PLANNING DEPT.

August 18, 2020

City of Bellevue
Attn: Planning Commission
1510 Wall Street
Bellevue, NE 68005

RE: Lot 2 and NE corner of Lot 1, located at 1001 Fort Crook Rd. N, in The Southroads Technology Park
Proposed Area: Approximately 123,019 Square Feet
Current zoning: BG-PCO Requested Zoning: BGH

Lot 2 and Lot 1 are located at 1001 Fort Crook N within the Southroads Technology Park. The proposed area involves all of Lot 2 and the northeast corner of Lot 1 off of Camp Brewster Rd. Southroads Technology Park currently does not use this area of our parking lot. Our intent is to lease the proposed area to UPS for the purpose of temporary trailer staging during the year.

UPS Proposal
Our proposed agreement with UPS states that UPS would erect and maintain, prior to occupancy, a gated perimeter for the entire leased area. This said fence must be a minimum of 6 feet in height and include a locked gate.

- Trailer staging from November - January
- Maximum number of trailers: 125
- Peak Days—Saturday is peak day of activity with limited trips on Tuesdays and Wednesdays
- Peak Hours—2:00am-7:00am and 7:00pm-9:00pm
- Avg trips per day - 10
- Trailer movements are made by only one or two drivers

While we do have two schools located on our premises, both Cornerstone Christian School and the Omaha Public Schools have agreed to the UPS proposal for said purposes and are willing to work together to be good partners. Both schools cited that UPS has a good track record of job site safety.

The UPS Proposal provides income which will allow Deep Well to continue to update and renovate the Southroads Technology Park in order to bring the area back to a source of pride for our community

Thank you for your time and attention, please let me know if you have any questions or concerns.

Sincerely,

Tari Asche- Manager

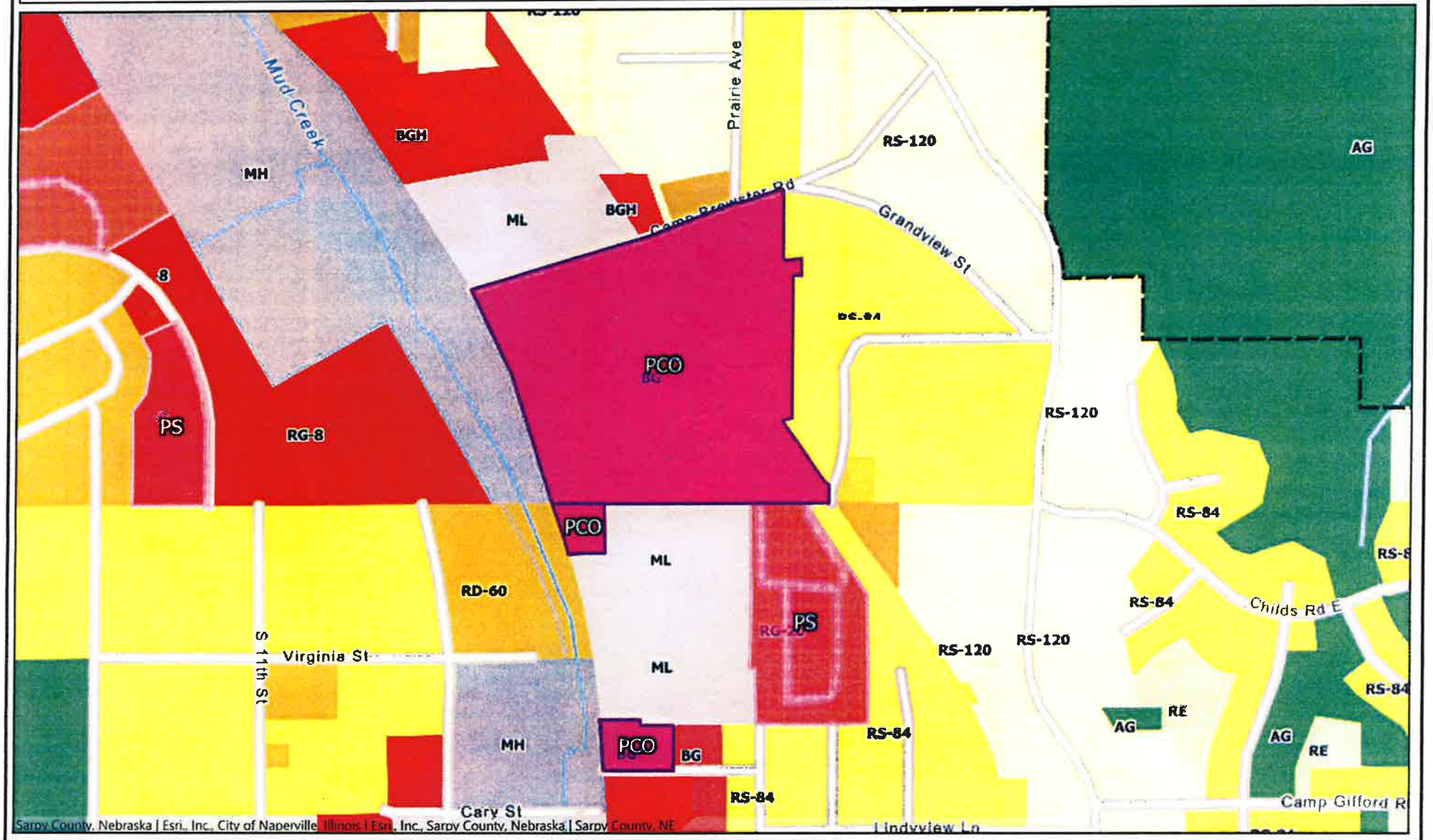
Southroads Education and Technology Park
Deep Well Mgmt.
1001 Fort Crook Rd N Suite 140A
Bellevue, NE 68005
402-968-6376 Cell

P (402) 551-5200 C (402) 968-6376 Email: tarla@kingofkingsomaha.org Website: deepwell.us

SARPY COUNTY
NEBRASKA

GIS

1001 Fort Crook Road N



0 500 1000 ft

Map Scale 1: 9028

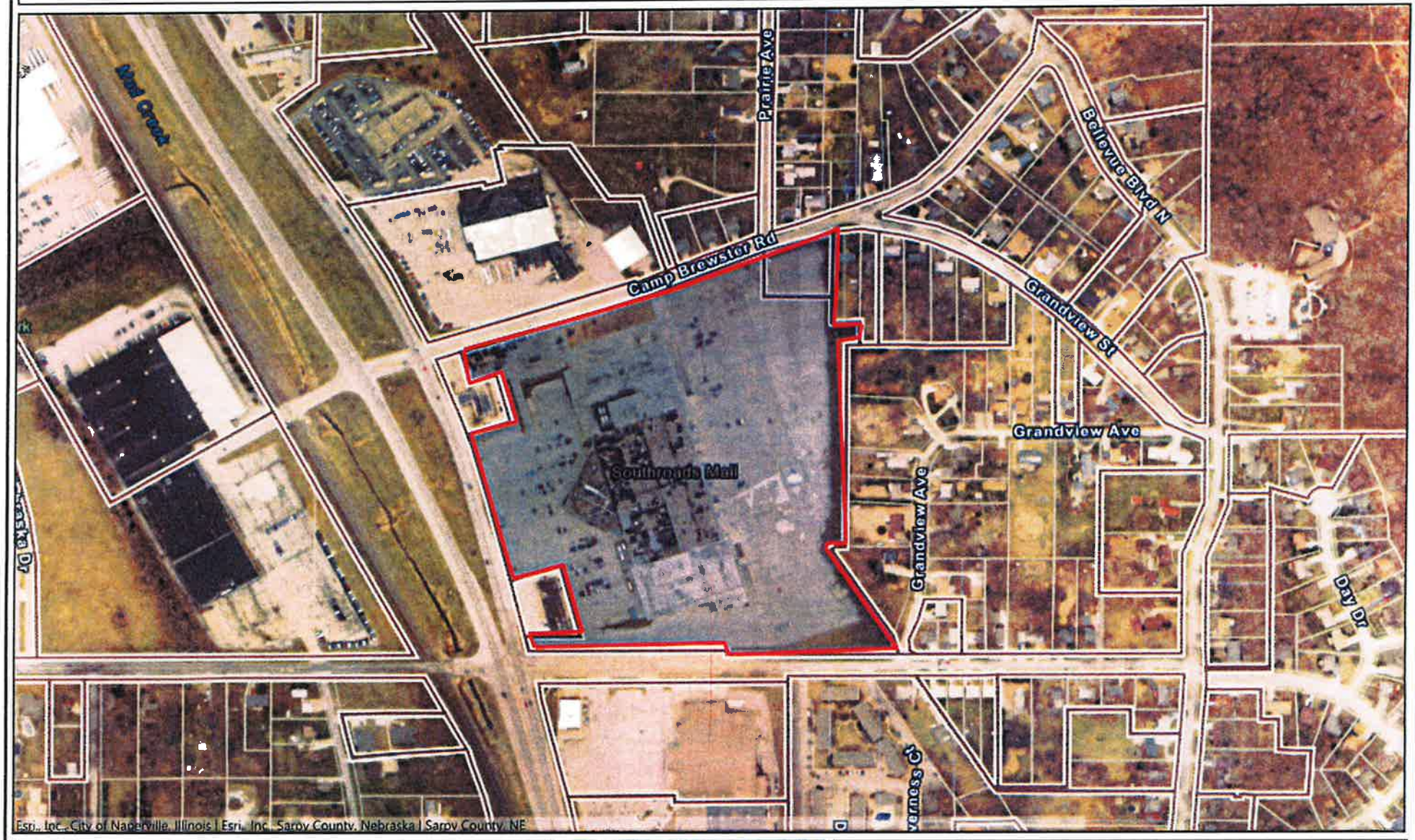
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Notes

SARPY COUNTY
NEBRASKA

1001 Fort Crook Road N



0 500 1000 ft

Map Scale 1: 6370

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Notes

ORDINANCE NO. 4012

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 1001 FORT CROOK ROAD NORTH, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

> Lots 1 and 2 Southroads Technology Park, located in the Southwest ¼ of Section 14, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.
>
> From BG-PCO (General Business District-Planned Center Overlay District) to BGH (Heavy General Business District).
>
> (Deep Well dba Southroads Technology Park)

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

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

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

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

First Reading: 09/15/2020
Second Reading: 10/06/2020
Third Reading: _____

Shirley Harbin

RECEIVED
OCT 01 2020
CITY CLERK

From: Tammi Palm
Sent: Thursday, October 1, 2020 11:39 AM
To: Susan Kluthe
Cc: Shirley Harbin
Subject: FW: 2nd notice, 2nd response to rezone Southroads Technology Park

FYI. Another letter of opposition to 12.f.

Thanks!

Best regards,

Tammi Palm
Planning Manager
City of Bellevue
1510 Wall Street
Bellevue, NE 68005
(402) 293-3038

From: Jo Rouse <jrouse@vnatoday.org>
Sent: Tuesday, September 29, 2020 11:37 AM
To: Tammi Palm <Tammi.Palm@bellevue.net>
Subject: 2nd notice, 2nd response to rezone Southroads Technology Park

City of Bellevue Planning Department

I cried again when I got a **second notice** involving a rezone so that trucks/semi-trailers can park in the back, Southroads parking lot. I have lived in this location all of my life, and to see what the neighborhood once was, to what it is, and now what you want it to become, breaks my heart. Nothing ever nice....nothing good....nothing peaceful and quiet! Last fall/winter when those trailers parked there, it was horrible. It was so loud...bad enough during the day, but at night and morning...sigh. Being woken with what sounded like gunshots as the trucks hooked up to the trailers, and the diesel engine sounds, a few truck horns, and those trucks/trailers driving over the beat up parking lot. There has been a lot to deal with living across from the Southroads, but nothing compares to the trucks/trailers down there. I was so happy when that last truck pulled out of there. And now, you're all wanting to bring that back. It's become a dump, and this certainly won't help things down there....or the neighborhood. Right now there are a few trucks/trailers down there, and that is bad enough. Not only the noise, but the sight. Other neighbors have already told me that it won't do a bit of good to voice my opinion, or theirs, because it's all about the dollar. And they are probably right! The city, it seems, rarely thinks about the people, in situations like this. Something already trashy, making it trashier, but making a buck off it...forget about the

people who have to live there! How many of you involved with this....especially those on the planning commission who makes these decisions, can honestly say they would like this in their neighborhood, right across the street from THEM? But that's the deal....it won't be in YOUR neighborhood! You won't have to look at it or listen to it as you try to enjoy the nice weather from your porch...or be sitting on your couch and look out to that, or trying to sleep at night. At least now I see children playing or people walking the lot for exercise! I am sure there are other viable places to do this, where families aren't surrounding the location. Even the south end would be better since there is a concrete wall and a large hill, with more space between the parking lot and homes/apartments, instead right next to homes!! Just the fact that this is being considered, shows you really haven't thought about the people in this neighborhood. The notice was just a formality....you all have probably already decided to just push it through. But again, none of you probably live in the area, and doesn't affect you, so why not?! Thanks for your time, even though my time was probably wasted on this. I apologize for the obvious anger I have toward this, but it is always something with Southroads...and rarely for the better or consideration of the people or the neighborhood.

vna
Visiting Nurse Association

Jo Rouse
Medical Supply Technician

Office: 402-342-5566 www.vnatoday.org
12565 West Center Road, Suite 100 Omaha, NE 68144

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29 Sept. 20

Case#: Z-2007-09 Deep Well dba Southroads Technology Park

City Clerk

1500 Wall St.

Bellevue, NE

I am enclosing a letter sent to the Planning dept. On 8/17/20 expressing my views on the changes being suggested for the Southroads Technology Park .

Yesterday, I saw students out in this area playing and exercising. This is no place for parking trucks and trailers and is a detriment to our neighborhood. I am definitely against this rezoning plan.

Agnes Stark

Agnes Stark
2012 Grandview Avenue
Bellevue, Ne 68005

RECEIVED
OCT 01 2020
CITY CLERK

8/17/20

City of Bellevue

Planning Department

Bellevue, NE 68005

To whom it may concern:

I am appalled to learn that the Southroads parking lot is being considered as a parking place for those huge UPS delivery trucks (or any other trucks). Last year there was continual activity there with dozens and dozens of trucks coming and going, drivers picking up or parking their vans. Driving through there was especially hazardous. Consider the fact that families are leaving and picking up their children for a school that serves grades one through twelve on the north side close to where these vans are coming and going. On the south side, another school system will be serving students including bussing and playground areas.

I live directly above the area where the parking is being planned and remember how difficult it was last year to even get to the mailbox and the other businesses in the Southroads. There have been many changes since we moved here in 1958 and witnessed the development of the Southroads. To see it be turned into a parking lot really diminishes the value of the area and downgrades it as a technology park and school area. Close by are many family homes whose property values will be lessened due to huge trucks coming and going all hours of the day.

Due to my infirmities, I cannot attend the public hearing, but trust that the Planning Department will seriously consider this matter and make a decision not to turn the Southroads into a parking lot . It would be a detriment to our neighborhood and our property values.

Agnes L. Stark

2012 Grandview Ave., Bellevue, NE 68005

RECEIVED

OCT 01 2020

CITY CLERK

13a.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/20/2020	SUBMITTED BY: Tammi Palm				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Approval of a request to rezone Lots 122 through 124, Belle Lago South, from AG to RG-50-PS; to preliminary plat Lots 122 through 124, Belle Lago South. Applicant: HRC Belle Lago, LLC. Location: South 45th Street and Lookingglass Drive.

SYNPOSIS/BACKGROUND:

Dave Vogtman, on behalf of HRC Belle Lago, LLC, is requesting approval of a change of zone and to preliminary plat Lots 122 through 124, Belle Lago South, for the purpose of single-family residential development. The proposed lots are an extension of the approved Belle Lago south subdivision and were required as a condition of the original plat approval to provide additional access by connecting Lookingglass Drive and South 45th Street.

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: YES
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

The Planning Department and Planning Commission have recommended approval of this application.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Rezoning Ordinance
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: HRC Belle Lago, LLC

Case #'s: Z-2007-08 and S-2007-16

CITY COUNCIL HEARING DATE: October 20, 2020

REQUEST: to rezone Lots 122 through 124, Belle Lago South, a tract of land located in part of the Southwest ¼ of the Northwest ¼ of Section 8, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska, from AG to RG-50-PS for the purpose of single family residential development; and preliminary plat Lots 122 through 124, inclusive, Belle Lago South.

On September 24, 2020, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: September 24, 2020

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2007-08
S-2007-16

FOR HEARING OF:
REPORT #1: September 24, 2020
REPORT #2: October 20, 2020

I. GENERAL INFORMATION

A. APPLICANT:

HRC Belle Lago, LLC
Attn: Dave Vogtman
6900 Westown Parkway
West Des Moines, IA 50266

B. PROPERTY OWNER:

Maalreo, LLC
P.O. Box 461178
Papillion, NE 68046

C. GENERAL LOCATION:

South 45th Street and Lookingglass Drive

D. LEGAL DESCRIPTION:

Lots 122 through 124, Belle Lago South, being a platting of a tract of land located in part of the Southwest ¼ of the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 122 through 124, Belle Lago South, from AG to RG-50-PS for the purpose of single-family residential development.

2. Preliminary plat Lots 122 through 124, Belle Lago South.

F. EXISTING ZONING AND LAND USE:

AG, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change in zone and preliminary plat approval to enable single family residential development.

H. SIZE OF SITE:

The site is approximately 1.374 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and most recently used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Vacant, AG
2. **East:** Vacant (Belle Lago Subdivision), RG-50-PS
3. **South:** Single Family Residential, RS-72-PS
4. **West:** Vacant, AG

C. REVELANT CASE HISTORY:

On September 24, 2020, the Planning Commission recommended approval of a request to rezone Lots 122 through 124, Belle Lago South, from AG to RG-50-PS, for the purpose of single-family residential development, and preliminary plat Lots 122 through 124, Belle Lago South.

D. APPLICABLE REGULATIONS:

1. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding PS uses and requirements.
3. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
4. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
5. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.

2. These lots will have access from newly created extensions of Lookingglass Drive and South 45th Street.

D. UTILITES:

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

E. ANALYSIS:

1. Dave Vogtman, on behalf of HRC Belle Lago, LLC, has submitted a request to preliminary plat Lots 122 through 124, Belle Lago South, for the purpose of single family residential development.

2. The applicant is also requesting a change in zone from AG to RG-50-PS (General Residence, 5,000 Square Foot Zone, Planned Subdivision) for Lots 122 through 124, Belle Lago South.

The setbacks in the RG-50-PS zone would be as follows:

Front Yard	25 feet
Rear Yard	20 feet
Side Yard	5 feet
Street Side Yard	15 feet

The standard front yard setback in the RG-50 zoning district is 35 feet, with a rear yard of 25 feet. The requested setbacks are the same setbacks which were approved for the existing platted Belle Lago subdivision. The applicant's justification letter is attached.

The proposed lots are an extension of the approved Belle Lago South subdivision and were required as a condition of the original plat approval in order to provide additional access by connecting Lookingglass Drive and South 45th Street.

3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County Planning Director, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio-Missouri NRD, Bellevue Public School District, and the Springfield Platteview School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Krista Hoffart, Offutt Community Planner stated the project area does not fall within Offutt Air Force Base Accident Potential Zones or Noise Contours.

Matt Knight, Public Works Engineer, made comments pertaining to technical revisions to the preliminary plat. The applicant's engineer has satisfied the requested revisions.

No other comments were received on this case.

4. The Public Works Managing Engineer has reviewed the grading and drainage plans for this proposed development and found them to be acceptable.

5. This development is compatible with the Comprehensive Plan.

6. A draft amendment to the Belle Lago South Subdivision Agreement has been submitted by the applicant and reviewed by the City Attorney.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the zoning ordinance, comprehensive plan, subdivision regulations, and lack of perceived negative impact to the surrounding area.

VI. ATTACHMENTS TO REPORT

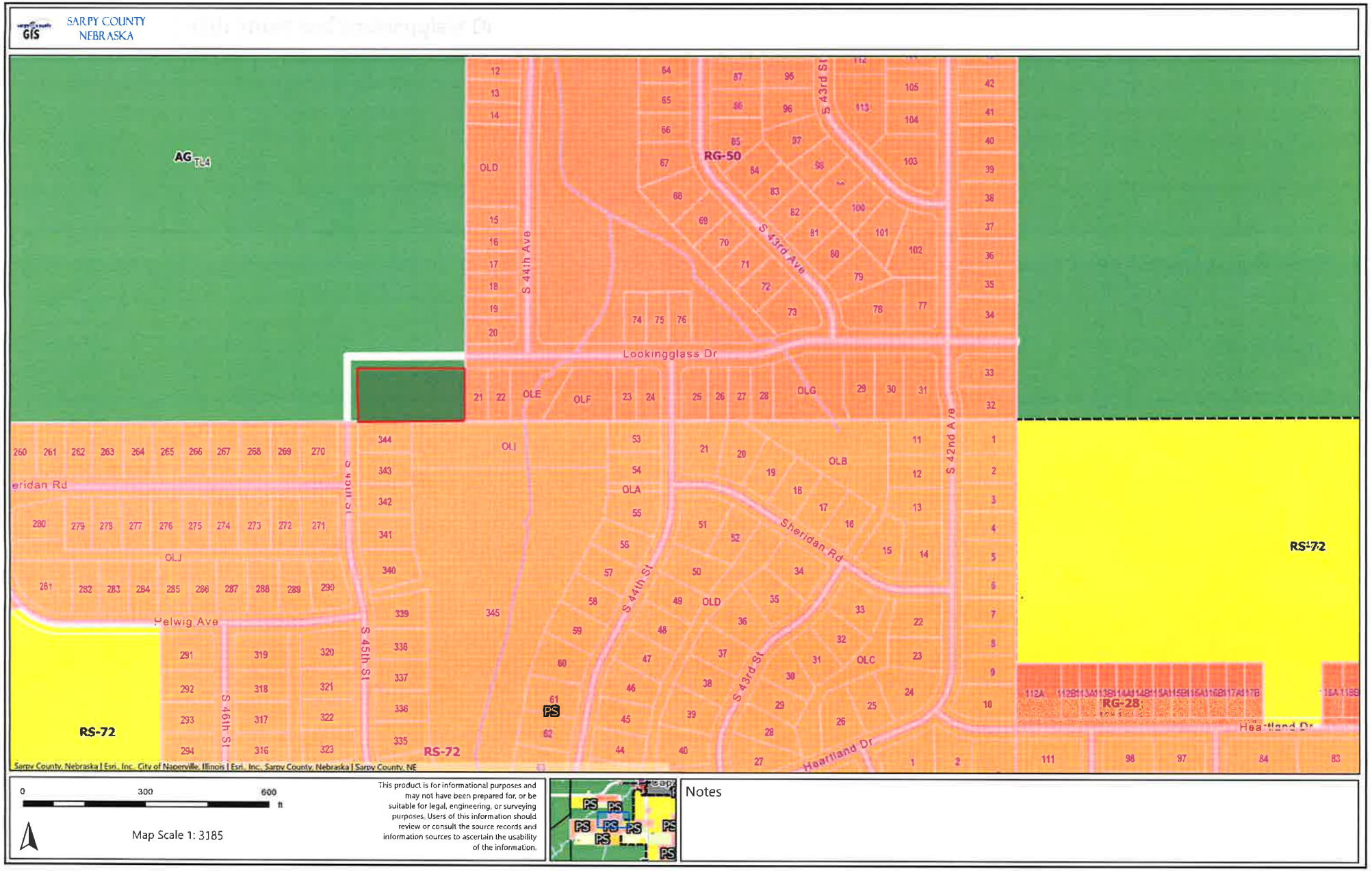
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Preliminary plat received August 21, 2020
4. Zoning justification letter received July 23, 2020

VII. COPIES OF REPORT TO:

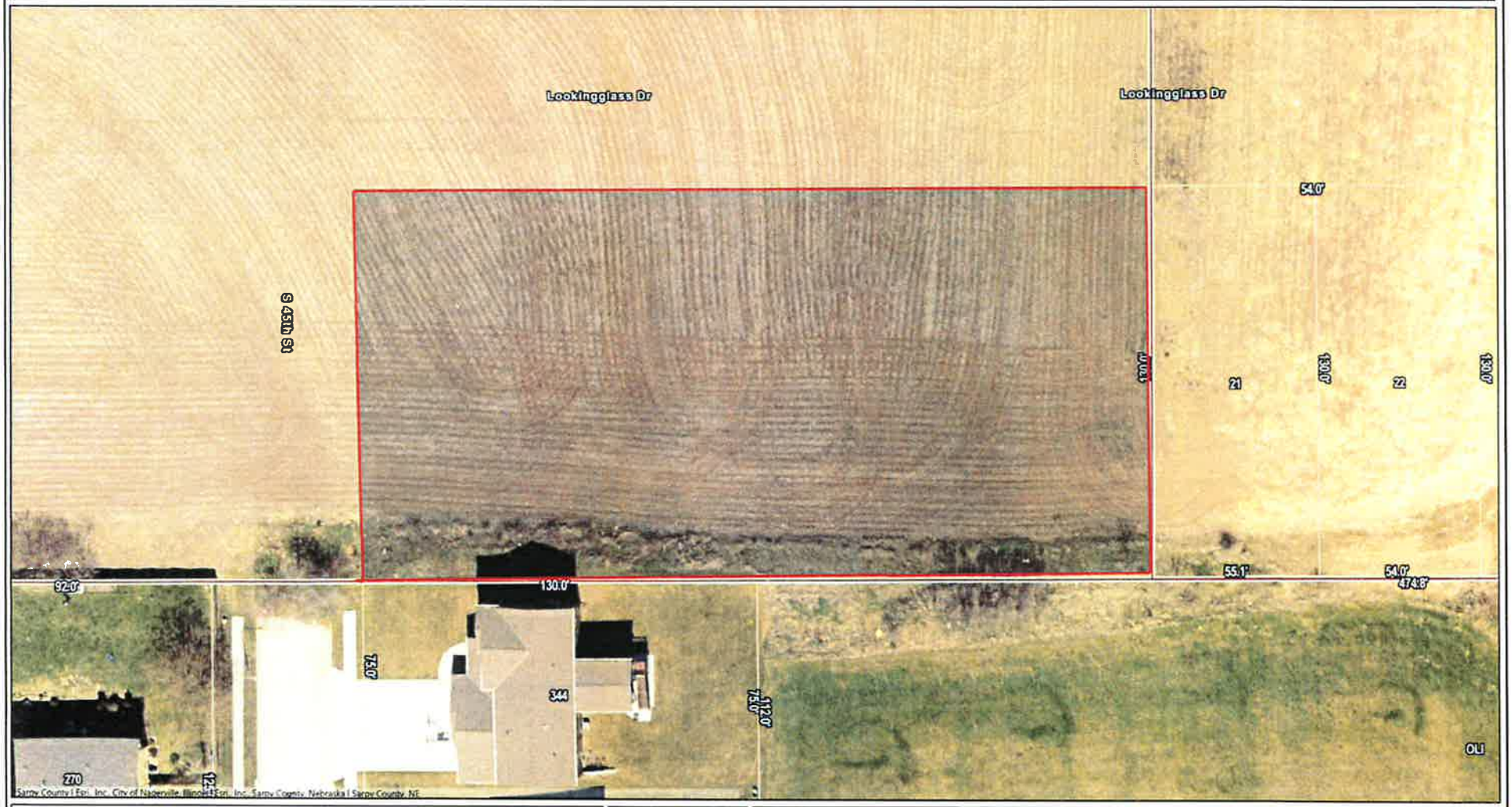
1. HRC Belle Lago, LLC (Dave Vogtman)
2. E & A Consulting Group, Inc. (Mark Westergard)
3. Fullenkamp, Doyle, and Jobeun (Larry Jobeun)
4. Public Upon Request

Angela M. Currey 9/30/20
Prepared by:

Jamie L Palm 09/30/2020
Planning Manager Date of Report


SARPY COUNTY
NEBRASKA
AG TL4
RG-50
RS-72
RG-28
OLD
OLE
OLF
OLG
OLI
OLJ
OLA
OLB
OLC
Lookingglass Dr
S 44th Ave
S 43rd Ave
S 43rd St
S 42nd Ave
S 44th St
S 45th St
S 46th St
Sheridan Rd
Pelwig Ave
Heartland Dr
PS
Sarpy County, Nebraska | Esri, Inc. City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE
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ft
Map Scale 1: 3185
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Notes

SARPY COUNTY
NEBRASKA



0 50 100 ft

Map Scale 1: 478

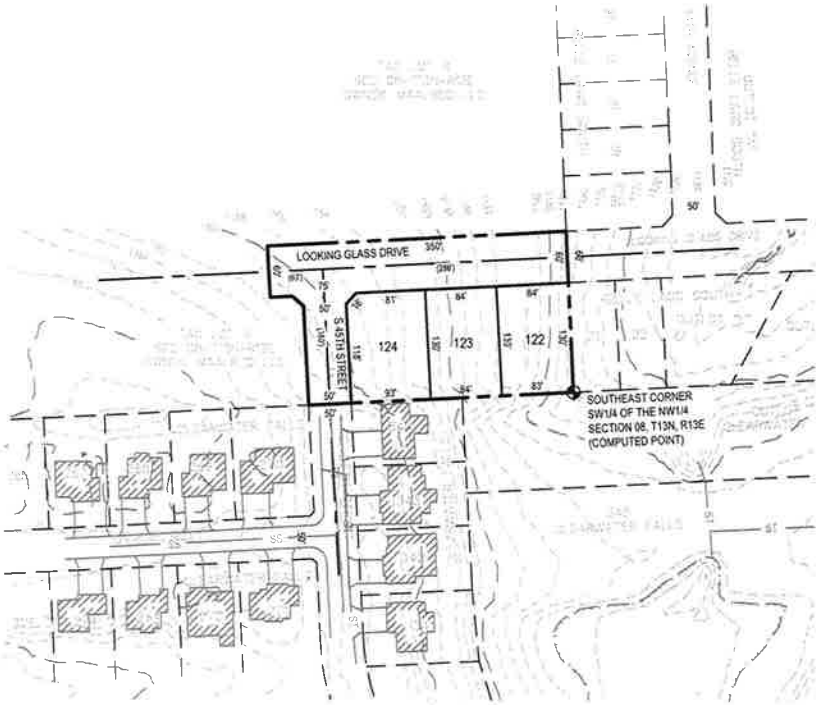
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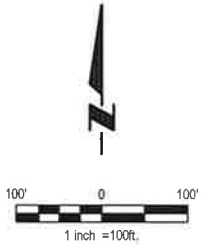
Notes

BELLE LAGO SOUTH

LOTS 122 THRU 124 INCLUSIVE

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



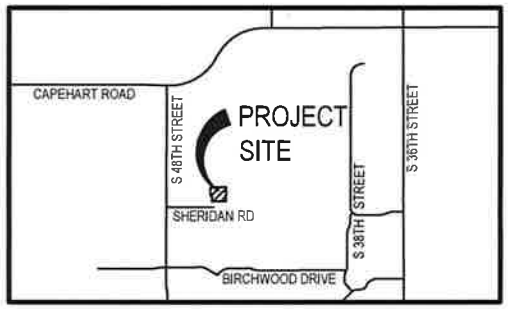


LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EXIST. MAJOR CONTOURS
- EXIST. MINOR CONTOURS
- SANITARY SEWER LINE
- STORM SEWER LINE
- BUILDING

RG-50-PS ZONING SETBACK TABLE	
FRONT YARD	25'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	20'

LOT AREAS	
LOT NO.	SQ. FOOTAGE
122	10,508
123	10,899
124	12,012



VICINITY MAP

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID TRACT OF LAND CONTAINS 59,868 SQUARE FEET OR 1.374 ACRES, MORE OR LESS.

DEVELOPER	OWNER
HRC BELLE LAGO, LLC	MAALREO LLC
6900 WESTOWN PARKWAY	PO BOX 461178
WEST DES MONIES, IA 50266	PAPILLION, NE 68046

ZONING:

EXISTING	AG	
PROPOSED:	RG-50-PS, LOTS 122 THRU 124	0.776 AC
	PROPOSED RIGHT-OF-WAY	0.598 AC
	TOTAL	1.374 AC

NOTES:

1. TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED AT ALL DEADEND STREETS.
2. CHAMFERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5') RADII FROM THE INTERSECTION OF RIGHT-OF-WAY LINES.
3. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

Proj No:	P2018.090.001
Date:	07/24/2020
Designed By:	JRS
Drawn By:	EHN
Scale:	1" = 100'
Sheet:	1 of 1

Revisions		
No.	Date	Description

EXHIBIT "A"
PRELIMINARY PLAT

BELLE LAGO SOUTH
LOTS 122 THRU 124 INCLUSIVE
BELLEVUE, NEBRASKA

E & A CONSULTING GROUP, INC.
Engineering Answers

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10909 Mill Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.895.4700 • Fax: 402.895.3599
www.eacg.com

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www.eacg.com

July 23, 2020

Tammi Palm
City of Bellevue, NE
1510 Wall Street
Bellevue, NE 68005

RE: Belle Lago South Lots 122 thru 124 – Planned Subdivision District Zoning Justification Letter

Dear Tammi,

The proposed Belle Lago South (122-124) is an extension of the approved Belle Lago South subdivision and was required by the City of Bellevue as a condition of the original plat approval in order to provide additional access by connecting Looking Glass Drive and S 45th Street. The development extension's zoning is proposed to be RG-50-PS, the same zoning as the original Belle Lago South. Therefore, the justification for the rezoning request is nearly identical the justification provided and approved for the original Belle Lago South rezoning.

The proposed changes to the RG-50 zoning shall be a reduced front setback from 35 feet to 25 feet and a reduced rear setback from 25 feet to 20 feet. This development meets multiple categories within Section 5.17.03 (1-4) of the City of Bellevue Zoning Ordinance, our justification is as follows:

5.17.03 (1) – This parcel of ground has a future land use designation of Medium Density Residential. RG-50 zoning and thus fits the proposed character of this portion of the City of Bellevue's ETJ and thusly shouldn't adversely affect neighboring properties. The minimum lot size for RG-50 is 5000 sq. ft. The smallest single family lot proposed in the Belle Lago South (122-124) development is 10,869 sq. ft, over twice as large as the minimum requirement.

The density of the proposed single family lots is 2.2 lots per acre. This density is well within the range of medium density developments, again meeting the future land use plan for the City of Bellevue.

5.17.03 (2) – The designation of the planned subdivision allows this development more flexibility in fitting homes to lots. The floorplans of the house styles that will be developed in this neighborhood fit better on the lots by reducing the front and rear yard setbacks.

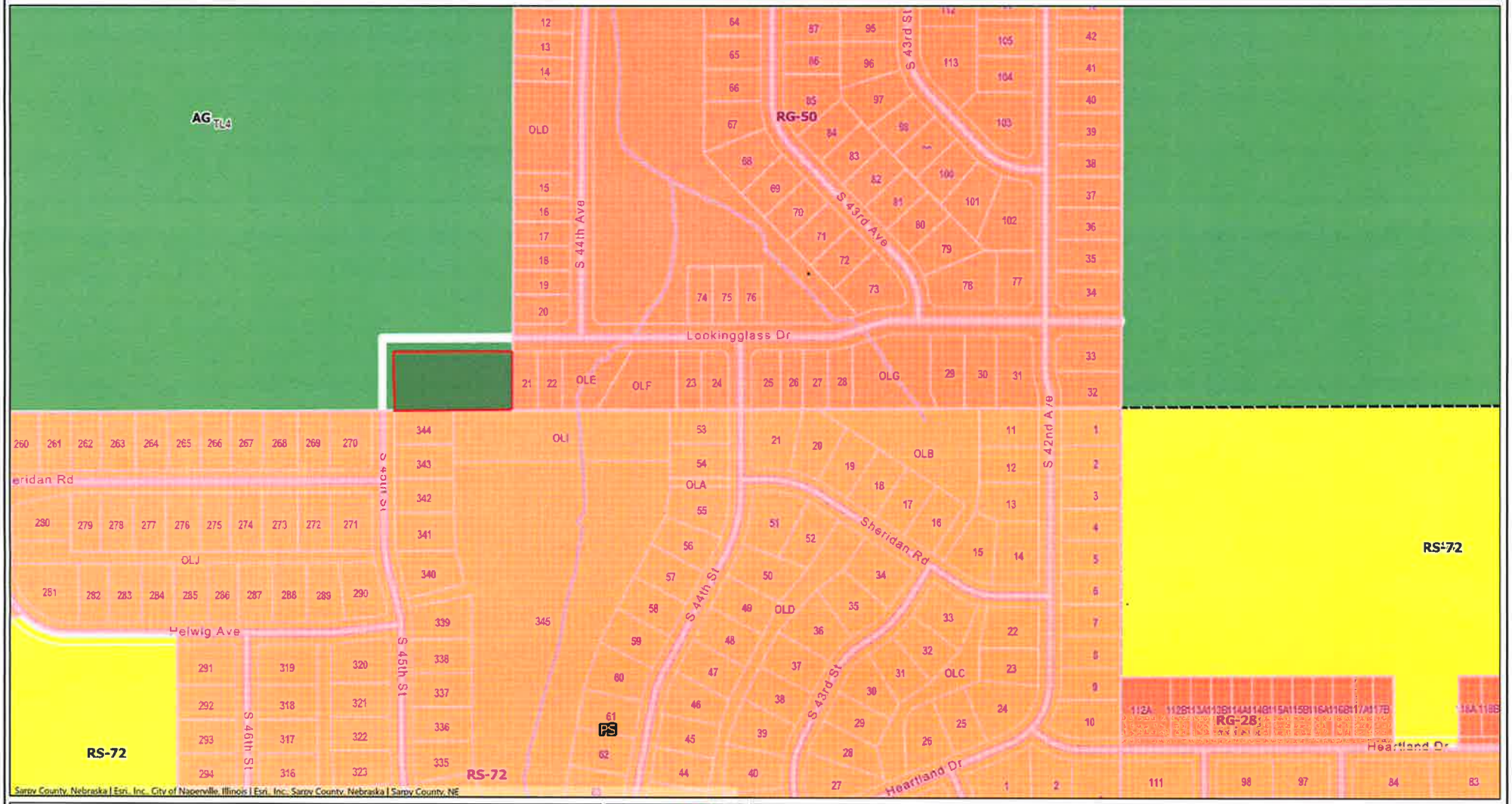
The current rate that the cost of construction is going up is outpacing any increase in the valuation of homes. Valuations needed to make these SIDs work struggle to increase fast enough to keep up with these increased cost. Because of this, finding ways to best utilize the land available on a given development is important. Solving the debt ratio difficulties for SIDs cannot simply be a situation where we try build higher priced, larger homes. This will quickly stymie growth by only making new home construction available to a smaller pool of wealthier individuals. New developments are needed with diverse home costs to provide opportunities for the widest range of citizen's to achieve their dreams of home ownership.

5.17.030 (4) – We do not feel that the reduced front and rear yard setbacks that are being requested for this development should be considered to be for the purposes of convenience, profit or caprice. The developer is creating a development that fits within the future land use designation and is aimed at a different market than is currently available within the existing and proposed developments along 48th Street. This request is not being made to create more lots, but to develop workable lots with better house fits.

Sincerely,

Mark Westergard, PE
E & A Consulting Group

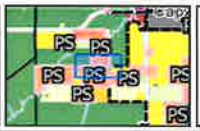
SARPY COUNTY
NEBRASKA



0 300 600 ft

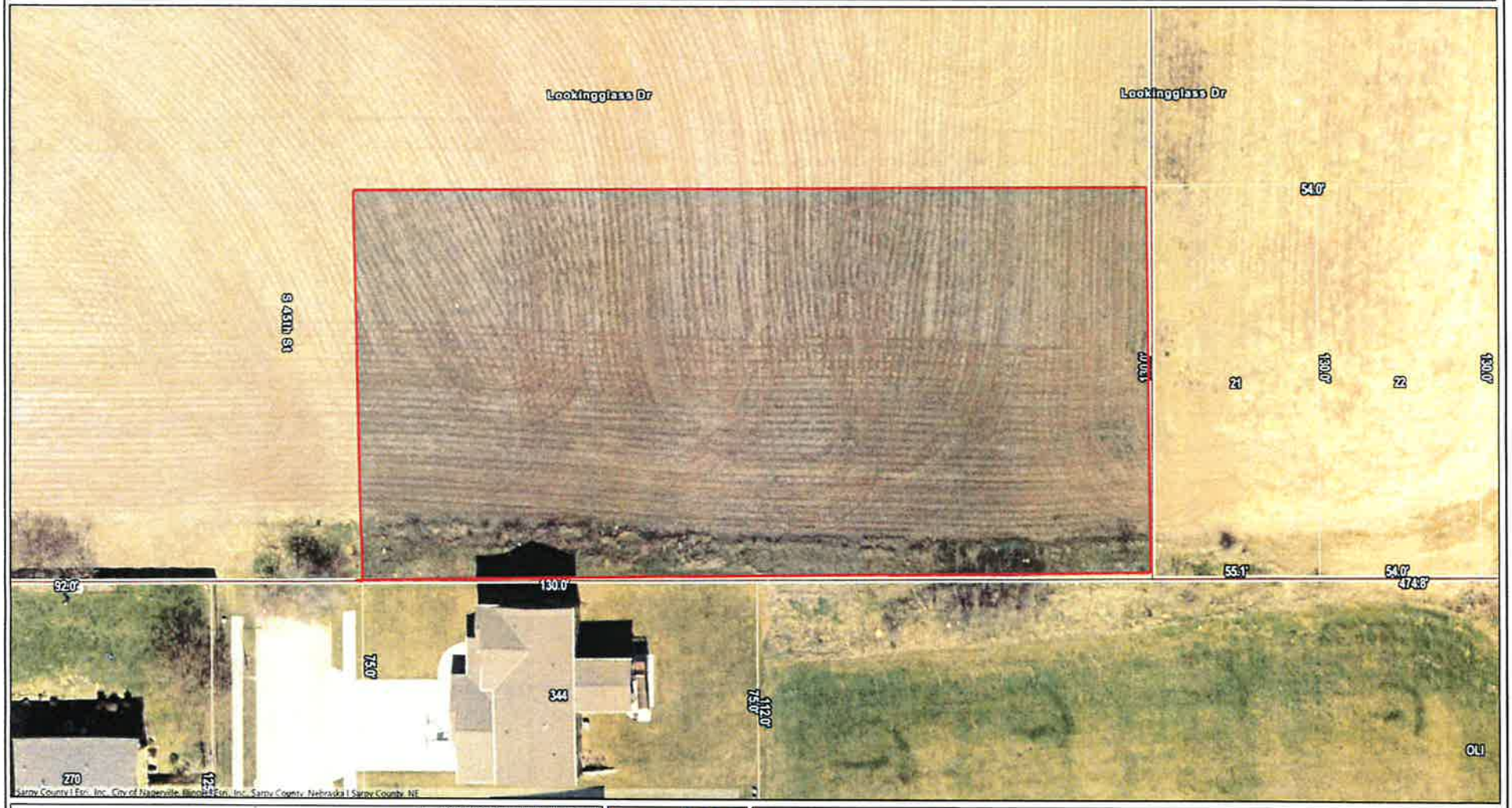
Map Scale 1: 3185

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Notes

SARPY COUNTY
NEBRASKA



0 50 100 ft

Map Scale 1: 478

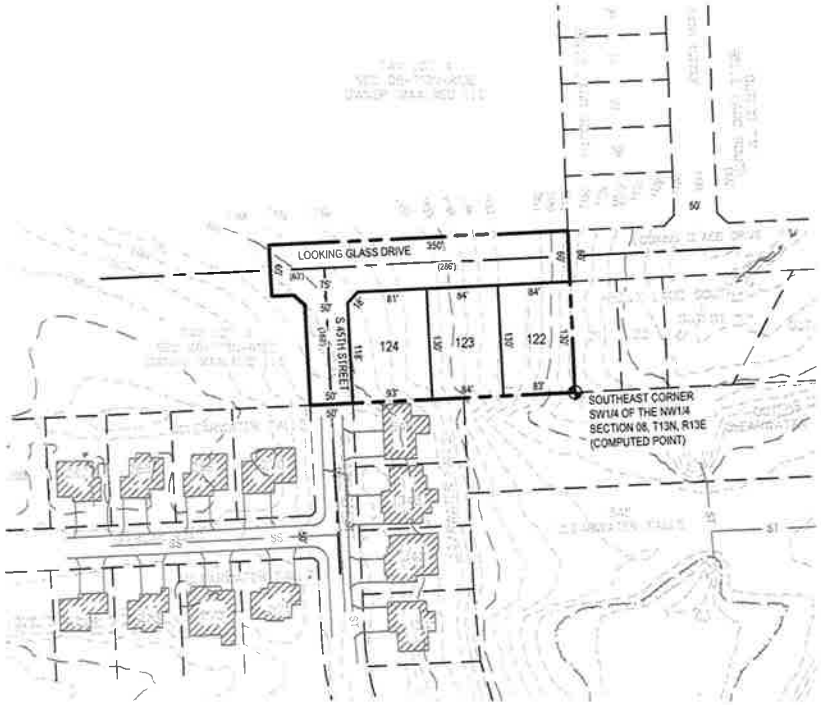
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Notes

BELLE LAGO SOUTH

LOTS 122 THRU 124 INCLUSIVE

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.



100' 0 100'

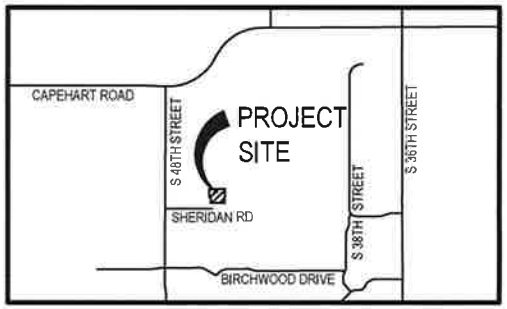
1 inch =100ft.

LEGEND

- BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENTS
- EXIST. MAJOR CONTOURS
- EXIST. MINOR CONTOURS
- SANITARY SEWER LINE
- STORM SEWER LINE
- BUILDING

RG-50-PS ZONING SETBACK TABLE	
FRONT YARD	25'
SIDE YARD	5'
STREET SIDE YARD	15'
REAR YARD	20'

LOT AREAS	
LOT NO.	SQ. FOOTAGE
122	10,908
123	10,869
124	12,012



VICINITY MAP

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID TRACT OF LAND CONTAINS 59,868 SQUARE FEET OR 1.374 ACRES, MORE OR LESS.

DEVELOPER	OWNER
HRC BELLE LAGO, LLC	MAALREO LLC
6900 WESTOWN PARKWAY	PO BOX 461178
WEST DES MONIES, IA 50266	PAPILLION, NE 68046

ZONING:

EXISTING	AG	
PROPOSED:	RG-50-PS, LOTS 122 THRU 124	0.776 AC
	PROPOSED RIGHT-OF-WAY	0.598 AC
	TOTAL	1.374 AC

NOTES:

1. TEMPORARY TURNAROUNDS WILL BE CONSTRUCTED AT ALL DEADEND STREETS.
2. CHAMFERS FOR SIDEWALKS ON CORNER LOTS ARE SET AT TWELVE AND HALF FEET (12.5') RADII FROM THE INTERSECTION OF RIGHT-OF-WAY LINES.
3. TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.

Proj No:	P2018.090.001
Date:	07/24/2020
Designed By:	JRS
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Scale:	1" = 100'
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Revisions		
No.	Date	Description

EXHIBIT "A"
PRELIMINARY PLAT

BELLE LAGO SOUTH
LOTS 122 THRU 124 INCLUSIVE
BELLEVUE, NEBRASKA

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ORDINANCE NO. 4013

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 45th STREET AND LOOKINGGLASS DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

BEGINNING AT THE SOUTHEAST CORNER OF SAID SW1/4 OF THE NW1/4 OF SECTION 08, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 21, BELLE LAGO SOUTH, A SUBDIVISION LOCATED IN SAID NW1/4 OF SECTION 08; SAID POINT ALSO BEING ON THE NORTHERLY LINE OF OUTLOT "I", CLEARWATER FALLS, A SUBDIVISION LOCATED IN THE SW1/4 OF SAID SECTION 08; THENCE S87°02'38"W (ASSUMED BEARING) ALONG THE SOUTHERLY LINE OF SAID SW1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID CLEARWATER FALLS, A DISTANCE OF 310.05 FEET TO THE NORTHEAST CORNER OF LOT 270, SAID CLEARWATER FALLS, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID 45TH STREET; THENCE N02°57'22"W, A DISTANCE OF 117.50 FEET; THENCE N47°57'22"W, A DISTANCE OF 17.68 FEET; THENCE N02°57'22"W, A DISTANCE OF 60.00 FEET; THENCE N87°02'38"E ALONG A LINE 190.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTHERLY LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 08, A DISTANCE OF 323.92 FEET TO THE SOUTHWEST CORNER OF LOT 20, SAID BELLE LAGO SOUTH, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID SW1/4 OF THE NW1/4 OF SECTION 08; THENCE S02°32'30"E ALONG SAID EASTERLY LINE OF THE SW1/4 OF THE NW1/4 OF SECTION 08, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID BELLE LAGO SOUTH, A DISTANCE OF 190.01 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS 59,868 SQUARE FEET OR 1.374 ACRES, MORE OR LESS.

From AG (Agricultural District) to RG-50-PS (General Residence, 5,000 Square Foot Zone-Planned Subdivision District).

(HRC Belle Lago)

Section 2. This ordinance shall not take effect until such time as the final plat of Lots 122 through 124, Belle Lago South, is filed with the Sarpy County Register of Deeds in accordance with Section 4-10 of the City of Bellevue Subdivision Regulations.

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

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

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

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

First Reading: 10/06/2020
Second Reading: _____
Third Reading: _____

13b.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/20/2020		SUBMITTED BY: Tammi Palm, Planning Manager			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Approval of a request to rezone Lots 2 and 2A, Kennedy Town Center, Replat Seven being a replat of Lot 2, Kennedy Town Center Replat Four from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development, with site plan approval for Lot 2. Applicant: Carlson Consulting Engineers, Inc (Attn: Mike Dedman). General Location: 25th Street and West Chandler Road.

SYNPOSIS/BACKGROUND:

Mike Dedman, on behalf of Carlson Consulting Engineers, Inc. submitted a request to rezone Lots2 and 2A, Kennedy Town Center Replat 7, from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development. Proposed Lot 2A would be zoned BG-PCO, while proposed Lot 2 would be zoned RG-20-PS. Both of the proposed zonings require site plan approval and the applicant is requesting site plan approval for the multi family residential development on Lot 2. The multi-family residential proposal consists of 48 units in five buildings. Future site plan approval will be required if commercial development occurs on proposed Lot 2A. A small subdivision plat will be on the agenda when this ordinance has second reading.

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 DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

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

ATTACHMENTS:

1.	Planning Commission Recommendation Sheet	2.	Staff Report	3.	Rezoning Ordinance
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brlee Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Carlson Consulting Engineers, Inc

Case #'s: Z-2008-10 and S-2008-18

CITY COUNCIL HEARING DATE: October 20, 2020

REQUEST: to rezone Lots 2 and 2A, Kennedy Town Center, Replat Seven being a replat of Lot 2, Kennedy Town Center Replat Four, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, NE, from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development; and small subdivision plat Lots 2 and 2A, Kennedy Town Center.

On September 24, 2020, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

APPROVAL of a request to rezone Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2, Kennedy Town Center Replat Four, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development; and small subdivision plat Lots 2 and 2A, Kennedy Town Center. ***APPROVAL*** based upon compatibility with the surrounding neighborhood, lack of perceived negative impact, and conformance with the Zoning Ordinance. ***APPROVAL*** based upon the Future Land Use Map of the Comprehensive Plan being amended to allow for the commercial use at the corner of 25th Street and West Chandler Road. ***APPROVAL*** also based on the installation of a fence on the south side of the development along the north side of Albert Street.

VOTE:

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

Planning Commission Hearing (s) was held on: September 24, 2020

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2008-10
S-2008-18

FOR HEARING OF:
REPORT #1: September 24, 2020
REPORT #2: October 20, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Carlson Consulting Engineers, Inc
Attn: Mike Dedman
7068 Ledgestone Commons
Bartlett, TN 38133

B. PROPERTY OWNERS:

Rural Housing Developers – Nebraska, LLC
Attn: J. Ryan Hamilton
3556 S. Culpepper Circle, Ste. 4
Springfield, MO 65804

C. GENERAL LOCATION:

25th Street and W Chandler Road

D. LEGAL DESCRIPTION:

Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2, Kennedy Town Center Replat Four, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 2 and 2A, Inclusive, Kennedy Town Center, Replat Seven, from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development, with site plan approval for Lot 2.

2. Small Subdivision Plat Lots 2 and 2A, Kennedy Town Center, Replat Seven.

F. EXISTING ZONING AND LAND USE:

RG-20-PS/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a change of zone and small subdivision plat to allow commercial and multi-family residential development.

H. SIZE OF SITE:

The site is approximately 8.6 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is currently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Commercial/Retail, BG
2. **East:** Multi Family Residential, RG-20-PS
1. **South:** Townhome Residential, RG-20-PS
2. **West:** Multi Family Residential and Elementary School, RG-28 - RS-72

C. REVELANT CASE HISTORY:

On September 24, 2020, the Planning Commission recommended APPROVAL of a request to rezone Lots 2 and 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2, Kennedy Town Center Replat Four, located in the Southwest ¼ of Section 15, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska, from RG-20-PS to BG-PCO and RG-20-PS for the purpose of commercial and multi-family residential development; and small subdivision plat Lots 2 and 2A, Kennedy Town Center.

D. APPLICABLE REGULATIONS:

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

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

3. Section 5.17, Zoning Ordinance, regarding Planned Subdivision uses and requirements.

4. Section 5.25, Zoning Ordinance, regarding Planned Center Overlay District uses and requirements.

5. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.

2. Access is proposed on Lot 2 from Albert Street, and on Lot 2A as a restricted right-in, right-out movement onto West Chandler Road.

D. UTILITES:

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

E. ANALYSIS:

1. Mike Dedman, on behalf of Carlson Consulting Engineers, Inc, has submitted a request for a rezoning for Lots 2 and 2A, Kennedy Town Center Replat 7, from RG-20-PS to RG-20-PS and BG-PCO, for the purpose of a multi-family residential and commercial development.

2. Proposed Lot 2A would be zoned BG-PCO, while proposed Lot 2 would be zoned RG-20-PS.

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

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

The –PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas.

The -PCO zoning overlay is designed to be appended to any of the business zones. The use characteristics of the zone to which it is appended will control, but the overlay will allow for new and modern design that is not possible under regulations designed for control of individual and independent development of adjacent business properties.

3. Both of the proposed zonings require site plan approval. The applicant is requesting site plan approval for the multi family residential development on Lot 2 with this request. Future site plan approval will be required at such time commercial development occurs on proposed Lot 2A.

4. The multi family residential proposal consists of 48 units in five buildings.

5. The site plan shows 98 surface parking stalls for the development. The number of required parking stalls is met with this proposal.

6. The applicant shows a clubhouse with an onsite community room and computer workstations, playground, and outdoor picnic and barbeque area as some of the provided amenities for their residents.

7. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

8. Per Section 8.11, Zoning Ordinance, the apartment buildings will need to meet the city's design standards. Compliance with these regulations will be reviewed as part of the building permit process.

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

Public Works Engineer Matt Knight had technical comments regarding the site plan and small subdivision plat. These comments have since been satisfied.

Don Gifford, Bellevue Fire Department, had comments regarding fire hydrant placement. The applicant's engineer has been in contact with Mr. Gifford. This item will be addressed as part of the building permit process.

No other comments were received on this case.

10. A previous platting currently restricts Lot 2, Kennedy Town Center Replat Four, from having direct access to West Chandler Road. The applicant has provided engineering information to indicate a restricted right-in, right-out access

will work for proposed Lot 2A. The Public Works Department has reviewed and found this proposed access to be acceptable at such time Lot 2A is developed.

11. The multi family residential development will have access to Albert Street via a private street through the development. The proposed commercial lot will also have access through this private street as well, in addition to the restricted right-in, right-out access to West Chandler Road.

12. The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential. A motion to approve this project will also need to include a motion to amend the Future Land Use Map to allow for the commercial use at the corner of 25th Street and West Chandler Road.

13. Staff believes this proposed zoning and site plan are compatible with the adjacent neighborhood. The RG-20-PS multi family zoning fits with adjacent development, while the BG-PCO zoning will provide additional commercial opportunity at a busy intersection.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon compatibility with the surrounding neighborhood, lack of perceived negative impact, and conformance with the Zoning Ordinance. APPROVAL based upon the Future Land Use Map of the Comprehensive Plan being amended to allow for the commercial use at the corner of 25th Street and West Chandler Road. APPROVAL also based on the installation of a fence on the south side of the development along the north side of Albert Street.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Small Subdivision Plat received September 15, 2020
4. Site Plan received September 15, 2020
5. Landscape Plan received September 15, 2020
6. Letter from Laura Wyman received September 22, 2020

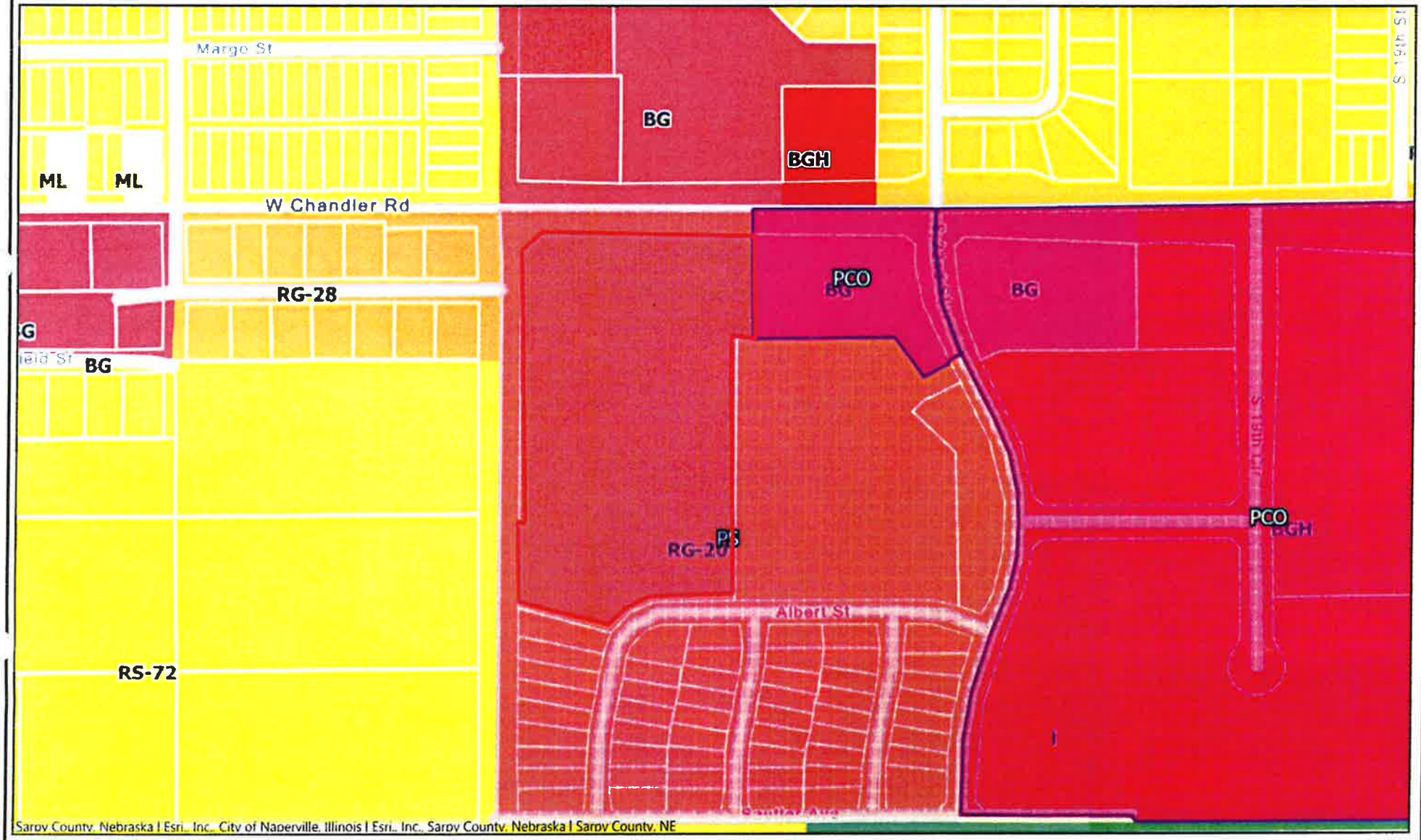
VII. COPIES OF REPORT TO:

1. Carlson Consulting Engineers, Inc
2. Rural Housing Developers – Nebraska, LLC
3. Public Upon Request

Angela M. Curry 9/30/20
Prepared by:

Tamara L Palm 09/30/2020
Planning Manager Date of Report

SARPY COUNTY
NEBRASKA



0 400 800 ft

Map Scale 1: 4514

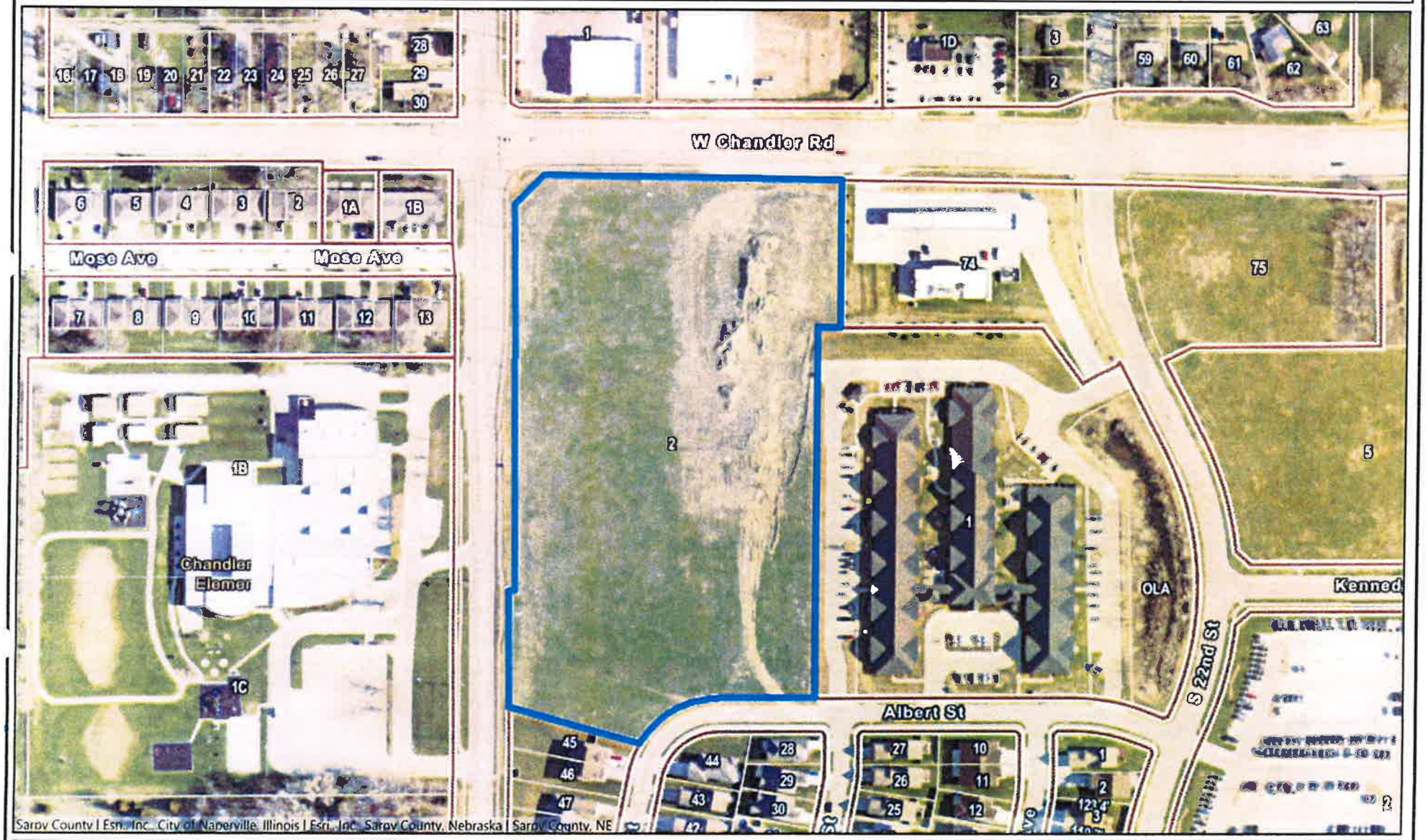
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Notes

SARPY COUNTY
NEBRASKA

GIS



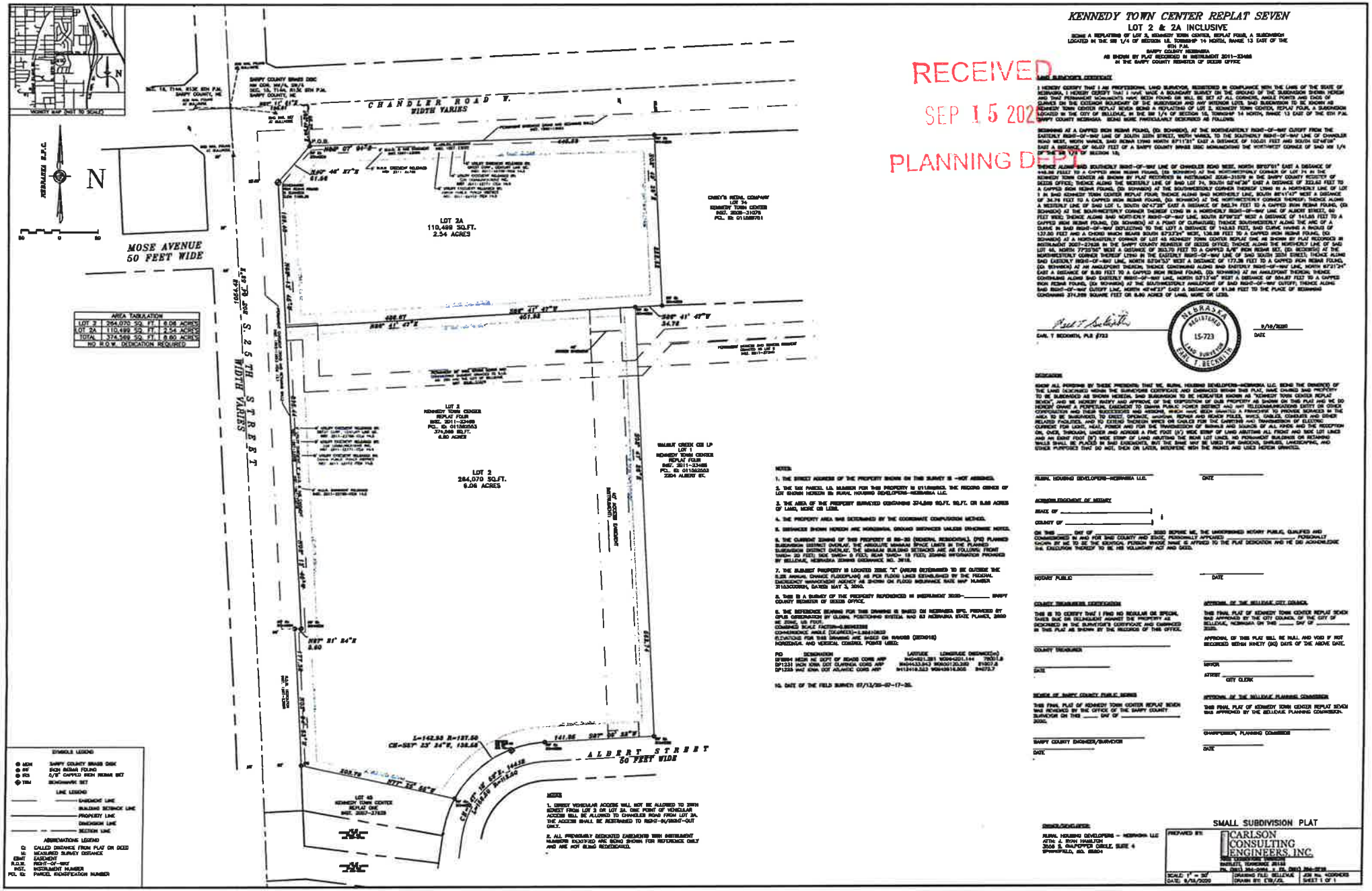
0 250 500 ft

Map Scale 1: 3185



Notes

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KENNEDY TOWN CENTER REPLAT SEVEN

LOT 2 & 2A INCLUSIVE

BEING A REPLATTING OF LOT 2, KENNEDY TOWN CENTER, REPLAT FOUR, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M.
SARPY COUNTY, NEBRASKA
AS SHOWN BY PLAT RECORDED IN INSTRUMENT 2011-33488 IN THE SARPY COUNTY REGISTER OF DEEDS OFFICE

RECEIVED
SEP 15 2020
PLANNING DEPT

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROFESSIONAL LAND SURVEYOR, REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA, I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY ON THE GROUND OF THE SUBDIVISION SHOWN HEREON AND THAT PERMANENT MONUMENTS HAVE BEEN FOUND OR WILL BE SET AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE EXTERIOR BOUNDARY OF THE SUBDIVISION AND ANY INTERIOR LOTS, SAID SUBDIVISION TO BE KNOWN AS KENNEDY TOWN CENTER REPLAT SEVEN BEING A REPLATTING OF LOT 2, KENNEDY TOWN CENTER, REPLAT FOUR, A SUBDIVISION LOCATED IN THE CITY OF BELLEVUE, IN THE SW 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED IRON REBAR FOUND, (ID: B2146825), AT THE NORTHEASTERLY RIGHT-OF-WAY CUTOFF FROM THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH 25TH STREET, WIDTH VARIES, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CHANDLER ROAD WEST, WIDTH VARIES, SAID REBAR LYING NORTH 87°11'51" EAST A DISTANCE OF 100.01 FEET AND SOUTH 02°48'09" EAST A DISTANCE OF 50.01 FEET OF A SARPY COUNTY BRASS DISC MONUMENTING THE NORTHWEST CORNER OF SAID NW 1/4 OF THE SW 1/4 OF SECTION 18;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CHANDLER ROAD WEST, NORTH 89°07'51" EAST A DISTANCE OF 448.86 FEET TO A CAPPED IRON REBAR FOUND, (ID: B2146824), AT THE NORTHWESTERLY CORNER OF LOT 74 IN THE KENNEDY TOWN CENTER AS SHOWN BY PLAT RECORDED IN INSTRUMENT 2020-31078 IN THE SARPY COUNTY REGISTER OF DEEDS OFFICE; THENCE ALONG THE WESTERLY LINE OF SAID LOT 74, SOUTH 02°48'26" EAST A DISTANCE OF 222.63 FEET TO A CAPPED IRON REBAR FOUND, (ID: B2146823) AT THE SOUTHWESTERLY CORNER THEREOF LYING IN A NORTHERLY LINE OF LOT 1 IN SAID KENNEDY TOWN CENTER REPLAT FOUR; THENCE ALONG SAID NORTHERLY LINE, SOUTH 86°41'47" WEST A DISTANCE OF 34.76 FEET TO A CAPPED IRON REBAR FOUND, (ID: B2146824) AT THE NORTHWESTERLY CORNER THEREOF; THENCE ALONG A WESTERLY LINE OF SAID LOT 1, SOUTH 04°47'26" EAST A DISTANCE OF 340.74 FEET TO A CAPPED IRON REBAR FOUND, (ID: B2146825) AT THE SOUTHWESTERLY CORNER THEREOF LYING IN A NORTHERLY RIGHT-OF-WAY LINE OF ALBERT STREET, 50 FEET WIDE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, SOUTH 87°09'22" WEST A DISTANCE OF 141.85 FEET TO A CAPPED IRON REBAR FOUND, (ID: B2146822) AT A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE IN SAID RIGHT-OF-WAY DEFLECTING TO THE LEFT A DISTANCE OF 143.83 FEET, SAID CURVE HAVING A RADIUS OF 137.50 FEET AND A CHORD BEARING SOUTH 57°37'24" WEST, 136.98 FEET TO A CAPPED IRON REBAR FOUND, (ID: B2146821) AT A NORTHEASTERLY CORNER OF LOT 45 KENNEDY TOWN CENTER REPLAT ONE AS SHOWN BY PLAT RECORDED IN INSTRUMENT 2007-37828 IN THE SARPY COUNTY REGISTER OF DEEDS OFFICE; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 45, NORTH 77°22'02" WEST A DISTANCE OF 353.70 FEET TO A CAPPED 3/4" IRON REBAR SET, (ID: B2146820) AT THE NORTHWESTERLY CORNER THEREOF LYING IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH 25TH STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 13°04'53" WEST A DISTANCE OF 177.28 FEET TO A CAPPED IRON REBAR FOUND, (ID: B2146819) AT AN ANGLEPOINT THEREIN; THENCE CONTINUING ALONG AND EASTERLY RIGHT-OF-WAY LINE, NORTH 67°21'24" EAST A DISTANCE OF 8.89 FEET TO A CAPPED IRON REBAR FOUND, (ID: B2146818) AT AN ANGLEPOINT THEREIN; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 02°13'46" WEST A DISTANCE OF 164.87 FEET TO A CAPPED IRON REBAR FOUND, (ID: B2146817) AT THE SOUTHWESTERLY ANGLEPOINT OF SAID RIGHT-OF-WAY CUTOFF; THENCE ALONG SAID RIGHT-OF-WAY CUTOFF LINE, NORTH 42°46'23" EAST A DISTANCE OF 61.36 FEET TO THE PLACE OF BEGINNING CONTAINING 374,569 SQUARE FEET OR 8.60 ACRES OF LAND, MORE OR LESS.

EARL T. BECKWITH, PLS #723

NEBRASKA REGISTERED LAND SURVEYOR 15-723 EARL T. BECKWITH

9/10/2020
DATE

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, RURAL HOUSING DEVELOPERS–NEBRASKA LLC, BEING THE OWNER(S) OF THE LAND DESCRIBED WITHIN THE SURVEYORS CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID PROPERTY TO BE SUBDIVIDED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "KENNEDY TOWN CENTER REPLAT SEVEN," AND WE HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT AND WE DO HEREBY GRANT A PERPETUAL EASEMENT TO OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION AND THEIR SUCCESSORS AND ASSIGNS, WHICH HAVE BEEN GRANTED A FRANCHISE TO PROVIDE SERVICES IN THE AREA TO BE SUBDIVIDED, TO DIRECT, OPERATE, MAINTAIN, RENEW AND REMOVE POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND SYSTEMS FOR DISTRIBUTION SERVICES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, POWER AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE FOOT (5') WIDE STRIP OF LAND ADJOINT ALL FRONT AND SIDE LOT LINES AND AN EIGHT FOOT (8') WIDE STRIP OF LAND ADJOINT THE REAR LOT LINES. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENTS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT, SHOW OR LATER, INTERFERE WITH THE RIGHTS AND USES HEREIN GRANTED.

RURAL HOUSING DEVELOPERS–NEBRASKA LLC. DATE

ACKNOWLEDGEMENT OF NOTARY

STATE OF _____
COUNTY OF _____

ON THIS ____ DAY OF _____, 2020 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS AFFIXED TO THE PLAT DEDICATION AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

NOTARY PUBLIC DATE

COUNTY TREASURER'S CERTIFICATION

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

COUNTY TREASURER

DATE

APPROVAL OF THE BELLEVUE CITY COUNCIL

THIS FINAL PLAT OF KENNEDY TOWN CENTER REPLAT SEVEN WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA ON THIS ____ DAY OF _____, 2020.

APPROVAL OF THIS PLAT WILL BE NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

MAYOR

ATTEST
CITY CLERK

BOARD OF SARPY COUNTY PUBLIC WORKS

THIS FINAL PLAT OF KENNEDY TOWN CENTER REPLAT SEVEN WAS REVIEWED BY THE OFFICE OF THE SARPY COUNTY SURVEYOR ON THIS ____ DAY OF _____, 2020.

SARPY COUNTY ENGINEER/SURVEYOR

DATE

APPROVAL OF THE BELLEVUE PLANNING COMMISSION

THIS FINAL PLAT OF KENNEDY TOWN CENTER REPLAT SEVEN WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION.

CHAIRPERSON, PLANNING COMMISSION

DATE

DEVELOPER/OWNER:

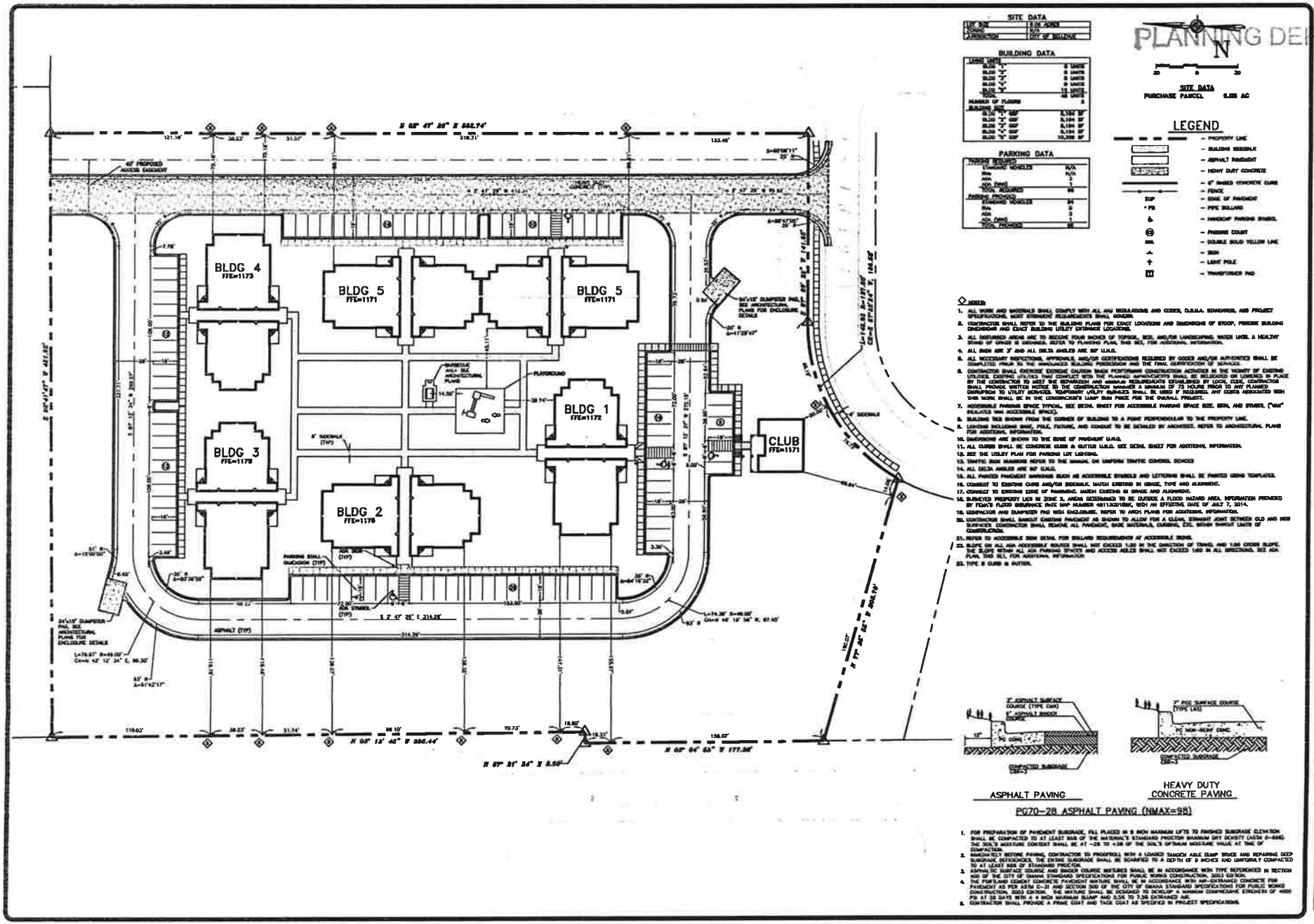
RURAL HOUSING DEVELOPERS – NEBRASKA LLC
ATTN: J. RYAN HAMILTON
2508 S. GILLESPIE CIRCLE, SUITE 4
SPRINGFIELD, MO. 65804

SMALL SUBDIVISION PLAT

PREPARED BY:
CARLSON CONSULTING ENGINEERS, INC.
7602 CENTENNIAL ROAD
OMAHA, NEBRASKA 68128
PH. (402) 896-0096 • FX. (402) 896-0198

SCALE: 1" = 30'
DATE: 8/10/2020
DRAWING FILE: BELLEVUE
DRAWN BY: EB/JS
JOB No. 4209WEB
SHEET 1 OF 1

RECEIVED
SEP 15 2020
PLANNING DEPT



SITE DATA

LOT SIZE	8.06 ACRES
ZONING	N/A
JURISDICTION	CITY OF BELLEVUE

BUILDING DATA

LAND USES	
BLDG 1	8 UNITS
BLDG 2	8 UNITS
BLDG 3	8 UNITS
BLDG 4	8 UNITS
BLDG 5	8 UNITS
BLDG 5	8 UNITS
BLDG 5	32 UNITS
TOTAL	48 UNITS
NUMBER OF FLOORS	3
BUILDING SIZE	
BLDG 1 - 1ST	3,184 SF
BLDG 1 - 2ND	3,184 SF
BLDG 1 - 3RD	3,184 SF
BLDG 1 - TOT	9,552 SF
BLDG 2 - 1ST	3,184 SF
BLDG 2 - 2ND	3,184 SF
BLDG 2 - 3RD	3,184 SF
BLDG 2 - TOT	9,552 SF
BLDG 3 - 1ST	3,184 SF
BLDG 3 - 2ND	3,184 SF
BLDG 3 - 3RD	3,184 SF
BLDG 3 - TOT	9,552 SF
BLDG 4 - 1ST	3,184 SF
BLDG 4 - 2ND	3,184 SF
BLDG 4 - 3RD	3,184 SF
BLDG 4 - TOT	9,552 SF
BLDG 5 - 1ST	3,184 SF
BLDG 5 - 2ND	3,184 SF
BLDG 5 - 3RD	3,184 SF
BLDG 5 - TOT	9,552 SF
BLDG 5 - 1ST	3,184 SF
BLDG 5 - 2ND	3,184 SF
BLDG 5 - 3RD	3,184 SF
BLDG 5 - TOT	9,552 SF
CLUB - 1ST	3,184 SF
CLUB - 2ND	3,184 SF
CLUB - 3RD	3,184 SF
CLUB - TOT	9,552 SF
TOTAL	76,416 SF

PARKING DATA

PARKING REQUIRED	
STANDARD VEHICLES	N/A
Bike	N/A
ADA	3
ADA Cars	3
TOTAL REQUIRED	66
PARKING PROVIDED	
STANDARD VEHICLES	54
Bike	0
ADA	3
ADA Cars	3
TOTAL PROVIDED	66

N

SITE DATA
PURCHASE PARCEL 8.055 AC

LEGEND

- PROPERTY LINE
- BUILDING SIDEWALK
- ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE
- 6" RAISED CONCRETE CURB
- FENCE
- EDGE OF PAVEMENT
- PIPE BOLLARD
- HANDICAP PARKING SYMBOL
- PARKING COUNT
- DOUBLE SOLID YELLOW LINE
- SIGN
- LIGHT POLE
- TRANSFORMER PAD

NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL ANI REGULATIONS AND CODES, O.S.H.A. STANDARDS, AND PROJECT SPECIFICATIONS. IN CASE OF CONFLICT, THE MORE STRINGENT REQUIREMENTS SHALL GOVERN.
2. CONTRACTOR SHALL REFER TO THE BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF STOOP, PERIODIC BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SOD, AND/OR LANDSCAPING, WATER UNTIL A HEALTHY STAND OF GRASS IS ESTABLISH. REFER TO PLANTING PLAN, THIS SET, FOR ADDITIONAL INFORMATION.
4. ALL RADII ARE 3' AND ALL DELTA ANGLES ARE 90° U.N.O.
5. ALL NECESSARY INSPECTIONS, APPROVALS, AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR AUTHORITIES SHALL BE COMPLETED PRIOR TO THE ISSUANCE BUILDING POSSESSION AND THE FINAL CERTIFICATION OF SERVICES.
6. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN PERFORMING CONSTRUCTION ACTIVITIES IN THE VICINITY OF EXISTING UTILITIES. EXISTING UTILITIES SHOWN IN CONFLICT WITH THE PLANNED IMPROVEMENTS SHALL BE RELOCATED OR LOWERED IN PLACE BY THE CONTRACTOR TO MEET THE SEPARATION AND MINIMUM REQUIREMENTS ESTABLISHED BY LOCAL CODE. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER A MINIMUM OF 72 HOURS PRIOR TO ANY PLANNED DISRUPTION TO UTILITY SERVICES. TEMPORARY UTILITY SURFACES SHALL BE USED IF REQUIRED. ANY COSTS ASSOCIATED WITH THE WORK SHALL BE IN THE CONTRACTOR'S LUMP SUM PRICE FOR THE OVERALL PROJECT.
7. ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN, AND STRIPE. ("VAN" INDICATES VAN ACCESSIBLE SPACE).
8. BUILDING TIES SHOWN FROM THE CORNER OF BUILDING TO A POINT PERPENDICULAR TO THE PROPERTY LINE.
9. LIGHTING INCLUDING BASE, POLE, FIXTURE, AND CONDUIT TO BE DETAILED BY ARCHITECT. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
10. DIMENSIONS ARE SHOWN TO THE BACK OF PAVEMENT U.N.O.
11. ALL CURBS SHALL BE CONCRETE CURB & GUTTER U.N.O. SEE DETAIL SHEET FOR ADDITIONAL INFORMATION.
12. SEE THE UTILITY PLAN FOR PARKING LOT LIGHTING.
13. TRAFFIC SIGN NUMBERS REFER TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
14. ALL DELTA ANGLES ARE 90° U.N.O.
15. ALL PAINTED PAVEMENT MARKINGS SUCH AS ACCESSIBLE SYMBOLS AND LETTERING SHALL BE PAINTED USING TEMPLATES.
16. CONNECT TO EXISTING CURB AND/OR SIDEWALK. MATCH EXISTING IN GRADE, TYPE AND ALIGNMENT.
17. CONNECT TO EXISTING EDGE OF PAVEMENT. MATCH EXISTING IN GRADE AND ALIGNMENT.
18. SURVEYED PROPERTY LIES IN ZONE X, AREAS DETERMINED TO BE OUTSIDE A FLOOD HAZARD AREA. INFORMATION PROVIDED BY FEMA'S FLOOD INSURANCE RATE MAP NUMBER 4811320018H, WITH AN EFFECTIVE DATE OF JULY 7, 2014.
19. COMPACTOR AND DUMPSTER PAD WITH ENCLOSURE. REFER TO ARCH PLANS FOR ADDITIONAL INFORMATION.
20. CONTRACTOR SHALL SAWCUT EXISTING PAVEMENT AS SHOWN TO ALLOW FOR A CLEAN, STRAIGHT JOINT BETWEEN OLD AND NEW SURFACES. CONTRACTOR SHALL REMOVE ALL PAVEMENT, BASE MATERIALS, CURBING, ETC. BEYOND SAWCUT LIMITS OF CONSTRUCTION.
21. REFER TO ACCESSIBLE SIGN DETAIL FOR BOLLARD REQUIREMENTS AT ACCESSIBLE SIGNS.
22. SLOPE ON ALL ADA ACCESSIBLE ROUTES SHALL NOT EXCEED 1:20 IN THE DIRECTION OF TRAVEL AND 1:50 CROSS SLOPE. THE SLOPE WITHIN ALL ADA PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 1:50 IN ALL DIRECTIONS. SEE ADA PLAN THIS SET, FOR ADDITIONAL INFORMATION.
23. TYPE 2 CURB & GUTTER.

ASPHALT PAVING

HEAVY DUTY CONCRETE PAVING

PG70-28 ASPHALT PAVING (NMAX=98)

1. FOR PREPARATION OF PAVEMENT SUBGRADE, FILL PLACED IN 8 INCH MAXIMUM LIFTS TO FINISHED SUBGRADE ELEVATION SHALL BE COMPACTED TO AT LEAST 95% OF THE MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-698). THE SOIL'S MOISTURE CONTENT SHALL BE AT -2% TO +3% OF THE SOIL'S OPTIMUM MOISTURE VALUE AT TIME OF COMPACTION.
2. IMMEDIATELY BEFORE PAVING, CONTRACTOR TO PROOFROLL WITH A LOADED TANDEM AXLE DUMP TRUCK AND REPAIRING DEEP SUBGRADE DEFICIENCIES. THE ENTIRE SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES AND UNIFORMLY COMPACTED TO AT LEAST 95% OF STANDARD PROCTOR.
3. ASPHALTIC SURFACE COURSE AND BINDER COURSE MIXTURES SHALL BE IN ACCORDANCE WITH TYPE REFERENCED IN SECTION 400 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003 EDITION.
4. THE PORTLAND CEMENT CONCRETE PAVEMENT MIXTURE SHALL BE IN ACCORDANCE WITH AIR-ENTRAINED CONCRETE FOR PAVEMENT AS PER ASTM C-31 AND SECTION 500 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003 EDITION. THE MIXTURE SHALL BE DESIGNED TO DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS WITH A 4 INCH MAXIMUM SLUMP AND 5.5% TO 7.5% ENTRAINED AIR.
5. CONTRACTOR SHALL PROVIDE A PRIME COAT AND TACK COAT AS SPECIFIED IN PROJECT SPECIFICATIONS.

REVISIONS

NO	

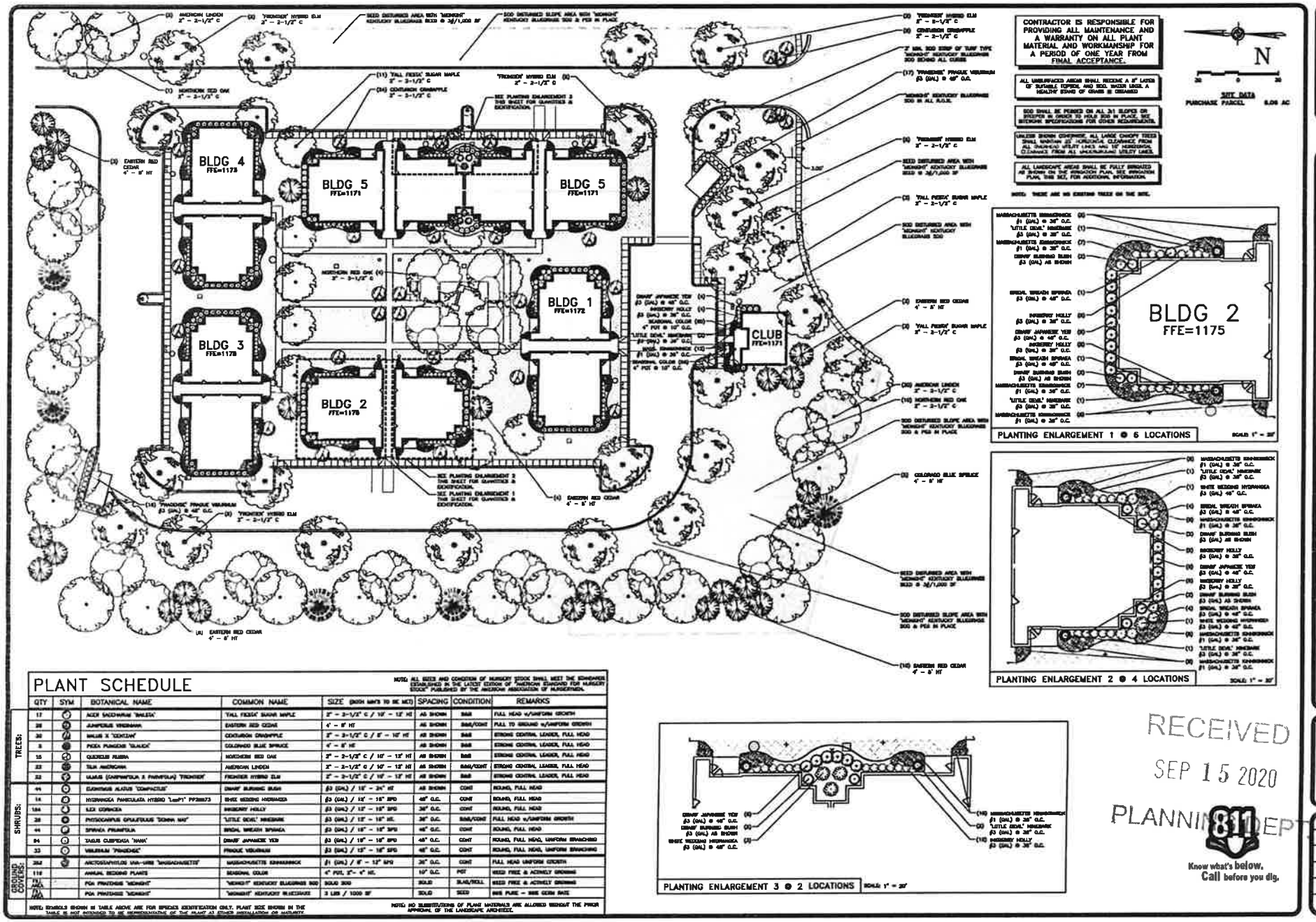
NOT FOR CONSTRUCTION

Trinity Housing Development, LLC
3004 S. OLD PEPPER CIRCLE, SUITE 4
SPRINGFIELD, MO 65804
PH: (417) 882-1701

DEER CREEK VILLAGE
SITE PLAN
BELLEVUE, NEBRASKA

CARLSON CONSULTING ENGINEERS, INC.
Springfield, MO 65810
Phone: (417) 882-5700
Fax: (417) 882-5710

DRAWN	AAS
CHECKED	DLC
DATE	8/21/20
SCALE	1"=30'
JOB No.	N/A
SHEET	11 OF 24 SHEETS



PLANT SCHEDULE

NOTE: ALL SIZES AND CONDITION OF NURSERY STOCK SHALL MEET THE STANDARDS ESTABLISHED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.

	QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE (BASIS WAY'S TO BE MET)	SPACING	CONDITION	REMARKS
TREES:	17		ACER SACCHARUM "BAILESS"	"FALL FIESTA" SUGAR MAPLE	2" - 2-1/2" C / 10' - 12' HT	AS SHOWN	B&B	FULL HEAD w/UNIFORM GROWTH
	28		JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	4' - 8' HT	AS SHOWN	B&B/CONT	FULL TO GROUND w/UNIFORM GROWTH
	30		MALUS X "CENTZAM"	CENTURION CRABAPPLE	2" - 2-1/2" C / 8' - 10' HT	AS SHOWN	B&B	STRONG CENTRAL LEADER, FULL HEAD
	8		PICEA PUNGENS "GLAUCA"	COLORADO BLUE SPRUCE	4' - 8' HT	AS SHOWN	B&B	STRONG CENTRAL LEADER, FULL HEAD
	15		QUERCUS RUBRA	NORTHERN RED OAK	2" - 2-1/2" C / 10' - 12' HT	AS SHOWN	B&B	STRONG CENTRAL LEADER, FULL HEAD
	22		TILIA AMERICANA	AMERICAN LINDEN	2" - 2-1/2" C / 10' - 12' HT	AS SHOWN	B&B/CONT	STRONG CENTRAL LEADER, FULL HEAD
	32		ULMUS (CARPINIFOLIA X PARVIFOLIA) "FRONTIER"	FRONTIER HYBRID ELM	2" - 2-1/2" C / 10' - 12' HT	AS SHOWN	B&B	STRONG CENTRAL LEADER, FULL HEAD
SHRUBS:	44		EUONYMUS ALATUS "COMPACTUS"	DWARF BURNING BUSH	#3 (GAL) / 15" - 24" HT	AS SHOWN	CONT	ROUND, FULL HEAD
	16		HYDRANGEA PANICULATA HYSBSO "LIMPI" PP28873	SHEE WEEDING HYDRANGEA	#3 (GAL) / 12" - 15" SPD	48" O.C.	CONT	ROUND, FULL HEAD
	184		ILEX CORNUTA	MISERRY HOLLY	#3 (GAL) / 12" - 15" SPD	36" O.C.	CONT	ROUND, FULL HEAD
	28		PHYSOCARPUS OPULIFOLIUS "DONNA MAY"	"LITTLE DEVIL" NINEBARK	#3 (GAL) / 12" - 15" HT.	36" O.C.	B&B/CONT	FULL HEAD w/UNIFORM GROWTH
	44		SPIRAEA PRUNIFOLIA	BRIDAL WREATH SPIRAEA	#3 (GAL) / 15" - 12" SPD	48" O.C.	CONT	ROUND, FULL HEAD
	84		TAXUS CUSPIDATA "HANK"	DWARF JAPANESE YEW	#3 (GAL) / 15" - 18" SPD	48" O.C.	CONT	ROUND, FULL HEAD, UNIFORM BRANCHING
	33		VIBURNUM "PRAGUE"	PRAGUE VIBURNUM	#3 (GAL) / 12" - 18" SPD	48" O.C.	CONT	ROUND, FULL HEAD, UNIFORM BRANCHING
GROUND COVERS:	262		ARCTOSTAPHYLOS UVA-URSI "MASSACHUSETTS"	MASSACHUSETTS KINNIKINNICK	#1 (GAL) / 12" - 15" SPD	36" O.C.	CONT	FULL HEAD UNIFORM GROWTH
	110		ANNUAL BEDDING PLANTS	SEASONAL COLOR	4" POT, 3"- 4" HT.	10" O.C.	POT	SEED FREE & ACTIVELY GROWING
	1		POA PRATENSIS "MONARCH"	"MONARCH" KENTUCKY BLUEGRASS SOD	SOLID SOD	SOLID	SLAB/ROLL	SEED FREE & ACTIVELY GROWING
	1		POA PRATENSIS "MONARCH"	"MONARCH" KENTUCKY BLUEGRASS	3 LBS / 1000 SF	SOLID	SEED	99% PURE — 85% GERM RATE

NOTE: SYMBOLS SHOWN IN TABLE ABOVE ARE FOR SPECIES IDENTIFICATION ONLY. PLANT SIZE SHOWN IN THE TABLE IS NOT INTENDED TO BE REPRESENTATIVE OF THE PLANT AT OTHER INSTALLATION OR MATURITY.

NOTE: NO SUBSTITUTIONS OF PLANT MATERIALS ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.

RECEIVED
SEP 15 2020
PLANNING DEP

811
Know what's below.
Call before you dig.

REVISIONS
NO

NOT FOR CONSTRUCTION

Trinity Housing Development, LLC
3006 S. CLAIRMONT CIRCLE, SUITE 4
BELLEVUE, NE 68123
PH. (417) 882-1701

DEER CREEK VILLAGE
PLANTING PLAN
BELLEVUE, NEBRASKA

CARLSON CONSULTING ENGINEERS, INC.
11644 Langdon Commons
Omaha, Nebraska 68164
Phone (402) 384-8484
Fax (402) 384-8710

DRAWN	MS
CHECKED	DLC
DATE	8/21/20
SCALE	1"=30'
JOB No.	N/A
SHEET	14 OF 24 SHEETS

PLANTING NOTES

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITY STRUCTURES, BUT NOT LIMITED TO, THOSE LOCATED AS A RESULT OF HIS UNNECESSARY NEGLIGENCE. ALL REPAIRS SHALL BE TO OWNER'S SATISFACTION, AT NO ADDITIONAL COST. NO PLANTING SHALL BE INSTALLED IN CONFLICT WITH UTILITIES.
2. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON THE BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES ON THE PROJECT SITE AND ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SITE CONDITIONS PRIOR TO PROCEEDING. IF UNFAVORABLE PLANTING SITE CONDITIONS EXIST, THE CONTRACTOR IS TO STOP WORK AND CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY.
4. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
5. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
6. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
7. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
8. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
9. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TWO (2) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
10. ALL LANDSCAPED AREAS SHALL BE SPRAYED WITH ROUNDUP 4 WEEKS PRIOR TO INSTALLATION OF LANDSCAPING. THE EXISTING MATERIAL SHALL BE REMOVED BEFORE ANY INSTALLATION OF PLANT MATERIAL OR SEED.
11. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION. IF PLANT MATERIAL IS INSTALLED PRIOR TO LOCATION APPROVAL, THE CONTRACTOR MAY BE REQUIRED TO RELOCATE MATERIAL AT HIS OWN EXPENSE.
12. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
13. ALL NEW TREES SHALL HAVE "MYCOR TREE SAVER" OR EQUAL MYCORRHIZAL FUNGAL TREATMENT INSTALLED AT RATE RECOMMENDED BY MANUFACTURER AT THE TIME OF INSTALLATION.
14. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
15. ALL SHRUB BED AREAS SHALL RECEIVE A MIN OF 5" OF PLANTING BED MIX AS SPECIFIED IN PLANTING BED PREP DETAIL.
16. ALL BED AREAS SHALL BE SHAPED A MINIMUM OF 5" TO PROMOTE GOOD BED DRAINAGE (AFTER GENTLE TOPSOIL SHAPING). SEED WILL BE MOUNDED FROM BEDS TO CENTER, PROMOTING GOOD DRAINAGE.
17. ALL CONSTRUCTION AREAS TO RECEIVE TURFGRASS SHALL RECEIVE A 4" MIN DEPTH OF SUITABLE TOPSOIL. SEE PER DETAILS AND SPECIFICATIONS. RESULTS OF TOPSOIL ANALYSES ARE TO BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR THE APPROVAL PRIOR TO ANY TURFGRASS OPERATIONS TAKING PLACE.
18. PRIOR TO PLANTING OR SEEDING, MULTIPLE REPRESENTATIVE SAMPLES OF THE TOPSOIL SHALL BE TAKEN AND SENT TO THE STATE EXTENSION AGENCY FOR ANALYSIS. FERTILIZE SUITABLE TOPSOIL IN TURFGRASS AREAS AS PER EXTENSION SERVICE'S RECOMMENDATIONS FOR TURFGRASS SPECIES SPECIFIED ON PLANS. THE PLANTING BED MIX TO BE USED IN SHRUB PLANTING BEDS IS TO BE FERTILIZED AS PER EXTENSION SERVICE'S RECOMMENDATIONS FOR ORNAMENTAL PLANTINGS.
19. ALL PLANTING BEDS SHALL HAVE "SURFLAN" OR EQUAL PRE-EMERGENT HERBICIDE BROADCAST AS RATE RECOMMENDED BY MANUFACTURER'S.
20. PLANTING OPERATIONS SHOULD ONLY TAKE PLACE DURING SUITABLE WEATHER CONDITIONS. PLANTS ARE NOT TO BE INSTALLED WHEN THE SOIL IS EITHER HIGHLY SATURATED OR FROZEN.
21. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES PRIOR TO TOTAL ACCEPTANCE OF THE PROJECT SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
22. DURING THE GROWING SEASON ALL ANNUALS SHALL REMAIN IN A HEALTHY, VIABLE CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
23. ALL SEEDED AREAS, SHRUB, GROUND COVER AND SEASONAL COLOR ANNUAL PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH SHREDDED HARDWOOD MULCH AND SHALL MAINTAIN A MINIMUM LAYER OF (4") FOUR INCHES IN DEPTH AFTER SETTLING.
24. THERE IS NO SEPARATE PAY ITEM FOR EDGING OUT SHRUB BEDS OR TREE SAUCERS WITH SHREDDED HARDWOOD MULCH, IT SHALL BE INCLUDED WITH THE COST OF ALL PLANT MATERIALS.
25. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK. ALL PLANT MATERIALS QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
26. ALL DISTURBED AREAS ARE TO RECEIVE A 4" LAYER OF SUITABLE TOPSOIL AND HYDROSEED AND/OR SOD (WHERE SHOWN), WATER UNTIL A HEALTHY STAND OF GRASS IS obtained. THIS IS EXCLUSIVE OF ALL LANDSCAPED ISLANDS AND ENTRANCE AREAS.
27. ALL PLANT MATERIALS SHALL BE EXAMINED FOR 13 MONTHS BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. PLANTS NOT IN A HEALTHY GROWING CONDITION SHALL BE REMOVED FROM THE SITE AT THE DIRECTION OF THE LANDSCAPE ARCHITECT AND THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS WITH PLANTS ALSO GUARANTEED FOR THE REMAINDER OF THE 13 MONTH WARRANTY.
28. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL GUY WIRES AT THE END OF THE 1 YEAR WARRANTY PERIOD.
29. REFER TO PROJECT SPECIFICATIONS FOR ALL INFORMATION NEEDED FOR IMPLEMENTATION OF PLANTING PLANS.

TREE SIZE/ROOT BALL RELATIONSHIP

ALL SHRUBS SHALL BE LABELED IN PLANT SCHEDULE SHALL BE MEASURED BY CALIPER, HEIGHT, AND ROOT BALL

SHADE AND FLOWERING TREES

CALIPER	HEIGHT TYPE 1	HEIGHT TYPE 2	MINIMUM DIAMETER BALL	BALL DEPTH
INCHES	FEET	FEET	INCHES	INCHES
1"	8'-10"	6'-7"	18"	12"
1-1/2"	10'-12"	8'-10"	24"	16"
2"	11'-13"	9'-11"	30"	18"
2-1/2"	12'-14"	9'-10"	36"	19"
3"	14'-16"	10'-12"	36"	19"
3-1/2"	14'-16"	10'-12"	36"	22"
4"	14'-16"	10'-12"	42"	25"
4-1/2"	14'-16"	10'-12"	48"	28"
5"	16'+	12'+	54"	32"
5-1/2"	16'+	12'+	60"	34"
6"	20'+	14'+	60"	36"
7"	24'+	16'+	72"	42"
8"	28'+	18'+	80"	48"

MEASURED 6" ABOVE GRADE

MEASURED 12" ABOVE GRADE

SOURCE: AMERICAN STANDARD FOR NURSERY STOCK
CALIPER TAKES PRECEDENCE (AND HEIGHT FOR TYPE 1 SHADE TREES). BOTH MINIMUMS MUST BE MET.

TYPE 1 (LARGE SHADE TREES)

ACER RUBRUM	PLATANUS SPP
ACER SACCHARUM	QUERCUS SPP
BETULA SPP	TAXODIUM SPP
GINKGO SPP	TILIA SPP
GLEDITSIA SPP	ZELKOVA SPP

TYPE 2 (MEDIUM/SLOW SHADE TREES)

ACSCULUS SPP	MAGNOLIA GRANDIFLORA
CELTIS SPP	NYSSA SPP
GLADNIETSIA LATEA	OLEA EUROPA
KOELREUTERIA SPP	QUERCUS ALBA
MORUS ALBA 'FRUITLESS'	QUERCUS SPP
LIRIODENDRON SPP	TILIA CORDATA
LIQUIDAMBAR SPP	ULMUS PARVIFOLIA

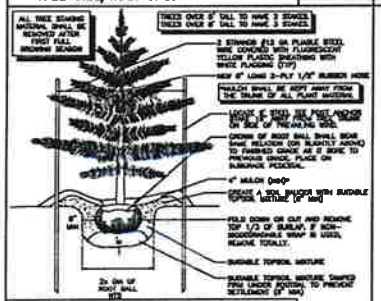
TYPE 3 (SMALL UPRIGHT TREES)

ACER CAMPESTRE	MAGNOLIA VIRGINIANA
AMELANCHIER ARTT	PRUNUS SPP
CARPINUS SPP	PYRUS SPP
CORNUS SPP	STYRAX SPP
CRATAEGUS SPP	SYRINGA RETICULATA
OSTRYA/CARPINUS SPP	

TYPE 4 (SMALL SPREADING TREES)

ACER PALMATUM	
ACER GRISEUM	
CORNUS SPP	
LAGERSTROMIA SPP	
MALUS SPP	
MAGNOLIA STELLATA	
PRUNUS SPP	

EVERGREEN TREE STAKING



SEEDING & SODDING NOTES

SOD:

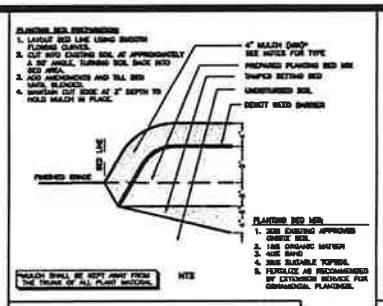
- ALL SEEDED AREAS SHALL BE KENTUCKY BLUEGRASS.
- ALL CURVED SLANDS SHALL BE SODDED UNLESS NOTED OTHERWISE.
- SLOPES GREATER THAN 3:1 SHALL BE PEGGED TO HOLD SOD IN PLACE.
- ALL AREAS TO BE SEEDED SHALL RECEIVE A MINIMUM 4" LAYER OF SUITABLE TOPSOIL THAT MEETS THE CONDITIONS LISTED ABOVE AND THAT HAS BEEN TILLED, FINE GRADED, AND HAS HAD ALL STONES, ROOTS, DEBRIS, ETC REMOVED.
- SOD SHALL BE LAID AS SOON AS IT IS DELIVERED TO PLANTING AREAS. ONLY HEALTHY MOST GREEN SOD SHALL BE LAID. ANY SOD WHICH IS BROWN AND UNDER WATERED IS UNACCEPTABLE. ANY SOD WHICH IS NOT LAID WITHIN 24 HOURS OF DELIVERY SHALL BE UNACCEPTABLE.
- SOD SHALL BE A MINIMUM OF 3/4" THICK, FREE OF WEEDS AND PESTS, AND CUT NO MORE THAN 24 HOURS PRIOR TO PLACING.
- SOD PANELS SHALL BE LAID TIGHTLY TOGETHER AND END JOINTS STAGGERED SO AS TO HAVE A SOLID SODDED AREA.
- ANY JOINTS OR SEAMS THAT MAY EXIST AFTER LAYING SOD SHALL BE FILLED WITH SAND SO AS TO CREATE A SMOOTH AND UNIFORM GRADING SURFACE.
- SOD SHALL BE ROLLED AND TAMPED AT THE TIME OF INSTALLATION TO ENSURE GOOD SOD-SOIL CONTACT AND TO PROVIDE A SMOOTH, UNIFORM PLAYING SURFACE.

SOD SHALL BE PEGGED ON ALL SLOPES IN ORDER TO HOLD SOD IN PLACE. SEE RETAINING SPECIFICATIONS FOR OTHER REQUIREMENTS.

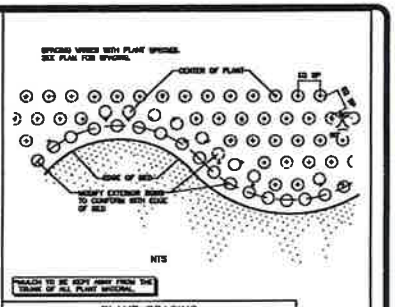
ALL DISTURBED AREAS SHALL RECEIVE A 4" LAYER OF SUITABLE TOPSOIL AND HYDRO-SEED, MULCH, OR SOD (WHERE SHOWN). AREA SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. SOD MAY BE SUBSTITUTED FOR HYDRO-SEED IN TURF GRASS AREAS AT OWNERS, CONTRACTOR'S DISCRETION WITH NO ADDITIONAL COST TO OWNER. SOD TYPE SHALL MATCH PERMANENT SOD TYPE SPECIFIED ON CONSTRUCTION PLANS.

PERMANENT SEEDING SHALL BE APPLIED BASED ON THE TIME OF YEAR AND TEMPERATURE OF SOIL.
SEED AT 2-3 LB / 1000 SQ. FT. WITH A QUALITY STARTER FERTILIZER.
EARLY FALL AND SPRING SEEDING ARE MORE LIKE SPRING / SUMMER PLANTINGS ARE NOT RECOMMENDED IN MORE LOCATIONS.
SEEDED AREAS SHALL BE KEPT MOIST DURING GERMINATION AND EARLY ESTABLISHMENT. GERMINATES IN 14-21 DAYS WITH OPTIMAL SOIL TEMPERATURES, 68 - 80° F.
EXPECT FULL COVERAGE IN 8- 10 WEEKS, MOW LIGHT USE AT 10-12 WEEKS.
FIRST MOWING RECOMMENDED WHEN TURF REACHES APPROXIMATELY 2" IN HEIGHT

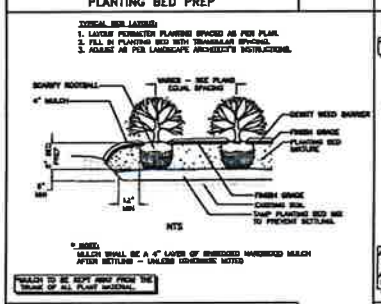
PLANTING BED PREP



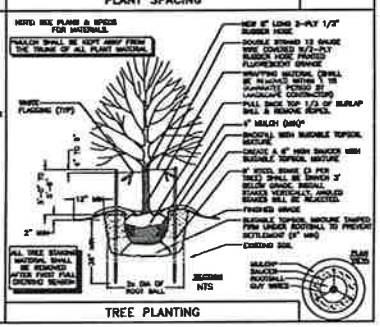
PLANT SPACING



SHRUB AND GROUNDCOVER PLANTINGS



TREE PLANTING



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REVISIONS	
NO	

NOT FOR CONSTRUCTION

Trinity Housing Development, LLC
3330 S. CALHOUN CIRCLE, SUITE 4
SPRINGFIELD, MO 65809
PH. (417) 862-7701

DEER CREEK VILLAGE
PLANTING DETAILS
BELLEVUE, NEBRASKA

CARLSON CONSULTING ENGINEERS, INC.

DRAWN	
MS	
CHECKED	
DLC	
DATE	
9/11/20	
SCALE	
N.T.S.	
JOB No.	
n/a	
SHEET	
15 OF 24 SHEETS	

CARLSON
CONSULTING
ENGINEERS, INC.

September 18, 2020

Tammi Palm
City of Bellevue Planning Department
1510 Wall Street

RE: Rezoning
Southeast Corner of 25th and Chandler

Ms. Palm,

Carlson Consulting Engineers has filed a rezoning application to rezone a portion of Lot 2 of Kennedy Town Center Replat Four to BG-PCO for future commercial use; said portion of Lot 2 being 2.54 acres and bounded by 25th Street on the west, a new convenience store on the east, Chandler Road to the north and the remaining portion of Lot 2 on the south. Said portion is reflected in the small subdivision plat submitted in conjunction with the rezoning application. The remaining portion of Lot 2 to the south is to be developed with an apartment complex. Plans for this apartment complex have been submitted with the small subdivision and rezoning applications. We feel that a commercial rezoning of this property conforms with the surrounding area in that across Chandler is a Family Dollar, a new commercial development under construction and a Terramota Car dealership. Immediately east is a new convenience and further east down Chandler is Chrysler\Dodge\Jeep dealership. The short Chandler corridor between 25th Street and I-75 is trending commercial development.

Sincerely,

Mike Dedman
Carlson Consulting Engineers, Inc.

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7068 Lenglestone Commons • Bartlett, Tennessee 38135 • (901) 384-0401 • (901) 384-0710

Planning Department
City of Bellevue
1510 Wall St

Laura Wyman
7804 S 24th St
September 22, 2020

Ref: Planning application Z-2008-10, S-2008-18

To whom it may concern,

I am writing in opposition to the proposed Deer Creek development at the corner of Chandler St and 25th St. I am a homeowner on the northwest corner of the Kennedy Ridge subdivision, putting this proposed project in my immediate vicinity.

I lived in apartments for years, including right here in Bellevue. I left apartment-living and purchased a house to get away from the noise and constant commotion of apartments. I am sure many others made the same decision. It is very disappointing to think I could find myself in the same circumstance.

This neighborhood is a quiet district with an older demographic. The area as a whole is not a rental/temporary community, but is much stable and permanent. There is even a senior living community adjacent to the lot in question. Multi-family residences are non congruent for this area.

The increase in traffic that this project would bring is very concerning. There is already a high rate of speeding on side streets by drivers avoiding the light at 25th and Chandler. With Walnut Creek senior living center and Chandler View Elementary near the proposed site, the increase in traffic will not only be a nuisance for residents, but also a major safety hazard. In these very uncertain times, I am also concerned about a potentially unfinished, vacated eye sore should finances fail.

When buying my home, Bellevue was first on my list. That was because I knew I would to able to successfully find a quiet, residential neighborhood with the benefits of Sarpy County. I understand the need for growth, but I do ask of you to consider your current residents.

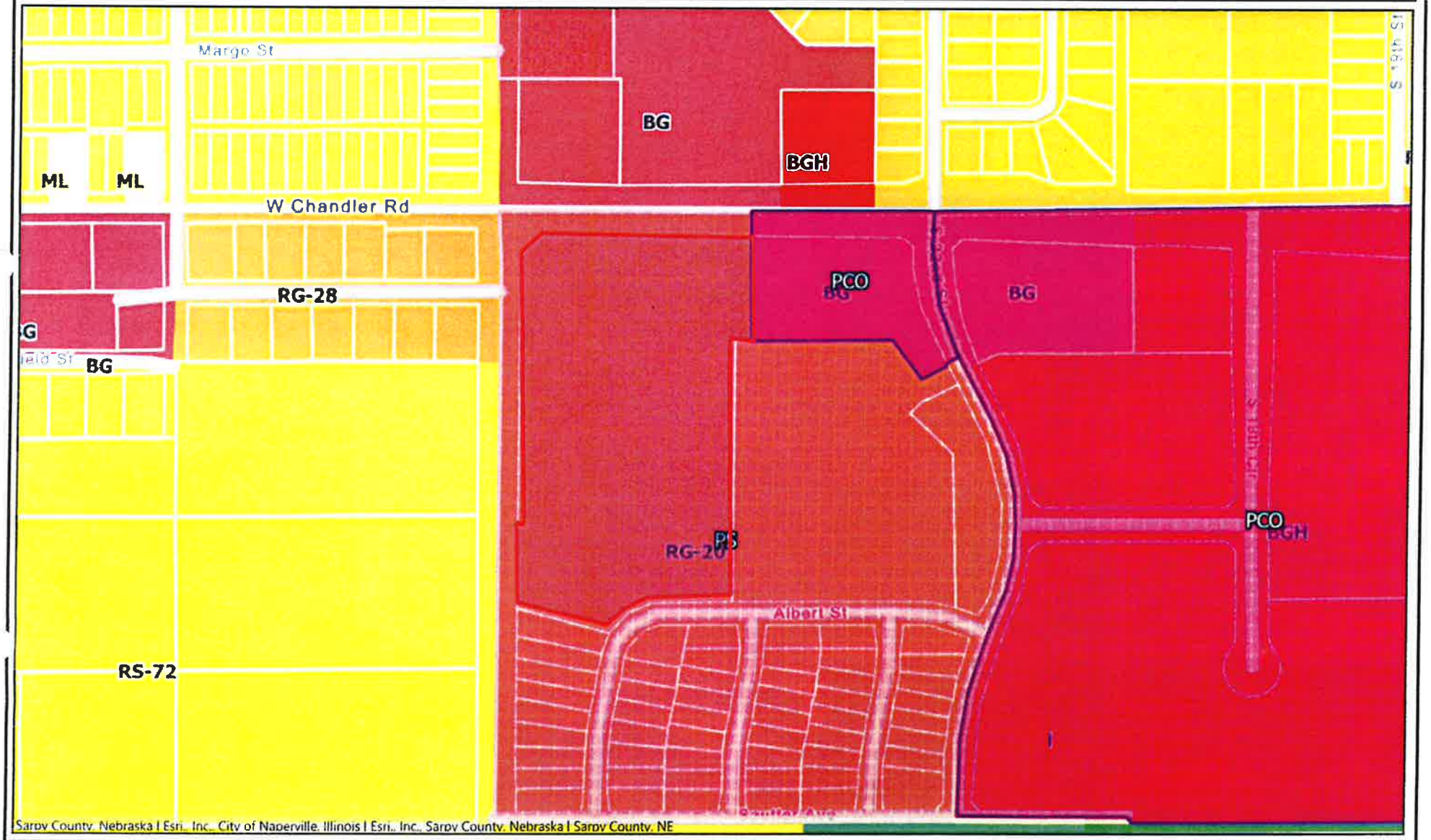
Thank you.

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Sincerely,

Laura Wyman

SARPY COUNTY
NEBRASKA



0 400 800 ft

Map Scale 1: 4514

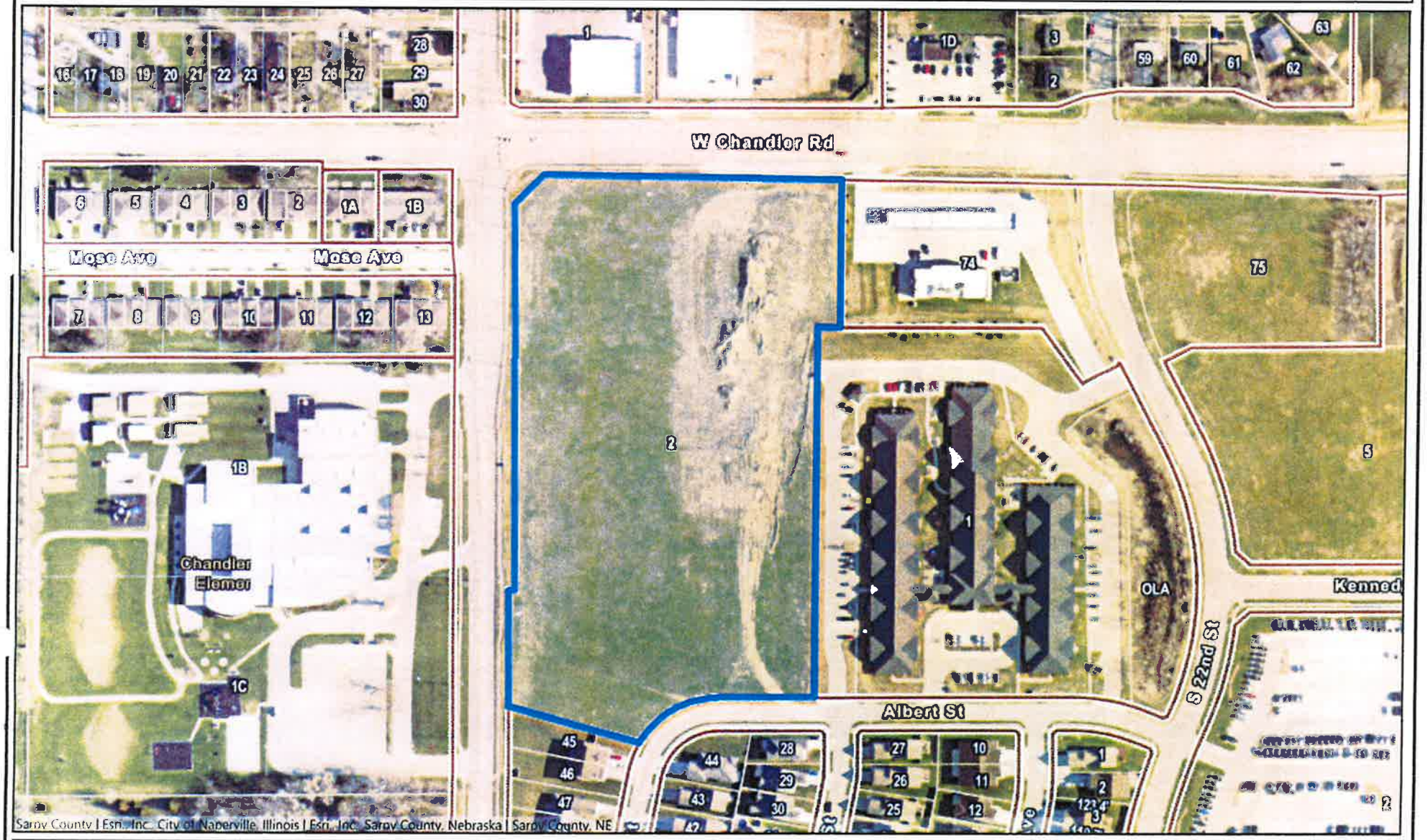
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Notes

SARPY COUNTY
NEBRASKA

GIS



0 250 500 ft

Map Scale 1: 3185



Notes

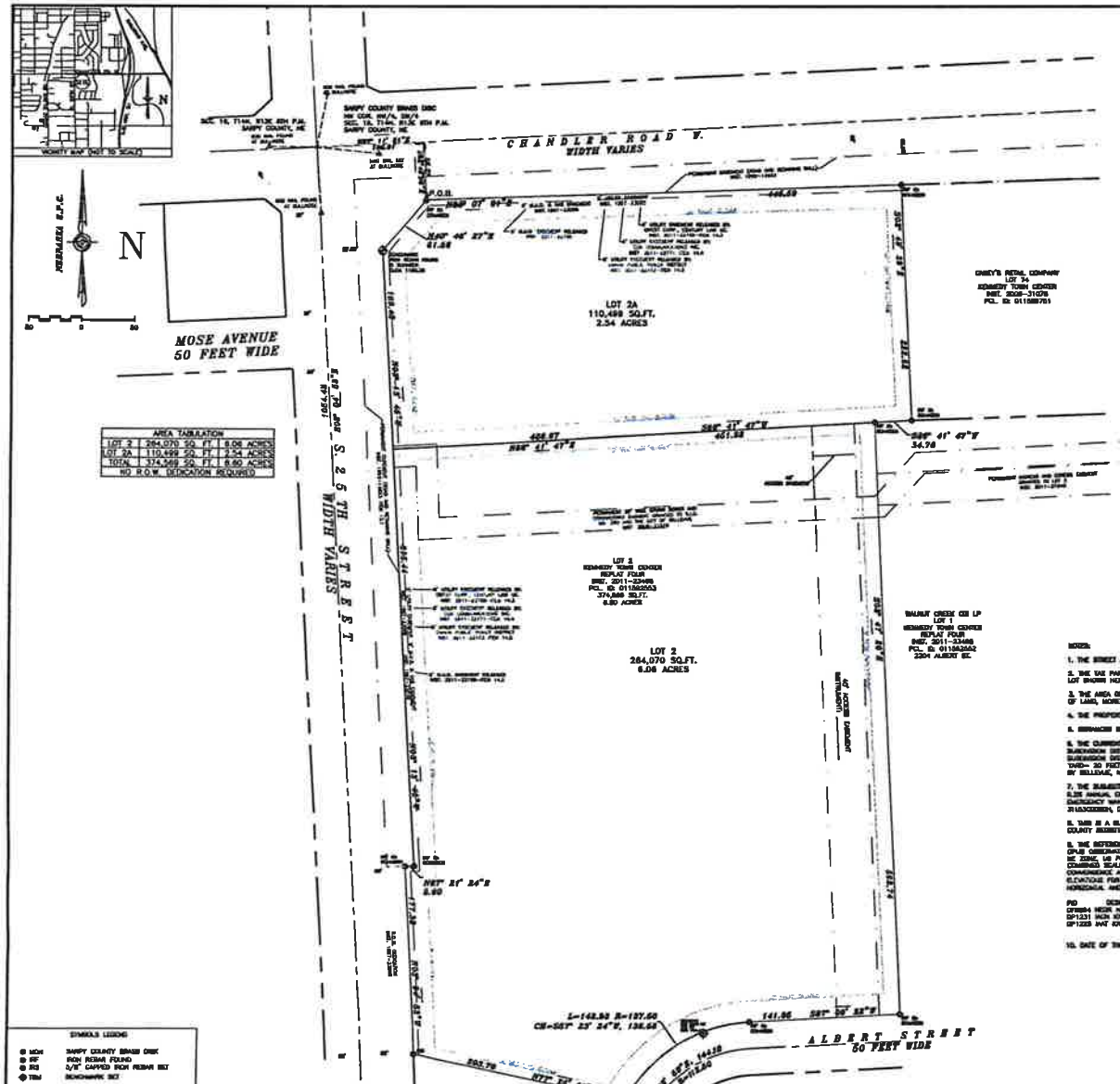
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KENNEDY TOWN CENTER REPLAT SEVEN

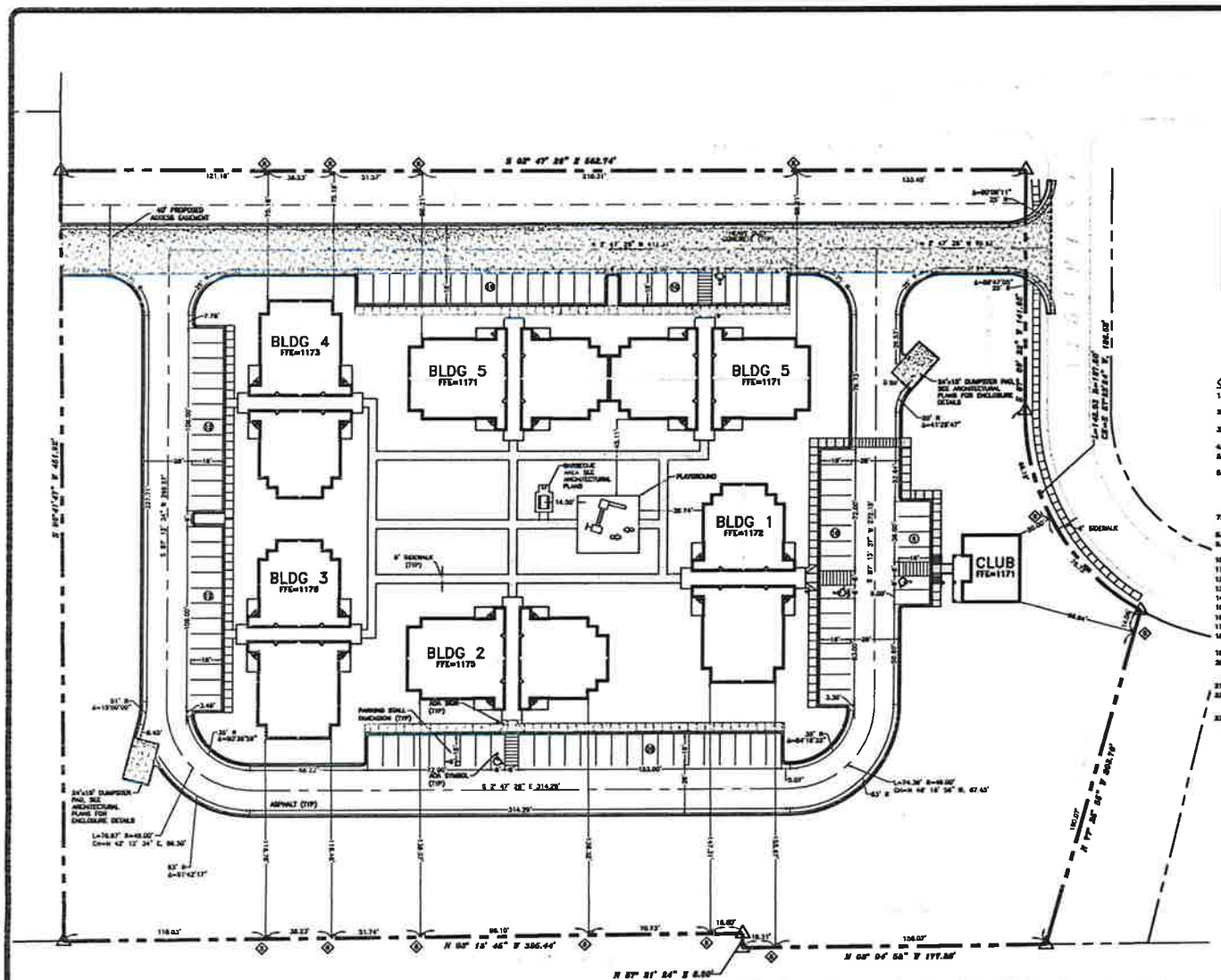
LOT 2 & 2A INCLUSIVE

BEING A REPLATTING OF LOT 2, KENNEDY TOWN CENTER, REPLAT FOUR, A SUBDIVISION LOCATED IN THE SW 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M.
SARPY COUNTY, NEBRASKA
AS SHOWN BY PLAT RECORDED IN INSTRUMENT 2011-22466
IN THE SARPY COUNTY REGISTER OF DEEDS OFFICE

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CHANDLER ROAD W.
WIDTH VARIES
MOSE AVENUE
50 FEET WIDE
S. 225TH STREET
WIDTH VARIES
ALBERT STREET
50 FEET WIDE
LOT 2A
110,499 SQ.FT.
2.54 ACRES
LOT 2
264,070 SQ.FT.
6.06 ACRES
LOT 1
KENNEDY TOWN CENTER
REPLAT FOUR
INST. 2011-22466
PCL. ID: 011882553
374,569 SQ.FT.
8.60 ACRES
LOT 46
KENNEDY TOWN CENTER
REPLAT ONE
INST. 2007-37928
GREY'S REPAL COMPANY
LOT 74
KENNEDY TOWN CENTER
INST. 2006-31076
PCL. ID: 011888761
WALNUT CREEK CSI LP
LOT 1
KENNEDY TOWN CENTER
REPLAT FOUR
INST. 2011-33466
PCL. ID: 011882662
2284 ALBERT ST.
P.O.B.
P.O.C.
N 89°59'51" E 448.39
S 00° 41' 47" W 34.76
S 89° 41' 47" W 401.93
S 89° 41' 47" W 426.07
S 00° 41' 47" W 1054.48
N 89° 59' 51" E 447.79
S 89° 59' 51" W 447.79
N 00° 41' 47" E 1054.48
L=142.93 R=157.00
CB=S57° 23' 24"E, 138.00
141.56 S67° 59' 58"E
S 67° 59' 58" E 141.56
S 22° 00' 02" W 140.00
S 67° 59' 58" E 141.56
N 67° 59' 58" W 141.56
N 22° 00' 02" E 140.00
S 67° 59' 58" E 141.56
S 67° 59' 58" E 141.56
N 67° 59' 58" W 141.56
S 22° 00' 02" W 140.00

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SITE DATA

GROSS	6.06 ACRES
ROW	N/A
JURISDICTION	CITY OF BELLEVUE

BUILDING DATA

LIVING UNITS	
BLDG "1"	8 UNITS
BLDG "2"	8 UNITS
BLDG "3"	8 UNITS
BLDG "4"	8 UNITS
BLDG "5"	8 UNITS
BLDG "6"	40 UNITS
NUMBER OF FLOORS	2
BUILDING SIZE	
BLDG "1" GSF	8,184 SF
BLDG "2" GSF	8,184 SF
BLDG "3" GSF	8,184 SF
BLDG "4" GSF	8,184 SF
BLDG "5" GSF	8,184 SF
BLDG "6" GSF	16,368 SF

PARKING DATA

PARKING REQUIRED	
1 BEDROOM VEHICLES	
Res	N/A
ADA	1
ADA (VAN)	1
TOTAL REQUIRED	86
PARKING PROVIDED	
1 BEDROOM VEHICLES	84
Res	0
ADA	1
ADA (VAN)	1
TOTAL PROVIDED	86

N

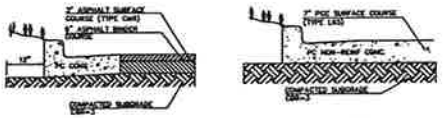
SITE DATA
PURCHASE PARCEL 6.06 AC

LEGEND

- PROPERTY LINE
- BUILDING SIDEWALK
- ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE
- 6" BARRIER CONCRETE CURB
- FENCE
- EDP — EDGE OF PAVEMENT
- PB — PIPE BOLLARD
- HANDICAP PARKING SYMBOL
- PARKING COUNT
- DOUBLE SOLID YELLOW LINE
- SIGN
- LIGHT POLE
- TRANSFORMER PAD

NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL APPLICABLE REGULATIONS AND CODES, O.S.H.A. STANDARDS, AND PROJECT SPECIFICATIONS. MOST STRINGENT REQUIREMENTS SHALL GOVERN.
2. CONTRACTOR SHALL REFER TO THE BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF STOOP, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SOD, AND/OR LANDSCAPING, WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. REFER TO PLANTING PLAN, THIS SHT, FOR ADDITIONAL INFORMATION.
4. ALL RADII ARE 3' AND ALL DELTA ANGLES ARE 90° U.N.O.
5. ALL NECESSARY INSPECTIONS, APPROVALS, AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR AUTHORITIES SHALL BE COMPLETED PRIOR TO THE ENCLOSED BUILDING POSSESSION AND THE FINAL CERTIFICATION OF OCCUPANCY.
6. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN PERFORMING CONSTRUCTION ACTIVITIES IN THE VICINITY OF EXISTING UTILITIES. EXISTING UTILITIES THAT CONFLICT WITH THE PLANNED IMPROVEMENTS SHALL BE RELOCATED OR LOWERED IN PLACE BY THE CONTRACTOR TO MEET THE SEPARATION AND CLEARANCE REQUIREMENTS ESTABLISHED BY LOCAL CODES. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER A MINIMUM OF 72 HOURS PRIOR TO ANY PLANNED DISRUPTION TO UTILITY SERVICES. TEMPORARY UTILITY SERVICES SHALL BE USED IF REQUIRED. ANY COSTS ASSOCIATED WITH THIS WORK SHALL BE IN THE CONTRACTOR'S LUMP SUM PRICE FOR THE OVERALL PROJECT.
7. ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN, AND SYMBOL ("VAN" REQUIRED WITH ACCESSIBLE SPACE).
8. BUILDING TIES SHOWN FROM THE CORNER OF BUILDING TO A POINT PERPENDICULAR TO THE PROPERTY LINE.
9. LIGHTING INCLUDING BASE, POLE, FIXTURE, AND CONDUIT TO BE DETAILED BY ARCHITECT. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
10. DIMENSIONS ARE SHOWN TO THE EDGE OF PAVEMENT U.N.O.
11. ALL CURBS SHALL BE CONCRETE CURB & GUTTER U.N.O. SEE DETAIL SHEET FOR ADDITIONAL INFORMATION.
12. SEE THE UTILITY PLAN FOR PARKING LOT LIGHTING.
13. TRAFFIC SIGN NUMBERS REFER TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
14. ALL DELTA ANGLES ARE 90° U.N.O.
15. ALL PAINTED PAVEMENT MARKINGS SUCH AS ACCESSIBLE SYMBOLS AND LETTERING SHALL BE PAINTED USING TEMPLATES.
16. CONNECT TO EXISTING CURB AND/OR SIDEWALK. MATCH EXISTING IN GRADE, TYPE AND ALIGNMENT.
17. CONNECT TO EXISTING EDGE OF PAVEMENT. MATCH EXISTING IN GRADE AND ALIGNMENT.
18. SURVEYED PROPERTY LIES IN ZONE X, AREAS DETERMINED TO BE OUTSIDE A FLOOD HAZARD AREA. INFORMATION PROVIDED BY FEMA'S FLOOD INSURANCE RATE MAP NUMBER 46113C0108K, WITH AN EFFECTIVE DATE OF JULY 7, 2014.
19. DUMPSTER AND DUMPSTER PAD WITH ENCLOSURE. REFER TO ARCH PLANS FOR ADDITIONAL INFORMATION.
20. CONTRACTOR SHALL SAWCUT EXISTING PAVEMENT AS SHOWN TO ALLOW FOR A CLEAN, STRAIGHT JOINT BETWEEN OLD AND NEW SURFACES. CONTRACTOR SHALL REMOVE ALL PAVEMENT, BASE MATERIALS, CURBING, ETC. WITHIN SAWCUT LIMITS OF CONSTRUCTION.
21. REFER TO ACCESSIBLE SIGN DETAIL FOR BOLLARD REQUIREMENTS AT ACCESSIBLE SIGNS.
22. SLOPE ON ALL ADA ACCESSIBLE ROUTES SHALL NOT EXCEED 1:20 IN THE DIRECTION OF TRAVEL AND 1:50 CROSS SLOPE. THE SLOPE WITHIN ALL ADA PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 1:50 IN ALL DIRECTIONS. SEE ADA PLAN, THIS SET, FOR ADDITIONAL INFORMATION.
23. TYPE S CURB & GUTTER.



ASPHALT PAVING — HEAVY DUTY CONCRETE PAVING

PG70-28 ASPHALT PAVING (NMAX=98)

1. FOR PREPARATION OF PAVEMENT SUBGRADE, FILL PLACED IN 8 INCH MAXIMUM LIFTS TO FINISHED SUBGRADE ELEVATION SHALL BE COMPACTED TO AT LEAST 95% OF THE MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-698). THE SOIL'S MOISTURE CONTENT SHALL BE AT -2% TO +3% OF THE SOIL'S OPTIMUM MOISTURE VALUE AT TIME OF COMPACTION.
2. IMMEDIATELY BEFORE PAVING, CONTRACTOR TO PROOFROLL WITH A LOADED TANDEM AXLE DUMP TRUCK AND REPAIRING DEEP SUBGRADE DEFICIENCIES. THE ENTIRE SUBGRADE SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES AND UNIFORMLY COMPACTED TO AT LEAST 95% OF STANDARD PROCTOR.
3. ASPHALTIC SURFACE COURSE AND BINDER COURSE MIXTURES SHALL BE IN ACCORDANCE WITH TYPE REFERENCED IN SECTION 400 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003 EDITION.
4. THE PORTLAND CEMENT CONCRETE PAVEMENT MIXTURE SHALL BE IN ACCORDANCE WITH AIR-ENTRAINED CONCRETE FOR PAVEMENT AS PER ASTM C-31 AND SECTION 300 OF THE CITY OF OMAHA STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003 EDITION. THE MIXTURE SHALL BE DESIGNED TO DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS WITH A 4 INCH MAXIMUM SLUMP AND 0.5% TO 7.5% ENTRAINED AIR.
5. CONTRACTOR SHALL PROVIDE A PRIME COAT AND TACK COAT AS SPECIFIED IN PROJECT SPECIFICATIONS.

REVISIONS	
NO	

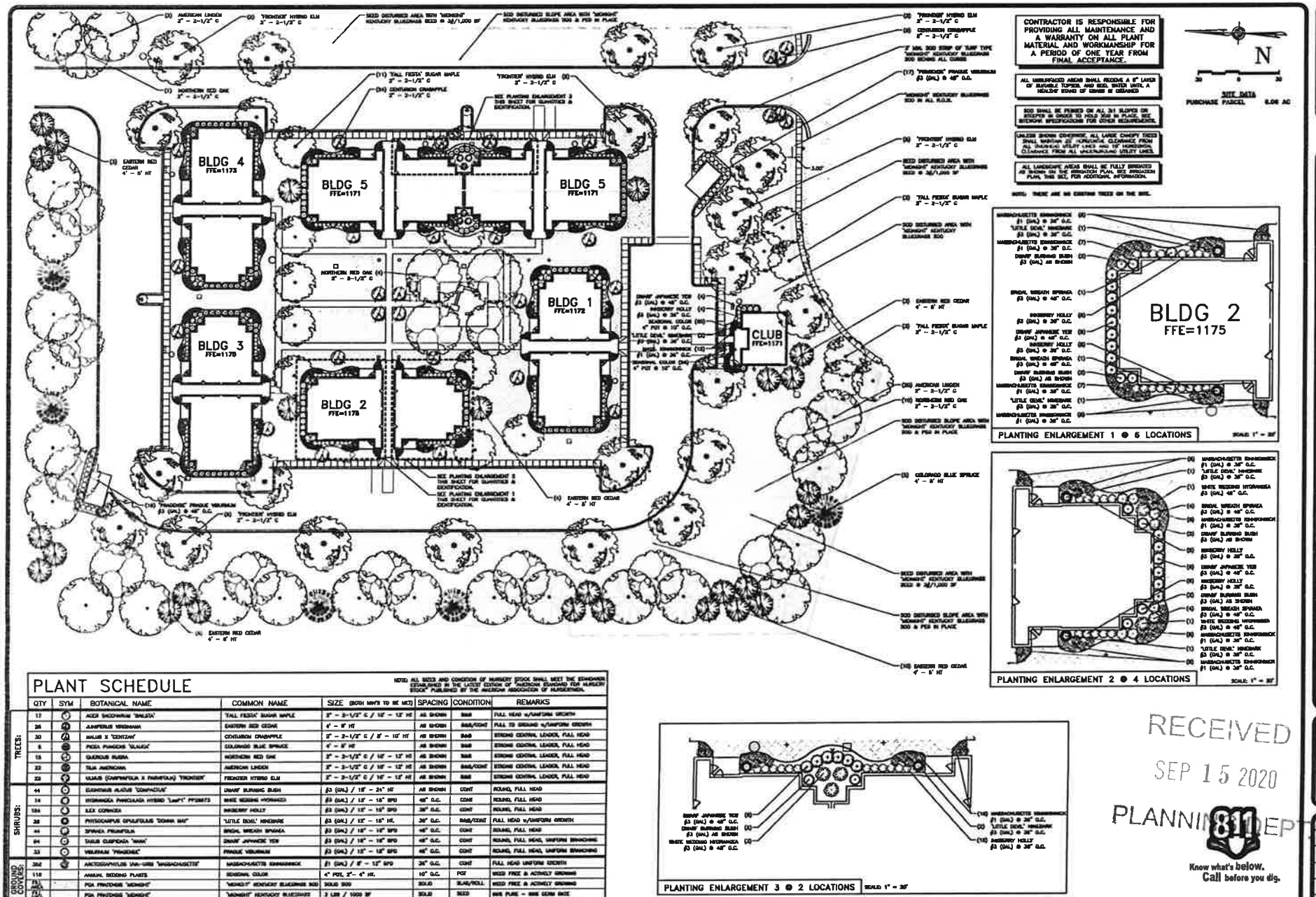
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Trinity Housing Development, LLC
3555 S. 144th STREET CIRCLE, SUITE 4
OMAHA, NEBRASKA 68144-1701
PH. (417) 862-1701

DEER CREEK VILLAGE
SITE PLAN
BELLEVUE, NEBRASKA

CARLSON CONSULTING ENGINEERS, INC.
7308 S. Memorial Dr. Suite 4
Tulsa, OK 74133
Phone (918) 394-0004
Fax (918) 394-0019

DRAWN	AAS
CHECKED	DJC
DATE	8/21/20
SCALE	1"=30'
JOB NO.	N/A
SHEET	11 OF 24 SHEETS



CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL MAINTENANCE AND A WARRANTY ON ALL PLANT MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE.

ALL UNSURFACED AREAS SHALL RECEIVE A 5" LAYER OF SHREDDED TOPSOIL AND SEED, MULCH UNTIL A HEALTHY STAND OF GRASS IS OBTAINED

SOD SHALL BE PEGGED ON ALL 3:1 SLOPES OR STEEPER OR GREATER TO HOLD SOD IN PLACE, SEE GRADING SPECIFICATIONS FOR OTHER REQUIREMENTS.

UNLESS SHOWN CLOSER, ALL LARGE CANOPY TREES SHALL MAINTAIN 25' HORIZONTAL CLEARANCE FROM ALL OVERHEAD UTILITY LINES AND 10' HORIZONTAL CLEARANCE FROM ALL UNDERGROUND UTILITY LINES.

ALL LANDSCAPE AREAS SHALL BE FULLY IRRIGATED AS SHOWN ON THE IRRIGATION PLAN. SEE IRRIGATION PLAN, THIS SET, FOR ADDITIONAL INFORMATION.

NOTE: THERE ARE NO EXISTING TREES ON THE SITE.

N

SITE DATA
PURCHASE PARCEL 8.06 AC

PLANTING ENLARGEMENT 1 ● 6 LOCATIONS

PLANTING ENLARGEMENT 2 ● 4 LOCATIONS

PLANTING ENLARGEMENT 3 ● 2 LOCATIONS

PLANT SCHEDULE

NOTE: ALL SIZES AND CONDITION OF NURSERY STOCK SHALL MEET THE STANDARDS ESTABLISHED IN THE LATEST EDITION OF "AMERICAN STANDARD FOR NURSERY STOCK" PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.

	QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE (BOTH MIN'S TO BE MET)	SPACING	CONDITION	REMARKS
TREES:	17		ACER SACCHARUM 'BAILSTA'	'TALL FIESTA' SUGAR MAPLE	2" - 2-1/2" C / 12' - 12' HT	AS SHOWN	B&B	FULL HEAD w/UNIFORM GROWTH
	26		JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	4' - 8' HT	AS SHOWN	B&B/CONT	FULL TO GROUND w/UNIFORM GROWTH
	30		MALUS X 'CENTZAM'	CENTURION CRABAPPLE	2" - 2-1/2" C / 8' - 10' HT	AS SHOWN	B&B	STRONG CENTRAL LEADER, FULL HEAD
	8		PICEA PUNGENS 'GLAUCA'	COLORADO BLUE SPRUCE	4' - 8' HT	AS SHOWN	B&B	STRONG CENTRAL LEADER, FULL HEAD
	15		QUERCUS RUBRA	NORTHERN RED OAK	2" - 2-1/2" C / 12' - 12' HT	AS SHOWN	B&B	STRONG CENTRAL LEADER, FULL HEAD
	22		TILIA AMERICANA	AMERICAN LINDEN	2" - 2-1/2" C / 12' - 12' HT	AS SHOWN	B&B/CONT	STRONG CENTRAL LEADER, FULL HEAD
	22		ULMUS (CARPINIFOLIA X PARVIFOLIA) 'FRONTIER'	FRONTIER HYBRID ELM	2" - 2-1/2" C / 12' - 12' HT	AS SHOWN	B&B	STRONG CENTRAL LEADER, FULL HEAD
SHRUBS:	44		EUONYMUS ALATUS 'COMPACTUS'	DWARF BURNING BUSH	#3 (GAL) / 18" - 24" HT	AS SHOWN	CONT	ROUND, FULL HEAD
	14		HYDRANGEA PANICULATA HYBRID 'LimPI' PP23873	WHITE WEDDING HYDRANGEA	#3 (GAL) / 12" - 18" SPD	48" O.C.	CONT	ROUND, FULL HEAD
	184		ILEX CORNUTA	INKBERRY HOLLY	#3 (GAL) / 12" - 18" SPD	36" O.C.	CONT	ROUND, FULL HEAD
	28		PHYSOCARPUS OPULIFOLIUS 'DONNA MAY'	'LITTLE DEVIL' NINEBARK	#3 (GAL) / 12" - 18" HT.	36" O.C.	B&B/CONT	FULL HEAD w/UNIFORM GROWTH
	44		SPIRAEA PRUNIFOLIA	BRIDAL WREATH SPIRAEA	#3 (GAL) / 18" - 24" SPD	48" O.C.	CONT	ROUND, FULL HEAD
	84		TAXUS CUSPIDATA 'MAK'	DWARF JAPANESE YEW	#3 (GAL) / 18" - 24" SPD	48" O.C.	CONT	ROUND, FULL HEAD, UNIFORM BRANCHING
	33		VIBURNUM 'PRAGENSE'	PRAGUE VIBURNUM	#3 (GAL) / 12" - 18" SPD	48" O.C.	CONT	ROUND, FULL HEAD, UNIFORM BRANCHING
GROUND COVERS:	262		ARCTOSTAPHYLOS UVA-URSI 'MASSACHUSETTS'	MASSACHUSETTS KINNIKINNICK	#1 (GAL) / 8" - 12" SPD	36" O.C.	CONT	FULL HEAD UNIFORM GROWTH
	118		ANNUAL BEDDING PLANTS	SEASONAL COLOR	4" POT, 2"- 4" HT.	10" O.C.	POT	WEED FREE & ACTIVELY GROWING
	[illegible]		POA PRATENSIS 'MIDNIGHT'	'MIDNIGHT' KENTUCKY BLUEGRASS SOD	SOLID SOD	SOLID	SLAB/ROLL	WEED FREE & ACTIVELY GROWING
	[illegible]		POA PRATENSIS 'MIDNIGHT'	'MIDNIGHT' KENTUCKY BLUEGRASS	3 LBS / 1000 SF	SOLID	SEED	99% PURE - 85% GERM RATE

NOTE: SYMBOLS SHOWN IN TABLE ABOVE ARE FOR SPECIES IDENTIFICATION ONLY. PLANT SIZE SHOWN IN THE TABLE IS NOT INTENDED TO BE REPRESENTATIVE OF THE PLANT AT EITHER INSTALLATION OR MATURITY.

NOTE: NO SUBSTITUTIONS OF PLANT MATERIALS ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE LANDSCAPE ARCHITECT.

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Trinity Housing Development, LLC
3006 S. GUILDFORD CIRCLE, SUITE 4
SIOUX FALLS, SD 57105
PH. (417) 882-1701

DEER CREEK VILLAGE
PLANTING PLAN
BELLEVUE, NEBRASKA

CARLSON CONSULTING ENGINEERS, INC.
Field Lengthening Commons
Papillion, NE 68133
Phone (402) 884-8700
Fax (402) 884-8710

DRAWN	AAS
CHECKED	DLC
DATE	8/21/20
SCALE	1"=30'
JOB No.	N/A
SHEET	16 OF 24 SHEETS

PLANTING NOTES

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION TO OWNER'S SATISFACTION, AT NO ADDITIONAL COST. NO PLANTING SHALL BE INSTALLED IN CONFLICT WITH UTILITIES.
2. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON THE BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES ON THE PROJECT SITE AND IN ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING EXISTING SITE CONDITIONS PRIOR TO PROCEEDING. IF UNFORESEEN CIRCUMSTANCES ARE ENCOUNTERED, THE CONTRACTOR IS TO STOP WORK AND CONTACT THE LANDSCAPE ARCHITECT IMMEDIATELY.
4. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
5. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
6. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND DISEASE.
7. ALL PLANTS MUST BE CONTAINER GROWN OR BALLED AND BURLAPPED AS INDICATED IN THE PLANT LIST.
8. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
9. AFTER BEING DUG AT THE NURSERY SOURCE, ALL TREES IN LEAF SHALL BE ACCLIMATED FOR TEN (10) WEEKS UNDER A MIST SYSTEM PRIOR TO INSTALLATION.
10. ALL LANDSCAPED AREAS SHALL BE SPRINKED WITH HERBICIDE 4 WEEKS PRIOR TO INSTALLATION OF LANDSCAPING. THE EXISTING MATERIAL SHALL BE REMOVED BEFORE ANY INSTALLATION OF PLANT MATERIAL OR SOD.
11. THE LANDSCAPE ARCHITECT SHALL APPROVE THE STAKING LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION. IF PLANT MATERIAL IS INSTALLED PRIOR TO LOCATION APPROVAL, THE CONTRACTOR MAY BE REQUIRED TO RELOCATE MATERIAL AT HIS OWN EXPENSE.
13. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
13. ALL NEW TREES SHALL HAVE "WOODS TREE SAVER" OR EQUAL MYCORRHIZAL FUNGAL TREATMENT INSTALLED AT RATE RECOMMENDED BY MANUFACTURER AT THE TIME OF INSTALLATION.
14. ALL TREES MUST BE GUYED OR STAKED AS SHOWN IN THE DETAILS.
15. ALL SHRUB BED AREAS SHALL RECEIVE A MIN OF 5" OF PLANTING BED MIX AS DESCRIBED IN PLANTING BED PREP DETAIL.
16. ALL BED AREAS SHALL BE SLOPED A MINIMUM OF 5" TO PROMOTE GOOD BED DRAINAGE (AFTER SETTLE TOPSOIL SHIPPING). BEDS WILL BE MOUNDED FROM SIDES TO CENTER, PROMOTING GOOD DRAINAGE.
17. ALL CONSTRUCTION AREAS TO RECEIVE TURFGRASS SHALL RECEIVE A 4" MIN DEPTH OF SUITABLE TOPSOIL MIX PER DETAILS AND SPECIFICATIONS. RESULTS OF TOPSOIL ANALYSES ARE TO BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR THE APPROVAL PRIOR TO ANY TURFGRASS OPERATIONS TAKING PLACE.
18. PRIOR TO PLANTING OR SEEDING, MULTIPLE REPRESENTATIVE SAMPLES OF THE TOPSOIL SHALL BE TAKEN AND SENT TO THE STATE EXTENSION AGENCY FOR ANALYSIS. FERTILIZE SUITABLE TOPSOIL IN TURFGRASS AREAS AS PER EXTENSION SERVICE'S RECOMMENDATIONS FOR TURFGRASS SPECIES SPECIFIED ON PLANS. THE PLANTING BED MIX TO BE USED IN SHRUB PLANTING BEDS IS TO BE FERTILIZED AS PER EXTENSION SERVICE'S RECOMMENDATIONS FOR ORNAMENTAL PLANTINGS.
19. ALL PLANTING BEDS SHALL HAVE "SURFLAN" OR EQUAL PRE-EMERGENT HERBICIDE BROADCAST AT RATE RECOMMENDED BY MANUFACTURER.
20. PLANTING OPERATIONS SHOULD ONLY TAKE PLACE DURING SUITABLE WEATHER CONDITIONS. PLANTS ARE NOT TO BE INSTALLED WHEN THE SOIL IS EITHER HIGHLY SATURATED OR FROZEN.
21. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES (PRIOR TO FINAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
22. DURING THE GROWING SEASON ALL ANNUALS SHALL REMAIN IN A HEALTHY, VIABLE CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
23. ALL PLANTING AREAS, SHRUB, GROUND COVER AND SEASONAL COLOR ANNUAL PLANTING BEDS, ARE TO BE COMPLETELY COVERED WITH SHREDDED HARDWOOD MULCH AND SHALL MAINTAIN A MINIMUM LAYER OF (4") FOUR INCHES IN DEPTH AFTER SETTLING.
24. THERE IS NO SEPARATE PAY ITEM FOR DIGGING OUT SHRUB BEDS OR TREE BALLIERS WITH SHREDDED HARDWOOD MULCH, IT SHALL BE INCLUDED WITH THE COST OF ALL PLANT MATERIALS.
25. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK. ALL PLANT MATERIALS QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN.
26. ALL DISTURBED AREAS ARE TO RECEIVE A 4" LAYER OF SUITABLE TOPSOIL AND HYDROSEED AND/OR SOD (WHERE SHOWN). WATER UNTIL A HEALTHY STAND OF GRASS IS OBTAINED. THIS IS EXCLUDING ALL LANDSCAPED ISLANDS AND ENTRANCE AREAS.
27. ALL PLANT MATERIALS SHALL BE GUARANTEED FOR 12 MONTHS BEGINNING ON THE DATE OF TOTAL ACCEPTANCE. PLANTS NOT IN A HEALTHY GROWING CONDITION SHALL BE REMOVED FROM THE SITE AT THE DIRECTION OF THE LANDSCAPE ARCHITECT AND THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS WITH PLANTS ALSO GUARANTEED FOR THE REMAINDER OF THE 12 MONTH WARRANTY.
28. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL GUY WIRES AT THE END OF THE 1 YEAR WARRANTY PERIOD.
29. REFER TO PROJECT SITEWORK SPECIFICATIONS FOR ALL INFORMATION NEEDED FOR IMPLEMENTATION OF PLANTING PLANS.

PLANTING NOTES

ALL MINIMUM SIZES LISTED IN PLANT SCHEDULE SHALL BE MET: CALIPER, HEIGHT, AND ROOT BALL

SHADE AND FLOWERING TREES

	CALIPER	HEIGHT TYPE 1	HEIGHT TYPE 2	MINIMUM DIAMETER BALL	BALL DEPTH
MEASURED 6" ABOVE GRADE	INCHES	FEET	FEET	INCHES	INCHES
	1"	6'-10"	8'-0"	15"	11"
	1-1/2"	10'-12"	8'-10"	20"	15"
	2"	12'-14"	8'-12"	24"	18"
	2-1/2"	12'-14"	8'-12"	28"	19"
	3"	14'-16"	10'-13"	32"	24"
	3-1/2"	14'-16"	10'-13"	36"	27"
	4"	16'-18"	10'-13"	42"	32"
MEASURED 12" ABOVE GRADE	4-1/2"	16'-18"	10'-13"	48"	36"
	5"	18'+	12'+	54"	40"
	5-1/2"	18'+	12'+	62"	46"
	6"	20'+	14'+	80"	58"
	7"	24'+	16'+	70"	62"
	8"	28'+	16'+	80"	68"

SOURCE: AMERICAN STANDARD FOR NURSERY STOCK. CALIPER DATA PREDOMINATE OVER HEIGHT FOR TYPE 1 SHADE TREES. BOTH MINIMUMS MUST BE MET.

TYPE 1 (LARGE SHADE TREES)

ACER RUBRUM	PLATANUS SPP*
ACER SACCHARUM	QUERCUS SPP
BETULA SPP	SASSAFRAS SPP
GINKGO SPP*	TILIA SPP
GLEDITSIA SPP	ZELKOVA SPP

TYPE 2 (MEDIUM/SLOW SHADE TREES)

AESCULUS SPP	MAGNOLIA GRANDIFLORA
CELTIS SPP	NYSSA SPP
CLADRASTIS LUTEA	OLEA EUROPEA
FAGUS SYLVATICA	QUERCUS ALBA
KOELREUTERIA SPP	SORBUS SPP
LIRIODENDRON SPP	TILIA CORDATA
LIQUIDAMBAR SPP	ULMUS PARVIFOLIA

TYPE 3 (SMALL UPRIGHT TREES)

ACER CAMPESTRE	MALUS SPP
AMELANCHIER SPP	PRUNUS SPP
CARPINUS SPP	PYRUS SPP
CORNUS SPP	STEWARTIA SPP
CRATAEGUS SPP	STYRAX JAPONICA
EUCOMMIA SPP	

TYPE 4 (SMALL SPREADING TREES)

ACER PALMATUM	
ACER GRISEUM	
CORNUS SPP	
CRATAEGUS PHAENOPYRUM	
MAGNOLIA STELLATA	
PYRUS SPP	

TREE SIZE/ROOT BALL RELATIONSHIP

ALL TREE STAKING MATERIAL SHALL BE REMOVED AFTER FIRST FULL GROWING SEASON

TREES OVER 3" CAL TO HAVE 3 STAKES. TREES UNDER 3" CAL TO HAVE 2 STAKES

3 STAKING #12 GA PLIABLE STEEL WIRE COILED WITH FLUORESCENT YELLOW PLASTIC SHEATHING WITH WHITE FLAGGING (TYP)

MIN 6" LONG 3-PLY 1/2" RUBBER HOSE

MULCH SHALL BE KEPT AWAY FROM THE TRUNK OF ALL PLANT MATERIAL

WIDTH OF ROOT BALL PLUS TWO FEET (2') ON DIA OF ROOT BALL MIN.

GROOM OF ROOT BALL SHALL REMAIN SAME RELATION (OR SLIGHTLY ABOVE) TO FINISHED GRADE AS IT DOES TO PREVIOUS GRADE. PLACE ON UNDISTURBED SOIL.

4" MULCH (MIN) DO NOT PLACE MULCH IN CONTACT WITH TRUNK

DIG PLANTING PIT WIDE ENOUGH TO ACCOMMODATE ROOTS

FOLD DOWN OR CUT AND REMOVE TOP 1/3 OF BURLAP. IF NON-BIODEGRADABLE WRAP IS USED, REMOVE TOTALLY.

SUITABLE TOPSOIL MIXTURE

SUITABLE TOPSOIL MIXTURE TAMPED FIRM UNDER ROOTBALL TO PREVENT SETTLEMENT (6" MIN)

2x DIA OF ROOT BALL

NTS

EVERGREEN TREE STAKING

SOD:

- ALL BERMED AREAS SHALL BE KENTUCKY BLUEGRASS.
- ALL CURBED ISLANDS SHALL BE SODDED UNLESS NOTED OTHERWISE.
- SLOPES GREATER THAN 3:1 SHALL BE PEGGED TO HOLD SOD IN PLACE.
- ALL AREAS TO BE SODDED SHALL RECEIVE A MINIMUM 4" LAYER OF SUITABLE TOPSOIL THAT MEETS THE CHARACTERISTICS LISTED ABOVE AND THAT HAS BEEN TILLED, FINE GRADED, AND HAS HAD ALL STONES, ROOTS, DEBRIS, ETC REMOVED.
- SOD SHALL BE LAID AS SOON AS IT IS DELIVERED TO PLANTING AREAS. ONLY HEALTHY MOIST GREEN SOD SHALL BE LAID. ANY SOD WHICH IS BROKEN AND UNDER SIZING IS UNACCEPTABLE. ANY SOD WHICH IS NOT LAID WITHIN 24 HOURS OF DELIVERY SHALL BE UNACCEPTABLE.
- SOD SHALL BE A MINIMUM OF 3/4" THICK, FREE OF WEEDS AND PESTS, AND CUT NO MORE THAN 24 HOURS PRIOR TO PLANTING.
- SOD PANELS SHALL BE LAID TIGHTLY TOGETHER AND END JOINTS STAGGERED SO AS TO MAKE A SOLID SODDED AREA.
- ANY JOINTS OR SEAMS THAT MAY EXIST AFTER LAYING SOD SHALL BE FILLED WITH SAND SO AS TO CREATE A SMOOTH AND UNIFORM GROWING SURFACE.
- SOD SHALL BE ROLLED AND WATERED AT THE TIME OF INSTALLATION TO ENSURE GOOD SOD-SOIL CONTACT AND TO PROVIDE A SMOOTH, UNIFORM ROLLING SURFACE.

SOD SHALL BE PEGGED ON ALL SLOPES IN ORDER TO HOLD SOD IN PLACE. SEE SPECIFICATIONS FOR OTHER REQUIREMENTS.

ALL DISTURBED AREAS SHALL RECEIVE A 4" LAYER OF SUITABLE TOPSOIL AND HYDRO-SEED, MULCH, OR SOD (WHERE SHOWN). AREA SHALL BE WATERED UNTIL A HEALTHY STAND OF GRASS IS ESTABLISHED. SOD MAY BE SUBSTITUTED FOR HYDRO-SEED IN TURF GRASS AREAS AT GENERAL CONTRACTOR'S DISCRETION WITH NO ADDITIONAL COST TO OWNER. SOD TYPE SHALL MATCH PERMANENT SOD TYPE SPECIFIED ON CONSTRUCTION PLANS.

PERMANENT SEEDING SHALL BE APPLIED BASED ON THE TIME OF YEAR AND TEMPERATURE OF SOIL.

SEED AT 3-5 LB / 1000 SQ. FT. WITH A QUALITY STARTER FERTILIZER.

EARLY FALL AND SPRING SEEDINGS ARE BEST. LATE SPRING / SUMMER PLANTINGS ARE NOT RECOMMENDED IN MOST LOCATIONS.

SEEDED SHALL BE KEPT MOIST DURING GERMINATION AND EARLY ESTABLISHMENT. GERMINATE IN 14-21 DAYS WITH OPTIMAL SOIL TEMPERATURES, 55 - 65° F.

EXPECT FULL COVERAGE IN 6- 10 WEEKS, WITH LIGHT USE AT 10-12 WEEKS.

FIRST MOWING RECOMMENDED WHEN TURF REACHES APPROXIMATELY 3" IN HEIGHT

SEEDING & SODDING NOTES

PLANTING BED PREPARATION

1. LAYOUT BED LINE USING SMOOTH FLOWING CURVES.
2. CUT SOD EXISTING SOIL AT APPROXIMATELY A 90° ANGLE, TURNING SOIL BACK INTO BED AREA.
3. ADD AMENDMENTS AND TILL BED UNTIL BLENDED.
4. MAINTAIN CUT EDGE AT 3" DEPTH TO HOLD MULCH IN PLACE.

4" MULCH (MIN)* SEE NOTES FOR TYPE

PREPARED PLANTING BED MIX

TAPER SETTING BED

UNDISTURBED SOIL

SCRATCH WEED BARRIER

FINISHED GRADE

PLANTING BED MIX:
1. 20% EXISTING APPROVED ONSITE SOIL
2. 15% ORGANIC MATTER
3. 40% SAND
4. 25% SUITABLE TOPSOIL
5. FERTILIZE AS RECOMMENDED BY EXTENSION SERVICE FOR GERMINATION PLANTINGS.

MULCH SHALL BE KEPT AWAY FROM THE TRUNK OF ALL PLANT MATERIAL.

NTS

PLANTING BED PREP

SPACING VARIES WITH PLANT SPECIES. SEE PLAN FOR SPACING.

CENTER OF PLANT

ED 36"

EDGE OF BED

TRIM/CUT EXTERIOR EDGE TO CONFORM WITH EDGE OF BED

NTS

MULCH TO BE KEPT AWAY FROM THE TRUNK OF ALL PLANT MATERIAL.

PLANT SPACING

TYPICAL BED LAYOUT

1. LAYOUT PERIMETER PLANTING SPACES AS PER PLAN.
2. FILL IN PLANTING BED WITH TRIANGULAR SPACING.
3. ADJUST AS PER LANDSCAPE ARCHITECT'S INSTRUCTIONS.

SCARIFY ROOTBALL

4" MULCH

MIXED - SEE PLANT EQUAL SPACING

DEWITT WEED BARRIER

FINISH GRADE

PLANTING BED MIXTURE

FINISH GRADE

EXISTING SOIL

DIAMETER OF PLANTING BED MIX TO PREVENT SETTLING

NTS

* NOTE: MULCH SHALL BE A 4" LAYER OF SHREDDED HARDWOOD MULCH AFTER SETTLING - UNLESS OTHERWISE NOTED

MULCH TO BE KEPT AWAY FROM THE TRUNK OF ALL PLANT MATERIAL.

SHRUB AND GROUNDCOVER PLANTINGS

NOTE: SEE PLANS & SPECS FOR MATERIALS.

MULCH SHALL BE KEPT AWAY FROM THE TRUNK OF ALL PLANT MATERIAL.

MIN 6" LONG 3-PLY 1/2" RUBBER HOSE

DOUBLE STRAND 12 GAUGE WIRE COACHED W/ 1/2"-3/4" RUBBER HOSE PAINTED FLUORESCENT ORANGE

WRAPPING MATERIAL (SHALL BE REMOVED WITHIN 1 YR OF PLANTING BECAUSE OF LANDSCAPE CONTRACTOR)

PULL BACK TOP 1/3 OF BURLAP SHALL & REMOVE REMOVE.

4" MULCH (MIN)*

BACKFILL WITH SUITABLE TOPSOIL MIXTURE

CREATE A 6" HIGH SAUCER WITH SUITABLE TOPSOIL MIXTURE

4" STEEL STAKE (3 PER TREE) SHALL BE DRIVEN 3' BELOW GRADE. INSTALL STAKES VERTICALLY. ANGLED STAKES WILL BE REJECTED.

FINISHED GRADE

PLANTING BED MIXTURE TAMPED FIRM UNDER ROOTBALL TO PREVENT SETTLEMENT (6" MIN)

EXISTING SOIL

ALL TREE STAKING MATERIAL SHALL BE REMOVED AFTER FIRST FULL GROWING SEASON

2x DIA OF ROOT BALL

MULCH SAUCER ROOTBALL GUY WIRES

PLANT EDGE

NTS

TREE PLANTING

REVISIONS

NO	

NOT FOR CONSTRUCTION

Trinity Housing Development, LLC
3555 S. 144TH STREET CIRCLE, SUITE 4
OMAHA, NE 68144
PH: (417) 882-1701

DEER CREEK VILLAGE
PLANTING DETAILS
BELLEVUE, NEBRASKA

CARLSON CONSULTING ENGINEERS, INC.

DRAWN: AMS
CHECKED: DJC
DATE: 8/21/20
SCALE: N.T.S.
JOB No.: N/A
SHEET: 15 OF 24 SHEETS

RECEIVED
SEP 15 2020
PLANNING DEPT.

ORDINANCE NO. 4014

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 25th STREET AND W CHANDLER ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 2, Kennedy Town Center Replat Seven, being a replat of Lot 2 Kennedy Town Center Replat Four, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision) to RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision).

AND

Lot 2A, Kennedy Town Center Replat Seven, being a replat of Lot 2 Kennedy Town Center Replat Four, located in the Southwest ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

From RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision) to BG-PCO (General Business – Planned Center Overlay).

(Carlson Consulting Engineers, Inc)

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

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

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

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

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

First Reading: 10/06/2020
Second Reading: _____
Third Reading: _____

13c.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:		SUBMITTED BY:	Tammi Palm, Planning Manager		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Request to rezone Lot 1, South Woods Replat 4, from RG-8 and RG-8-PS to RG-8-PS for the purpose of multi family residential development, with site plan approval; and small subdivision plat Lot 1, South Woods Replat 4. Applicant: APOGEE Professional Services. General Location: Childs Road and Nebraska Drive.

SYNPOSIS/BACKGROUND:

Kassie Inness, on behalf of APOGEE Professional Services, has submitted a request to rezone and small subdivision plat Lot 1, South Woods Replat 4, from RG-8 and RG-8-PS to RG-8-PS for the purpose of multi family residential development. The proposed zoning requires site plan approval for the development. The multi family residential development contains 107 units in three buildings. The proposed use is consistent with the Comprehensive Plan.

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 DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

The Planning Department and Planning Commission have recommeded approval of this request.

ATTACHMENTS:

1.	Planning Commission Recommendation Sheet	2.	Staff Report	3.	Rezoning Ordinance
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: APOGEE Professional Services

CASE #'s: Z-2008-11 and S-2008-19

CITY COUNCIL HEARING DATE: October 20, 2020

REQUEST: to rezone Lot 1, South Woods Replat 4, located in the Southeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, NE, from RG-8 to RG-8-PS for the purpose of multi-family residential development, with site plan approval; and small subdivision plat Lot 1, South Woods, Replat 4.

On September 24, 2020 the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: September 24, 2020

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2008-19
Z-2008-11

FOR HEARING OF:
REPORT #1: September 24, 2020
REPORT #2: October 20, 2020

I. GENERAL INFORMATION

A. APPLICANT:

APOGEE Professional Services
12149 W Center Road
Omaha, NE 68144

B. PROPERTY OWNER:

Southwoods Manager
14710 W Dodge Road, Suite 100
Omaha, NE 68154

C. GENERAL LOCATION:

Childs Road and Nebraska Drive

D. LEGAL DESCRIPTION:

Lot 1, South Woods Replat 4, being a replat of Lots 9 through 11, South Woods, located in the Southeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, South Woods Replat 4, from RG-8 and RG-8-PS to RG-8-PS with site plan approval.

2. Small subdivision plat Lot 1, South Woods Replat 4.

F. EXISTING ZONING AND LAND USE:

RG-8 and RG-8-PS, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and site plan for the construction of a 107 unit multi-family residential development.

H. SIZE OF SITE:

The site is approximately 4.532 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RD-60
2. **East:** Omaha Public Schools Elementary School (under construction), RG-8
3. **South:** Single Family Residential, RS-72
4. **West:** Single Family Residential, RD-60

C. REVELANT CASE HISTORY:

1. On September 24, 2020, the Planning Commission recommended approval of a request to rezone Lot 1, South Woods Replat 4, located in the Southeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, NE, from RG-8 to RG-8-PS for the purpose of multi family residential development, with site plan approval; and small subdivision plat Lot 1, South Woods, Replat 4.

D. APPLICABLE REGULATIONS:

1. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.

2. Section 5.17, Zoning Ordinance, regarding the Planned Subdivision District.

3. Chapter 5, Small Subdivisions, Subdivision Regulations.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

B. OTHER PLANS:

The applicant is requesting Tax Increment Financing (TIF) for this project.

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for this specific area.

2. The property will have access from two points: one along Nebraska Drive, and another from Childs Road.

D. UTILITES:

All utilities are available to this property.

E. ANALYSIS:

1. Kassie Inness, on behalf of APOGEE Professional Services, has submitted a request for a rezoning for Lot 1, South Woods Replat 4, from RG-8 and RG-8-PS to RG-8-PS, for the purpose of a multi-family residential development.

2. The property consists of three existing lots. Two of the lots are presently zoned RG-8-PS, while the northernmost lot is zoned RG-8.

The intent of the RG-8 district is to permit very high density development, multi-story development, and other uses that are typical and compatible in the operation of apartment houses.

The –PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas.

3. In conjunction with the change of zone, the applicant is also requesting site plan approval for the apartment buildings.

4. The proposal consists of 107 units in three buildings. Additionally, six detached garages are shown on the site plan to provide protected parking.

5. The site plan shows 137 surface parking stalls for the development. Fifty parking stalls will be provided with the detached garages. The site plan also provides for 22 on-street parking stalls which will be created for this development, for a total of 209 stalls available for his project.

6. The applicant plans bike racks, a fitness room, package lockers, and an exterior community grilling area as some of their amenities for their residents.

7. The landscape plan has been reviewed by staff and meets the minimum requirements of the zoning ordinance.

8. Per Section 8.11, Zoning Ordinance, the apartment buildings will need to meet the city's design standards. Compliance with these regulations will be reviewed as part of the building permit process.

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

Public Works Engineer Matt Knight had technical comments regarding the site plan. These comments have since been satisfied.

Don Gifford, Bellevue Fire Department, had comments regarding fire hydrant placement. The applicant's engineer has been in contact with Mr. Gifford. This item will be addressed as part of the building permit process.

No other comments were received on this case.

10. As part of the site plan approval process, the applicant has been working with the Public Works Department to create on-street parking stalls along the west side of Nebraska Drive. Raised bulbs will be utilized, as well as the sidewalk along Nebraska Drive will constructed adjacent to the back of the curb to better serve these parking spaces.

The Public Works Department is comfortable from a safety perspective with the proposed on-street parking configuration.

11. Crosswalks will be constructed at the intersection of Columbus Avenue and Nebraska Drive to facilitate pedestrian access from this development to the neighboring city park.

12. The Future Land Use Map of the Comprehensive Plan shows this area as multi-family residential.

13. The property is presently zoned for high density multi family development. The small subdivision plat and site plan approval process allow for the property to be developed in a cohesive, organized manner.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Justification letter received August 27, 2020
4. Small subdivision plat received September 15, 2020
5. Site plan received September 15, 2020
6. Landscape plan received September 15, 2020
7. Letter from Amy Corriveau received September 20, 2020

VII. COPIES OF REPORT TO:

1. APOGEE Professional Services
2 Lamp Rynearson
3. Larry Jobeun, Fullenkamp, Jobeun, Johnson & Bellevue LLP
4. Public Upon Request

Angela M. Curry 9/30/20

Prepared by: Date

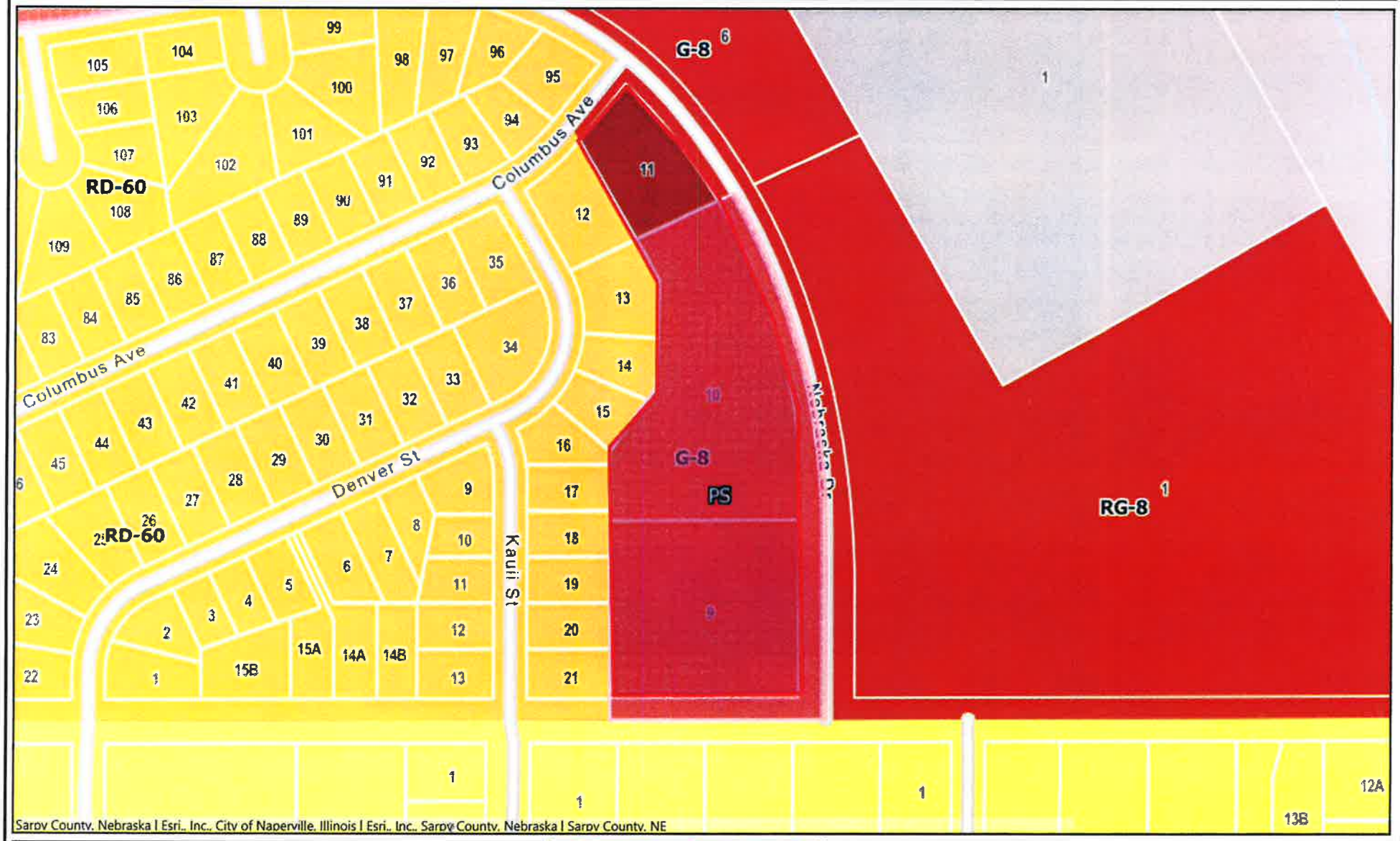
Tammi L Palm 09/30/20

Planning Manager: Date of Report

SARPY COUNTY
NEBRASKA

GIS

Columbus Avenue and Nebraska Drive



0 250 500 ft

Map Scale 1: 3185

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



Notes

SARPY COUNTY
NEBRASKA

GIS



0 250 500 ft

Map Scale 1: 3185

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



Notes

Metonic REAL ESTATE SOLUTIONS | APOGEE PROFESSIONAL SERVICES

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

Re: Rezoning of Lots 9, 10 & 11, Southwoods

Dear Tammi:

This letter serves as a supplement to the application for rezoning of approximately 4.52 acres of vacant land located at 1366 Nebraska Drive in Bellevue, Nebraska. The lots are currently zoned RG-8; with lots 9 and 10 having a Planned Subdivision (PS) overlay. As part of rezoning application, we are requesting that lot 11 be given the PS overlay designation during the approval process.

The applicant is proposing to develop three (3) three (3) story multifamily buildings and community amenities, including, but not limited to bike racks, fitness room, package lockers and an exterior community grilling area. We believe this project will add value to the community by providing housing and various employment opportunities within the City of Bellevue, during and after completion.

Sincerely,



Kassie Inness

RECEIVED
AUG 27 2020
PLANNING DEPT.

2711 Columbus Avenue
Bellevue, NE 68005
623-694-1053

RECEIVED
SEP 20 2020
PLANNING DEPT.

September 17, 2020

City of Bellevue Planning Department
1501 Wall Street
Bellevue, NE 68005

RE: Case # Z-2008-11, S-2008-19

Mrs. Tammi Palm:

As a resident whose family has lived in lot 12 for many years, I have concerns and questions I would like to address to the Planning Commission Members and Applicant APOGEE Professional Service. I have reviewed the plans.

I would like to state none of these would be issues to me if this was just residential housing being constructed as it is currently zoned for and not apartments. The difference between the two are night and day.

My husband and I will be attending the hearing and if I have any other questions come to mind before then I will address them at that time. I am sure many of these questions will be addressed and answered at the hearing.

Taxes and Home Value

- How will this affect our yearly taxes.
- How will this affect our home values and chance of selling in future.

Approximation of Construction Timeline

- When is construction proposed to begin and when is the proposed completion date?

Privacy and Noise Concerns

- Will there be a retaining wall or fence put up by developer or are all ten homeowners behind this development responsible for this? Specifically, to my lot #12, according to your plans it looks like the only separation will be trees and landscaping, along with a pump basin. I do not find this adequate as we will still see entire parking lot and cars parked along Nebraska Drive from our back deck. Trees being placed between will be nice, however will these trees being planted be somewhat mature trees or small trees? At any rate, it will take years for these trees to grow to give us full privacy from the parking lot, as well as there will be times of the year the trees will not have leaves.
  **Please refer to attached picture IMG #1 of my back yard taken from my deck.*

- Specifically to my lot #12, I am extremely concerned with the parking lot being right behind and beside my home. We will be affected more than any other homeowner backed up to the apartment complex hearing car noise and car radios at all hours of the day. As the point made

above about trees giving us no privacy, trees will not help with the noise. Whom do we call in charge of noise complaints when they need to be made?

- An additional retaining wall or fence placed by developer would be nice, if this is not already in the plans, for all ten homeowners that will be behind new complex such as noise reduction and safety concerns of tenants walking freely onto our properties.

Parking

- With street parking limited and Columbus Avenue the closest street to the apartments available for street parking, my concern is people will be parking along this street in front of residential homes, especially my home on Lot 12. In order to not block streets and also create a more safe driving condition for anyone wanting to turn left or right on to Nebraska Drive from Columbus Avenue, there should be a no parking allowed with a sign stating this along Columbus in the area between my driveway of Lot 12 to the stop sign at Nebraska Drive. **See images #5 and #6 for a view of intersection.*

- I also strongly feel that no parking should be allowed on Nebraska Drive in the area between Columbus Avenue and the entrance parking lot of Apartments facing West on Nebraska Drive. The plans show two cars being allowed to park in this area. Allowing any cars to park here creates a blind spot and dangerous intersection for people trying to turn left or right on to Nebraska Drive from Columbus Avenue.
  **Please see image #5 and #6*

  As you can see from images #5 and #6, parking along road will make drivers have to risk pulling out and hitting another car or pedestrian. As a driver turning left or right at this intersection, cars already come around the corner heading North on Nebraska Drive quickly. As a driver, I will have to pull out farther then the stop sign to see around parked vehicles to make sure no one is coming South on Nebraska Drive before I can turn left. Will a three way stop sign be placed at Nebraska Drive and Columbus Avenue?

- *Parking lot lights*
  Specific to Lot #12, what will be done in effort that parking lot lights will not be lighting up my back yard. Trees will not block lights. **Refer to Image 1 of backyard view*

Traffic (*Please see images 2,3,4*)

- Will stop lights be placed on Childs Road? Turning right or left onto Childs Road from Nebraska Drive, Kauii Street, Denver Street, 9th Street, 11th Street, 13th Street and 15th Street is already extremely risky due to Childs Road being a hill. Adding in the new multiple cars driving Nebraska Drive along with future school traffic and train traffic, turning out from any street on Childs Road from the North or South will be extremely dangerous to do at specific times during the day as people speed and the hills make blind spots for drivers. As a driver of these streets for many years and barely escaping accidents myself along this road, something will need to be done to make this road safer.

- What will be done to make it safe for Apartment tenants to turn left onto Nebraska Drive out of the complex from the Childs Road exit?

- Will Childs Road be expanded adding a middle turning lane into the Apartment entrance to deter accidents from happening? The plans provided make it difficult to tell if there are turning lanes or not. As said above, Childs road has many blind spots due to it being a hill and people driving West on Childs Road will not be able to see drivers stopped to turn into these apartments until it is too late.

- With Nebraska Drive now being a major street for people living in Apartments along with future school traffic, what will be done to provide safety to drivers and pedestrians, besides just the curb ramps? Will the speed limit be reduced, and not just during school hours? As questioned above, will a three way Stop sign be placed on Columbus Ave and Nebraska Drive?

  Basically stated, there is going to be a lot crammed into this area now with the new school and apartments, with inadequate sized and safe streets for drivers and pedestrians.

Security

- Besides homeowners being responsible for personal outdoor cameras and possibly having to install fencing, what security and safety measures will be taking place for residences living behind the development be specifically to crime prevention and tenants entering residential properties directly behind apartments.

Thank you for taking the time to listen to my concerns on this issue.

Sincerely,

Amy Corriveau



Image #1: View from Lot 12 residence back deck. Proposed parking lot will be directly east of house on other side of white fence.



OPS Fort Crook School

Apartments

Image #2 above showing School and Proposed Apartments. The dangerous intersections due to blind spots from hill are intersections on both North and South side of Childs Road West. Denver Street, Kauii Street, Nebraska Drive, 9th Street (not shown), 11th Street, 13th Street, 15th Street are all dangerous intersections.

Worst area of blind spot is located between Kauii Street and Nebraska Drive where entrance will be.

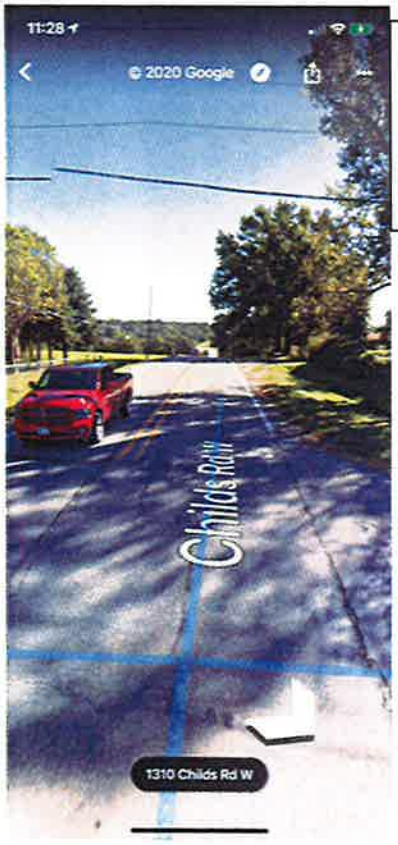


Image #3 showing blind spot due to hill at intersection of 13th Street and Childs Road looking east. Apartment entrance/exit would be just below top of hill at blind spot.



Image #4 showing blind spot due to hill at intersection of Nebraska Drive and Childs Road looking West. Proposed apartment entrance/exit would be located directly to the West of this image.



Image #5: View from intersection of Columbus Avenue and Nebraska Drive looking South, as if driver turning right. This image somewhat shows how cars parked along lower Nebraska Drive will make it extremely dangerous and impossible for drivers to see around and turn left.



Image #6: View from intersection of Columbus Avenue and Nebraska drive looking North, as if driver turning left. This image somewhat shows how drivers turning have limited view of other drivers heading South on Nebraska Drive as cars come quickly around curve of Nebraska Drive.

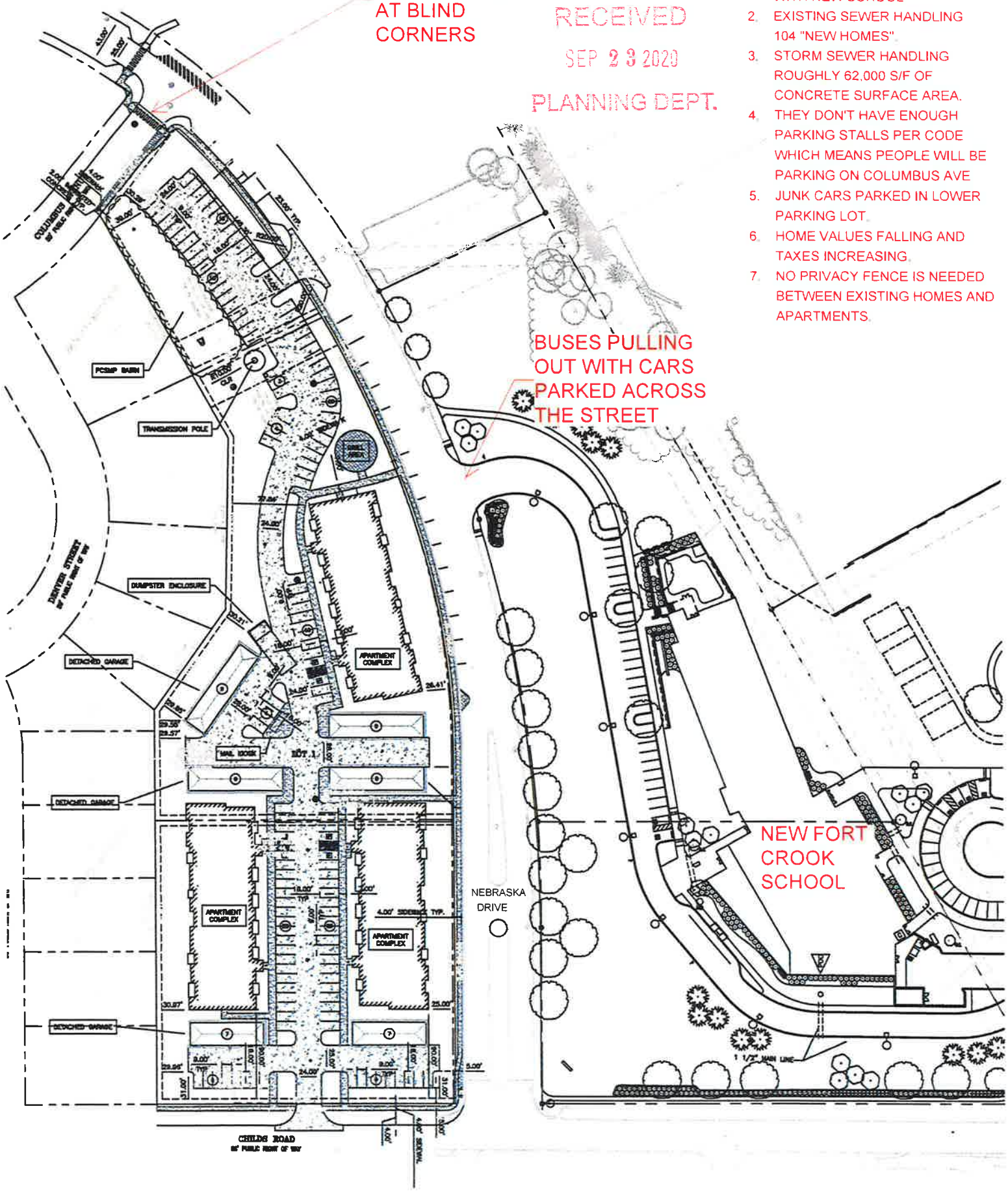
KIDS CROSSING AT CROSS WALK AT BLIND CORNERS

RECEIVED
SEP 23 2020
PLANNING DEPT.

CONCERNS

1. 200 MORE CARS IN AREA WITH NEW SCHOOL
2. EXISTING SEWER HANDLING 104 "NEW HOMES"
3. STORM SEWER HANDLING ROUGHLY 62,000 S/F OF CONCRETE SURFACE AREA.
4. THEY DON'T HAVE ENOUGH PARKING STALLS PER CODE WHICH MEANS PEOPLE WILL BE PARKING ON COLUMBUS AVE
5. JUNK CARS PARKED IN LOWER PARKING LOT.
6. HOME VALUES FALLING AND TAXES INCREASING.
7. NO PRIVACY FENCE IS NEEDED BETWEEN EXISTING HOMES AND APARTMENTS.

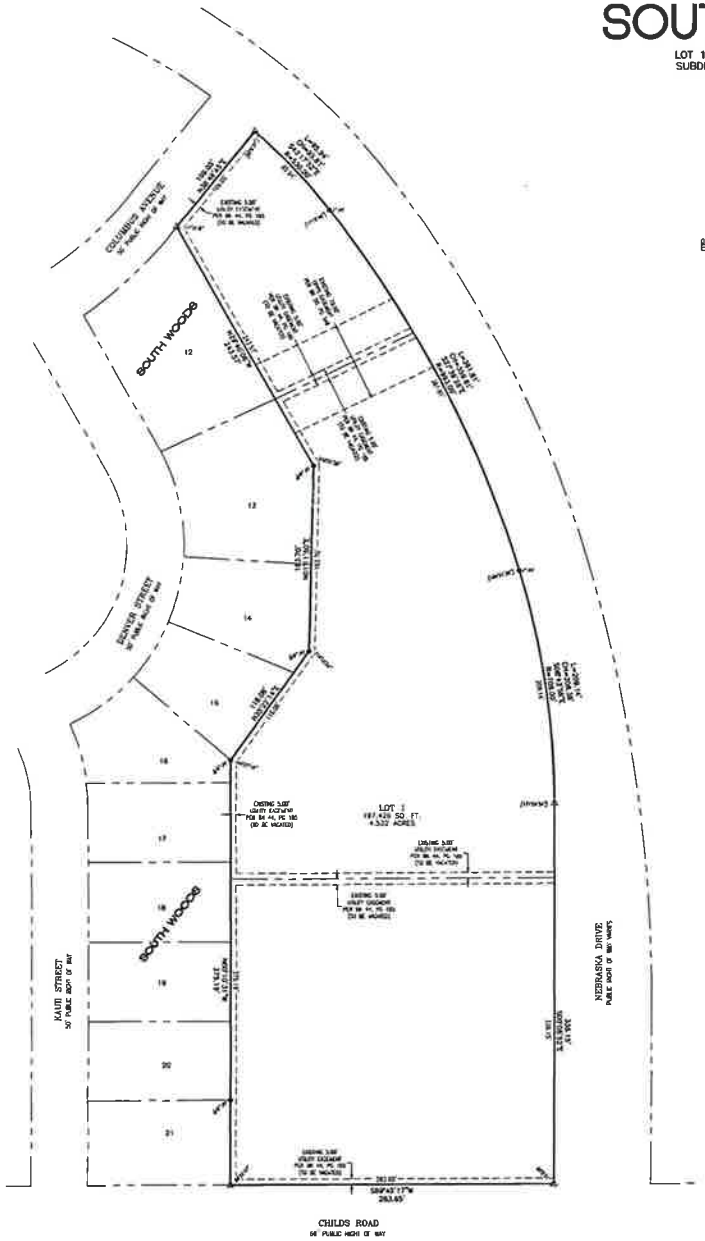
BUSES PULLING OUT WITH CARS PARKED ACROSS THE STREET



SOUTH WOODS REPLAT 4

LOT 1, BEING A REPLATTING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

LOCATED IN:
SE 1/4 SE 1/4 SEC. 13, T14N, R13E



SCALE: 1" = 50
U.S. SURVEY FEET

LEGEND

- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT
- PT PINCH TOP PIPE
- ● CORNER FOUND
- △ CORNER SET (5/8" REBAR W/ 1 1/4" YELLOW PLASTIC CAP STAMPED LS-692, UNLESS NOTED OTHERWISE)

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES.
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS.
5. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
6. EXISTING UTILITY EASEMENTS PER BK 44, PG 185 TO BE VACATED VIA SEPARATE RECORDED INSTRUMENT.

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

_____ DAY OF _____, 2020.

_____
SARPY COUNTY TREASURER

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

_____ DAY OF _____, 2020.

_____
SARPY COUNTY SURVEYOR/ENGINEER

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1 WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION

_____ DAY OF _____, 2020.

_____
CHAIRMAN

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1 WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF BELLEVUE, NEBRASKA, THIS

_____ DAY OF _____, 2020.

THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAY OF THE ABOVE DATE.

_____
MAYOR
ATTEST:

_____
CITY CLERK

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS SOUTH WOODS REPLAT 4, LOT 1, BEING A REPLATTING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12, SOUTH WOODS;
THENCE NORTH 38°48'45" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF SOUTH WOODS) FOR 109.05 FEET ON THE SOUTH RIGHT OF WAY LINE OF COLUMBUS AVENUE TO THE WEST RIGHT OF WAY LINE OF NEBRASKA DRIVE;
THENCE ON SAID WEST RIGHT OF WAY LINE THE FOLLOWING 4 COURSES:
1. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 530.00 FEET AND A LONG CHORD BEARING SOUTH 43°17'52" EAST FOR 95.81 FEET) FOR AN ARC LENGTH OF 95.94 FEET;
2. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 993.00 FEET AND A LONG CHORD BEARING SOUTH 27°39'26" EAST FOR 338.81 FEET) FOR AN ARC LENGTH OF 341.81 FEET;
3. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 708.00 FEET AND A LONG CHORD BEARING SOUTH 08°43'58" EAST FOR 208.58 FEET) FOR AN ARC LENGTH OF 209.14 FEET;
4. THENCE SOUTH 00°58'32" EAST FOR 238.15 FEET TO THE NORTH RIGHT OF WAY LINE OF CHILDS ROAD;
THENCE SOUTH 88°45'19" WEST FOR 283.65 FEET ON SAID NORTH RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 21, SOUTH WOODS;
THENCE ON THE EAST LINES OF LOTS 12 THROUGH 21, INCLUSIVE, SOUTH WOODS THE FOLLOWING 4 COURSES:
1. THENCE NORTH 00°10'31" WEST FOR 375.19 FEET;
2. THENCE NORTH 33°32'14" EAST FOR 118.08 FEET;
3. THENCE NORTH 01°11'50" EAST FOR 163.70 FEET;
4. THENCE NORTH 29°40'06" WEST FOR 243.57 FEET TO THE POINT OF BEGINNING.

CONTAINS 197,426 SQUARE FEET OR 4.532 ACRES.

_____
MATTHEW R. TINGHAM, LS-692

_____
DATE

NEBRASKA REGISTERED LAND SURVEYOR LS-692 MATTHEW R. TINGHAM

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THAT WE, SDM PARTNERS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNERS OF THE LAND DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO LOTS TO BE NUMBERED AS SHOWN HEREON, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS SOUTH WOODS REPLAT 4, LOT 1, DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, AND DO HEREBY GRANT THE EASEMENTS AS SHOWN HEREON. WE DO HEREBY GRANT TO THE GRANTEES, THEIR SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, THE PERMANENT RIGHT TO ENTER AND USE, FROM TIME TO TIME, THE EASEMENT AREAS SHOWN HEREON FOR THE STATED PURPOSE, FOR INGRESS AND EGRESS IN THE CONNECTION WITH THE INSPECTION, OPERATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF FACILITIES. PROVIDED, HOWEVER, THERE IS RESERVED TO THE GRANTOR, AND TO THE GRANTOR'S HEIRS, SUCCESSORS AND ASSIGNS, THE RIGHT TO USE THE EASEMENT AREA. THIS GRANT OF ANY EASEMENT SHOWN HEREON SHALL NOT PASS, NOR BE CONSTRUED TO PASS, TO THE GRANTEE IN FEE SIMPLE INTEREST OR TITLE OF THE EASEMENT AREAS. ANY VARIANCE OR RELEASE TO THE RIGHTS GRANTED HEREIN MUST BE APPROVED BY THE GRANTEE IN WRITTEN FORM.

GRANTS OF EASEMENTS

FOR POWER AND COMMUNICATIONS

PERPETUAL EASEMENTS SHALL BE GRANTED TO THE OMAHA PUBLIC POWER DISTRICT, COX COMMUNICATIONS AND CENTURYLINK AND TO ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE UNDER THE AUTHORITY OF THE CITY COUNCIL OF BELLEVUE, NEBRASKA TO PROVIDE A CABLE TELEVISION AND ELECTRONIC COMMUNICATION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER, AND FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES; AND AN EIGHT-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL INTERIOR LOTS, AND A 16-FOOT-WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS HEREIN DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION, SAID 16-FOOT-WIDE EASEMENT WILL BE REDUCED TO AN EIGHT-FOOT-WIDE STRIP WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS; BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA AND BLACK HILLS ENERGY AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

SDM PARTNERS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

_____
ADAM KIRSHENBAUM
AUTHORIZED REPRESENTATIVE FOR THE OWNER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 2020

BY ADAM KIRSHENBAUM, AUTHORIZED REPRESENTATIVE FOR THE OWNER OF SDM PARTNERS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

_____
SIGNATURE OF NOTARY PUBLIC

RECEIVED
SEP 15 2020
PLANNING DEPT.

LAMP RYNEARSON
14710 W. DODGE RD, STE 100
OMAHA, NE 68154
(402) 496-2498
LampRynearson.com

MATTHEW R. TINGHAM
LS-692

SMALL SUBDIVISION

SOUTH WOODS REPLAT 4 (LOT 1)
BELLEVUE, SARPY COUNTY, NEBRASKA

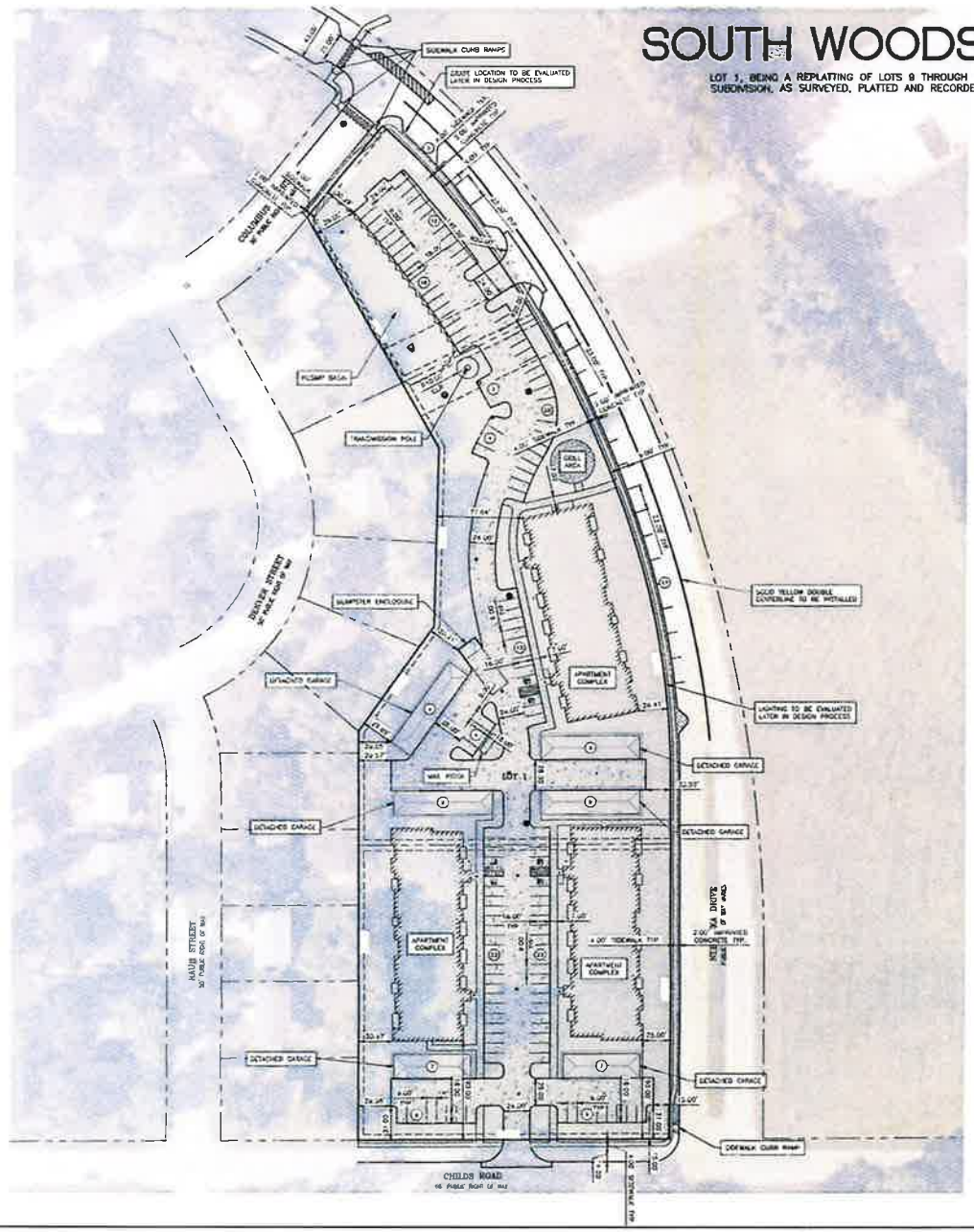
REVISIONS

DESIGNER / DRAFTER
ELISE MOLUM
DATE
8-13-2020
PROJECT NUMBER
01200001.01-006
BOOK AND PAGE

SHEET
1 OF 1

SOUTH WOODS REPLAT 4

LOT 1, BEING A REPLATTING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.





LOCATION MAP

PROJECT SUMMARY	
UNITS	207
SURFACE STALLS	339
DETACHED GARAGE	30
TOTAL PARKING PROVIDED	369 (1.75 STALLS PER UNIT)
REQUIRED PARKING	314 (2 STALLS PER UNIT)
TOTAL ON-STREET PARKING	72
TOTAL PARKING PROVIDED INCLUDING ON-STREET PARKING)	309 (1.95 STALLS PER UNIT
TOTAL PARKING LOT AREA	80,304 SF
TOTAL PARKING LOT INT. LS	4769 SF (7.9%) (5% REQ)
TOTAL LOT AREA	197,081 SF
IMPERVIOUS COVERAGE	117,309 SF (59.5%) (80% MAX)

LEGEND

- CONTOUR
- EXISTING CONTOUR
- SIDEWALK
- PAVEMENT
- 7" PC CONCRETE
- SIDEWALK PAVEMENT
- BUILDING
- PARKING STALL COUNT (15)
- STORM SEWER 18"ST
- SANITARY SEWER 8"SS
- MANHOLE
- FLARED END SECTION

RECEIVED
SEP 15 2020
PLANNING DEPT.

EXHIBIT A

LAMP RYNEARSON

14710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.496.2616
LampRynearson.com

0 50 100

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SITE PLAN EXHIBIT

SOUTHWOOD SMALL SUBDIVISION PLAT
BELLEVUE, NEBRASKA

811 Know what's below. Call before you dig.

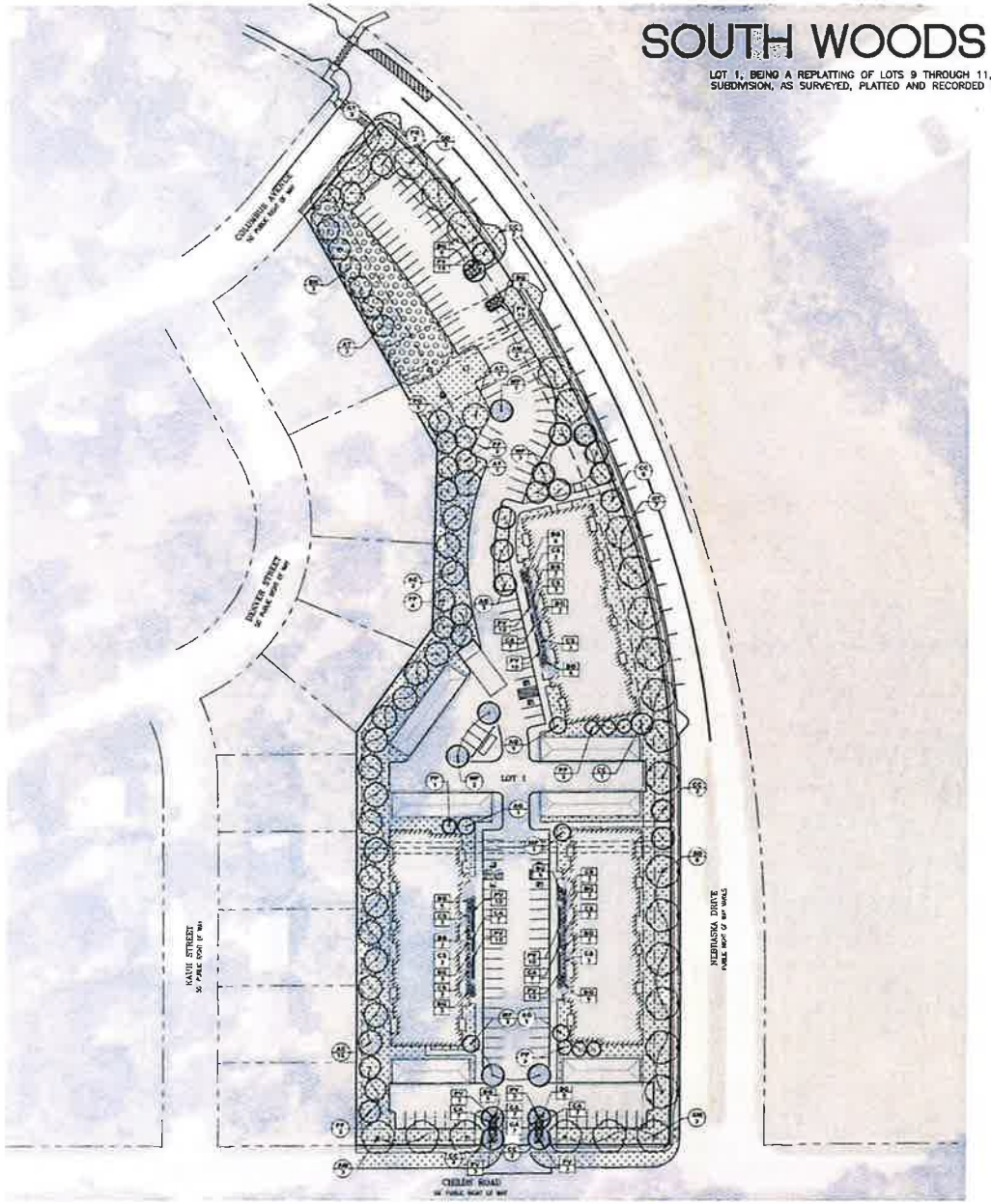
REVISIONS

DESIGNER / DRAFTER
MIKE NEDDEN/GLIDDEWELL
DATE
09/15/2020
PROJECT MANAGER
017009601-008
BOOK AND PAGE

SHEET
1 OF 1

SOUTH WOODS REPLAT 4

LOT 1, BEING A REPLATTING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.





LOCATION MAP

LEGEND

SIDEWALK
PAVEMENT
BUILDING

LANDSCAPE PLAN LEGEND

LANDSCAPED AREA
BIOPRETENTION BASIN
DECIDUOUS TREE
CONIFEROUS TREE
ORNAMENTAL TREE

BELLEVUE LANDSCAPE CODE REVIEW – APPX. A.8.11.06			
		REQUIRED	PROVIDED
A.	PARKING LOT LANDSCAPE BUFFER PER APPX. A.8.11.06.9	15'	15' PROVIDED
B.	PARKING LOT LANDSCAPE BUFFER REQUIRED TREES PER APPX. A.8.11.06.9.A	ONE DECIDUOUS SHADE OR ONE ORNAMENTAL TREE, AND THREE SHRUBS FOR EVERY 40 LINEAR FEET OF STREET FRONTAGE 1,396 LF/40 = 35 TREES & 105 SHRUBS	28 SHADE TREES, 9 ORNAMENTAL TREES AND 106 SHRUBS PROVIDED
C.	REQUIRED TREES ON SITE PER APPX. A.8.11.06.B	ONE DECIDUOUS SHADE OR EVERGREEN TREE, OR TWO ORNAMENTAL TREES, AND THREE SHRUBS FOR EVERY TWO DWELLING UNITS	107 UNITS = 49 DECIDUOUS AND EVERGREEN TREES, 10 ORNAMENTAL TREES AND 162 SHRUBS PROVIDED
D.	PARKING LOT INTERIOR LANDSCAPE PLN APPX. A.8.11.06.10.A	19 SF OF LANDSCAPED AREA PER PARKING STALL 187 STALLS X 19 SF = 3,553 SF	4,789 SF PROVIDED
E.	PARKING LOT INTERIOR REQUIRED TREES PLN APPX. A.8.11.06.10.B	ONE TREE SHALL BE PROVIDED FOR EVERY 300 SF OF REQUIRED LANDSCAPED AREA 3,553 SF/300 = 12 TREES	12 TREES PROVIDED

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
DECIDUOUS TREES					
GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	2" CAL.	50'-75'	20'-40'
GD	GYMNOCLADUS DIOICUS 'ESPRESSO-JFS'	ESPRESSO KENTUCKY COFFEE TREE	2" CAL.	50'	35'
AM	ACER MIYABEI 'MONTON' STATE STREET	STATE STREET MAPLE	2" CAL.	30'-40'	30'-40'
AT	ACER TRUNCATUM	SHANTUNG MAPLE	2" CAL.	20'-25'	15'-20'
BN	BETULA NIGRA	RIVER BIRCH	2" CAL.	40'-60'	30'-50'
AG	AMELANCHIER x GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	2" CAL.	15'-35'	15'-35'
CC	CERCIS CANADENSIS	EASTERN REDBUD	2" CAL.	20'-30'	20'-25'
MP	MALUS 'PRAIRIFIRE'	PRAIRIFIRE CRABAPPLE	2" CAL.	15'-20'	15'-20'
CONIFEROUS TREES					
PG	PICEA GLAUCA VAR. DENSATA	BLACK HILLS SPRUCE	6'-7' HT.	30'-60'	15'-20'
PP	PICEA PUNGENS	BLUE SPRUCE	6'-7' HT.	30'-60'	10'-20'
AC	ABIES CONCOLOR	WHITE FIR	6'-7' HT.	40'-70'	20'-30'
SHRUBS AND PERENNIALS					
CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
PV	PANICUM VIRGATUM 'HEAVY METAL'	HEAVY METAL SWITCHGRASS	5 GAL.	4'-5'	1'-3'
CA	CALAMAGROSTIS x ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	5 GAL.	3'-5'	2'-5'
BG	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD	5 GAL.	3'-4'	3'-4'
CS	CORNUS SANGUINEA 'CATO' ARCTIC SUN	ARCTIC SUN DOGWOOD	5 GAL.	3'-4'	3'-4'

RECEIVED
SEP 15 2020
PLANNING DEPT.

EXHIBIT D

LAMP RYNEARSON
16710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.496.2498

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

LANDSCAPE EXHIBIT

SOUTHWOOD SMALL SUBDIVISION PLAT
BELLEVUE, NEBRASKA

811 Know what's below. Call before you dig.

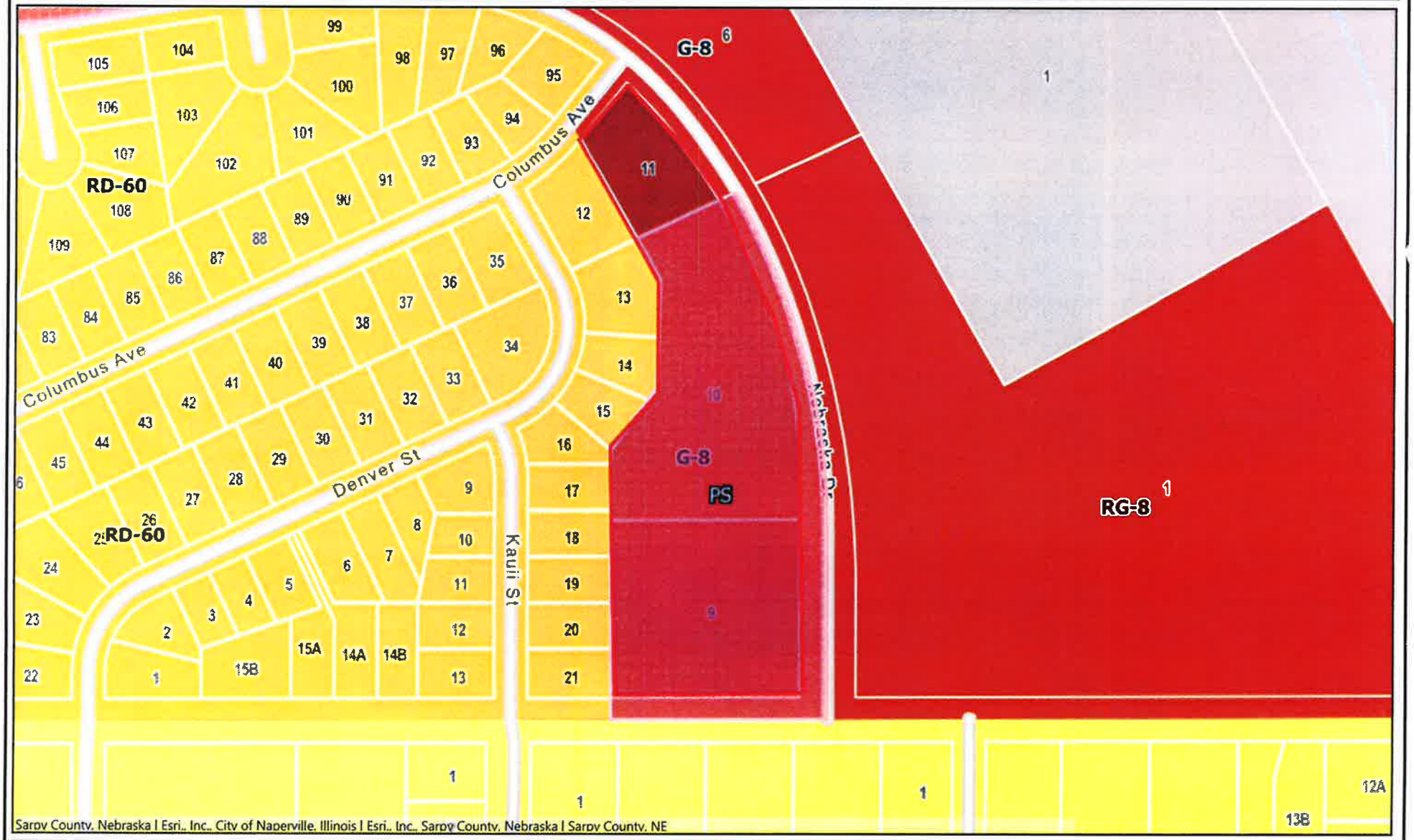
DESIGNER / DRAFTER
FENCE/DONNELL
DATE
09/15/2020
PROJECT NUMBER
51200516.01-006
ROCK AND PAVE

SHEET
1 OF 1

SARPY COUNTY
NEBRASKA

GIS

Columbus Avenue and Nebraska Drive



0 250 500 ft

Map Scale 1: 3185

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



Notes

SARPY COUNTY
NEBRASKA

GIS



0 250 500 ft

Map Scale 1: 3185

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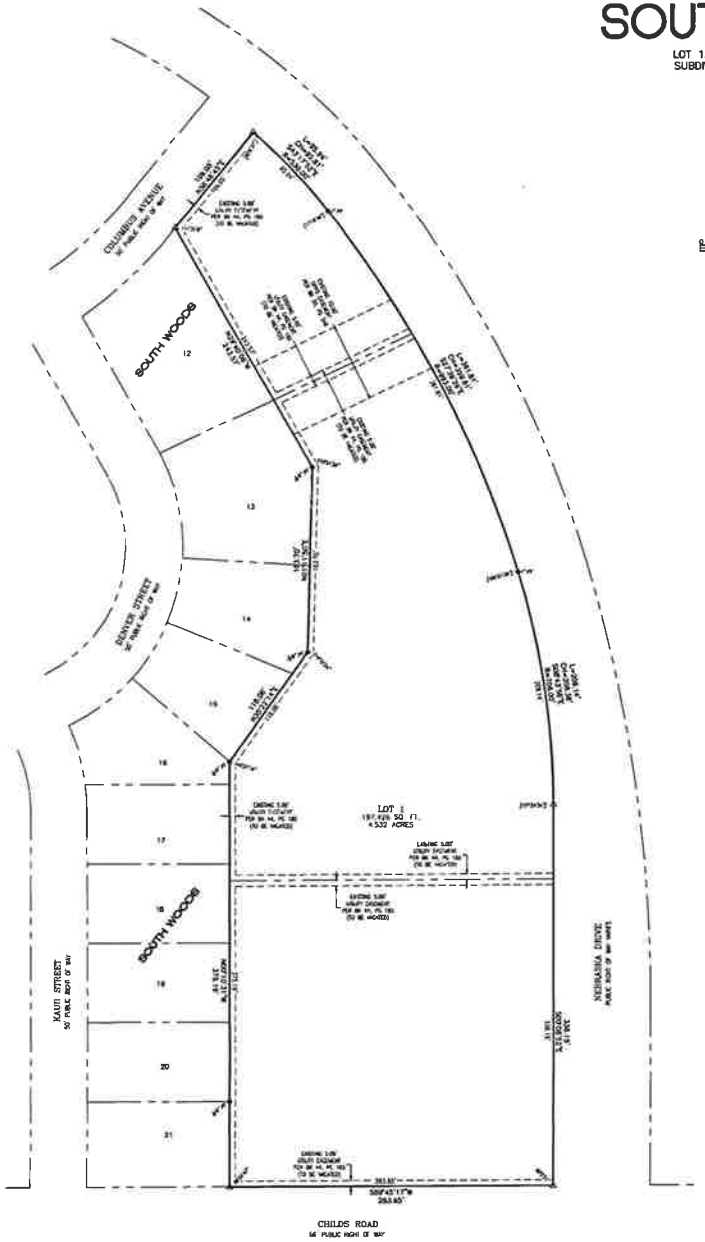


Notes

SOUTH WOODS REPLAT 4

LOT 1, BEING A REPLATTING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.

LOCATED IN:
SE 1/4 SE 1/4 SEC. 15, T14N, R13E





LEGEND

- BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT
- PT PINCH TOP PIPE
- ● CORNER FOUND
- △ CORNER SET (5/8" REBAR W/1 1/4" YELLOW PLASTIC CAP STAMPED LS-692, UNLESS NOTED OTHERWISE)

NOTES

1. ALL DISTANCES ARE SHOWN IN DECIMAL FEET.
2. ALL DISTANCES SHOWN ALONG CURVES ARE ARC DISTANCES NOT CHORD DISTANCES
3. ALL ANGLES ARE 90° UNLESS NOTED.
4. ALL LOT LINES ON CURVED STREETS ARE RADIAL UNLESS OTHERWISE NOTED WITH AN ANGLE ADJACENT TO THE CURVE, MEASURED TO THE CHORD AND SHOWN IN BRACKETS
5. ALL EXISTING EASEMENTS ARE NOT BEING REDEDICATED AND ARE SHOWN FOR REFERENCE ONLY.
6. EXISTING UTILITY EASEMENTS PER BK. 44, PG. 185 TO BE VACATED VIA SEPARATE RECORDED INSTRUMENT.

SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR NOR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE LAND SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, THIS

_____ DAY OF _____, 2020.

_____
SARPY COUNTY TREASURER

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1, WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE THIS

_____ DAY OF _____, 2020.

_____
SARPY COUNTY SURVEYOR/ENGINEER

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1 WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION

_____ DAY OF _____, 2020

_____
CHAIRMAN

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF SOUTH WOODS REPLAT 4, LOT 1 WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF BELLEVUE, NEBRASKA, THIS

_____ DAY OF _____, 2020.

THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAY OF THE ABOVE DATE.

_____
MAYOR
ATTEST:

_____
CITY CLERK

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON THE BOUNDARY ON THE PLAT AND THAT PERMANENT MONUMENTS WILL BE PLACED AT ALL CORNERS, ANGLE POINTS AND ENDS OF CURVES ON ALL LOTS AND STREETS WITHIN THE SUBDIVISION TO BE KNOWN AS SOUTH WOODS REPLAT 4, LOT 1, BEING A REPLATTING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 12, SOUTH WOODS;
THENCE NORTH 38°48'45" EAST (BEARINGS REFERENCED TO THE FINAL PLAT OF SOUTH WOODS) FOR 109.05 FEET ON THE SOUTH RIGHT OF WAY LINE OF COLUMBUS AVENUE TO THE WEST RIGHT OF WAY LINE OF NEBRASKA DRIVE;
THENCE ON SAID WEST RIGHT OF WAY LINE THE FOLLOWING 4 COURSES:
1. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 330.00 FEET AND A LONG CHORD BEARING SOUTH 43°17'52" EAST FOR 95.81 FEET) FOR AN ARC LENGTH OF 95.94 FEET;
2. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 993.00 FEET AND A LONG CHORD BEARING SOUTH 27°38'28" EAST FOR 359.81 FEET) FOR AN ARC LENGTH OF 361.81 FEET;
3. THENCE ON A CURVE TO THE RIGHT (HAVING A RADIUS OF 706.00 FEET AND A LONG CHORD BEARING SOUTH 08°43'58" EAST FOR 208.38 FEET) FOR AN ARC LENGTH OF 209.14 FEET;
4. THENCE SOUTH 00°06'52" EAST FOR 338.15 FEET TO THE NORTH RIGHT OF WAY LINE OF CHILDS ROAD;
THENCE SOUTH 89°45'17" WEST FOR 263.85 FEET ON SAID NORTH RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 21, SOUTH WOODS;
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3. THENCE NORTH 01°11'50" EAST FOR 183.70 FEET;
4. THENCE NORTH 29°40'06" WEST FOR 243.83 FEET TO THE POINT OF BEGINNING.

CONTAINS 197,428 SQUARE FEET OR 4.532 ACRES

_____
MATTHEW R. TINGHAM, LS-692

_____
DATE

NEBRASKA REGISTERED LAND SURVEYOR LS-692 MATTHEW R. TINGHAM

DEDICATION

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FOR WATER AND GAS

PERPETUAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA AND BLACK HILLS ENERGY AND THEIR SUCCESSORS AND ASSIGNS, TO ERECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND RENEW PIPELINES, HYDRANTS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE-FOOT-WIDE STRIP OF LAND ABUTTING ALL STREET FRONTAGES OF ALL LOTS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED.

SDM PARTNERS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, OWNER

_____
ADAM KIRSHENBAUM
AUTHORIZED REPRESENTATIVE FOR THE OWNER

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 2020

BY ADAM KIRSHENBAUM, AUTHORIZED REPRESENTATIVE FOR THE OWNER OF SDM PARTNERS, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID COMPANY.

_____
SIGNATURE OF NOTARY PUBLIC

RECEIVED
SEP 15 2020
PLANNING DEPT.

LAMP RYNEARSON
14710 W. DODGE RD., STE. 100
OMAHA, NE 68154
402.496.2498
LampRynearson.com

MATTHEW R. TINGHAM
DATE
LS692

SMALL SUBDIVISION

SOUTH WOODS REPLAT 4 (LOT 1)
BELLEVUE, SARPY COUNTY, NEBRASKA

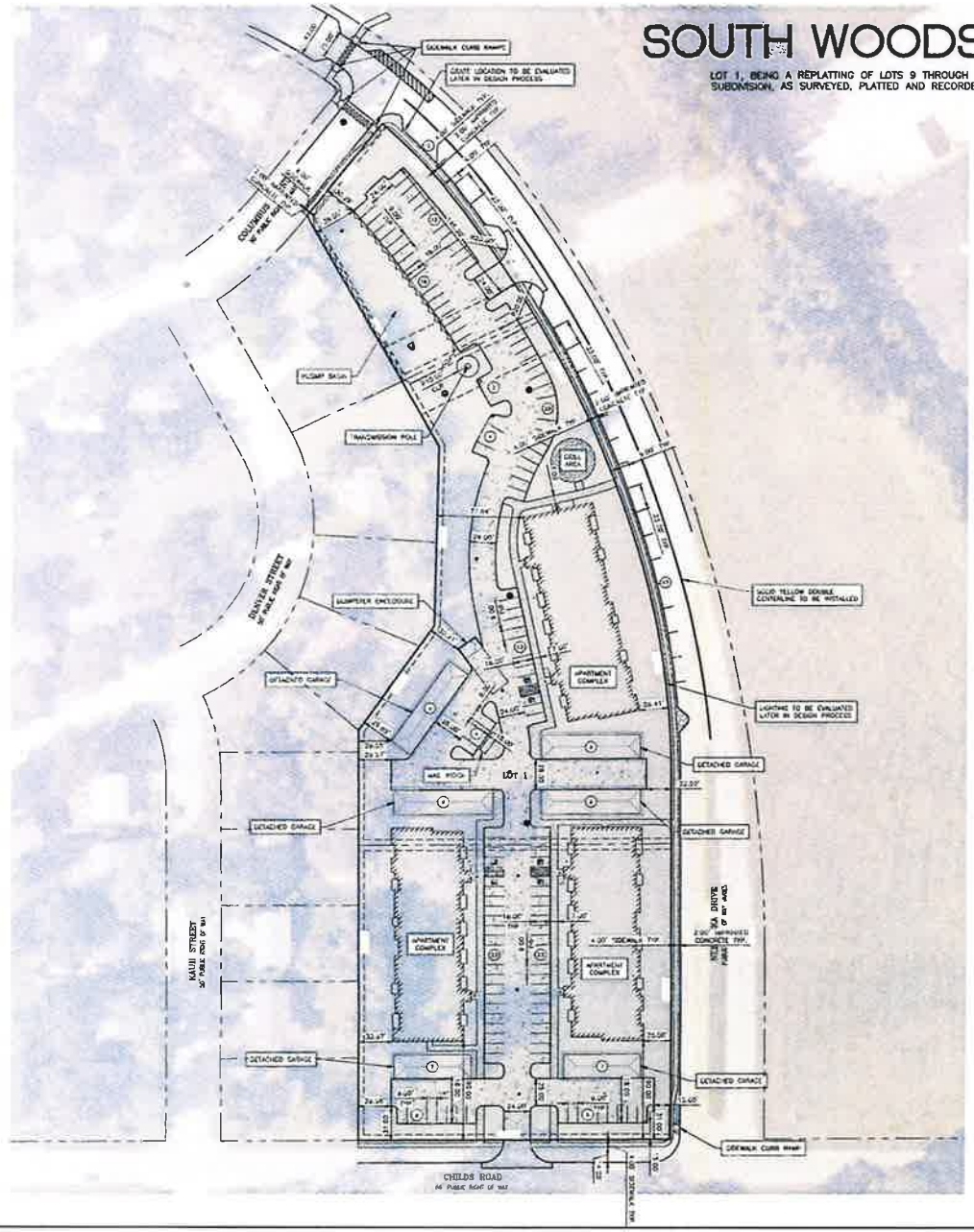
REVISIONS

DESIGNER / DRAFTER
ELISE WOLUM
DATE
8-13-2020
PROJECT NUMBER
012096.01-006
BOOK, AND PAGE

SHEET
1 OF 1

SOUTH WOODS REPLAT 4

LOT 1, BEING A REPLATTING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.





LOCATION MAP

PROJECT SUMMARY	
UNITS	107
SURFACE STALLS	137
DETACHED GARAGE	50
TOTAL PARKING PROVIDED	187 (1.75 STALLS PER UNIT)
REQUIRED PARKING	214 (2 STALLS PER UNIT)
TOTAL ON-STREET PARKING	22
TOTAL PARKING PROVIDED INCLUDING ON-STREET PARKING	209 (1.95 STALLS PER UNIT
TOTAL PARKING LOT AREA	60,304 SF
TOTAL PARKING LOT INT. LS	4769 SF (7.9%) (5% REQ.)
TOTAL LOT AREA	197,081 SF
IMPERVIOUS COVERAGE	117,309 SF (59.5%) (90% MAX)

LEGEND

- CONTOUR
- EXISTING CONTOUR
- SIDEWALK
- PAVEMENT
- 7" PC CONCRETE
- SIDEWALK PAVEMENT
- BUILDING
- PARKING STALL COUNT (15)
- STORM SEWER 18"ST
- SANITARY SEWER 8"SS
- MANHOLE
- FLARED END SECTION

RECEIVED
SEP 15 2020
PLANNING DEPT.

EXHIBIT A

LAMP RYNEARSON
14710 W. DODGE RD. STE. 100
OMAHA, NE 68154
402.496.2498
Lamp@rynearson.com

0 50 100

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

SITE PLAN EXHIBIT

SOUTHWOOD SMALL SUBDIVISION PLAT
BELLEVUE, NEBRASKA

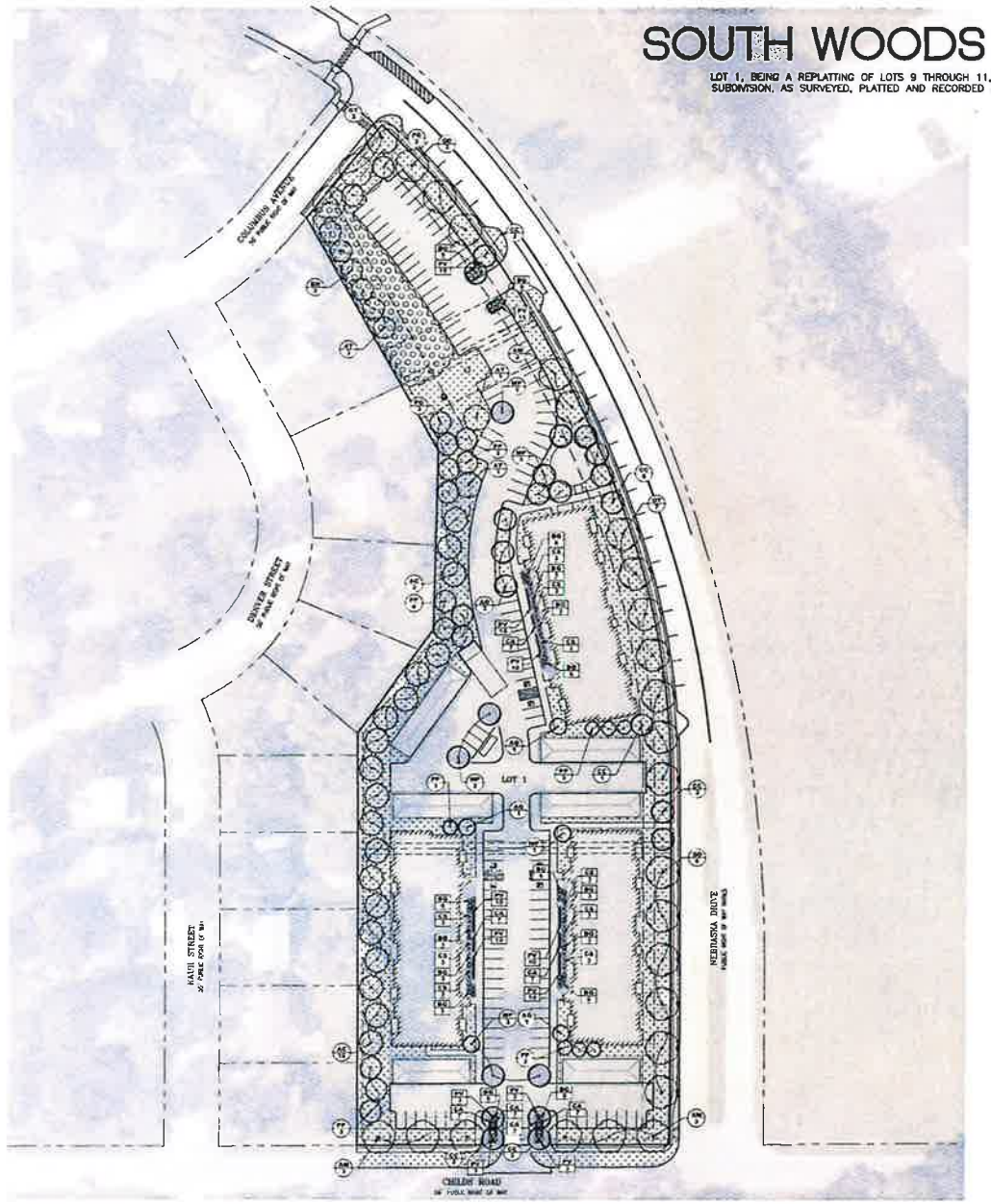
811 Know what's below. Call before you dig.

DESIGNER / DRAFTER
VAN WELLDON/CLUCKMELL
DATE
09/15/2020
PROJECT NUMBER
BOOK AND PAGE

SHEET
1 OF 1

SOUTH WOODS REPLAT 4

LOT 1, BEING A REPLATTING OF LOTS 9 THROUGH 11, INCLUSIVE, SOUTH WOODS, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA.





LOCATION MAP

LEGEND

SIDEWALK
PAVEMENT
BUILDING

LANDSCAPE PLAN LEGEND

LANDSCAPED AREA
BIOPETENTION BASIN
DECIDUOUS TREE
CONIFEROUS TREE
ORNAMENTAL TREE

BELLEVUE LANDSCAPE CODE REVIEW – APPX. A.8.11.06			
		REQUIRED	PROVIDED
A.	PARKING LOT LANDSCAPE BUFFER FLN APPX. A.8.11.06.8	15'	15' PROVIDED
B	PARKING LOT LANDSCAPE BUFFER REQUIRED TREES PER APPX. A.8.11.06.9.A	ONE DECIDUOUS SHADE OR ONE ORNAMENTAL TREE, AND THREE SHRUBS FOR EVERY 40 LINEAR FEET OF STREET FRONTAGE 1,396 LF/40 = 35 TREES & 105 SHRUBS	28 SHADE TREES, 9 ORNAMENTAL TREES AND 108 SHRUBS PROVIDED
C	REQUIRED TREES ON SITE PER APPX. A.8.11.06.8	ONE DECIDUOUS SHADE OR EVERGREEN TREE, OR TWO ORNAMENTAL TREES, AND THREE SHRUBS FOR EVERY TWO DWELLING UNITS	107 UNITS = 49 DECIDUOUS AND EVERGREEN TREES, 10 ORNAMENTAL TREES AND 162 SHRUBS PROVIDED
D.	PARKING LOT INTERIOR LANDSCAPE PER APPX. A.8.11.06.10.a	98 SF OF LANDSCAPED AREA PER PARKING STALL 187 STALLS X 98 SF = 3,553 SF	4,788 SF (PROVIDED)
E.	PARKING LOT INTERIOR REQUIRED TREES PER APPX. A.8.11.06.10.B	ONE TREE SHALL BE PROVIDED FOR EVERY 300 SF OF REQUIRED LANDSCAPED AREA 3,553 SF/300 = 12 TREES	12 TREES PROVIDED

PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
DECIDUOUS TREES					
GT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	2" CAL.	50'-75'	30'-40'
GD	GYMNOCLADUS DIOICUS 'ESPRESSO-JFS'	ESPRESSO KENTUCKY COFFEE TREE	2" CAL.	50'	35'
AM	ACER MIYABEI 'MORTON' STATE STREET	STATE STREET MAPLE	2" CAL.	30'-40'	30'-40'
AT	ACER TRUNCATUM	SHANTUNG MAPLE	2" CAL.	20'-25'	15'-20'
BN	BETULA NIGRA	RIVER BIRCH	2" CAL.	40'-60'	30'-50'
AG	AMELANCHIER x GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	2" CAL.	15'-25'	15'-25'
CC	CERCIS CANADENSIS	EASTERN REDBUD	2" CAL.	20'-30'	20'-25'
MF	MALUS 'PRAIRIFIRE'	PRAIRIFIRE CRABAPPLE	2" CAL.	15'-20'	15'-20'
CONIFEROUS TREES					
CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
PG	PICEA GLAUCA VAR. DENSATA	BLACK HILLS SPRUCE	6'-7' HT.	30'-60'	15'-20'
PP	PICEA PUNGENS	BLUE SPRUCE	6'-7' HT.	30'-60'	10'-20'
AC	ABIES CONCOLOR	WHITE FIR	6'-7' HT.	40'-70'	20'-30'
SHRUBS AND PERENNIALS					
CODE	BOTANICAL NAME	COMMON NAME	PLANTING SIZE	HEIGHT	WIDTH
PV	PANICUM VIRGATUM 'HEAVY METAL'	HEAVY METAL SWITCHGRASS	5 GAL.	4'-5'	1'-2'
CA	CALAMAGROSTIS x ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	5 GAL.	3'-5'	2'-3'
BG	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD	5 GAL.	3'-4'	3'-4'
CS	CORNUS SANGUINEA 'CATO' ARCTIC SUN	ARCTIC SUN DOGWOOD	5 GAL.	3'-4'	3'-4'

RECEIVED
SEP 15 2020
PLANNING DEPT.

EXHIBIT D

LAMP RYNEARSON
14710 W. DODGE RD. STE. 100
O MAHA, NE 68154
402.496.2498
LampRyn.com

0 50 100

PRELIMINARY

NOT RELEASED FOR CONSTRUCTION

LANDSCAPE EXHIBIT

SOUTHWOOD SMALL SUBDIVISION PLAT
BELLEVUE, NEBRASKA

811 Know what's below. Call before you dig.

REVISIONS

DESIGNED / DRAWN
PENCE/SCHNELL
DATE
09/15/2020
PROJECT NUMBER
BOOK AND PAGE

SHEET
1 OF 1

ORDINANCE NO. 4015

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT CHILDS ROAD AND NEBRASKA DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

> Lot 1, South Woods Replat 4, located in the Southeast ¼ of Section 15, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.
>
> From RG-8 (General Residential - 800 Square Foot Zone) and RG-8-PS (General Residential - 800 Square Foot Zone – Planned Subdivision District), to RG-8-PS (General Residential - 800 Square Foot Zone – Planned Subdivision District).
>
> (APOGEE Professional Services)

Section 2. This ordinance shall not take effect until such time as the final plat of South Woods Replat 4 is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

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

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

_____ _____
City Clerk Mayor

First Reading: 10/06/2020
Second Reading: _____
Third Reading: _____

13d.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020	SUBMITTED BY: Legal				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

An ordinance to amend Sections 18-106 to 18-112 of the Bellevue Municipal Code pertaining to Reserved Spaces for Handicapped Persons.

SYNPOSIS/BACKGROUND:

The City has been working with American Legal Publishing Corporation to codify the city's codes. During review, there were several sections that needed amended or repealed due to legislative and/or statutory changes more specifically Sections 18-106 to 18-112 of the Bellevue Municipal Code pertaining to Reserved Spaces for Handicapped Persons.

FISCAL IMPACT:: Postive | 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 DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve Ordinance to amend Sections 18-106 to 18-112 of the Bellevue Municipal Code pertaining to Reserved Spaces for Handicapped Persons.

ATTACHMENTS:

1. Red-Lined	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 4016

AN ORDINANCE TO AMEND OR REVISE CERTAIN ORDINANCES AS FURTHER DETAILED HEREIN WHICH HAVE BEEN AFFECTED BY OR GENERATED BY LEGISLATIVE CHANGES AND TO ADD OR CHANGE LEGISLATIVE CITATIONS, TO REPEAL SUCH SECTIONS AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That the following sections of the Bellevue Municipal Code are hereby amended due to legislative changes to read as follows:

Sec. 18-106. - Definitions.

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

Access aisle: A space adjacent to a handicapped parking space or passenger loading zone which is constructed and designed in compliance with the federal Americans with Disabilities Act of 1990, being 42 U.S.C. 12101 et seq., and the federal rules and regulations adopted and promulgated in response to the act, as the act and the rules and regulations existed on ~~May 31, 2001~~ January 1, 2020.

Handicapped or disabled person: Any individual with a severe visual or physical impairment which limits personal mobility and results in an inability to travel unassisted more than 200 feet without the use of a wheelchair, crutch, walker, or prosthetic, orthotic, or other assistant device; any individual whose personal mobility is limited as a result of respiratory problems; any individual who has a cardiac condition to the extent that his or her functional limitations are classified in severity as being Class III or Class IV, according to standards set by the American Heart Association; and any individual who has permanently lost all or substantially all the use of one or more limbs.

Paraplegic license plate: A license plate as designated by, and issued under, the provisions of section ~~60-311.14~~ 60-3,113, Revised Statutes of Nebraska 1943, as amended.

Person: As used by itself and not as a part of the defined terms "handicapped or disabled person" and/or "temporarily handicapped or disabled person," the term "person" shall mean any person, persons, firm, or corporation, or agents, servants or employees of any person, persons, firm or corporation.

Temporarily handicapped or disabled person: Any handicapped or disabled person whose personal mobility is expected to be limited in such manner for no longer than one year.

Sec. 18-107. - Handicapped parking infraction; citation issuance; enforcement; penalties.

(a) It shall be unlawful for any person to park a vehicle in any on-street parking space or access aisle which has been exclusively designated pursuant to section 18-109 for handicapped or disabled persons or temporarily handicapped or disabled persons or motor vehicles for the transportation of handicapped or disabled persons or temporarily handicapped or disabled persons, or in any so exclusively designated parking space or access aisle in any off-street parking facility, without proper identification of such vehicle in accordance with section 18-111 or when the handicapped or disabled person to whom or for whom, as the case may be, the license plate or permit is issued will not enter or exit the vehicle while it is parked in the designated space or access aisle.

(b) Any person who violates the provisions of this section shall be in violation of section 18-86 and shall be guilty of a handicapped parking infraction as defined in ~~section 18-1741.01~~ Neb. R.S. 18-1741.02. ~~Reissue Revised Statutes of Nebraska 1943, as amended.~~

(c) The chief of police is hereby authorized to assign persons to exercise the authority to issue a citation for any handicapped parking infraction set forth in this section, in the manner prescribed by sections ~~18-1736 to 18-1741 and~~ 18-1741.01 to 18-1741.07, Reissue Revised Statutes of Nebraska 1943, as amended. When a person has committed a handicapped parking infraction, any law enforcement officer and/or any person properly assigned by the chief of police to exercise citation authority pursuant to this section, may issue a handicapped parking citation, which complies with the requirements set forth in sections 18-1741.03 to 18-1741.04, Reissue Revised Statutes of Nebraska 1943, as amended.

(d) Any person found guilty of a handicapped parking infraction shall upon a first conviction be subject to a fine of ~~$100.00~~ $150.00 plus court costs; upon a second conviction for the same infraction within a ~~two~~-one year period after the first conviction be subject to a fine not less than $100.00 and not more than $300.00 plus court costs; and upon a third or subsequent conviction for the same infraction within a ~~two~~ one-year period after the first conviction be subject to a fine not less than $200.00 and not more than $500.00 plus court costs.

Sec. 18-108. - Off-street or privately-owned parking facility; citation; removal; tow-away authority.

When any law enforcement officer or person authorized by the chief of police to issue a handicapped parking citation observes or is advised by the owner or person in lawful control of an off-street or privately owned parking facility that a motor vehicle may be parked thereon in violation of this article, he or she shall make a determination as to whether a violation has, in fact, occurred, and if so shall personally serve or attach to such motor vehicle a citation pursuant to the provisions of section 29-424, Reissue Revised Statutes of Nebraska 1943, as amended, directed to the owner or operator of such vehicle, which shall set forth the nature of the violation. If the identity of the operator of a motor vehicle in violation of this section cannot reasonably be determined, the owner or person in whose name such vehicle is registered shall be held prima facie responsible for such violation. Any person who refuses to sign the citation or otherwise comply with the command

of the citation shall be punished as provided in section 29-426, Reissue Revised Statutes of Nebraska 1943, as amended. In no event shall any law enforcement officer or person authorized by the chief of police to issue a handicapped parking citation be expected to remove any such unauthorized vehicles as described herein. Responsibility for removal of such unauthorized vehicles shall be with the owner of the off-street or privately-owned parking facility, or the person in lawful control thereof pursuant to section 60-2401.01, Reissue Revised Statutes of Nebraska 1943, as amended.

Sec. 18-109. - Designation of handicapped parking spaces.

(a) The police department, based upon a study of the need for reserved handicapped parking spaces, is hereby authorized to designate parking spaces, including access aisles, for the exclusive use of handicapped and disabled persons or temporarily handicapped or disabled persons in accordance with sections 18-1736 and 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended.

(b) If the police department so designates a parking space or access aisle, the city shall post aboveground and immediately adjacent to and visible from each space or access aisle a sign as described in section 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended.

(c) No fee shall be charged for such reserved parking spaces for handicapped or disabled or temporarily handicapped or disabled persons.

Sec. 18-110. - Construction of handicapped parking privileges; rebuttable presumption against able-bodied drivers.

Nothing contained in the provisions of this article shall be construed to mean the granting of parking privileges or conveniences for the sole benefit of able-bodied drivers of motor vehicles bearing either paraplegic license plates as provided for in section ~~60-311.14~~ 60-3,113.06, Reissue Revised Statutes of Nebraska 1943, as amended~~,~~. ~~or a handicap permit as provided for in section 18-1739, Reissue Revised Statutes of Nebraska 1943, as amended~~. A rebuttable presumption shall exist that an able-bodied driver of a motor vehicle bearing either paraplegic license plates, or a handicap permit, as defined herein, is in violation of this section when parking in a space reserved for handicapped or disabled persons or parking in a publicly owned parking space reserved for handicapped or disabled persons, and said driver is not in the process of transporting to or from such parking space a handicapped or disabled person as defined herein.

Sec. 18-111. - Identification of vehicles.

Any vehicle parked in a parking space reserved under section 18-109 shall be identified as specified in section ~~60-311.14~~ 60-3,113.06 ~~or section 18-1739~~, Reissue Revised Statutes of Nebraska 1943, as amended.

Sec. 18-112. - Permits; issuance; procedure; renewal; place of application; period valid.

(a) Pursuant to section ~~18-1738~~ 60-3,113.02, Reissue Revised Statutes of Nebraska 1943, as amended, any handicapped or disabled person or temporarily handicapped or disabled person or such person's parent, legal guardian, or foster parent may apply to the city clerk for a motor vehicle permit that will entitle the holder thereof or a person driving a motor vehicle for the purpose of transporting such holder to park in those spaces or access aisles reserved pursuant to section 18-109 as well as other spaces and access aisles reserved pursuant to sections 18-1736 to ~~18-1741~~ 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended, when the holder of the permit will enter or exit the motor vehicle while it is parked in such spaces or access aisles. For purposes of this subsection (a), the handicapped or disabled person or temporarily handicapped or disabled person shall be considered the holder of the permit. A person desiring to make application for a permit or for the renewal of a permit under this subsection (a) shall follow the application, issuance and renewal procedures set forth under sections ~~18-1738 to 18-1741~~ 60-3,113.02, Reissue Revised Statutes of Nebraska 1943, as amended, which procedures require the applicant to complete an application, provide proof of identity and submit a completed medical form on forms provided by the department of motor vehicles to the city clerk.

(b) Pursuant to section ~~18-1738.01~~ 60-3,113.03, Reissue Revised Statutes of Nebraska 1943, as amended, any person may apply to the city clerk for a motor vehicle permit that will entitle the holder thereof or a person driving the motor vehicle for the purpose of transporting handicapped or disabled persons or temporarily handicapped or disabled persons to park in those spaces or access aisles reserved pursuant to section 18-109 as well as other spaces and access aisles reserved pursuant to sections 18-1736 to ~~18-1741~~ 18-1737, Reissue Revised Statutes of Nebraska 1943, as amended, if the motor vehicle is used primarily for the transportation of handicapped or disabled persons or temporarily handicapped or disabled persons and at least one such persons will enter or exit the motor vehicle while such motor vehicle is parked in such designated spaces or access aisles. A person desiring to make application for a permit or for the renewal of a permit under this subsection (b) shall follow the application, issuance and renewal procedures set forth under sections ~~18-1738 to 18-1741~~ 60-3,113.03, Reissue Revised Statutes of Nebraska 1943, as amended, which procedures require the applicant to complete application forms on forms provided by the department of motor vehicles to the city clerk and to demonstrate to the city clerk that the vehicle will be used primarily for the transportation of handicapped or disabled persons or temporarily handicapped or disabled persons.

(c) The city clerk shall only accept applications for a permit or for the renewal of a permit made under this section that are in compliance with the provisions of section ~~18-1738.02~~ 60-3,113.02 Reissue Revised Statutes of Nebraska 1943, as amended.

(d) In accordance with section ~~18-1740~~ 60-3,113.05, Reissue Revised Statutes of Nebraska 1943, as amended, all permanently issued permits for handicapped or disabled parking authorized pursuant to this section shall be issued for a period ending on ~~September 30 of the third year after the date of issuance and shall expire on that date~~. the last day of the month of the applicant's birthday in the sixth year after issuance and shall expire on that day.

(e) In accordance with section ~~18-1740~~ 60-3,113.05, Reissue Revised Statutes of Nebraska 1943, as amended, all permits authorized pursuant to this section for temporarily handicapped or disabled parking shall be issued by the department of motor vehicles for a period ending not more than six months after the date of issuance but may be renewed one time for a period not to exceed six months.

Sec. 18-113. - Same—Contents.

A permit issued pursuant to subsection (a) or subsection (b) of section 18-112 shall comply with the content requirements set forth in section ~~18-1739~~ 60-1,113.04, Reissue Revised Statutes of Nebraska 1943, as amended.

Section 2. That the above sections of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety and amended as outlined above.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication in pamphlet form as provided by law.

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

ATTEST:

_____
Mayor

_____
City Clerk

First Reading _____
Second Reading _____
Third Reading _____

APPROVED AS TO FORM:

_____
City Attorney

13f
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: Finance Director		Michael Rogers, GilmoreBell; Cody Wickham, D.A.Davidson	
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Refinance debt - Refund Series 2015 General Obligation Refunding Bonds dated 12/29/2015 and issue Series 2020D General Obligation Refunding Bonds in an amount not to exceed $2,250,000.

SYNPOSIS/BACKGROUND:

The City of Bellevue will refund up to $2,750,000 of the outstanding 2015 bonds and issue up to $2,250,000 of new bonds to save interest costs and more effectively manage debt. Positive effect on debt service cash flow generating estimated net savings of approximately $100k.

FISCAL IMPACT: 100,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance #4018, authorizing and providing for issuance of General Obligation Refunding Bonds, Series 2020D, in an amount not to exceed $2,250,000.00.

ATTACHMENTS:

1.	Ordinance No. 4018	2.	Preliminary Official Statement draft	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

ORDINANCE NO. 4018

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF BELLEVUE, NEBRASKA, IN ONE OR MORE SERIES, IN THE AGGREGATE STATED PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS ($2,250,000) FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF $2,750,000 OUTSTANDING PRINCIPAL AMOUNT OF GENERAL OBLIGATION VARIOUS PURPOSE BONDS, SERIES 2015, DATED DECEMBER 29, 2015; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF TAXES TO PAY THE SAME, IF NECESSARY; PROVIDING FOR THE SALE OF THE BONDS; AUTHORIZING THE DELIVERY OF THE BONDS TO THE PURCHASER; AND PROVIDING FOR THE DISPOSITION OF BOND PROCEEDS; AND ORDERING THE ORDINANCE PUBLISHED IN PAMPHLET FORM.

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

Section 1. (a) The Mayor and Council of the City of Bellevue, Nebraska (the "City") hereby find and determine that: There have been heretofore issued and are now outstanding and unpaid valid interest-bearing bonds of the City as follows:

General Obligation Various Purpose Bonds, Series 2015, in the outstanding principal amount of $2,750,000, dated December 29, 2015 (the "2015 Bonds" or the "Outstanding Bonds"), which mature and bear interest as follows:

Principal Amount	Maturing December 15 Of Year	Interest Rate	CUSIP No.
$375,000	2020	1.45%	079212 2R6
425,000	2021	1.65	079212 2S4
475,000	2022	1.80	079212 2T2
475,000	2023	2.00	079212 2U9
300,000	2024	2.20	079212 2V7
150,000	2025	2.40	079212 2W5
125,000	2026	2.55	079212 2X3
125,000	2027	2.75	079212 2Y1
100,000	2028	2.80	079212 2Z8
100,000	2029	2.90	079212 3A2
100,000	2030	3.00	079212 3B0

such 2015 Bonds being part of an issue of $4,020,000 principal amount of General Obligation Various Purpose Bonds, Series 2015 issued by the City pursuant to an ordinance duly passed and approved by the Mayor and Council of the City. Such 2015 Bonds are redeemable at the option of the City at any time on or after December 29, 2020, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(b) (i) All of the Outstanding Bonds are valid, interest bearing obligations of the City; (ii) since the Outstanding Bonds were issued, the rates of interest available in the market have so declined that by issuing its refunding bonds to provide funds for the payment and redemption of a portion of the Outstanding Bonds, all as set out above, a substantial savings in the amount of yearly running interest will be made to the

City; (iii) all or a portion of the Outstanding Bonds (as called for redemption, collectively, the "Refunded Bonds") are herein authorized to be called for redemption on a date or dates (each a "Redemption Date") to be determined in the Designation (defined herein); (iv) for the purpose of providing for the payment and redemption of the Refunded Bonds as above set out and to pay costs of issuance thereof, it is in the best interest of the City to issue general obligation refunding bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed $2,250,000 (the "Bonds"); and (v) except as set forth herein, the City has no bond sinking funds on hand for the retirement of the Refunded Bonds not required for the timely payment of principal and interest due on the Redemption Date.

Section 2. (a) The Mayor and Council further find and determine that (a) it is necessary, desirable, advisable and in the best interest of the City to provide for the payment and redemption of the Refunded Bonds; and, (b) all conditions, acts and things required by law to exist or to be done precedent to the issuance of the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed $2,250,000 pursuant to Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes, do exist and have been done as required by law. To provide funds for the purpose of refunding the Refunded Bonds as set out in Sections 1 and 2 hereof, there shall be and there are hereby ordered issued the General Obligation Refunding Bonds of the City, in one or more series, in the aggregate stated principal amount of not to exceed Two Million Two Hundred Fifty Thousand Dollars ($2,250,000).

(b) The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the "Underwriter"). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an "Authorized Officer") are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a "Designation"), (i) the aggregate purchase price of the Bonds, and the underwriting discount which shall not exceed 0.95% of the aggregate stated principal amount thereof, (ii) the form and contents of any bond purchase agreement in connection with such sale, (iii) the title (including series designation), dated date, aggregate stated principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed $2,250,000, and the final maturity date, which shall not be later than December 15, 2027, (iv) the principal amounts maturing in each year, (v) the rate or rates of interest to be borne by each principal maturity, provided that the true interest cost on the Bonds shall not exceed 2.00%, (vi) the principal payment dates and interest payment dates, (vii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (viii) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (ix) the designation of the Paying Agent and Registrar and the form and content of any agreement between the City and such entity and (x) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(c) The Authorized Officers, or each individually, are hereby authorized to irrevocably call any or all of the Outstanding Bonds for redemption on such date or dates he or she determines appropriate, which date or dates shall each be a Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds and to take any and all other actions and approve and execute any and all other documents as deemed by them necessary or appropriate in connection with the redemption of the Refunded Bonds on the Redemption Date.

Section 3. The Bonds shall be issued in fully registered form in the denomination of $5,000 or any integral multiple thereof. The date of original issue for the Bonds shall be date of original delivery. Interest on the Bonds, at the respective rates for each maturity, shall be payable semi-annually on such dates as shall be determined in a Designation (each an "Interest Payment Date"), and the Bonds shall bear such

interest from the date of original issue or the most recent Interest Payment Date, whichever is later. The interest due on each Interest Payment Date shall be payable to the registered owners of record as of the close of business on the fifteenth day, whether or not a business day, immediately preceding the Interest Payment Date (the "Record Date"), subject to the provisions of Section 4 hereof. The Bonds shall be numbered from 1 upwards in the order of their issuance. No Bond shall be issued originally or upon transfer or partial redemption having more than one principal maturity. The initial bond numbering and principal amounts for each of the Bonds issued shall be as directed by the initial purchaser thereof. Payments of interest due on the Bonds prior to maturity or earlier redemption shall be made by the Paying Agent and Registrar, designated in Section 4 hereof, by mailing a check or draft in the amount due for such interest on each Interest Payment Date to the registered owner of each Bond, as of the Record Date for such Interest Payment Date, to such owner's registered address as shown on the books of registration as required to be maintained in Section 4 hereof. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with unpaid accrued interest thereon, shall be made by the Paying Agent and Registrar to the registered owners upon presentation and surrender of the Bonds to the Paying Agent and Registrar. The City and the Paying Agent and Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of making payments thereon and for all other purposes and neither the City nor the Paying Agent and Registrar shall be affected by any notice or knowledge to the contrary, whether such Bond or any installment of interest due thereon shall be overdue or not. All payments on account of interest or principal made to the registered owner of any Bond in accordance with the terms of this Ordinance shall be valid and effectual and shall be a discharge of the City and the Paying Agent and Registrar, in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 4. The Treasurer of the City of Bellevue, Nebraska, is hereby designated to serve as Paying Agent and Registrar for the Bonds, provided that the City reserves the right to designate a bank or trust company to serve in such capacity and upon such agreed terms as may be determined in the Designation by one or more Authorized Officers or at any time by the Mayor at the Mayor's discretion. If a bank or trust company is designated, such bank or trust company shall serve as Paying Agent and Registrar in such capacities under the terms of an agreement entitled "Paying Agent and Registrar's Agreement" between the City and said Paying Agent and Registrar, the form of which is hereby approved. The Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City in the form as an Authorized Officer shall deem appropriate on behalf of the City. The Paying Agent and Registrar shall keep and maintain for the City books for the registration and transfer of the Bonds at its office. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. Any Bond may be transferred pursuant to its provisions at the office of the Paying Agent and Registrar by surrender of such Bond for cancellation, accompanied by a written instrument of transfer, in form satisfactory to the Paying Agent and Registrar, duly executed by the registered owner in person or by such owner's duly authorized agent, and thereupon the Paying Agent and Registrar, on behalf of the City, will deliver at its office (or send by registered mail to the transferee owner or owners thereof at such transferee owner's or owners' risk and expense), registered in the name of the transferee owner or owners, a new Bond or Bonds of the same series, interest rate, aggregate principal amount and maturity. To the extent of the denominations authorized for the Bonds by this Ordinance, one Bond may be transferred for several such Bonds of the same series, interest rate and maturity, and for a like aggregate principal amount, and several such Bonds may be transferred for one or several such Bonds, respectively, of the same series, interest rate and maturity and for a like aggregate principal amount. In every case of transfer of a Bond, the surrendered Bond shall be canceled and destroyed. All Bonds issued upon transfer of the bonds so surrendered shall be valid obligations of the City evidencing the same obligation as the Bonds surrendered and shall be entitled to all the benefits and protection of this Ordinance to the same extent as the Bonds upon transfer of which they were delivered. The City and the Paying Agent and Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption.

Section 5. In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Paying Agent and Registrar whenever monies for the purpose of paying such defaulted interest become available.

Section 6. In addition to any mandatory sinking fund redemptions, the Bonds shall be subject to redemption at the option of the City, in whole or in part, prior to maturity at any time on or after five years after the date of original issue, at par plus accrued interest on the principal amount redeemed to the date fixed for redemption (or such other date or dates as may be determined in a Designation). The City may select the Bonds to be redeemed for optional redemption in its sole discretion. Bonds for mandatory redemption shall be selected by the Paying Agent and Registrar using any random method of selection determined appropriate by the Paying Agent and Registrar. Bonds redeemed pursuant to the requirements for mandatory redemption shall be redeemed at par plus accrued interest on the principal amount redeemed. The Bonds shall be redeemed only in amounts of $5,000 or integral multiples thereof. Bonds redeemed in part only shall be surrendered to the Paying Agent and Registrar in exchange for a new Bond evidencing the unredeemed principal thereof. Notice of redemption of any Bond called for redemption shall be given, at the direction of the City in the case of optional redemption and without further direction in the case of mandatory redemption, by the Paying Agent and Registrar by mail not less than 30 days prior to the date fixed for redemption, first class, postage prepaid, sent to the registered owner of such Bond at said owner's registered address. Such notice shall designate the Bond or Bonds to be redeemed by maturity or otherwise, the date of original issue, series and the date fixed for redemption and shall state that such Bond or Bonds are to be presented for prepayment at the office of the Paying Agent and Registrar. In case of any Bond partially redeemed, such notice shall specify the portion of the principal amount of such Bond to be redeemed. No defect in the mailing of notice for any Bond shall affect the sufficiency of the proceedings of the City designating the Bonds called for redemption or the effectiveness of such call for Bonds for which notice by mail has been properly given and the City shall have the right to further direct notice of redemption for any such Bond for which defective notice has been given.

Section 7. If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the municipality where the Paying Agent and Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 8. The Bonds shall be in substantially the following form:

[Remainder of Page Intentionally Left Blank]

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY

CITY OF BELLEVUE, NEBRASKA
GENERAL OBLIGATION REFUNDING BOND
SERIES 2020D

No. _____ **$**

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
%	_____ ___, 20__	_____, 2020	

Registered Owner: Cede & Co.

Principal Amount:

The CITY OF BELLEVUE, NEBRASKA (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above with interest thereon to maturity (or earlier redemption) computed on the basis of a 360-day year consisting of twelve 30-day months from the Date of Original Issue or most recent Interest Payment Date, whichever is later, at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an "Interest Payment Date"). The Principal Amount hereof, together with unpaid accrued interest due at maturity or upon earlier redemption, is payable upon presentation and surrender of this bond at the office of _____, as the Paying Agent and Registrar, in _____, Nebraska. Interest on this bond due prior to maturity or earlier redemption will be paid on each Interest Payment Date by a check or draft mailed by the Paying Agent and Registrar to the registered owner of this bond, as shown on the books of record maintained by the Paying Agent and Registrar, at the close of business on the fifteenth day immediately preceding such Interest Payment Date, to such owner's registered address as shown on such books and records. Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the record date such interest was payable, and shall be payable to the person who is the registered owner of this bond (or of one or more predecessor bonds hereto) on such special record date for payment of such defaulted interest as shall be fixed by the Paying Agent and Registrar whenever monies for such purposes become available.

This bond is one of an issue of fully registered bonds (the "Bonds") of the total principal amount of _____ ($_____), of even date and like tenor except as to date of maturity, rate of interest and denomination which were issued by the City in strict compliance with Section 10-142, Reissue Revised Statutes of Nebraska, as amended, and other applicable statutes for the purpose of refunding $_____ outstanding principal amount of General Obligation Various Purpose Bonds, Series 2015, dated December 29, 2015. The issuance of such bonds has been authorized by proceedings duly had and an ordinance legally passed and approved by the Mayor and Council of the City (the "Ordinance").

The Bonds are subject to redemption at the option of the City, in whole or in part, at any time on or after five years after the date of delivery, at par plus interest accrued on the principal amount redeemed to the date fixed for redemption.

[In addition, the Bonds shall be subject to mandatory sinking fund redemption payments (with bonds being redeemed at par plus accrued interest) as follows:

$\underline{\$\quad\quad}$ Principal Maturing December 15, 20__
$\$_____$ to be called December 15, 20__
$\$_____$ to be called December 15, 20__
$\$_____$ Payable December 15, 20__]

Notice of redemption shall be given by mail to the registered owner of any Bond to be redeemed at such registered owner's address in the manner specified in the Ordinance authorizing the Bonds. Individual Bonds may be redeemed in part but only in $5,000 amounts or integral multiples thereof.

This Bond is transferable by the Registered Owner or such owner's attorney duly authorizing in writing at the office of the Paying Agent and Registrar upon surrender and cancellation of this Bond, and thereupon a new Bond or Bonds of the same aggregate principal amount, interest rate and maturity will be issued to the transferee as provided in the Ordinance, subject to the limitations therein prescribed. The City, the Paying Agent and Registrar and any other person may treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Bond be overdue or not.

If the date for payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond and in the issuance of the Bonds refunded hereby did exist, did happen and were done and performed in regular and due form and time as required by law and that the indebtedness of said City, including this Bond and the Bonds refunded hereby, does not exceed any limitation imposed by law. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of this Bond and the other Bonds of this issue as the same become due.

AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE REGISTRAR FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR

VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.

This Bond shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar.

IN WITNESS WHEREOF, the Mayor and Council of the City have caused this Bond to be executed on behalf of the City with the manual or facsimile signatures of the Mayor and the Clerk and by causing the official seal of the City to be impressed or imprinted hereon, all as of the date of original issue specified above.

CITY OF BELLEVUE, NEBRASKA

(facsimile signature)
Mayor

ATTEST:

(facsimile signature)
Clerk
(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds authorized by Ordinance of the Mayor and Council of the City of Bellevue, Nebraska, described in the foregoing Bond.

_____,
_____, Nebraska, Paying Agent and Registrar

_____

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____ _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

Section 9. Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk of the City. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "Depository"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of representations (the "Letter of Representations") in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Paying Agent and Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "Bond Participant") or to any person who is an actual purchaser of a Bond from a Bond Participant while the Bonds are in book-entry form (each, a "Beneficial Owner") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Paying Agent and Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond, except as provided in (e) below.

(b) Upon receipt by the Paying Agent and Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Paying Agent and Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the Paying Agent and Registrar to do so, the Paying Agent and Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Paying Agent and Registrar in writing, the Paying Agent and Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of bond certificates representing the Bonds. In such event, the Paying Agent and Registrar shall issue, transfer and exchange bond certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with

respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Letter of Representations.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Paying Agent and Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any person, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this Section.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Ordinance, the books and records of the Paying Agent and Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced or upon termination by the City of book-entry-only form, the City shall immediately provide a supply of bond certificates for issuance upon subsequent transfers or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Paying Agent and Registrar for issuance of replacement bond certificates upon transfer or partial redemption, the City agrees to order printed an additional supply of bond certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting officers. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Paying Agent and Registrar for issuance upon transfer or partial redemption) such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Paying Agent and Registrar. The Bonds shall be delivered to the Paying Agent and Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, as initial purchaser thereof, upon receipt of the principal amount of the Bonds plus accrued interest thereon, to date of payment for the Bonds and less the Underwriter's discount, in accordance with Section 3 hereof. Such initial purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Underwriter and its agents, representatives and counsel and the City's bond counsel are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement for the sale of the Bonds to the Underwriter. The officers of the City (including but not limited to the Authorized Officers), or any one or more of them are hereby further authorized to take any and all actions and enter into any and all agreements deemed necessary or appropriate in connection with the issuance and sale of the Bonds and the redemption and payment of the Refunded Bonds, and any such actions previously taken are hereby ratified and confirmed.

Section 10. The Clerk is directed to make and certify a transcript or transcripts of the proceedings of the Mayor and Council precedent to the issuance of the Bonds, a copy of which shall be delivered to the Underwriter, as initial purchaser of the Bonds.

Section 11. The proceeds of the Bonds shall be applied to the redemption of the Refunded Bonds as described in Sections 1 and 2 hereof, including payment of any issuance expenses for the Bonds.

Section 12. The City agrees that it will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, except intangible property, in addition to all other taxes, which with other funds of the City available therefor, shall be sufficient in rate and amount to fully pay the principal of and interest on the Bonds as the same become due.

Section 13. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 14. The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue, including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby authorizes the Authorized Officers to designate the bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and to covenant and warrant, on behalf of the City, that the City does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than $10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Authorized Officers are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as "qualified tax-exempt obligations", including "deemed designating" the Bonds.

Section 15. The City's obligations under this Ordinance with respect to any or all of the Bonds herein authorized shall be fully discharged and satisfied as to any or all of such Bonds and any such Bond shall no longer be deemed to be outstanding hereunder if such Bond has been purchased by the City and canceled or when the payment of principal of and interest thereon to the respective date of maturity or redemption (a) shall have been made or caused to be made in accordance with the terms thereof, (b) shall have been provided for by depositing with a national or state bank having trust powers, or trust company, in trust, solely for such payment (i) sufficient money to make such payment and/or (ii) direct general obligations (including obligations issued or held in book entry form on the books of the Department of Treasury of the United States of America) of or obligations the principal and interest of which are unconditionally guaranteed by the United States of America (herein referred to as "U.S. Government Obligations") in such amount and bearing interest payable and maturing or redeemable at stated fixed prices at the option of the holder as to principal, at such time or times, as will ensure the availability of sufficient money to make such payments; provided, however, that with respect to any Bond to be paid prior to maturity, the City shall have duly called such Bond for redemption and given notice of such redemption as provided by law or made irrevocable provision for the giving of such notice. Any money so deposited with such bank or trust company in excess of the amount required to pay principal of and interest on the Bonds for which such monies or U.S. Government Obligations were deposited shall be paid over to the City as and when collected.

Section 16. The City hereby (a) authorizes and directs that an Authorized Officer execute and deliver, on the date of issue of the Bonds, a continuing disclosure undertaking (the "Continuing Disclosure Undertaking") in such form as shall be satisfactory to the City and in compliance with Rule 15c2-12 of the Securities and Exchange Commission, and (b) covenants and agrees that it will comply with and carry out all

of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this ordinance, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Undertaking) or any Beneficial Owner or any Registered Owner of a Bond (as such terms are defined in the Continuing Disclosure Undertaking) may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 17. This Ordinance shall be in force and take effect from and after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED this ____ day of October, 2020.

ATTEST:

Rusty Hike, Mayor

Susan Kluthe, City Clerk

[SEAL]

the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor may there be any sale of these securities in any jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER ____, 2020

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

*In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), (1) the interest on the Bonds [** (including any original issue discount properly allocable to an owner thereof)**] is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax, (2) the interest on the Bonds is exempt from income taxation by the State of Nebraska and (3) the Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "**TAX MATTERS BONDS**" in this Official Statement.*

New Issue
Book-Entry-Only

Rating: S&P "___"

CITY OF BELLEVUE, NEBRASKA

$2,115,000*
General Obligation Refunding Bonds
Series 2020D

Dated: Date of Delivery

Due: December 15, as shown below

UMB Bank, N.A., West Des Moines, Iowa is the Paying Agent and Registrar. Interest on the Bonds is payable semiannually on June 15 and December 15 of each year, commencing June 15, 2021*. The General Obligation Refunding Bonds, Series 2020D (the "Bonds") are issuable as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Purchases of Bonds will be made in book-entry-only form, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial owners of the Bonds will not receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or redemption price of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants. See "**THE BONDS - Book-Entry-Only System**."

MATURITY SCHEDULES—SEE INSIDE COVER

The Bonds maturing on or after _____, 20__ shall be subject to redemption, in whole or in part, prior to maturity at any time on or after the fifth anniversary* of the date of original issue, at the option of the City, at par plus accrued interest to the date set for redemption.

The Bonds are offered in book-entry form, when, as and if issued and received by the Underwriters and subject to the approval of legality by Gilmore & Bell, P.C., Omaha, Nebraska, Bond Counsel to the City, and certain other conditions. It is expected that the Bonds will be available for delivery through The Depository Trust Company, in New York, New York, on or about November ___, 2020.*

D A DAVIDSON

* Preliminary; subject to change.

MATURITY SCHEDULE*

$2,115,000*
General Obligation Refunding Bonds
Series 2020D

Maturity Date (December 15)	Principal Amount	Interest Rate	Price (% of Par)	CUSIP
2021	$435,000	%		
2022	440,000			
2023	220,000			
2024	230,000			
2025	240,000			
2026	260,000			
2027	290,000			

[†Term Bond – see **"THE BONDS – Mandatory Redemption"** herein.]

* Preliminary, subject to change

CITY OF BELLEVUE, NEBRASKA

Mayor

Rusty Hike

City Council

Thomas Burns
Paul Cook
Kathy Welch
Bob Stinson
Don Preister
Pat Shannon

Key City Personnel

Jim Ristow, City Administrator
Susan Kluthe, City Clerk
Rich Severson, Treasurer/Finance Director

City Attorney

Bree Robbins

BOND COUNSEL

Gilmore & Bell, P.C.
450 Regency Parkway, Suite 320
Omaha, NE 68114

UNDERWRITER

D.A. Davidson & Co.
450 Regency Parkway, Suite 400
Omaha, NE 68114

The information contained in the Official Statement has been obtained from the City of Bellevue, from Sarpy County, Nebraska, and other sources which are believed to be reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information, and nothing contained in the Official Statement is, or shall be, relied on as a promise or representation by the Underwriter. The Official Statement is submitted in connection with the sale of securities as referred to therein, and may not be reproduced or be used, in whole or in part, for any other purpose. Neither delivery of the Official Statement nor any sale made thereunder shall create an implication that information therein is correct as of any time subsequent to its date.

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representation with respect to the Bonds offered hereby other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds offered hereby by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and from other sources believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances create any implication that there has been no change in the affairs of the Issuer or the City since the date hereof.

FORWARD-LOOKING STATEMENTS

This Official Statement contains statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The city does not expect or intend to issue any updates or revisions to those forward-looking statements if or when its expectations change or events, conditions or circumstances on which such statements are based occur or fail to occur.

These securities have not been registered with the securities and exchange commission by reason of the provisions of sections 3(a)(2) and 3(a)(4) of the securities act of 1933, as amended. The registration or qualification of these securities in accordance with applicable provisions of securities laws of the states in which these securities have been registered or qualified and the exemption from registration or qualification in other states shall not be regarded as a recommendation thereof. Neither these states nor any of their agencies have passed upon the merits of the securities or the accuracy or completeness of this official statement. Any representation to the contrary may be a criminal offense.

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OFFICIAL STATEMENT

CITY OF BELLEVUE, NEBRASKA

**$2,115,000*
General Obligation Refunding Bonds
Series 2020D**

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and any Appendices hereto, is to furnish information concerning the City of Bellevue, Nebraska (the "City") and certain other information in connection with the issuance and sale of the City's $2,115,000* General Obligation Refunding Bonds, Series 2020D (the "Bonds"). Information in this Official Statement concerning the City has been furnished by the City or obtained from other sources believed to be reliable.

The Bonds offered herein in the stated principal amount of $2,115,000* are being issued for purpose of refunding all or a portion of the City's General Obligation Various Purpose Bonds, Series 2015, in the outstanding principal amount of $2,750,000, dated December 29, 2015 (the "Refunded Bonds"). The offering of the Bonds is made only by means of this entire Official Statement, including the appendices. See "**THE BONDS – Purpose and Authority**" herein.

Sources of Certain Information

There follow in this Official Statement brief descriptions of the Bonds and the City. All descriptions of documents herein are only summaries and are qualified in their entirety by reference to each such document. During the offering period, copies of such documents may be obtained from the City or from D.A. Davidson & Co. (the "Underwriter"). Information in this Official Statement concerning the City has been furnished by the City or obtained from other sources believed to be reliable.

THE BONDS

General Description

The Bonds are being issued as current interest-bearing bonds dated as of the Date of Delivery. Interest on the Bonds is payable semiannually on June 15 and December 15 of each year, commencing June 15, 2021* (each an "Interest Payment Date"). Interest will be paid from the date of original issue or most recent Interest Payment Date, whichever is later, until maturity or earlier redemption. The Bonds will bear interest at the rates and become due at the times set forth on the front cover and inside front cover pages of this Official Statement. The Bonds will be issued in fully registered book-entry-only form (see the caption "**THE BONDS - BOOK-ENTRY-ONLY SYSTEM**" herein) in denominations of $5,000 or any integral multiple thereof, not exceeding the amount maturing in a given year.

Interest on the Bonds will be paid by UMB Bank, N.A., West Des Moines, Iowa, as registrar and paying agent with respect to the Bonds (the "Registrar"), by check or draft mailed to the registered owners at their registered addresses, both as shown on the registration books of the Registrar as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"). So long as DTC (hereinafter defined) or its nominee is the registered owner of the Bonds, payment of the principal or redemption price

* Preliminary; subject to change.

thereof and interest thereon will be made directly to DTC. Principal of and premium, if any, due on the Bonds at maturity or earlier date of redemption shall be paid on presentation and surrender of the Bonds at the office of the Registrar.

Upon surrender to the Registrar for cancellation, any Bond or Bonds may be transferred or exchanged for another Bond or Bonds of like aggregate principal amount in any authorized denomination, having the same maturity and bearing the same rate of interest as the Bond or Bonds surrendered. The Registrar is not required to transfer or exchange any Bond during the period from any Record Date until the immediately succeeding Interest Payment Date or to transfer any Bond which has been called for redemption, whether in whole or in part, for a period of 30 days immediately preceding the date fixed for redemption.

In the event that payments of interest due on the Bonds on any Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

Optional Redemption*

Bonds maturing on or after _____, 20__ are subject to redemption in whole or in part, prior to maturity at the option of the City, anytime on or after the fifth anniversary of the date of original issue, at par plus accrued interest to the date fixed for redemption, with no redemption premium.

[Mandatory Redemption*

The Term Bond maturing December 15, 20__ is subject to mandatory redemption prior to maturity in part, at the principal amount thereof, plus accrued interest thereon to the date of redemption, as follows:

$_____ Principal Maturing December 15, 20__
$_____ To Be Called December 15, 20__
$_____ To Be Called December 15, 20__
$_____ To Be Called December 15, 20__
$_____ Maturing December 15, 20__]

Notice of Redemption; Effect of Redemption

Notice of redemption of any Bond or any portion thereof shall be given by first class mail to the registered owner (initially only Cede & Co. as nominee for DTC) of such Bond, addressed to his or her registered address and placed in the mail not less than thirty nor more than sixty days prior to the date fixed for redemption. Such notice shall specify the numbers of the Bonds called for redemption, the redemption date and the place where the redemption amount will be payable, and in the case of Bonds to be redeemed in part only, such notice shall specify the respective portion of the principal amount thereof to be redeemed. If funds sufficient for such redemption shall be held by the Paying Agent and Registrar on the date fixed for redemption and such notice shall have been given, the Bonds or the portion thereof thus called for redemption, shall not bear interest after the date fixed for redemption.

If less than all of the Bonds of any maturity are to be redeemed, the Paying Agent and Registrar shall determine, in its sole discretion, in any manner deemed by it to be fair and equitable, the particular Bonds or portions of Bonds of such maturity to be so redeemed. Any Bond shall be subject to redemption in part in a principal amount equal to $5,000 or any integral multiple thereof.

* Preliminary, subject to change.

Purpose and Authority

The proceeds of the Bonds shall be used for the purpose of refunding the Refunded Bonds on the date of issuance of the Bonds. The Bonds will be authorized by an ordinance passed and approved by the Mayor and Council of the City on October 6, 2020 (the "Ordinance") pursuant to Section 10-142 Reissue Revised Statutes of Nebraska.

Security

The Bonds are general obligations of the City, secured as to the payment of both principal and interest by an irrevocable pledge by the City of the full faith, credit, resources, and taxing powers of the City. As such, the City will cause to be levied and collected annually a tax by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of the Bonds as the same become due.

Book-Entry Only System

The Bonds are available in book-entry only form and beneficial ownership interests therein may be purchased in the principal amount of $5,000 or any integral multiple thereof. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds.

The following information concerning The Depository Trust Company ("DTC"), New York, New York and DTC's book-entry system has been obtained from sources the City believes to be reliable. However, the City takes no responsibility as to the accuracy or completeness thereof and neither the Indirect Participants nor the Beneficial Owners should rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each separate maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participant's accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that

clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and at www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the documents relating to the Bonds. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City (or the Registrar) as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Registrar, on payable date in accordance with their respective holdings shown on DTC's records.

Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Registrar or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Registrar (from funds provided by the City), disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Registrar. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered to DTC.

The information under this subcaption concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The City and the Registrar will not have any responsibility or obligation to Participants, to Indirect Participants or to any Beneficial Owner with respect to (i) the accuracy of any records maintained by DTC, any Direct Participant or any Indirect Participant; (ii) the payment by DTC or any Direct Participant or Indirect Participant of any amount with respect to the principal or redemption price of or interest on the Bonds; (iii) any notice which is permitted or required to be given to bondholders under the Resolution; (iv) the selection by DTC or any Direct or Indirect Participant of any person to receive payment in the event of a partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

The information included under this subcaption, other than in this paragraph, the preceding paragraph hereof and the first two full paragraphs under this subcaption, has been provided by DTC. No representation is made by the City or the Registrar as to the accuracy or adequacy of such information provided by DTC or as to the absence of material adverse changes in such information subsequent to the date hereof. The Beneficial Owners of the Bonds will rely on DTC Participants or Indirect Participants for timely payments and other notices and for otherwise making available to the Beneficial Owners the rights of a bondholder. No assurances can be given, in the event of the bankruptcy or insolvency of DTC or the Direct Participant or Indirect Participant through which a Beneficial Owner holds beneficial interest in the Bonds, that payment will be made by DTC, the Direct Participant or the Indirect Participant on a timely basis.

Book-Entry System Risk Factors

Beneficial Owners of the Bonds may experience some delay in their receipt of distributions of principal of, and interest on, the Bonds since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of its Participants, which will thereafter credit them to the accounts of the Beneficial Owners either directly or indirectly through Indirect Participants.

Since transactions in the Bonds can be effected only through DTC, its Participants, Indirect Participants and certain banks, the ability of a Beneficial Owner to pledge any Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be

limited due to lack of physical certificate. Beneficial Owners will not be recognized by the Registrar as registered owners for purposes of the Resolution, and Beneficial Owners will be permitted to exercise the rights of registered owners only indirectly through DTC and its Participants.

SOURCES AND USES OF FUNDS

Sources of Funds	
Bond Proceeds:	$_____
[Premium/Discount]:	_____
Available City Funds:	_____
TOTAL	$_____
Uses of Funds	
Refunding Deposit:	$_____
Costs of Issuance (including underwriter's fee):	_____
TOTAL	$_____

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BOND DEBT SERVICE

The following table shows the debt service (including sinking fund maturities, if applicable) on the Bonds and the Outstanding Bonds of the City. Debt service for the Bonds is based upon the maturity schedule and interest rates shown on the cover page of this Official Statement.

Fiscal Year Ending September 30	Total Outstanding Bonds Principal and Interest‡	General Obligation Refunding Bonds Series 2020D*			Combined Total
		Principal	*Interest*	*Total*	
2020			$	$	
2021					
2022		$435,000.00			
2023		440,000.00			
2024		220,000.00			
2025		230,000.00			
2026		240,000.00			
2027		260,000.00			
2028		290,000.00			
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
Total		$2,115,000.00			

NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION

The Nebraska Legislature has recently enacted legislation intended to reduce the level of property taxation and political subdivision expenditures in the State. The legislature has enacted legislation to provide for budget limitations and legislation requiring reductions in the rate of taxation for general property taxes. Budget limitations relating to counties, cities and villages (Sections 13-518 to 13-522, R.R.S. Neb. 2012, as amended, and related sections, the "Budget Limitations") limit the growth in amounts which may be budgeted with respect to certain restricted funds. Restricted funds include property taxes (excluding any amounts required to pay interest and principal on bonded indebtedness), payments in lieu of taxes, local option sales taxes, permit and regulatory fees, state aid and fees from enterprise funds to the extent budgeted for general purposes rather than the enterprise function. The limitation imposed does not apply to certain capital improvements or revenues pledged to retire bonded indebtedness or certain lease-purchase obligations. The Budget Limitations currently provide for a base limitation on increases of 2.5%. Such base limitation is subject

‡ Includes Lease Purchase Bonds, Redevelopment Revenue Bonds and Wastewater Revenue Bonds. Does not include bonds being refunded.

* Preliminary, subject to change.

to review by the Nebraska Legislature from year to year. The base limitation may be exceeded by an additional 1% upon an affirmative vote of at least 75% of the governing body. These limitations are to be enforced through the office of the Auditor of Public Accounts of the State of Nebraska and state aid may be withheld from governmental units which fail to comply.

Tax levy limitations (Section 77-3442, R.R.S. Neb. 2018, as amended, and related sections, the "Levy Limitations") provide for an overall limitation on the tax levies of counties, cities and villages. The Levy Limitations provide for an express exclusion from the limitations for property tax levies for bonded indebtedness and for certain lease-purchase obligations incurred prior to July 1, 1998.

Taxes to pay principal and interest on the City's general obligation bonds are thus not subject either to the Budget Limitations or the Levy Limitations. The Budget Limitations and the Levy Limitations do not apply to the City's proprietary funds such as the electric fund, gas fund, water fund and the sewer fund, to the extent that such funds are supported by user charges.

Under the Levy Limitations the rates for levying property taxes have been reduced for each type of governmental unit in the State of Nebraska. The rate for cities and villages, such as the City, from and after July 1, 1998, are to be no more than $0.45 per one hundred dollars ($100) of taxable value, plus an additional $0.05 for payments relating to interlocal cooperation agreements.

The future methods for providing for financing cities, schools and other local units may be altered depending upon future initiatives by the voters of the State, future actions to be taken by the Nebraska Legislature and further decisions of the Nebraska Supreme Court.

BONDHOLDERS' RISKS

The payment of the Bonds is subject to certain risks. Each prospective investor in the Bonds is encouraged to read this Official Statement in its entirety. Particular attention should be given to the factors described below which, among others, could affect the payment of debt service on the Bonds and which could also affect the market price of the Bonds to an extent that cannot be determined.

1. Infectious Diseases; Economic Downturn. Within the State, in order to slow the spread of COVID-19 after the initial onset, the Governor announced the closure of all K-12 schools through the end of the 2019-20 school year and instituted State-wide restrictions on the number of people who could gather in one place. Bars, restaurants, and many other businesses were either required to be closed or did close, or were permitted only limited operations. While the Governor has eased such restrictions, increased numbers of cases through community spread could cause restrictions to be re-imposed. The unemployment rate in the State has increased materially as a result of the restrictions and closures as well as changes in consumer behavior after the restrictions were eased. The unemployment rate in the State was 3.2% in February 2020, 8.6% in April 2020, and declined to 4.1% in August 2020, compared to a 3.1% in August 2019. The unemployment rate may increase or remain relatively high during the pandemic and ensuing recovery.

The continued proliferation of COVID-19 throughout region may materially adversely affect the operations and finances of the City due to the economic ramifications of government responses to try to slow the spread of the disease, and individuals' decisions to limit personal spending and other economic activity. The pandemic could negatively impact the timely collection of property and sales taxes within the City if taxpayers are unemployed, or their business is closed or suffering due to the pandemic. Tax payment delinquencies, disruption of the collection or distribution of taxes by the State or County, or other related factors may pressure the City's budget and cash flows.

In addition, an extended economic downturn may be experienced due to continued restrictions on businesses and limits on the number of people who can gather in one place, as well as changes in social and economic practices of individuals during and after the pandemic. Such a downturn could cause reductions in assessed valuations in the City, which could lead to unsustainable levies on taxable property when combined with other levying authorities, like the County and the school district.

Significant developments regarding COVID-19 continue to occur daily and the extent to which COVID-19 will impact the City in the future is highly uncertain and cannot be predicted.

2. Limitation of Rights Upon Insolvency. The State of Nebraska has authorized its political subdivisions to seek relief under the United States Bankruptcy Code, subject to certain restrictions. Nebraska law prohibits a city in the State, such as the City, from filing for bankruptcy if it has any defined benefit retirement plan below the following funding levels at the time of the filing of the bankruptcy petition:

Period of Petition Filing	Funded Ratio of Actuarial Value of Assets
January 1, 2020 to January 1, 2023	Less than 51.65%
January 1, 2023 to January 1, 2026	Less than 54.41%
January 1, 2026 to January 1, 2029	Less than 58.21%
January 1, 2029 to January 1, 2032	Less than 63.41%
January 1, 2032 to January 1, 2035	Less than 70.71%
January 1, 2035 to January 1, 2038	Less than 80.61%
After January 1, 2038	Less than 90.00%

The City's funded ratio for its only defined benefit retirement plan, the Police Pension Plan, based on the actuarial value of assets as of September 30, 2019, and as more fully discussed in the City's audited financial statements attached hereto, was 0.0%. The City's net pension liability as of September 30, 2019, was $2,903,071, and the City believes such unfunded amount is generally immaterial, expected to decline over time and could be covered by reserves. The City does not intend to fund any of the net pension liability. Accordingly, under current State law, the City is not permitted to file for bankruptcy protection for so long as it has an unfunded pension liability.

The United States Bankruptcy Code enables debtors, including cities, which are insolvent to obtain relief through petition and plan which may result in the modification or delay of payments to creditors, including bondholders. In the event of any insolvency upon the part of the City during which period the City is permitted to and does file for bankruptcy protection, the holders of the Bonds may be treated as general creditors of the City along with unsecured claimants. The extent to which holders of Bonds would be treated as a separate class or otherwise given priority over other claimants is a matter that would be subject to future determinations of Nebraska state and federal courts interpreting and applying both state law and the United States Bankruptcy Code. Procedures under the Bankruptcy Code or other insolvency laws could result in delays in payment and modifications of payment rights.

3. Certain Nebraska Budget and Taxation Matters. The Nebraska Legislature has taken actions designed to reduce the reliance of local governmental units on property taxation. For a discussion of such changes, see the caption "**NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION**" herein.

4. Proposed Tax Legislation. There are or may be pending in the Congress of the United States legislative proposals that, if enacted, could alter or amend the federal tax matters discussed herein or affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be

enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

TAX MATTERS

The following is a summary of the material federal and State of Nebraska income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Nebraska, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the City, under the law existing as of the issue date of the Bonds:

Federal and State of Nebraska Tax Exemption. The interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Nebraska.

Alternative Minimum Tax. The interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Bonds have not been designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

Bond Counsel's opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and State of Nebraska income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds, but has reviewed the discussion under the heading "**TAX MATTERS**."

Other Tax Consequences

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium

properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

[***Original Issue Discount.*** For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.]

[***Original Issue Premium.*** For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.]

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and

taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

CONTINUING DISCLOSURE UNDERTAKING

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the City has agreed in the Ordinance that it will provide continuing disclosure information as described in **APPENDIX C** to this Official Statement.

Compliance with Existing Continuing Disclosure Undertakings

The City believes it has complied in all material respects during the past five years with its prior undertakings under the Rule, except that the City:

- failed to file the audited financial statements of the City with respect to a portion of the bond issues for which the City is the obligated person for fiscal years ended September 30, 2014 and 2016;
- failed to file some of the operating data required pursuant to certain of its undertakings for fiscal years ended September 30, 2014 and 2016;
- did not prepare or file a Comprehensive Annual Financial Report ("CAFR") as indicated in certain of its undertakings for fiscal years ended September 30, 2014 through 2016, because the City does not prepare a CAFR and did not have a CAFR during the time such undertakings were entered into; and
- did not file notices of such failures.

RATING

Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P") has rated the Bonds "___". Any desired explanation of the significance of such ratings should be obtained from Standard & Poor's Ratings Services, 55 Water Street, New York, New York 10041. There is no assurance that the rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the agency originally establishing the rating, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds. The City undertakes no responsibility to oppose any such downward revision, suspension or withdrawal.

LEGAL OPINION

All of the legal proceedings in connection with the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., Omaha, Nebraska, Bond Counsel for the City. A copy of the proposed form of Bond Counsel opinion for the Bonds is set forth in **APPENDIX D: "PROPOSED FORM OF OPINION OF BOND COUNSEL"**, attached hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement.

FINANCIAL STATEMENTS

The financial statements of the City as and for the year ended September 30, 2019 included in **APPENDIX B** to this Official Statement have been audited by BKD, LLP, independent auditors, as stated in its report appearing therein. BKD, LLP has not been asked to provide its consent to the inclusion of the financial statements, or BKD, LLP's audit report thereon, in this Official Statement.

LITIGATION

The City will, upon delivery of the Bonds, certify that there is no litigation pending affecting the validity of the Bonds as of the date of delivery.

UNDERWRITING

D.A. Davidson & Co. has agreed to purchase the Bonds from the City at the price of $_____ of their principal amount plus accrued interest in the amount of $-0-. The purchase price reflects original issue [premium/discount] in the amount of $_____. At closing, the City will pay the Underwriter a fee for underwriting the issuance of the Bonds of $_____, from City funds on hand.

MISCELLANEOUS

The information contained in this Official Statement has been compiled or prepared from information obtained from the City and other sources deemed to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct as of this date. Any statements involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

CITY OF BELLEVUE, NEBRASKA

APPENDIX A

INFORMATION CONCERNING THE CITY OF BELLEVUE

APPENDIX A
GENERAL DESCRIPTION OF THE CITY
FINANCIAL STATEMENT
(as of September 1, 2019, except as otherwise noted and taking into consideration bonds being offered herein)

City of Bellevue	
Taxable Valuation (2019)[1]	$4,165,693,955
General Obligation Debt[2]*	$64,435,000
Ratio of Direct G.O. Debt to Taxable Valuation[2]*	1.55%
Redevelopment Revenue Bonds (Sports Complex)[2]	$2,600,000
Lease-Purchase Bonds (Not G.O. Debt) [2]	$10,805,000
Revenue Bonds[2]	$2,175,000
Sarpy County Population (estimate as of July 1, 2017)	181,439
Bellevue Population (Certified Population 12/23/2019)	58,878
Overlapping and Underlying Debt:[4]	
Sarpy County	
Taxable Valuation (2018-2019)	$15,511,549,423
General Obligation Debt[5]	$38,425,000
(26.85% applicable to City)	$10,317,112
Omaha School District	
Taxable Valuation (2018-19)	$22,180,983,314
Sarpy County Portion of Valuation	$925,251,054
General Obligation Debt[6]	$551,532,500
(4.32% applicable to City)	$23,826,204
Bellevue School District	
Taxable Valuation (2018-19)	$2,978,773,940
General Obligation Debt[7]	$57,355,000
(100.00% applicable to City)	$57,355,000
Total Overlapping and Underlying General Obligation Debt	$91,498,316
Total Direct, Overlapping and Underlying General Obligation Debt*	$155,933,316
Ratio of Direct and Overlapping G.O. Debt to Taxable Valuation*	3.74%

* Preliminary, subject to change.

[1] The 2019 Taxable Valuation includes the valuation from a number of SIDs that were annexed by the City on 10/1/2019 and 11/1/2019.

[2] Amounts are as of 6/30/2020 except that General Obligation Debt includes $2,070,000 of bonds offered herein but excludes $2,190,000 of bonds being refunded. Includes Public Safety Tax Anticipation Bonds, which are limited tax bonds; includes Highway Allocation Pledge Bonds, which are payable from highway allocation funds and a levy of taxes; includes bonds originally issued by Annexed SIDs.

[3] A minor portion of the Papillion-La Vista, Platteview and Springfield school districts each overlap with the City's limits, but any outstanding debt of such districts applicable to the City does not materially affect the City's financial position.

[4] Source: Sarpy County Leasing Corporation Official Statement dated December 10, 2018. Includes $19,405,000 outstanding principal amount of bonds and certificates of participation issued by the Sarpy County Leasing Corporation to finance or refinance the Omaha Storm Chasers Stadium Project.

[5] Source: Nebraska Auditor of Public Accounts, Budget Data as of December 18, 2018.

[6] Source: Bellevue Public Schools 1/28/2019.

Tax Increment Financing

The City has issued tax increment revenue bonds to provide funds to pay for the costs of the design and construction of public improvements described within the following development areas of the City: Marathon Ventures, Southgate Apartments, Cornhusker Point and WH Bellevue, LLC.

These bonds do not constitute any indebtedness of the City. The city has no responsibility for repayment of this debt, except from specific tax increment revenues attributable to increased valuations in specific project areas.

Future Borrowing Plans

In addition to the bonds offered herein, the City contemplates financing approximately $5,000,000 in general obligation infrastructure improvements in fiscal year 2019-2020.

Actual future borrowings will depend on future needs as they are identified.

Debt Limitations

Under Nebraska law, there is no general limitation on general obligation or revenue indebtedness.

THE CITY

The City of Bellevue has the third greatest population in the State of Nebraska and is the largest city in Sarpy County, Nebraska. The City borders on Omaha's southern limits. Bellevue is the oldest community in Nebraska and was, in 1854, the Territorial Capital of Nebraska.

The City's close proximity to Omaha has helped to increase the population, but Bellevue also has a growing business community. Major commercial/retail areas include Olde Towne, strip malls anchored by a Shopko store, a Walmart Supercenter, and a Target and Bakers stores, respectively. Several developers are studying additional retail developments. A major employer in the vicinity is STRATCOM located at Offutt Air Force Base, which lies on the southern edge of the City.

City officials are as follows:

Rusty Hike	Mayor
Thomas Burns	Council Member
Paul Cook	Council Member
Don Preister	Council Member
Pat Shannon	Council Member
Bob Stinson	Council Member
Kathy Welch	Council Member
Susan Kluthe	City Clerk
Jeff Roberts	Dir. of Public Works
Bree Robbins	City Attorney
Jim Ristow	Administrator
Rich Severson	City Treas./Fin. Dir.

Population

Year	*City of Bellevue*	*Sarpy County*
2004	47,347	135,572
2009	51,044	153,504
2010	50,137	158,840
2019 (estimate)	53,544	187,196

Source: Bureau of Census, U.S. Dept. of Commerce; Bureau of Business Research, UNL; U.S. Census Quick Facts

Government

Bellevue is a municipal corporation and a city of the first class, organized under the Mayor-Council plan of government and is currently governed by a Mayor and a six-member City Council. The City provides general municipal governmental services, including sewer and sanitation service (further described in "**ENVIRONMENTAL MATTERS**" below), street construction and maintenance, library facilities, parks and recreational facilities and police and fire protection. The City's budget is governed by the Nebraska Budget Act. The City has, in the course of recent years, made capital improvements needed in each year to serve the sustained growth of the community. Water service is provided by Metropolitan Utility District (MUD). Electric service is provided by Omaha Public Power District (OPPD). Natural Gas service is provided by Metropolitan Utility District (MUD) and Black Hills Energy (BH).

City Employees

The City of Bellevue currently has 95 sworn police officers, 54 full-time sworn firefighters and a pool of 61 part-time firefighters in its fire department. The City employs another 141 full-time and 33 part-time workers in departments such as finance, administration, planning and permits, public works, parks and recreation, streets and human services, along with a Mayor and six City Council Members.

Pension Fund

The City provides retirement benefits for its civilian employees and firefighters through defined contribution plans. The City provides retirement benefits to police officers through a hybrid pension plan. For full information on retirement benefits, see Note 9 and Note 10 to the City's Financial Statements, as included in **APPENDIX B**.

Education

Educational needs of the community are provided by the Bellevue Public Schools (the "District") and Omaha Public Schools providing public education for kindergarten through grade twelve. The District was created by the State of Nebraska and is accredited by the State Department of Education.

The District has 23 elementary buildings, 3 middle schools, and 4 senior highs.

Bellevue is also the home of Bellevue University, a fully accredited university, with current enrollment of approximately 10,000 students.

Health Care

Health care needs of the community are provided by a variety of physicians and hospitals in the Omaha/Sarpy County metro area, including those affiliated with the CHI Health Care Systems, the University of Nebraska (UMA Associates) and the Creighton/Boys Town System.

Health care is also available for active duty and retired military through the Ehrling Bergquist Hospital located at Offutt Air Force Base.

Communications

U.S. West Communications provides telecommunications services to the Bellevue area with a digital central office and digital access tandem. Telephone services are also provided by Cox Communications. A multitude of radio stations and four television stations provide viewing services to the community and Cox Communications provides cable service.

The Omaha World Herald is the leading daily newspaper and the Bellevue Leader provides weekly news coverage to the community.

Recreational

The City has 50 parks and recreational areas covering 750 acres along with several miles of biking and walking trails. Facilities include picnic grounds, restrooms, softball, baseball and soccer fields, basketball courts, tennis courts, sand volleyball courts, swimming pools, and camping located on the Missouri River.

Financial Institutions

Banking services in the City are provided by Great Southern Bank (Branch of Reeds Spring, Missouri), Wells Fargo Bank, N.A. (Branch of Sioux Falls, South Dakota), Great Western Bank (Branch of Watertown, South Dakota), First National Bank of Omaha (Branch of Omaha), Bank of the West (Branch of San Francisco, California), U.S. Bank N.A. (Branch of Cincinnati, Ohio), American National Bank (Branch of Omaha), Centris Federal Credit Union (Branch of Omaha), Cobalt Credit Union and Accessbank.

Employment (Sarpy County)

Year	Total Labor Force	Number Employed	Unemployment Rate (%)	Nebraska Unemployment Rate (%)
2018	94,553	92,429	2.2	2.8
2017	92,240	89,675	2.8	2.9
2016	91,217	88,442	3.0	3.3
2015	90,705	88,123	2.8	3.1
2014	89,787	86,995	3.1	3.3

Source: Nebraska Department of Labor, Labor Market Information, Local Area Unemployment Statistics

Retail Sales

Year	Bellevue Net Taxable Sales
2019	$457,178,325
2018	433,103,208
2017	432,797,283
2016	425,318,496
2015	409,823,070

Source: NE Dept. of Revenue

Principal Area Employers

Employer	Type of Business	No. of Employees
Offutt Air Force Base (StratCom)	Military Base	16,753 (military and civilian)
Bellevue Public Schools	Schools	1,300
Bellevue University	Higher Education	810
Hillcrest Health	Senior Living	678
Wal-Mart	Retail	560
Nebraska Medicine	Healthcare	500
Northrop Grumman	Defense	350

Source: City of Bellevue, Nebraska

TAX BASE DATA

Values for Tax Levy Purposes

Year	*City of Bellevue*
2020	$4,390,744,147*
2019	4,165,693,955*
2018	3,104,241,224
2017	2,985,416,584
2016	2,843,352,972
2015	2,727,840,979

Source: Nebraska Auditor of Public Accounts; Sarpy County Assessor; City of Bellevue, Nebraska
**2019 includes Annexed SIDs. 2020 is the Assessor's preliminary valuation.*

Tax Levy History (per $100 for fiscal year ending in year designated)

Fiscal Year End	General Fund	Debt Service Fund	City Total	School District	County
2020	$0.444000	$0.166000	$0.610000	$1.215661	$0.296900
2019	0.418553	0.191447	0.610000	1.140991	0.296900
2018	0.430000	0.180000	0.610000	1.156982	0.296900
2017	0.423206	0.186794	0.610000	1.112409	0.296900
2016	0.423000	0.187000	0.610000	1.105008	0.296900
2015	0.423161	0.186839	0.610000	1.098370	0.299900

Source: Sarpy County Assessor's Office; Nebraska Department of Revenue

Tax Collection History

The fiscal year for the City begins October 1 and ends the following September 30. Taxes are levied in October of each year by the County based upon budget requests from the City. Taxes are levied upon valuations determined as of the preceding January 1 as finally determined in the following August. All property taxes become due on December 31 and become delinquent (that is, begin to bear interest) in the following year. The first installment of real estate taxes becomes delinquent on April 1 and the second installment becomes delinquent on August 1. The same delinquency dates apply for personal property taxes.

Property taxes collected on the City levy for the most recent years (for fiscal years ending as shown) are as follows:

Fiscal Year End	Total Tax Levy-General Fund	Current Tax Collections	Percent of Levy Collected
2019	$12,992,904	$12,693,688	97.7%
2018	12,837,291	12,400,304	96.6
2017	12,033,238	11,842,283	98.4
2016	11,538,760	11,418,163	99.0
2015	11,415,205	10,982,673	96.2

Largest Taxpayers

Listed below are the largest taxpayers in the City of Bellevue.

Taxpayer	*2018 Valuation (Real Estate Only)*
NS OVLK LLC	$24,135,000
MFR Partners XVI LLC	22,775,000
NS LNDG LLC	18,560,000
Twin Creek Apartments LLC	17,800,000
Trailside Apartments LLC	15,900,000
AIC Income Fund Bellevue LLC	15,680,000
Out Front Properties Inc.	13,260,000
Wal-Mart Real Estate	12,300,000
Menard Inc. Etal	11,300,000
Marcus Nebraska LLC	10,880,000

Source: Sarpy County Assessor's Office

Sales Tax

Collections from the City's Local Sales and Use Tax of 1.5% are as follows:

Fiscal Year	Amount Collected
2018/19	$11,688,767.76
2017/18	10,772,932.55
2016/17	10,613,837.48
2015/16	10,552,357.99
2014/15	9,923,463.31

Source: Nebraska Department of Revenue

Highway Allocation Fund

Revenues received by the City of Bellevue from the State of Nebraska Highway Allocation Fund are as follows:

Fiscal Year	Revenues
2018/19	$5,212,367.17
2017/18	4,840,351.51
2016/17	4,677,482.68
2015/16	4,435,297.58
2014/15	4,417,712.03

Source: Nebraska State Treasurer's Office, https://treasurer.nebraska.gov/tm/aid-to-cities.aspx

ENVIRONMENTAL MATTERS

The City operates storm sewers and discharges storm water into several watercourses. The Nebraska Department of Environmental Quality ("NDEQ") has classified the City as a small Municipal Separate Storm Sewer System ("MS4") under Clean Water Act ("CWA") regulations. The City has a storm water management plan.

The City owns and operates the Waste Water System, however, the City does not own a Waste Water treatment facility but contracts with the City of Omaha for treatment of wastewater. Payments made to the City of Omaha for such services are treated as operating expenses of the Waste Water System. Also, the City contracts with Metropolitan Utilities District (the Omaha metropolitan area's water utility) for billing and collection of the City's sewer fees from its customers.

The Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("Superfund Law"), as amended, impacts the City in several ways. Liability for investigation and cleanup of contaminated sites under CERCLA does not depend on fault and may be founded on the ownership of a previously contaminated site or on the disposal or arranging for disposal of even very small amounts of hazardous substances. Costs of any required clean up can be substantial. Solid waste is currently being collected by independent haulers and is disposed of at privately owned landfills.

APPENDIX B

ACCOUNTANTS' REPORTS AND FINANCIAL STATEMENTS
FISCAL YEAR END SEPTEMBER 30, 2019

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated _____, 2020 (the **"Disclosure Undertaking"**), is executed and delivered by **THE CITY OF BELLEVUE, IN THE STATE OF NEBRASKA** (the **"Issuer"**).

RECITALS

1. This Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of $_____ General Obligation Refunding Bonds, Series 2020D (the **"Bonds"**), pursuant to an ordinance adopted October ___, 2020 by the governing body of the Issuer (the **"Ordinance"**).

2. The Issuer is entering into this Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the **"Rule"**). The Issuer is the only **"obligated person"** with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Ordinance, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report filed by the Issuer pursuant to, and as described in, **Section 2** of this Disclosure Undertaking.

"Beneficial Owner" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

"Dissemination Agent" means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation;

or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the **12**-month period beginning on **October 1** and ending on **September 30** or any other **12**-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

"Material Events" means any of the events listed in **Section 3** of this Disclosure Undertaking.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than not later than **nine months** after the end of each fiscal year, commencing with fiscal year ended September 30, 2020, file with the MSRB, through EMMA, the following financial information and operating data (the "**Annual Report**"):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, prepared in accordance with the accounting principles described in the notes to the financial statements included as part of the Official Statement (the "**Official Statement**"). If audited financial statements of the Issuer are not available by the time the Annual Report is required to be filed, the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements will be filed in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the fiscal year of certain financial information and operating data relating to the Issuer in substantially the same format contained in Appendix A to the Official Statement under the following headings:

- FINANCIAL STATEMENT: City of Bellevue
- FINANCIAL STATEMENT: Overlapping and Underlying Debt
- THE CITY: Retail Sales
- THE CITY: Principal Area Employers
- TAX BASE DATA

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an **"obligated person"** (as defined by the Rule), which have been filed with the MSRB and is available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that

the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. No later than 10 business days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("**Material Events**"):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the Issuer;
(13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
(15) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)**, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this **Section 3**.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of

all of the Bonds. If the Issuer's obligations under this Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including, without limitation, the Annual Report) prepared by the Issuer pursuant to this Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the Issuer may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Undertaking.

If a provision of this Disclosure Undertaking is amended or waived, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Disclosure Undertaking, the Issuer shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Ordinance or the Bonds, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Issuer to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Disclosure Undertaking, the Ordinance or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Disclosure Undertaking shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Nebraska.

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APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

_____, 2020

City of Bellevue, Nebraska
Bellevue, Nebraska

D.A. Davidson & Co.
Omaha, Nebraska

Re: $_____ City of Bellevue, in the State of Nebraska
General Obligation Refunding Bonds, Series 2020D

Ladies and Gentlemen:

We have acted as bond counsel to the City of Bellevue (the "Issuer") in the State of Nebraska, (the "State") in connection with the issuance of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the Issuer and are valid and legally binding general obligations of the Issuer.

2. The Bonds are payable as to both principal and interest from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable property within the territorial limits of the Issuer.

3. The interest on the Bonds (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Nebraska, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal and Nebraska income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have not been designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement). Further, we express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

13f.1.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: Finance Director		Michael Rogers, GilmoreBell; Cody Wickham, D.A.Davidson	
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☑	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Refinance debt - Refund Taxable Redevelopment Refunding Bonds, Series 2020 dated 5/6/2019 and issue Taxable Redevelopment Refunding Bonds, Series 2020 in an amount not to exceed $2,500,000.

SYNPOSIS/BACKGROUND:

The City of Bellevue will refund up to $2,600,000 of the outstanding 2019 bonds and issue up to $2,500,000 of new bonds (currently expected to be $2,345,000). Although we expect to generate net savings, the primarily purpose of this transaction is to manage debt more effectively. In 2009, the City bonded the purchase of 25 acres of land and construction of a sports complex in the amount of $3,550,000. In 2010, the City bonded the purchase of an adjacent 62 acres in the amount of $900,000. These bonds were refinanced in 2019 and have an balance of $2,600,000.00.

FISCAL IMPACT: $0 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Resolution No. 2020-41, authorizing and providing for issuance of Taxable Redevelopment Refunding Bonds, Series 2020 in an amount not to exceed $2,500,000.

ATTACHMENTS:

1.	Resolution No. 2020-41	2.	Preliminary Official Statement draft	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

RESOLUTION NO. 2020-41

A RESOLUTION AUTHORIZING THE ISSUANCE OF TAXABLE REDEVELOPMENT REFUNDING BONDS, SERIES 2020 OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) TO (A) PROVIDE FOR THE PAYMENT AND REDEMPTION OF CERTAIN REDEVELOPMENT REVENUE BONDS OF THE CITY OF BELLEVUE, NEBRASKA, ACTING AS THE BELLEVUE COMMUNITY DEVELOPMENT AGENCY; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PLEDGING CERTAIN RECEIPTS FROM THE LEVYING OF LIMITED TAXES UPON TAXABLE PROPERTY WITHIN THE CITY FOR PAYMENT OF PRINCIPAL AND INTEREST ON SAID BONDS AS THE SAME FALL DUE AND ALSO PLEDGING CERTAIN FUNDS TO BE HELD UNDER THE TERMS OF THIS RESOLUTION; AND RELATED MATTERS

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

Section 1. The Mayor and Council (the **"Council"**) of the City of Bellevue, Nebraska (the **"City"**), acting as the Bellevue Community Development Agency (the **"Agency"**) hereby find and determine as follows:

(a) The City previously created the Agency to consist of the City Council of the City and to exercise the powers provided for in Sections 18-2101 to 18-2144 and 18-2147 to 18-2153, R.R.S. Neb., as amended (collectively, the **"Act"**).

(b) Pursuant to the Act the City, acting as the Agency, has previously issued and there are now outstanding and unpaid Taxable Redevelopment Refunding Bonds, Series 2019, in the outstanding principal amount of $2,600,000, dated May 6, 2019 (the **"Refunded Bonds"**), and bearing interest and maturing as follows:

Amount	Maturity (December 15)	Interest Rate
$250,000	2020	2.750%
2,350,000	2021	2.950

Such 2019 Bonds were originally issued in the principal amount of $2,865,000. The 2019 Bonds are redeemable at the option of the City at any time on or after May 6, 2020, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(c) The Refunded Bonds were issued for the purpose of refunding the (i) Redevelopment Revenue Bonds (Sports Complex – Limited Tax Pledge – Taxable Interest), Series 2009A, date of original issue – December 3, 2009, issued in the original principal amount of $3,550,000 (the "2009A Bonds"); and (ii) Redevelopment Revenue Bonds (Sports Complex – Limited Tax Pledge – Tax-Exempt Interest), Series 2009B, date of original issue – January 19, 2010, issued in the original principal amount of $900,000 (the "2009B Bonds"). The 2009A Bonds and the 2009B Bonds were issued for the purpose of paying the costs of redevelopment of certain real estate located in the City (the **"Project"**) as designated in a redevelopment

plan approved by the Mayor and Council of the City on September 14, 2009, all in compliance with the Act. All of the Refunded Bonds remain unpaid and are a legal liability against the City, acting as the Agency, provision for the payment of which may be made by the lawful issuance and sale of refunding bonds of the City, acting as the Agency, pursuant to the Act.

(d) Since the issuance of the Refunded Bonds, the rates of interest available in the markets have declined so that the City and the Agency can effect a savings in interest costs by providing for payment and redemption of the Refunded Bonds, as determined by an Authorized Officer (defined herein) in accordance with the provisions of this Resolution, through the issuance of refunding bonds of the City, acting as the Agency.

(e) The City, acting as the Agency, herein authorizes calling the Refunded Bonds for payment and redemption in accordance with law and the Resolution authorizing the Refunded Bonds, on a date to be determined as provided for herein (the **"Redemption Date"**).

(f) All bond sinking fund money, including reserve funds, of the City, acting as the Agency, in existence with respect to the Refunded Bonds has been or will be used to pay principal and interest maturating, accruing and falling due on the Refunded Bonds on or before the Redemption Date, all of such sinking fund money being hereby appropriated and set aside for such purpose, it being found hereby that no sinking fund money is presently in existence to pay the principal of or interest on the Refunded Bonds being called for redemption on the Redemption Date, and the City has no other funds accumulated for the payment thereof.

(g) All conditions, acts and things required by law to exist or to be done precedent to and in connection with the issuance of Taxable Redevelopment Refunding Bonds, Series 2020 (the **"Bonds"**) of the City, acting as the Agency, in the principal amount of not to exceed $2,500,000 do exist and have been done and performed as required or provided by law.

Section 2. (a) To provide funds for the purpose of refinancing the Refunded Bonds, all as set out in **Section 1** hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed $2,500,000. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the **"Underwriter"**). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an **"Authorized Officer"**) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a **"Designation"**), (i) the aggregate purchase price of the Bonds, including any original issue discount or premium and including any underwriting discount, (ii) the underwriting discount or fee, which shall not exceed 1.35% of the aggregate stated principal amount of the Bonds, and whether such discount or fee shall be paid from bond proceeds or other City funds, (iii) the form and contents of any bond purchase agreement in connection with such sale, (iv) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed $2,500,000, and the final maturity date, which shall not be later than December 15, 2025, (v) the principal amounts maturing in each year, (vi) the rate or rates of interest to be borne by each principal maturity, provided that the true interest cost on the bonds is not more than 2.50%, (vii) the principal payment dates and interest payment dates, (viii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (ix) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (x) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (xi) all other terms and provisions of the Bonds not otherwise specified or fixed by this Resolution.

(b) The Authorized Officers, or each individually, are hereby authorized to call the Refunded Bonds for redemption on such date he or she determines appropriate, which date shall be the Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds.

Section 3. Interest on the Bonds at the respective rates for each maturity is payable semiannually on dates to be determined in the Designation (each of such dates an **"Interest Payment Date"**) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner's address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day immediately preceding such Interest Payment Date (the **"Record Date"**) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

Section 4. Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

Section 5. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COUNTY OF SARPY
CITY OF BELLEVUE
TAXABLE REDEVELOPENT REFUNDING BONDS, SERIES 2020

Issued by the City of Bellevue as the
BELLEVUE COMMUNITY DEVELOPMENT AGENCY

Interest Rate	Maturity Date	Date of Issue	CUSIP Number
	_____, 20___	_____, 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: **DOLLARS**

The **CITY OF BELLEVUE, NEBRASKA,** (the **"City"**) **acting as the BELLEVUE COMMUNITY DEVELOPEMNT AGENCY**, (the **"Agency"**) in the County of Sarpy, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on _____ and _____ of each year, beginning _____, 20__ (each of such dates an **"Interest Payment Date"**) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, _____ (the **"Registrar"**), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner's address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day immediately preceding an Interest Payment Date (the **"Record Date"**). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one maturing on and after _____, 20__ are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after _____, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of $5,000 and if any bond be in a denomination in excess of $5,000, portions of the principal amount thereof in installments of $5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Resolution (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Resolution (hereinafter defined). Notice of redemption having been given as provided in the Resolution (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of $5,000 and integral multiples thereof, of the total principal amount of _____ _____ Thousand Dollars ($_____) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City, acting as the Agency, under the terms of Section 18-2101.01, R.R.S. Neb., as amended, for the purpose of refunding (a) $_____ principal amount of Taxable Redevelopment Refunding Bonds, Series 2019, date of original issue – May 6, 2019, which 2019 Bonds were issued for the purpose of refunding the (i) Redevelopment Revenue Bonds (Sports Complex – Limited Tax Pledge – Taxable Interest), Series 2009A, date of original issue – December 3, 2009, issued in the original principal amount of $3,550,000 (the "2009A Bonds"); and (ii) Redevelopment Revenue Bonds (Sports Complex – Limited Tax Pledge – Tax-Exempt Interest), Series 2009B, date of original issue – January 19, 2010, issued in the original principal amount of $900,000 (the "2009B Bonds"). The 2009A Bonds and the 2009B Bonds were issued for the purpose of paying the costs of redevelopment of certain real estate located in the City (the **"Project"**) as designated in a redevelopment plan approved by the Mayor and Council of the City on September 14, 2009, all in compliance with Article 21 of Chapter 18, R.R.S. Neb., as amended (the **"Act"**) and has been duly authorized by resolution passed and approved by the Mayor and Council as the governing body of the Agency (the **"Resolution"**).

This bond constitutes a limited obligation of the Agency payable from the limited tax which the City is authorized to provide for pursuant to Section 18-2107(11) of the Act (the **"Agency Taxes"**), from revenues of the Project (including revenues from any sale of property within the Project) and from any other funds legally available and determined upon by the City for payment of the Bonds. Pursuant to the Resolution and Sections 18-2124 and 18-2130 of the Act, the Agency Taxes and revenues of the Project have been pledged for this bond and the series of which this bond is one, all equally and ratably as the same fall due. **This bond shall not constitute a general obligation of the City or the Agency and neither the City nor the Agency shall be liable for the payment thereof out of any sources other than amounts received from the Agency Taxes or revenues of the Project for the payment of principal and interest on this bond under the terms of the Resolution. This bond shall not constitute an obligation of the State of Nebraska or of the City of Bellevue (except for amounts from the Agency Taxes) and neither the State of Nebraska nor the City of Bellevue shall be liable for the payment thereof (except for amounts from the Agency Taxes). Neither the members of the Agency's governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.**

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Resolution and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar

shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

IT IS HEREBY CERTIFIED AND WARRANTED that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond and the Refunded Bonds did exist, did happen and were done and performed in regular and due form and time as required by law.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

CITY OF BELLEVUE, NEBRASKA (ACTING AS THE BELLEVUE COMMUNITY DEVELOPMENT AGENCY)

ATTEST:

By: _____ (Facsimile Signature)
Mayor

By: _____ (Facsimile Signature)
Clerk

[S E A L]

BOND REGISTRAR AND PAYING AGENT'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the series of bonds described in the within-mentioned Resolution.

_____, Bond Registrar and Paying Agent

By: _____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

Section 6. Each of the Bonds shall be executed on behalf of the City, acting as the Agency, with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the **"Depository"**), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the **"Representation Letter"**) in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a **"Bond Participant"**) or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a **"Beneficial Owner"**) with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this **Section**.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer (acting in the capacity as treasurer for the Agency), who is authorized to deliver them to the Underwriter, the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Resolution.

Section 7. The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the **"Registrar"**) for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer (acting in the capacity as treasurer for the Agency). The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled **"Paying Agent and Registrar's Agreement"** between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner's attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Resolution of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to

defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The City and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

Section 8. The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to the redemption of the Refunded Bonds on the Redemption Date. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

Section 9. After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer, acting as treasurer of the Agency, is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Purchase Agreement described herein.

Section 10. There is hereby ordered established and created with the City Treasurer, acting as treasurer of the Agency, a special fund and account to be designated as the **"Series 2020 Bond Payment Account"**. From the proceeds of the Bonds, a sum (which may be $0) as shall be determined in the Designation may be deposited to the 2020 Bond Payment Account to pay a portion of the interest first falling due on the Bonds. The City, acting as the Agency under the Act, hereby agrees that it will certify for levy and levy annually, in accordance with the authorization set forth in Section 18-2107(11) of the Act, taxes on all the taxable property in the City at a rate not to exceed 2.6 cents on each $100 of taxable valuation sufficient to provide for the payments of principal and interest on the Bonds as the same fall due, with the Bonds being equally and ratably secured by such agreement and pledge, such taxes being referred to in this resolution as the Agency Taxes. The City, acting as the Agency, hereby pledges (1) the Agency Taxes and (2) any revenues received from the Project (including revenues from the sale of property within the Project) for the prompt payment of the principal and interest on the Bonds as the same fall due, in accordance with and as authorized by Sections 18-2124 and 18-3130 of the Act. Amounts from the Agency Taxes and revenues of the Project shall be deposited to the Series 2020 Bond Payment Account and applied to pay debt service on the Series 2020 Bonds. The City, in its separate capacity hereby acknowledges and confirms the pledges made for the benefit of the registered owners of the Bonds as set forth in this Resolution. Amounts deposited to the Series 2020 Bond Payment Account are hereby pledged to the payment of the principal and interest on the Bonds as the same fall due.

Section 11. The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to the Underwriter.

Section 12. The Agency hereby declares its intention that interest on the Bonds shall be includable in gross income for purposes of federal income taxation and no Form 8038-G shall be filed with respect to the Bonds.

Section 13. The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement (the **"Purchase Agreement"**) for the sale of the Bonds to the Underwriter, in a form approved by such Authorized Officer(s).

Section 14. The City hereby (1) authorizes and directs that an Authorized Officer execute and deliver, as of date of issue of the Bonds, a Continuing Disclosure Undertaking (the **"Undertaking"**) in such form as shall be satisfactory to bond counsel for the City, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Undertaking) or any Beneficial Owner or any other owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section. For purposes of this section, **"Beneficial Owner"** means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 15. The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

Section 16. The City's obligation under this Resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as **"Government Obligations"**), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Resolution; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

Section 17. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers, the City Clerk, the City

Attorney and all other officers, officials, employees and agents of the City, serving as officers of the Agency as well as of the City, to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Resolution, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

Section 18. If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the other provisions of this Resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Resolution are to be extent of such conflict hereby repealed.

Section 19. This Resolution shall be in full force and effect from and after its passage as provided by law.

PASSED AND APPROVED: October ____, 2020.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
Clerk

[SEAL]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor may there be any sale of these securities in any jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER ___, 2020

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is included in gross income for federal income tax purposes and is not exempt from Nebraska income taxation.

New Issue
Book-Entry-Only

Rating: S&P "___"

$2,345,000*
CITY OF BELLEVUE, NEBRASKA
TAXABLE REDEVELOPMENT REFUNDING BONDS
SERIES 2020

Dated: Date of Delivery

Due: December 15, as shown below

UMB Bank, N.A., West Des Moines, Iowa, is the Paying Agent and Registrar. Interest on the Bonds is payable semiannually on June 15 and December 15 of each year, commencing June 15, 2021*. The Bonds are issuable as fully registered bonds and, when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Purchases of Bonds will be made in book-entry-only form, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC Participants. Beneficial owners of the Bonds will not receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Bonds. So long as DTC or its nominee is the registered owner of the Bonds, payments of the principal or redemption price of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants. See "**THE BONDS - Book-Entry-Only System**."

MATURITY SCHEDULE*

(December 15) Maturity Date	Principal Amount	Interest Rate	Price	CUSIP
2022†	$925,000	%	%	
2025†	1,420,000			

† Term Bonds

The Bonds shall be subject to redemption, in whole or in part, prior to maturity at any time on or after _____*, at the option of the City, at par plus accrued interest to the date set for redemption.

The Bonds are offered in book-entry form, when, as and if issued and received by the Underwriters and subject to the approval of legality by Gilmore & Bell, P.C., Omaha, Nebraska, Bond Counsel to the City, and certain other conditions. It is expected that the Bonds will be available for delivery through The Depository Trust Company, in New York, New York, on or about November ___, 2020.*

D A DAVIDSON

D.A. Davidson & Co. member SIPC

* Preliminary, subject to change.

CITY OF BELLEVUE, NEBRASKA

Mayor

Rusty Hike

City Council

Thomas Burns	Bob Stinson
Paul Cook	Don Preister
Kathy Welch	Pat Shannon

Key City Personnel

Jim Ristow, City Administrator
Susan Kluthe, City Clerk
Rich Severson, Treasurer/Finance Director

City Attorney

Bree Robbins
Bellevue, Nebraska

BOND COUNSEL

Gilmore & Bell, P.C.
450 Regency Parkway, Suite 320
Omaha, NE 68114

UNDERWRITER

D.A. Davidson & Co.
450 Regency Parkway, Suite 400
Omaha, NE 68114

The information contained in the Official Statement has been obtained from the City of Bellevue, from Sarpy County, Nebraska, and other sources which are believed to be reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information, and nothing contained in the Official Statement is, or shall be, relied on as a promise or representation by the Underwriter. The Official Statement is submitted in connection with the sale of securities as referred to therein, and may not be reproduced or be used, in whole or in part, for any other purpose. Neither delivery of the Official Statement nor any sale made thereunder shall create an implication that information therein is correct as of any time subsequent to its date.

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representation with respect to the Bonds offered hereby other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds offered hereby by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and from other sources believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances create any implication that there has been no change in the affairs of the Issuer or the City since the date hereof.

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FORWARD-LOOKING STATEMENTS

This Official Statement contains statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The school district does not expect or intend to issue any updates or revisions to those forward-looking statements if or when its expectations change or events, conditions or circumstances on which such statements are based occur or fail to occur.

These securities have not been registered with the securities and exchange commission by reason of the provisions of sections 3(a)(2) and 3(a)(4) of the securities act of 1933, as amended. The registration or qualification of these securities in accordance with applicable provisions of securities laws of the states in which these securities have been registered or qualified and the exemption from registration or qualification in other states shall not be regarded as a recommendation thereof. Neither these states nor any of their agencies have passed upon the merits of the securities or the accuracy or completeness of this official statement. Any representation to the contrary may be a criminal offense.

OFFICIAL STATEMENT

CITY OF BELLEVUE, NEBRASKA

**$2,345,000*
TAXABLE REDEVELOPMENT REFUNDING BONDS
SERIES 2020**

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and any Appendices hereto, is to furnish information concerning the City of Bellevue, Nebraska (the "City") and certain other information in connection with the issuance and sale of the City's $2,345,000* Taxable Redevelopment Refunding Bonds, Series 2020 (the "Bonds"). Information in this Official Statement concerning the City has been furnished by the City or obtained from other sources believed to be reliable.

Sources of Certain Information

There follow in this Official Statement brief descriptions of the Bonds and the City. All descriptions of documents herein are only summaries and are qualified in their entirety by reference to each such document. During the offering period, copies of such documents may be obtained from the City or from D.A. Davidson & Co. (the "Underwriter"). Information in this Official Statement concerning the City has been furnished by the City or obtained from other sources believed to be reliable.

THE BONDS

General Description

The Bonds are being issued as current interest-bearing bonds dated as of the Date of Delivery. Interest on the Bonds is payable semiannually on June 15 and December 15 of each year, commencing June 15, 2021* (each an "Interest Payment Date"). Interest will be paid from the date of original issue or most recent Interest Payment Date, whichever is later, until maturity or earlier redemption. The Bonds will bear interest at the rates and become due at the times set forth on the front cover and inside front cover pages of this Official Statement. The Bonds will be issued in fully registered book-entry-only form (see the caption "**THE BONDS - BOOK-ENTRY-ONLY SYSTEM**" herein) in denominations of $5,000 or any integral multiple thereof, not exceeding the amount maturing in a given year.

Interest on the Bonds will be paid by UMB Bank, N.A., West Des Moines, Iowa, as registrar and paying agent with respect to the Bonds (the "Registrar"), by check or draft mailed to the registered owners at their registered addresses, both as shown on the registration books of the Registrar as of the fifteenth day immediately preceding the Interest Payment Date (the "Record Date"). So long as DTC (hereinafter defined) or its nominee is the registered owner of the Bonds, payment of the principal or redemption price thereof and interest thereon will be made directly to DTC. Principal of and premium, if any, due on the Bonds at maturity or earlier date of redemption shall be paid on presentation and surrender of the Bonds at the office of the Registrar.

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* Preliminary, subject to change.

Upon surrender to the Registrar for cancellation, any Bond or Bonds may be transferred or exchanged for another Bond or Bonds of like aggregate principal amount in any authorized denomination, having the same maturity and bearing the same rate of interest as the Bond or Bonds surrendered. The Registrar is not required to transfer or exchange any Bond during the period from any Record Date until the immediately succeeding Interest Payment Date or to transfer any Bond which has been called for redemption, whether in whole or in part, for a period of 30 days immediately preceding the date fixed for redemption.

In the event that payments of interest due on the Bonds on any Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

Optional Redemption*

Bonds are subject to redemption, in whole or in part, prior to maturity at the option of the City, anytime on or after _____, at par plus accrued interest to the date fixed for redemption, with no redemption premium.

Notice of Redemption; Effect of Redemption

Notice of redemption of any Bond or any portion thereof shall be given by first class mail to the registered owner (initially only Cede & Co. as nominee for DTC) of such Bond, addressed to his or her registered address and placed in the mail not less than thirty nor more than sixty days prior to the date fixed for redemption. Such notice shall specify the numbers of the Bonds called for redemption, the redemption date and the place where the redemption amount will be payable, and in the case of Bonds to be redeemed in part only, such notice shall specify the respective portion of the principal amount thereof to be redeemed. If funds sufficient for such redemption shall be held by the Paying Agent and Registrar on the date fixed for redemption and such notice shall have been given, the Bonds or the portion thereof thus called for redemption, shall not bear interest after the date fixed for redemption.

If less than all of the Bonds of any maturity are to be redeemed, the Paying Agent and Registrar shall determine, in its sole discretion, in any manner deemed by it to be fair and equitable, the particular Bonds or portions of Bonds of such maturity to be so redeemed. Any Bond shall be subject to redemption in part in a principal amount equal to $5,000 or any integral multiple thereof.

Outstanding Bonds

The City currently has outstanding its Taxable Redevelopment Refunding Bonds, Series 2019, date of original issue – May 6, 2019, issued in the original principal amount of $2,865,000 (the "Refunded Bonds").

Purpose and Authority

The Bonds are being issued for the purpose of refunding the Refunded Bonds. The Refunded Bonds were issued for the purpose of refunding the (i) Redevelopment Revenue Bonds (Sports Complex – Limited Tax Pledge – Taxable Interest), Series 2009A, date of original issue – December 3, 2009, issued in the original principal amount of $3,550,000 (the "2009A Bonds"); and (ii) Redevelopment Revenue Bonds (Sports Complex – Limited Tax Pledge – Tax-Exempt Interest), Series 2009B, date of original issue – January 19, 2010, issued in the original principal amount of $900,000 (the "2009B Bonds"). The 2009A Bonds and the 2009B Bonds were issued to pay the costs of a redevelopment project consisting of a softball

complex (the "Project") constructed and developed in a redevelopment project area within the City. The Bonds have been duly authorized by a resolution duly passed and approved (the "Resolution") and by proceedings duly had by the Mayor and Council of the City of Bellevue, Nebraska, pursuant to Article 21 of Chapter 18, R.R.S. Neb. 2007, as amended, (the "Community Development Act"). The City in 1987, by Ordinance No. 2483 created the Bellevue Community Development Agency (the "Agency") in order for the City to be able to exercise the powers of a community development authority under the terms of the Community Development Act, with such agency to consist of the Mayor and Council of the City. An authority under the Community Development Act has the power to issue bonds, limited as to payment to the resources granted by the Community Development Act to an authority, under Sections 18-2124 and 18-2130 of the Community Development Act. **The Bonds are not general obligations of the City and are payable solely from the limited tax revenues provided for under the terms of the Resolution, from the revenues of the Project and from other available funds allocated by the City, as more fully described herein.**

Security

Under Section 18-2107(11) of the Community Development Act, the City (as the Agency) is authorized to provide for the levying of property taxes on all the taxable property in the City at the rate of 2.6¢ on each $100 of taxable valuation in order to carry out the redevelopment purposes of an authority, including the payment of principal and interest on bonds issued to pay costs of redevelopment projects. Under Sections 18-2124 of the Community Development Act, bonds issued by an authority may be payable from tax revenues authorized under the Community Development Act. The City (acting as the Agency) agrees in the Resolution that it will cause to be levied and collected annually a tax, subject to the limitation of rate not to exceed 2.6¢ per $100 as provided for under the Community Development Act, by valuation on all the taxable property in the City, in addition to all other taxes, sufficient in rate and amount to fully pay the principal and interest of the Bonds as the same become due, after taking into account other funds available for such purposes. The City may levy such 2.6¢ tax to pay debt service on the Bonds so long as the Bonds are outstanding, even in the event of sale of ownership of property within the Project. A tax levy of 2.6¢ per $100 on the current (2019) taxable valuation of the City ($4,165,693,955) is expected to produce approximately $1,080,000 per year.

The Resolution provides for the creation of a Series 2020 Bond Payment Account. Amounts from the permitted taxes, from the revenues of the Project (including proceeds from the sale of any part of the Project) and any other funds legally available and determined upon by the City for payment of the Bonds shall be deposited to the Series 2020 Bond Payment Account and applied to the payment of the principal and interest on the Bonds as the same fall due, or upon earlier redemption.

The City does not expect to receive revenues from operating the Project, but any revenues the City does receive from the Project shall be deposited into the Series 2020 Bond Payment Account. **Prospective purchasers of the Bonds should not rely on any prospective payment source other than the City's commitment to provide for payments from limited tax sources as described in this Official Statement. See "BONDHOLDERS' RISKS – Bonds Payable from Limited Tax and Other Revenues" herein.**

Book-Entry Only System

The Bonds are available in book-entry only form and beneficial ownership interests therein may be purchased in the principal amount of $5,000 or any integral multiple thereof. Purchasers of the Bonds will not receive certificates representing their interests in the Bonds.

The following information concerning The Depository Trust Company ("DTC"), New York, New York and DTC's book-entry system has been obtained from sources the City believes to be reliable. However, the City takes no responsibility as to the accuracy or completeness thereof and neither the Indirect Participants nor the Beneficial Owners should rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants, as the case may be. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each separate maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participant's accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and at www.dtc.org.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of

the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the documents relating to the Bonds. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City (or the Registrar) as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Registrar or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Registrar (from funds provided by the City), disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Registrar. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the Bonds will be printed and delivered to DTC.

The information under this subcaption concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The City and the Registrar will not have any responsibility or obligation to Participants, to Indirect Participants or to any Beneficial Owner with respect to (i) the accuracy of any records maintained by DTC, any Direct Participant or any Indirect Participant; (ii) the payment by DTC or any Direct Participant or Indirect Participant of any amount with respect to the principal or redemption price of or interest on the Bonds; (iii) any notice which is permitted or required to be given to bondholders under the Resolution; (iv) the selection by DTC or any Direct or Indirect Participant of any person to receive payment in the event of a partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

The information included under this subcaption, other than in this paragraph, the preceding paragraph hereof and the first two full paragraphs under this subcaption, has been provided by DTC. No representation is made by the City or the Registrar as to the accuracy or adequacy of such information provided by DTC or as to the absence of material adverse changes in such information subsequent to the date hereof. The Beneficial Owners of the Bonds will rely on DTC Participants or Indirect Participants for timely payments and other notices and for otherwise making available to the Beneficial Owners the rights of a bondholder. No assurances can be given, in the event of the bankruptcy or insolvency of DTC or the Direct Participant or Indirect Participant through which a Beneficial Owner holds beneficial interest in the Bonds, that payment will be made by DTC, the Direct Participant or the Indirect Participant on a timely basis.

Book-Entry System Risk Factors

Beneficial Owners of the Bonds may experience some delay in their receipt of distributions of principal of, and interest on, the Bonds since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of its Participants, which will thereafter credit them to the accounts of the Beneficial Owners either directly or indirectly through Indirect Participants.

Since transactions in the Bonds can be effected only through DTC, its Participants, Indirect Participants and certain banks, the ability of a Beneficial Owner to pledge any Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of physical certificate. Beneficial Owners will not be recognized by the Registrar as registered owners for purposes of the Resolution, and Beneficial Owners will be permitted to exercise the rights of registered owners only indirectly through DTC and its Participants.

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SOURCES AND USES OF FUNDS

Sources of Funds	
Bond Proceeds:	$_____
[Premium/Discount]:	_____
Available City Funds:	_____
TOTAL	$_____
Uses of Funds	
Refunding Deposit:	$_____
Costs of Issuance (including underwriter's fee):	_____
TOTAL	$_____

BOND DEBT SERVICE

The following table shows the debt service (including sinking fund maturities, if applicable) on the Bonds. Debt service for the Bonds is based upon the maturity schedule and interest rates shown on the cover page of this Official Statement.

Fiscal Year Ending September 30	Taxable Redevelopment Refunding Bonds Series 2020*		
	Principal	*Interest*	*Total*
2021		$	$
2022	$460,000		
2023	465,000		
2024	470,000		
2025	475,000		
2026	475,000		
Total	**$2,865,000**	$	$

NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION

The Nebraska Legislature has recently enacted legislation intended to reduce the level of property taxation and political subdivision expenditures in the State. The legislature has enacted legislation to provide for budget limitations and legislation requiring reductions in the rate of taxation for general property taxes. Budget limitations relating to counties, cities and villages (Sections 13-518 to 13-522, R.R.S. Neb. 2012, as amended, and related sections, the "Budget Limitations") limit the growth in amounts which may be budgeted with respect to certain restricted funds. Restricted funds include property taxes (excluding any amounts required to pay interest and principal on bonded indebtedness), payments in lieu of taxes, local option sales taxes, permit and regulatory fees, state aid and fees from enterprise funds to the extent budgeted for general purposes rather than the enterprise function. The limitation imposed does not apply to certain capital improvements or revenues pledged to retire bonded indebtedness or certain lease-purchase obligations. The

* Preliminary, subject to change.

Budget Limitations currently provide for a base limitation on increases of 2.5%. Such base limitation is subject to review by the Nebraska Legislature from year to year. The base limitation may be exceeded by an additional 1% upon an affirmative vote of at least 75% of the governing body. These limitations are to be enforced through the office of the Auditor of Public Accounts of the State of Nebraska and state aid may be withheld from governmental units which fail to comply.

Tax levy limitations (Section 77-3442, R.R.S. Neb., as amended, and related sections, the "Levy Limitations") provide for an overall limitation on the tax levies of counties, cities and villages. The Levy Limitations provide for an express exclusion from the limitations for property tax levies for bonded indebtedness and for certain lease-purchase obligations incurred prior to July 1, 1998.

Taxes to pay principal and interest on the City's general obligation bonds are thus not subject either to the Budget Limitations or the Levy Limitations. The Budget Limitations and the Levy Limitations do not apply to the City's proprietary funds such as the electric fund, gas fund, water fund and the sewer fund, to the extent that such funds are supported by user charges.

Under the Levy Limitations the rates for levying property taxes have been reduced for each type of governmental unit in the State of Nebraska. The rate for cities and villages, such as the City, from and after July 1, 1998, are to be no more than $0.45 per one hundred dollars ($100) of taxable value, plus an additional $0.05 for payments relating to interlocal cooperation agreements.

The future methods for providing for financing cities, schools and other local units may be altered depending upon future initiatives by the voters of the State, future actions to be taken by the Nebraska Legislature and further decisions of the Nebraska Supreme Court.

BONDHOLDERS' RISKS

The payment of the Bonds is subject to certain risks. Each prospective investor in the Bonds is encouraged to read this Official Statement in its entirety. Particular attention should be given to the factors described below which, among others, could affect the payment of debt service on the Bonds and which could also affect the market price of the Bonds to an extent that cannot be determined.

1. Infectious Diseases; Economic Downturn. Within the State, in order to slow the spread of COVID-19 after the initial onset, the Governor announced the closure of all K-12 schools through the end of the 2019-20 school year and instituted State-wide restrictions on the number of people who could gather in one place. Bars, restaurants, and many other businesses were either required to be closed or did close, or were permitted only limited operations. While the Governor has eased such restrictions, increased numbers of cases through community spread could cause restrictions to be re-imposed. The unemployment rate in the State has increased materially as a result of the restrictions and closures as well as changes in consumer behavior after the restrictions were eased. The unemployment rate in the State was 3.2% in February 2020, 8.6% in April 2020, and declined to 4.1% in August 2020, compared to a 3.1% in August 2019. The unemployment rate may increase or remain relatively high during the pandemic and ensuing recovery.

The continued proliferation of COVID-19 throughout region may materially adversely affect the operations and finances of the City due to the economic ramifications of government responses to try to slow the spread of the disease, and individuals' decisions to limit personal spending and other economic activity. The pandemic could negatively impact the timely collection of property and sales taxes within the City if taxpayers are unemployed, or their business is closed or suffering due to the pandemic. Tax payment

delinquencies, disruption of the collection or distribution of taxes by the State or County, or other related factors may pressure the City's budget and cash flows.

In addition, an extended economic downturn may be experienced due to continued restrictions on businesses and limits on the number of people who can gather in one place, as well as changes in social and economic practices of individuals during and after the pandemic. Such a downturn could cause reductions in assessed valuations in the City, which could lead to unsustainable levies on taxable property when combined with other levying authorities, like the County and the school district.

Significant developments regarding COVID-19 continue to occur daily and the extent to which COVID-19 will impact the City in the future is highly uncertain and cannot be predicted.

2. Bonds Payable from Limited Tax and Other Revenues. The Bonds are special, limited obligations of the City payable solely from receipts of the 2.6 cent levy, revenues of the Project including any sale of property owned by the City as part of the Project, and other funds allocated by the City, as more fully described in "**THE BONDS: Security**" herein. Neither the Bonds nor the interest thereon constitute a general obligation of the City, nor is the payment thereof guaranteed by the City or any governmental subdivision, agency or instrumentality. If there is a default in the payment of the Bonds, the owners of the Bonds will have no right to foreclose upon or otherwise obtain use or possession of any part of the Project.

3. Limitation of Rights Upon Insolvency. The State of Nebraska has authorized its political subdivisions to seek relief under the United States Bankruptcy Code, subject to certain restrictions. Nebraska law prohibits a city in the State, such as the City, from filing for bankruptcy if it has any defined benefit retirement plan below the following funding levels at the time of the filing of the bankruptcy petition:

Period of Petition Filing	Funded Ratio of Actuarial Value of Assets
January 1, 2020 to January 1, 2023	Less than 51.65%
January 1, 2023 to January 1, 2026	Less than 54.41%
January 1, 2026 to January 1, 2029	Less than 58.21%
January 1, 2029 to January 1, 2032	Less than 63.41%
January 1, 2032 to January 1, 2035	Less than 70.71%
January 1, 2035 to January 1, 2038	Less than 80.61%
After January 1, 2038	Less than 90.00%

The City's funded ratio for its only defined benefit retirement plan, the Police Pension Plan, based on the actuarial value of assets as of September 30, 2019, and as more fully discussed in the City's audited financial statements attached hereto, was 0.0%. The City's net pension liability as of September 30, 2019, was $2,903,071, and the City believes such unfunded amount is generally immaterial, expected to decline over time and could be covered by reserves. The City does not intend to fund any of the net pension liability. Accordingly, under current State law, the City is not permitted to file for bankruptcy protection for so long as it has an unfunded pension liability.

The United States Bankruptcy Code enables debtors, including cities, which are insolvent to obtain relief through petition and plan which may result in the modification or delay of payments to creditors, including bondholders. In the event of any insolvency upon the part of the City during which period the City is permitted to and does file for bankruptcy protection, the holders of the Bonds may be treated as general creditors of the City along with unsecured claimants. The extent to which holders of Bonds would be treated as a separate class or otherwise given priority over other claimants is a matter that would be subject to future determinations of Nebraska state and federal courts interpreting and applying both state

law and the United States Bankruptcy Code. Procedures under the Bankruptcy Code or other insolvency laws could result in delays in payment and modifications of payment rights.

4. Certain Nebraska Budget and Taxation Matters. The Nebraska Legislature has taken actions designed to reduce the reliance of local governmental units on property taxation. For a discussion of such changes, see the caption "**NEBRASKA DEVELOPMENTS RELATED TO BUDGETS AND TAXATION**" herein.

5. Proposed Tax Legislation. There are or may be pending in the Congress of the United States legislative proposals that, if enacted, could alter or amend the federal tax matters discussed herein or affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

TAX MATTERS

The following is a summary of the material federal and State of Nebraska income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Nebraska, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Tax Status of the Bonds – Federal and State of Nebraska

No Federal or Nebraska Tax Exemption. The interest on the Bonds is *included* in gross income for federal income tax purposes, in accordance with an owner's normal method of accounting, and is *not* exempt from income taxation by the State of Nebraska. Bond Counsel is expressing no opinion regarding federal, state or local tax consequences arising with respect to the Bonds. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

Other Tax Consequences

[****Original Issue Discount.*** For Federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The issue price of a Bond is the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. If the original issue discount on a Bond is more than a *de minimis* amount (generally ¼ of 1% of the stated redemption price at maturity of the Bond multiplied by the number of complete years to its maturity date), then that Bond will be treated as issued with original issue discount. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the

yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be included in gross income for federal income tax purposes, and will increase the owner's tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.**]

[**_Original Issue Premium._ For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, the owner of a Bond having bond premium may elect to amortize the premium over the term of the Bond using constant yield principles, based on the purchaser's yield to maturity. An owner of a Bond amortizes bond premium by offsetting the qualified stated interest allocable to an accrual period with the bond premium allocable to that accrual period. This offset occurs when the owner takes the qualified stated interest into income under the owner's regular method of accounting. If the premium allocable to an accrual period exceeds the qualified stated interest for that period, the excess is treated by the owner as a deduction under Section 171(a)(1) of the Code. As premium is amortized, the owner's basis in the Bond will be reduced by the amount of amortizable bond premium properly allocable to the owner. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.**]

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

CONTINUING DISCLOSURE UNDERTAKING

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the City has agreed in the Ordinance that it will provide continuing disclosure information as described in **APPENDIX C** to this Official Statement.

Compliance with Existing Continuing Disclosure Undertakings

The City believes it has complied in all material respects during the past five years with its prior undertakings under the Rule, except that the City:

- failed to file the audited financial statements of the City with respect to a portion of the bond issues for which the City is the obligated person for fiscal years ended September 30, 2014 and 2016;
- failed to file some of the operating data required pursuant to certain of its undertakings for fiscal years ended September 30, 2014 and 2016;
- did not prepare or file a Comprehensive Annual Financial Report ("CAFR") as indicated in certain of its undertakings for fiscal years ended September 30, 2014 through 2016, because the City does not prepare a CAFR and did not have a CAFR during the time such undertakings were entered into; and
- did not file notices of such failures.

RATING

Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P") has rated the Bonds "___". Any desired explanation of the significance of such ratings should be obtained from Standard & Poor's Ratings Services, 55 Water Street, New York, New York 10041. There is no assurance that the rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the agency originally establishing the rating, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds. The City undertakes no responsibility to oppose any such downward revision, suspension or withdrawal.

LEGAL OPINION

All of the legal proceedings in connection with the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., Omaha, Nebraska, Bond Counsel for the City.

FINANCIAL STATEMENTS

The financial statements of the City as and for the year ended September 30, 2019 included in **APPENDIX B** to this Official Statement have been audited by BKD, LLP, independent auditors, as stated in its report appearing therein. BKD, LLP has not been asked to provide its consent to the inclusion of the financial statements, or BKD, LLP's audit report thereon, in this Official Statement.

LITIGATION

The City will, upon delivery of the Bonds, certify that there is no litigation pending affecting the validity of the Bonds as of the date of delivery.

UNDERWRITING

D.A. Davidson & Co. has agreed to purchase the Bonds from the City at the price of $_____ of their principal amount plus accrued interest in the amount of $-0-. The purchase price reflects original issue [premium/discount] in the amount of $_____. At closing, the City will pay the Underwriter a fee for underwriting the issuance of the Bonds of $_____, from City funds on hand.

MISCELLANEOUS

The information contained in this Official Statement has been compiled or prepared from information obtained from the City and other sources deemed to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct as of this date. Any statements involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

CITY OF BELLEVUE, NEBRASKA

APPENDIX A

INFORMATION CONCERNING THE CITY OF BELLEVUE

APPENDIX A
GENERAL DESCRIPTION OF THE CITY
FINANCIAL STATEMENT
(as of September 1, 2019, except as otherwise noted and taking into consideration bonds being offered herein)

City of Bellevue	
Taxable Valuation (2019)[1]	$4,165,693,955
General Obligation Debt[2]*	$64,435,000
Ratio of Direct G.O. Debt to Taxable Valuation[2]*	1.55%
Redevelopment Revenue Bonds (Sports Complex)[2]	$2,600,000
Lease-Purchase Bonds (Not G.O. Debt)[2]	$10,805,000
Revenue Bonds[2]	$2,175,000
Sarpy County Population (estimate as of July 1, 2017)	181,439
Bellevue Population (Certified Population 12/23/2019)	58,878
Overlapping and Underlying Debt:[4]	
Sarpy County	
Taxable Valuation (2018-2019)	$15,511,549,423
General Obligation Debt[5]	$38,425,000
(26.85% applicable to City)	$10,317,112
Omaha School District	
Taxable Valuation (2018-19)	$22,180,983,314
Sarpy County Portion of Valuation	$925,251,054
General Obligation Debt[6]	$551,532,500
(4.32% applicable to City)	$23,826,204
Bellevue School District	
Taxable Valuation (2018-19)	$2,978,773,940
General Obligation Debt[7]	$57,355,000
(100.00% applicable to City)	$57,355,000
Total Overlapping and Underlying General Obligation Debt	$91,498,316
Total Direct, Overlapping and Underlying General Obligation Debt*	$155,933,316
Ratio of Direct and Overlapping G.O. Debt to Taxable Valuation*	3.74%

* Preliminary, subject to change.

[1] The 2019 Taxable Valuation includes the valuation from a number of SIDs that were annexed by the City on 10/1/2019 and 11/1/2019.

[2] Amounts are as of 6/30/2020 except that General Obligation Debt includes $2,070,000 of bonds offered herein but excludes $2,190,000 of bonds being refunded. Includes Public Safety Tax Anticipation Bonds, which are limited tax bonds; includes Highway Allocation Pledge Bonds, which are payable from highway allocation funds and a levy of taxes; includes bonds originally issued by Annexed SIDs.

[3] A minor portion of the Papillion-La Vista, Platteview and Springfield school districts each overlap with the City's limits, but any outstanding debt of such districts applicable to the City does not materially affect the City's financial position.

[4] Source: Sarpy County Leasing Corporation Official Statement dated December 10, 2018. Includes $19,405,000 outstanding principal amount of bonds and certificates of participation issued by the Sarpy County Leasing Corporation to finance or refinance the Omaha Storm Chasers Stadium Project.

[5] Source: Nebraska Auditor of Public Accounts, Budget Data as of December 18, 2018.

[6] Source: Bellevue Public Schools 1/28/2019.

Tax Increment Financing

The City has issued tax increment revenue bonds to provide funds to pay for the costs of the design and construction of public improvements described within the following development areas of the City: Marathon Ventures, Southgate Apartments, Cornhusker Point and WH Bellevue, LLC.

These bonds do not constitute any indebtedness of the City. The city has no responsibility for repayment of this debt, except from specific tax increment revenues attributable to increased valuations in specific project areas.

Future Borrowing Plans

In addition to the bonds offered herein, the City contemplates financing approximately $5,000,000 in general obligation infrastructure improvements in fiscal year 2019-2020.

Actual future borrowings will depend on future needs as they are identified.

Debt Limitations

Under Nebraska law, there is no general limitation on general obligation or revenue indebtedness.

THE CITY

The City of Bellevue has the third greatest population in the State of Nebraska and is the largest city in Sarpy County, Nebraska. The City borders on Omaha's southern limits. Bellevue is the oldest community in Nebraska and was, in 1854, the Territorial Capital of Nebraska.

The City's close proximity to Omaha has helped to increase the population, but Bellevue also has a growing business community. Major commercial/retail areas include Olde Towne, strip malls anchored by a Shopko store, a Walmart Supercenter, and a Target and Bakers stores, respectively. Several developers are studying additional retail developments. A major employer in the vicinity is STRATCOM located at Offutt Air Force Base, which lies on the southern edge of the City.

City officials are as follows:

Rusty Hike	Mayor
Thomas Burns	Council Member
Paul Cook	Council Member
Don Preister	Council Member
Pat Shannon	Council Member
Bob Stinson	Council Member
Kathy Welch	Council Member
Susan Kluthe	City Clerk
Jeff Roberts	Dir. of Public Works
Bree Robbins	City Attorney
Jim Ristow	Administrator
Rich Severson	City Treas./Fin. Dir.

Population

Year	*City of Bellevue*	*Sarpy County*
2004	47,347	135,572
2009	51,044	153,504
2010	50,137	158,840
2019 (estimate)	53,544	187,196

Source: Bureau of Census, U.S. Dept. of Commerce; Bureau of Business Research, UNL; U.S. Census Quick Facts

Government

Bellevue is a municipal corporation and a city of the first class, organized under the Mayor-Council plan of government and is currently governed by a Mayor and a six-member City Council. The City provides general municipal governmental services, including sewer and sanitation service (further described in "ENVIRONMENTAL MATTERS" below), street construction and maintenance, library facilities, parks and recreational facilities and police and fire protection. The City's budget is governed by the Nebraska Budget Act. The City has, in the course of recent years, made capital improvements needed in each year to serve the sustained growth of the community. Water service is provided by Metropolitan Utility District (MUD). Electric service is provided by Omaha Public Power District (OPPD). Natural Gas service is provided by Metropolitan Utility District (MUD) and Black Hills Energy (BH).

City Employees

The City of Bellevue currently has 95 sworn police officers, 54 full-time sworn firefighters and a pool of 61 part-time firefighters in its fire department. The City employs another 141 full-time and 33 part-time workers in departments such as finance, administration, planning and permits, public works, parks and recreation, streets and human services, along with a Mayor and six City Council Members.

Pension Fund

The City provides retirement benefits for its civilian employees and firefighters through defined contribution plans. The City provides retirement benefits to police officers through a hybrid pension plan. For full information on retirement benefits, see Note 9 and Note 10 to the City's Financial Statements, as included in **APPENDIX B**.

Education

Educational needs of the community are provided by the Bellevue Public Schools (the "District") and Omaha Public Schools providing public education for kindergarten through grade twelve. The District was created by the State of Nebraska and is accredited by the State Department of Education.

The District has 23 elementary buildings, 3 middle schools, and 4 senior highs.

Bellevue is also the home of Bellevue University, a fully accredited university, with current enrollment of approximately 10,000 students.

Health Care

Health care needs of the community are provided by a variety of physicians and hospitals in the Omaha/Sarpy County metro area, including those affiliated with the CHI Health Care Systems, the University of Nebraska (UMA Associates) and the Creighton/Boys Town System.

Health care is also available for active duty and retired military through the Ehrling Bergquist Hospital located at Offutt Air Force Base.

Communications

U.S. West Communications provides telecommunications services to the Bellevue area with a digital central office and digital access tandem. Telephone services are also provided by Cox Communications. A multitude of radio stations and four television stations provide viewing services to the community and Cox Communications provides cable service.

The Omaha World Herald is the leading daily newspaper and the Bellevue Leader provides weekly news coverage to the community.

Recreational

The City has 50 parks and recreational areas covering 750 acres along with several miles of biking and walking trails. Facilities include picnic grounds, restrooms, softball, baseball and soccer fields, basketball courts, tennis courts, sand volleyball courts, swimming pools, and camping located on the Missouri River.

Financial Institutions

Banking services in the City are provided by Great Southern Bank (Branch of Reeds Spring, Missouri), Wells Fargo Bank, N.A. (Branch of Sioux Falls, South Dakota), Great Western Bank (Branch of Watertown, South Dakota), First National Bank of Omaha (Branch of Omaha), Bank of the West (Branch of San Francisco, California), U.S. Bank N.A. (Branch of Cincinnati, Ohio), American National Bank (Branch of Omaha), Centris Federal Credit Union (Branch of Omaha), Cobalt Credit Union and Accessbank.

Employment (Sarpy County)

Year	Total Labor Force	Number Employed	Unemployment Rate (%)	Nebraska Unemployment Rate (%)
2018	94,553	92,429	2.2	2.8
2017	92,240	89,675	2.8	2.9
2016	91,217	88,442	3.0	3.3
2015	90,705	88,123	2.8	3.1
2014	89,787	86,995	3.1	3.3

Source: Nebraska Department of Labor, Labor Market Information, Local Area Unemployment Statistics

Retail Sales

Year	Bellevue Net Taxable Sales
2019	$457,178,325
2018	433,103,208
2017	432,797,283
2016	425,318,496
2015	409,823,070

Source: NE Dept. of Revenue

Principal Area Employers

Employer	Type of Business	No. of Employees
Offutt Air Force Base (StratCom)	Military Base	16,753 (military and civilian)
Bellevue Public Schools	Schools	1,300
Bellevue University	Higher Education	810
Hillcrest Health	Senior Living	678
Wal-Mart	Retail	560
Nebraska Medicine	Healthcare	500
Northrop Grumman	Defense	350

Source: City of Bellevue, Nebraska

TAX BASE DATA

Values for Tax Levy Purposes

Year	*City of Bellevue*
2020	$4,390,744,147*
2019	4,165,693,955*
2018	3,104,241,224
2017	2,985,416,584
2016	2,843,352,972
2015	2,727,840,979

Source: Nebraska Auditor of Public Accounts; Sarpy County Assessor; City of Bellevue, Nebraska
**2019 includes Annexed SIDs. 2020 is the Assessor's preliminary valuation.*

Tax Levy History (per $100 for fiscal year ending in year designated)

Fiscal Year End	General Fund	Debt Service Fund	City Total	School District	County
2020	$0.444000	$0.166000	$0.610000	$1.215661	$0.296900
2019	0.418553	0.191447	0.610000	1.140991	0.296900
2018	0.430000	0.180000	0.610000	1.156982	0.296900
2017	0.423206	0.186794	0.610000	1.112409	0.296900
2016	0.423000	0.187000	0.610000	1.105008	0.296900
2015	0.423161	0.186839	0.610000	1.098370	0.299900

Source: Sarpy County Assessor's Office; Nebraska Department of Revenue

Tax Collection History

The fiscal year for the City begins October 1 and ends the following September 30. Taxes are levied in October of each year by the County based upon budget requests from the City. Taxes are levied upon valuations determined as of the preceding January 1 as finally determined in the following August. All property taxes become due on December 31 and become delinquent (that is, begin to bear interest) in the following year. The first installment of real estate taxes becomes delinquent on April 1 and the second installment becomes delinquent on August 1. The same delinquency dates apply for personal property taxes.

Property taxes collected on the City levy for the most recent years (for fiscal years ending as shown) are as follows:

Fiscal Year End	Total Tax Levy-General Fund	Current Tax Collections	Percent of Levy Collected
2019	$12,992,904	$12,693,688	97.7%
2018	12,837,291	12,400,304	96.6
2017	12,033,238	11,842,283	98.4
2016	11,538,760	11,418,163	99.0
2015	11,415,205	10,982,673	96.2

Largest Taxpayers

Listed below are the largest taxpayers in the City of Bellevue.

Taxpayer	*2018 Valuation (Real Estate Only)*
NS OVLK LLC	$24,135,000
MFR Partners XVI LLC	22,775,000
NS LNDG LLC	18,560,000
Twin Creek Apartments LLC	17,800,000
Trailside Apartments LLC	15,900,000
AIC Income Fund Bellevue LLC	15,680,000
Out Front Properties Inc.	13,260,000
Wal-Mart Real Estate	12,300,000
Menard Inc. Etal	11,300,000
Marcus Nebraska LLC	10,880,000

Source: Sarpy County Assessor's Office

Sales Tax

Collections from the City's Local Sales and Use Tax of 1.5% are as follows:

Fiscal Year	Amount Collected
2018/19	$11,688,767.76
2017/18	10,772,932.55
2016/17	10,613,837.48
2015/16	10,552,357.99
2014/15	9,923,463.31

Source: Nebraska Department of Revenue

Highway Allocation Fund

Revenues received by the City of Bellevue from the State of Nebraska Highway Allocation Fund are as follows:

Fiscal Year	Revenues
2018/19	$5,212,367.17
2017/18	4,840,351.51
2016/17	4,677,482.68
2015/16	4,435,297.58
2014/15	4,417,712.03

Source: Nebraska State Treasurer's Office, https://treasurer.nebraska.gov/tm/aid-to-cities.aspx

ENVIRONMENTAL MATTERS

The City operates storm sewers and discharges storm water into several watercourses. The Nebraska Department of Environmental Quality ("NDEQ") has classified the City as a small Municipal Separate Storm Sewer System ("MS4") under Clean Water Act ("CWA") regulations. The City has a storm water management plan.

The City owns and operates the Waste Water System, however, the City does not own a Waste Water treatment facility but contracts with the City of Omaha for treatment of wastewater. Payments made to the City of Omaha for such services are treated as operating expenses of the Waste Water System. Also, the City contracts with Metropolitan Utilities District (the Omaha metropolitan area's water utility) for billing and collection of the City's sewer fees from its customers.

The Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("Superfund Law"), as amended, impacts the City in several ways. Liability for investigation and cleanup of contaminated sites under CERCLA does not depend on fault and may be founded on the ownership of a previously contaminated site or on the disposal or arranging for disposal of even very small amounts of hazardous substances. Costs of any required clean up can be substantial. Solid waste is currently being collected by independent haulers and is disposed of at privately owned landfills.

APPENDIX B

ACCOUNTANTS' REPORTS AND FINANCIAL STATEMENTS
FISCAL YEAR END SEPTEMBER 30, 2019

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

APPENDIX C

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated _____, 2020 (the **"Disclosure Undertaking"**), is executed and delivered by **THE CITY OF BELLEVUE, IN THE STATE OF NEBRASKA** (the **"Issuer"**).

RECITALS

1. This Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of $_____ Taxable Redevelopment Refunding Bonds, Series 2020 (the **"Bonds"**), pursuant to an ordinance adopted October ____, 2020 by the governing body of the Issuer (the **"Ordinance"**).

2. The Issuer is entering into this Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the **"Rule"**). The Issuer is the only **"obligated person"** with responsibility for continuing disclosure hereunder.

The Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Ordinance, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report filed by the Issuer pursuant to, and as described in, **Section 2** of this Disclosure Undertaking.

"Beneficial Owner" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Business Day" means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the paying agent or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

"Dissemination Agent" means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation;

or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means the **12**-month period beginning on **October 1** and ending on **September 30** or any other **12**-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

"Material Events" means any of the events listed in **Section 3** of this Disclosure Undertaking.

"**MSRB**" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

Section 2. Provision of Annual Reports.

(a) The Issuer shall, not later than not later than **nine months** after the end of each fiscal year, commencing with fiscal year ended September 30, 2020, file with the MSRB, through EMMA, the following financial information and operating data (the "**Annual Report**"):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, prepared in accordance with the accounting principles described in the notes to the financial statements included as part of the Official Statement (the "**Official Statement**"). If audited financial statements of the Issuer are not available by the time the Annual Report is required to be filed, the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements will be filed in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the fiscal year of certain financial information and operating data relating to the Issuer in substantially the same format contained in Appendix A to the Official Statement under the following headings:

- FINANCIAL STATEMENT: City of Bellevue
- FINANCIAL STATEMENT: Overlapping and Underlying Debt
- THE CITY: Retail Sales
- THE CITY: Principal Area Employers
- TAX BASE DATA

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an **"obligated person"** (as defined by the Rule), which have been filed with the MSRB and is available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that

the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

(b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. No later than 10 business days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("**Material Events**"):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the Issuer;
(13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
(15) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)**, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this **Section 3**.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of

all of the Bonds. If the Issuer's obligations under this Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including, without limitation, the Annual Report) prepared by the Issuer pursuant to this Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the Issuer may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Disclosure Undertaking.

If a provision of this Disclosure Undertaking is amended or waived, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Disclosure Undertaking, the Issuer shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Ordinance or the Bonds, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Issuer to comply with this Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Disclosure Undertaking, the Ordinance or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Disclosure Undertaking shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Nebraska.

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15a.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☑	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Construction Engineering Agreement (Participating), (MAPA-5081(1), CN 22775)

SYNPOSIS/BACKGROUND:

On September 3, 2019, the City Council approved and the Mayor signed Resolution 2019-31 and the LPA Program Agreement between the City of Bellevue and the Nebraska Department of Transportation (NDOT) for the 2020 Bellevue Major Resurfacing Project, Project No. MAPA-5081(1), Control No. 22775. Alfred Benesch & Company had been selected to perform engineering construction services for the project pursuant to the LPA Program Agreement in the amount of $182,384.63, which will be an 80/20 split, with the City of Bellevue to be reimbursed 80% as part of advance construction funding with NDOT.

FISCAL IMPACT: $182,384.63 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:		INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Construction Engineering Agreement				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	2020 Bellevue Major Street Resurfacing, Project No. MAPA-5081(1), Control No. 22775				
START DATE:		END DATE:		PAYMENT DATE:	
INSURANCE REQUIRED:	YES				
CIP PROJECT NAME:		CIP PROJECT NUMBER:	ST20(8), ST20(9), ST20(10), ST20(11), ST20(12), & ST20(13)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CIPST20(8 THRU 13)	ACCOUNT NUMBER:			

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution and the participating Construction Engineering Agreement with Alfred Benesch & Company for the 2020 Bellevue Major Resurfacing Project, Project No. MAPA-5081(1), Control No. 22775, in the amount of $182,384.63.

ATTACHMENTS:

1.	Construction Engineering Agreement	2.	Resolution 2020-39	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brett Mollins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

Task Order Agreement No.		BK2045
Master Agreement No.		BK2011
Effective (NTP) Date		6-18-2020
Task Order Amount	SRC	$182,384.63

ON-CALL CONSTRUCTION ENGINEERING SERVICES TASK ORDER AGREEMENT

LPA PROJECTS

CITY OF BELLEVUE
ALFRED BENESCH & COMPANY
PROJECT NO. MAPA-5081(1)
CONTROL NO. 22775
BELLEVUE MAJOR STREET RESURFACING

THIS AGREEMENT is between the City of Bellevue ("LPA") and Alfred Benesch & Company ("Consultant"); collectively referred to as the "Parties".

WHEREAS, Consultant entered into an On-Call Professional Services Master Agreement No. BK2011 "Master Agreement, with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Construction Engineering services ("Services") for future Federal-aid transportation projects when selected by LPA or State, and

WHEREAS, plans, special provisions, and standard specifications are being completed for the letting and construction of a federal-aid transportation related project, and

WHEREAS, LPA desires that this project 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 LPA dated _____ day of _____, 20___, attached as Exhibit "C" and incorporated herein by this reference, and

WHEREAS, LPA, or State on LPA's behalf, selected Consultant to provide professional services for the project identified as Project No. MAPA-5081(1), and

WHEREAS, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and

WHEREAS, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf, and

WHEREAS, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

WHEREAS, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

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

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Alfred Benesch & Company
Address	14748 W Center Rd. #200 Omaha, NE 68144
Project Manager's Name	Mike Higgins
Project Manager's Phone	402-333-5792

1.2 State Project Coordinator

Name	Karl Burns
Phone Number	402-935-5411

1.3 LPA RC/PL

Name	Dean Dunn
Phone Number	402-293-3025

1.4 State Agreements Specialist

Name	Dawn Knott
Phone Number	402-479-4414

SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES

2.1 State, on behalf of LPA, is authorized to issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) State's determination, on LPA's behalf, that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility.

2.2 As provided in Section 8 of the program agreement between State and LPA for this project, State, on behalf of LPA, may issue an early notice to proceed when necessary upon determination that federal funding approval has been obtained for the project.

2.3 In the event that prior to the Effective Date of this Task Order, Consultant is issued a Notice-to-Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of the Task Order.

2.4 Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid.

2.5 Consultant shall complete all the Services under this Task Order within 60 calendar days from the construction completion date stated on the DR Form 91 "Notification of Contract Completion." Consultant shall invoice the work within 150 calendar days of the construction completion date. The completion of the construction of this project is estimated to be September 30, 2020, and is subject to change. State's Construction Division Project Coordinator must approve any exception to this deadline. If justification is approved, a time extension will be granted. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement.

SECTION 3. DURATION OF THE TASK ORDER (Matches Construction Project Lifespan)

3.1 *Effective Date* – This Task Order is effective when executed by the Parties.

3.2 *Expiration Date* -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.

3.3 *Duration of the Task Order* – This Task Order duration is from the Effective Date to the Expiration Date. The Task Order duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.

3.4 *Identifying Date* – This Task Order may be identified by the date LPA signed the Task Order.

3.5 *Termination or Suspension* -- LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

SECTION 4. TASK ORDER SCOPE OF SERVICES (CE)

4.1 Upon receiving a written notice to proceed from State, on behalf of LPA, Consultant must complete the Services in accordance with all federal-aid reimbursement requirements and conditions. The entire Scope of Services for this Task Order includes SECTION 5. SCOPE OF SERVICES of the Master Agreement, and the Scope of Services as set out in Exhibit "A", attached and incorporated herein by this reference. This Task Order Scope of Services will govern over any contrary language in the Scope of Services of the Master Agreement.

4.2 The Scope of Services in Exhibit "A" is the result of the following process:

4.2.1 Consultant was provided the detailed proposed Scope of Services for this project

4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document.

4.2.3 Consultant participated in a review of the proposed Scope of Services and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

4.3 Exhibit "A" sets out the Services reasonably necessary for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents and "the Manuals" (as defined in the Basic Scope of Services set out in the Master Agreement), State and Federal law, rule or regulation and policy.

4.4 Upon receiving a written notice to proceed from State on behalf of LPA, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

4.5 Additional Requirements:

4.5.1 Consultant shall advise the LPA, or State on behalf of LPA, when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.

4.5.2 Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.

4.5.3 Consultant shall be present at the project site or available locally beginning on the date specified in the notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours' notice, at any prior date when contract work begins or when materials are delivered to the project that need to

be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.

4.5.4 Consultant shall promptly review and approve or reject all construction work on the project, with the right, but not the duty, for State and FHWA to review for compliance or funding eligibility.

4.5.5 Consultant shall submit to State, and to LPA if LPA is the primary point of contact, two copies weekly of all reports of field tests performed by Consultant. Consultant shall take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents. Additionally, Consultant shall promptly notify State, and LPA if LPA is the primary point of contact, of work that does not conform to the contract documents.

4.5.6 Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.

4.5.7 Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for Consultant. The Parties agree that federal reimbursement of extra compensation must be approved in advance as described in Exhibit "B", attached and incorporated herein by this reference.

4.5.8 Consultant shall complete the sampling and testing type, method and frequency according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests (www.transportation.nebraska.gov), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, or State on behalf of LPA, provide its advice and request that LPA, or State on behalf of LPA, decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by State procedures must receive prior concurrence for use from State and FHWA.

4.5.9 Any person logging onto the NDOT network with a VPN Connection and logging onto SiteManager must log-in using only that person's credentials. Logging in using someone else's credentials is not allowed on a State or Local Federal-aid project.

SECTION 5. STAFFING PLAN (CE)

5.1 Consultant has provided LPA and State with a Staffing Plan, described in Exhibit "A", attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from Consultant's Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. While providing Services under this Task Order. During construction, Consultant may make occasional temporary changes to the key personnel. However, any permanent change to the key personnel will require prior written approval from LPA and State.

5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in Exhibit "B", attached and incorporated herein by this reference.

SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS

6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants 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.

6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

6.3 If Consultant is an individual or sole proprietorship, the following applies:

a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Department of Transportation's website at http://dot.nebraska.gov/media/2802/dr289.pdf.

b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 7. FEES AND PAYMENTS

7.1 Consultant's fee proposal is attached as Exhibit "A", attached and incorporated herein by this reference.

7.2 The general provisions concerning payment under this Task Order are set out on Exhibit "B"

7.3 For performance of the services as described in this Task Order, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed

and direct non-labor expenses up to a maximum not-to-exceed amount of $182,384.63 in accordance with Exhibit "B".

SECTION 8. SUSPENSION OR TERMINATION (CE Task Order, Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason;
c. Funding priorities of LPA, or State on LPA's behalf, have changed;
d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order;
e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties;
f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf;
g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
h. Consultant fails to meet the standard of care applicable to the Services;
i. Consultant fails to meet the performance requirements of this Task Order;
j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order;
k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;

8.2.1 Suspension

a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance,

responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "B" provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "B".

SECTION 9. SECTIONS INCORPORATED BY REFERENCE

LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of the On-Call Professional Services Master Agreement (BK2011) between the Nebraska Department of Transportation and Consultant, dated March 27, 2020 with one recurring change:

LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and has no obligations or duties under this Task Order, except for its duties acting on behalf of LPA.

SECTION 10. CONSULTANT CERTIFICATIONS

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

"LPA, or State on LPA's behalf" should be substituted in for any reference in that section of the Master Agreement to "State" unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional service agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

SECTION 11. LPA CERTIFICATION

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 12. ENTIRE AGREEMENT

The Master Agreement, all supplements thereto, and this Task Order constitute the entire agreement ("The Task Order ") between the Parties. The Task Order supersedes previous communications, representations, or other understandings, either oral or written; and all terms and conditions of the Master Agreement and supplements thereto remain in full force and effect, and are incorporated herein.

IN WITNESS WHEREOF, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 25th day of September, 2020.

ALFRED BENESCH & COMPANY
Jeffery A. Sockel, P.E.

Senior Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this 25th day of September 2020.

GENERAL NOTARY - State of Nebraska
KAREN COMPAS
My Comm. Exp. May 20, 2024

Notary Public

EXECUTED by City of Bellevue this _____ day of _____, 2020.

CITY OF BELLEVUE
Rusty Hike

_____
Mayor

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2020.

_____
Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility
Jodi Gibson

_____
Local Assistance Division Manager

Exhibit ___
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
for

Project Name: BELLEVUE MAJOR STREET RESURFACING
Project Number: MAPA-5081(1)
Control Number: 2775

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for Bellevue Major Street Resurfacing in Sarpy County, Nebraska. The project consists of the following improvements: cold planing the existing surface, asphalt overlays, pavement markings, utility adjustments and other related roadway improvements.

Alfred Benesch & Co. (Consultant) shall serve as agent for the City of Bellevue (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall observe and document the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Plans and Special Provisions are available on the NDOT website
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.

   1.1 Project Management activities shall include the following:

   - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
   - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
   - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office upon completion of the project or as otherwise requested during the project.
   - Generate contractor's progress and final Estimates in Site Manager
   - Review Contractor's Construction Schedule
   - Coordinate with LPA and RC regarding all project activities.
   - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.

   Project manager hours for the project management task are assumed to be estimated at **6%** of the total hours for all other tasks.

2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.

   2.1 Construction Inspection Planning Meeting – Not applicable. ~~The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.~~

   2.2 ~~Pre-Construction Meeting - Prepare the agenda, attend, document minutes, and distribute meeting notes.~~

   2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately **13** meetings each lasting an average of one (1) hour and only require the Project Manager or Construction Engineer to attend. It is anticipated these meetings will occur at a City of Bellevue facility during regular working hours.

   2.4 Public Meeting (If Required) – Not applicable. ~~Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.~~

   2.5 Assume **14** trips to the project site for the Project Manager or Construction Engineer to attend meetings.

3. Traffic Control Plan. Consultant shall prepare a traffic control plan (TCP) for each project site if requested. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the City Traffic Division and the State Representative prior to placing in service. Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC). It is assumed up to 4 site TCPs will be requested.

3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, City of Bellevue Standards, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans. The LPA shall resolve any conflicting standards or requirements.

3.2 Prepare TCP revisions when requested by the Owner, NDOT, or the Contractor and approved by the LPA RC to adapt plans to any changes to phasing or traffic patterns not initially known at the time of preparing the initial TCP. It is assumed up to three (3) modifications may be requested.

3.3 Submit Plans to the RC for their records.

4. SWPPP Inspections/Manual Updates. To be performed by the LPA.

5. Construction Survey/Staking. Not applicable. ~~The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.~~

~~5.1 Provide coordination of staking needs with Contractor.~~
~~5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.~~
~~5.3 Stake limits of construction throughout project.~~
~~5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.~~
~~5.5 Provide slope stakes for grading~~
~~5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.~~
~~5.7 Provide cross-section for new culverts before providing a Culvert Order List to Contractor.~~
~~5.8 Stake fence relocation and guardrail.~~
~~5.9 Stake silt fence.~~
~~5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.~~
~~5.11 Assume __ trips to the project site for construction survey/staking.~~

~~All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.~~

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.

6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
- Review and Enter Data into SiteManager
- Maintain Project Field Diaries, Files, and Record data in SiteManager
- Document and Review Daily Work Reports (DWRs)

7. Girder Shim Surveying. Not Applicable.

8. Perform Bearing Calculations. Not Applicable.

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.).

  The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.
- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devises at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall review and forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list
- Prepare guardrail order list
- Generate periodic progress estimates using SiteManager and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
- Locate permanent pavement markings

9.2 Measure, calculate, and document quantities of pay items

9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.

9.4 Assume 65 Inspector 1 (20 days milling @ 4000 SY/day, 15 days paving @ 600 tons per day, 10 days of utility adjustments @ 6 each /day, 20 days of misc inspection activities) trips to the site for construction inspection and an average of 10 hours per day per inspector for Construction Inspection of each activity.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

NDOT SHALL PROVIDE:

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

Testing up to the allowance identified in the Estimate of Testing Quantities under the Direct Expenses for the items of work identified in the construction Contract Documents. (List of tests to be provided by NDOT)

10.1 Collect, verify, document and deliver all samples to testing lab for the testing identified in the Estimate of Testing Quantities.

10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab for the testing identified in the Estimate of Testing Quantities.

10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project for the testing identified in the Estimate of Testing Quantities.

10.4 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.

10.5 Assume **25** trips to the project site for Material Sampling and Testing.

Construction materials testing services performed by Benesch shall be compensated on a unit rate basis in accordance with the unit rate prices identified in the Direct Expenses Breakdown. All SiteManager entry, collection of samples and certifications, delivery to NDOT, and other items of work associated with this Task shall be compensated on an hourly basis.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.

11.1 As-Built Drawings will be prepared in electronic *.pdf format

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.

12.1 Walkthrough of Site and Preparation of Punch List
12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
- Sign Deduction Memo (If required)
- Material Test Results
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation associated with the work contained within this scope of services.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOT Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

14. Other. (Additional project specific tasks may be added here)

14.1 Coordination with Adjacent Projects – Consultant shall communicate project activities and coordinate traffic control needs with abutting projects or projects in close proximity to the project. The LPA shall determine the appropriate resolution to any conflicts.
14.2 Audit Support – The Consultant shall provide any support to the LPA regarding any NDOT or FHWA audits performed during the contract time period.

E. SCHEDULE

The LPA will provide the Notice to Proceed for CE services a minimum of fourteen (14) calendar days prior to the start of work by the Contractor. Upon request, the Consultant shall provide a

schedule of activities and deliverables within two (2) calendar days of receiving the Notice to Proceed upon request.

Staffing Plan — Construction Engineering

Project Name: Bellevue Major Street Resurfacing - Participating
Project Number: MAPA-5081(1)
Consultant: Alfred Benesch & Co.
Control Number: 22775
Consultant PM: Mike Higgins, PE
LPA RC: Dean Dunn, PE
NDOT PC: Example: Jane Smith, 402-479-0001, jane.smith@neb.gov
Date: May 12, 2020

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	UD	User Defined

Financial Data	
Overhead Rate:	161.09%
Profit Rate:	11.60%
FCCM (if applies):	0.680%

Use latest available data

STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
Principal			
Jeff Sockel, PE	Senior Project Manager	$76.00	90%
Tim O'Bryan, PE	Senior Project Manager	$62.00	10%
Project Manager			
Mike Higgins, PE	Project Engineer	$38.00	75%
Jeff Sockel, PE	Senior Project Manager	$76.00	20%
Drew Parks, PE	Project Manager	$51.00	5%
Engineer			
Pat Kastl, PE	Senior Project Engineer	$58.50	10%
Drew Parks, PE	Project Manager	$51.00	40%
Mike Higgins, PE	Project Engineer	$38.00	50%
Designer/CADD Tech			
Tracy Salisbury	Technologist	$29.00	100%
Survey Crew Chief			
Survey Crew Member			
Inspector 1			
Mark Tisinger	Technologist	$24.50	25%
Kevin Means	Sr Inspector	$27.00	25%
Richard Ortiz	Inspector II	$23.00	20%
Alex Barahona, PE	Project Engineer	$32.00	10%
Roberto Rocha	Construction Representative	$28.00	10%
Austin Kellogg, EI	Construction Representative	$29.00	10%
Inspector 2			
Mark Tisinger	Technologist	$24.50	10%
Mike Minino	Field/Lab Tech	$19.00	25%
Alex Barahona, PE	Project Engineer	$32.00	40%
Zach Hauseuer	Technologist	$22.00	25%
Administrative			
Karen Compas	Project Assistant	$21.50	100%
User Defined			

SRC Billing Rates

Construction Engineering

Date: May 12, 2020

Consultant: Alfred Benesch & Co.

SRC Billing Rates Calculated based on:

Overhead:	161.09%
Profit Rate:	11.60%
FCCM (if applies):	0.68%
Salary Escalation Factor:	3.0%

Weighting*			
100%	Period 1:	NTP through:	December 31, 2020
	Period 2:	Labor beginning:	January 1, 2021
	Period 3:	Labor beginning:	January 1, 2022
	Period 4:	Labor beginning:	January 1, 2023
100%	*% of work estimated during each period		

SRC BILLING RATE per employee

New Employee Multiplier = 2.91

Employee Name	Current Rate	SRC Billing Rate Period 1	Period 2	Period 3	Period 4	% Assigned
Principal						
Jeff Sockel, PE	$76.00	$222.00	$229.00	$236.00		90%
Tim O'Bryan, PE	$62.00	$181.00	$186.00	$192.00		10%
Weighted Rate For Calculating Contract Max:	$217.90					
Project Manager						
Mike Higgins, PE	$38.00	$111.00	$114.00	$117.00		75%
Jeff Sockel, PE	$76.00	$222.00	$229.00	$236.00		20%
Drew Parks, PE	$51.00	$149.00	$153.00	$158.00		5%
Weighted Rate For Calculating Contract Max:	$135.10					
Engineer						
Pat Kastl, PE	$58.50	$171.00	$176.00	$181.00		10%
Drew Parks, PE	$51.00	$149.00	$153.00	$158.00		40%
Mike Higgins, PE	$38.00	$111.00	$114.00	$117.00		50%
Weighted Rate For Calculating Contract Max:	$132.20					
Designer/CADD Tech						
Tracy Salisbury	$29.00	$85.00	$88.00	$91.00		100%
Weighted Rate For Calculating Contract Max:	$85.00					
Survey Crew Chief						
Weighted Rate For Calculating Contract Max:						
Survey Crew Member						
Weighted Rate For Calculating Contract Max:						
Inspector 1						
Mark Tisinger	$24.50	$72.00	$74.00	$76.00		25%
Kevin Means	$27.00	$79.00	$81.00	$83.00		25%
Richard Ortiz	$23.00	$67.00	$69.00	$71.00		20%
Alex Barahona, PE	$32.00	$93.00	$96.00	$99.00		10%
Roberto Rocha	$28.00	$82.00	$84.00	$87.00		10%
Austin Kellogg, EI	$29.00	$85.00	$88.00	$91.00		10%
Weighted Rate For Calculating Contract Max:	$77.15					
Inspector 2						
Mark Tisinger	$24.50	$72.00	$74.00	$76.00		10%
Mike Minino	$19.00	$55.00	$57.00	$59.00		25%
Alex Barahona, PE	$32.00	$93.00	$96.00	$99.00		40%
Zach Hauseuer	$22.00	$64.00	$66.00	$68.00		25%
Weighted Rate For Calculating Contract Max:	$74.15					
Administrative						
Karen Compas	$21.50	$63.00	$65.00	$67.00		100%
Weighted Rate For Calculating Contract Max:	$63.00					
User Defined						
Weighted Rate For Calculating Contract Max:						

Consultant's Estimate of Hours — Construction Engineering

Project Name: Bellevue Major Street Resurfacing - Participating
Project Number: MAPA-5081(1)
Consultant: Alfred Benesch & Co.
Control Number: 22775
Consultant PM: Mike Higgins, PE
LPA RC: Dean Dunn, PE
NDOT PC:
Date: May 12, 2020

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	UD	Total
1. Project Management & Coordination	**39**	**90**									**129**
1.1 Project Management	39	90									129
2. Meetings	**11**	**27**					**1**				**39**
2.1 Construction Inspection Planning Meeting											
2.2 Pre-Construction Meeting											
2.3 Construction Progress Meetings	5	13									18
2.4 Public Meeting (If Required)											
2.5 Trips to Site (Travel Time) for Meetings	6	14					1				21
3. Traffic Control Plan			**7**	**30**							**37**
3.1 a. Prepare Traffic Control Plan			7	30							37
4. SWPPP Inspections/Manual Updates											
5. Construction Survey/Staking											
6. Construction Consultation/Site Manager & Daily Work Report (DWR)			**73**								**73**
6.1 a. Construction Consultation/Site Manager & DWR			73								73
7. Girder Shim Surveying (Bridge Projs Only)											
8. Perform Bearing Calculations											
9. Construction Inspection			**249**				**748**		**82**		**1079**
9.1 a. Construction Inspection - Milling			38				190				228
b. Construction Inspection - Paving			28				140				168
c. Construction Inspection - Adjustments			20				100				120
d. Construction Inspection - Misc			38				190				228
9.2 Measure, calculate, and document qty of pay items									82		82
9.3 Maintain records/data, prepare Weekly Report of WDs			61				64				125
9.4 a. Trips to Site (Travel Time) for Const Inspection			64				64				128
10. Perform Material Sampling and Testing			**18**					**52**			**70**
10.1 Collect, verify, document, deliver all samples to test lab								20			20
10.2 Provide all req'd material certs to the NDOR M&R Lab								8			8
10.3 a. Review and document all test results of all samples			18					8			26
10.4 Trips to Site (Travel) for Delivery & Collecting Samples								16			16
11. As-Built Drawings			**4**				**23**				**27**
11.1 Prepare As-Built Drawings			4				23				27
12. Final Inspections							**23.5**				**23.5**
12.1 Walkthrough of Site and Preparation of Punch List							15.5				15.5
12.2 Review Project to verify Punch List has been complete							8				8
13. Project Closeout			**15.5**				**119**	**20**			**154.5**
13.1 Project Closeout			15.5				119	20			154.5
14. Other		**10**	**12**				**16**	**4**			**42**
14.1 Coordination with Adjacent Projects		10									10
14.2 FHWA Audit Support			12				16	4			32
Non-participating Effort											
Total Days	*6.25*	*15.9*	*47.3*	*3.75*			*116*	*9.5*	*10*		*209*
Total Hours	**50**	**127**	**378.5**	**30**			**930.5**	**76**	**82**		**1,674.0**

Direct Expenses — Construction Engineering

Project Name: Bellevue Major Street Resurfacing - Participating
Consultant: Alfred Benesch & Co.
Project Number: MAPA-5081(1)
Control Number: 22775

Subconsultants:			
			Amount
		Subtotal	
Printing and Reproduction:	Qty	Unit Cost	Amount
Printing	100	$1.000	$100.00
		Subtotal	**$100.00**
Mileage/Travel:	Qty	Unit Cost	Amount
Mileage (see travel calc tab)	10130	$0.575	$5,824.75
		Subtotal	**$5,824.75**
Lodging/Meals:	Qty	Unit Cost	Amount
		Subtotal	
Other Miscellaneous Costs:	Qty	Unit Cost	Amount
Allowance for Non-Exempt Employee OT Direct Cost Reimbursement	1560	$1.00	$1,560.00
Allowance for Unit Rate Testing Trip Charges (25 total)	1800	$1.00	$1,800.00
Allowance for Unit Rate Concrete Testing (15 sets of tests)	4485	$1.00	$4,485.00
Allowance for Unit Rate Asphalt QA Testing (5 lots total)	5385	$1.00	$5,385.00
		Subtotal	**$13,230.00**
TOTAL DIRECT EXPENSES			**$19,154.75**

Notes & Assumptions

Construction Engineering

Project Name: Construction Engineering
Consultant: Alfred Benesch & Co.

Project Number: MAPA-5081(1)
Control Number: 22775

Notes & Assumptions

Project Cost & Breakdown — Construction Engineering

Project Name: Bellevue Major Street Resurfacing - Participating
Project Number: MAPA-5081(1)
Consultant: Alfred Benesch & Co.
Control Number: 22775
Consultant PM: Mike Higgins, PE
NDOT PC:
Date: May 12, 2020

LABOR COSTS			
Classification	**Hours**	**Weighted Rate**	**Amount**
Principal	50	$217.90	$10,895.00
Project Manager	127	$135.10	$17,157.70
Engineer	379	$132.20	$50,037.70
Designer/CADD Tech	30	$85.00	$2,550.00
Inspector 1	931	$77.15	$71,788.08
Inspector 2	76	$74.15	$5,635.40
Administrative	82	$63.00	$5,166.00
	1674	**Subtotal**	**$163,229.88**

DIRECT EXPENSES	Amount
Printing And Reproduction:	$100.00
Mileage/Travel:	$5,824.75
Other Miscellaneous Costs:	$13,230.00
Subtotal	**$19,154.75**

TOTAL PROJECT COSTS	Amount
Labor Costs	$163,229.88
Direct Expenses	$19,154.75
TOTAL COST	**$182,384.63**

LABOR COST BY MAJOR TASKS	Direct Labor	Direct Expenses		Amount
1. Project Management & Coordination	$20,657.10			$20,657.10
2. Meetings	$6,121.75	$5,824.75		$11,946.50
3. Traffic Control Plan	$3,475.40			$3,475.40
4. SWPPP Inspections/Manual Updates				
5. Construction Survey/Staking				
6. Construction Consultation/Site Manager & Daily	$9,650.60			$9,650.60
7. Girder Shim Surveying (Bridge Projs Only)				
8. Perform Bearing Calculations				
9. Construction Inspection	$95,792.00	$1,560.00		$97,352.00
10. Perform Material Sampling and Testing	$6,235.40	$6,285.00		$12,520.40
11. As-Built Drawings	$2,303.25			$2,303.25
12. Final Inspections	$1,813.03			$1,813.03
13. Project Closeout	$12,712.95	$100.00		$12,812.95
14. Other	$4,468.40			$4,468.40
Non-participating Effort		$5,385.00		$5,385.00
	$163,229.88	$19,154.75		$182,384.63

Travel Calculations & Notes

Construction Engineering

Project Name: Bellevue Major Street Resurfacing - Participating
Project Number: MAPA-5081(1)
Consultant: Alfred Benesch & Co.
Control Number: 22775
Consultant PM: Mike Higgins, PE
LPA RC: Dean Dunn, PE
NDOR PC:
Date: May 12, 2020

Trip Mileage and Time Calculations

	Starting Location:	Omaha office	Omaha Office	Omaha Office	Lincoln Office		
	Ending Location:	Project	City Offices	NDOT D2 Lab	Project		
Roundtrip distance to/from (miles):		60	60	10	140	Travel Summary	
Roundtrip travel time (minutes):		60.00	60.00	30.00	120.00	Miles	Hours
# of Roundtrips/Staff -->	PR:		5			300	5.0
-->	PM:		14			840	14.0
-->	ENG:	64				3,840	64.0
-->	DES:						
-->	SCC:						
-->	SCM:						
-->	INS1:	64	1			3,900	65.0
-->	INS2:	20		5		1,250	22.5
-->	ADM:						
-->	UD:						
					Total:	**10,130**	**170.5**

Note: Total miles assumes each staff travels separately

Enter Number of Working Days : **62** Obtain # of working days from NDOR

Month	# Working Days	Avg. Daylight
April	15	13.25
May	15	14.25
June	20	15
July	20	14.5
August	20	13.5
September	15	12.5
October	15	11
November	15	10

Hours	620
Weeks	12.4
Months	3.1

Assumed **10.0** hours/Working Day

Notes & Assumptions

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Specific Rates of Compensation (SRC) payment method up to a maximum not-to-exceed amount. Consultant will be paid for acceptable actual services performed in accordance with Section 4. ALLOWABLE COSTS.

2. MAXIMUM AGREEMENT AMOUNTS

The following are the maximum amounts established in this Agreement for each category of cost. total agreement amount. Consultant shall not be paid for any cost that exceeds these amounts without prior written approval from LPA, or State on LPA's behalf.

AMOUNT	CATEGORY
$ 163,229.88	for actual direct labor costs
$ 19,154.75	for direct expenses
$ 182,384.63	total agreement amount

3. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Over-run: Consultant shall require all of its subconsultants to notify Consultant any time it has been determined that a subconsultant's costs will exceed its fee estimate (over-run). Consultant must provide an acceptable justification for the over-run, and obtain LPA, or State on LPA's behalf, prior written approval before incurring any cost over-run expenses. If approved by LPA, or State on LPA's behalf, a supplemental agreement will be prepared to either shift funds from Consultant to its subconsultant(s) or increase the contract maximum. Contract increases will be considered when additional scope of services are required.

Under-run: If the amount of any subconsultant's cost is less than its fee estimate (under-run), Consultant understands that the amount of the under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless LPA, or State on LPA's behalf, gives prior written approval and, if necessary, approval from Federal Highway Administration (FHWA). If Consultant wishes to shift the balance of subconsultant's fee to Consultant, justification must be provided to LPA and State. Shifting of funds may be approved by LPA, or State on LPA's behalf, with no increase to the fixed fee for profit unless additional scope of services is required by Consultant, and additional fee is necessary to complete the work under this Agreement.

4. ALLOWABLE COSTS

Allowable costs are direct labor costs, and direct non-labor costs as defined below which Consultant has incurred within 90 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 2. MAXIMUM AGREEMENT AMOUNTS.

A. Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate) Consultant will charge State for Consultant's employees' time working directly on this project. The direct labor costs is calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "A'" Consultant's Fee Proposal, by the hours worked (in increments not less than one quarter hour).

   The Staffing Plan must identify by name all employees of the Consultant who are

reasonably expected to provide Services under this Agreement. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.** Reference the Staffing Plan Section of this Agreement regarding changes in personnel.

2) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects; such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate, and have appropriate supervisory approval.

B. *This section has intentionally been left blank.*

C. Direct Non-Labor Costs (Direct Expenses) are all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. Direct non-labor costs include, but are not limited to, the following:

> *Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*

1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.

2) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and *LPA, or State on LPA's behalf.* Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, includes only allowable costs, and has proper documentation before sending to State.

3) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.

   (a) Field Expenses – Consultant must provide a breakdown of miscellaneous and field expenses and, when applicable, provide receipts. Non-perishables such as personal toiletries, forks, plates, and such, are not reimbursable unless claimed under sections 4. C. 3) e) (x) and 4. C. 4).

   b) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card

receipt that displays only the total cost of the transportation expense is not sufficient documentation.

c) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

(i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or

(ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on NDOT's Travel log, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. NDOT's Travel log form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

d) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at http://www.gsa.gov/portal/category/100120. Consultant shall give State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

e) MEALS –

(i) Reimbursement for any meal exceeding $4.99 requires an itemized receipt showing all food and drink purchased for that meal. A bank card receipt that displays only the total cost of the meal is not sufficient documentation. If a meal receipt is submitted for reimbursement that does not itemize all food and drink purchased, Consultant may bill and State will pay up to $4.99.

(ii) Consultant may submit only one receipt for each meal: breakfast, lunch, and dinner (except as provided below for groceries). State will reimburse no more than $35.00 for any meal, including tax and tip.

(iii) State will not reimburse for any purchases that are not part of a meal, such as snacks, sodas, coffee, or water bottles; although, such purchases may be submitted as a meal, if all items are on a single receipt and the receipt indicates the purchases were as a meal.

(iv) Reimbursement for meal gratuities/tips will be whatever is usual or customary, but should not exceed 20 percent.

(v) Meals are not reimbursable if a meal was provided by a lodging facility or as part of a conference, official function, or event unless: 1) Consultant's employee leaves the lodging facility or conference/function for the worksite or home before the meal is served or 2) Consultant's employee has dietary restrictions or food allergies that prevent them from participating in the provided meal and must eat elsewhere; then Consultant may submit a meal receipt identifying the dietary restriction or food allergy.

(vi) Meals (including groceries as described below) and incidental expenses will be reimbursed at actual costs not to exceed the prevailing standard daily rate as indicated on the GSA website noted above. The costs are broken out in the GSA table by breakfast, lunch, and dinner. If a meal is not reimbursable in accordance with this Agreement, then Consultant must deduct the meal(s) before submitting the Travel log for reimbursement. Incidentals identified in GSA's chart are defined as fees and tips given to baggage carriers and hotel staff and included in daily allowance.

(vii) Expenses for alcoholic beverages, tobacco, and related taxes are not reimbursable.

(viii) Consultant will not be reimbursed for purchasing meals for State employees. State employees are responsible for their own meals.

(ix) Consultant shall give State the benefit of all meal discounts.

(x) Grocery Receipts: In lieu of eating at a restaurant, Consultant may be reimbursed for food and food service items purchased from a grocery store. Consultant shall provide the following supporting information/notes with the receipt: what items were consumed by an employee for which meal on what day. A unit price must be provided for items purchased in bulk so that Consultant can properly bill for only items that were used for meals. The dollar amounts on the receipts shall match the amounts shown on the Travel Log. These costs must be reasonable and the LPA, and State on LPA's behalf, reserve the right to not reimburse if it is not deemed reasonable by LPA, or State on LPA's behalf. Reimbursable grocery expenses do not include non-food items, with the exception of paper/plastic plates and plastic utensils as needed to eat. Exceptions may be allowed if special living arrangements are preapproved by LPA, or State on LPA's behalf, and, if applicable, outlined in this section accordingly.

(xi) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- Employee is required to depart at or before 6:30 a.m., or
- Employee is on overnight travel.

Lunch:

- Employee must be on overnight travel. No reimbursement will be made for same day travel.
- Employee is required to leave for overnight travel at or before 11:00 a.m., or
- Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- Employee leaves for overnight travel at or before 5:00 p.m., or
- Employee returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

(xii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

4) No extended stay arrangements, such as apartments, have been approved.

5. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement or as approved in writing by LPA, or State on LPA's behalf. Per Section 4. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 90 days of the date incurred. Consultant (including its employees) is assumed to have incurred travel costs on the day travel occurred. Consultant is assumed to have incurred costs from a Subconsultant on the same day the Subconsultant incurred the cost.

6. *This section has intentionally been left blank.*

7. INVOICES AND PROGRESS REPORTS

A. Consultant shall promptly submit invoices to State based on Consultant's billing period, but shall not submit more than one invoice per month. Invoices must include all allowable costs for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 90 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.

B. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 2. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.

C. Content of Invoice Package (Presented in this order)

1) Consultant's Invoice:

i. The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.

ii. The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.**

iii. Direct non-labor expenses:

1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
3. All supporting receipts must be kept as required in Section 18. CONSULTANT COST RECORD RETENTION.

iv. Time Records, as outlined in Section 4. A. 2).

v. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:

i. A description of the Services completed for the service period to substantiate the invoiced amount.

ii. A description of the Services anticipated for the next service period

iii. A list of information Consultant needs from LPA, or State on LPA's behalf

iv. Percent of Services completed to date

NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162a). This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. State encourages Consultant to utilize the macro-enabled version to reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.

5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on NDOT's Travel log, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

D. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at http://dot.nebraska.gov/business-center/consultant/onbase-help/.

E. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO,

FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

8. PAYMENTS

State, on LPA's behalf, will pay Consultant after receipt of Consultant's invoice and determination by LPA, or State on LPA's behalf, that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services, or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

9. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract for work, including all lower tier subcontracts. The "Prompt Payment Clause" will require progress payments to all subconsultants for all work completed, within twenty (20) calendar days after receipt of progress payments from the State for said work. If Consultant fails to carry out the requirements of the "Prompt Payment Clause" without just cause, it will be considered a material breach of this Agreement. In such situation, State may withhold any payment due to Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), terminate this Agreement, or any other such remedy as State deems appropriate. Consultant may withhold payment to a subcontractor only for just cause, and must notify the State in writing of its intent to withhold payment before actually withholding payment. Consultant shall not withhold, delay, or postpone payment without first receiving written approval from the State.

10. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed, or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of State, at Consultant's sole cost.

11. *This section has intentionally been left blank.*

12. FINAL INVOICE AND PAYMENT

A. Upon completion of the Services under this Agreement, Consultant shall submit their final invoice to include all labor, and expenses. After receipt of final invoice and determination by LPA, or State on LPA's behalf, that the final invoice and Progress Report adequately substantiate the Services provided and that the Services were completed in accordance with this Agreement, State, on LPA"s behalf, will pay Consultant. Acceptance of the final payment by Consultant will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns, for any and all things

done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

13. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Consultant must complete and submit to LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is generated and submitted electronically through State's OnBase Invoice Workflow System. Instructions for generating and submitting the NDOT Form 39 are available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Consultant shall submit NDOT 39 Form within 90 days of completion of the work under this Agreement, and if such Form is not timely submitted, State may audit and close the Agreement without accepting any further invoices from Consultant.

14. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (*Contract Cost Principles and Procedures*).

15. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

A. A description of the out-of-scope services,

B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,

C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:

   1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;

   2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and

3) It is in the best interest of LPA that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the State, on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

16. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, State and LPA will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on LPA's behalf, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

17. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

18. CONSULTANT COST RECORD RETENTION

Consultant, and all its subconsultants or subcontractors, shall maintain originals or copies of any document required to be completed in this Agreement, that substantiate any expense incurred, or changes any legal obligations for three (3) years from the date of final cost settlement by FHWA and project closeout by the State.

Documents include, but are not limited to: written approvals; time reports; detailed receipts; invoices; transportation costs; mileage; lodging costs; cost of meals; all NDOT forms including NDOT cost breakdown form and NDOT travel form; books; papers; electronic mail; letters; accounting records; supplemental agreements; work change orders; or other evidence pertaining to any cost incurred.

Such materials will be available for inspection by the LPA, State, FHWA, or any authorized representative of the federal government, and copies of any document(s) will be furnished when requested.

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK2045

City of Bellevue

Resolution No. _____

Whereas: City of Bellevue is developing a transportation project for which it intends to obtain Federal funds;

Whereas: City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: City of Bellevue and Alfred Benesch & Company, wish to enter into a Professional Services Agreement to provide construction engineering services 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 Construction engineering services agreement between City of Bellevue, Nebraska and Alfred Benesch & Company

NDOT Project Number: MAPA-5081(1)

NDOT Control Number: 22775

NDOT Project Description: Bellevue Major Street Resurfacing

Adopted this _____ day of _____ (Month), 2020 at _____ Nebraska.

The City Council of the City of Bellevue, Nebraska

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
Signature City Clerk

RESOLUTION

SIGNING OF CONSTRUCTION ENGINEERING AGREEMENT – BK2045

City of Bellevue

Resolution No. 2020-39

Whereas: City of Bellevue is developing a transportation project for which it intends to obtain Federal funds;

Whereas: City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: City of Bellevue and Alfred Benesch & Company, wish to enter into a Professional Services Agreement to provide construction engineering services 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 Construction engineering services agreement between City of Bellevue, Nebraska and Alfred Benesch & Company

NDOT Project Number: MAPA-5081(1)

NDOT Control Number: 22775

NDOT Project Description: Bellevue Major Street Resurfacing

Adopted this _____ day of _____ (Month), 2020 at _____Nebraska.

The City Council of the City of Bellevue, Nebraska

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
Signature City Clerk

15b.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: Dean Dunn, Interim Public Works Director			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☑	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Construction Engineering Agreement (Non-Participating), (MAPA-5081(1), CN 22775)

SYNPOSIS/BACKGROUND:

On September 3, 2019, the City Council approved and the Mayor signed Resolution 2019-31 and the LPA Program Agreement between the City of Bellevue and the Nebraska Department of Transportation (NDOT) for the 2020 Bellevue Major Resurfacing Project, Project No. MAPA-5081(1), Control No. 22775. Alfred Benesch & Company had been selected to perform engineering construction services for the project pursuant to the LPA Program Agreement in the amount of $4,721.43, which will be 100% City funded for the non-participating segment of Betz Road, south of Harlan Drive.

FISCAL IMPACT: $4721.43 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:	Construction Engineering Agreement				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	2020 Bellevue Major Street Resurfacing, Project No. MAPA-5081(1), Control No. 22775				
START DATE:		END DATE:		PAYMENT DATE:	
INSURANCE REQUIRED:	YES				
CIP PROJECT NAME:		CIP PROJECT NUMBER:	ST20(11)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CIPST20(11)	ACCOUNT NUMBER:			

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Resolution and the Construction Engineering Agreement with Alfred Benesch & Company for the 2020 Bellevue Major Resurfacing Project, Project No. MAPA-5081(1), Control No. 22775, in the amount of $4,721.43.

ATTACHMENTS:

1.	Construction Engineering Agreement	2.	Resolution 2020-40	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

LPA/CONSULTANT LOCALLY FUNDED
PROFESSIONAL SERVICES, CONSULTANT
CONSTRUCTION ENGINEERING SERVICES

CITY OF BELLEVUE
ALFRED BENESCH & COMPANY
PROJECT NO. MAPA-5081(1)
CONTROL NO. 22775
BELLEVUE MAJOR STREET RESURFACING

THIS AGREEMENT, made and entered into by and between the City of Bellevue hereinafter referred to as the "LPA" and Alfred Benesch & Company hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

WITNESSETH

WHEREAS, LPA intends to engage the Consultant to render professional services for the above-named project, and

WHEREAS, the above-named project is solely the responsibility of the LPA; the Nebraska Department of Transportation (NDOT) involvement in this project is for the sole purpose of acting as the representative of the FHWA for eligibility of the federal funding for future phases of work; and

WHEREAS, the LPA will fund the professional services under this agreement with LPA funds only, and has obtained funding approval from the NDOT to do so, based on the LPA meeting all federal-aid eligibility requirements for all phases of the project, and

WHEREAS, the Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, Consultant is willing to perform the services in accordance with the terms hereinafter provided, is presently in compliance with Nebraska law, and hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work under this agreement.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

Wherever in this agreement the following terms are used, they will have the meaning here given:

"CONSULTANT" means Alfred Benesch & Company and any employees thereof, whose business and mailing address is 14748 W. Center Rd. #200, Omaha, NE 68144, and

"STATE" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State represents the United States Department of

Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Agreement shall mean the State on behalf of the United States Department of Transportation.

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

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

To "ABANDON" the work means that the LPA has determined that conditions or intentions as originally existed have changed and that the work as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the work means that the LPA has determined that progress is not sufficient, or that the conditions or intentions as originally existed have changed, or the work completed or submitted is unsatisfactory, and that the work as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the LPA determines to abandon or terminate the work or to reinstate it under the conditions as defined in this agreement.

To "TERMINATE" or the "TERMINATION" of this agreement is the cessation or quitting of this agreement based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

SECTION 2. SCOPE OF SERVICES

The Consultant shall provide Construction Engineering for project MAPA-5081(1), C.N 22775, in Sarpy County, Nebraska.

Upon receiving a written notice to proceed from the LPA, the Consultant shall perform all work required under this agreement as outlined in Exhibit "A", Scope of Services, Consultant's Fee Proposal, and Schedule of Completion which is attached and hereby made a part of this agreement.

For work beyond the agreed Scope of Services the consultant shall document the additional work, estimate the cost to complete the work, negotiate a supplement agreement and receive written approval from the LPA before beginning work. Any work performed by the consultant prior to approval will be done at the expense of the consultant.

SECTION 3. CONSULTANTS PERSONNEL (OPTIONAL)

The Consultant shall notify the LPA of any need to replace the project manager or significant personnel changes. Personnel who are added as replacements must be persons of comparable training and experience. Personnel added as new personnel and not replacements

must be qualified to perform the intended work. The LPA reserves the right to accept or reject the personnel change. Failure on the part of the Consultant to provide acceptable replacement personnel as determined by the LPA will be cause for termination of this agreement, with settlement to be made as provided in the SUSPEND, ABANDON AND TERMINATE section of this agreement.

SECTION 4. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants 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.

The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at www.transportation.nebraska.gov/projdev/#save.
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 5. NOTICE TO PROCEED AND COMPLETION

LPA, or State on LPA's behalf, issued Consultant a written Notice-to-Proceed on June 18, 2020. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

The Consultant shall do all the work according to the schedule included in attached EXHIBIT "A" and shall complete all work required under this agreement promptly and in a satisfactory manner by January 31, 2021.

The completion time will not be extended because of any avoidable delay attributed to the Consultant, but delays attributable to the LPA or State may constitute a basis for an extension of time.

LPA authorized changes in the scope of work, which increase or decrease work-hours or services required of the Consultant, will provide the basis for a change of time and/or changes to the total costs of the services under this agreement.

SECTION 6. FEES AND PAYMENTS

A. For performance of the services as described in this Agreement, Consultant will be compensated based on **Specific Rates of Compensation** for actual work performed and direct non-labor expenses up to a maximum not-to-exceed amount of $4,721.43 in accordance with Exhibit "A".

B. **ALLOWABLE COSTS**

Allowable costs are direct labor costs, and direct non-labor costs as defined below which Consultant has incurred within 90 days before State has received Consultant's invoice. Costs that Consultant incurred to correct mistakes or errors attributable to Consultant's or Subconsultant's own actions are not allowable costs, even if those costs would not exceed the amounts listed in Section 6A. MAXIMUM AGREEMENT AMOUNTS.

1) Direct Labor Costs are based on the specific rate of compensation (SRC or billing rate) Consultant will charge State for Consultant's employees' time working directly on this project. The direct labor costs is calculated by multiplying the SRC rate, as indicated on the Staffing Plan in Exhibit "A" Consultant's Fee Proposal, by the hours worked (in increments not less than one quarter hour).
The Staffing Plan must identify by name all employees of the Consultant who are reasonably expected to provide Services under this Agreement. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and

fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.** Reference the Staffing Plan Section of this Agreement regarding changes in personnel.

(a) Time Reports: All hours charged to the project must be documented on time distribution records. The records must clearly indicate the daily number of hours each employee worked on any project or activities for the entire pay period. **Time reports must provide the employee's name and position, dates of service, and a clear, identifying link to the projects; such as project description, project number, control number, and pertinent work phase.** Consultant must establish an adequate system of internal controls to ensure that time charged to projects are accurate, and have appropriate supervisory approval.

3) *This section has intentionally been left blank.*

4) Direct Non-Labor Costs (Direct Expenses) are all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. Direct non-labor costs include, but are not limited to, the following:

> *Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs; Such other allowable items as approved by LPA, or State on LPA's behalf.*

a) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If, for reasons of practicality, Consultant does treat a direct non-labor cost category in its entirety as an overhead cost, then such costs are not eligible to be additionally billed as a direct expense to this project.

b) Costs for subconsultants may not exceed the amounts shown on the attached Consultant's Fee Proposal for each subconsultant unless agreed upon in writing by the Consultant and *LPA, or State on LPA's behalf.* Consultant shall require subconsultant costs to have the same level of documentation as required of Consultant. Consultant must review subconsultants' invoices and progress reports to ensure they are accurate, includes only allowable costs, and has proper documentation before sending to State.

c) The following direct non-labor costs (direct expenses) will be reimbursed at actual costs, not to exceed the rates as shown below.

(1) Field Expenses – Consultant must provide a breakdown of miscellaneous and field expenses and, when applicable, provide receipts. Non-perishables such as personal toiletries, forks, plates, and such, are not reimbursable.

(2) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be reimbursed at the actual, reasonable cost and, if discounts are applicable, the Consultant shall give LPA and State the benefit of all discounts. Itemized receipts must be submitted with invoices. A bank card receipt that displays only the total cost of the transportation expense is not sufficient documentation.

(3) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

(i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use; or

(ii) The prevailing standard rate as established by the IRS.

NOTE: When Consultant is seeking only reimbursement for mileage, Consultant must itemize travel on NDOT's Travel log, or include a separate mileage log which includes the following information: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense. NDOT's Travel log form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/.

(4) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at http://www.gsa.gov/portal/category/100120. Consultant shall give State the benefit of all lodging discounts. Lodging receipts must be submitted with invoices.

(5) MEALS –

(i) Reimbursement for any meal exceeding $4.99 requires an itemized receipt showing all food and drink purchased for that meal. A bank card receipt that displays only the total cost of the meal is not sufficient documentation. If a meal receipt is submitted for reimbursement that does not itemize all food and drink purchased, Consultant may bill and State will pay up to $4.99.

(ii) Consultant may submit only one receipt for each meal: breakfast, lunch, and dinner (except as provided below for groceries). State will reimburse no more than $35.00 for any meal, including tax and tip.

(iii) State will not reimburse for any purchases that are not part of a meal, such as snacks, sodas, coffee, or water bottles; although, such purchases may be submitted as a meal, if all items are on a single receipt and the receipt indicates the purchases were as a meal.

(iv) Reimbursement for meal gratuities/tips will be whatever is usual or customary, but should not exceed 20 percent.

(v) Meals are not reimbursable if a meal was provided by a lodging facility or as part of a conference, official function, or event unless: 1) Consultant's employee leaves the lodging facility or conference/function for the worksite or home before the meal is served or 2) Consultant's employee has dietary restrictions or food allergies that prevent them from participating in the provided meal and must eat elsewhere; then

Consultant may submit a meal receipt identifying the dietary restriction or food allergy.

(vi) Meals (including groceries as described below) and incidental expenses will be reimbursed at actual costs not to exceed the prevailing standard daily rate as indicated on the GSA website noted above. The costs are broken out in the GSA table by breakfast, lunch, and dinner. If a meal is not reimbursable in accordance with this Agreement, then Consultant must deduct the meal(s) before submitting the Travel log for reimbursement. Incidentals identified in GSA's chart are defined as fees and tips given to baggage carriers and hotel staff and included in daily allowance.

(vii) Expenses for alcoholic beverages, tobacco, and related taxes are not reimbursable.

(viii) Consultant will not be reimbursed for purchasing meals for State employees. State employees are responsible for their own meals.

(ix) Consultant shall give State the benefit of all meal discounts.

(x) Grocery Receipts: In lieu of eating at a restaurant, Consultant may be reimbursed for food and food service items purchased from a grocery store. Consultant shall provide the following supporting information/notes with the receipt: what items were consumed by an employee for which meal on what day. A unit price must be provided for items purchased in bulk so that Consultant can properly bill for only items that were used for meals.

The dollar amounts on the receipts shall match the amounts shown on the Travel Log. These costs must be reasonable and the LPA, and State on LPA's behalf, reserve the right to not reimburse if it is not deemed reasonable by LPA, or State on LPA's behalf. Reimbursable grocery expenses do not include non-food items, with the exception of paper/plastic plates and plastic utensils as needed to eat. Exceptions may be allowed if special living arrangements are preapproved by LPA, or State on LPA's behalf, and, if applicable, outlined in this section accordingly.

(xi) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- Employee is required to depart at or before 6:30 a.m., or
- Employee is on overnight travel.

Lunch:

- Employee must be on overnight travel. No reimbursement will be made for same day travel.
- Employee is required to leave for overnight travel at or before 11:00 a.m., or
- Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- Employee leaves for overnight travel at or before 5:00 p.m., or

- Employee returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

(xii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

4) No extended stay arrangements, such as apartments, have been approved.

C. INELIGIBLE COSTS

State will not pay for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE Section of this Agreement or as approved in writing by LPA, or State on LPA's behalf. Per Section 6 B. ALLOWABLE COSTS, State will not pay for costs incurred, but not submitted to State within 90 days of the date incurred. Consultant (including its employees) is assumed to have incurred travel costs on the day travel occurred. Consultant is assumed to have incurred costs from a Subconsultant on the same day the Subconsultant incurred the cost.

D. *This section has intentionally been left blank.*

E. INVOICES AND PROGRESS REPORTS

1. Consultant shall promptly submit invoices to State based on Consultant's billing period, but shall not submit more than one invoice per month. Invoices must include all allowable costs for services provided during the billing period. Invoices may also include a request for services provided or costs incurred during a prior billing period, including subconsultant costs, with an explanation for why those costs were not previously included in an invoice, so long as those costs were incurred no more than 90 days prior to State's receipt of the invoice. Accordingly, State retains the sole discretion to not pay for costs incurred that have not been invoiced as provided above.
2. In the event Consultant has incurred otherwise allowable costs, and such costs would exceed the maximum direct labor costs or total agreement amount listed in Section 6 B. MAXIMUM AGREEMENT AMOUNTS, Consultant shall list such costs on the invoice, but they must be subtracted from the total invoice amount submitted to State for payment.
3. Content of Invoice Package (Presented in this order)
   1) Consultant's Invoice:
      i. The first page of an invoice must identify the company's name and address, invoice number, invoice date, invoicing period (beginning and ending dates of services), and agreement or task order number.
      ii. The invoice and, when applicable, accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the specific rate of compensation (billing rate) for each employee. For employees not listed on the Staffing Plan, the SRC rate for that employee shall be calculated in the same manner as employees listed on the staffing plan, using the same overhead and fee for profit rate, if applicable, and such calculation **must be shown on the first invoice that includes direct labor.**

iii. Direct non-labor expenses:
   1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed along with supporting receipts or invoices.
   2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
   3. All supporting receipts must be kept as required in Section 18. CONSULTANT COST RECORD RETENTION.

iv. Time Records, as outlined in Section 6 B 1. (a).

v. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to submit and retain.

2) Progress Report: A Progress Report must accompany the invoice package documenting Consultant's work during the service period. If an invoice is not submitted monthly, then a Progress Report must be submitted at least quarterly via email to LPA and State's Project Coordinator. All Progress Reports must include, but are not limited to, the following:
   i. A description of the Services completed for the service period to substantiate the invoiced amount.
   ii. A description of the Services anticipated for the next service period
   iii. A list of information Consultant needs from LPA, or State on LPA's behalf
   iv. Percent of Services completed to date

   NOTE: LPA or State's Project Coordinator may request more specific information or detail be included in Progress Reports.

3) Cost Breakdown Form: Each invoice package must include a current and completed "Cost Breakdown Form" (NDOT Form 162a). This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. State encourages Consultant to utilize the macro-enabled version to reduce errors in calculating previously billed amounts and limitations on eligible costs billed.

4) Travel Log: If an invoice contains any travel-related expenses, then a current and completed "Invoice Travel Log" (NDOT Form 163) must be included with the invoice package. This form is available on the State's website at http://dot.nebraska.gov/business-center/consultant/. Upon pre-approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as the current NDOT Form 163. The Travel Log must document the employee's name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.

5) Mileage Log (when applicable): When Consultant is seeking reimbursement for mileage only, Consultant must itemize travel on NDOT's Travel log, or include a separate mileage log which includes the following: employee name, vehicle identification, date of travel and miles driven, reimbursement rate and total expenses. The total expenses are to be shown on the invoice as a direct expense.

4. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's OnBase Invoice Workflow System for review, approval, and payment. The user guide for the OnBase Invoice Workflow system, along with training videos can be found at http://dot.nebraska.gov/business-center/consultant/onbase-help/.
5. Notice of Public Record: Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State pursuant to the Nebraska Public Records Act found at Neb. Rev. Stat. § 84-712 et.seq. ACCORDINGLY, CONSULTANT SHALL REDACT OR NOT SUBMIT TO STATE INFORMATION THAT IS CONFIDENTIAL, INCLUDING, BUT NOT LIMITED TO, FINANCIAL INFORMATION SUCH AS SOCIAL SECURITY NUMBERS, TAX ID NUMBERS, OR BANK ACCOUNT NUMBERS. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.

SECTION 7. PROFESSIONAL PERFORMANCE

The Consultant understands that the LPA will rely on the professional performance and ability of the Consultant. Any examination by the LPA or any acceptance or use of the work product of the Consultant, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of the Consultant which would relieve the Consultant from any liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this agreement. That further, acceptance or approval of any of the work of the Consultant by the LPA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the plans, specifications, and estimates are found to be in error or there are omissions therein revealed during the construction of the project and revision or reworking of the plans is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the LPA's notice of any errors or omissions within 24 hours and give immediate attention to these

corrections to minimize any delays to the construction contractor. This may involve visits by the Consultant to the project site, if directed by the LPA. If the Consultant discovers errors in its work, it shall notify the LPA of the errors within seven days. Failure of the Consultant to notify the LPA will constitute a breach of this agreement. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 8. SUSPEND, ABANDON AND TERMINATE

The LPA has the absolute right to abandon the project or to change the general scope of work at any time and such action on its part will in no event be deemed a breach of agreement. The LPA can suspend or terminate this agreement at any time.

If the LPA abandons or subtracts from the work, or suspends or terminates the agreement as presently outlined, the Consultant will be reimbursed for work completed up to the date of suspension, abandonment or termination of the agreement, provided however, that in case of suspension, abandonment, or termination for breach of this agreement or for tender of improper work, the LPA can suspend payments, pending the Consultant's compliance with the provisions of this agreement. In determining the percentage of work completed, the LPA will consider the work performed by the Consultant prior to abandonment or termination to the total amount of work contemplated by this agreement. The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 9. OWNERSHIP OF DOCUMENTS

All surveys, plans, specifications, maps, computations, charts, electronic data, and other project data prepared or obtained under the terms of this agreement are the property of the LPA and the Consultant shall deliver them to the LPA without restriction or limitation as to further use.

LPA acknowledges that such data may not be appropriate for use on an extension of the work covered by this agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at the LPA's sole risk and without legal exposure or liability to Consultant.

SECTION 10. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

Certain information provided by the LPA or the State to the Consultant is "Confidential Information" contained within "Privileged Documents" protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by the LPA or the State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications.. This confidential and privileged information is vital and essential to the Consultant in order that the Consultant adequately design the project at hand on behalf of the LPA.

The Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for the LPA for the project at hand only. The Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. The LPA agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information:

> **"CONFIDENTIAL INFORMATION:** Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The LPA has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."

The Consultant agrees to obtain the written approval of the LPA, with the concurrence of the State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to the Consultant whether such information or documentation is in fact privileged or confidential.

The Consultant and the LPA agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant will create liability on the part of the Consultant to the LPA for any damages that may occur to LPA or the State as a result of the unauthorized dissemination. The Consultant agrees to hold harmless, indemnify,

and release the LPA, or when applicable, the State for any liability that may ensue on the part of the LPA or the State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of the Consultant.

SECTION 11. CONFLICT OF INTEREST

The Consultant shall review the conflict of interests provisions of 23 C.F.R. 1.33 and any other applicable provisions and agrees to fully comply with all the conflict of interest provisions in order to insure that the project remains fully eligible for state or federal funding. By signing this agreement, the Consultant certifies that it has no financial or other interests in this project or the outcome of this project. For further federal interpretation of these provisions, see "PE/CE Consultant Conflict of Interest Frequently Asked Questions" located on the State's Local Federal Aid Projects' Frequently Asked Questions webpage:

http://www.transportation.nebraska.gov/gov-aff/faq.html

SECTION 12. FORBIDDING USE OF OUTSIDE AGENTS

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, the LPA has the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 13. NON-RAIDING CLAUSE

The Consultant shall not engage the services of any person or persons presently in the employ of the LPA for work covered by this agreement without the prior written consent of the employer of the persons.

SECTION 14. GENERAL COMPLIANCE WITH LAWS

The Consultant hereby agrees to comply with all federal, state, and local laws and ordinances applicable to the work.

SECTION 15. DISPUTES

Any dispute concerning a question of fact in connection with the work not disposed of by this agreement will be referred for determination to the LPA or a duly authorized representative, whose decision in the matter will be final and conclusive on the Parties to this agreement, using the process set out in section 4.4.3.5 of the Nebraska LPA Manual for Federal Aid Projects.

SECTION 16. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consultant agrees to save harmless the LPA from all claims and liability due to the activities of the Consultant or those of the Consultant's agents, employees, Subconsultants, or anyone working on Consultant's behalf, in the performance of work under this agreement.

SECTION 17. PROFESSIONAL REGISTRATION

The Consultant shall affix the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all plans, documents, and specifications prepared under this agreement as required by the Nebraska Engineers and Architects Regulations Act, Neb.Rev.Stat §81-3401 et. seq.

SECTION 18. SUCCESSORS AND ASSIGNS

This agreement is binding on successors and assigns of either party.

SECTION 19. DRUG-FREE WORKPLACE POLICY

The Consultant shall have an acceptable and current drug-free workplace policy on file with the LPA.

SECTION 20. FAIR EMPLOYMENT PRACTICES ACT

The Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126, which is hereby made a part of and included in this agreement by reference.

SECTION 21. DISABILITIES ACT

The Consultant 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 22. DISADVANTAGED BUSINESS ENTERPRISES

The Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this agreement. Consequently, the disadvantaged business requirements of 49 CFR 26 are hereby made a part of and included in this agreement by reference.

The Consultant shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of FHWA-assisted contracts. Failure of the Consultant to carry out the requirements set forth above will constitute a breach of this agreement and, after the notification of the FHWA, may result in termination of this agreement by the LPA or such remedy as the LPA deems appropriate.

SECTION 23. TITLE VI, NONDISCRIMINATION

A. Compliance with Regulations: During the performance of this agreement, the Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the DOT relative to nondiscrimination in federally-assisted programs of the DOT (49 CFR 21 and 27, hereinafter referred to as the Regulations), which are hereby made a part of and included in this agreement by reference.

B. Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of this agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

C. Solicitations for Subagreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential Subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, or national origin.

D. Information and Reports: The Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such agreement sanctions as it or the State and FHWA may determine to be appropriate,

including but not limited to withholding of payments to the Consultant under this agreement until the Consultant complies, and/or cancellation, termination, or suspension of this agreement, in whole or in part.

F. Incorporation of Provisions: The Consultant shall include the provisions of paragraphs A through E of this section in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subagreement or procurement as the LPA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a Subconsultant/Subcontractor as a result of such direction, the Consultant may request that the LPA enter into such litigation to protect the interests of the LPA and, in addition, the Consultant may request that the LPA and United States enter into such litigation to protect the interests of the LPA and United States.

SECTION 24. SUBLETTING, ASSIGNMENT, OR TRANSFER

As outlined in the DISABILITIES ACT Section of this agreement, the Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other work must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 25. LPA CERTIFICATION

By signing this agreement, I, do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this project involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 26. ALL ENCOMPASSED

This instrument embodies the whole 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. Further, the Parties, by signing this agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by the Consultant this 25th day of September, 2020.

ALFRED BENESCH & COMPANY
Jeffery A. Sockel, P.E.

Senior Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

Subscribed and sworn to before me this 25th day of September 2020.

GENERAL NOTARY - State of Nebraska
KAREN COMPAS
My Comm. Exp. May 20, 2024

Notary Public

EXECUTED by the City of Bellevue this _____ day of _____, 2020.

CITY OF BELLEVUE
Rusty Hike

Mayor

Subscribed and sworn to before me this _____ day of _____, 2020.

Clerk

Exhibit ___
SCOPE OF SERVICES

CONSTRUCTION ENGINEERING
for

Project Name: BELLEVUE MAJOR STREET RESURFACING
Project Number: MAPA-5081(1)
Control Number: 2775

A. PROJECT DESCRIPTION

This scope provides for construction engineering services for Bellevue Major Street Resurfacing in Sarpy County, Nebraska. The project consists of the following improvements: cold planing the existing surface, asphalt overlays, pavement markings, utility adjustments and other related roadway improvements.

Alfred Benesch & Co. (Consultant) shall serve as agent for the City of Bellevue (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall observe and document the Contractor's work to determine the progress and quality of work identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

B. APPLICABLE PUBLICATIONS

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOT Materials Sampling Guide
4. NDOT Construction Manual
5. NDOT Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOT's supplement to the MUTCD.
9. NDOT Final Review Manual
10. NDOT Standard Method of Tests for Laboratory and Field

C. LPA SHALL PROVIDE

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Plans and Special Provisions are available on the NDOT website
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOT website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

D. CONSULTANT SHALL PROVIDE

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOT; maintain project records; and perform other duties of the Project Manager as defined in the NDOT Standard Specifications for Highway Construction.

   1.1 Project Management activities shall include the following:

   - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
   - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
   - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office upon completion of the project or as otherwise requested during the project.
   - Generate contractor's progress and final Estimates in Site Manager
   - Review Contractor's Construction Schedule
   - Coordinate with LPA and RC regarding all project activities.
   - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.

   Project manager hours for the project management task are assumed to be estimated at 6% of the total hours for all other tasks.

2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOT when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.

   2.1 Construction Inspection Planning Meeting – Not applicable. The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOT State Representative.

   2.2 Pre-Construction Meeting - Prepare the agenda, attend, document minutes, and distribute meeting notes.

   2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOT personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately **13** meetings each lasting an average of one (1) hour and only require the Project Manager or Construction Engineer to attend. It is anticipated these meetings will occur at a City of Bellevue facility during regular working hours.

   2.4 Public Meeting (If Required) – Not applicable. Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.

   2.5 Assume **14** trips to the project site for the Project Manager or Construction Engineer to attend meetings.

3. Traffic Control Plan. Consultant shall prepare a traffic control plan (TCP) for each project site if requested. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the City Traffic Division and the State Representative prior to placing in service. Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC). It is assumed up to 4 site TCPs will be requested.

3.1 Prepare Traffic Control Plan in accordance to NDOT Standard Plans, City of Bellevue Standards, MUTCD and the NDOT Supplement to the MUTCD. Sign and seal plans. The LPA shall resolve any conflicting standards or requirements.

3.2 Prepare TCP revisions when requested by the Owner, NDOT, or the Contractor and approved by the LPA RC to adapt plans to any changes to phasing or traffic patterns not initially known at the time of preparing the initial TCP. It is assumed up to three (3) modifications may be requested.

3.3 Submit Plans to the RC for their records.

4. SWPPP Inspections/Manual Updates. To be performed by the LPA.

5. Construction Survey/Staking. Not applicable. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOT Construction Manual.

5.1 Provide coordination of staking needs with Contractor.

5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.

5.3 Stake limits of construction throughout project.

5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.

5.5 Provide slope stakes for grading

5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.

5.7 Provide cross-section for new culverts before providing a Culvert Order List to Contractor.

5.8 Stake fence relocation and guardrail.

5.9 Stake silt fence.

5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.

5.11 Assume __ trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.

6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)

- Review and Enter Data into SiteManager
- Maintain Project Field Diaries, Files, and Record data in SiteManager
- Document and Review Daily Work Reports (DWRs)

7. Girder Shim Surveying. Not Applicable.

8. Perform Bearing Calculations. Not Applicable.

9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOT Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Environmental Compliance Oversight Database (ECOD) system is used to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.). The LPA's Responsible Charge (RC)/Project Liaison (PL) or their Construction Engineering Consultant is required to use ECOD to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOT personnel. (NDOT will use checklist 12-20 to document the audit the LPA CE.).

  The LPA (RC/PL) will assume responsibility for entering data into the ECOD system and environmental compliance on the date of Letter of Tentative Acceptance.
- NDOT will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOT will not conduct these surveys.
- The Consultant will provide NDOT 30 days advance notice of the need for the initial T&E surveys so that NDOT personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devises at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOT Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall review and forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOT and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOT for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list
- Prepare guardrail order list
- Generate periodic progress estimates using SiteManager and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
- Locate permanent pavement markings

9.2 Measure, calculate, and document quantities of pay items

9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.

9.4 Assume 65 Inspector 1 (20 days milling @ 4000 SY/day, 15 days paving @ 600 tons per day, 10 days of utility adjustments @ 6 each /day, 20 days of misc inspection activities) trips to the site for construction inspection and an average of 10 hours per day per inspector for Construction Inspection of each activity.

10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOT Materials Sampling Guide section 28. All non-NDOT Laboratories shall be pre-qualified by NDOT's Materials and Research Division to conduct the testing they are contracted to perform.

NDOT SHALL PROVIDE:

Typical testing done by NDOT Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOT):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOT will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOT will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

CONSULTANT SHALL PROVIDE:

Testing up to the allowance identified in the Estimate of Testing Quantities under the Direct Expenses for the items of work identified in the construction Contract Documents. (List of tests to be provided by NDOT)

10.1 Collect, verify, document and deliver all samples to testing lab for the testing identified in the Estimate of Testing Quantities.

10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOT Materials and Research Central Lab for the testing identified in the Estimate of Testing Quantities.

10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project for the testing identified in the Estimate of Testing Quantities.

10.4 Unsuitable soils or subgrade discovered during construction the agreement will be supplemented to allow the Consultant to evaluate the soils and determine an appropriate method of stabilization.

10.5 Assume **25** trips to the project site for Material Sampling and Testing.

Construction materials testing services performed by Benesch shall be compensated on a unit rate basis in accordance with the unit rate prices identified in the Direct Expenses Breakdown. All SiteManager entry, collection of samples and certifications, delivery to NDOT, and other items of work associated with this Task shall be compensated on an hourly basis.

11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOT Final Review Section.

11.1 As-Built Drawings will be prepared in electronic *.pdf format

12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOT State Representative to verify that corrective work identified on the punch list has been completed.

12.1 Walkthrough of Site and Preparation of Punch List
12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOT Rep with the required information – check with the NDOT Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOT format) to the Contractor – send copies to the NDOT Rep.
- Sign Deduction Memo (If required)
- Material Test Results
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOT Spreadsheets and Workbooks used for Contract Item supportive documentation associated with the work contained within this scope of services.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOT Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOT State Representative for review)

14. Other. (Additional project specific tasks may be added here)

14.1 Coordination with Adjacent Projects – Consultant shall communicate project activities and coordinate traffic control needs with abutting projects or projects in close proximity to the project. The LPA shall determine the appropriate resolution to any conflicts.
14.2 Audit Support – The Consultant shall provide any support to the LPA regarding any NDOT or FHWA audits performed during the contract time period.

E. SCHEDULE

The LPA will provide the Notice to Proceed for CE services a minimum of fourteen (14) calendar days prior to the start of work by the Contractor. Upon request, the Consultant shall provide a

schedule of activities and deliverables within two (2) calendar days of receiving the Notice to Proceed upon request.

Staffing Plan — Construction Engineering

Project Name: Bellevue Major Street Resurfacing - Non Participating
Project Number: MAPA-5081(1)
Consultant: Alfred Benesch & Co.
Control Number: 2775
Consultant PM: Mike Higgins, PE
LPA RC: Dean Dunn, PE
NDOT PC: Example: Jane Smith, 402-479-0001, jane.smith@neb.gov
Date: May 12, 2020

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

#	Code	Classification	#	Code	Classification
1	PR	Principal	6	SCM	Survey Crew Member
2	PM	Project Manager	7	INS1	Inspector 1
3	ENG	Engineer	8	INS2	Inspector 2
4	DES	Designer/CADD Tech	9	ADM	Administrative
5	SCC	Survey Crew Chief	10	UD	User Defined

Financial Data	
Overhead Rate:	161.09%
Profit Rate:	11.60%
FCCM (if applies):	0.680%

Use latest available data

STAFFING PLAN

Template: T-WB-Construction Engr Fee Proposal (rev 10-23-2019) SRC Multi-year

Employee Name	Job Title & Certifications	Current Actual Hourly Rate	% Assigned
Principal			
Jeff Sockel, PE	Senior Project Manager	$76.00	90%
Tim O'Bryan, PE	Senior Project Manager	$62.00	10%
Project Manager			
Mike Higgins, PE	Project Engineer	$38.00	75%
Jeff Sockel, PE	Senior Project Manager	$76.00	20%
Drew Parks, PE	Project Manager	$51.00	5%
Engineer			
Pat Kastl, PE	Senior Project Engineer	$58.50	10%
Drew Parks, PE	Project Manager	$51.00	40%
Mike Higgins, PE	Project Engineer	$38.00	50%
Designer/CADD Tech			
Tracy Salisbury	Technologist	$29.00	100%
Survey Crew Chief			
Survey Crew Member			
Inspector 1			
Mark Tisinger	Technologist	$24.50	25%
Kevin Means	Sr Inspector	$27.00	25%
Richard Ortiz	Inspector II	$23.00	20%
Alex Barahona, PE	Project Engineer	$32.00	10%
Roberto Rocha	Construction Representative	$28.00	10%
Austin Kellogg, EI	Construction Representative	$29.00	10%
Inspector 2			
Mark Tisinger	Technologist	$24.50	10%
Mike Minino	Field/Lab Tech	$19.00	25%
Alex Barahona, PE	Project Engineer	$32.00	40%
Zach Hauseuer	Technologist	$22.00	25%
Administrative			
Karen Compas	Project Assistant	$21.50	100%
User Defined			

SRC Billing Rates

Construction Engineering

Date: May 12, 2020

Consultant: Alfred Benesch & Co.

SRC Billing Rates Calculated based on:

Overhead:	161.09%
Profit Rate:	11.60%
FCCM (if applies):	0.68%
Salary Escalation Factor:	3.0%

Weighting*			
100%	Period 1:	NTP through:	December 31, 2020
	Period 2:	Labor beginning:	January 1, 2021
	Period 3:	Labor beginning:	January 1, 2022
	Period 4:	Labor beginning:	January 1, 2023
100%	*% of work estimated during each period		

SRC BILLING RATE per employee

New Employee Multiplier = 2.91

Employee Name	Current Rate	SRC Billing Rate Period 1	Period 2	Period 3	Period 4	% Assigned
Principal						
Jeff Sockel, PE	$76.00	$222.00	$229.00	$236.00		90%
Tim O'Bryan, PE	$62.00	$181.00	$186.00	$192.00		10%
Weighted Rate For Calculating Contract Max:	$217.90					
Project Manager						
Mike Higgins, PE	$38.00	$111.00	$114.00	$117.00		75%
Jeff Sockel, PE	$76.00	$222.00	$229.00	$236.00		20%
Drew Parks, PE	$51.00	$149.00	$153.00	$158.00		5%
Weighted Rate For Calculating Contract Max:	$135.10					
Engineer						
Pat Kastl, PE	$58.50	$171.00	$176.00	$181.00		10%
Drew Parks, PE	$51.00	$149.00	$153.00	$158.00		40%
Mike Higgins, PE	$38.00	$111.00	$114.00	$117.00		50%
Weighted Rate For Calculating Contract Max:	$132.20					
Designer/CADD Tech						
Tracy Salisbury	$29.00	$85.00	$88.00	$91.00		100%
Weighted Rate For Calculating Contract Max:	$85.00					
Survey Crew Chief						
Weighted Rate For Calculating Contract Max:						
Survey Crew Member						
Weighted Rate For Calculating Contract Max:						
Inspector 1						
Mark Tisinger	$24.50	$72.00	$74.00	$76.00		25%
Kevin Means	$27.00	$79.00	$81.00	$83.00		25%
Richard Ortiz	$23.00	$67.00	$69.00	$71.00		20%
Alex Barahona, PE	$32.00	$93.00	$96.00	$99.00		10%
Roberto Rocha	$28.00	$82.00	$84.00	$87.00		10%
Austin Kellogg, EI	$29.00	$85.00	$88.00	$91.00		10%
Weighted Rate For Calculating Contract Max:	$77.15					
Inspector 2						
Mark Tisinger	$24.50	$72.00	$74.00	$76.00		10%
Mike Minino	$19.00	$55.00	$57.00	$59.00		25%
Alex Barahona, PE	$32.00	$93.00	$96.00	$99.00		40%
Zach Hauseuer	$22.00	$64.00	$66.00	$68.00		25%
Weighted Rate For Calculating Contract Max:	$74.15					
Administrative						
Karen Compas	$21.50	$63.00	$65.00	$67.00		100%
Weighted Rate For Calculating Contract Max:	$63.00					
User Defined						
Weighted Rate For Calculating Contract Max:						

Consultant's Estimate of Hours — Construction Engineering

Project Name: Bellevue Major Street Resurfacing - Non Participating **Project Number:** MAPA-5081(1)
Consultant: Alfred Benesch & Co. **Control Number:** 2775
Consultant PM: Mike Higgins, PE
LPA RC: Dean Dunn, PE
NDOT PC:
Date: May 12, 2020

TASKS	PERSONNEL CLASSIFICATIONS										
	PR	PM	ENG	DES	SCC	SCM	INS1	INS2	ADM	UD	Total
1. Project Management & Coordination	**1**	**3**									**4**
1.1 Project Management	1	3									4
2. Meetings											
2.1 Construction Inspection Planning Meeting											
2.2 Pre-Construction Meeting											
2.3 Construction Progress Meetings											
2.4 Public Meeting (If Required)											
2.5 Trips to Site (Travel Time) for Meetings											
3. Traffic Control Plan			**1**	**2**							**3**
3.1 a. Prepare Traffic Control Plan			1	2							3
4. SWPPP Inspections/Manual Updates											
5. Construction Survey/Staking											
6. Construction Consultation/Site Manager & Daily Work Report (DWR)			**2**								**2**
6.1 a. Construction Consultation/Site Manager & DWR			2								2
7. Girder Shim Surveying (Bridge Projs Only)											
8. Perform Bearing Calculations											
9. Construction Inspection			**8**				**27**		**1**		**36**
9.1 a. Construction Inspection - Milling			2				10				12
b. Construction Inspection - Paving			2				10				12
c. Construction Inspection - Adjustments											
d. Construction Inspection - Misc			2				5				7
9.2 Measure, calculate, and document qty of pay items									1		1
9.3 Maintain records/data, prepare Weekly Report of WDs			1				1				2
9.4 a. Trips to Site (Travel Time) for Const Inspection			1				1				2
10. Perform Material Sampling and Testing											
10.1 Collect, verify, document, deliver all samples to test lab											
10.2 Provide all req'd material certs to the NDOR M&R Lab											
10.3 a. Review and document all test results of all samples											
10.4 Trips to Site (Travel) for Delivery & Collecting Samples											
11. As-Built Drawings							**1**				**1**
11.1 Prepare As-Built Drawings							1				1
12. Final Inspections							**0.5**				**0.5**
12.1 Walkthrough of Site and Preparation of Punch List							0.5				0.5
12.2 Review Project to verify Punch List has been complete											
13. Project Closeout			**0.5**				**1**				**1.5**
13.1 Project Closeout			0.5				1				1.5
14. Other											
14.1 Coordination with Adjacent Projects											
14.2 FHWA Audit Support											
Non-participating Effort											
Total Days	*0.13*	*0.38*	*1.44*	*0.25*			*3.69*		*0.1*		*6*
Total Hours	**1**	**3**	**11.5**	**2**			**29.5**		**1**		**48.0**

Direct Expenses — Construction Engineering

Project Name: Bellevue Major Street Resurfacing - Non Participating
Consultant: Alfred Benesch & Co.
Project Number: MAPA-5081(1)
Control Number: 2775

Subconsultants:			Amount
		Subtotal	
Printing and Reproduction:	**Qty**	**Unit Cost**	**Amount**
Printing		$1.000	
		Subtotal	
Mileage/Travel:	**Qty**	**Unit Cost**	**Amount**
Mileage (see travel calc tab)	120	$0.575	$69.00
		Subtotal	**$69.00**
Lodging/Meals:	**Qty**	**Unit Cost**	**Amount**
		Subtotal	
Other Miscellaneous Costs:	**Qty**	**Unit Cost**	**Amount**
Allowance for Non-Exempt Employee OT Direct Cost Reimbursement		$1.00	
Allowance for Unit Rate Testing Trip Charges (25 total)		$1.00	
Allowance for Unit Rate Concrete Testing (15 sets of tests)		$1.00	
Allowance for Unit Rate Asphalt QA Testing (5 lots total)		$1.00	
		Subtotal	
TOTAL DIRECT EXPENSES			**$69.00**

Notes & Assumptions

Construction Engineering

Project Name: Construction Engineering
Consultant: Alfred Benesch & Co.

Project Number: MAPA-5081(1)
Control Number: 2775

Notes & Assumptions

Project Cost & Breakdown — Construction Engineering

Project Name: Bellevue Major Street Resurfacing - Non Participating
Project Number: MAPA-5081(1)
Consultant: Alfred Benesch & Co.
Control Number: 2775
Consultant PM: Mike Higgins, PE
NDOT PC:
Date: May 12, 2020

LABOR COSTS			
Classification	**Hours**	**Weighted Rate**	**Amount**
Principal	1	$217.90	$217.90
Project Manager	3	$135.10	$405.30
Engineer	12	$132.20	$1,520.30
Designer/CADD Tech	2	$85.00	$170.00
Inspector 1	30	$77.15	$2,275.93
Inspector 2		$74.15	
Administrative	1	$63.00	$63.00
	48	**Subtotal**	**$4,652.43**

DIRECT EXPENSES	Amount
Printing And Reproduction:	
Mileage/Travel:	$69.00
Other Miscellaneous Costs:	
Subtotal	**$69.00**

TOTAL PROJECT COSTS	Amount
Labor Costs	$4,652.43
Direct Expenses	$69.00
TOTAL COST	**$4,721.43**

LABOR COST BY MAJOR TASKS	Direct Labor	Direct Expenses		Amount
1. Project Management & Coordination	$623.20			$623.20
2. Meetings		$69.00		$69.00
3. Traffic Control Plan	$302.20			$302.20
4. SWPPP Inspections/Manual Updates				
5. Construction Survey/Staking				
6. Construction Consultation/Site Manager & Daily	$264.40			$264.40
7. Girder Shim Surveying (Bridge Projs Only)				
8. Perform Bearing Calculations				
9. Construction Inspection	$3,203.65			$3,203.65
10. Perform Material Sampling and Testing				
11. As-Built Drawings	$77.15			$77.15
12. Final Inspections	$38.58			$38.58
13. Project Closeout	$143.25			$143.25
14. Other				
Non-participating Effort				
	$4,652.43	$69.00		$4,721.43

Travel Calculations & Notes

Construction Engineering

Project Name: Bellevue Major Street Resurfacing - Non Participating
Project Number: MAPA-5081(1)
Consultant: Alfred Benesch & Co.
Control Number: 2775
Consultant PM: Mike Higgins, PE
LPA RC: Dean Dunn, PE
NDOR PC:
Date: May 12, 2020

Trip Mileage and Time Calculations

Starting Location:	Omaha office	Omaha Office	Omaha Office	Lincoln Office		
Ending Location:	Project	City Offices	NDOT D2 Lab	Project		
Roundtrip distance to/from (miles):	60	60	10	140	**Travel Summary**	
Roundtrip travel time (minutes):	60.00	60.00	30.00	120.00	**Miles**	**Hours**
# of Roundtrips/Staff --> PR:						
--> PM:						
--> ENG:	1				60	1.0
--> DES:						
--> SCC:						
--> SCM:						
--> INS1:	1				60	1.0
--> INS2:						
--> ADM:						
--> UD:						
				Total:	**120**	**2.0**

Note: Total miles assumes each staff travels separately

Enter Number of Working Days : **62** Obtain # of working days from NDOR

Month	# Working Days	Avg. Daylight
April	15	13.25
May	15	14.25
June	20	15
July	20	14.5
August	20	13.5
September	15	12.5
October	15	11
November	15	10

Hours	620
Weeks	12.4
Months	3.1

Assumed **10.0** hours/Working Day

Notes & Assumptions

RESOLUTION
CONSTRUCTION ENGINEERING SERVICES AGREEMENT – BK2046

CITY OF BELLEVUE

Resolution No. _____

Whereas: City of Bellevue is developing a transportation project.

Whereas: City of Bellevue and Alfred Benesch & Company, Inc. wish to enter into a Professional Services Agreement to provide Construction Engineering for the transportation project.

Be It Resolved: by the City Council of City of Bellevue, Nebraska that:

Rusty Hike, Mayor of the City of Bellevue City Council is hereby authorized to sign the attached Construction Engineering services between City of Bellevue and Alfred Benesch & Company, Inc.

City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOT Project Number: MAPA-5081(1)

NDOT Control Number: 22775

NDOT Project Description: Bellevue Major Street Resurfacing

Adopted this _____ day of _____, 2020 at _____ Nebraska.

The City Council of City of Bellevue, Nebraska:

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
City Clerk

RESOLUTION
CONSTRUCTION ENGINEERING SERVICES AGREEMENT – BK2046

CITY OF BELLEVUE

Resolution No. 2020-40

Whereas: City of Bellevue is developing a transportation project.

Whereas: City of Bellevue and Alfred Benesch & Company, Inc. wish to enter into a Professional Services Agreement to provide Construction Engineering for the transportation project.

Be It Resolved: by the City Council of City of Bellevue, Nebraska that:

Rusty Hike, Mayor of the City of Bellevue City Council is hereby authorized to sign the attached Construction Engineering services between City of Bellevue and Alfred Benesch & Company, Inc.

City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement and any Supplemental Project Agreements.

NDOT Project Number: MAPA-5081(1)

NDOT Control Number: 22775

NDOT Project Description: Bellevue Major Street Resurfacing

Adopted this _____ day of _____, 2020 at _____ Nebraska.

The City Council of City of Bellevue, Nebraska:

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
City Clerk

*16a.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/6/20	SUBMITTED BY: Rich Severson		Finance/Risk Management		
AGENDA ITEM:	CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:
Property/Casualty Insurance Renewal Proposal FY20-21

SYNPOSIS/BACKGROUND:
The City of Bellevue's Property/Casualty Insurances are due to renew for FY20-21. The City's broker (Lockton) aggressively marketed to twenty-one (21) insurance carriers resulting in the incumbents offering the best and least expensive quote. The total premium package price is quoted at $593,023. We budgeted $682,000 for Insurance/Bonds, earmarking $650,000 for this renewal package. We are within budget.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:
We recommend approval of Traveler's renewal proposal for the City's FY20-21 Property/Casualty Insurances.

ATTACHMENTS:

1. Premium/Exposure Chart	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue

Proposed Comparison of Premium and Exposure -- 2019/20 vs. 2020/21



Coverage	Exposure Type	2019/2020 Expiring Exposures/Limits	2019/2020 Premium	Expiring Rates at Renewal Exposures	Expiring Rates at Renewal Exposures	2020/2021 Renewal Exposures/Limits	2020/2021 Rate	2020/2021 Premium	Rate to Rate % Inc. / or Decrease	Exposure % Inc. / or Decrease
Property - Travelers	Building incl. cell towers, vacant Bldds. & Bus. Income	$64,754,399	$101,905	0.1574	$101,947	$64,781,063	0.1728	$111,921	10%	0%
	Business Personal Property	Included				Included				
	Fences	Included				Included				
	Deductible	$10,000				$10,000				
	W/H Deductible < $2.5M	$25,000				1% subject to $50,000 minimum				
	W/H Deductible > $2.5M	$50,000								
	Total Insured Values	**$64,754,399**				**$64,781,063**				
Inland Marine - Travelers	Radio Tower, Equipment Boats and Stained Glass	**$2,171,924**	$6,805	0.3133	$6,805	**$2,171,924**	0.3290	$7,146	5%	0%
Crime and Fiduciary - Chubb	**Various**	**Various**	$11,498		$11,498	**Various**		$13,026	13%	
General Liability - Travelers	Occurrence Limit	$1,000,000	$23,779	0.42	26,191	$1,000,000	$0.39	$24,479	-7%	10%
	General Aggregate	$2,000,000				$2,000,000				
	Products/Completed Operations Aggregate	$2,000,000				$2,000,000				
	Damage to Premises Rented to You	$1,000,000				$1,000,000				
	Medical Payments	Excluded				Excluded				
	Expenditures	**56,290,743**				**62,000,000**				
Law Enforcement - Travelers	**All Groups**	**93**	$48,972	526.58	56,871	**108**	546.04	$58,972	4%	16%
Public Entity - Travelers	**Expenditures**	**56,290,743**	$8,295	0.15	9,136	**62,000,000**	0.14	$8,895	-3%	10%

City of Bellevue

Proposed Comparison of Premium and Exposure – 2019/20 vs. 2020/21

Coverage	Exposure Type	2019/2020 Expiring Exposures/Limits	2019/2020 Premium	Expiring Rates at Renewal Exposures		2020/2021 Renewal Exposures/Limits	2020/2021 Rate	2020/2021 Premium	Rate to Rate % Inc. / or Decrease	Exposure % Inc. / or Decrease
Employment Practice-Public Officials - Travelers	**Per Employee**	**576**	$21,272	36.93	20,977	**568**	37.45	$21,272	1%	-1%
Automobile - Travelers	Each Accident	$1,000,000	$112,746	$404	119,616	$1,000,000	$427	$126,288	6%	6%
	Medical Payments	$10,000				$10,000				
	UM/UIM	$50,000				$50,000				
	Number of Units	**279**				**296**				
Excess Workers Comp - MWECC	**Total Payroll**	**$19,545,183**	$83,008	0.4247	$90,984	**$21,423,241**	0.4501	$96,426	6%	10%
Work Comp Surety Bond - MWECC	**Surety**	**$1,327,490**	$26,550	$20	$26,550	**$1,433,556**	$20	$28,875	0%	8%
Umbrella - Travelers	Each Claim	$10,000,000	$37,139		37,139	$10,000,000		$40,593	9%	
	Each Aggregate	$10,000,000				$10,000,000				
Cyber - Chubb	Each Claim/Agg	$1,000,000	$6,860		6,860	$1,000,000		$6,860	0%	
Drone	Each Occurrence	$1,000,000	$972		972	$1,000,000		$996	2%	0%
Pollution (3 years)	Each Occurrence	$2,000,000	$42,150		42,150	$2,000,000		$47,274		12%
Travelers Only Sub-Total			$360,913		$378,681			$399,566	6%	
All Lines Sub-Total			$531,951		$557,695			$593,023	6%	

Crime and Fiduciary are separate policies. Premium shown above is combined.

*16b.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020	SUBMITTED BY: Susan Kluthe, City Clerk				
AGENDA ITEM:		CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approval of Waiver of Hunting Regulations - Lt. Kurt Stroeher of Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNPOSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archery season of 9/1/2020 through 12/31/2020 must fill out an application and provide documentation they have permission from the property owner, provide a sketch of how they will set up their hunting site, and provide a copy of their current hunting permit.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroeher or Sgt. Don Pleiss has already given approval for the hunters and their specified sites.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

2020 Hunter Waivers

Name	Address	City	Zip	Home #	Cell #	Work #	Hunting Permit #	Address of Hunting Site	Gvn to Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Steven C. Schneider	6902 South 30th Street	Bellevue	68147	402.734.1967	402.658.7127	n/a	10750250	1310 Camp Gifford Road	8/4/2020	8/4/2020	8/18/2020	8/18/20
Ben Wallingford	415 E. 19th Avenue	Bellevue	68005		402.516.2159	402.476.8637	10745297	415 E. 19th Avenue	8/4/2020	8/4/2020	8/18/2020	8/18/20
Angelo Emmi Jr.	2730 Madison	Omaha	68107		402-312-8369		10785427	1310 Camp Gifford Road	8/12/2020	8/12/2020	8/18/2020	8/18/20
John L. Farrar Jr.	713 Sherman Drive	Bellevue	68005	n/a	402.740.0927	n/a	10836980	1011 Bellevue Blvd S	8/31/2020	8/31/2020	9/15/2020	
Andrew Madison	1907 Meadowlark Lane	Bellevue	68123	n/a	402.880.6585	n/a	10847359	1315 Bluff Road	8/2/2020	9/8/2020	9/15/2020	
Jeff Christensen	11040 U Street	Omaha	68137	402-592-4884	402-990--6932	n/a	10865347	1315 Bluff Road	9/4/2020	9/8/2020	9/15/2020	
Kurt Stroeher	1706 Hawk Ridge Circle	Bellevue	68147		402-980-3633		10900410	Jewell Park	9/18/2020		10/6/2020	
Max Cebello	5625 S. 114th St.	Omaha	68137		402-612-2236		10788134	Jewell Park	9/18/2020		10/6/2020	
Andrew Lomax	9819 S. 176th Avenue	Omaha	68136		402-430-0084		10914343	Jewell Park	9/18/2020		10/6/2020	
Keith Sanders	2012 Nottingham Drive	Bellevue	68123		402-981-3860		10870593	Jewell Park	9/18/2020		10/6/2020	
Don Pleiss	13904 S. 29th Circle	Bellevue	68123		402-321-2867		10901016	Jewell Park	9/18/2020		10/6/2020	
Chris Woodman	1605 Savannah Drive	Papillion	68133		402-639-8022		10917565	Jewell Park	9/18/2020		10/6/2020	
Pat Bendlin	14469 Patrick Avenue	Omaha	68116		402-306-2242		10920447	1713 Bellevue Blvd	9/18/2020		10/6/2020	
Terry Rybar	1723 North 159th Street	Omaha	68118		402-917-2221		10942309	1107 Camp Gifford Road	9/29/2020		10/6/2020	
Matthew Bower	520 W. Elm	Ceresco	68017		402-450-2371		10945103	Jewell Park	9/30/20		10/6/2020	

*16c.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020	SUBMITTED BY: Chief Perry Guido		Bellevue Fire Department		
AGENDA ITEM:	CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

ZOLL Rescue Fee Billing Software

SYNPOSIS/BACKGROUND:

The rescue fee billing dept. currently uses Zoll's RescueNet Billing product, we have 2 software licenses. This system requires support from SarpyCounty IT, server usage/storage, frequent system maintenance/updates. Add'l modules for the system are costly;downtimes are lengthy when they occur rendering desktops useless for billing personnel. Moving to a web based system will alleviate all of these issues and allow for additional efficiencies at no cost; there are no license fees so when there is a need to add billing personnel it can be done at no cost. The existing system will remain in place for 6 months at no cost to allow run-out time.

FISCAL IMPACT: None | BUDGETED FUNDS?: NO | GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	ZOLL	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:	10/01/2020	CONTRACT TERM:	3 years	CONTRACT END DATE:	09/30/2023
PROJECT NAME:	ZOLL Billing Migration				
START DATE:	10/01/2020	END DATE:	12/31/2020	PAYMENT DATE:	11/01/2020
INSURANCE REQUIRED:	NO				
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

We recommend moving to the ZOLL cloud based billing software. It will save Bellevue Fire approximately $195/month. We recommend we begin the migration in October 2020.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

Order Form **Order No.: Q-07213**

THIS ORDER FORM (this "**Order**") is made as of the date on which both parties have signed below (the "**Effective Date**") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021., accountsreceivable@zoll.com ("**ZOLL**") and Bellevue Fire Dept (the "**Customer**").

Bill To: Bellevue Fire Dept 211 West 22nd Avenue Bellevue, NE 68005 **Email for Notices:** dee.gray@bellevue.net	**Ship To: Bellevue Fire Dept** 211 West 22nd Avenue Bellevue, NE 68005-5072

Territory Manager: Chris Metzler **Offer Expires:** 09/30/2020

ASP Services								
Item	**Lic. Type**	**Description**	**Qty**	**List Price**	**Disc**	**Adj. Price**	**Annual Fees or One Time Charge**	**Monthly Fees**
ZOBILL1	HL	**ZOLL Billing**	250	$4.42		$4.42	$13,260.00	*$1,105.00*

Comments: Moving from Enterprise Billing

*MONTHLY FEES:	$1,105.00
*ANNUAL FEES:	$13,260.00
ANNUAL FEES FOR INITIAL TERM:	$39,780.00

TOTAL FEES FOR INITIAL TERM: $39,780.00

ASP Services Payment Terms: ZOLL will invoice Customer for the sum of any One-Time Fees adn the Professional Services Fees listed above for the deployment of each of the ASP Services listed above upon completion of the Professional Services for which such Professional Services Fees are payable. ZOLL separately will invoice Customer for Expenses incurred by ZOLL in providing such Professional Services.

Additionally, ZOLL will invoice Customer upon the earlier of the Deployment Date or 60 days after on the Effective Date (the "**Monthly Fees Commencement Date**") and at the beginning of each calendar month during the Term for the amount of the Monthly Fees listed above for such ASP Services (i) prorated to account for any partial month, (ii) increased or decreased as set forth in the Adjustments to Fees section below and (iii) if such Monthly Fees are based on the quantity of Concurrent Users, increased by an amount equal to $10 per month for any Registered User in excess of 200% of the Concurrent Users Cap.

Monthly Fees are payable in advance for each month of ASP Services ("**Monthly Service Period**"), except for the first Monthly Service Period. Accordingly, the first invoice for Monthly Fees shall be for the amount of the Monthly Fee for the first Monthly Service Period and the Monthly Fee for the second Monthly Service Period. Each subsequent invoice shall be for the amount of the Monthly Fee.

Term. Unless earlier terminated as set forth in the Agreement, (i) the initial term of this Order shall begin on the Effective Date and continue for 36 months after the Monthly Fees Commencement Date (the "Initial Term") and (ii) after the Initial Term, this Order automatically shall continue on a month-to-month basis until so terminated.

Early Termination Fee. Notwithstanding the Agreement, if this Order is terminated prior to the expiration of the Initial Term by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal the amount of (i) the Annual Fees for the Initial Term minus (ii) the sum of Monthly Fees paid by Customer to ZOLL prior to the date of terminationfor the ASP Services or Software set forth in this Order.

*** Adjustments to Fees:** Fees are subject to adjustment based on quantity as set forth in the attached Adjustment-to-Fees Addendum, including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

Existing Licenses: Upon the Deployment Effective Date, (i) Customer's existing licenses for Enterprise Billing (the "**Existing Licenses**") shall terminate and (ii) if the Deployment Effective Date is before the end of a quarter, then Customer shall be entitled to a credit from ZOLL for the amount of prepaid Maintenance Fees attributable to the Existing Licenses for the period beginning on the Deployment Effective Date and ending on the last day of such quarter.

Customer Initials:

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT https://www.zolldata.com/legal, WHICH ARE INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original.

ZOLL Data Systems, Inc.
Authorized Signature:

Name: _____
Title: _____
Date: _____

Bellevue Fire Dept
Authorized Signature:

Name: _____
Title: _____
Date: _____

Customer Initials:

Adjustments-to-Fees Addendum

Order No.: Q-07213

*** Adjustments to Fees:** Fees in the Order Form to which this addendum is attached (the "**Order**"), and of which it is a part, are subject to adjustment based on quantity as specified below ("**Qty**"), including as a result of Registered Users being in excess of the Concurrent Users Cap for Fees based on Concurrent Users:

Product	Basis for Adjustment
Billing Pro	Qty of transports (the "**Transport Volume**") listed in the line item in the Order. ZOLL may conduct an audit of Transport Volume following the 12th month after the Monthly Fees Commencement Date for Billing Pro and each anniversary of such date (a "**Transport Audit**"). Should actual Transport Volume (the "**Actual Transport Volume**") for the preceding 12-month period (the "**Transport Audit Period**") exceed 110% of the quantity of transports that was the basis for Monthly Fees in the Transport Audit Period multiplied by 12 (the "**Estimated Transport Volume**"), then ZOLL will invoice Customer for such excess multiplied by the per-transport price listed in the Order (the "**Per-Transport Price**"). Should the Actual Transport Volume be less than the Estimated Transport Volume by more than 10% during the Transport Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Transport Volume multiplied by the Per-Transport Price. Future billings of the Monthly Fee will be adjusted based on the Actual Transport Volume as determined by the Transport Audit; *provided, that* the Monthly Fee shall not decrease by more than 10%.
emsCharts Air	Qty of PCRs (the "**PCR Volume**") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12th month after the Monthly Fees Commencement Date for emsCharts Air and each anniversary of such date (a "**PCR Audit**"). Should actual PCR Volume (the "**Actual PCR Volume**") for the preceding 12-month period (the "**PCR Audit Period**") exceed the tier set forth at the end of this addendum (the "**Tier**") that was the basis for Monthly Fees in the PCR Audit Period (the "**Estimated PCR Volume**"), then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual PCR Volume as determined by the PCR Audit, discounted with respect to emsCharts Air as provided in the Order for the Initial Term; *provided, that* the Monthly Fee shall not decrease by more than 10%. Monthly Fees for modules and interfaces for emsCharts Air (descriptions of which are preceded by "emsCharts Air –" in the Order) shall be adjusted after each PCR Audit Period in proportion to the adjustment to the Monthly Fees for emsCharts Air resulting from the PCR Audit for such Audit Period.
emsCharts Ground	Qty of PCRs (the "**PCR Volume**") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12th month after the Monthly Fees Commencement Date for emsCharts Ground and each anniversary of such date (a "**PCR Audit**"). Should actual PCR Volume (the "**Actual PCR Volume**") for the preceding 12-month period (the "**PCR Audit Period**") exceed the tier set forth at the end of this addendum (the "**Tier**") that was the basis for Monthly Fees in the PCR Audit Period (the "**Estimated PCR Volume**"), then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual PCR Volume as determined by the PCR Audit, discounted with respect to emsCharts Ground as provided in the Order for the Initial Term; *provided, that* the Monthly Fee shall not decrease by more than 10%. Monthly Fees for modules and interfaces for emsCharts Ground (the descriptions of which are preceded by "emsCharts Ground –" in the Order) shall be adjusted after each PCR Audit Period in proportion to the adjustment to the Monthly Fees for emsCharts Ground resulting from the PCR Audit for such Audit Period.
emsCharts Fire Reports	Qty of Fire Reports (the "**Fire Report Volume**") listed in the line item in the Order. ZOLL may conduct an audit of Fire Report Volume following the 12th month after the Monthly Fees Commencement Date for emsCharts Fire and each anniversary of such date (a "**Fire Report Audit**"). Should actual Fire Report Volume (the "**Actual Fire Report Volume**") for the preceding 12-month period (the "**Fire Report Audit Period**") exceed the tier set forth at the end of this addendum (the "**Tier**") that was the basis for Monthly Fees in the Fire Report Audit Period (the "**Estimated Fire Report Volume**"), then ZOLL will adjust future billings of the Monthly Fee based on the Tier applicable to the Actual Fire Report Volume as determined by the Fire Report Audit, discounted with respect to emsCharts Fire as provided in the Order for the Initial Term; *provided, that* the Monthly Fee shall not decrease by more than 10%. Monthly Fees for modules and interfaces for emsCharts Fire (the descriptions of which are preceded by "emsCharts Fire –" in the Order) shall be adjusted after each Fire Report Audit Period in proportion to the adjustment to the Monthly Fees for emsCharts Fire resulting from the Fire Report Audit for such Audit Period.
EMS Mobile Health	Qty of the tier based on number of visits. Following six months from the Monthly Fees Commencement Date and every six months thereafter, ZOLL will conduct an audit of the number of monthly visits (the "**Visit Volume**"). Should the monthly Visit Volume for any six month period exceed 110% of the maximum monthly visits for the current tier, then commencing the first month after the completion of the audit, ZOLL will invoice Customer based on the new Visit Volume as determined by the audit and based on the following tiers: (i) $750.00 for 1-150 visits per month; (ii) $1,250.00 for 151-300 visits per month; (iii) $2,000.00 for 301-600 visits per month; and (iv) as quoted by ZOLL more than 600 visits per month.
Packaged Services	Qty of trips (the "**Trip Volume**") listed in the line item in the Order; *provided, that* should actual Trip Volume for any month exceed the quantity of trips listed in the line item in the Order, then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed in the Packaged Services– Overage line item in the Order.
Packaged Services Premium	Qty of trips (the "**Trip Volume**") listed in the line item in the Order; *provided, that* should actual Trip Volume for any month exceed the quantity of trips listed in the line item in the Order, then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed in the Packaged Services Premium – Overage line item in the Order.
RescueNet® Billing	Qty of Concurrent Users.
RescueNet Dispatch	Qty of Concurrent Users.
RescueNet Eligibility	Qty of trips.
RescueNet FireRMS	Qty of stations.
RescueNet Navigator	Qty of Customer vehicles.
RescueNet @Work	Qty of Customer vehicles estimated in Order.
RescueNet® ePCR	Qty of PCRs (the "**PCR Volume**") listed in the line item in the Order. ZOLL may conduct an audit of PCR Volume following the 12th month after the Monthly Fees Commencement Date for *RescueNet* ePCR and each anniversary of such date (a "**PCR Audit**"). Should actual PCR Volume (the "**Actual PCR Volume**") for the preceding 12-month period (the "**PCR Audit Period**") exceed 110% of the quantity of PCRs that was the basis for Monthly Fees in the PCR Audit Period multiplied by 12 (the "**Estimated PCR Volume**"), then ZOLL will invoice Customer for such excess multiplied by the per-PCR price listed in the Order (the "**Per-PCR Price**"). Should the Actual PCR Volume be less than the Estimated PCR Volume by more than 10% during the PCR Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated PCR Volume multiplied by the Per-PCR Price. Future billings of the Monthly Fee will be adjusted based on the Actual PCR Volume as determined by the PCR Audit; *provided, that* the Monthly Fee shall not decrease by more than 10%.
Mobile Care Connect Variable Fee	Qty of trips (the "**Trip Volume**") listed in the line item above. ZOLL may conduct an audit of Trip Volume following the 12th month after the Monthly Fees Commencement Date and each anniversary of such date (a "**Trip Audit**"). Should actual Trip Volume (the "**Actual Trip Volume**") for the preceding 12-month period (the "**Trip Audit Period**") exceed 110% of the quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "**Estimated Trip Volume**"), then ZOLL will invoice Customer for such excess multiplied by the per-trip price listed above, subject to increase in accordance with the Agreement (the "**Per-Trip Price**"); *provided, that* should Actual Trip Volume during any calendar month during the Trip Audit Period be (i) less than 300 trips,

Customer Initials:

Product	Basis for Adjustment
	then the Monthly Fee attributable to such month will be the Per-Trip Price multiplied by 300 or (ii) more than 1,800 trips, then Monthly Fee attributable to such month will be the Per-Trip Price multiplied by 1,800 (the "**Adjusted Trip Volume**"). Future billings of the Monthly Fee will be adjusted based on the Adjusted Trip Volume.
ZOLL Billing	Qty of claims (the **"Claim Volume"**) listed in the line item in the Order. ZOLL may conduct an audit of Claim Volume following the 12th month after the Monthly Fees Commencement Date for ZOLL Billing and each anniversary of such date (a "**Claim Audit**"). Should actual Claim Volume (the **"Actual Claim Volume"**) for the preceding 12-month period (the **"Claim Audit Period"**) exceed 110% of the quantity of claims that was the basis for Monthly Fees in the Claim Audit Period multiplied by 12 (the **"Estimated Claim Volume"**), then ZOLL will invoice Customer for such excess multiplied by the following applicable per-claim price, determined as if such excess were the final claims in Actual Claim Volume, less any discounts specified in the Order: (i) $4.25 per claim for 25,000 or fewer claims per year; (ii) $4.05 per claim for 25,001 to 100,000 claims each year; or (iii) $3.85 per claim for greater than 100,000 claims per year (the **"Per-Claim Price"**). Future billings of the Monthly Fee will be adjusted based on the Actual Claim Volume as determined by the Claim Audit; *provided, that* the Monthly Fee shall not decrease by more than 10%.
ZOLL Respond	Qty of trips (the "**Trip Volume**") listed in the line item in the Order. ZOLL may conduct an audit of Trip Volume following the 12th month after the Monthly Fees Commencement Date for ZOLL Respond and each anniversary of such date (a "**Trip Audit**"). Should actual Trip Volume (the "**Actual Trip Volume**") for the preceding 12-month period (the "**Trip Audit Period**") exceed 110% of the quantity of trips that was the basis for Monthly Fees in the Trip Audit Period multiplied by 12 (the "**Estimated Trip Volume**"), then ZOLL will invoice Customer for such excess multiplied by $.80 per trip (the "**Per-Trip Price**"). Future billings of the Monthly Fee will be adjusted based on the Actual Trip Volume as determined by the Trip Audit; provided, that the Monthly Fee shall not decrease by more than 10%. Actual Trip Volume includes only trips that have entered transporting status.

Tiers: The following Tiers apply to emsCharts Air and emsCharts Ground based on the Qty of PCRs and to emsCharts Fire based on the Qty of Fire Reports:

	Monthly Fees				Monthly Fees				Monthly Fees		
Qty	Air	Ground	Fire	Qty	Air	Ground	Fire	Qty	Air	Ground	Fire
1-1,000	$603.00	$120.00	$120.00	25,001-30,000	$6,416.00	$1,275.00	$1,275.00	65,001-70,000	$12,558.00	$2,496.00	$2,496.00
1,001-3,000	$1,316.00	$262.00	$262.00	30,001-35,000	$7,184.00	$1,428.00	$1,428.00	70,001-75,000	$13,326.00	$2,649.00	$2,649.00
3,001-5,000	$2,029.00	$403.00	$403.00	35,001-40,000	$7,952.00	$1,580.00	$1,580.00	75,001-80,000	$14,094.00	$2,801.00	$2,801.00
5,001-8,000	$2,742.00	$545.00	$545.00	40,001-45,000	$8,719.00	$1,733.00	$1,733.00	80,001-85,000	$14,861.00	$2,954.00	$2,954.00
8,001-12,000	$3,455.00	$687.00	$687.00	45,001-50,000	$9,487.00	$1,886.00	$1,886.00	85,001-90,000	$15,629.00	$3,106.00	$3,106.00
12,001-16,000	$4,168.00	$828.00	$828.00	50,001-55,000	$10,255.00	$2,038.00	$2,038.00	90,001-95,000	$16,397.00	$3,259.00	$3,259.00
16,001-20,000	$4,881.00	$970.00	$970.00	55,001-60,000	$11,023.00	$2,191.00	$2,191.00	95,001-100,000	$17,165.00	$3,412.00	$3,412.00
20,001-25,000	$5,648.00	$1,123.00	$1,123.00	60,001-65,000	$11,790.00	$2,343.00	$2,343.00	-	-	-	-

Customer Initials:

*16d.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020	SUBMITTED BY: CDBG				
AGENDA ITEM:	CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the CDBG-CV Subrecipient Agreement with Eastern Nebraska Community Action Partnership for the Food Pantry Expansion project in the amount of $46,592.00.

SYNPOSIS/BACKGROUND:

As part of the CDBG Coronavirus (CDBG-CV) plan approved by City Council on July 7, 2020, Eastern Nebraska Community Action Partnership (ENCAP) was approved for funding in the amount not to exceed $46,592.00. The grant funds will provide assistance to expand the Bellevue Food Pantry service with the addition of a Volunteer Coordinator to recruit, coordinate, and develop volunteers to ensure efficient pantry operations. The subrecipient agreement includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: 46,592.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES 100% HUD

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	ENCAP	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	CDBG-CV Subrecipient Agreement				
CONTRACT EFFECTIVE DATE:	10/06/2020	CONTRACT TERM:	1 year	CONTRACT END DATE:	10/05/2021
PROJECT NAME:	ENCAP Food Pantry Expansion				
START DATE:	10/06/2020	END DATE:	10/05/2021	PAYMENT DATE:	
INSURANCE REQUIRED:	YES				
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CDBG-192024	ACCOUNT NUMBER:			

RECOMMENDATION:

Approve and authorize Mayor to sign the CDBG-CV subrecipient agreement with Eastern Nebraska Community Action Partnership.

ATTACHMENTS:

1.	CDBG-CV Subrecipient Agreement	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDS
B-20-MW-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG CORONAVIRUS (CDBG-CV) FUNDING entered into this _____ day of _____, 2020, by and between the subrecipient EASTERN NEBRASKA COMMUNITY ACTION PARTNERSHIP hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG-CV program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has received funds for the prevention, preparation for, and response to the coronavirus under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136 and under the Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant Coronavirus (CDBG-CV) funds from the B-20-MW-31-0003 HUD contract in the amount of $46,592.00 for the Food Pantry Expansion project; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended; Federal Register Docket No. FR-6218-N-01 Notice of Program Rules, Waivers, and Alternative Requirements under the CARES Act for Community Development Block Grant Program Coronavirus Response Grant, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Grants; and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $46,592.00 from the B-20-MW-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing Food Pantry Expansion project including the addition of a Volunteer Coordinator to be responsible for recruitment, coordination, and development of volunteers at the Bellevue Food Pantry to ensure efficient pantry operations to address the increased community need and response to COVID-19 for the pantry available to Bellevue residents which is eligible under 24 CFR 570.201(E) Public Service. Such program will include the following activities eligible under the CDBG program:

    a. Program Delivery. To provide assistance to create a volunteer coordinator position to expand the volunteer program and food pantry operations available to low- and moderate-income households in Bellevue facing food emergencies due to the affects of COVID-19. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
        i. Develop a volunteer coordinator position to expand and enhance the volunteer program.
        ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.

iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

iv. Maintain proper documentation to ensure all cost incurred are eligible and demonstrate a tie back to the prevention, preparation for, and response to the coronavirus.

v. Verify there is no duplication of benefit for households receiving assistance through CDBG-CV funding and provide documentation through the Duplication of Benefit Worksheet.

b. Income Benefit Goals. It is anticipated that the program will provide rental and/or mortgage assistance for 500 from low- and moderate-income households residing within Bellevue city limits.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.

i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective and demonstrate a tie back to the prevention of, preparation for, and response to coronavirus. Such reports shall include, but not be limited to:
   a. Statistical information including the number of households, race, income, and head of household of the household benefiting; and the number of households that will be provided with new or improved access to services and/or facilities.
   b. Description of current activity and narrative of demonstration of need.
   c. Update on the expenditure of funding as well as a timeline for expenditure.
   d. Any additional funds leveraged with CDBG funding.
   e. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.

3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, an annual monitoring visit and close out visit at the conclusion of the project.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

7. Duplication of Benefits. CDBG-CV funds through the CARES Act requires adequate procedures are in place to prevent any duplication of benefits as required by section 312 of the Stafford Act, as amended by section 1210 of the Disaster Recovery Reform Act of 2018. SUBRECIPIENT will implement the GRANTEE's Duplication of Benefits policy and maintain adequate documentation of proper assessment of each applicant and whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonable to evaluate need and the resources available to meet that need.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $46,592.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
    a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
    c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
    g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the last day of the month ending the quarter. The CDBG Fiscal Year will be October 1st to September 30th.
    a. Quarters will be:
        i. 1st Quarter: October – December,
        ii. 2nd Quarter: January – March,
        iii. 3rd Quarter: April – June, and
        iv. 4th Quarter: July – September.

b. Quarterly Reporting will include, but not be limited to: (1) Amount of funds received, (2) Amount of funds obligated/expended by activity, (3) Description of all activities, and (4) Description of any subcontracts or subgrants.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

   a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

      i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
      ii. $1,000.00-$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
      iii. $10,000.00-$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
      iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

   b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

   a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

b. Subcontracts

i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.

ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesdays of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.
    a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT

must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

b. CDBG-CV grants will be closed out in accordance with requirements outlined in 2 CFR 200.343.

c. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
   i. A final performance report,
   ii. A final request for payment, and
   iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. General Compliance.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.

6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

   The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

   The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. Other Program Requirements.

1. Civil Rights

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

   b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

   c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions

a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. "Section 3" Clause

i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded

project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

ii. Notifications. The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iii. Subcontracts. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.

i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

e. Lobbying. The SUBRECIPIENT hereby certifies that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

iv. Lobby Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. Uniform Administrative Requirements.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:

    a. A-21, Cost Principles for Educational Institutions,
    b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
    c. A-89, Catalog of Federal Domestic Assistance,
    d. A-102, Grants and Cooperative Agreements with State and Local Governments,
    e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
    f. A-122, Cost Principles for Non-Profit Organizations,
    g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
    h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles – The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits – The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. Insurance Requirements.

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

G. Agreement Modifications.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. Reversion of Assets.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of $25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.

I. Suspension or Termination of Agreement.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:

   (a) Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.

   (b) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.

   (c) The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall

be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. <u>Notices.</u>

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

   a. To GRANTEE: City Administrator
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

   b. To SUBRECIPIENT: President, Board of Directors
   Eastern Nebraska Community Action Partnership
   2406 Fowler Avenue
   Omaha, NE 68111

   c. Copy to: Finance Director
   City of Bellevue
   1500 Wall Street
   Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Daniel A. Esch, President
Eastern Nebraska Community Action Partnership

Rich Severson, Finance Director
City of Bellevue, Nebraska

Aaron Bowen, Executive Director
Eastern Nebraska Community Action Partnership

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires:_____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Daniel A. Esch, President, Eastern Nebraska Community Action Partnership, on behalf of the organization.

My Commission Expires:

_____

_____
NOTARY PUBLIC

*16e.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: CDBG			
AGENDA ITEM:		CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the CDBG-CV Subrecipient Agreement with the Housing Foundation for Sarpy County for the COVID-19 Housing Loss Prevention project in the amount of $121,150.00

SYNPOSIS/BACKGROUND:

As part of the CDBG Coronavirus (CDBG-CV) plan approved by City Council on July 7, 2020, the Housing Foundation for Sarpy County (HSF) was approved for funding in the amount not to exceed $121,150.00. The grant funds will provide assistance to assist low- and moderate-income households in Bellevue city limits with rental and mortgage payments to prevent homelessness. The subrecipient agreement includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: $121,150 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES 100% HUD

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	HSF	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	CDBG-CV Subrecipient Agreement				
CONTRACT EFFECTIVE DATE:	10/06/2020	CONTRACT TERM:	1 year	CONTRACT END DATE:	10/05/2021
PROJECT NAME:	HSF COVID-19 Prevention Project				
START DATE:	10/06/2020	END DATE:	10/05/2021	PAYMENT DATE:		INSURANCE REQUIRED:	YES
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CDBG-192023	ACCOUNT NUMBER:			

RECOMMENDATION:

Approve and authorize Mayor to sign the CDBG-CV subrecipient agreement with the Housing Foundation for Sarpy County.

ATTACHMENTS:

1.	CDBG-CV Subrecipient Agreement	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bruce Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HOUSING FOUNDATION FOR SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS FUNDS
B-20-MW-31-0003

THIS SUBRECIPIENT AGREEMENT FOR CDBG CORONAVIRUS (CDBG-CV) FUNDING entered into this _____ day of _____, 2020, by and between the subrecipient HOUSING FOUNDATION FOR SARPY COUNTY hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG-CV program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has received funds for the prevention, preparation for, and response to the coronavirus under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136 and under the Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant Coronavirus (CDBG-CV) funds from the B-20-MW-31-0003 HUD contract in the amount of $121,150.00 for a COVID-19 housing assistance program; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended; Federal Register Docket No. FR-6218-N-01 Notice of Program Rules, Waivers, and Alternative Requirements under the CARES Act for Community Development Block Grant Program Coronavirus Response Grant, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Grants; and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $ 121,150.00 from the B-20-MW-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing COVID-19 Housing Loss Prevention program by offering assistance to low- and moderate-income households which is eligible under 24 CFR 570.207(B)(4) Public Service. Such program will include the following activities eligible under the CDBG program:

    a. Program Delivery. To provide a rental and mortgage assistance program to low- and moderate-income households at risk of homelessness due to the effects of COVID-19. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
        i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program for short-term emergency payments made to the provider on behalf of the household for the purpose of preventing homelessness for up to six consecutive months.
        ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
        iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for

household benefiting from service provided to meet National Objective requirements and income benefit goals.

iv. Maintain proper documentation to ensure all cost incurred are eligible and demonstrate a tie back to the prevention of, preparation for, and response to the coronavirus.

v. Verify there is no duplication of benefit for households receiving assistance through CDBG-CV funding and provide documentation through the Duplication of Benefit Worksheet.

b. Income Benefit Goals. It is anticipated that the program will provide rental and/or mortgage assistance for 100 from low- and moderate-income households residing within Bellevue city limits.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.

i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective and demonstrate a tie back to the prevention of, preparation for, and response to coronavirus. Such reports shall include, but not be limited to:
   a. Statistical information including the number of households, race, income, and head of household of the household benefiting; and the number of households that will be provided with new or improved access to services and/or facilities.
   b. Description of current activity and narrative of demonstration of need.
   c. Update on the expenditure of funding as well as a timeline for expenditure.
   d. Any additional funds leveraged with CDBG funding.
   e. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.

3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, an annual monitoring visit and close out visit at the conclusion of the project.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

7. Duplication of Benefits. CDBG-CV funds through the CARES Act require adequate procedures are in place to prevent any duplication of benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Reform Act of 2018. SUBRECIPIENT will implement the GRANTEE's Duplication of Benefits policy and maintain adequate documentation of proper assessment of each applicant and whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonable to evaluate need and the resources available to meet that need. Any entity or household receiving CDBG-CV assistance will be required to repay any duplicative assistance.

8. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA). The SUBRECIPIENT will be required to verify an applicant's citizenship in order to qualify for federal assistance through the CDBG-CV funded program. The Interim Guidance on Verification of Citizenship, Qualified Alien Status, and Eligibility Under Title IV of the PRWORA (FR DOC No 97-29851) identifies acceptable documentation as: (1) birth certificate, (2) U.S. Passport, (3) Naturalization or legalization papers, (4) Residency Certificate or Card, (5) Social Security Card, and (6) any other documentation as identified under Attachment 4 of the Interim Guidance.
    a. The SUBRECIPIENT must have each household declare in writing under threat of perjury that he/she is a citizen, an eligible, noncitizen, or is choosing not to provide documentation (and therefore is ineligible for assistance).

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $121,150.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
    a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
    c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
    g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. DUNS Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered DUNS number with SAM.gov prior to any grant funding being disbursed.

4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the last day of the month ending the quarter. The CDBG Fiscal Year will be October 1st to September 30th.
    a. Quarters will be:
        i. 1st Quarter: October – December,
        ii. 2nd Quarter: January – March,
        iii. 3rd Quarter: April – June, and
        iv. 4th Quarter: July – September.
    b. Quarterly Reporting will include, but not be limited to: (1) Amount of funds received, (2) Amount of funds obligated/expended by activity, (3) Description of all activities, and (4) Description of any subcontracts or subgrants.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

    a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

        i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
        ii. $1,000.00-$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
        iii. $10,000.00-$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
        iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

    b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

9. Contracting.

   a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

   b. Subcontracts

      i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
      ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
      iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
      iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

10. Request for Payment.

   a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesdays of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

   b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.
    a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

    a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

    b. CDBG-CV grants will be closed out in accordance with requirements outlined in 2 CFR 200.343.

    c. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
        i. A final performance report,
        ii. A final request for payment, and
        iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. General Compliance.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.

6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

   The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. Other Program Requirements.

1. Civil Rights

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

   b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

   c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall

cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders,

specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions

   a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

   b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

      The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

   c. "Section 3" Clause

      i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

         The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

         "The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-

income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

ii. Notifications. The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iii. Subcontracts. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.

i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

e. Lobbying. The SUBRECIPIENT hereby certifies that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

iv. Lobby Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. Uniform Administrative Requirements.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:

    a. A-21, Cost Principles for Educational Institutions,
    b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
    c. A-89, Catalog of Federal Domestic Assistance,
    d. A-102, Grants and Cooperative Agreements with State and Local Governments,
    e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
    f. A-122, Cost Principles for Non-Profit Organizations,
    g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
    h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles – The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits – The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. **Insurance Requirements.**

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

G. **Agreement Modifications.**

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. **Reversion of Assets.**

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of $25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.

I. **Suspension or Termination of Agreement.**

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all, or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:

   (a) Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.

   (b) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.

   (c) The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. <u>Notices.</u>

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

b. To SUBRECIPIENT: President, Board of Directors
Housing Foundation for Sarpy County
8214 Armstrong Circle
Bellevue, NE 68147

c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

John Meng-Frecker, Vice President
Housing Foundation for Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

Carolyn Pospisil, Executive Director
Housing Foundation for Sarpy County

ATTEST:

Susan Kluthe, City Clerk
City of Bellevue, NE

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: _____

(Affix Notarial Seal)

My Commission Expires:_____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 29 day of September 2020, by John Meng-Frecker, Vice-President, Housing Foundation for Sarpy County, on behalf of the organization.

My Commission Expires:

26 December, 2021

Michael C. Holton
NOTARY PUBLIC

GENERAL NOTARY-State of Nebraska
MICHAEL C. HOLTON
My Comm. Exp. Dec. 26, 2021

*16f.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020	SUBMITTED BY: CDBG				
AGENDA ITEM:		CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Approve the Inter-Departmental Agreement for CDBG-CV funding with the City of Bellevue Human Service Department for the COVID-19 Homeless Prevention project in the amount of $20,000.00.

SYNPOSIS/BACKGROUND:

As part of the CDBG Coronavirus (CDBG-CV) plan approved by City Council on July 7, 2020, the Human Service Department was approved for funding in the amount not to exceed $20,000.00 to provide assistance to assist low- and moderate-income households in Bellevue city limits facing homelessness with rental and mortgage payments. The subrecipient agreement includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: $20,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES 100% HUD

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Human Services	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	CDBG-CV Subrecipient Agreement				
CONTRACT EFFECTIVE DATE:	10/06/2020	CONTRACT TERM:	1 year	CONTRACT END DATE:	10/05/2021
PROJECT NAME:	COB COVID-19 Homeless Prevention				
START DATE:	10/06/2020	END DATE:	10/05/2021	PAYMENT DATE:	
INSURANCE REQUIRED:	YES				
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	CDBG-192022	ACCOUNT NUMBER:			

RECOMMENDATION:

Approve and authorize Mayor to sign the CDBG-CV inter-departmental agreement with the City of Bellevue Human Service Department.

ATTACHMENTS:

1.	CDBG-CV Subrecipient Agreement	2.		3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG FUNDS BETWEEN COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROGRAM AND THE CITY OF BELLEVUE HUMAN SERVICE DEPARTMENT

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG CORONAVIRUS (CDBG-CV) FUNDING ("AGREEMENT") entered into this _____ day of _____, 2020, by and between the THE CITY OF BELLEVUE HUMAN SERVICE OFFICE, hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG-CV program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has received funds for the prevention, preparation for, and response to the coronavirus under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136 and under the Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the SUBRECIPIENT, the City of Bellevue Human Services Office is part of a local government agency capable of undertaking CDBG-CV assisted activities thereby subject to the applicable Federal regulations specified in 24 CFR 570.501(a); and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant Coronavirus (CDBG-CV) funds from the B-20-MW-31-0003 HUD contract in the amount of $ 20,000.00 for the COVID-19 Homeless Prevention Program and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended; Federal Register Docket No. FR-6218-N-01 Notice of Program Rules, Waivers, and Alternative Requirements under the CARES Act for Community Development Block Grant Program Coronavirus Response Grant, Fiscal Year 2019 and 2020 Community Development Block Grants, and for Other Formula Grants; and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed $20,000.00 from the B-20-MW-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing COVID-19 Homeless Prevention program by offering assistance to low- and moderate-income households which is eligible under 24 CFR 570.207(B)(4) Public Service. Such program will include the following activities eligible under the CDBG program:

    a. Program Delivery. To provide a rental and mortgage assistance program to low- and moderate-income households at risk of homelessness due to the affects COVID-19. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
        i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program for short-term emergency payments made to the provider for the purpose of preventing homelessness for a term of no more than six consecutive months.
        ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.

iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.

iv. Maintain proper documentation to ensure all cost incurred are eligible and demonstrate a tie back to the prevention, preparation for, and response to the coronavirus.

v. Verify there is no duplication of benefit for households receiving assistance through CDBG-CV funding and provide documentation through the Duplication of Benefit Worksheet.

b. Income Benefit Goals. It is anticipated that the program will provide rental and/or mortgage assistance for 20 low- and moderate-income households residing within Bellevue city limits.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.

i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective and demonstrate a tie back to the prevention of, preparation for, and response to coronavirus. Such reports shall include, but not be limited to:
   a. Statistical information including the number of households, race, income, and head of household of the household benefiting; and the number of households that will be provided with new or improved access to services and/or facilities.
   b. Update on the expenditure of funding as well as a timeline for expenditure.
   c. Any additional funds leveraged with CDBG funding.
   d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.

3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, an annual monitoring visit and close out visit at the conclusion of the project.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

7. Duplication of Benefits. CDBG-CV funds through the CARES Act require adequate procedures are in place to prevent any duplication of benefits as required by Section 312 of the Stafford Act, as amended by Section 1210 of the Disaster Recovery Reform Act of 2018. SUBRECIPIENT will implement the GRANTEE's Duplication of Benefits policy and maintain adequate documentation of proper assessment of each applicant and whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonable to evaluate need and the resources available to meet that need. Any entity or household receiving CDBG-CV assistance will be required to repay any duplicative assistance.

8. Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA). The SUBRECIPIENT will be required to verify an applicant's citizenship in order to qualify for federal assistance through the CDBG-CV funded program. The Interim Guidance on Verification of Citizenship, Qualified Alien Status, and Eligibility Under Title IV of the PRWORA (FR DOC No 97-29851) identifies acceptable documentation as: (1) birth certificate, (2) U.S. Passport, (3) Naturalization or legalization papers, (4) Residency Certificate or Card, (5) Social Security Card, and (6) any other documentation as identified under Attachment 4 of the Interim Guidance.
    a. The SUBRECIPIENT must have each household declare in writing under threat of perjury that he/she is a citizen, an eligible, noncitizen, or is choosing not to provide documentation (and therefore is ineligible for assistance).

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed $20,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:
    a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
    b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
    c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
    d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
    e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
    f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
    g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

3. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the last day of the month ending the quarter. The CDBG Fiscal Year will be October 1st to September 30th.

a. Quarters will be:
    i. 1st Quarter: October – December,
    ii. 2nd Quarter: January – March,
    iii. 3rd Quarter: April – June, and
    iv. 4th Quarter: July – September.
b. Quarterly Reporting will include, but not be limited to: (1) Amount of funds received, (2) Amount of funds obligated/expended by activity, (3) Description of all activities, and (4) Description of any subcontracts or subgrants.

4. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

5. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

6. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

7. Purchasing Procedures.

    a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

        i. $0.00 to $1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
        ii. $1,000.00-$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of $1,000 but under $10,000.
        iii. $10,000.00-$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount $10,000 but under $30,000.
        iv. $30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of $30,000 or more.

    b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

8. Contracting.

    a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become

due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.

b. Subcontracts

i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.

ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management (www.sam.gov). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

9. Request for Payment.

a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1st and 3rd Tuesdays of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.

10. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall

be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

11. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.
    a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

12. Close-outs.

    a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.

    b. CDBG-CV grants will be closed out in accordance with requirements outlined in 2 CFR 200.343.

    c. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
        i. A final performance report,
        ii. A final request for payment, and
        iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. General Compliance.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPEINT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.

3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of $1,000,00 limit for General Liability with a $2,000,000.00 aggregate. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a $5,000,000.00 umbrella policy. The GRANTEE will review insurance requirements on a case by case basis if this a burden or not applicable under specific agreements.

6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.

7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

   The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Section A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

   The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare

the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said agreement funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

9. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

10. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. Other Program Requirements.

1. Civil Rights

   a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.

   b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

   c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and

providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action

a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions

a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.

b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. "Section 3" Clause

i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this agreement, shall be a condition of the Federal financial assistance provided under this agreement and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

ii. Notifications. The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iii. Subcontracts. The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Conduct.

a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.

b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.

i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

e. Lobbying. The SUBRECIPIENT hereby certifies that:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

iv. Lobby Certification.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

f. Copyright. If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

5. Relocation and One-For-One Housing Replacement. The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

E. Uniform Administrative Requirements.

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including:

    a. A-21, Cost Principles for Educational Institutions,
    b. A-87, Cost Principles for State, Local, and Indian Tribal Governments,
    c. A-89, Catalog of Federal Domestic Assistance,
    d. A-102, Grants and Cooperative Agreements with State and Local Governments,
    e. A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,
    f. A-122, Cost Principles for Non-Profit Organizations,
    g. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and
    h. The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.

2. Cost Principles – The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Audits – The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends $750,000 or more a fiscal year in Federal awards, the SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

F. Insurance Requirements.

1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall

purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

G. Agreement Modifications.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.

2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. Reversion of Assets.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of $25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of $25,000.

I. Suspension or Termination of Agreement.

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.

2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:

    (a) Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.

    (b) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.

    (c) The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.

3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not

accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

J. Notices.

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

a. To GRANTEE: City Administrator
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

b. To SUBRECIPIENT: Manager, Human Services Department
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

c. Copy to: Finance Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005

Rusty Hike, Mayor
City of Bellevue, Nebraska

Amanda Parker, Manager
Human Service Department

Rich Severson, Finance Director
City of Bellevue, Nebraska

16g.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE:	SUBMITTED BY: Perry Guido	Fire Department
AGENDA ITEM:	CONSENT AGENDA ☐	SPECIAL PRESENTATION ☐
LIQUOR LICENSE ☐	ORDINANCE ☐	PUBLIC HEARING ☐
RESOLUTION ☐	CURRENT BUSINESS ☑	OTHER ☐

SUBJECT:

Request signature on document to extend service agreement for LUCAS devices.

SYNPOSIS/BACKGROUND:

Our LUCAS devices (automated CPR equipment) initially come with a 1 year warranty, and our vendor offers an extended service agreement after warranty that covers maintenance and repairs for up to 4 years after warranty on a new unit. The service agreement on our current LUCAS devices has ended, and we have purchased 2 new units as well. The new agreement covers our current units for four more years, and covers our new units for the three years after warranty expiration.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Stryker	INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION: Contract for service agreement and payment plan			
CONTRACT EFFECTIVE DATE: 09/08/2020	CONTRACT TERM: 4 years	CONTRACT END DATE: 09/07/2024	
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:

Recommendation to sign agreement to purchase service agreement for LUCAS devices.

ATTACHMENTS:

1. Stryker Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Bree Robbins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

Services

stryker

Sales Rep Name: Scott Pufahl
ProCare Service Rep: Jeremy Stevens

3800 E. Centre Ave
Portage, MI 49009

Date: 9/15/2020
ID #: 200915114000

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:
Shipping Acct Num: 1071427
Account Name: Bellevue Fire Dept
Account Address: 211 W 22nd Ave
City, State Zip: Bellevue, NE 68005

Name: Tony Rogers
Title:
Phone: (402) 293-3155
Email: anthony.rogers@bellevue.net

PROCARE COVERAGE

Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs				Total
1	LUCAS	LUCAS	3015E875	LUCAS Prevent Onsite	1	4				$5,616.00
2	LUCAS	LUCAS	3015E028	LUCAS Prevent Onsite	1	4				$5,616.00
3	LUCAS	LUCAS	3015D757	LUCAS Prevent Onsite	1	4				$5,616.00
4	LUCAS	LUCAS	3015D756	LUCAS Prevent Onsite	1	4				$5,616.00
5	LUCAS	LUCAS	3520N429	LUCAS Prevent Onsite	1		9/9/21-9/7/24			$4,212.00
6	LUCAS	LUCAS	3520N503	LUCAS Prevent Onsite	1		9/9/21-9/7/24			$4,212.00

PROGRAM INCLUDES:

LUCAS Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments $6,563.70

See below for complete payment schedule

ProCare Total	$30,888.00
Discount	15%
FINAL TOTAL	**$26,254.80**

Start Date: 9/8/2020
End Date: 9/7/2024

Stryker Signature _____ Date _____

Customer Signature _____ Date _____

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at **https://techweb.stryker.com**
The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number (MUST INCLUDE HARD COPY)

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

PAYMENT SCHEDULE

Date	Payment	Int Paid	Prin. Remaining	Balance
Starting Balance				**$ 26,254.80**
9/1/2020	$ 6,563.70	$ -	$ 19,691.10	$ 19,691.10
9/1/2021	$ 6,563.70	$ -	$ 13,127.40	$ 13,127.40
9/1/2022	$ 6,563.70	$ -	$ 6,563.70	$ 6,563.70
9/1/2023	$ 6,563.70	$ -	$ -	$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LUCAS	3015E875	LUCAS Prevent Onsite
2	LUCAS	3015E028	LUCAS Prevent Onsite
3	LUCAS	3015D757	LUCAS Prevent Onsite
4	LUCAS	3015D756	LUCAS Prevent Onsite
5	LUCAS	3520N429	LUCAS Prevent Onsite
6	LUCAS	3520N503	LUCAS Prevent Onsite

Purchase Order Form

stryker

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number 200915114000

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	0
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1071427
Company Name	Bellevue Fire Dept
Contact or Department	Tony Rogers
Street Address	211 W 22nd Ave
Addt'l Address Line	
City, ST ZIP	Bellevue, NE 68005
Phone	(402) 293-3155

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number** 200915114000

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

16h.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: BOBBY RIGGS, STREET SUPERINTENDANT			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

Street Department Asphalt Roller Replacement

SYNPOSIS/BACKGROUND:

The approved FY 20-21 budget included the replacement of a Street Department Wacker RD-12 roller. Replacement quotes were sought from three (3) vendors: Stan Houston Equipment Co., Logan Contractors Supply, Inc. and Carroll Construction Supply.

FISCAL IMPACT: $14,597.20 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	NO	COUNTER-PARTY:		INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	INSURANCE REQUIRED: YES
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:	15-7100	ACCOUNT NUMBER:			

RECOMMENDATION:

Accept Carroll Construction Supply's low price of $14,597.20 for the Wacker RD-12 roller.

ATTACHMENTS:

1.	Stan Houston Equipment Co. Quote	2.	Logan Contractors Supply Inc. Quote	3.	Carroll Construction Supply Quote
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM: A. Brae Rollins

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

Stan HOUSTON EQUIPMENT CO.

3020 W. 12th Street
Sioux Falls, SD 57104

1948 72nd Year 2020

Phone: 605-336-3727
Toll Free: 800-952-3033
Fax: 605-336-7860

Omaha office
4250 S 50th St.

Date: 09/21/20

Salesperson	Job	Delivery Date	FOB
Matt Morrow	city of bellevue	8/24/20	Omaha

Qty	Item #	Description	Unit Price	Line Total
1.00	rd12	ride on roller	$15,619.12	$15,619.12
		current delivery is looking at mid september		$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		*Sales tax not included		$0.00
				$0.00
		Quote Good for 30 Days		
			Subtotal	$15,619.12

Quotation prepared by: Matt Morrow

Thank you for the opportunity!

LOGAN
CONTRACTORS SUPPLY, INC.

QUOTE

THIS QUOTE IS SPECIFICALLY PRESENTED TO:

TO Bobby Riggs
City of Bellevue

DATE: 9/04/20

QTY	ITEM/DESCRIPTION	PRICE/PER
(1)	New, Wacker RD12-90A Double Drum Roller (with standard features & R.O.P.S.)	$ 14,810.00

Lead Time A.R.O. approx.: 2 to 3 weeks

Due to current & potential supply interruptions, certain product availability & Pricing may be affected

---

PLUS TAX

QUOTE FIRM FOR: 30 Days

Thank you for the opportunity to quote you. Should you have any questions regarding this quote, please call us @ 402-339-3900.

Sincerely,
Kevin Walsh
Sales Coordinator

4114 State Street Bettendorf, IA 52722 Ph: 563-441-2949 Fax: 563-441-2953
4101 106th Street Des Moines, IA 50322 Ph: 515-253-9048 Fax: 515-253-9491
1325 S. Enterprise Dr. Olathe, KS. 66061 Ph: 913-768-1551 Fax: 913-768-1171
6544 L Street Omaha, NE 68117 Ph: 402-339-3900 Fax: 402-597-0694
www.logancontractors.com

Carroll Construction Supply

DATE	08/31/2020	TOTAL PAGES	2	INCLUDING COVER
TO	BOBBY 402 293 3126 CITY OF BELLEVUE			
EMAIL	BOBBY.RIGGS@BELLEVUE.NET			
FROM	CHRIS PIPER 009 COUNCIL BLUFFS 2840 NEBRASKA AVE COUNCIL BLUFFS IA 51501	PHONE NUMBER FAX NUMBER	712-328-2929 712-328-3013	
SUBJECT	QUOTE CB001361			

009 COUNCIL BLUFFS
2840 NEBRASKA AVE
COUNCIL BLUFFS, IA 51501

Quotation

QUOTE #	CB001361
LOCATION	009
DATE	08/31/20
PAGE	1 OF 1

BILL TO

CITBEL
CITY OF BELLEVUE
1500 WALL ST
BELLEVUE, NE 68005-3675

SHIP TO

CITY OF BELLEVUE
Customer Pick-Up,

QUOTE DATE	EXPIRE DATE	REQUIRED DATE	REFERENCE NUMBER	PAYMENT TERMS
08/31/20	09/30/20		BOBBY	NET 30
WRITTEN BY			CONTACT	SHIP VIA
CHRIS PIPER			BOBBY 402 293 3126	CUSTOMER PICK UP
FREIGHT TERMS			JOB NUMBER	SALES REP
FREIGHT TERMS AS AGREED				0905 OPEN

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
RD12A HYDROSTIC VIBRATOR ROLLER	1	14597.198	EA	14,597.20

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
14,597.20	0.00	0.00	0.00	0.00	14,597.20

Accepted:

By: _____

Date: _____

*16i.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020		SUBMITTED BY: Chief Perry Guido			
AGENDA ITEM:		CONSENT AGENDA	☑	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Yearly maintenance proposal for ourUPS

SYNPOSIS/BACKGROUND:

This is the main UPS that protects and provides backup power for our computer equipment.

FISCAL IMPACT: $2354.28 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve maintenance proposal.

ATTACHMENTS:

1.	Sole source	2.		3.	
4.	Vertiv proposal	5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

Proposal for Service

Vertiv Corporation

Sep 16, 2020

City of Bellevue
1510 Wall Street
Bellevue, NE, 68005

Sep 16, 2020

City of Bellevue
1510 Wall Street
Bellevue, NE, 68005
Q03152306

Phone: 402-515-1106
Fax:
Email: steven.wisnieski@bellevue.net

Thank you for your interest in Vertiv Corporation. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Vertiv is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me directly at (402) 592-7860. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,

Theresa Liebgott

6565 South 118th Street,

Omaha, NE 68137

PHONE (402) 592-7860
FAX (402) 592-4358
EMAIL tliebgott@dptgroup.com

Order Q03152306

Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.
- With the most advanced tooling and instrumentation available, each CE has over $10,000 in gear with him at all times, so any issue can be resolved in the least amount of time possible.
- To make sure we get the right part to the right place at the right time, we have the industry's most sophisticated parts logistics system. No matter where you are in the US we also have a parts warehouse close to serve you.
- We maintain and follow all safety and compliance regulations necessary to keep CE's from harm and protect you, our customers from liability. We care about your safety.

Standard Maintenance Contracts:

Site #: 181258, City of Bellevue

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1856614	EXM 208V 20	47SA040CACM0980	1	ESSENTIAL (10/7/2020) - (10/6/2021)	$2,005.14
1856616	EXM10-200PERIPH	47MBE32CC0R1B43	0	BASIC (10/7/2020) - (10/6/2021)	$349.14

Total price not including tax: USD $2,354.28

any tax required must be included in customer purchase order

Payment Terms: Net 30 Days

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

PERIPHERALS MAINTENANCE BYPASS CABINET MODULE BATTERY DISCONNECT, LOAD BUS SYNC, POWER TIE, SLIM LINE DISTRIBUTION CABINET

BASIC SERVICE

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes a Performance Evaluation inspection performed immediately after the completion of an emergency visit.
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment including internal sub-assemblies, wiring harnesses, contactors, cables, major components, and check for proper clearance around the unit.
2. Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.
3. Perform a status check of alarm circuits.
4. Perform a basic operational test of the system.
5. Review system performance with customer to address any system questions.

ASSUMPTIONS AND CLARIFICATIONS

Includes 100% parts coverage, excluding circuit breakers and switches.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.

- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.
- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

SCOPE OF WORK

UNINTERRUPTIBLE POWER SYSTEMS

EXM UPS ONLY

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes 1 Preventive Maintenance Service, scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
Response Time	Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Vertiv Services' Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Vertiv Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Internal Battery Coverage	Includes parts, labor, disposal and battery jars as required - up to 10% of the battery jars per year, not accumulated over contract term (limits may apply; see Assumptions and Clarifications, as applicable, for more details).
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Service Professional	Performed by Vertiv factory trained and authorized technician. Vertiv Services is the OEM service provider for Liebert products.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

UPS Full Preventive Maintenance Service

1. Perform a temperature check on all breakers, connections and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
3. Check air filters for cleanliness. (if applicable)
4. Record all voltage and current meter readings on the display.
5. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
6. With customer approval, perform operational test of the system including unit transfer and battery discharge.
7. Calibrate and record all electronics to system specifications.
8. Check or perform Engineering Field Change Notices (FCN) as necessary.
9. Record phase-to-phase input voltage and currents.
10. Review system performance with customer to address any questions and to schedule any repairs.

Internal Battery Full Preventive Maintenance Service (applicable to EXM models with internal batteries only)

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple current.
4. Measure and record overall AC ripple voltage.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Measure and record 100% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal impedance readings.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.
14. Re-tighten all battery connections to the battery manufacturer's specifications, offline only.

Corrective Maintenance Performed as Required

1. Refurbish cell connections as deemed necessary by the detailed inspection report.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes air filters, proactive full bank capacitor replacement and fan replacement.

Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

All battery checks are recorded through the Field DB reporting system. Only visual battery inspection and total battery voltages are to be recorded on the UPS E-form. The full battery maintenance inspection will be conducted through Field DB.

CUSTOMER RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, Vertiv requests the following:

- Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.
- Scheduling: Make dates available for scheduling service. All visits must be requested 10 business days in advance of need by contacting the Vertiv Services Customer Resolution Center at 1-800-543-2378.
- Site Access: Prior to time of scheduled work, provide site access including any customer required escort, security clearance, safety training and badging for Vertiv service personnel.
- Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify Vertiv service personnel of any special requirements for equipment access including lifts, ladders, etc.
- Shutdown: Service may require shutdown of load to ensure electrical connection integrity.

- Notification: If for any reason the work cannot be performed during scheduled time, notify Vertiv service personnel 24-hours prior to scheduled event.

TERMS AND CONDITIONS

Subject to all Terms & Conditions as noted in the Vertiv Services Terms & Conditions or the terms of a Master Agreement between the parties, if any, shall apply.

Order Number: Q03152306

Purchase Order must be assigned to:
Vertiv Corporation
1050 Dearborn Dr.
Columbus, OH 43085

Payment remittance address:
Vertiv Corporation
PO Box 70474
Chicago, IL 60673

FID# 31-0715256

EXCITING NEWS: On Sept. 1, 2018, we transitioned to Vertiv Corporation as our legal entity. Visit http://vertivco.com/legalentityinfo for changes you may need to make.

PO should be e-mailed or faxed with signed proposal to:
Vertiv Corporation c/o Theresa Liebgott
Attn: Theresa Liebgott
Email: tliebgott@dptgroup.com
Fax: (402) 592-4358

Please complete the following information (All fields are required):

Purchase Order Number: _____ Purchase Order attached: ☐ Yes ☐ No

If PO ***NOT*** attached, please specify reason: _____

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other_____

☐ Accounts Payable Email _____@_____

Billing Contact Person: _____ Phone: _____

Email: _____ Fax #: _____

Bill-To Company Name: _____ Bill-To Address: _____

Federal Tax ID # _____ Bill-To City, ST Zip: _____

Tax Exempt: ☐ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person:_____ Phone: _____

* * COVERAGE DETAILS * *

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty (30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 30 days from the date of this Proposal unless otherwise noted. INFORMATION TO BUYER: This order between the Buyer and Seller is limited to Seller's Terms and Conditions located at termsconditions.vertivco.com unless a formal agreement governing this Purchase Order/transaction has been executed by the parties, in which case the Terms and Conditions of the signed agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by Seller and/or issued by Buyer.
Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

_____
Theresa Liebgott Date

Accepted By:

_____
Buyer Signature Required Date

_____
Printed Name Title Phone

VERTIV.

Vertiv Corporation
TERMS AND CONDITIONS OF SALE

Vertiv Corporation is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") or licensing software and/or firmware, which are preloaded, or to be used with Goods ("Software") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods, Parts and licensing of Software by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods, Parts, and/or license of Software by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of Seller's terms and conditions of sale, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Goods, Parts, and/or Software will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES**: Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods, Parts and/or Software shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts, and/or Software is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods, Parts and/or Software to Seller's price for the Goods, Parts, and/or Software at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices. Unless otherwise specified by Seller, Parts, that are required for the performance of services will be furnished at Seller's then prevailing prices. A service charge of $19.99 will be added to all orders which, excluding shipping charges, taxes, and insurance, do not meet the minimum order value of $750.00. The service charge amount and/or minimum order value may be changed by Seller at any time, without notice.

2. **TAXES**: Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods Parts, and/or Software, or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods, Parts, and/or Software, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT**: Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries or performance of Goods, Parts, and/or Software. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries or performance. Buyer hereby grants Seller a security interest in all Goods, Parts, and/or Software sold to Buyer by Seller, which security interest shall continue until all such Goods, Parts, and/or Software are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.

4. **SHIPMENT AND DELIVERY**: While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods, Parts, and/or Software for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods, Parts, and/or Software is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For sales in which the end destination of the Goods, Parts, and/or Software is outside of the United States (except for those international sales to Seller's affiliated companies), risk of loss and legal title to the Goods, Parts, and/or Software shall transfer to Buyer immediately after the Goods, Parts, and/or Software have passed beyond the territorial limits of the United States. For international sales to Seller's affiliated companies, all shipments of Goods, Parts, and/or Software are made on a Delivered at Terminal (DAT) basis, per Incoterms 2010, with freight charges from Seller's facility to destination terminal invoiced to buyer either on a Prepaid or PPD/Add basis, as agreed to by Seller and Buyer. All other shipments of Goods, Parts, and/or Software are made on an Ex Works (EXW) Seller's Shipping Point basis, per Incoterms 2010, with Seller responsible to load goods on Buyer's nominated vehicle. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs. If a price for delivery has been quoted, any changes at the destination for transportation modes, spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by the customer, and any related increase in transportation charges shall be added to the quoted price.

5. **LIMITED WARRANTY**: Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods and/or Software at the time of purchase is the only warranty applicable to the sale of Seller's Goods and/or Software and its terms, conditions and limitations are incorporated by reference herein and Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Thermal Solution Components, including but not limited to, fans, air-to-air heat exchangers, air conditioners, emergency DC vent systems and filtered thermal vent systems are warranted to be free from defects in material and workmanship for a period of twelve (12) months from date of shipment, or manufacturer's pass through warranty, whichever is longer, provided the following conditions are met: (i) Semi-annual preventive maintenance logs are maintained by Buyer and such logs are available to Seller upon request; and (ii) Input voltage to the air conditioner unit does not vary by greater than +/-10%; and (iii) in the event of accidental or intentional shut-off, a Thermal Solution Component will not be restarted for at least five (5) minutes; and (iv) The refrigerant specified on the unit nameplate label will be the only refrigerant utilized in the air conditioner unit; and, (v) Buyer complies with all installation, operations and maintenance instructions provided by Seller. Goods, Parts and/or Software purchased by Seller from a third party for resale or license to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of such Resale Products. EXCEPT AS SPECIFIED ABOVE, RESALE PRODUCTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. **THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND/OR SOFTWARE AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.**

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and/or Software and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, Parts, and/or Software, either alone or in combination with other products/components.

6. **LIMITATION OF REMEDY AND LIABILITY**: **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 8) SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE UNDER SECTION 5. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS, PARTS, AND/OR SOFTWARE PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.**

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods, Parts and/or Software is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE**: Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of $2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of $2,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of $2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. **PATENTS AND COPYRIGHTS**: Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods and/or Software sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of

the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods and/or Software are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods and/or Software is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods and/or Software, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and/or Software and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods and/or Software, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods, Parts, and/or Software.

9. **EXCUSE OF PERFORMANCE**: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, Parts, and/or Software, or to obtain material used directly or indirectly in the manufacture of the Goods, Parts, and/or Software, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance and/or allocate its available supply of the Goods, Parts, Software, and/or such material (without obligation to acquire other supplies of any such Goods, Parts, Software, or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. **CANCELLATION**: Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES**: Buyer may request changes or additions to the Goods, Parts, and/or Software consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods, Parts, and/or Software without prior notice to Buyer, except with respect to Goods, Parts, and/or Software being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Goods, Parts, and/or Software manufactured prior to the date of such change.

12. **NUCLEAR/MEDICAL**: GOODS, PARTS, AND SOFTWARE SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Goods, Parts, and Software with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

13. **ASSIGNMENT**: Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

14. **SOFTWARE**: Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective Software, including without limitation all rights of ownership and title in its respective copies of such Software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, non-transferable royalty free license to use the Software incorporated into the Goods solely for purposes of Buyer properly utilizing such Goods purchased from Seller. All other Software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement, the terms of which are incorporated herein by reference.

15. **TOOLING**: Tool, die, and pattern charges, if any, are in addition to the price of the Goods and are due and payable upon completion of the tooling. All such tools, dies and patterns shall be and remain the property of Seller. Charges for tools, dies, and patterns do not convey to Buyer, title, ownership interest in, or rights to possession or removal, or prevent their use by Seller for other purchasers, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. **DOCUMENTATION**: Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

17. **INSPECTION/TESTING**: Buyer, at its option and expense, may observe the inspection and testing by Seller of the Goods and/or Software for compliance with Seller's standard test procedures prior to shipment, which inspection and testing shall be conducted at Seller's plant at such reasonable time as is specified by Seller. Any rejection of the Goods and/or Software must be made promptly by Buyer before shipment. Tests shall be deemed to be satisfactorily completed and the test fully met when the Goods and/or Software meet Seller's criteria for such procedures. If Buyer does not inspect the Goods and/or Software at Seller's plant as provided herein, Buyer shall have ten (10) days from (i) the date of delivery of Goods, Parts, and/or Software and (ii) from the date of completion of each portion of the services to inspect the Goods, Parts, and/or Software, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods, Parts, and/or Software are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods, Parts, and/or Software. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

18. **RETURNED GOODS**: Advance written permission to return Goods, Parts, and/or Software must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods, Parts, and/or Software must be (i) current, unused, catalogued Goods, Parts, and/or Software, still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods, Parts, and/or Software prior to authorizing return.

19. **BILLABLE SERVICES**: Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

20. **DRAWINGS**: Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefor. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

21. **BUYER SUPPLIED DATA**: To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods, Parts, and/or Software, and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

22. **EXPORT/IMPORT**: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods, Parts, Software, and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods, Parts, or Software in violation of such applicable laws, regulations, orders or requirements.

23. **NON-SOLICITATION**: Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

24. **GENERAL PROVISIONS**: These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

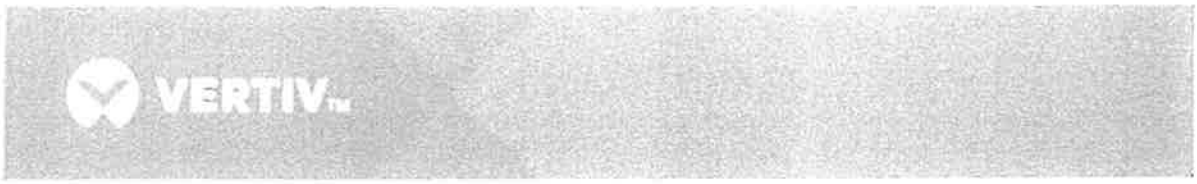
25. **DATA COLLECTION AND USE:** By using the Goods, Parts and/or Software, Buyer grants Seller, its affiliates, subsidiaries, and service providers, a non-exclusive, irrevocable, royalty free, worldwide right and license to collect, compile, retain, use, reproduce, and create derivative works of, your non-personal information and data, which includes without limitation, all data, materials, reports, text, sound, video, image files, software or any other information ("Service Data") that is provided by, or on behalf of, Buyer, or collected or compiled by Seller, its affiliates, subsidiaries, or service providers through the Goods, Parts, and/or Software. Seller, its affiliates, subsidiaries, and service providers may collect, compile, retain, use, reproduce, and create derivative works of Service Data: (i) to provide services, support, and maintenance; (ii) to develop and improve products, software, and services; and (iii) for scientific and technical research and marketing purposes. Buyer is solely responsible for the Service Data, and Buyer will secure and maintain all rights necessary for Seller, its affiliates, subsidiaries, and service providers to process and use Service Data as described in this paragraph without violating the rights of any third party or otherwise obligating Seller, its affiliates, subsidiaries, and service providers to Buyer or any third party. The Service Data will be aggregated with other information, materials, or data collected or compiled by, or provided to, Seller, its affiliates, subsidiaries, or service providers and anonymized, such that the Service Data will not intentionally reveal Buyer's identity. In accordance with applicable law, Service Data may be transferred,

transmitted, or distributed to, stored, and processed in, cloud computing environments in the United States or any other country in which Seller, its affiliates, subsidiaries, or service providers maintain operations. By using the Goods, Parts, and/or Software, Buyer agrees to such use, transfer, transmission, distribution, storage, and processing of the Service Data. Seller, its affiliates, subsidiaries, and service providers will retain Service Data for as long as is necessary for Seller and its affiliates and subsidiaries business purposes in accordance with applicable law. The rights and licenses granted herein to Seller's service providers shall only be granted to the extent service providers are providing goods and services on Seller's and its affiliates and subsidiaries behalf.

26. **PRIVACY**: Seller will collect and process personal data of those employed by or otherwise affiliated with Buyer in accordance with Seller's "Privacy Notice for Customers and Suppliers – California" available here www.vertiv.com/ca-privacy (the "Notice"), which Notice the Buyer hereby acknowledges having received, read, and understood. In the event of any queries or concerns with its contents, Buyer must contact Seller at the contact details provided in the Notice prior to entering into this Agreement or the commencement of performance hereunder, in failure of which, the terms of the Notice will be deemed accepted and consented to in their entirety.

27. **ADDITIONAL SERVICE CONDITIONS**: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

28. **INDEMNITY**: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.



SOLE SOURCE SERVICE PROVIDER
Liebert Power Products

With your purchase of Liebert power products, you now have the best critical support equipment available. As you choose the appropriate level of service support for this equipment, please consider the following.

To ensure top performance, reliability and duration of its equipment, Liebert Corporation recognizes Vertiv Services, Inc., ("Vertiv Services") as the *only* authorized service provider for the power product line (UPS/Battery, Static Transfer Switch, Power Distribution Units, and Monitoring Products). In order to meet the objective of providing the highest level of service possible, Vertiv Services has invested in the very best individuals to create the strongest support organization in the industry. With over 800 technical experts and support personnel located in 80 major cities across the US, a 24/7/365 fully staffed Customer Resolution Center, multi-level parts distribution system, and 24/7 available Technical Support Group, Vertiv Services offers the most comprehensive power product service program in existence today.

There are distinct advantages in having the Original Equipment Manufacturer (OEM) perform the service. These are specific to the proprietary information, materials and expertise maintained solely by the OEM, and is the basis for Sole Source Qualification. Below is a summary of those exclusive advantages.

- Factory Training
  - Vertiv Services Customer Engineers ("CE") are the only service technicians who are required to have 450 hours of training by Liebert to service Liebert Products before ever touching customer equipment. Their level of training is kept up to date by participation in at least 20 hours of new and refresher training courses each year.
  - No other organization is authorized to have their field technicians participate in Liebert maintenance training programs.
- Start up Services
  - Liebert standard factory warranty for 3-Phase UPS is active for 12 months from date of startup and is only valid with start up by a Vertiv Services CE.
  - Start up performed by an outside service organization reduces equipment warranty to 90 days parts only.
- Maintenance and Troubleshooting Information
  - Vertiv Services CEs have instant access to TKO – Technical Knowledge Online. This database includes the latest in maintenance and troubleshooting techniques specific to Liebert equipment.
  - The information available through TKO is only accessible to the Vertiv CE and includes proprietary information like equipment schematics.
- Part Availability
  - Part support is available to all customers and service providers.
  -

- Part **priority** is given to Vertiv Services' contract customers to make certain that Vertiv Services meets its contractual obligations.
- To guarantee availability for contract customers, standard lead times apply for all part orders from non-contract customers and outside service providers.

- Technical Support
  - Vertiv's Power Technical Support (PTS) group exists solely to support Vertiv's field service organization and is not available to outside service organizations.
  - The PTS Group is composed of long tenured factory engineers who are experts in servicing, troubleshooting and maintaining Vertiv equipment. Our PTS engineers engage in complex start-up activities, support the Vertiv CE in difficult troubleshooting situations, and develop equipment modifications that improve system performance.
- Field Modifications – Field Change Notice ("FCN")
  - The Vertiv FCN process is managed by the PTS Group and Vertiv factory personnel and is not available to outside service organizations.
  - The FCN process allows for engineering improvements to be made to the equipment as soon as an enhancement has been identified. These FCN's enhance the safety and reliability of Vertiv's critical power systems.
  - Safety related FCNs are distributed to the Vertiv customer contact on file. *Vertiv contract customers are automatically notified and scheduled for installation.*
  - Technical FCN enhancements are only available, at no charge, to Vertiv contract customers.

Vertiv Services' wide range of offerings for system Startup, preventive maintenance, emergency service, battery management, project management and customer training are available through your local Vertiv Representative Office, or by calling 1-800-LIEBERT.

Please be advised as the OEM Service Provider, Vertiv Services' scope of work is not encompassed within any prevailing wage classifications provided under any prevailing wage laws, statutes, rules, or regulations, including without limitation, Davis Bacon Act, ("Prevailing Wage Law") therefore Vertiv Services takes express exception to any and all prevailing wage requirements and shall not be required to comply with such under this Agreement, and further shall not be required to submit certified payroll and related documentation. Vertiv Services shall indemnify, defend, and hold harmless any Buyer and its directors, officers, employees, and agents from and against any and all claims, costs, expenses, liabilities, and losses to the extent arising out of Vertiv Services' violation of any Prevailing Wage Law held to be applicable to Vertiv Services' scope of work by a court of competent jurisdiction or agency with jurisdiction over the matter. None of the classifications exactly fit our uniquely trained and specifically focused Vertiv Customer Engineers or the specialized skill set they utilize to provide preventive maintenance on Liebert Equipment only.

16j.
10/06/2020

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/06/2020	SUBMITTED BY:	Dean Dunn, Interim Public Works Director			
AGENDA ITEM:	CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐	
LIQUOR LICENSE ☐	ORDINANCE	☐	PUBLIC HEARING	☐	
RESOLUTION ☐	CURRENT BUSINESS	☑	OTHER	☐	

SUBJECT:

Fort Crook Road Emergency CMP Culvert Replacement

SYNPOSIS/BACKGROUND:

A section of corrugated metal pipe located below Fort Crook Road between Chandler Road and Sidney Street has failed causing collapsing of the roadway. Emergency repair is needed to replace the failed corrugated metal pipe with reinforced concrete pipe. City is to provide barricading and re-paving of the roadway.

FISCAL IMPACT: $61,552.70 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:	Fort Crook Road Emergency CMP Culvert Replacement				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	Fort Crook Road Emergency CMP Culvert Repair				
START DATE:		END DATE:		PAYMENT DATE:	
INSURANCE REQUIRED:	YES				
CIP PROJECT NAME:	n/a	CIP PROJECT NUMBER:	n/a		
STREET DISTRICT NAME (S):	n/a	STREET DISTRICT NUMBER (S):	District 1		
ACCOUNTING DISTRUBUTION CODE:	10-15	ACCOUNT NUMBER:			

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the proposal from Heimes Corp. in the amount of $55,957.00, plus a 10% contingency in the amount of $5,595.70, for a total project cost in the amount of $61,552.70 for the Fort Crook Road emergency CMP culvert replacement.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
1510 Wall St
Bellevue, NE 68005
Attn.: Bobby

Date	**9/30/2020**
Phone	**402.293.3127**
Email	**Bobby.riggs@bellevue.net**
Job Info	**CMP Culvert Replacement**
	Ft. Crook & Chandler

Culvert Repair:

Mobilize to stie
Remove pavement over damaged CMP and compromised soil
Furnish and install 140 LF of 42" RCP with (1) FES section
Furnish and install granular fill to replace void and compromised soil
Backfill and compact excavated material to paving subgrade
Furnish and install 9" of recycled concrete for temporary drive surface to open road

BID PRICE $ 55,957.00

Notes:

Lane closures and barricades to be provided by the City of Bellevue
No seeding or site restoration has been included, if Heimes is to place seed and erosion control fabric, ADD $ 1,997.00
No pavement placement has been included; If Heimes is to furnish and place approximately 1,600 SF with 9" of L-85 (high/early) concrete; ADD $ 21,734.00
No surveying, staking, compaction testing, or performance bond has been included in pricing
No installation, maintenance, or removal of erosion control measures have been included
Heimes Corp is can mobilize to site approximately (7) days after given approval
**No lowering or relocating of fiber optic ducts has been included – Heimes Corp will coordinate with utility companies to safely remove CMP and assist in lowering or raising the duct bank
Additional granular fill of void will be at $ 289.00 per tandem load of recycled concrete
Heimes Corp will mobilize as soon as possible to complete work once PO is issued and will complete work no later than 11/23 for quoted pricing

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Matt Sykora for Heimes Corp.
This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

*Date of Acceptance*_____ *Authorized Signature* _____

September 30, 2020

Administration

Bi-monthly agenda meeting conducted.
Sarpy County Leadership city tour.
Attended BPD Sgt. promotion ceremony.
Weekly County & City Covid Coordination meeting.
Several meetings with city Real Estate representative to discuss BAE lease agreement and ongoing projects on city sites.
Met with Council members in small groups to discuss two future projects and their impact on revenue, zoning, etc.
United Cities meeting to discuss legislative issues.
Legal department city case and ongoing depositions.
ACC Community Civilian Group Zoom meetings.
Boy Scout District Chair meetings.
Internal meeting to review retirement program.
Internal meetings to discuss several personnel matters.
Meeting with contractor and PW to discuss and plan sidewalk installation & additional electrical in Washington Park.
Meeting wit developer, Planning & Engineering company to plot Mission Avenue Streetscape.
Wastewater Agency Meetings.
Met with Tom Woodard to discuss CEA Business.
Met with Omaha Public Works to discuss Sanitary South Sewer.
Met with UNMC Bellevue group to discuss city relationship and needs.
Meeting with Mike Williams to review agreement for Healthcare.
Met with Lockwood Development on future land use.
Met with Governor Ricketts and John Winkler (NRD) to discuss future use of the old PCS site and grant applications.
Internal meeting to discuss Eastern Fire District.
Meeting with developer and relators for future project on city site.
Met with SCEDC and Sarpy County for Project Blue-sky and future sewer use.

Community Development

Planning

Working with a Developer on a lot south of 60th and 370.

Large meeting with engineers/developers re: Olde Towne.

Several discussions re: multi family near 27th and Schneekloth.

Potential new project with a multi family residential developer.

Permits and Inspections

Interviews of candidates to backfill a vacancy at the front desk.

Performed 825 Inspections

Issued 35 new permits for single family dwellings (this is a record number)

Code Enforcement

September Statistics through the 25th:

Calls – 1,222

Notices – 252

Clean ups – 16

Tree Removal – 1

Tows – 3

Red Tags – 36

Communications

Pushing information re: Farmer's market, Fall Clean Up, and 36th St improvements.

Working with Sarpy County and neighboring Cities on COVID19 messaging

Press Release on "At Large Council seat"

Working with Finance and Rec Department on website updates

Responding to questions and concerns from mayor's Hotline and website inquiries

Finance

Finance Status Report (submitted 10/01/2020) **Council Meeting Date: 10/6/2020**

1. Month-end/Year-end financials

Positive net revenues for the year. Results are favorable to expenditure budget (appropriation) due to timing differences on some capital improvement projects. Revenues are unfavorable to budget due to less bonding of completed projects (we used cash instead of bonds).

City of Bellevue
City-Wide Financials - Month Of September 2020 [PRELIMINARY]

	September 2020				Fiscal Year September 2020			
	Actual	Budget	Variance	Prior Year Actual	Actual	Budget	Variance	Prior Year Actual
Revenues								
Property Taxes	473,969	473,968	1	237,137	29,896,594	30,291,899	(395,305)	21,782,239
Sales Taxes	1,174,815	916,409	258,406	1,029,997	12,544,525	10,883,629	1,660,896	11,696,445
Occupation/Business Taxes	73,309	137,352	(64,043)	105,802	2,030,497	2,173,655	(143,158)	2,332,920
Other Revenues	2,202,807	21,013,404	(18,810,597)	2,689,136	72,294,935	85,183,152	(12,888,217)	41,711,448
Total Revenues	3,924,900	22,541,133	(18,616,233)	4,062,072	116,766,551	128,532,335	(11,765,784)	77,523,052
Expenditures								
Personnel	2,168,883	2,868,148	699,265	2,301,605	29,940,240	31,328,918	1,388,678	29,027,677
Department Expenditures	5,731,271	4,974,476	(756,795)	5,389,665	22,645,978	24,328,454	1,682,476	22,347,110
Capital Expenditures	3,095,513	18,889,133	15,793,620	338,682	10,838,855	21,479,289	10,640,434	6,072,175
Other Expenditures	457,015	1,290,557	833,542	66,124	52,999,671	49,112,156	(3,887,515)	17,631,857
Total Expenditures	11,452,682	28,022,314	16,569,632	8,096,076	116,424,744	126,248,817	9,824,073	75,078,819
Net Revenues	(7,527,782)	(5,481,181)	(2,046,601)	(4,034,004)	341,807	2,283,518	(1,941,711)	2,444,233
Cash Balance	*21,580,584*			*21,230,662*				

Detail financials will be available on the city's web site as soon as all transactions and reports have been properly reviewed.

2. Debt

Debt increased with annexations, as planned. Manageable.

City of Bellevue
2020-21 Annual Budget
Bonded Indebtedness

	Total Debt	Total Debt to Valuation	Highway Allocation Bonds	Wastewater Bonds	Net GO Debt	G.O. Debt to Valuation
Beginning Bonded Indebtedness at 10-01-19	$ 53,370,000	1.57%	$ 7,505,000	$ 2,415,000	$43,450,000	1.28%
Principal Payments During Year	(4,955,000)		$ (410,000)	$ (240,000)	$ (4,305,000)	
New Debt Issued (Includes Annexation Debt Acquired)	30,490,000		$ -	$ -	$30,490,000	
Ending Bonded Indebtedness at 09-30-20	78,905,000	1.80%	$ 7,095,000	$ 2,175,000	$69,635,000	1.59%
Principal Payments During Year	(5,390,000)		$ (435,000)	$ (250,000)	$ (4,705,000)	
New Debt To Be Issued	13,640,000		$ 5,340,000	$ 1,700,000	$ 6,600,000	
Ending Bonded Indebtedness at 09-30-21	$ 87,155,000	1.99%	$ 12,000,000	$ 3,625,000	$71,530,000	1.63%
Valuation: $4,379,801,232						

(Valuation "re-certified" by Assessor to $4,375,426,659 on 9/18/2020)

3. FYE2021 Budget submitted for vote (see 9-1-2020 Council Agenda)

City of Bellevue
Cash Roll-Forward
2020-21 Annual Budget

		Total
Forecasted Fund Balance (Cash) at 09-30-20	$	21,230,661.63
Budgeted Revenues	$	99,312,417.54
Budgeted Expenditures	$	97,312,417.54
Budgeted Net Increase	$	2,000,000.00
Budgeted Fund Balance (Cash) at 09-30-21	$	23,230,661.63

City of Bellevue
Net Revenues / (Expenditures) by Fund
2020-21 Annual Budget

		2019-20		2020-21				
		9+3 Forecast 2019-20	Budget 2019-20	Budget 2020-21	2019-20 Fcst vs. 2020-21 Bud Variance $ Fav / (Unf)	2019-20 Fcst vs. 2020-21 Bud Variance % Fav / (Unf)	2019-20 Bud vs. 2020-21 Bud Variance $ Fav / (Unf)	2019-20 Bud vs. 2020-21 Bud Variance % Fav / (Unf)
Fund								
10	General Fund							
	Fund 10	$ (442,864)	$ (1,580,822)	$ (0.00)	$ 442,864	100.0%	$ 1,580,822	100.0%
	Fund 99	(20,564)	80,822	$ -	20,564	100.0%	(80,822)	(100.0%)
	Total	(463,428)	(1,500,000)	$ (0.00)	463,428	100.0%	1,500,000	100.0%
20	Wastewater	534,941	533,518	$ 1,250,000.00	715,059	133.7%	716,482	134.3%
50	Community Betterment	(111,331)	(200,000)	$ 750,000.00	861,331	773.7%	950,000	475.0%
55	Economic Development	(3,010)	0	$ -	3,010	100.0%	0	-
60	Community Development	(4)	0	$ -	4	100.0%	0	-
70	Business Improvement District	0	0	$ -	0	-	0	-
80	Law Enforcement Trust	529	0	$ -	(529)	(100.0%)	0	-
81	Federal Forfeitures							
	Dept 00 - Other Funds	(1,796)	0	$ -	1,796	100.0%	0	-
	Dept 50 - Justice Funds	4,126	4,500	$ 4,488.00	362	8.8%	(12)	(0.3%)
	Dept 51 - Treasury Funds	(4,974)	(4,500)	$ (4,488.00)	486	9.8%	12	0.3%
	Total	(2,644)	0	$ -	2,644	100.0%	0	-
95	G.O. Bonds	2,498,655	3,450,000	$ -	(2,498,655)	(100.0%)	(3,450,000)	(100.0%)
		$ 2,453,708	$ 2,283,518	$ 2,000,000.00	$ (453,708)	(18.5%)	$ (283,518)	(12.4%)

4. Finance Activities

a. Completed FYE2021 Budget. Beginning FYE2020 Audit
b. Surplus sales were conducted on Govdeals.org. Approaching $500,000 in sales since inception
c. Preparing actual and forecast reports for the fiscal year ended September 30, 2020
d. Continue to update policies and procedures

CITY OF BELLEVUE
ADMINISTRATION REPORT

City Clerk

RE: Information for Administration Report

- BOE Meeting is being scheduled for October 20th at 5:30 p.m.
- Pawn Shop Licenses have been paid and mailed out. We are waiting for payment on one Pet Shop/Grooming License, with a reminder being sent. All others were paid and mailed out.
- Citizen Communication – Topic for Consideration Forms received by Clerk's Office
  None for month of September
- Codification Project Update – We received a preliminary copy of the Code Book, which is through Ordinance No. 3984, passed 12-3-2019. Our Legal Dept. has reviewed the preliminary copy and made comment. I am continuing to send American Publishing ordinances as they are approved so when we receive the final draft, it will be more up to date than the date on the preliminary copy. When there is a cut off for the final draft, ordinances not included will be done in a supplement to code at a later date. We received the Legal and Editorial Report, which explains editorial revisions they made to our code, as well as any editorial and legal comments or questions regarding specific code sections. Our Legal Dept. is reviewing this report. After their review, they noticed several codes needing updated. These codes were put in table format and color coded by department and sent to departments for comment. Some of these updates were brought to Council for approval in September. The city has asked for an extension of 60 days, to respond back to American Publishing with a response to their notes. The final ordinance pertaining to codifications will be brought to Council in October. Legal will be responding to American Publishing with their response to their notes.

Public Works

Administration:

- **COMPREHENSIVE REVIEW OF ALL BUDGETING, INVOICING AND REVENUE REPORTING AND PROCESSES (ALL DEPARTMENTS)**

Engineering:

- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed

- Lookingglass Heights Park II Splashpad (construction in progress)
- 25th Street bridge (near complete; punchlist items remaining)
- Citywide pavement replacement (near complete)
- CDBG Washington Park (near complete)
- Washington Park Sidewalk Widening (to be completed by Oct. 23rd)

Parks:

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Preparing for winter

Street Maintenance:

- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Preparing for winter & plowing

Waste Water:

- JETTING
- REPAIRING LINES FOUND DURING JETTING AND TV SCHEDULED INSPECTIONS AS NEEDED
- LIFT STATION INSPECTIONS

Human Resource

HR Coordinator and Personnel Technician

Record Management:

Prep, Input and Record Payroll Changes for processing for June 12 and 26 Payrolls

Processed Address Changes – 3 Travel & Training Requests Processed 11 Narratives Received - 2

Prepare and process all of Human Service, Administrative Service and HR Requisitions. Advertise, accept and process applications for the various Department Heads.

Recorded Performance Evaluations – 4 Verifications of Employment – 4

Applicants/Recruitment:

Currently accepting applications for: WW Foreman II, WW Maint. Mechanic, WW Maint. Worker, Park Foreman II (In-House), Electrical Inspector

Regret letters processed for: PW Administrative Secretary

Benefit Orientation/Employee Exits/Resignations:

3 - Full Time Exit

2 – Full Time Benefit Orientation

1- Promotion

0 – Return from Leave

0 – Transfer

0 –Leave of Absence

3 – Resignations/Terminations

Benefit Administration:

COBRA Notices – 8

Retirement Enrollment/Rollovers - 3 Retirement Payout/Withdrawal - 1

Processed 457 Transfers/Enrollments/Changes - 1 TASC/CARE Act Resign - 2

Beneficiary Changes - 0 QDRO - 0

Processed New or changes to Principal Loan – 1

Audited and sent to Finance for payment Life and LTD and Supplemental life.

Audited and sent to Finance for payment EBS, Met Life and AFLAC

Reconcile Retiree/COBRA Payments and notified the retirees of payment amounts due.

Auditing all beneficiaries for retirement and life

Payroll Administration:

Prep, E-Verify and Process New Hires - 62

Background Checks - 20

Medical Testing for New Employees - 15

Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases and performance awards.

Audited TASC payroll verification

Input New and Rehired employees into HR System

On-Going Projects:

Prep new contract year sheets for Grade/Step/Anniversary Date/Changes

Auditing of Personnel Files to include updating database with new information

Auditing of I-9 forms

Prepare orientation packets & manuals for new employees.

Auditing benefit deductions each payroll

Training: Affordable Care Act Update: What's New with the ACA

Workforce Productivity in Today's Changing Workplace

The Future of Talent Acquisition 2020

Civilian Retirement Committee: Bi-Annual Civilian Plan Review with DC Retirement Advisors and Neil Lisec, BPI

Human Resources Director

Employee Name	Division	Years of Service
Rybar, Terry	Administration	39
Bockman, Joseph	Administration	35
Eidenmiller, Karen	Police	35
Rieple, Patresse	Police	24
Rush, Patrick	Public Works	22
Blackburn, Mark	Public Works	20
Melvin, Timothy	Police	20
Myers, Brian	Public Works	20
Page, Robert	Police	20
Reed, Chad	Police	20
Staskiewicz, Brian	Fire	20

Wipf, James	Public Works	20
Wisnieski, Steven	Fire	16
Blaha, Dan	Public Works	15
Salgado, Isnardo	Public Works	12
Hargiss, Jonovan	Police	12
Horton, Marcella	Finance	12
Benshoof, Brian	Police	10
Glassburner, Ryan	Fire	10
Gray, Denise	Fire	10
Severson, Richard	Finance	10
Foster, Jordon	Fire	9
Radford, Colton	Fire	9
Jezek, Aaron	Police	5
Severn III, James	Police	5
Shafer, Travis	Police	5
Corbin, Steve L.	Public Works	2
Steinbach, Jimmy L.	Public Works	2
Woolery, Paul G.	Public Works	2
Andahl, Tyler K.	Police	1
Ludlow, Ryan J.	Police	1
Treinen, Michael A.	Police	1

Library

- The Bellevue Public Library Advisory Board met on Wednesday, Sept. 16, for their regular monthly meeting. The Board welcomed Evonne Edgington as the newest Board member. She is replacing John Seyfarth whose term ended in June. In addition, the Board reviewed a schedule of holiday closings for the 2020-2021 Fiscal Year and heard a recap of the Children's and Young Adult Summer Library programs.

- The Adult Library Program will conclude on Wednesday, Sept. 30. Programs offered in conjunction with the ALP during the final few weeks included crafting art coasters, painting traditional barn quilts, and making fabric pumpkins. In addition, Sarah Bouse from Essentials Natural Family Health gave a program on how nutrition plays a part in the whole health of a person. Each week the Adult Services Staff has held a Golden Ticket Book Hunt (weekly scavenger hunt). One Golden Ticket book has been hidden in the book stacks. The finders of the Golden Ticket book received an entry for one of the grand prizes in the ALP and got to keep the book!

- The Adult Services Department coordinated a National Voter Registration Day activity at the library on Sept. 22. The public was welcome to use one of the forms provided to register to vote. They could either mail in their registration or drop their registration form in the Sarpy County ballot box along the library's driveway.

- Eighty-one children participated in the online maker lab to make "floam" as part of a series of STEM (Science, Technology, Engineering, and Mathematics) programs the library is doing each month hosted by the Children's Department.

- In October, the Children's Department will begin a series called "Dinner with the Author." Children and their families can enjoy their own dinners while visiting online with a series of children's authors. The first featured author will be Ben Guterson, author of the award-winning *Winterhouse* series. The sessions are scheduled for the second Monday of each month.

- The library has on display artwork from students at Leonard Lawrence and Belleaire elementary schools. The community is welcome to come in and take a look at some of the creative efforts of these students. Their teacher is Karen Turczak.

Police

Met with MPH Systems in reference to their new police laser units and portable radar trailers on June 25th

The Sarpy Multi-Agency Traffic Unit worked Tuesday, June 23rd, The Unit started the day in La Vista and conducted operations in Papillion and Sarpy County. The operation went well with 87 vehicles being stopped for Traffic Infractions.

Background Investigations for entry level Police Officer positions are still on-going. Testing was held a few weeks ago and the list has now been certified.

Currently we have six Officers in our Field Training Program.

The Department held a Sergeant promotional test on Thursday, June 26th.

I spent close to an hour talking with the Bellevue Chamber on their Friday zoom call for "Coffee with Kevin" speaking about the protests and operations at the Department.

Met with Pastor Terry Brown to discuss the incidents of the last few months and how we can work together to bring more involvement into our community from area stakeholders.

The Department has resumed internal yearly training that had been postponed. The Department requires all of our Officers to attend this three day 32 hr format which emphasizes use of force and weapon utilization. This training will continue over the next few months. In addition, Officers are slowly starting to attend training outside of the Department in areas that require certification to be maintained.

Fire

(See Attached)

City of Bellevue
Fire Department
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Bellevue Fire Department
Council Report

Report Date 09/22/2020

A. General Items:

- QA/QI
- EMS Bureau Meeting 9-28
- Testing out one FT Paramedic from ALS Probation 9-29
- Creighton EMS Advisory Board Meeting 9-30
- BMC's Trauma designation accreditation site visit 10-1
- Omaha Metro Healthcare Coalition Workgroup meeting 10-12
- A Shift run reviews 10-14
- Mass Casualty exercise design team meeting 10-20
- Planning to resume Blood Pressure checks at Lied Center in October
- Putting equipment received from CARES funding into service.
- Medic 41 remount completed and placed into service 9-21

B. Training:

- Multi-Company Training
- Fire TAC and Inner Search

C. Inspections:

- Daycare inspection Noah's Ark Preschool 1400 Harvell Dr.
- Plan review fuel station 803 Galvin Rd. S. Baker's.
- Day care inspection 3617 Greene Ave. Aldersgate pre-school.
- Final inspection 1000 Galvin Rd. Bellevue University Math Lab.
- Plan review Baker's remodel 801 Galvin Rd. S.
- Building inspection 3604 Summit PLZ.
- Final inspection of Med 41.
- Fire sprinkler acceptance test 10704-10708 Wolfe Creek.
- Fire acceptance test 10704-10708 Wolfe Creek.
- Fire sprinkler acceptance test Logan Fontenelle 701 Kayleen Dr.
- Fire sprinkler acceptance test Leonard Lawrence 13204 S. 29th Street.

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- Final building inspection Wolfe Creek 10704-10708 S 15th street #s 2207,2211,2302,2306,2038,2310,2312,2102,2214,2220,2322.
- Final building inspection Wolfe Creek 10704-10708 S 15th street #s 2106,2209,2102,2323,2324,2271.
- Under ground tank inspection Select Mart 4741 Giles.

D. Calls: August 24th through September 21st

Fire – 119
Rescue - 382

E. Ambulance Billing

August 1-31, 2020

$ 170,758.00 has been billed out to insurance companies (217 insurance claims)
<$76,841.10> approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of $170,758.00)
==========
$ 93,916.90 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:
$ 93,380.44 deposited into the bank August 1-31, 2020
6,020.90 in Credit/Debit card payments for August 1-31, 2020.
$ 99,401.34 TOTAL August 1-31, 2020 rescue fee revenue

Statement Billing:
591 statements were mailed to patients for unpaid account balances.
These statements totaled $ 308,794.30
This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.

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F. **Manpower Report** Staffing

Staffing Report from 8/24/202 to 9/20/2020

Monday	AM	E31, E41	3-Person	
Monday	PM	Full		
Tuesday	AM	E41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E1, T21, E31	3-Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	E1	3-Person	
Friday	AM	E1, T21, E41	3-Person	
Friday	PM	E1	3-Person	
Saturday	AM	E1, E31, E41	3-Person	
Saturday	PM	E1, E31	3-Person	
Sunday	AM	E1	3-Person	
Sunday	PM	E1, E31	3-Person	

Staffing Report from 8/31/2020 to 9/6/2020

Monday	AM	E1, T21, E31, E41	3-Person	
Monday	PM	Full		
Tuesday	AM	E41	3-Person	
Tuesday	PM	E31	3-Person	
Wednesday	AM	T21, E31, E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21, E31, E41	3-Person	
Thursday	PM	T21	3-Person	
Friday	AM	T21, E31, E41	3-Person	
Friday	PM	Full		
Saturday	AM	E1	3-Person	E41 & EMS Sup 2 OOS
Saturday	PM	E1, E31	3-Person	
Sunday	AM	E1, T21, E31	3-Person	
Sunday	PM	E31, E41	3-Person	

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Staffing Report from 8/7/2020 through 8/13/2020

Monday	AM	E31, E41	3-Person	
Monday	PM	Full		
Tuesday	AM	E1, E31, E41	3-Person	
Tuesday	PM	Full		EMS Sup 2 OOS
Wednesday	AM	T21	3-Person	EMS Sup 2 OOS
Wednesday	PM	Full		
Thursday	AM	E1. T21, E41	3-Person	EMS Sup 2 OOS
Thursday	PM	E31	3-Person	
Friday	AM	E1, E31, E41	3-Person	
Friday	PM	Full		
Saturday	AM	E1, T21, E31, E41	3-Person	
Saturday	PM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Sunday	AM	T21	3-Person	E1 & EMS Sup 2 OOS
Sunday	PM	T21, E31, E41	3-Person	

Staffing Report from 8/24/2020 through 9/20/2020

Monday	AM	Full		
Monday	PM	E1	3-Person	
Tuesday	AM	E1, T21, E31, E41	3-Person	
Tuesday	PM	T21	3-Person	
Wednesday	AM	E31, E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E31, E41	3-Person	
Friday	PM	E31	3-Person	
Saturday	AM	E31, E41	3-Person	
Saturday	PM	E41	3-Person	
Sunday	AM	E1, E41	3-Person	T21 OOS
Sunday	PM	E1, E31, E41	3-Person	

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