

Bellevue City Council Meeting

Tuesday, January 18, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Dr. Rick Janelle, Lead Teaching Minister, Bellevue Church of Christ, 2311 Madison Street.

3. CALL TO ORDER AND ROLL CALL

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

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

a. Approval of the Agenda

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

1. (*) Acknowledge receipt of December 16, 2021 Planning Commission Minutes.

2. (*) Approval of the December 21, 2021 City Council Minutes.

3. (*) Acknowledge Receipt of December 14, 2021 Tree Board Minutes.

6. (*) APPROVAL OF CLAIMS - January 4, 2022 and January 18, 2022

7. SPECIAL PRESENTATIONS: NONE

8. ORGANIZATIONAL MATTERS: NONE

9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED

10. LIQUOR LICENSES: NONE

11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 4068: An ordinance to request to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6 and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, from RD-60-OTO to RG-28-PS, with site plan approval, for the purpose of multi-family residential development. Applicant: Mercury Property Management, Inc. General Location: 16th Avenue and Jefferson Street. (Planning Manager)

1. Request to small subdivision plat Lots 1 through 10, and Outlot A, Jefferson Place Addition.

b. Ordinance No. 4069: An ordinance amending and adding a section to Article VII, Chapter 12, Bellevue Municipal Code, regarding outdoor fireplace permitting requirements. (Councilwoman Welch)

c. Ordinance No. 4070: An ordinance to approve the sale and conveyance of approximately 24.85 acres of property to Redwood USA LLC. (Legal)

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

a. Ordinance No. 4067: An ordinance to amend the Municipal Code regarding disturbing the peace. (Chief Clary) **(Requesting to waive the rule requiring three readings and vote after public hearing at tonight's meeting)**

b. Ordinance No. 4071: An ordinance to amend agenda Section 2-29 of City Code to allow for amending of the agenda as allowed by Nebraska Law outlined in Nebraska Revised Statute 84-1411. (Legal)

13. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 4072: Request to rezone Lot 3, LGB Properties Replat One, from RE to RS-120 for the purpose of existing residential development. Applicant: AMZ Investments, LLC. General Location: 13510 South 36th Street. (Planning Manager)

b. Ordinance No. 4073: Request to rezone Lots 1 and 2, Heer and Theer Addition, being a replat of Tax Lot 6b, and that part of Tax Lot 6A2, being the north 50' of the west 175' of the east 260' of Tax Lot 6A, together with the south 15' of the east 110' of Lot 1, and the south 22' of the east 85' of the east 260' of Tax Lot 6A, together with the south 15' of the east 65' of Lot 34, Svodboda's Addition to the City of Bellevue, all located in the Southwest 1/4 of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RG-8-M and BGM, to BGM, for the purpose of residential and commercial development. Applicant: 1st City Development, LLC. General Location: 2304 Lincoln Road. (Planning Manager)

c. Ordinance No. 4074: Request to rezone Tax Lot 6A6, located in the Northwest 1/4 of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG to RG-20 for the purpose of an adolescent care facility. Applicant: i3, LLC. General location: 105 Fort Crook Road South. (Planning Manager)

d. Ordinance No. 4075: Repealing Section 20-2 of City Code regarding sale of cigarettes, tobacco, etc. products to minors. (Legal/Administration)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

15. RESOLUTIONS:

a. Resolution No. 2021-53: Request to approve the Jefferson Place Redevelopment Plan for Lots 1 through 6, and Part of Lots 7 through 11A, lying south and west of Harvell Drive, Block 170, Bellevue, together with adjacent vacated streets, avenues, and alleys. Applicant: Mercury Property Management, Inc. General Location: 16th Avenue and Jefferson Street. (Planning Manager)

b. Resolution No. 2022-01: Resolution to amend the Master Fee Schedule regarding certain Planning Department fees and Cemetery fees and authorize the Mayor to sign. (Planning Manager/Public Works Director)

c. Resolution No. 2022-02: An emergency resolution regarding implementation of a Pandemic Sick Leave Policy. (HR Director)

16. CURRENT BUSINESS:

a. Request to approve a 30-day filing extension for the Redwood 25 final plat, as per Section 4-11, Subdivision Regulations. (Planning Manager)

b. Authorize the change of the expiration date on City Archery Hunt Waivers to January 31st for properly licensed and approved hunters, as determined by the designated hunt manager. (Capt. Stroehrer)

c. Approve and authorize the Mayor to sign the Deed of Reconveyance and Substitution of Trustee for 2008 Calhoun Street, in an amount not to exceed \$5,069.02. (Finance Director/CDBG Program Specialist)

d. Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with the Housing Foundation for Sarpy County, in an amount not to exceed \$150,000. (Finance Director/CDBG Program Specialist)

e. Approve and authorize the Mayor to sign the Closure and Removal Agreement with Union Pacific Railroad Company for the City of Bellevue's Schilling Drive, 9th Street to 13th Street, Bridge Removal Project, in an amount not to exceed \$55,000. (Public Works Director)

f. Approve and authorize Mayor to sign the Agreement with Felburg, Holt & Ullevig for the Galvin Road and Birchcrest Intersection Improvements Project, in an amount not to exceed \$58,100. (Public Works Director)

g. Approve and authorize the Mayor to sign Amendment #2 with Jacobs Engineering Group Inc. for the Storm Drainage Project, in an amount not to exceed \$51,458. (Public Works Director)

h. Recommendation to approve and authorize Mayor to sign Amendment #1 to Agreement for Engineering Services for American Heroes Park and Haworth Park Wastewater System, in an amount not to exceed \$91,700. (Public Works Director)

i. Approve and authorize the Mayor to sign the Purchase Agreement with Longo Drive LLC for the sale of 2206 Longo Drive and authorize payment to Ambassador Title Services , 311

Village Point Plz, Suite 102, Omaha, 68118 for the Library Renovation project, in an amount not to exceed \$3,450,000. (City Administrator) **(Full Appraisal Report [161-pages] is available for review in City Clerk's Office - First 6-pages of report is attached)**

j. Approve and authorize the Mayor to sign the Interlocal Agreement for the expansion of the Unified SSWS and Amendment to the Agency's Jurisdiction with Bellevue's Extraterritorial Jurisdiction. (City Administrator)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports. **(Monthly reports are given at the first Council meeting of each month - December and January reports will be attached to the February 1st Council packet).**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

Bellevue Planning Commission Meeting, December 16, 2021, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, December 16, 2021 at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners, Hankins, Ritz, Aerni, Cutsforth, Ackley, and Jacobson. Absent were Commissioners, Casey, Perrin, and Compton. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

Notice of this meeting was given in advance thereof by publication in the Gretna Guide and News and posting in two public places, and was also given to the Chairperson and members prior to the meeting. These minutes were written and available for public inspection within ten days of the meeting.

Cutsforth announced a copy of the Open Meetings Act was posted in the entry to the City Council Chambers.

Motion was made by Jacobson, seconded by Ackley, to approve the minutes of the November 18, 2021 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Cutsforth asked if there were any updates or additions to staff reports. Palm advised a letter of opposition to Agenda Item 3.b. was received from Marty Giff and additional information from the applicant on Agenda Item 3.b. with regards to the proposed development was received. She stated both items were forwarded to the Commission members ahead of tonight's meeting.

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

Cutsforth explained the public hearing procedures

PUBLIC HEARING was held on a request to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "J," Spring Ridge. Applicant: Orchard Valley, Inc. General Location: South 21st Street and Gilmore Lake Road. Case #'s: Z-2103-02 and S-2103-05.

Cutsforth asked staff for updates. Palm stated the applicant will be revising the plat and has requested the item be continued to the January 27th Planning Commission Meeting. She stated staff is supportive of the continuance.

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

MOTION was made by Ackley, seconded by Jacobson, to CONTINUE to the January 27, 2022 Planning Commission Meeting, a request to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "J," Spring Ridge. Applicant: Orchard Valley, Inc. General Location: South 21st Street and Gilmore Lake Road. Case #'s: Z-2103-02 and S-2103-05. Upon roll call, all present voted yes. MOTION carried unanimously.

PUBLIC HEARING was held on a request to rezone Tax Lot 6A6, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG to RG-20 for the purpose of an adolescent care facility. Applicant: i3, LLC. General location: 105 Fort Crook Road South. Case #: Z-2111-23.

Cutsforth asked staff for updates. Palm stated after the agenda was published and sent to the Commissioners two items were received for this application. She stated a letter in opposition from Mr. Marty Giff and additional information from the applicant describing in detail the plans for the property were received. Palm stated this property is located along the Fort Crook Road corridor and is zoned BG (General Business). She said properties to the north are zoned commercial and to the south is a mix of residential and commercial. Palm stated the Future Land Use Map shows this property as commercial therefore; the Planning Department is recommending denial.

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Bellevue Planning Commission Meeting, December 16, 2021, Page 2

Ysabella Daredes, 400 W. Butler Avenue, Lincoln, NE, and Dr. Scott Huntington, 8521 Six Forks Road, Raleigh, NC, were present on behalf of the applicant.

Dr. Huntington stated he is the chief clinical officer for BroadStep. He stated the PRTF (Psychiatric Residential Treatment Facility) is a program for adolescents with emotional, mental health, and IDD (intellectual developmental disabilities). Huntington stated the purpose of the program is to help stabilize the individual and to work with the family to reunite them. He stated the facility is not a long-term care facility and most individuals would only stay 30 to 90 days. Huntington said it is a partnership with the Department of Children and Family Services (DCSF of Nebraska) as well as the Department of Developmental Disabilities (DDD). He stated there are approximately 100 adolescents displaced in other states and this facility would provide a service to unite the Bellevue adolescents and their families. Huntington stated Broadstep has facilities in seven states and is confident that they can provide the much-needed services in this area. He said economically they are ready to disperse one million dollars into the Bellevue community in addition to renovations of one million dollars. Huntington said this facility would also increase the workforce in Bellevue with professionals such as psychologists, therapists, nurses and front line staff. He stated approximately 25 to 30 new staff members would most likely reside in the community and utilize many of the community's services. Huntington said the lease would be for 15 years, which is a long-term commitment. He said Broadstep is ready to work with DCSF and DDD to bring Nebraska adolescents back into Nebraska and reunited with their families.

Melvin Melendez, 12714 S. 77th Street, Papillion, stated he is the real estate agent representing the owners of the property. He stated any proceeds from the sale of the property would stay in Nebraska.

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

Hankins asked the applicant what challenges they have faced when a facility is located in a residential neighborhood. Huntington stated a vast majority of the facilities are located in residential neighborhoods. He said the only challenge has been trying to get the communities to understand what their goal is and whom they provide services for. Huntington stated the children are with staff 24 hours, seven days a week and highly monitored. He stated the children are engaged in activities and have structured schedules.

Ackley inquired what improvements would be made to the structure. Huntington stated the facility would be gated and the building would be sectioned off with one side for males and the other side for females. Discussion ensued regarding fencing and security systems.

Jacobson inquired if there were plans to expand this facility. Huntington stated there were no plans to expand this facility. Jacobson stated he had concerns regarding traffic on Fort Crook Road. He inquired if they would be required to install sidewalks. Palm stated they would not be required to install sidewalks unless an addition was done to the building. Jacobson stated he has concerns with the residents walking to various events and not having sidewalks. Huntington stated all programs are in-house and residents would be transported by vans to any outside events. Discussion ensued regarding the surrounding commercial properties and the noise that might be generated from daily operations.

Ritz asked staff if the justification for the rezoning request was due to overnight services. Palm stated the RG-20 allows for hospitals, care facilities, and similar institutions as a permitted use. Ritz stated as a foster parent he knows first-hand the need for this type of facility and believes it would be beneficial to Bellevue.

Ackley asked staff the reason for the denial recommendation. Palm stated she has had discussions with Mr. Easterling regarding the property's commercial zoning in the Future Land Use Map. She stated city administration is protective of the city's commercial corridors and wants to keep those areas as commercial zoning. Palm stated the Fort Crook Road Plan shows this area as commercial along with mixed use. Ackley asked if any discussions between the applicant and the administration regarding a better location for this type of use had occurred. Palm stated she was unsure if the applicant had spoken to the administration regarding this site. Huntington stated Mr. Easterling had spoken with the mayor.

Discussion ensued regarding past and present traffic studies done by MAPA (Metropolitan Area Planning Agency) on Fort Crook Road.

Huntington stated the changes to the structure would allow it to be a hotel again if Broadstep decided

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to move to another location. He stated the changes to the structure would only increase the value of the property.

Aerni stated Broadstep's previous application for rezoning at 601 Chateau Drive, which was denied, was a better location for this type of facility in his opinion. Huntington stated the previous investor had backed out and that location is still vacant. He said Broadstep is experienced with facilities in neighborhoods and has had no complaints of any kind. Huntington stated Broadstep has forty-two years of experience and the facility would be highly regulated with a professional staff.

Hankins stated he is in favor of the rezoning. He stated in his opinion this site is reaching the end of its economic life and this type of service is needed in Bellevue.

Ritz stated he did not see much difference between the type of use requested and what the site is being used for at this time. He stated he supports the rezoning.

Ackley asked if a mixed use zone would be better suited to this site. Palm stated at this point staff's preference would be to keep the zoning commercial.

MOTION was made by Jacobson, seconded by Aerni to recommend DENIAL of a request to rezone Tax Lot 6A6, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG to RG-20 for the purpose of an adolescent care facility. Applicant: i3, LLC. General location: 105 Fort Crook Road South. Case #: Z-2111-23. DENIAL based upon the Future Land Use Map and Comprehensive Plan, as well as the perceived negative impact on the surrounding area. Upon roll call, Aerni, Cutsforth, Ackley and Jacobson, voted yes. Hankins and Ritz voted no. MOTION carried.

This item will proceed to City Council for PUBLIC HEARING ON February 1, 2022.

PUBLIC HEARING was held on a request to rezone Lot 3, LGB Properties Replat One, from RE to RS-120 for the purpose of existing residential development. Applicant: AMZ Investments, LLC. General Location: 13510 South 36th Street. Case#: Z-2111-24.

Cutsforth asked staff for updates. Palm stated the request is for rezoning of a residential lot from RE (Residential Estates) to RS-120 (Single-Family Residential). She stated the applicant is also requesting a Conditional Use Permit. Palm stated the rezoning request is consistent with the adjacent neighborhoods and the lot meets all of the requirements for the RS-120 zoning.

Alicia Zuger, 1230 South 110th Street, Omaha, NE, and Erin Render, 18517 Hampton Drive, Omaha, NE, were present on behalf of the applicant. Zuger stated the reason for the rezoning is to convert the residence into a care facility for Alzheimer's and dementia patients. She stated the facility would house 10 to 12 residents 24 hours a day.

Matt Holst, 13609 Fornoff Avenue, Bellevue, NE, stated his concern was the NRD (Natural Resources District) infrastructure on the rear of the property and whether any additional structures would be built on the property. He stated he had no opposition to the use of the property or the proposed addition to the existing house.

Palm stated on the rear half of the property there is a NRD easement and no structures would be allowed to be built on that easement. She stated if the CUP (Conditional Use Permit) were approved by the City Council, a very specific conditional use permit agreement with an attached site plan would also be approved. She said the current request is all that would be allowed at this time. Palm stated any change in the current CUP for future additions or structures would require the applicant to submit another request and go through the public hearing process with the Planning Commission and City Council. Palm stated with that process neighbors within 300 feet of the property would be notified.

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

Aerni asked staff how many houses could be built on the property with the RS-120 zoning. Palm stated three to four houses per acre.

MOTION was made by Ackley, seconded by Hankins to recommend APPROVAL of a request to rezone Lot 3, LGB Properties Replat One, from RE to RS-120 for the purpose of existing residential development. Applicant: AMZ Investments, LLC. General Location: 13510 South 36th Street. Case#:

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Bellevue Planning Commission Meeting, December 16, 2021, Page 4

Z-2111-24. APPROVAL based upon conformance with the Zoning Ordinance, as well as the lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON February 1, 2022

PUBLIC HEARING was held on a request for a conditional use permit for Lot 3, LGB Properties Replat One, for the purpose of an Alzheimer's/dementia care home. Applicant: AMZ Investments, LLC. General Location: 13510 S 36th Street. Case #: CUP-2111-03.

Erin Render, 18517 Hampton Drive, Omaha, NE, stated at this time there are no plans to add additional structures to the property. She said the concept of the property is to provide a residential look and feel. Render stated this property would allow staff to provide adequate health care and sufficient staffing as a patient's disease progresses. She stated the facility would be secure and staffing changes would occur at 7 p.m. and 7 a.m.

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

Discussion ensued regarding potential traffic impact to the area.

MOTION was made by Ackley, seconded by Jacobson to recommend APPROVAL of a request for a conditional use permit for Lot 3, LGB Properties Replat One, for the purpose of an Alzheimer's/dementia care home. Applicant: AMZ Investments, LLC. General Location: 13510 S 36th Street. Case #: CUP-2111-03. APPROVAL based upon conformance with Section 6.06, Zoning Ordinance, as well as the lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON February 1, 2021.

PUBLIC HEARING was held on a request to rezone Lots 1 and 2, Heer and Theer Addition, being a replat of Tax Lot 6B, and that Part of Tax Lot 6A2, being the north 50' of the west 175' of the east 260' and the south 22' of the east 85' of the east 260' of Tax Lot 6A, together with the south 15' of the west 110' of Lot 1, and the south 15' of the east 65' of Lot 34, Svoboda's Addition to the City of Bellevue, all located in the Southwest ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RG-8-M, RS-72, and BGM to BGM, for the purpose of residential and commercial development; and small subdivision plat Lots 1 and 2, Heer and Theer Addition. Applicant: 1st City Development, LLC. General Location: 2304 Lincoln Road. Case #'s: Z-2111-22 and S-2111-27.

Cutsforth asked staff for updates. Palm said this request is for a rezoning and small subdivision plat. She said the property is south of the Lincoln Road and Mission Avenue intersection. Palm stated there are existing structures on the property and it is currently zoned RG-8-M (General Residential – 800 Square Foot Zone – Modified Residential District). Palm stated the property was previously a mobile home park. She stated the property would have two lots; one being vacant and the other would have existing structures, which is a mix of residential and commercial uses. Palm stated the BGM (Metropolitan General Business District) zoning would facilitate the existing development and any future development on the southern lot. She stated the Future Land Use Map shows this area as multi-family use but a better fit would be a commercial zone to coincide with the surrounding uses.

John Jungers, 112 Combs Road, Bellevue, NE, was present on behalf of the applicant. Jungers stated 1st City Development has a purchase agreement in place contingent on the rezoning and small subdivision plat approval. He stated the intention for this property is commercial development.

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

MOTION was made by Aerni, seconded by Ackley to recommend APPROVAL of a request to rezone Lots 1 and 2, Heer and Theer Addition, being a replat of Tax Lot 6B, and that Part of Tax Lot 6A2, being the north 50' of the west 175' of the east 260' and the south 22' of the east 85' of the east 260' of Tax Lot 6A, together with the south 15' of the west 110' of Lot 1, and the south 15' of the east 65' of Lot 34, Svoboda's Addition to the City of Bellevue, all located in the Southwest ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RG-8-M, RS-72, and BGM to BGM, for the purpose of residential and commercial development; and small subdivision plat Lots 1 and 2, Heer and Theer Addition, with an amendment to the Future Land Use Map to show this property as commercial.

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Applicant: 1st City Development, LLC. General Location: 2304 Lincoln Road. Case #'s: Z-2111-22 and S-2111-27. APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, as well as the lack of perceived negative impact upon the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON February 1, 2021.

Meeting adjourned at 7:05 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

*5b.2
01/18/2022

Bellevue City Council Meeting, December 21, 2021, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 21st of December 2021, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch.

Notice of this meeting was given in advance thereof by publication in the Gretna/Sarpy Guide and News and posted in two public places, the designated method for giving notice and was also given to the Mayor and all members of the City Council. A copy of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice are hereby attached to these minutes. All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led the Pledge of Allegiance. Pastor Andrew Diorio, Midlands Baptist Church, 2407 Chandler Road East, 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 Cook, seconded by Burns, to approve the agenda.

Motion was made by Cook, seconded by Burns, to amend the agenda by moving Item 15i to directly before 12a on the agenda and to remove Item 14b as it has been withdrawn by applicant. Roll call vote to approve the amendment was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Stinson, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of the December 7, 2021 City Council Minutes; Approval of Claims; Approve and authorize Mayor to sign Resolution No. 2021-46: Declaration as to use for Outlot B, Heartland Hills Subdivision for storm sewer; Approve and authorize Mayor to sign Resolution No. 2021-47: Declaration as to use for Outlot B, Falcon Forest Subdivision for storm sewer and drainage outlet structure; Approve and authorize Mayor to sign Resolution No. 2021-48: Declaration as to use for Outlot A, Falcon Forest Subdivision for a drainage structure; Approve and authorize Mayor to sign Resolution No. 2021-49: Declaration as to use for Lot 123, Leawood Oaks Subdivision for a retaining wall; Approve and authorize Mayor to sign Resolution No. 2021-50: Declaration as to use for Lot 4, Daniell's Farm Addition Subdivision for a driveway access; Approve and sign Resolution No. 2021-51: Declaration as to use for Lot 4-5, Daniell's Farm Addition Subdivision for a sanitary sewer; Approve and authorize Mayor to sign Resolution No. 2021-52: Declaration as to use for Lot 5, Daniell's Farm Addition Subdivision for a municipal street; Request to approve a 30-day extension for the Redwood 25 final plat, as per Section 4-11, Subdivision Regulation; and Approve Memorandum of Understanding (MOU) with Omaha Police Department.

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

SPECIAL PRESENTATIONS:

Life Saving Recognition to Tom Deall (Mayor Hike/Chief Clary)

Mayor Hike and Chief Clary presented Mr. Tom Deall, who owns and operates Chick-Fil-A in Bellevue, the "City of Bellevue Life Saving Award". This award is given to an individual or individuals who show exceptional courage or performance in a successful effort to save someone's life. Mr. Deall noticed a young girl who had swallowed a pop bottle cap blocking her airway. The girl was not breathing so Mr. Deall acted quickly by doing the Heimlich Maneuver, partially causing the pop cap to move allowing for partial air flow. He helped keep the victim stabilized until Bellevue Fire & Rescue arrived on scene. Mr. Deall's actions likely saved the life of this young girl.

Presentation of "Environment Champion Award" to public works staff for their contributions to sustainability in the community. (Michell Foss, Green Bellevue President)

Ms. Michell Foss, Green Bellevue President, presented public works staff the "Environment Champion Award" for their contributions to sustainability in the community. The street department was recognized for their annual cleanup events, diverting tons of waste into recycling of scrap metal, electronics, tire, construction materials and collecting food for the food bank. Also recognized was the parks department for their work planting trees and pollinator gardens and the wastewater department for leadership in solid waste

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recycling which has more than doubled with the current trash disposal contract. Mr. Doug Clark, Public Works Director, accepted the award on behalf of his staff, recognizing the staff and the good work they do.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE RECEIVED

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION (Third Reading):

Ordinance No. 4063: Request to rezone Lots 1 and 2, Marchio's Subdivision Replat 1, being a replat of Lot 1, Marchio's Subdivision, from RE to RS-120 for the purpose of single-family residential development. Applicant: Sebastian Enzolera. General Location: 421 Bellevue Blvd. N. (Planning Manager)

Ordinance No. 4063: 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 421 Bellevue Boulevard North, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4063. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Request to small subdivision plat Lots 1 and 2, Marchio's Subdivision Replat 1.

Motion was made by Welch, seconded by Stinson, to approve request to small subdivision plat Lots 1 and 2, Marchio's Subdivision Replat 1. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Ordinance No. 4064: Request to rezone North 1/2 of the East 35.2' of Lot 2, and the North 1/2 of Lot 3, Tiller's Hillcrest Addition, from RS-84 to RD-60 for the purpose of duplex residential. Application: B J Justice. General Location: 210 Galvin Road North. (Planning Manager)

Ordinance No. 4064: 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 210 Galvin Road North, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion was made by Welch, seconded by McCaw, to approve Ordinance No. 4064. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Ordinance No. 4065: Request to rezone Lot 1, Fort Crook Addition, from BG to ML for the purpose of outdoor storage. Applicant: Aksarben Fence and Gate, Inc. General Location: 12809 South 9th Street. (Planning Manager)

Ordinance No. 4065: 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 12809 South 9th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the third and final time.

Motion was made by Stinson, seconded by Cook, to approve Ordinance No. 4065.

Councilman Cook and Councilman Preister stated why they would not be supporting this ordinance since this project does not fit into the city's plan for that area.

Roll call vote on motion to approve was as follows: no one voted yes; voting no: Stinson, Cook, McCaw, Preister, Burns, and Welch; Absent: none. Motion failed.

Ordinance No. 4066: An Ordinance to redefine ward boundaries due to the 2020 Census. (Administration)

Ordinance No. 4066: An ordinance to amend Section 9-3 of the Bellevue Municipal Code to provide for revised City Council ward boundaries; to repeal section 9-3 of the Bellevue Municipal Code as heretofore existing; and to provide for the effective date of this ordinance was read for the third and final time.

Motion was made by Preister, seconded by Welch, to approve Ordinance No. 4066. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, December 21, 2021, Page 3

Resolution No. 2021-53: Request to approve the Jefferson Place Redevelopment Plan for Lots 1 through 6, and Part of Lots 7 through 11A, lying south and west of Harvell Drive, Block 170, Bellevue, together with adjacent vacated streets, avenues, and alleys. Applicant: Mercury Property Management, Inc. General Location: 16th Avenue and Jefferson Street. (Planning Manager)

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

Mr. Andrew Willis, 233 S. 13th Street; Suite 1900, Lincoln, Attorney on behalf of applicant, reiterated where they were in the process of the project and what applicant is planning on doing for development. He stated all the development fits within the City's Comprehensive Plan. Discussion ensued on the street and parking.

Mr. Fortino Ramirez, 2717 S. 13th Street Omaha, Civil Engineer on the project, was also present to answer questions pertaining to specifics on the layout of the project. Councilman Stinson question whether there would be a place for emergency vehicles to turn around or if they would have to back out to the intersecting street. Mr. Ramirez stated they follow the Fire Codes, and the plan meets what is required. Ms. Tammi Palm, Planning Manager, stated the application was reviewed by our Fire Department, so they have reviewed the site plan and the plat. Further discussion ensued.

For the record, Ms. Bree Robbins, City Attorney, stated an email and 13-page document was received from Mr. Steve Compton. It was not requested by him to be read out loud, but she wanted it noted all city council members have received that document. It will be part of the record that is kept with the City Clerk, as are any items sent into City Council members. There were three (3) separate emails received from the Gilmore's, Carol Diesing, and Jessica Conkey and have all been sent to City Council Members. These were specifically requested to be read out loud. If there is a majority vote to read these out loud, then we will do so.

Motion was made by Burns, seconded by Stinson, to have the three (3) emails from the Gilmore's, Carol Diesing, and Jessica Conkey read out loud and to be considered for both Items 15i and 12a.

Councilman Preister stated letters are rarely read out loud in meetings, so it is kind of a precedence. They are in the packets, Council is expected to read them, so they are prepared. He stated we are getting the information; they are part of the record and anyone at home can see them and read them online. From that perspective, he doesn't see what would be accomplished. Ms. Robbins added that Council Members have them and are taken into consideration the same as if they were here publicly speaking or read out loud. Discussion ensued.

Roll call vote on motion was as follows: Stinson and Burns voted yes; voting no: Cook, McCaw, Preister, and Welch; Absent: none. Motion failed.

Mr. Steve Compton, 802 Kohl Road, Bellevue, was present to comment on this development. He stated he is not in favor of or against the development and his reason for preparing this document was so he could point out some issues he feels maybe aren't being fully considered by Council or identified by developer. Mr. Compton just wanted to give information for the Council to consider; and possibly to prevent any legal issues.

Connie and Bill Golden, 1712 Franklin Street, Bellevue, spoke in opposition to this development and asked the Council to consider the people who will be affected by the development. She stated the Council has a petition in front of them and there is no one in the area in favor of it.

Mr. Tony Boyd, 1701 Jefferson Street, Bellevue, spoke in opposition to the development for all the reasons that have been stated in past hearings and feels everything they are saying doesn't matter. Councilwoman Welch asked Mr. Boyd what he would like to see developed there. He stated he wouldn't have an issue with 1-3 single-family homes. Further discussion ensued.

Mr. Matt Griffith, 1701 Franklin Street, Bellevue, spoke in opposition to this plan for many reasons. He questioned the wisdom of this project at this location with such high costs to the city and stated that this project just doesn't seem prudent.

Councilwoman Welch asked for information and background from the developer. Mr. Jeff Gehring, Mercury Property Management, stated they have been in business for 30 years and gave a little history during that time. He stated they are going to presell the units and will be done in phases. Discussion ensued.

With no one in the audience coming forth to speak in support of or in opposition to the report. Mayor Hike declared the public hearing closed.

Motion was made by Cook, seconded by Welch to table the vote for Resolution #2021-53 until January 18, 2022, that way both votes for the Redevelopment Plan and the request for rezoning would be on the same day. Roll call vote on motion to table voting on Resolution #2021-53 was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, December 21, 2021, Page 4

ORDINANCES FOR PUBLIC HEARING (Second Reading):

Ordinance No. 4068: An ordinance to request to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replant of Lots 1 through 6 and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, from RD-60-OTO to RG-28-PS, with site plan approval, for the purpose of multi-family residential development. Applicant: Mercury Property Management, Inc. General Location: 16th Avenue and Jefferson Street. (Planning Manager)

Ordinance No. 4068: 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 16th Avenue and Jefferson Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time.

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

Mr. Andrew Willis, 233 S. 13th Street; Suite 1900, Lincoln, Attorney on behalf of applicant stated this change of zoning is not to increase density but to allow the best and creative use of this property due to topography.

Mr. Steve Compton, 802 Kohl Road, Bellevue, had a question on the basements and soil issues. Mr. Ramirez, Civil Engineer, addressed the question on concerns of any possible soil issues. Ms. Robbins stated all emails we received are on Sparq, our public website, including Mr. Compton 13-page document, so if developer wants to look at that entire report it is out there for review. Ms. Palm stated as part of the overall site plan approval process the developer is required to provide preliminary grading and drainage, which has been reviewed by the City Engineer and approved. She stated it will be looked at in greater detail with the permit process. Further discussion ensued.

With no one in the audience coming forth to speak in support of or in opposition to the report. Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on January 18, 2022.

Mayor Hike read into record the request to small subdivision plat Lots 1 through 10, and Outlot A, Jefferson Place Addition, which no action is required at this time.

Ordinance No. 4069: An ordinance amending and adding a section to Article VII, Chapter 12, Bellevue Municipal Code, regarding outdoor fireplace permitting requirements. (Councilwoman Welch)

Ordinance No. 4069: An ordinance to amend Article VII, Chapter 12, of the Bellevue Municipal Code by amending section 12-1272 and adding new Section 12-176 regarding outdoor fireplace permitting requirements and to provide an effective date was read for the first time.

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

With no one in the audience coming forth to speak in support of or in opposition to the report. Mayor Hike declared the public hearing closed.

Councilman Burns left the chambers at 7:43 p.m.

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on January 18, 2022.

Ordinance No. 4070: An ordinance to approve the sale and conveyance of approximately 24.85 acres of property to Redwood USA LLC. (Legal)

Ordinance No. 4070: An ordinance to approve the sale and conveyance of approximately 24.85 acres of city property to Redwood USA, LLC, an Ohio Limited Liability Company was read for the second time.

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

With no one in the audience coming forth to speak in support of or in opposition to the report. Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading of the ordinance will be heard at the Council meeting on January 18, 2022.

MINUTE RECORD

Bellevue City Council Meeting, December 21, 2021, Page 5

ORDINANCES FOR INTRODUCTION: (First Reading)

Ordinance No. 4067: An ordinance to amend the Municipal Code regarding disturbing the peace. (Chief Clary)

Ordinance No. 4067: An ordinance to amend Section 20-9 of the Bellevue Municipal Code pertaining to disturbing the peace, to repeal all previous version of the same; and to provide an effective date of this ordinance.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on January 18, 2022.

Ordinance No. 4071: An ordinance to amend agenda Section 2-29 of City Code to allow for amending of the agenda as allowed by Nebraska Law outlined in Nebraska Revised Statute 84-1411. (Legal)

Ordinance No. 4071: An ordinance to amend Section 2-29 of the Bellevue Municipal Code pertaining to agenda; submission of materials; formulation; public availability, etc., to repeal all previous versions of the same; and to provide an effective date of this ordinance.

Councilman Burns returned to chambers at 7:46 p.m.

Mayor Hike stated the second reading and public hearing of the ordinance will be heard at the Council meeting on January 18, 2022.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Approve request of application for a privately-operated farmers market at Washington Park to be held on Saturday mornings. (City Clerk)

Mr. Robbins noted an email was received from Senator Carol Blood that was forwarded to all City Council Members to consider and will be made part of the public record.

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

With no one in the audience coming forth to speak in support of or in opposition to the report. Mayor Hike declared the public hearing closed.

Motion was made by Preister, seconded by Burns to approve the request of application for a privately-operated farmers market at Washington Park held on Saturday mornings. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

RESOLUTIONS:

Resolution No. 2021-45: Authorizing the City of Bellevue's participation in the national opioid settlements with Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively "J&J") and Amerisourcebergen, Cardinal Health, and Mckensson ("Distributors") and authorize the Mayor to sign

Motion was made by Welch, seconded by Cook, to approve Resolution No. 2021-45: Authorizing the City of Bellevue's participation in the national opioid settlements with Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively "J&J") and Amerisourcebergen, Cardinal Health, and Mckensson ("Distributors") and authorize the Mayor to sign. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Resolution No. 2021-54: A resolution to amend the Master Fee Schedule regarding certain fees for public record requests. (Legal)

Motion was made by Cook, seconded by Welch, Resolution No. 2021-54: A resolution to amend the Master Fee Schedule regarding certain fees for public record requests. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

CURRENT BUSINESS:

Approve and authorize the Mayor to sign the 2021 CDBG Subrecipient Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the Bellevue Food Pantry Relocation Assistance, in an amount not to exceed \$240,080. (Finance/CDBG)

Motion was made by Stinson, seconded by Welch, to approve and authorize the Mayor to sign the 2021 CDBG Subrecipient Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the Bellevue Food Pantry Relocation Assistance, in an amount not to exceed \$240,080. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, December 21, 2021, Page 6

Approve and authorize the Mayor to sign the 2021 CDBG Subrecipient Agreement with Habitat for Humanity Sarpy County for the Single-Family Housing Rehabilitation Assistance project, in an amount not to exceed \$45,000. (Finance/CDBG)

Motion was made by Burns, seconded by McCaw, to approve and authorize the Mayor to sign the 2021 CDBG Subrecipient Agreement with Habitat for Humanity Sarpy County for the Single-Family Housing Rehabilitation Assistance project, in an amount not to exceed \$45,000. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Approve and authorize the Mayor to sign the 2021 CDBG Subrecipient Agreement with First Baptist Church of Bellevue for Community Center upgrade project, in an amount not to exceed \$16,400. (Finance/CDBG)

Motion was made by Stinson, seconded by Burns, to approve and authorize the Mayor to sign the 2021 CDBG Subrecipients Agreement with First Baptist Church of Bellevue for Community Center upgrade project, in an amount not to exceed \$16,400. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Recommendation to approve purchase of a new vehicle for the Code Enforcement Fleet in an amount not to exceed \$28,696. (Community Development Director)

Motion was made by Stinson, seconded by Preister, to approve purchase of a new vehicle for the Code Enforcement Fleet in an amount not to exceed \$28,696. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current reports. (Monthly Reports are given at the first Council Meeting of each month – December report will be attached to the January 18th packet)

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Preister, seconded by Welch, the meeting was adjourned at 8:08 p.m. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on December 21, 2021; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

Minutes for December 14 Bellevue Tree Board

Attendance: Don P, Nancy S, Jo L, Tom M, Doug C

Minutes for November meeting were approved

Since **Doug** had another meeting to attend he presented first. He suggested that the board look into planting the extra trees from the Tree Give Away at McCann Park along the street. Discussed plans for American Hero Park – working on a comprehensive plan so not sure where any more trees will be planted. Thought it was a good idea to see about getting signage for some of the marshy area/native plant area. Each year either the Game and Parks or Statewide Arboretum has a grant that could possibly be applied for.

Since ash trees were removed at Willow Springs Park decided that would be a good location to apply for the NRD grant. Joanne said that she would work on the grant application.

Jim's Report: Jim was not in attendance but emailed that 43 stumps had been removed in the parks.

Projects: Invasive tree flyer was looked at and decided that phone numbers and/or websites should be added for Statewide Arboretum, State Forestry and Extension Office. Joanne will make the changes on the flyer.

Logo – a few finishing touches on it and it will be completed.

Business Cards – all information is in just waiting on Logo

Still looking for someone to replace Holly on the tree board.

Discussed carving at Washington Park. The Fire Fighter is completed and nothing else will be done until spring or when the weather turns nice again.

Tree City USA – all information has been received so Joanne will work on filling out the application and send it in before December 31, 2021.

Next meeting January 11, 2022

Respectfully submitted,

Joanne Langabee, President Bellevue Tree Board in the absence of the Secretary

Agenda for January 11,2022 meeting:

Attendance

Minutes

Jim Shada – Park Report

Doug Clark – City Report

Report on projects: logo, flyer and business cards

New Tree Board Member

Tree City USA application

New Business

MINUTE RECORD

*6a
01/18/2022

CLAIMS FOR JANUARY 4, 2022

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CITY ADMINISTRATOR

AMAZON.COM, LLC	OFFICE SUPPLIES	26.44
BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	161.33
METROPOLITAN UTILITIES DIST	2021/11/04-2021/12/07 MONTHLY SERVICE	29.48
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	90.72
		<u>307.97</u>
		\$ 307.97

CITY COUNCIL

RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	111.28
		<u>111.28</u>
		\$ 111.28

LEGAL

RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	60.48
		<u>60.48</u>
		\$ 60.48

CABLE ADVISORY

BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	137.13
METROPOLITAN UTILITIES DIST	2021/11/04-2021/12/07 MONTHLY SERVICE	22.11
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	60.48
		<u>219.72</u>
		\$ 219.72

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	121.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	78.44
GRETNA GUIDE & NEWS	LEGAL AD	379.98
METROPOLITAN UTILITIES DIST	2021/11/04-2021/12/07 MONTHLY SERVICE	38.33
PETTY CASH - FINANCE	POSTER FRAME-KLUTHE	29.01
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	60.48
SOUTHEAST AREA CLERK'S ASSOC	DUES-KLUTHE, HARBIN	20.00
		<u>727.24</u>
		\$ 727.24

FINANCE/RISK MANAGEMENT

ABILA	ADD'L REQUISITION USERS LICENSES	882.39
AMAZON.COM, LLC	OFFICE SUPPLIES	536.24
BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	209.72
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	11.64
HANEY SHOE STORE	SAFETY SHOES-2 EMP	331.98
INDOFF	OFFICE SUPPLIES	100.96
METROPOLITAN UTILITIES DIST	2021/11/04-2021/12/07 MONTHLY SERVICE	32.43
QUADIENT FINANCE USA, INC	POSTAGE REFILL	1,500.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	211.68
		<u>3,817.04</u>
		\$ 3,817.04

LIBRARY

AMAZON.COM, LLC	BOOKS, VIDEOS, PROGRAM SUPPLIES	1,486.19
BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	404.86
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	87.48
INDOFF	OFFICE SUPPLIES	501.90
INGRAM LIBRARY SERVICES	BOOKS	950.95
METROPOLITAN UTILITIES DIST	2021/11/06-2021/12/06 MONTHLY SERVICE	121.06
QUADIENT FINANCE USA, INC	POSTAGE REFILL	600.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	241.92
SHOWCASES	CARRYING CASES	130.77
		<u>4,525.13</u>
		\$ 4,525.13

MINUTE RECORD

CLAIMS FOR JANUARY 4, 2022

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ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	177.46
METROPOLITAN UTILITIES DIST	2021/11/04-2021/12/07 MONTHLY SERVICE	25.06
PETTY CASH - FINANCE	CIVIL SERVICE POSTAGE-DECKER	14.93
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	241.92
UKG INC	SUBSCRIPTION FEES SEP/OCT 21, JAN/MAR 22	29,585.91
		<u>\$ 30,045.28</u>

CODE ENFORCEMENT

AMAZON.COM, LLC	WALL CLOCK, OFFICE SUPPLIES	109.50
BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	93.47
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	64.44
METROPOLITAN UTILITIES DIST	2021/11/05-2021/12/07 MONTHLY SERVICE	5.54
OMAHA PUBLIC POWER DISTRICT	2021/11/10-2021/12/10 MONTHLY SERVICE	106.56
PAPILLION SANITATION	CODE DUMPSTER-NOV 2021	300.24
PETTY CASH - FINANCE	VEHICLE REGISTRATIONS-KLUTHE	15.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	211.68
TRIGG WOLD	REIMB FOR CDL LICENSE	63.50
		<u>\$ 969.93</u>

PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	157.76
GISEGE, INC	ARCGID PRO TRAINING CLASS-DUNN	700.00
GRETNA GUIDE & NEWS	LEGAL AD	16.83
METROPOLITAN UTILITIES DIST	2021/11/05-2021/12/07 MONTHLY SERVICE	9.31
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL FOR CITY TANKS	5,666.49
OMAHA PUBLIC POWER DISTRICT	2021/11/10-2021/12/10 MONTHLY SERVICE	178.19
REFLECTIVE APPAREL FACTORY, INC	UNIFORMS	3,799.74
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	120.96
		<u>\$ 10,649.28</u>

PARKS

AMAZON.COM, LLC	DOG WASTE ROLL BAGS	153.44
A-RELIEF SERVICES	PORTABLE RESTROOMS-SWANSON	171.00
BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	544.21
CROW LAWN CARE LLC	CODE MOWING AND CLEAN UP	1,850.00
DAY ELECTRIC SERVICE, INC	REMOVE FOUNTAINS IN LAKE-AHP	470.00
J & J SMALL ENGINE SERVICE	CHAINSAW	304.00
MENARDS	GLUE, ROD, RATCHET TIE DOWN, SHOVELS, SCOOPS	194.06
METROPOLITAN UTILITIES DIST	2021/10/07-2021/11/04 MONTHLY SERVICE	987.92
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	332.64
WESTLAKE ACE HARDWARE	GLUE, SCREWDRIVER, SUPPLIES	46.42
		<u>\$ 5,053.69</u>

RECREATION

AMAZON.COM, LLC	OFFICE SUPPLIES	18.27
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	23.87
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	60.48
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING-SEP 2021	131.56
		<u>\$ 234.18</u>

MINUTE RECORD

CLAIMS FOR JANUARY 4, 2022

PAGE 3

BUILDING MAINTENANCE

AMAZON.COM, LLC	TOWELS, WALL LIGHT	123.97
BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	1,758.37
FASTENAL COMPANY	SUPPLIES	4.06
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	392.76
FIRE PROTECTION SERVICES, LLC	REPLACE PANEL	360.00
GRAINGER	CLEANOUT PLUG	20.12
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY HALL	167.89
MENARDS	PAINT, FILTERS, ELECTRICAL SUPPLIES, KEY RING, OUTDOOR LIGHT	248.73
METROPOLITAN UTILITIES DIST	2021/11/04-2021/12/06 MONTHLY SERVICE	313.66
OMAHA PNEUMATIC EQUIPMENT CO	AIR COMPRESSOR REPAIR-DIST 1	533.27
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	241.92
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	321.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,497.52
THYSSENKRUPP ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	480.05
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING-NOV 2021	626.55
VOSS LIGHTING	JANITORIAL SUPPLIES	714.00
WESTLAKE ACE HARDWARE	FILTER, BOLT SNAP	10.38
		\$ 7,814.25

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	30.76
METROPOLITAN UTILITIES DIST	2021/11/05-2021/12/06 MONTHLY SERVICE	89.86
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOORS	300.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	60.48
		\$ 481.10

STREETS

ALFRED BENESCH & COMPANY	2021 RESURFACING PE/NEPA 2021/10/25-2021/11/21	5,610.24
ALFRED BENESCH & COMPANY	2021 CONCRETE PROJECTS-2021/10/25-2021/11/21	11,666.26
BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	1,064.41
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	24.07
DAY ELECTRIC SERVICE, INC	TRAFFIC LIGHT-42ND & 370	1,197.40
DIY HOLDING COMPANY, LLC	BPW-210105 DO 2021/12/04	44,584.62
FELSBURG HOLT & ULLEVIG, INC	36TH ST DESIGN-NOV 2021	14,945.60
GRAINGER	LOCKING CONNECTORS	173.22
JACOBS ENGINEERING GROUP, INC	BPW-210106 STORM DRAINAGE TO DEC 7, 2021	21,887.30
LAKEVIEW CONSTRUCTION	2021 CONCRETE PROJECTS TO DEC 10, 2021	77,736.22
LOGAN CONTRACTORS SUPPLY	POLY WHEELBARROW	594.00
METROPOLITAN UTILITIES DIST	2021/11/04-2021/12/03 MONTHLY SERVICE	670.82
MIDWEST RIGHT OF WAY SERVICES, INC	ACQUISITION SERVICES-36TH ST	1,225.00
MIDWEST SALES & SERVICE CO	SIGN POSTS	15,048.00
OMAHA PUBLIC POWER DISTRICT	2021/10/28-2021/11/29 MONTHLY SERVICE	72,200.10
OMAHA PUBLIC POWER DISTRICT	2021/10/18-2021/11/18 MONTHLY SERVICE	1,515.84
READY MIXED CONCRETE COMPANY	CONCRETE	4,690.11
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	937.44
THIELE GEOTECH	MATERIAL TESTING-CORNHUSKER BRIDGE	302.00
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING-NOV 2021	946.23
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING-SEP 2021	2,336.91
WESTLAKE ACE HARDWARE	GAS CAN, FUSE CART, FASTENERS	67.02
		\$ 279,422.81

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FLEET MAINTENANCE

911 CUSTOM, LLC	BLUE VERTEX LED LIGHT	80.21
A + UNITED RADIATOR REPAIR	CLEAN AND TEST CHARGE AIR COOLER	225.00
ALL-BRITE GLASS & SCREEN CO	WINDOWS	350.00
ALLIED OIL & SUPPLY COMPANY	DEF FLUID	442.00
AMAZON.COM, LLC	HAMMER DRILL, BRAKE ROTOR, SNOW PLOW PARTS, COUPLINGS	718.94
ARROW TOWING	TOW FOR ST 252	225.00
AUTO VALUE PARTS - SOUTH OMAHA	SEPARATOR FILTER, RETAINER, CLAMPS	139.67
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, THREADLOCKER, GEAR OIL, BUCKET GASKET MAKER	1,318.66
BAUER BUILT	TIRES	214.26
BAXTER CHRYSLER DODGE JEEP	STRUT TENSION	135.75
BAXTER FORD	ROTOR ASSY, BRAKE KIT, BRAKE PADS, VALVE, SEALS	1,922.42
BEARDMORE CHEVROLET	HANDLE	16.97
BELLEVUE TIRE & AUTO SERVICE	TIRES	973.14
BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	726.76
CORNHUSKER INTERNATIONAL TRUCKS	CAP WINDSHIELD, GASKETS, SENSORS, HOSES	445.94
DULTMEIER SALES LLC	BALL VALVE, POLY ELBOW, MOTOR SUB	375.15
FARM PLAN	HP ULTRA SYSTEM	120.00
GALVIN GLASS	REPAIR WINSHIELD ROCK CHIP	49.80
INLAND TRUCK PARTS CO	PARTS	38.66
INTERSTATE BATTERIES	BATTERIES	1,184.71
J & J SMALL ENGINE SERVICE	PARTS	13.90
JIM HAWK TRUCK TRAILERS	CARTRIDGES	25.92
KRIHA FLUID POWER CO	HOSE ASSY, DRAIN VALVE, PLUG KIT	221.98
MATHESON TRI-GAS INC	GLOVES	43.53
MENARDS	TANK SPRAYER, PLUGS, ANCHORS	89.74
MENARDS - RALSTON	LATHE, DRILL, LUBRICANT	63.92
METROPOLITAN UTILITIES DIST	2021/11/05-2021/12/03 MONTHLY SERVICE	116.38
NAPA AUTO PARTS	FITTINGS, FILTERS, BATTERY CABLES, TERM BLOCK, BRAKLEEN, REMAN STARTER, GLOVES	1,527.75
NEBRASKA IOWA INDUSTRIAL FASTENERS	COTTER PINS, BUTTON CONNECTORS, COUPLERS, DRILL BITS	678.22
P&M HARDWARE	PARTS, CARBURATOR	229.44
POWERPLAN	GASKETS, CLAMPS, AIR MANIFOLD, V-BELT TENSIONER	1,154.22
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	453.60
SUPERIOR SIGNALS	AMBER LENS, STROBES	362.00
THERMO KING CHRISTENSEN	STARTER	369.67
TOYNE, INC	AMBER MODULE	225.94
TRAUSCH DYNAMICS	LIMIT SWITCHES	308.64
TRUCK CENTER COMPANIES	FUEL PUMP, CHECK VALVE, SEAL RINGS, BATTERY JUMPERS	2,721.23
TY'S OUTDOOR POWER & SERVICE	BEARING, HEADLIGHT W/ TURN, OIL	462.80
UPS STORE	FREIGHT TO SEND GPS FOR UPGRADE	201.81
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	102.16
WATCHGUARD VIDEO	VISTA WIFI CHARGING RADIO BASE STATION	180.00
WESTLAKE ACE HARDWARE	BULK FASTENERS, WASHERS, GLUE	33.98
		\$ 19,289.87

SOLID WASTE

YVONNE YOUNG	REFUND FOR OVERPAYMENT	490.33
		\$ 490.33

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PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	141.98
METROPOLITAN UTILITIES DIST	2021/11/05-2021/12/07 MONTHLY SERVICE	8.42
OMAHA PUBLIC POWER DISTRICT	2021/11/10-2021/12/10 MONTHLY SERVICE	161.18
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	90.72
		<u>\$ 402.30</u>

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	189.31
CAPITAL BUSINESS SYSTEMS	NEW CANON COPIER, COPIER EXPENSE	5,196.56
METROPOLITAN UTILITIES DIST	2021/11/05-2021/12/07 MONTHLY SERVICE	11.25
OMAHA PUBLIC POWER DISTRICT	2021/11/10-2021/12/10 MONTHLY SERVICE	214.90
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	241.92
		<u>\$ 5,853.94</u>

POLICE

ACTION SIGNS	GRAPHICS-UNIT 610 AND 802	127.50
AMAZON.COM, LLC	PROPELLER GUARD FOR DRONE, OFFICE SUPPLIES, COAT, LAPTOP BRIEFCASES, K9 SUPPLIES	3,239.20
APD LOCKSMITH	SEARCH WARRANT HOME LOCKOUT	95.00
A-RELIEF SERVICES	PORTABLE RESTOOMS-GUN RANGE	126.00
AUTO BODY AUTHORITY	STORAGE AND TOW FEES FOR TRAILER	5,000.00
AUTO BODY AUTHORITY	REPAIR DAMAGE TO UNIT 116	1,807.38
BENEFIT PLANS	POLICE PENSION PLAN-DEC 2021-MD, JG, MG	8,817.56
BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	3,361.42
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	189.25
COMPCHOICE OCCUPATIONAL HEALTH	MEDICAL TESTING FOR OFFICER	64.00
DON'S PIONEER UNIFORMS	UNIFORM-SPARR	294.95
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	150.00
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-DEC 2021	556.70
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	23.59
FIRST SPEAR, LLC	PROTECTIVE BODY ARMOR-SWAT	2,143.26
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	RENEW MEMBERSHIP-CLARY, DARGY	380.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	83.13
JONOVAN HARGISS	REIMB PER DIEM FOR TRAINING	280.50
JORDAN SPENCER	REIMB PER DIEM FOR TRAINING	280.50
MENARDS	DRILL, ANCHOR, DRYWALL, LUMBER	188.06
METROPOLITAN UTILITIES DIST	2021/11/05-2021/12/07 MONTHLY SERVICE	199.29
MICHAEL TREINEN	REIMB PER DIEM FOR TRAINING	229.50
MIDLANDS PRINTING	BUSINESS CARDS SHELLS	2,399.50
NEBRASKA LAW ENFORCEMENT TRAINING CENTER	FEES-RECIPROCITY TRAINING SESSION	2,030.00
OFFUTT COLLISION REPAIR CENTER	REPAIR CRUISER DAMAGE-UNIT 802	7,877.51
OMAHA PUBLIC POWER DISTRICT	2021/11/10-2021/12/10 MONTHLY SERVICE	3,816.32
PETTY CASH - FINANCE	POSTAGE, FUEL, UNIFORMS, REGISTRATION	129.57
POLICE OFFICERS ASSOCIATION OF NEBRASKA	MEMBERSHIP FOR 103 OFFICERS	1,545.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	3,832.00
ROBERT PAGE	REIMB TRAINING EXPENSES	202.50
SAMANTHA SPACHER	REIMB FOR UNIFORM PANTS	120.00
SECRETARY OF STATE	RENEW NOTARY-MELVIN	30.00

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POLICE (cont'd)

SUNSET LAW ENFORCEMENT, LTD	AMMO	982.80
TARGETS ONLINE	TARGETS & CARDBOARD BACKERS	472.00
TRAVELERS	AUTO LIABILITY CLAIM FRW8286	1,190.41
TRAVELERS	LIABILITY CLAIM FJB1914	2,563.00
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING-SEP 2021	3,220.52
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING-NOV 2021	5,672.12
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	1,610.31
ULINE	DYMO LABEL PRINTER	111.71
WATCHGUARD VIDEO	MOLLE VEST ADAPTER CLIPS	180.00
		<u>\$ 65,622.06</u>

FIRE & RESCUE

ACTION SIGNS	INSTALL GRAPHICS ON SUBURBAN	830.00
AIRGAS USA, LLC	OXYGEN	260.55
AMAZON.COM, LLC	OFFICE SUPPLIES, BOOTS, NOTEBOOKS	582.39
AVI SYSTEMS	SUPPORT AGREEMENT-2021/09/10-2022/09/09	1,430.00
BLACK HILLS NEBRASKA GAS UTILITY	2021/11/01-2021/12/01 MONTHLY SERVICE	790.94
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,897.64
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	128.64
MENARDS	CLEANING SUPPLIES	122.49
METROPOLITAN UTILITIES DIST	2021/11/04-2021/12/07 MONTHLY SERVICE	4,247.34
MILLER DISTRIBUTORS, INC	BATTERIES	134.11
OMAHA PUBLIC POWER DISTRICT	2021/10/28-2021/11/29 MONTHLY SERVICE	33.08
PETTY CASH - FINANCE	VEHICLE REGISTRATIONS-KLUTHE	45.00
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	2,147.04
STERICYCLE	SHREDDING SERVICE	216.00
TELEFLEX FUNDING, LLC	NEEDLE SETS, STABILIZERS	5,805.50
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING-SEP 2021	1,097.75
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING-NOV 2021	1,050.23
WESTLAKE ACE HARDWARE	CO2 ALARM, GARAGE TRANSMITTER	89.98
ZIRMED, INC	MONTHLY PROF CLAIMS MGT FEE	429.28
ZOLL DATA SYSTEMS INC	FRMS & RMS MAINT 2022/01/01-2022/12/31	1,664.38
		<u>\$ 26,002.34</u>

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2021/11/04-2021/12/03 MONTHLY SERVICE	961.65
LOCKTON COMPANIES, LLC	PROPERTY CASUALTY INS PREMIUMS	105,979.00
LOCKTON COMPANIES, LLC	WELLNESS PROGRAM-DEC 2021	1,815.00
PM AM CORPORATION	ALARM FEES-NOV 2021	2,090.00
		<u>\$ 110,845.65</u>

INFORMATION TECHNOLOGY

AMAZON.COM, LLC	AUDIO TRANSFORMER	185.95
CORE TECHNOLOGIES, INC	NEW PHONE SYSTEM	1,255.05
DELL MARKETING L.P.	APC RACK FOR IT	1,143.50
MOTOROLA SOLUTIONS, INC	DESKTOP CHARGER, EARPIECES	769.78
TJ CABLE	LOCATES	50.00
		<u>\$ 3,404.28</u>

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WASTEWATER

AMAZON.COM, LLC	OFFICE SUPPLIES	83.20
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	27.12
CENTURY LINK	2021/11/22-2021/12/21 MONTHLY SERVICE	149.54
COX BUSINESS SERVICES	2021/12/04-2022/01/03 MONTHLY SERVICE	220.00
HANEY SHOE STORE	SAFETY SHOES-D DECKER	152.99
METROPOLITAN UTILITIES DIST	2021/11/05-2021/12/07 MONTHLY SERVICE	750.71
NAPA AUTO PARTS	MOTIVE CLEANER, THREADLOCKER	110.54
RELIANCE STANDARD LIFE INSURANCE	DENTAL INSURANCE-DEC 2021	362.88
TRISTAR CLAIMS MANAGEMENT SERVICES	WORK COMP FUNDING-SEP 2021	828.85
		<u>\$ 2,685.83</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXPENSES-DEC 2021	806.70
		<u>\$ 806.70</u>

FEDERAL FORFEITURES

CLYDE ARMORY	SERVICE RIFLES FOR SWORN OFFICERS	25,780.00
		<u>\$ 25,780.00</u>

TOTAL CLAIMS FOR JANUARY , 2022 \$ 605,622.68

TOTAL PAYROLL FOR DEC 23, 2021 #####

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MAYOR

CANTH AWARDS	CPS-SPECIAL RECOGNITION AWARD	150.00
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	11.28
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	54.80
		<u>216.08</u>
		\$ 216.08

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	87.13
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	21.82
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	4,641.90
NEDA-MEMBERSHIP SERVICES	MEMBERSHIP DUES FOR 2022	300.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	122.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	122.00
SAM'S CLUB DIRECT	SAM'S CLUB MEMBERSHIP DUES FOR 2022	40.00
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	101.97
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	250.04
		<u>5,686.86</u>
		\$ 5,686.86

LEGAL

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES	26.73
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	22.19
DROP BOX	CPS-CASE STORAGE	19.99
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	2,362.64
NEBRASKA STATE BAR ASSOCIATION	CPS-CONTINUED LEARNING	75.00
NEBRASKA SUPREME COURT ATTORNEY	CPS-FEDERAL COURT FILINGS	98.00
NEBRASKA.GOV	CPS-CASE MANAGEMENT	114.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	71.23
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	71.23
RMR COURT REPORTING	DEPOSITION	98.00
TAMMY J HETHERINGTON	DEPOSITION	176.75
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	90.61
		<u>3,226.37</u>
		\$ 3,226.37

CABLE ADVISORY

CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	7.52
COX BUSINESS SERVICES	2021/12/19-2022/01/18 MONTHLY SERVICE	9.04
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	3,857.20
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	53.71
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	53.71
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	49.80
		<u>4,030.98</u>
		\$ 4,030.98

CITY CLERK

AMERICAN LEGAL PUBLISHING CORP	2021 CODE BOOK SUPPLEMENT PAGES	1,164.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	118.06
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	11.28
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	1,934.63
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	51.79
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	51.79
SPARQDATA SOLUTIONS	MEETING SUBSCRIPTION-APR 2022-MAR 2023	4,100.00
		<u>7,431.55</u>
		\$ 7,431.55

MINUTE RECORD

CLAIMS FOR JANUARY 18, 2022

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FINANCE/RISK MANAGEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	114.25
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	54.65
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	5,401.24
HANEY SHOE STORE	SAFETY SHOES-ADOLPHUS	200.00
INDOFF	COPY PAPER	370.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
RED WING BUSINESS ADVANTAGE ACCT	SAFETY SHOES-KWASHIEWSKI D	179.99
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	195.12
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	195.12
SAM'S CLUB DIRECT	SAM'S CLUB MEMBERSHIP DUES FOR 2022	45.00
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	54.84
		<hr/>
		\$ 6,840.21

LIBRARY

ABE BOOKS	CPS-BOOKS	45.48
BOONSLICK REGIONAL LIBRARY	FOR LOST BOOK	18.49
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	37.59
COX BUSINESS SERVICES	2021/11/23-2021/12/22 MONTHLY SERVICE	107.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	7,623.75
GRETNA GUIDE & NEWS	RENEW SUBSCRIPTION 2 YEARS	50.00
INGRAM LIBRARY SERVICES	BOOKS	3,295.87
KRISTINE WOODS	REIMB FOR NOTARY APPLICATION	70.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	16.10
MICHELLE BULLOCK	REIMB FOR PROGRAM SUPPLIES	480.89
MIDWEST TAPE	VIDEO	4.49
OCLC INC	MONTHLY ONLINE CATALOGING SUBSCRIPTION	1,384.67
OMAHA PUBLIC POWER DISTRICT	2021/11/10-2021/12/10 MONTHLY SERVICE	1,637.56
PAPILLION TIMES	RENEW SUBSCRIPTION THRU JAN 2023	187.20
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	168.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	168.92
RUFF WATERS	AQUARIUM MANAGEMENT	65.00
THE DAILY RECORD	RENEW SUBSCRIPTION 2 YEARS	200.00
VERIZON WIRELESS	2021/11/17-2021/12/16 MONTHLY SERVICE	400.10
		<hr/>
		\$ 15,962.42

ADMINISTRATIVE SERVICES

AMAZON.COM, LLC	CPS-EMPLOYEES APPRECIATION	41.80
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	52.54
DJ'S DUGOUT	CPS-EMPLOYEES APPRECIATION	200.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	12,366.34
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	83.05
MENARDS	CPS-EMPLOYEES APPRECIATION	607.71
MR ICE CREAM	EMPLOYEE APPRECIATION ICE CREAM	585.00
OMAHA PUBLIC POWER DISTRICT	2021/11/19-2022/12/21 MONTHLY SERVICE	267.40
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	175.50
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	175.50
SAM'S CLUB DIRECT	CPS-EMPLOYEES APPRECIATION	228.19
SPARTAN NASH STORES, LLC	CPS-EMPLOYEES APPRECIATION	111.14
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	82.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	2,418.37
WALMART COMMUNITY	CPS-EMPLOYEES APPRECIATION	1,735.98
		<hr/>
		\$ 19,160.52

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CODE ENFORCEMENT

BARCODES INC	MOBILE PRINTER FOR CODE VEHICLES	2,631.00
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	22.10
CLAYTON GRUHN	CUT DOWN 2 LARGE TREES, HAUL AWAY	1,895.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	9,252.41
L-TRON CORP	IMAGING SCANNERS FOR CODE VEHICLES	1,872.95
PAPILLION SANITATION	CODE DUMPSTER	649.28
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	147.50
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	147.50
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	77.67
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	648.30
		\$ 17,343.71

PUBLIC WORKS

CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	45.11
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	10,243.57
J P COOKE COMPANY	NAME PLATE AND HOLDER	40.80
KITCHEN SINK COMMUNICATIONS	CONSULTING SERVICE-LIBRARY	304.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	106.93
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL FOR CITY TANKS	13,302.22
ONE CALL CONCEPTS	DIGGERS HOTLINE-MONTHLY	570.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	160.35
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	160.35
SARPY CO REGISTER OF DEEDS	RECORDING FEE-SIDEWALK WAIVER	10.00
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	317.44
		\$ 25,260.77

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS	654.00
BIG RED LOCKSMITHS	CAM LOCK, MASTER LOCK	111.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	12.62
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	33.83
COX BUSINESS SERVICES	2021/11/23-2021/12/22 MONTHLY SERVICE	214.78
DAY ELECTRIC SERVICE, INC	NOZZLE	800.00
DICK'S CLOTHING AND SPORTING GOODS	CPS-BASKET BALL HOOPS	4,799.92
DILLONS CUSTOMER CHARGES	CPS-SUPPLIES	289.50
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	8,089.18
GRAINGER	GLOVES FOR USE WITH CHAINSAW FOR CUTTING DOWN TREES	196.03
HDR ENGINEERING, INC	AHP MASTER PLAN UPDATE	6,529.50
LAMP RYNEARSON & ASSOCIATES	BELLEVUE AQUATICS PARK STUDY THRU NOV 2021	1,670.00
MENARDS	PAINT SUPPLIES	192.37
NATIONAL RECREATION PARK ASSOCIATION	CPS-MEMBERSHIP DUES-SHADA	60.00
OMAHA PUBLIC POWER DISTRICT	2021/10/29-2021/12/01 MONTHLY SERVICE	2,264.37
PRECISE MRM LLC	FLAT DATA PLAN	200.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	200.76
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	200.76
SHERWIN WILLIAMS CO	GRAFFITI REMOVER	218.14
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	143.41
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	1,983.03
		\$ 28,863.20

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RECREATION

CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	47.50
COX BUSINESS SERVICES	2021/11/23-2021/12/22 MONTHLY SERVICE	88.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	2,109.96
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	60.17
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	60.17
SAM'S CLUB DIRECT	SAM'S CLUB MEMBERSHIP DUES FOR 2022	40.00
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	64.91
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	225.30
		<hr/>
		\$ 2,696.40

BUILDING MAINTENANCE

BIG RED LOCKSMITHS	DUPLICATE KEYS, CAM LOCKS	58.00
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	3.76
DAY ELECTRIC SERVICE, INC	ADD OUTLET FOR DEHUMIDIFIER, COVER OUTSIDE LIGHTS	3,253.10
ECHO GROUP, INC	BALLAST	31.21
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	7,586.05
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	451.99
FILTER SHOP	PLEATED FILTERS	376.82
FIRE PROTECTION SERVICES, LLC	REVIEW GROUND FAULT, SEMI-ANNUAL INSPECTIONS	600.00
GEARHART CONSTRUCTION & PLUMBING	CONNECT GAS TO 3 BUILDINGS, INSTALL DRAIN VALVE, EXCAVATION	12,040.17
IDEAL PURE WATER COMPANY	BOTTLED WATER	15.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	40.00
MENARDS	PLUMBING SUPPLIES, TEMP GUN, ADAPTERS, ALUMINUM, SHOVELS	388.27
MENARDS - RALSTON	SUPPLIES	79.98
MMC MECHANICAL CONTRACTORS, INC	WORK ON HEAT PUMP AND BOILERS, LEAK IN CEILING, CYCLING OFF AND ON, NEW BLOWER MOTOR	10,727.50
OMAHA PNEUMATIC EQUIPMENT CO	DIST 3 COMPRESSOR REPAIR	453.87
OMAHA PUBLIC POWER DISTRICT	2021/11/10-2021/12/10 MONTHLY SERVICE	1,317.00
PERFECT FINISH FLOORING	NEW CARPET IN DORM ROOMS	6,711.39
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	135.87
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	167.43
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	966.58
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	25.89
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	457.51
VOSS LIGHTING	JANITORIAL SUPPLIES	462.84
WESTLAKE ACE HARDWARE	WASHERS, SAND TUBES, WOOD SHIMS	129.30
		<hr/>
		\$ 46,479.53

CEMETERY

CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	3.76
COX BUSINESS SERVICES	2021/11/23-2021/12/22 MONTHLY SERVICE	83.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	2,863.27
GEARHART CONSTRUCTION & PLUMBING	REPAIR DAMAGE TO HYDRANT IN CEMETERY	1,452.50
MENARDS	VINYL TILE, CUTTER	73.31
OMAHA PUBLIC POWER DISTRICT	2021/11/19-2021/12/21 MONTHLY SERVICE	677.02
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	40.82
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	40.82
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	40.81
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	257.33
		<hr/>
		\$ 5,533.03

MINUTE RECORD

CLAIMS FOR JANUARY 18, 2022

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STREETS

CARROLL CONSTRUCTION SUPPLY	FOAM BLANKET+C329	570.00
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	33.83
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	ADJUST ARM AND RE-PIN	1,532.24
COX BUSINESS SERVICES	2021/11/23-2021/12/22 MONTHLY SERVICE	274.17
DREF'S TREE SERVICE, INC	CUT DOWN DEAD TREES, HAUL AWAY	22,130.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	38,636.66
IMSA	CPS-TRAINING -CHAVEZ	727.14
LOGAN CONTRACTORS SUPPLY	SEALANT	5,850.00
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	5,165.83
MENARDS	POLE BREAKER, OUTDOOR PLUG, CABLE TIES	32.67
METRO LEASING	8748 LEASE-2021/12/27 INT'L TRUCKS (6)	26,953.86
OMAHA PUBLIC POWER DISTRICT	2021/10/29-2021/12/01 MONTHLY SERVICE	14,154.08
OMAHA PUBLIC POWER DISTRICT	2021/11/29-2021/12/29 MONTHLY SERVICE	68,862.30
PRECISE MRM LLC	FLAT DATA PLAN	1,104.00
READY MIXED CONCRETE COMPANY	CONCRETE	4,210.91
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	637.85
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	654.35
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	245.05
UMB BANK - TRUST OPERATIONS	1063 HAFP BONDS 11/13/17 \$3,900,000	182,910.00
UMB BANK - TRUST OPERATIONS	1065 HAFP BONDS 1/28/19 \$3,715,000	187,913.75
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	5,466.92
		\$ 568,065.61

FLEET MAINTENANCE

911 CUSTOM, LLC	ADAPTER KIT, LIGHTS	378.10
A + UNITED RADIATOR REPAIR	BAKE AND BLAST FILTERS	250.00
AA WHEEL & TRUCK SUPPLY, INC	PARTS	66.62
ALLIED OIL & SUPPLY COMPANY	BULK OIL	3,562.99
AUTO VALUE PARTS - SOUTH OMAHA	FILTERS, BRAKE ROTORS, THREADLOCKERS	666.56
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, THREADLOCKERS, LIQUID WRENCH	2,123.91
BAUER BUILT	TIRES	2,586.02
BAUM HYDRAULICS CORP	FLANGE SET SCREW LOCK	83.59
BAXTER CHRYSLER DODGE JEEP	STRUT TENSIONER, COOLING FAN, NUTS	383.28
BAXTER FORD	BRAKE PADS, ROTOR ASSEMBLY, SEALANT, O-RINGS	481.34
BEARDMORE CHEVROLET	SEALANT	55.86
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	41.21
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	26.32
CLAYS PUMP & METER	NEW WASTE OIL PUMP FOR SHOP	1,181.01
CORNHUSKER INTERNATIONAL TRUCKS	TURBO CHARGERS, EXHAUST SENSORS, AIR PIPE, CLAMPS	11,143.98
COX BUSINESS SERVICES	2021/11/23-2021/12/22 MONTHLY SERVICE	107.39
DULTMEIER SALES LLC	SHANK COUPLER, VALVE, SPRAY TIP	534.39
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	20,114.15
GRAHAM TIRE COMPANY	NEW TIRES	2,351.36
HENDERSON PRODUCTS, INC	LIFT CYLINDER FOR SNOW PLOWS	367.58
INTERSTATE ALL BATTERY CENTER	BATTERY	257.02
INTERSTATE POWER SYSTEMS, INC	PRESSURE SWITCH, GASKETS	140.71
J & J SMALL ENGINE SERVICE	EXHAUST VALVES, SPRING VALVES, HANDLE MOLDING, PARTS	322.55
JIM HAWK TRUCK TRAILERS	SERVICE FUEL SUPPLEMENT, WINTER BLADES	298.98
MATHESON TRI-GAS INC	WELDING SUPPLIES	127.62

MINUTE RECORD

CLAIMS FOR JANUARY 18, 2022

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FLEET MAINTENANCE (cont'd)

MENARDS	DRIVEWAY MARKER, PAINT, GLUE, BATTERIES, LUMBER	347.54
MENARDS- COUNCIL BLUFFS	SPRAY PAINT, LUBRICANT	149.66
MICHAEL TODD & COMPANY	SPINNER MOTOR FOR SALT SPREADERS	396.59
NAPA AUTO PARTS	SURFACE MOUNT LED LIGHTS, FILTERS, COOLANT, OIL, BRAKLEEN, CLAMPS	1,504.05
NEBRASKA IOWA INDUSTRIAL FASTENERS	CONNECTORS, NUTS, SEALS, EYELETS	241.98
NMC EXCHANGE LLC	TUBE ASSEMBLY, SEALS	253.80
OMAHA PUBLIC POWER DISTRICT	2021/11/22-2021/12/22 MONTHLY SERVICE	1,078.38
O'REILLY AUTOMOTIVE PARTS	GREASE	10.99
POWERPLAN	FILTER ELEMENTS, GASKETS, O-RINGS	510.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	337.06
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	337.06
STATE STEEL	SQUARE TUBING, HOT ROLLED STEEL	1,466.79
TERMINAL SUPPLY CO	TERMINALS, RECEPTACLES	91.16
THERMO KING CHRISTENSEN	WHEEL CHOCK	30.92
TITAN MACHINERY	CYLINDER TUBE	40.75
TOYNE, INC	AUTO DRAIN	145.79
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	71.74
UPS STORE	FREIGHT TO SEND GPS FOR UPGRADE	58.30
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	798.01
VERMEER EQUIPMENT OF NEBRASKA	FILTER	123.13
WALKERS UNIFORM RENTAL	UNIFORM SERVICE 2022/01/05	352.89
WATCHGUARD VIDEO	REMOTE DISPLAY CONTROL PANEL	693.00
		\$ 56,692.61

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING	502.85
		\$ 502.85

PLANNING

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	83.20
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	11.28
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	4,286.59
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	75.06
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	75.06
		\$ 4,531.19

PERMITS & INSPECTIONS

ATLANTIC ULTRAVIOLET CORP	ULTRAVIOLET LIGHTS FOR AIR FILTRATION	1,290.09
BELLEVUE PRINTING COMPANY	INSPECTION STICKERS	825.40
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	91.52
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	18.80
COLORADO CHAPTER ICBO	CPS-TRAINING	1,236.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	11,187.04
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	190.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	190.00
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	306.12
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	1,213.04
		\$ 16,548.01

MINUTE RECORD

CLAIMS FOR JANUARY 18, 2022

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POLICE

88 TACTICAL GROUP INC	CPS-TRAINING-MARRS, VETTER	1,390.00
ABM SUPPLY	6PK BANDOLIERS, GAS MASKS	4,628.75
AVERY L LOSCHEN	RENT FOR K9 BUILDING-FEB 2022	1,248.00
BENEFIT PLANS	POLICE PENSION PLAN-JAN 2022-MD, JG, MG	8,817.56
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	277.70
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	322.09
COX BUSINESS SERVICES	2021/11/23-2021/12/22 MONTHLY SERVICE	184.99
CRASH DATA GROUP	CPS-TRAFFIC EQUIPMENT	1,250.00
CULLIGAN OF OMAHA	BOTTLED WATER	246.80
DON'S PIONEER UNIFORMS	TACTICAL VESTS	4,209.95
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	135,730.56
FOUNDATION BUILDING MATERIALS	CPS-BUILDING MATERIALS	1,291.05
FOX VALLEY TECHNICAL COLLEGE	CPS-TRAINING-MILLER	282.84
GOPHER PERFORMANCE	CPS-PUSH-UP TESTER	446.88
HOLIDAY INN & SUITES-NASHVILLE	CPS-LODGING-HARGISS, HOFFMAN, SPENCER	1,130.52
HOLIDAY INN & SUITES-SAVANNAH	CPS-LODGING-HARGISS, HOFFMAN, KIRWAN, SPENCER	1,500.00
HTS AG	ENTERPRISE BUNDLE-DRONE	9,639.00
INFOSAFE SHREDDING	SHREDDING SERVICE	150.00
J P COOKE COMPANY	POCKET STAMPER-BETSWORTH	60.90
JACKSON SERVICES, INC	DOOR MAT SERVICE	148.79
KANSAS TURNPIKE AUTHORITY	CPS-TOLL FOR TRAINING-LARR, SOLORIO, SHIVERS	23.00
LP POLICE	MONTHLY LOCATE FEE-NOV 2021	129.95
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	428.25
MENARDS	LUMBER	65.07
MICROSOFT STORE	CPS-AUTOMATIC RENEWAL	106.99
MMC MECHANICAL CONTRACTORS, INC	ADD OFFICE DIFFUSER-PD	1,437.00
OMAHA PUBLIC POWER DISTRICT	2021/11/10-2021/12/10 MONTHLY SERVICE	43.90
PALACE STATION LAS VEGAS	CPS-LODGING-PAGE	306.09
POLICE EXECUTIVE RESEARCH FORUM	2022 PERF MEMBERSHIP	475.00
PUBLIC AGENCY TRAINING COUNCIL	CPS-TRAINING-PAGE	375.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	2,770.14
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	2,770.14
ROLLING ACRES COMPLEX	EVIDENCE INCINERATION	294.00
RR DONNELLEY	GUN APPLICATIONS & CERTIFICATES FORMS	222.66
SECRETARY OF STATE	NOTARY LICENSE-MEYER	30.00
SOUTHWEST AIRLINES	CPS-TRAVEL-PAGE	337.96
STREET COP TRAINING	CPS-TRAINING-BAFARO, KEEFE, SHIVERS, VETTER	1,245.00
SURVEY MONKEY.COM, LLC	CPS-DUES-CLARY	444.00
SYMBOL ARTS	SWAT PATCHES	250.00
TIGER TOUGH	HD SEAT COVERS	288.00
TRAVELERS	LIABILITY CLAIM	1,524.60
TRAVELERS	LIABILITY CLAIMS	5,170.00
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	3,522.93
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	15,527.32
VIGILANT SOLUTIONS, LLC	POLICE TECHNICAL PACKAGE/20 CAMERAS	220,045.00
VOSS SIGNS LLC	WIRE STEP STAKE	298.90
WATCHGUARD VIDEO	WATCHGUARD SYSTEM-NEW CRUISERS	1,045.00
		\$ 432,132.28

MINUTE RECORD

CLAIMS FOR JANUARY 18, 2022

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FIRE & RESCUE

BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	1,507.47
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	95.82
COX BUSINESS SERVICES	2021/11/23-2021/12/22 MONTHLY SERVICE	576.95
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	70,710.57
GOTOMEETING	CPS-RENEW SERVICE TO DEC 2022	1,001.52
MENARDS	METALSHELF	92.44
OMAHA PUBLIC POWER DISTRICT	2021/10/29-2021/12/01 MONTHLY SERVICE	5,510.85
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	1,590.16
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	1,590.16
STERICYCLE	SHREDDING SERVICE	180.00
STRYKER SALES CORPORATION	LUCAS MAINTENANCE	4,773.60
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	1,380.83
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	8,380.46
		<hr/>
		\$ 97,398.78

NON-DEPARTMENTAL/CONTRACTS

BKD & ASSOCIATES, LLP	2021 AUDIT PROGRESS #2	30,000.00
CENTURY LINK	2021/12/22-2022/01/21 MONTHLY SERVICE	176.64
COX BUSINESS SERVICES	2021/11/23-2021/12/22 MONTHLY SERVICE	638.37
HUB INTERNATIONAL GREAT PLAINS	2021 GASB68 POLICE PENSION VALUATION	8,900.00
NEBRASKA DEPT OF REVENUE	SALES TAX-DEC 2021	38.30
SARPY CO ECONOMIC DEV CORP	2022 ANNUAL INVESTMENT	5,050.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-FEB 2022	13,452.93
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-JAN 2022	13,452.93
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
TASC - TOTAL ADMINISTRATIVE SERVICES CORP	2022/01/01-2022/03/31 TASC ADMIN FEES	1,712.68
		<hr/>
		\$ 73,546.85

INFORMATION TECHNOLOGY

HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
DC ELECTRIC/HEARTLAND LIGHTING	ADD PLUGS FOR DATA RACK-PD	598.00
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	40.29
		<hr/>
		\$ 708.24

WASTEWATER

BERT GURNEY AND ASSOCIATES	PUMP SHAFT, SLEEVE, IMPELLER HARDWARE	3,692.24
CENTURY LINK	2021/12/13-2022/01/12 MONTHLY SERVICE	462.99
COX BUSINESS SERVICES	2021/11/23-2021/12/22 MONTHLY SERVICE	83.39
ELLIOTT EQUIPMENT CO	BULLET CONNECTOR, TERMINALS	711.78
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-DEC 2021	17,421.18
MENARDS	GLOVES	48.56
OMAHA PUBLIC POWER DISTRICT	2021/11/10-2021/12/10 MONTHLY SERVICE	2,948.71
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-NOV 2021	224.81
RELIANCE STANDARD LIFE INSURANCE CO	LIFE/LTD INSURANCE-DEC 2021	224.81
TRAVELERS	LIABILITY CLAIMS	100.00
U.S. CELLULAR	2021/12/04-2022/01/03 MONTHLY SERVICE	818.67
UMB BANK - TRUST OPERATIONS	1064 WW REV BONDS 6/28/18 \$2,655,000	151,388.75
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-DEC 2021	1,903.07
		<hr/>
		\$ 180,028.96

MINUTE RECORD

CLAIMS FOR JANUARY 18, 2022

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COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2021/12/28 MONTHLY SERVICE	100.16
		<u>\$ 100.16</u>

G.O. BONDS

UMB BANK - TRUST OPERATIONS	UMB PAYING AGENT FEES	870.83
UMB BANK - TRUST OPERATIONS	PSTABS 11/29/16 \$2,065,000	231,725.00
UMB BANK - TRUST OPERATIONS	SID 177 2018 GORB UMB	176,837.50
UMB BANK - TRUST OPERATIONS	SID 177 2018 GORB UMB	51,565.00
UMB BANK - TRUST OPERATIONS	SID 269 2019 GORB UMB	14,256.25
UMB BANK - TRUST OPERATIONS	1067 GOVP BONDS 3/15/12 \$3,675,000	303,000.00
UMB BANK - TRUST OPERATIONS	1068 GOVP BONDS 3/5/13 \$4,460,000	378,375.00
UMB BANK - TRUST OPERATIONS	1071 GORP BONDS 12/29/16 \$4,105,000	348,191.25
UMB BANK - TRUST OPERATIONS	1062 GOVP BONDS 3/27/17 \$2,225,000	78,000.00
UMB BANK - TRUST OPERATIONS	1066 PSTABS 4/30/19 \$5,545,000	145,925.00
UMB BANK - TRUST OPERATIONS	1072 TAX REDEV REF BONDS 5/6/19 \$2,865,000	2,384,662.50
		<u>\$ 4,113,408.33</u>

BELLEVUE MUNICIPAL CORPORATION

SARPY COUNTY TREASURER'S OFFICE	2021 REAL ESTATE-TAX-1410 WALL ST	31,433.64
		<u>\$ 31,433.64</u>

TOTAL CLAIMS FOR JANUARY 18, 2022	\$ 5,763,829.14
TOTAL PAYROLL FOR JANUARY 7, 2022	\$ 1,317,258.79

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a. & 11a.1
01/18/2022

COUNCIL MEETING DATE: 12/21/2021		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6 and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, from RD-60-OTO to RG-28-PS, with site plan approval, for the purpose of multi-family residential development; and small subdivision plat of Lots 1 through 10 and Outlot A, Jefferson Place Addition. Applicant: Mercury Property Management, Inc. General location: 16th Avenue and Jefferson Street.

SYNOPSIS/BACKGROUND:

Jeff Gehring, on behalf of Mercury Property Management, Inc., has submitted a request for a rezoning of Lots 1 through 10, and Outlot A, Jefferson Place Addition, from RD-60-OTO to RG-28-PS, for the purpose of a multi-family residential development. The multi-family residential proposal consists of ten dwelling units in three buildings (two four-plex buildings and one duplex). Each dwelling unit will be approximately 2,750 square feet: 1,400 square feet on the main level and 1,350 square feet on the lower level. Each unit will have its own garage and driveway to accommodate parking for the development.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|--|--|---|
| 1. <input type="text" value="Planning Commission Recommendation Sheet"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Rezoning Ordinance 4068"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. ...
Tammi Palm
...

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Mercury Property Management, Inc.

CASE #'s: Z-2110-21 and S-2110-26

CITY COUNCIL HEARING DATE: December 21, 2021

REQUEST: to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6 and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, from RD-60-OTO to RG-28-PS, with site plan approval, for the purpose of multi-family residential development; and small subdivision plat of Lots 1 through 10 and Outlot A, Jefferson Place Addition.

On November 18, 2021, the City of Bellevue Planning Commission voted eight yes, one no, zero absent and zero abstained:

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

VOTE:

Yes:	Eight:	No:	One:	Abstain:	Zero:	Absent:	Zero:
	Casey		Ritz				
	Hankins						
	Aerni						
	Cutsforth						
	Ackley						
	Compton						
	Perrin						
	Jacobson						

Planning Commission Hearing (s) was held on: November 18, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2110-21
S-2110-26

FOR HEARING OF:
REPORT #1: November 18, 2021
REPORT #2: December 21, 2021

I. GENERAL INFORMATION

A. APPLICANT:

Mercury Property Management, Inc.
Attn: Jeff Gehring
5920 S 118th Street
Omaha, NE 68137

B. PROPERTY OWNERS:

Mercury Property Management, Inc.
Attn: Jeff Gehring
5920 S 118th Street
Omaha, NE 68137

C. GENERAL LOCATION:

16th Avenue and Jefferson Street

D. LEGAL DESCRIPTION:

Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6, and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys.

E. REQUESTED ACTIONS:

1. Request to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, from RD-60 to RG-28-PS, site plan approval.
2. Small subdivision plat Lots 1 through 10 and Outlot A, Jefferson Place Addition.

F. EXISTING ZONING AND LAND USE:

RD-60, Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 1.71 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-OTO
- 2. **East:** Single & Multi Family Residential, RD-60-OTO & RG-28-OTO
- 3. **South:** Single Family Residential, RD-60-OTO
- 4. **West:** Single Family Residential, RD-60

C. REVELANT CASE HISTORY:

On November 18, 2021, the Planning Commission recommended approval of a request to rezone Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6, and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, from RG-60-OTO to RG-28-PS, with site plan approval, for the purpose of multi-family residential development; and small subdivision plat Lots 1 through 10, and Outlot A, Jefferson Place Addition.

D. APPLICABLE REGULATIONS:

- 1. Section 5.13, Zoning Ordinance, regarding RG-28 uses and requirements.
- 2. Section 5.17, Zoning Ordinance, regarding the Planned Subdivision District.
- 3. Chapter 5, Subdivision Regulations, regarding Small Subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

The applicant is requesting Tax Increment Financing (TIF) for this project.

C. TRAFFIC AND ACCESS:

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from private drives off West 16th Avenue for Units 1 through 6, and from Jefferson Street for Units 7 through 10.

D. UTILITIES:

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

E. ANALYSIS:

1. Jeff Gehring, on behalf of Mercury Property Management, Inc., has submitted a request for a rezoning Lots 1 through 10, and Outlot A, Jefferson Place Addition, from RD-60-OTO to RG-28-PS, for the purpose of a multi-family residential development.

The intent of the RG-28 district is to permit low rise, medium density development that will be compatible when located near and among lower density types of housing, including single-family and two-family on small lots.

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. With the -PS zoning overlay, site plan approval is required.

2. The proposal consists of ten dwelling units in three buildings:

- Two four-plex buildings
- One duplex

Each dwelling unit will be approximately 2,750 square feet: 1,400 square feet on the main level and 1,350 square feet on the lower level.

3. Each unit will have its own garage and driveway to accommodate parking for the development.

4. The site plan shows a 15' landscaped bufferyard along the southern property line. This bufferyard space meets the minimum landscape requirements. All required landscaping materials will be installed per Article 9, Zoning Ordinance.

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

Public Works Engineering Manager Dean Dunn and Michael Sharp, Sarpy County Surveyor, had technical comments regarding the small subdivision plat and site plan. These comments have since been satisfied by the applicant's surveyor and engineer.

No other comments were received on this case.

6. This plat contains approximately 1.71 acres or 74,838 square feet. This calculates to approximately 7,484 square feet of lot area per dwelling unit. The current RD-60 density requires a minimum of 6,000 square feet of lot area per dwelling unit. The proposed density is compatible with the adjacent properties.

7. Per the guidelines set forth in Section 5.17, the applicant indicates the topography and irregular shape of the property is challenging to develop with respect to drainage, construction, and access. Thus, creating a need for the -PS zoning overlay. The applicant further states "Because of the challenging topography and lot shapes, the Planned Subdivision District will allow the Developer to group the homes in a manner that will allow for the full buildout of the property. This innovating grouping of the homes does not increase the overall density of homes that could be developed in this area under other conditions." Please refer to the attached letter from Mr. Gehring for his full justification. Staff is supportive of the applicant's requested -PS zoning overlay based on the reasons provided.

8. Access to the property is proposed from private drives off West 16th Avenue for Units 1 through 6, and from Jefferson Street for Units 7 through 10.

The city has no plans to further improve Jefferson Street due to the steep slope of the existing topography.

The applicant will need to coordinate final design of these private access points with the Public Works Department prior to building permit submittal due to the proposed construction of the drives in the rights-of-way.

9. Per Section 8.12, Units 1 through 4 and 7 through 10 will have to comply with the city's design standards. This will be addressed during the building permit process.

10. This property was previously deemed blighted and substandard. The applicant is requesting Tax Increment Financing (TIF) through a separate redevelopment plan proposal.

11. The Future Land Use Map of the Comprehensive Plan shows this area as medium density residential. This request is in conformance with the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Jeff Gehring received November 9, 2021
4. Small subdivision plat received November 15, 2021
5. Site plan received November 15, 2021
6. Letter from Diana Souza received November 17, 2021
7. Email from Roger and Carol Tschampl-Diesing received November 18, 2021
8. Email from Jessica Conkey received November 18, 2021

VII. COPIES OF REPORT TO:

1. Mercury Property Management, Inc.
2. Hill-Farrell Associates, Inc.
3. Cline, Williams, Wright, Johnson & Oldfather, LLP
4. Public Upon Request

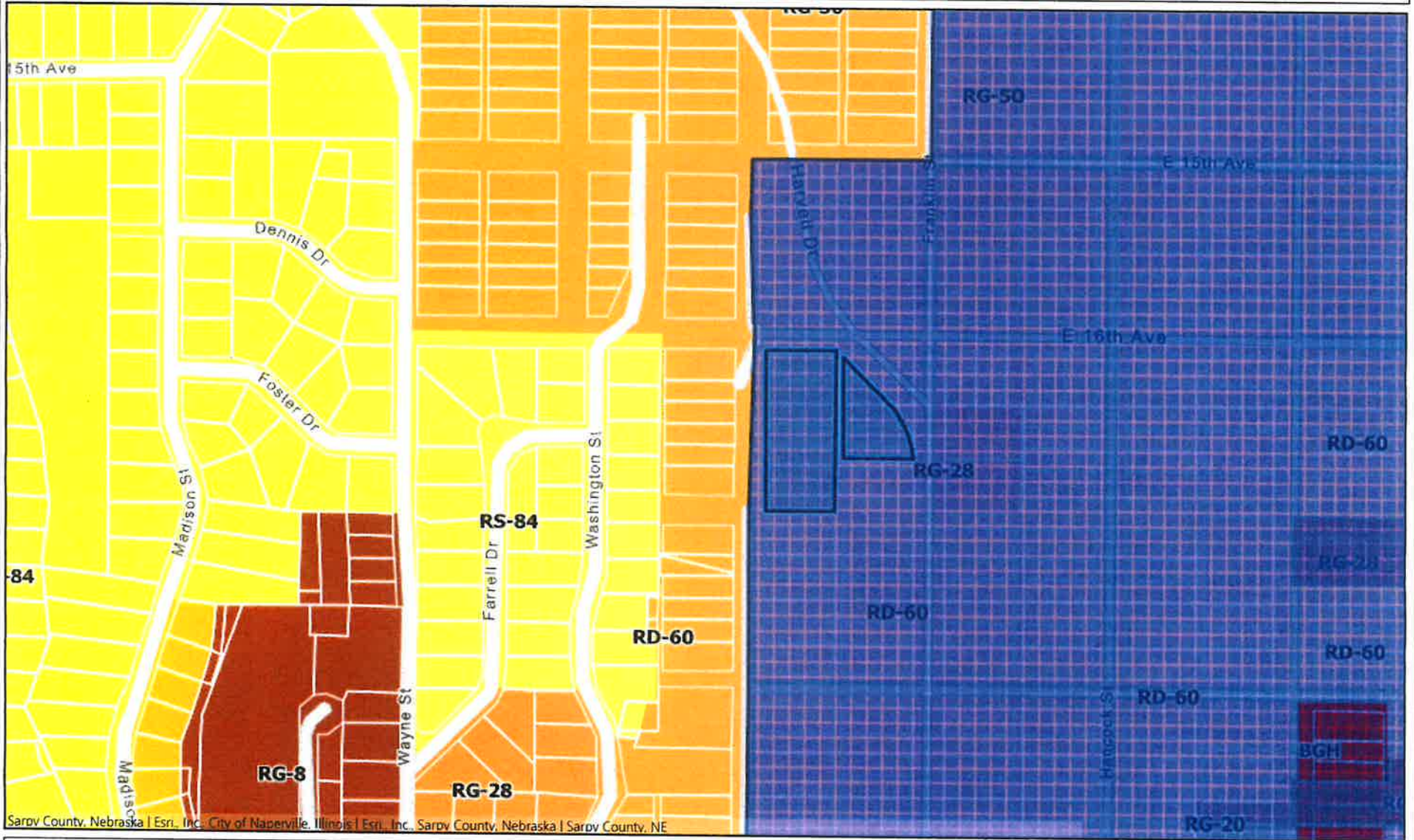
Sammi R. Palm

Prepared by:

Sammi R. Palm 11/29/21

Planning Manager

Date of Report



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



Map Scale 1: 4514

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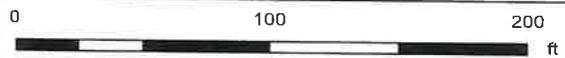


Notes





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



Map Scale 1: 1128

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Notes



RECEIVED

NOV 09 2021

PLANNING DEPT.

November 9, 2021

City of Bellevue Planning Department
Attn: Tammi Palm
1510 Wall Street
Bellevue, Nebraska 68005

Re: Change of Zone application for the proposed Jefferson Place Addition located generally at 16th Avenue and Franklin Street.

Dear Tammi:

Mercury Property Management, Inc. has applied for a change of zone from RD-60 to RG-28 PS on approximately 1.86 acres located at:

Lots 1-6, and Part of Lots 7-11A, Lots 11B and 12, Block 170; Lots 1 -12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street

Because of the unique shape of this parcel, the difficult grade, and the constraints of the existing streets, the Planned Subdivision District is required to develop the property as intended.

The Proposed development will meet the space limit requirements of the Planned Subdivision District. The property contains approximately 81,021 square feet and will be subdivided into 10 lots. Accordingly, the average lot area per dwelling unit is approximately 8,102 square feet, which is greater than to the minimum lot area per dwelling unit required in the RG-28 Zoning District.

The Planned Subdivision District required for the following reasons:

- 1. The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties.**

The adjacent properties are residential dwelling units. The proposed development on the property is 10 dwelling units on 1.86 acres. This density is compatible with the surrounding area and will not adversely affect nearby properties. Access to the lots is being designed to minimize impact on the existing adjacent residential units

- 2. The configuration, topography, vegetation, drainage, or other natural feature of the parcel is such that the normal lot arrangement would not be appropriate, and the natural state of the parcel can best be preserved by application of the Planned Subdivision District classification.**

The topography and the irregular shape of the property presents a particular challenge with respect to drainage, construction, and access to the property. If the existing lots were regularly shaped and the property did not have such a steep grade, then 10 homes could be built on the property without implementing a Planned Subdivision District. However, because of the topography and shape of the property, the development that would otherwise be permitted in the underlying zoning district is not attainable. The Planned Subdivision will allow for the best use of the land in harmony with the expectations of the underlying zoning district.

- 3. The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision.**

Because of the challenging topography and lot shapes, the Planned Subdivision District will allow the Developer to group the homes in a manner that will allow for the full buildout of the property. This innovating grouping of the homes does not increase the overall density of homes that could be developed in this area under other conditions. Ten lots would not work on this site under the conventional zoning, but the Planned Subdivision District allows for the full use of the property without negative impact to the overall plan for the development of the City.

- 4. The request for PS, Planned Subdivision District classification is not solely for purposes of convenience, profit, or caprice.**


The requested change of zone and Planned Subdivision District is being applied for in conjunction with an application for a redevelopment project utilizing tax increment financing. As described in more detail in the proposed redevelopment plan, this project site presents a challenging development opportunity. The property is vacant but its unique characteristics make it virtually undevelopable as is. The cost of developing the site based on its shape, location, and topography is higher than is feasible for the developer. The Planned Subdivision District provides the flexibility that will allow the project to be developed.

Please let me know if you have any questions.

Sincerely,

Mercury Property Management, Inc.

By:



Jeff Gehring, President

JEFFERSON PLACE ADDITION

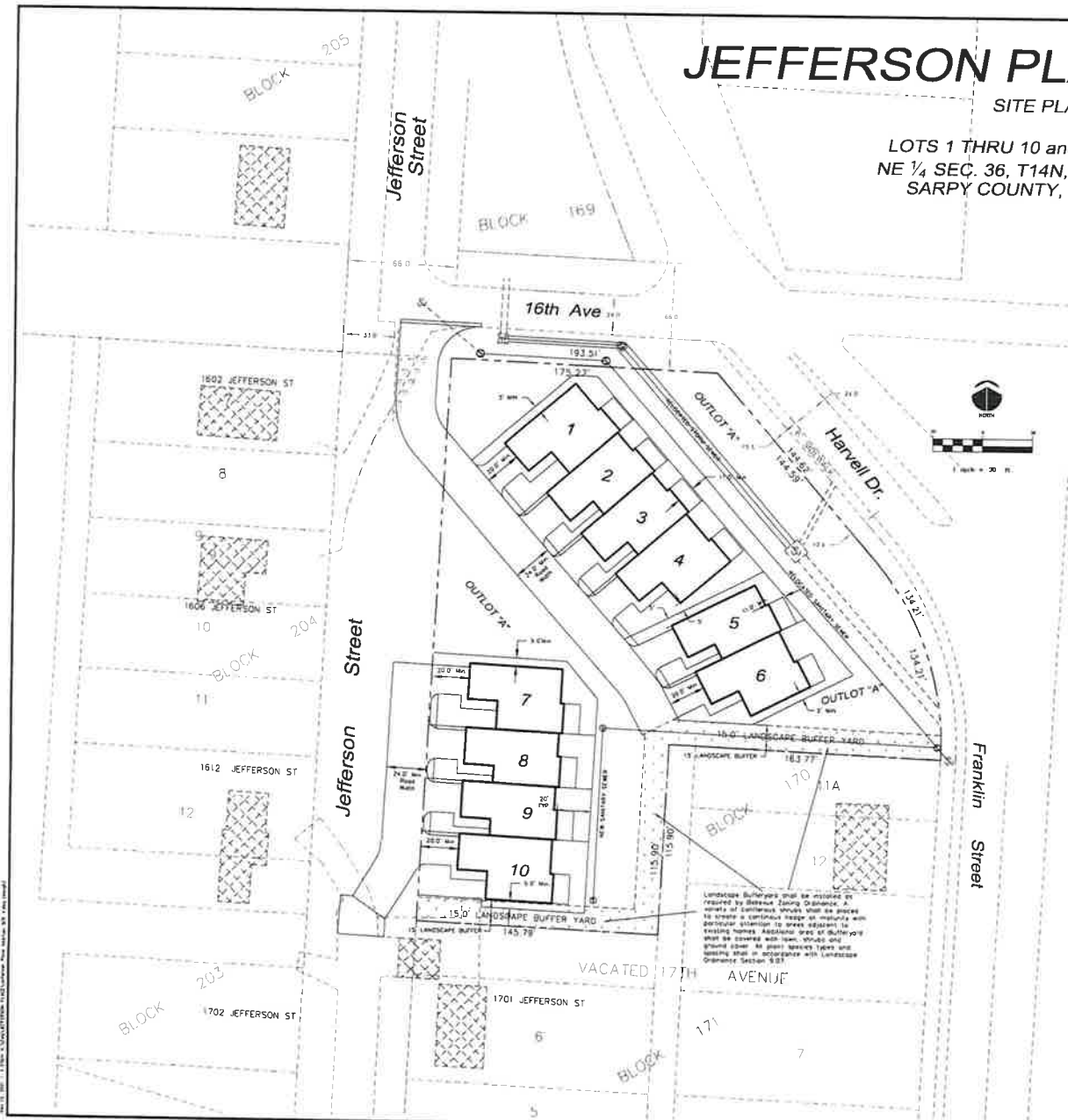
SITE PLAN

LOTS 1 THRU 10 and OUTLOT "A"
NE 1/4 SEC. 36, T14N, R13E, 6th P.M.
SARPY COUNTY, NEBRASKA

RECEIVED

NOV 15 2021

PLANNING DEPT.



PERMANENT INGRESS-EGRESS EASEMENT TO BE GRANTED TO DWELLINGS IN BLOCK 204

JEFFERSON PLACE TOWNHOMES
LEGAL DESCRIPTION
LOTS 1 THRU 10 AND OUTLOT "A"
JEFFERSON PLACE ADDITION
CITY OF BELLEVUE
SARPY COUNTY, NEBRASKA

DEVELOPER
JEFF GERRING
MERCURY BUILDERS AND CONTRACTORS
402 689-1423
5920 SO. 118th CIR
OMAHA, NE 68137

CIVIL ENGINEER
FORTINO RAMIREZ
402 216-7716
TREKK DESIGN GROUP
OMAHA, NEBRASKA

LAND SURVEYOR
DOUG HILL
402 291-6100
HILL-FARRELL ASSOCIATES, INC.
BELLEVUE, NEBRASKA

EXISTING ZONING
RD-60

PROPOSED ZONING RG-28 PS
MINIMUM SPACE LIMITS
FRONT 20'
REAR 10'
SIDE 5'

SITE AREA 74,838 SQUARE FEET ±

JEFFERSON PLACE ADDITION
BELLEVUE, NEBRASKA
SITE PLAN

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
Bellevue, NE 68123 (402) 291-6100

PROJECT NO
JEFFERSON PLACE
ADDITION P.L.A. 3

RECEIVED

NOV 17 2021

PLANNING DEPT.

11/17/21

To be read at the 11/18/21 Bellevue Planning Commission Meeting:

Mayor Hike,

Although the people's voices were seemingly ignored & my neighbor's letter was not read at the October 19th meeting, despite a reminder to read it by one of the neighbors in attendance, I am joining in the opposition to the development plans for the land between Jefferson & Franklin Streets.

Your tie breaking vote to declare this property as blighted may not technically be a conflict of interest, but it was definitely self-serving. You turned a large profit from the sale of the land & now your company is in the running to profit from future sales of the townhomes Mercury plans to build there.

The land was referred to as a "weed & tree infested area that can be changed into very nice condos". All the natural wooded areas are something that I love about Bellevue. Harvell & Franklin are very busy roads & I likely would not have purchased a home there if not for the peaceful woods providing a buffer. I would hate to have my lovely backyard view obliterated so we can stare at townhomes. I'm also concerned for the wildlife that roams the area & that their displacement will lead to deadly accidents with the increased traffic flow that development will bring.

The intersection of Harvell & Franklin is already a dangerous spot, between watching for deer & drivers who do not heed the speed limit change as they turn the corner. I can't imagine how it will be with large machinery & workers in the area. Then there's the fact that this once quiet, peaceful area will be filled with the sounds of construction for who knows how long.

I have lived here for 8 years & planned to stay awhile. But, if this redevelopment project happens, I feel I will be forced to move at a time when it's not easily affordable due to current inflation & housing prices, especially if my home's value declines due to being near a blighted & substandard area.

I understand the need to revitalize Olde Towne but destroying the natural areas it is known for is the wrong way to go about it, especially when there's so many deteriorating buildings & vacant lots that could be rezoned & redeveloped.

Concerned homeowner,



Diana Souza
1702 Franklin Street

Tammi Palm

From: Carol Tschampl-Diesing <c.tschampl_diesing@yahoo.com>
Sent: Thursday, November 18, 2021 1:45 AM
To: Tammi Palm
Subject: Info re: Jefferson Place addition

RECEIVED

NOV 18 2021

PLANNING DEPT.

Dear Ms. Palm and Planning Commission members,

We are unable to attend the Planning Commission meeting on November 18, 2021, but respectfully request that our letter regarding the proposed Jefferson Place addition be given to each commission member and read aloud for public consideration at the hearing.

We are deeply opposed to the proposed Jefferson Place addition project for multiple reasons.

1. One of the most charming aspects of Old Towne Bellevue that greets people as they near the downtown area is the beautiful tree-lined drive along Harvel Dr. The proposed plan by Mercury Property Management would essentially wipe out the entire area of trees, thus eliminating the inviting charm that Old Towne has long been known for. If the goal of the city is to attract more businesses and visitors to the downtown area, then removing green space that makes our town more beautiful and inviting is not an effective method of accomplishing that goal. In addition, if this proposed project were to be pushed through, wiping out the green space and replacing it with multiple town homes would also eliminate the wildlife habitat that exists in that area, thus eliminating another charming aspect of the Old Towne area.
2. We are gravely concerned about the lack of safety that would be created by the increased traffic in and around the proposed addition site, as well as concerns about the potential strain and disruption in service this development could place on the existing sewer, water, and electric lines. Cramming that many additional housing units in that small of an area is a recipe for disaster.
3. None, we repeat, NONE of us current residents in the area of the proposed project are in favor of the development. We chose to live in this area of Bellevue for the peace, calm, quiet, tranquility, and beautiful nature (which includes the vegetation and many species of wildlife living and traveling through that area).
4. We are concerned about the lack of ethics and transparency that Mayor Rusty Hike as shown so far through the process of pushing through this development project. His real estate business has already received financial gain through the sale of the proposed development site to Mercury Property Management. Future financial gain exists for the mayor and his real estate business via the potential opportunity to sell the new town homes, should they be built. The mayor has shown a lack of ethics to us personally when he refused to read our letter of opposition to having our neighborhood declared blighted and substandard via a vote by the city council, resulting in our letter NOT being placed into public record and NOT being shared with the concerned citizens at the meeting that night. In an email to us from Mayor Hike dated October 17, 2021, he promised us that he would share our letter and have it placed in public record. The recording of the October 19th city council meeting, available on YouTube, clearly shows that the mayor did not have our letter read and placed in public record. This makes us wonder what else the mayor may be hiding in order to get his pet project of the Jefferson Place addition pushed through.

For these reasons and all of the reasons that will be presented by our neighbors, we are greatly opposed to this proposed development project and respectfully request that everyone voting on this project vote against it. We implore all of you, please VOTE NO to this project!

Thank you for giving our concerns your serious consideration.

Sincerely,
Mr. and Mrs. Roger and Carol Tschampl-Diesing
Sent from Yahoo Mail on Android

Tammi Palm

From: Jessica Conkey <mamacrochets@gmail.com>
Sent: Thursday, November 18, 2021 1:19 PM
To: Tammi Palm
Subject: A Message to the Planning Commission for the meeting on 11/18/21
Attachments: 101_1741.JPG; 101_1723(sat).jpg; 101_1909.JPG; 101_1728(satg).jpg; 101_1745.JPG; DSC_0056.JPG; Untitled.jpg

To Whom It May Concern:

My name is Jessica Conkey and I am a resident on the now-blighted block between Franklin and Jefferson Streets. My husband has been attending the meetings for our family, but I wanted to add my thoughts to the matter as well. Hopefully this will reach the planning committee before tonight's meeting, and even though this will probably be a lengthy email, I hope you all take the time to read it and consider my thoughts on the matter.

First of all, I was surprised by the picture used to represent our house in the "blighted" evidence. If it wasn't said during the last meeting discussing the area and the blight therein, the photos, especially of our house, were misleading. The picture, which showed a damaged gutter in the top left corner of our house and a damaged satellite dish on the ground, was taken shortly after the worst storm I've been in since moving to Nebraska. And that's saying a lot from someone who was raised in Florida and experienced yearly hurricanes. We were lucky that the dented gutter was the worst of our damage because I know there were other homes that received much worse damage. So, to see that damage used as evidence of blight was frustrating to say the least. If the developers were willing to be deceptive about small things like pictures of the houses and structures on the block, it makes me wonder what else they would do to get what they want.

As for the proposed townhouses in the wooded area to the north of our block, I am opposed to construction of anything in that area for multiple reasons. I am in support of building up our beautiful city and bringing money into Old Towne, but not at the cost of turning our small town into some faux "big city" block. One of the best things about our area of town is that it's got that old school neighborhood vibe with a dash of Main Street USA. I would hate to see our small town built up just for the sake of cramming as many residents into an area to bring in more revenue.

The small wooded area that will be demolished to make way for multiple townhouses is an important oasis of nature in a desert of residential buildings. There are multiple animals that use that area for safe passage, foraging, and shelter. Tearing down the woods and building there will take that away from them. As well as providing for the animals, the wooded area also serves, for my family at least, as a place of learning (see attached). I am a homeschooling mom and it's nice to have a place in nature right outside my back door where I can take my children and teach them about biology, botany, and other subjects. I don't have to drive miles to a trail park or spend money at the zoo or state park if I want to have a hands-on lesson about the natural world. Even when we aren't exploring, nature tends to come to us in the form of deer and wild turkey walking the alleyway or grazing in our yard. If the wooded area is destroyed to make way for townhouses, the educational opportunities will disappear as well.

Aside from the benefits to local wildlife and the opportunities the wooded area allows for my children's education, it is also an area of natural beauty. Sitting in my backyard, the copse of trees and small neighborhood feel is relaxing. Picturing a block of houses all stuck together where the wooded area is now creates a jarring effect. It is the same way I now feel about the area next to Washington Park where a small wooded area was recently demolished. Something will eventually be built there, but the flow from the park to small woods to small businesses was a visually appealing transition. The same transition can be found coming down Harvell, as you go from the open area with the high school, houses, and apartment building into a wooded area on either side of the street before transitioning into the

neighborhoods on Franklin. It's like a secret passage into another world. Coming down the hill and just seeing rows of buildings would interrupt that quiet, relaxing feel that the wooded road creates.

Putting aside aesthetics, another concern is the added traffic the townhouses will create in that small area. This is not just one or two houses to be built on that land. There are at least ten proposed townhouses in the site plans for the current wooded area. How does that affect the neighbors closest to that property? How will it affect the already busy main street of Franklin, especially with the addition of more businesses on the other end by Mission Ave? And how will it affect the properties along Jefferson if a connection is made from the top of the hill to the bottom?

Lastly, I would like to state again that I encourage bringing revenue into our beautiful small town. I may have only lived in this area for eight years, but it has been a fantastic eight years and I love this city like I've been here all my life. That's why I don't want to see it turn into a gaudy, crowded "big city" bereft of natural beauty and small-town charm. Building these townhouses will only be the start and before we know it, the whole of Franklin Street could just be rows of apartment boxes and glued together houses with barely a yard to play in and no semblance of privacy. The best thing about Bellevue is that it's NOT Omaha or Lincoln or any other bigger city and I would hate to lose that about our town in favor of cookie-cutter box houses crammed together in what once was a beautiful wooded area.

My apologies for the length of this email, but our neighborhood and our town are something I am passionate about protecting. It is a wonderful place and I have enjoyed raising my family here. Please reconsider the plans for building in the wooded area and keep it as it is. A small oasis of natural beauty in the heart of Nebraska's oldest town.

Thank you for your time,

Jessica Conkey
1706 Franklin Street
(402) 594-5999
mamacrochets@gmail.com





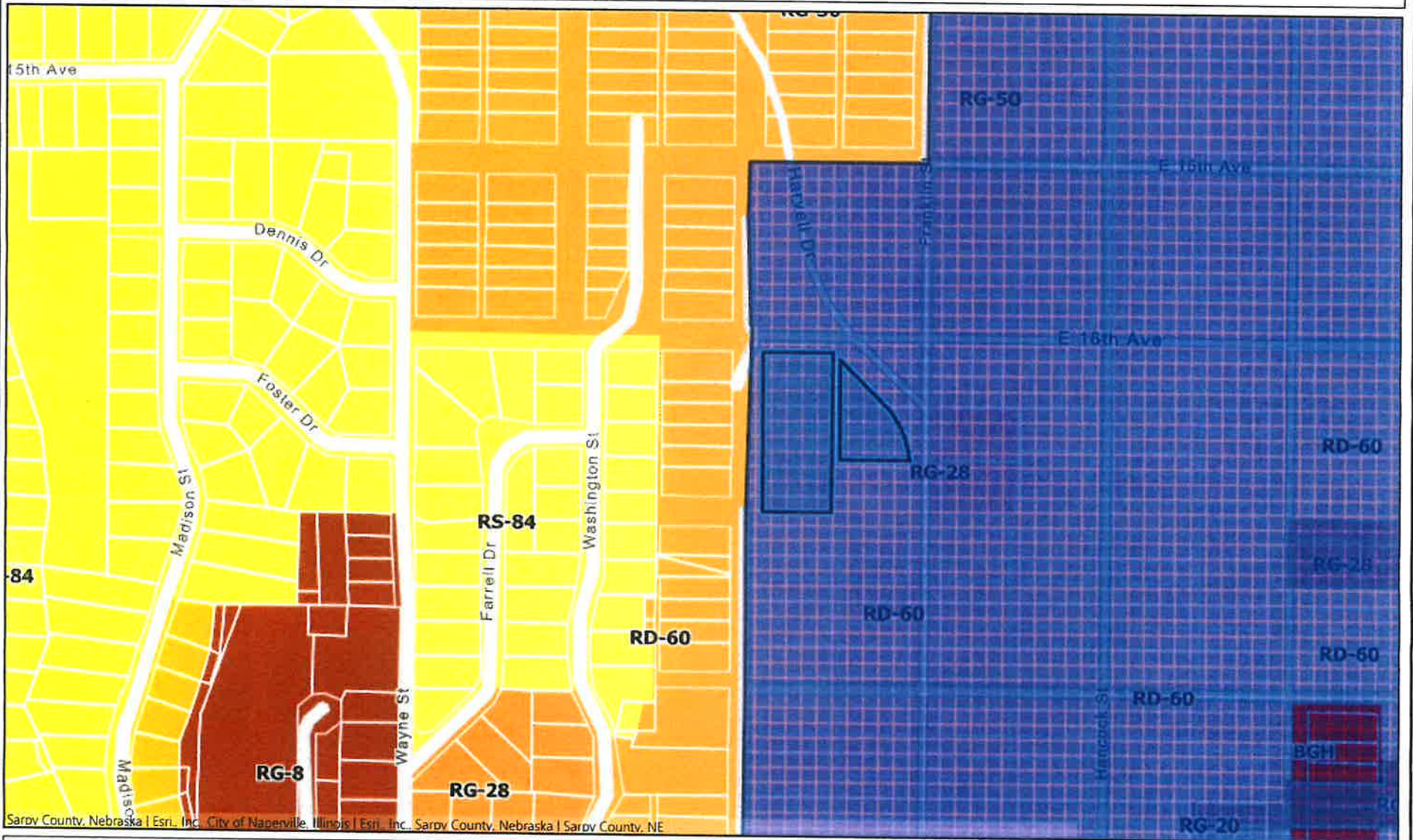




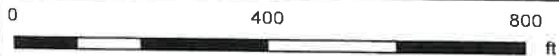








Sarpy County, Nebraska | Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska | Sarpy County, NE



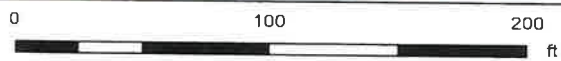
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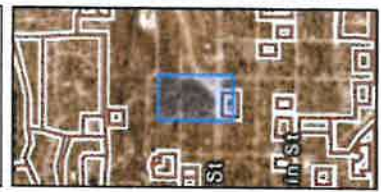
Notes





Map Scale 1: 1128

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Notes



JEFFERSON PLACE ADDITION

SITE PLAN

LOTS 1 THRU 10 and OUTLOT "A"
NE 1/4 SEC. 36, T14N, R13E, 6th P.M.,
SARPY COUNTY, NEBRASKA

RECEIVED

NOV 15 2021

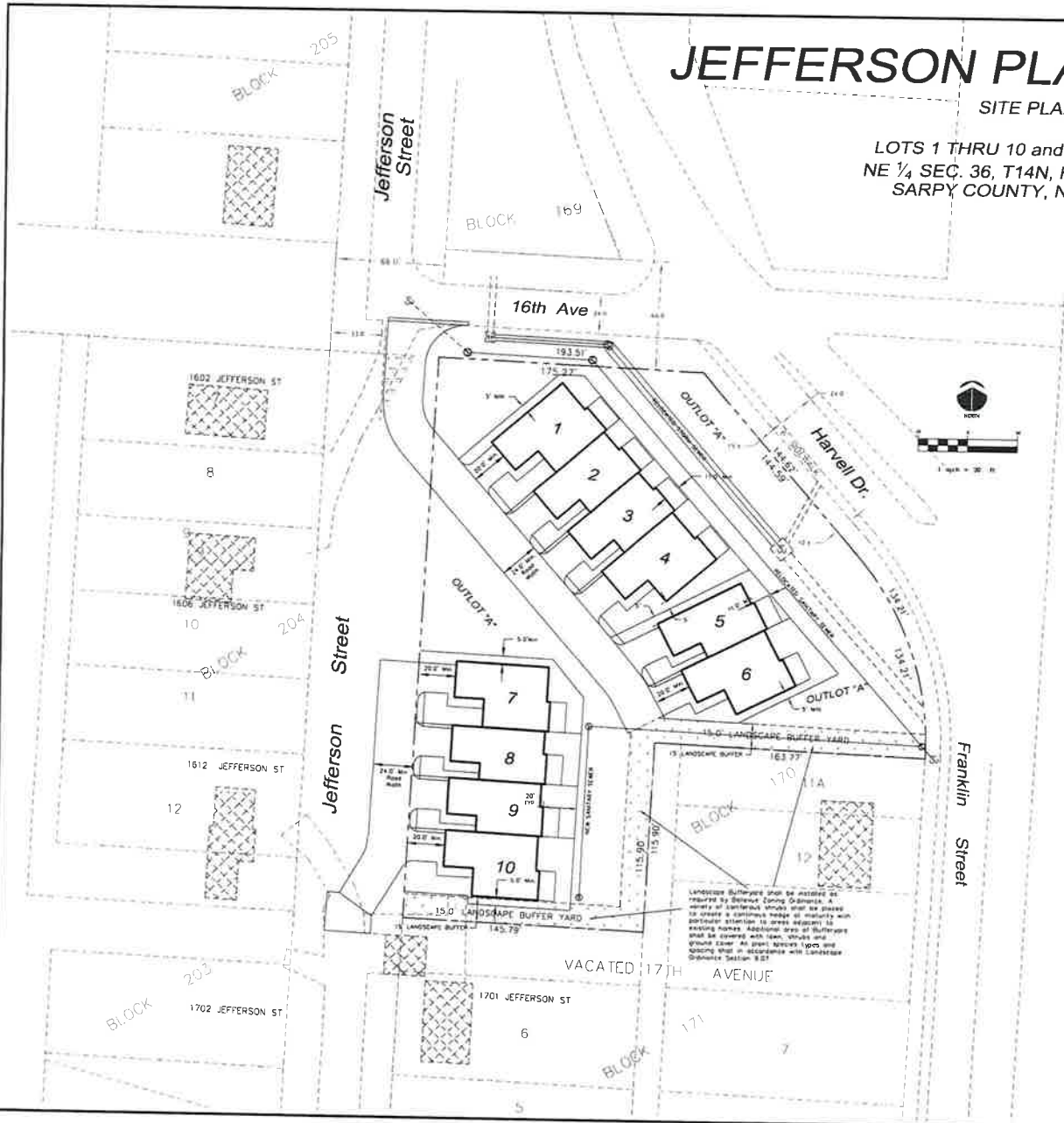
PLANNING DEPT.

SURVEY RECORD # 18-000000000
DRAWN RDM
DATE: 10/20/21
11/05/21
11/05/21

JEFFERSON PLACE ADDITION
BELLEVUE, NEBRASKA
SITE PLAN

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
Bellevue, NE 68123 (402) 291-6100

PROJECT NO.
JEFFERSON PLACE
ADDITION (PLAN) 2



PERMANENT INGRESS-EGRESS EASEMENT TO BE GRANTED TO DWELLINGS IN BLOCK 204

JEFFERSON PLACE TOWNHOMES
LEGAL DESCRIPTION
LOTS 1 THRU 10 AND OUTLOT "A"
JEFFERSON PLACE ADDITION
CITY OF BELLEVUE
SARPY COUNTY, NEBRASKA
DEVELOPER
JEFF GEHRING
MERCURY BUILDERS AND CONTRACTORS
402 689-1423
5920 SO 118TH CIR
OMAHA, NE 68137
CIVIL ENGINEER
FORTINO RAMIREZ
402 216-7716
TREKK DESIGN GROUP
OMAHA, NEBRASKA
LAND SURVEYOR
DOUG HILL
402 291-6100
HILL-FARRELL ASSOCIATES, INC.
BELLEVUE, NEBRASKA
EXISTING ZONING
RD-60
PROPOSED ZONING RC-2B PS
MINIMUM SPACE LIMITS
FRONT 20'
REAR 10'
SIDE 5'
SITE AREA 74,838 SQUARE FEET ±

SCALE: 1" = 30' (SEE NOTE)

RECEIVED
NOV 15 2021

PLANNING DEPT.

SURVEY NO: 100000150
 DRAWING NO: 100000150
 DATE: 10/29/21
 11/05/21
 11/05/21
 JEFFERSON PLACE ADDITION
 BELLEVUE, NEBRASKA
 SUBDIVISION PLAT
 HILL-FARRELL ASSOCIATES, INC.
 Land Surveyors
 Bellevue, NE 68123 (402) 291-6100
 PROJECT NO:
 JEFFERSON PLACE
 ADDITION PLAT 2

JEFFERSON PLACE ADDITION

LOTS 1 THRU 10 and OUTLOT "A"
 BEING A REPLAT OF LOTS 1 THRU 6 AND PART OF 7 THRU 11 LYING SOUTH AND WEST
 OF HARVELL DRIVE, IN BLOCK 170 CITY OF BELLEVUE TOGETHER WITH VACATED
 PORTIONS OF STREETS, AVENUES AND ALLEYS ABUTTING THEREOF, EXCEPTING THE
 SOUTH 20.0 FEET OF LOT 11, BLOCK 170.
 NE ¼ SEC. 36, T14N, R13E, 6th P.M.
 SARPY COUNTY, NEBRASKA

SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN "JEFFERSON PLACE ADDITION", BEING A REPLAT OF LOTS 1 THRU 6 AND PART OF 7 THRU 11A, BLOCK 170 LYING SOUTHWEST OF HARVELL DRIVE, TOGETHER WITH ALL VACATED STREETS, AVENUES AND ALLEYS, EXCEPT THE SOUTH 20.0 FEET OF LOT 11, BLOCK 170, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 36, 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 LOT 6, BLOCK 170, THENCE S87°28'24"E, 160.51 FEET ALONG THE SOUTH RIGHT-OF-WAY OF 16th AVENUE TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF HARVELL DRIVE, THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY OF HARVELL DRIVE ALONG THE FOLLOWING TWO COURSES: 1.) 54°39'36"E, 144.56 FEET TO A CURVE TO THE RIGHT RADIUS 175.00 FEET, ARC 134.21 FEET, CHORD BEARING S19°00'30"E, 130.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11A, BLOCK 170, THENCE N87°25'19"W, 163.77 FEET, THENCE S02°48'15"W, 115.90 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF VACATED 17th AVENUE, THENCE N87°28'24"W, 145.81 FEET ALONG THE CENTERLINE OF VACATED 17th AVENUE TO A POINT ON THE EAST RIGHT-OF-WAY OF JEFFERSON STREET, THENCE N02°57'20"E, 343.03 FEET TO THE POINT OF BEGINNING, DESCRIBED TRACT CONTAINS 74,838 SQUARE FEET MORE OR LESS.

DATE _____
 _____ RONALD D. HILL NEBRASKA L.S. NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, MERCURY PROPERTIES MANAGEMENT, INC., BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "JEFFERSON PLACE ADDITION", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A TELECOMMUNICATION 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 TELECOMMUNICATION SYSTEM IN THE AREA TO BE SUBDIVIDED, THROUGH, UNDER AND ACROSS A EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING ALL PERIMETER SUBDIVISION BOUNDARY LINES, NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THEN OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HERIN GRANTED. IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS THIS _____ DAY OF _____ 20____.

 MERCURY PROPERTY MANAGEMENT, INC.
 BY JEFFREY GERRING
 PRESIDENT

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
 COUNTY OF SARPY } SS

ON THIS _____ DAY OF _____ 20____ BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JEFFREY GERRING, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

DATE _____
 _____ NOTARY PUBLIC

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF "JEFFERSON PLACE ADDITION" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____ 20____.

 CHAIRPERSON
 BELLEVUE PLANNING COMMISSION

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF "JEFFERSON PLACE ADDITION" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____ 20____. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: _____
 CITY CLERK _____ MAYOR _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF "JEFFERSON PLACE ADDITION" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____ 20____.

 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 _____
 _____ SARPY COUNTY TREASURER

ORDINANCE NO. 4068

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 16TH AVENUE AND JEFFERSON STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 through 10, and Outlot A, Jefferson Place Addition, being a replat of Lots 1 through 6 and Part of Lots 7-11A, lying South and West of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys

From RD-60-OTO (Duplex Residential - 6,000 Square Foot Zone - Olde Towne Overlay) to RG-28-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision)

(Mercury Property Management, Inc.)

Section 2. This ordinance shall not take effect until such time as the final plat of Lots 1 through 10, and Outlot A, Jefferson Place Addition, 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 _____, 2022.

APPROVED AS TO FORM:

City Attorney

ATTEST




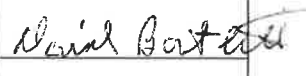
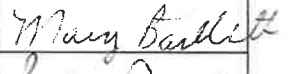
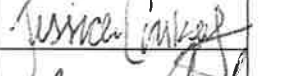
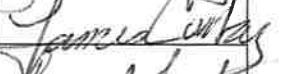
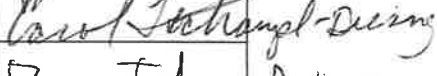
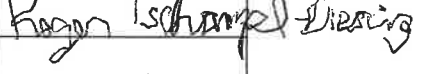
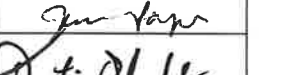
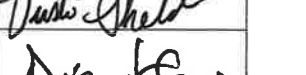
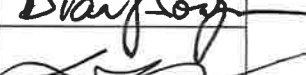
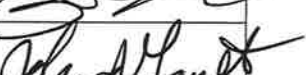
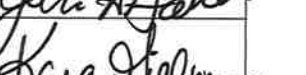
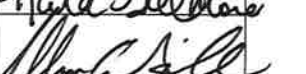
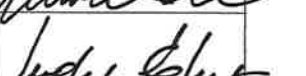
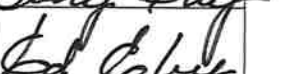
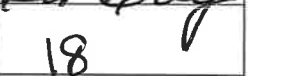
City Clerk

Mayor

First Reading: 12/07/2021
Second Reading: 12/21/2021
Third Reading: _____

Petition to Bellevue City Council

We, the undersigned, petition the Bellevue City Council to deny the Rezoning and Redevelopment Plan for the Jefferson Place Addition.

Name	Address	Signature
Tony Boyd	1701 Jefferson St	
Connie Golden	1712 Franklin St	
Bill Golden	1712 Franklin St	
David Bartlett	111 W 18 Ave	
Mary Bartlett	111 W 18 Ave	
Jessica Conkey	1706 Franklin St	
James Conkey	1706 Franklin St	
Carol Tschamp-Diering	1700 Franklin St	
Roger Tschamp-Diering	1700 Franklin St.	
Jim Pape	1801 Franklin St	
Dustin Sheldon	1710 Franklin St.	
Diana Souza	1702 Franklin St	
Shannon Surs	1612 Franklin St	
John A. Gant	1703 Franklin St	
KARA GILLMORE	1707 Franklin St.	
William Gillmore	1707 Franklin St	
Judy Eby	1504 Jefferson	
ED EBY	1504 JEFFERSON	
Number of signatures on page		18

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DEC 15 2021

Page of

CITY CLERK

We, the undersigned, petition the Bellevue City Council to deny the Rezoning and Redevelopment Plan for the Jefferson Place Addition.

Name	Address	Signature
Tony	1602 ^{JEFFERSON} BELLEVUE	[Signature]
M. Bass	1606 Jefferson St	[Signature]
Pathy Mitchell	1708 Franklin St.	[Signature]
Matt Griffith	1701 Franklin St	[Signature]
Maddy Pankow	1711 Franklin St.	Madalyn Gots
KEITH AUBERS	1712 HANCOCK ST	[Signature]
Patricia Rieple	1204 Bellevue Blvd S	Patricia Rieple
James Whelan	1802 Hancock St	[Signature]
BRIAN BARABE	101 E 16 th Ave	[Signature]
JOHN R AGODIN	103 E 16 th AVE	[Signature]
MARTI MRAMOR	101 E 16TH	Marti Mramor
Allison Bentz	107 E 16th	Allison Bentz
Danae Friejo	1512 Franklin St	[Signature]
Laurel Tibb	415 105 E 16th	[Signature]
Kim Mach	110 W 18th Ave	[Signature]
PAUL RUGIER	208 OAKRIDGE CT.	[Signature]
David Barger	1807 Franklin St.	[Signature]
Tammy Barger	1807 Franklin St	[Signature]
Judy Christerson	1807 Franklin St	[Signature]
Sheryl Rodden	1805 Franklin St.	[Signature]

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Number of signatures on page




DEC 15 2021

Page of

CITY CLERK

Petition to Bellevue City Council

We, the undersigned, petition the Bellevue City Council to deny the Rezoning and Redevelopment Plan for the Jefferson Place Addition.

Name	Address	Signature
Erica Powell	1621 Jefferson St Bellevue, NE 98005	
David Collins	1702 Jefferson	
Diane Leikow	1702 Jefferson	
Number of signatures on page		

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DEC 15 2021
CITY CLERK

Susan Kluthe

From: GILL MSN <gillsoddjobs@msn.com>
Sent: Sunday, December 19, 2021 4:14 PM
To: Susan Kluthe
Subject: Jefferson place townhouses

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DEC 20 2021
CITY CLERK

We, William and Kara Gillmore of 1707 Franklin Street, are HIGHLY apposed to and disapprove of these townhouses.

We would like our opinions on this matter read aloud at the council meeting on Tuesday, Dec 21st.

12a

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DEC 20 2021
CITY CLERK

DATE: December 19, 2021
TO: City of Bellevue – City Councilmembers
RE: Regulatory and Environmental Compliance Assessment:
Ordinance No. 4068 – Request for Tax Increment Financing (TIF) and Rezoning for Proposed Jefferson Place Redevelopment Plan

City of Bellevue Councilmembers,

The purpose of this letter is to provide the City of Bellevue, City Councilmembers, with an assessment of whether the proposed Ordinance No. 4068, Request for Tax Increment Financing (TIF) and Rezoning for Proposed Jefferson Place Redevelopment Plan, based on the duties and responsibilities of the City Council, should be approved or denied based on: 1) proper and full accounting of applicant's Tax Increment Financing (TIF) request "as is", 2) proper and full accounting and assessment of cumulative redevelopment profitability, 3) consistency with existing zoning, 4) consistency and compliance with the City of Bellevue Comprehensive Plan (March 2021), 5) due diligence consideration of unaccounted for risks and costs to the City of Bellevue and its taxpayers, and 6) affected landowner sentiment.

Personal Background

Although I have introduced myself to a few City Councilmembers, it is important to briefly understand my relevant background and professional experience that support the objectivity this assessment. I currently serve as a Senior Program Director for a major, international, engineering and environmental consulting firm. I have 35 years of experience supporting all types of developers – including major oil and gas (Energy Transfer Partners, TransCanada, Kinder Morgan, Northern Natural Gas, etc.), electric transmission line, hydroelectric power, renewable energy, big box stores (Wal-Mart), highway, and housing development clients – with comprehensive federal, state, regional, county, and local environmental planning, permitting, impact assessment, mitigation planning, and construction compliance training and inspection programs. In this role, I am responsible based on my professionalism and code of ethics to prepare technical surveys and reports, environmental assessments, alternatives analyses, and cumulative impact analyses that are objective, unbiased, and legally defensible. The majority of this work requires public involvement and regulatory agency approvals at all regulatory levels, including under the heavily scrutinized National Environmental Policy Act (NEPA), and therefore must be in full compliance and consistent with all applicable regulations, ordinances, and guidance documents (policies). In addition, I have frequently served as an expert witness responsible for expert reports and written and oral testimony, and have successfully defended my developer clients on highly controversial and scrutinized projects against permit appeals and lawsuits before development public utility commissions, environmental hearing boards, and associated Administrative Law Judges, nationwide.

Assessment Perspective

Accordingly, I am not a "NIMBY" (not in my back yard), as I fully understand that development, including the development of housing diversity in the City of Bellevue, is essential to ensure a strong and competent infrastructure and economy. However, having "seen it all" across my career, I also

understand a proposed development must be properly balanced with full consideration of its impact on the physical, chemical, natural, and cultural resources and the human environment, and in full compliance with all applicable regulations.

Having said that, **as a resident, taxpayer, and registered voter in the City of Bellevue, I prepared this assessment because I initially perceived the proposed Jefferson Place Redevelopment Plan as not making “common sense.” After conducting the limited high-level research and assessment presented herein, I now understand why that is the case due to numerous underestimates or overlooked issues and concerns that meaningfully and materially affect the planned development, the developer, the City of Bellevue, and affected residents.**

Assessment Extent

As I have had somewhat limited time and resources since the first reading of the proposed Ordinance No. 4068 on December 7, 2021, this assessment is commensurately limited to a high-level analysis. **If interested, allowable, and warranted, I am open to meeting with the City Councilmembers to provide additional insight and analysis prior to the City Council vote on the proposed Ordinance No. 4068 on January 18, 2021.**

Executive Summary

As the following high-level assessment is still fairly lengthy, **I herein provide an Executive Summary of findings for the convenience of the City Councilmembers.**

Regarding the proposed Ordinance No. 4068 – Request for Tax Increment Financing (TIF) and Rezoning for Proposed Jefferson Place Redevelopment Plan:

1. The applicant’s *Exhibit “B” – Estimated TIF Eligible Civil Site Cost Detail* is incorrect “as is,” and furthermore does not account for (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns, and therefore cannot be approved “as is” based on this reason alone.
2. The applicant’s overall project accounting demonstrates the proposed project is not financially viable “as is,” and furthermore does not account for (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns, and therefore cannot be approved “as is” based on this reason alone.
3. The applicant’s proposed development plan does not identify or account for additional potential construction-period and long-term actions and costs that would be borne directly by the City of Bellevue to further subsidize construction and operation of the planned subdivision, and therefore is not prudent or suitable to approve “as is.”
4. The applicant’s proposed development plan is not consistent with the current zoning designation and zoning map presented in the current Comprehensive Plan (March 2021), and therefore *by definition* requires a *discretionary rezoning decision* to override current designations and enact a *significant change in zoning* (planned subdivision).
5. The applicant’s selected site for the proposed planned subdivision is not the best alternative that is most consistent with Comprehensive Plan policies, current community character, and best use of the existing conditions of the subject parcel, *(as well as is not the Least*

Environmentally Damaging Practicable Alternative [LEDPA] pursuant to United States Army Corps of Engineers regulations and NEPA guidelines and precedent), and therefore should not (or very likely would not) be approved “as is.”

6. The applicant’s proposed planned subdivision is unanimously opposed by the local affected residents, as well as is surrounded by controversy, and therefore is not prudent to be approved “as is” based on this reason alone.
7. Based on, but not limited to, the foregoing conclusions, City Council approval of Ordinance No. 4068 is likely not an approvable or legally defensible decision, and also raises substantive risk to the City of Bellevue and its officials related to optics, reputation, and unaccounted for actions and costs, including legal defense in the face of potential appeal(s) or lawsuit(s).

Assessment of Proposed Ordinance No. 4068 – Jefferson Place Redevelopment Plan

1) Proper and full accounting of applicant’s Tax Increment Financing (TIF) request “as is”

The applicant’s *Exhibit “B” – Estimated TIF Eligible Civil Site Cost Detail* is incorrect “as is,” as was noted by two City Planning Department representatives (who also voted “No”) and documented in the City Planning Department meeting minutes for the public meeting on the TIF request and Jefferson Place Redevelopment Plan held on November 18, 2021. Therefore, the proposal cannot be approved “as is” based on this reason alone.

In addition, the applicant’s *Exhibit “B” – Estimated TIF Eligible Civil Site Cost Detail* (totaling \$536,048) and estimated TIF uses table (totaling \$860,048) are incomplete “as is,” because they do not account for potential (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns, and therefore cannot be approved “as is” based on this reason alone.

For brevity, the following provides a bulleted list of the potential missing developer costs organized by major topic of concern:

Watershed and Stormwater Resource Due Diligence and Permitting

Based on the well-known drainage and stormwater management (flooding) issues at and adjacent to the site (see Item 5), the following due diligence and permitting efforts likely are required to approve the proposed planned subdivision:

- Watershed Existing Conditions
 - Delineate Existing Sub-Watershed Boundaries, Acreage, and Stormwater Flow Path
 - Calculate Sub-Watershed Stormwater Volume (1-yr, 2-yr, 10-yr, 100-yr Rainfall Events)
 - Evaluate Proposed Stormwater Detention Basin Existing Conditions (drainage problems, including saturation, flooding, and restricted storm water holding capacity)
- Stormwater Management Planning and Permitting
 - Quantify Increased Impervious Surface and Stormwater Runoff Volume
 - Quantify Upstream Watershed Stormwater Runoff, Flooding, and Resulting Reduced Water-holding Capacity of Proposed Stormwater Detention Basin
 - Conduct Percolation Testing of Proposed Stormwater Detention Basin Soils – based on existing soil limitations and potential requirement to import suitable clean fill
 - Stormwater Detention Basin Design (Size Required) for 100-year Flood Event

- Prepare Notice of Intent and Stormwater Pollution Prevention Plan (SWPPP) pursuant to Section 402 of the Clean Water Act – National Pollutant Discharge Elimination System (NPDES) Program

Infrastructure Resource Due Diligence and Permitting

- Construction and Operation Roadway and Access Plans
 - Parking – during construction and permanent impacts during operation
 - Traffic and Public Access – during construction and permanent impacts during operation
 - Emergency Services Access – during construction and permanent impacts during operation
 - Future additional or cumulative efforts and costs required to address indirect project impacts, such as parking nuisance complaints, traffic accidents, traffic controls, and reduced stormwater basin water-holding capacity resulting in roadway flooding
- Public Utility Relocation
 - Due to limited and further reduced City of Bellevue public utility easement, and the logistics of taking two public utilities out of service, relocation of the sanitary sewer and stormwater pipeline must be done sequentially, and prior to planned subdivision site clearing/grading activities – thus requiring temporary stormwater detention basin and E&S controls to be designed and in place prior to site development, and extending the duration and cost of project construction
- Soil Restrictions for Construction and Development
 - Based on numerous soil limitations, a geotechnical study is warranted to determine the composition, strength, and suitability of soils – below the planned excavation depth and at the planned final site grade
 - Should geotechnical study determine native soils are not suitable for construction, foundations, or basements (as reported by the United States Department of Agriculture, Natural Resources Conservation Service [USDA-NRCS] soils data), then additional substantive cost would be required to import suitable clean fill. Such costs include, but are not limited to, research and identification of available clean fill sources, revisions to engineering design, calculation of required clean fill volume/cubic yards, importation the soils, and additional site development (clean fill placement, compaction, foundation excavation, extended construction period and labor costs)
 - Based on USDA-NRCS soils data, the affected soils have “very limited” suitability for dwellings with basements (see Item 5), thus requiring importation of a substantive volume/cubic feet of suitable clean fill or (if constructed without basements) reduce projected unit sale price and project profitability)

Natural Resource Due Diligence and Permitting

Given existing upslope and on-site conditions (see Item 5), including the presence of an existing, highly-incised watershed and drainage feature adjacent to the west side of South Harvell Road, it is possible the proposed development site (particularly the City of Bellevue public utility easement area) contains United States Army Corps of Engineers (USACE) federally-jurisdictional Water of the United States (WOTUS) and requires permits pursuant to Sections 404 and 401 of the Clean Water Act (CWA), which in turn triggers requirements for several additional federal and state permits, including, but not limited to, the following efforts and associated costs:

- Section 404 of the CWA Due Diligence and Permitting
 - Desktop Evaluation of Potential WOTUS
 - Wetland and Waterbody Determination and Delineation (Survey)
 - Assessment of Upstream Federal Nexus (Jurisdiction)
 - Approved Jurisdictional Determination Request to USACE-Omaha District
 - Application for a Section 404 of the Clean Water Act Permit, including:
 - WOTUS Impacts Best Management Practices and Compensatory Mitigation Plan
 - Alternatives Analysis conclusively demonstrating proposed action is the Least Environmentally Damaging Practicable Alternative (LEDPA)
 - Cumulative Impact Analysis
 - Application for Section 401 CWA Permit
- Endangered Species Act Due Diligence and Permitting
 - Federally Protected Plant and Wildlife Species Survey and Habitat Assessment Report
 - Endangered Species Act Consultation and Clearance from USACE and United States Fish and Wildlife Services (USFWS)
 - Bald and Golden Eagle Protection Act Consultation and Clearance from USFWS
 - Migratory Bird Treaty Act (MBTA) Consultation and Clearance from USFWS
 - MBTA Impact Avoidance and Minimization Plan
 - MBTA Permanent Habitat Impact Mitigation (Offset) Plan and Implementation
 - State Protected Species Due Diligence and Permitting
- Section 106 of the National Historic Preservation Act (NHPA) Due Diligence and Permitting
 - Desktop Archival Research of Cultural Resources (Archaeological and Historic Architectural Resources)
 - Phase I Cultural Resource Investigation of Archaeological and Architectural Resources (Survey and Report)
 - Archaeological Resource Impact Assessment and Mitigation Plan
 - Historic Architectural Resource Impact Assessment and Mitigation Plan, including Visual/Aesthetic Impacts on the Historic Landscape (evaluation of existing community character and landscape consisting of single-family housing in forested environment)
 - Section 106 NHPA Consultation and Clearance from the Nebraska State Historic Preservation Office

Therefore, the applicant's *Exhibit "B" – Estimated TIF Eligible Civil Site Cost Detail* (totaling \$536,048) and estimated TIF uses table (totaling \$860,048) are incorrect "as is", and furthermore do not account for (substantially or significantly underestimates) developer costs associated with the numerous overlooked physical site constraints and regulatory compliance issues and concerns noted above, and as such cannot be approved "as is" based on this reason alone.

2) Proper and full accounting and assessment of cumulative redevelopment profitability

Based on the City of Bellevue Memorandum 3.b. dated November 12, 2021, the developer provided specific project development costs and valuations supporting the conclusion that, with approval of eligible and requested TIF costs, the proposed planned subdivision would be financially viable (profitable). However, the applicant's profitability analysis does not "add up," as was noted by two City Planning Department representatives (who also voted "No") and documented in the City Planning

Department meeting minutes for the public meeting on the TIF request and Jefferson Place Redevelopment Plan held on November 18, 2021.

Specifically, the financial viability information provided states that the total cost of the development is \$4,000,000, whereas the combined value (TIF funding and projected unit sale price) of the development totals \$4,010,000 (\$3,150,000 unit sales + ~\$860,000 in TIF). This results in an extremely marginal project profitability (\$10,000 or 0.25%), which raises grave concern regarding the accuracy of the assessment, the ultimate profitability of the project, and the ability of the project to withstand any unforeseen issues or contingencies.

Therefore, the applicant's overall project accounting demonstrates the proposed project is not financially viable "as is," and furthermore does not account for (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns (identified in Item 1), and as such cannot be approved "as is" based on this reason alone.

3) Due diligence consideration of unaccounted costs and risks to the City of Bellevue

As noted in this letter (primarily Items 1 and 4), the applicant's proposed development plan does not identify or account for potential "hidden" costs and risks to the City of Bellevue. These potential actions and costs are primarily driven by the extraordinary effort and cost required to develop a site that, historically and currently, is not suitable for conventional residential development and thereby requires extraordinary effort and costs by the City of Bellevue to further subsidize the project. These potential actions and costs are individually substantive and cumulatively significant, and may include, but are not limited to:

- Federal and state resource due diligence and permitting efforts that may be deferred by the applicant and/or the responsibility of the City of Bellevue, including but not limited to, compliance pursuant to Sections 404 and 401 CWA, Endangered Species Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, Section 106 NHPA, and Section 402 CWA-Stormwater Discharges Associated with Construction Activity (see Item 1).
- Contracting a traffic study and implementing required parking and traffic mitigations on City of Bellevue public roads, potentially including, but not limited to, restricted access, parking meters, reduced speed limits, reconfiguration of the three-way intersection (see Item 5), a traffic light at the three-way intersection, or other traffic controls, and legal defense in the event of traffic accidents resulting from the planned subdivision as approved by the City Council.
- Development and implementation of mitigation plans to accommodate temporary (during construction) interruption of existing stormwater sewer use/capacity in a known flood/drainage hazard area.
- Compensation for potential damages to private and public infrastructure in the event a heavy rainfall event occur during the temporary (during construction) relocation of the existing stormwater sewer system (when the system is out of service), and legal defense of any associated lawsuits.
- Increased cost of City of Bellevue logistics, operations, and maintenance related to the reduced public utility (sanitary sewer and stormwater sewer) easement.

- Development of alternative stormwater management plans to address the permanently reduced acreage and water-holding capacity of the existing City of Bellevue stormwater detention basin (public utility easement area) to prevent increased risk of flooding and impacts to downstream public safety and private and public infrastructure. Alternative plans may require, but not be limited to, design and construction of a larger stormwater detention basin by relocating roads and/or buy-out and demolition of residences, and/or reconstruction of larger-diameter stormwater sewer pipelines and systems.
- Development and implementation of mitigation plans to accommodate temporary (during construction) interruption of public sanitary sewer use and capacity by affected residents upstream of the pipeline relocation, such as providing temporary sanitary sewer (i.e., port-a-potty) access to each individual affected resident.
- Offset of permanent loss of 1.71 acres of mature hardwood forested land (80- to 100-year-old trees) with compensatory mitigation by creating and permanently preserving (via conservation easement) mature forested land of equal function and value at mitigation ration of up to 10:1 to compensate for temporal loss (17.1 acres).
- Legal defense of any overarching lawsuit against the City of Bellevue related to City Council approval of the proposed planned subdivision.

These potential actions and costs are individually substantive, and cumulatively may result in significant cost to the City of Bellevue (and its taxpayers), resulting in the project being not financially viable.

Therefore, the applicant's proposed development plan does not identify or account for additional potential construction-period and long-term actions and costs, that are individually substantive and cumulative significant, that would be borne directly by the City of Bellevue to further subsidize construction and operation of the planned subdivision, and as such it is not prudent or suitable to approve "as is."

4) Consistency with existing zoning

Although clearly obvious, the applicant's proposed development plan is not consistent with the current zoning designation and zoning map presented in the current City of Bellevue Comprehensive Plan (March 2021) (Comprehensive Plan) for the subject parcel. Therefore, the proposed planned subdivision **by definition requires a discretionary rezoning decision** to override current designations and enact a **significant change in zoning classification** (from RD-60-OTO to RD-28-PS [Planned Subdivision]). This is further assessed in Item 5 below.

5) Consistency and compliance with the City of Bellevue Comprehensive Plan (March 2021)

If approved, based on a simple and perfunctory assessment, the applicant's proposed per unit lot size (square footage) for the planned subdivision complies with the proposed rezoning classification (to RD-28-PS [Planned Subdivision]). **However, City Council assessment of compliance with the Comprehensive Plan is in fact an important discretionary decision that requires more careful consideration (beyond simple lot size requirements) of the Comprehensive Plan vision, goals, and land-use plan. This assessment must be balanced with full consideration of best land use alternatives based on existing conditions; the proposed action's impact on the physical, chemical, natural, and cultural resources and the human environment; and full compliance with all applicable regulations.**

Historic and Existing Parcel Land Use Conditions

To carefully assess the proposed planned development's compliance with the Comprehensive Plan, it is fundamentally important to define and assess historic and existing parcel land use conditions.

Historic and Existing Physical Landscape, Land Use, Development and Zoning – The proposed, reportedly 1.71-acre, development parcel appears to have been completely undeveloped since the initial settlement and ultimate founding of the City of Bellevue in the 1800s, and (based on ArcGIS historic aerial photography from 1955 through present), definitively has remained undeveloped since the institution of City of Bellevue zoning regulations in 1965, despite being zoned for residential development (RD-60-OTO). The parcel consists of very steep and undulating terrain to the north (based on GoogleEarth imagery, elevation rises sharply 32 feet [from 1,077 to 1,109 feet over an approximately 180-foot length]) and eventually levels to a somewhat flat plain to the south. The site is further situated at the base of very steep slopes (up to 39 percent) to the east and west and a steep slope to the north (represented by South Harvell Drive), that results in a highly-incised valley (watershed). A highly human-altered drainage is located downslope to the west of Harvell Drive with flow that ultimately drains to the City of Bellevue easement and stormwater drain and continuing stormwater pipeline system. Based on several personal observations and affected resident reports, the easement area frequently floods during heavy rainfall events and constitutes a well-known existing drainage concern for the City of Bellevue and affected residents.

Existing Soil Conditions and Limitations – The site is underlain by two soil types (based on USDA-NRCS Soil Web Survey for Sarpy County) – 9706 (Udorthents-Urban land-Pohocco complex, 0 to 39 percent slopes) underlies approximately 74 percent of the site including the proposed duplex units, and 9720 (Udorthents-Urban land-Pohocco complex, 0 to 16 percent slopes) underlies approximately 26 percent of the site toward the eastern boundary. The USDA-NRCS considers these existing on-site soils to have “very limited” (9706) or “somewhat limited” (9720) capability to support dwellings with basements, as well as “very limited” capability for small commercial buildings (both 9706 and 9720), primarily due to steep slopes and shrink-swell limitations, as well as possess “very poor” drainage capacity.

Existing Cultural Resources and Community Character – The parcel is bounded to the immediate north by an existing City of Bellevue utility easement (public stormwater and sanitary sewer pipelines, maintained lawn) and South Harvell Drive, to the west by Jefferson Street with single-family residences and primarily forested land on steep slopes, to the south by occupied single-family residences along Jefferson Street and Franklin Street with maintained lawns and moderate mature tree cover, and to the east by Franklin Street and two recently condemned duplexes and occupied single-family residences. Based on ArcGIS historic aerial photography, the adjacent single-family residences appear to have been constructed primarily before 1955 and up to 1976, and therefore are between 45 and 66 years of age; note that any structure 50 years of age or older are considered potentially eligible for listing on the National Register of Historic Places and protected pursuant to Section 106 of the NHPA. In general, the site may be aesthetically characterized as a low to moderate density, single-family residential area within a locally steeply sloped and mature forested visual landscape situated within a broader moderately-dense urban environment.

Existing Natural Resources – Vegetation cover consists of mature forest with dense overstory of hardwood tree species (estimated 80 to over 100 years old) with a moderate mid-story canopy of hardwood tree and shrub species and limited herbaceous plants. Given its position at the base of the

South Harvell Drive forested watershed and in the broader landscape across the City of Bellevue, the site is part of a moderately unfragmented (historically residual) forest connected to Fontenelle Forest and the Gifford Farm Wildlife Management Area to the north and east, and therefore represents an important part of a heavily used wildlife habitat and transit corridor to these largely intact forested ecosystems. Based on numerous and daily personal observations and affected resident reports, and based on the site's unique and important juxtaposition in the natural landscape, the entire South Harvell Drive watershed area and proposed site logically are heavily used and transited by wildlife, including white-tailed deer (as evidenced by Deer Warning signs posted at the top and bottom of South Harvell Drive slope), turkey, coyote, red fox, opossum, skunk, racoon, small mammals, and bats, including potential presence of species protected pursuant to the Endangered Species Act; and used as a nesting and foraging habitat by numerous species of hawks, at least three species of owls, and numerous migratory birds protected pursuant to the Migratory Bird Treaty Act of 1918. One of the species potentially present at the site (northern long-eared bat) also is protected as endangered pursuant to the Nebraska Nongame and Endangered Species Conservation Act.

In addition, as researched and reported by the USDA Forest Service (*Urban Forests and Climate Change*, Safford et al.), urban forests offer numerous important benefits, including reducing air and water pollution, increasing water transpiration rates to desynchronize flooding events, increase carbon capture that mitigates climate change "by capturing and storing atmospheric carbon dioxide during photosynthesis, and by influencing energy needs for heating and cooling buildings," and even increase real estate values. Urban forests also serve to "improve physical and mental health, strengthen social connections, and are associated with reduced crime rates. Trees, community gardens, and other green spaces get people outside, helping to foster active living and neighborhood pride."

Consistency with Comprehensive Plan

By its nature, the Comprehensive Plan is intended to be applied as an overarching guidance document, and provides the City Council with clear vision, goals, and land-use planning objectives to be applied to future growth decisions at both individual-decision and cumulative (long-term, City-wide) basis. As a result, application of the Comprehensive Plan is fundamentally intended to ensure planning decisions **optimize the important balance between competing objectives** and seeks to **ensure the best use alternative is selected** at an individual-decision basis and cumulatively over time. Among other principles, the Comprehensive Plan "contains recommendations that promote quality development that is congruent with the vision of the community."

Section 2.2 of the Comprehensive Plan summarizes primary Community Goals that (relevant to the proposed planned subdivision) include transportation corridors, mixed land use, interconnected neighborhoods, diversity of housing, parks and recreation, essential public facilities, preservation of natural resources and open space, economic development, planned commercial and business all-purpose activities, and design consistent with existing community character. Given land is limited and it is impossible for any individual land parcel to simultaneously meet all Community Goals, **it is imperative for the City Council to ensure individual planning decisions select the best use alternative to cumulatively result in optimizing Community Goals across the City of Bellevue.**

The primary purpose of the proposed planned development is to fulfill the need for an increased volume and diversity of housing within the City of Bellevue, and based on conceptual design, appears consistent with the Community Goals of interconnected neighborhoods and economic development. The planned

development is essentially neutral (or not applicable) with regard to the Community Goals of mixed land use, and planned commercial and business all-purpose activities. However, the planned development appears to be wholly inconsistent with the remainder (and majority) of the Community Goals, and, given that the subject parcel is not suitable for conventional single-family residential development (being undeveloped since the 1800s), requires extraordinary effort and cost to be marginally (and likely not) financially viable (profitable).

Regarding primary transportation corridors, although the site is adjacent to South Harvell Drive (a primary transportation corridor), and despite the planned new access road, local access concerns have been raised by local residents regarding increased congestion (parking, traffic) and increased potential for traffic accidents at what is well-known by local residents as a dangerous three-way intersection (South Harvell Drive, Jefferson Street, and 16th Avenue “blind” access point). Given no traffic study has been conducted (or is required by the City Planning Department for conceptual development plans), a traffic study is likely required (at cost to the City of Bellevue) to determine whether the proposed development will require restricted access, parking meters, reduced speed limits, reconfiguration of the three-way intersection, a traffic light at the three-way intersection, or other traffic controls, and associated additional actions and costs to the City of Bellevue. Should a traffic accident occur as a result of City Council approval of the planned subdivision, then legal defense against potential lawsuits may be required.

Regarding essential public facilities, the proposed development will require the relocation, and temporary (during construction) interruption of, existing stormwater sewer use and capacity in a known flood/drainage hazard area, resulting in jeopardy to local residents and the public at large in the event of heavy rainfall events and potential damages that would need to be addressed by the City of Bellevue; as well as public sanitary sewer use and capacity by affected residents upstream of the relocation, resulting in additional actions and costs to the City of Bellevue to provide temporary sanitary sewer use (i.e., port-a-potties) to affected residents.

Furthermore, the proposed development is wholly inconsistent with the Community Goals for providing parks and recreation local to neighborhoods (considering the open space recreational use value of the existing parcel immediately adjacent to single-family residences), preservation of natural resources and open space, and design consistent with existing community character. When assessed in combination, the proposed development supersedes a clear opportunity for the City Council to optimize meeting these Community Goals by acknowledging the obvious historic and existing use of the subject parcel – an undeveloped (since the 1800s) open/green space within a single-family residential community, offering visual/aesthetic, natural resource, wildlife, green space, and recreational functions and values that are wholly consistent with the existing local community character.

In addition (noted previously), the proposed development may require federal and state permitting (USACE Section 404 CWA and associated triggered regulations) that would require an Alternatives Analysis and demonstration that the proposed project is the LEDPA (or best use alternative) for the site.

Furthermore, a decision to approve the proposed development could set a dangerous precedent and serve as a catalyst to support additional blighted/substandard designations and approval of additional planned subdivision developments on adjacent undeveloped parcels stretching northward along both sides of South Harvell Drive. Such a full build-out development scenario would only serve to significantly exacerbate the already present concerns regarding steep slopes, erosion, drainage restrictions, flooding,

infrastructure and public facility damage, access constraints, and traffic congestion and accidents, not to mention resulting in a significant cumulative change in existing local community character.

Selection of Best Use Alternative

Based on the historic and current existing land use of the proposed development site, the best use alternatives that would maintain or result in limited impact on existing community character, would include either a single-family dwelling (without a basement due to soil limitation) with retention of most of the mature forest, or conservation of the existing mature forest vegetation (no development). These alternatives would be in greatest compliance with the Comprehensive Plan, by allowing either a single-family residence consistent with current zoning or proactively optimizing use of the existing unique and important green space into the broader City of Bellevue urban landscape.

Conversely, given the significant and severe site limitations and constraints (i.e., full vegetation clearing, steep topography, extensive grading/spoil removal, retention wall, utility relocation, new roadway due to access restrictions, soil limitations for dwellings with basements, drainage / flooding, stormwater management on poorly drained soils), extraordinary effort and cost required to “force a square peg in a round hole,” and the requirement for almost \$1M in TIF subsidies to achieve a marginally (or likely not) profitable development, the proposed planned subdivision does not represent the best use alternative, or a “common sense” decision, for the subject site.

Conclusions

Therefore, the applicant’s selected site for the proposed planned subdivision is not the best alternative that is most consistent with Comprehensive Plan objectives (Community Goals), current community character, and best use of the existing conditions of the subject parcel, and therefore should not be approved “as is.”

In addition, if applicable, the applicant’s selected site is not the LEDPA (best use alternative) pursuant to USACE regulations and NEPA guidelines and precedent, and therefore very likely would not be approved “as is.”

6) Affected landowner sentiment

As documented in the City Planning Department meeting minutes for the public meeting on the TIF request and Jefferson Place Redevelopment Plan held on November 18, 2021, all local affected residents in attendance – those directly abutting and/or adjacent to the proposed development parcel and/or within the area designated as blighted and substandard – oppose the proposed planned subdivision. The local affected residents enumerated many meaningful and material issues and concerns, including but not limited to, drainage, stormwater management, flooding, parking, traffic, access, accidents, construction noise and other disturbances, inconsistency with community character, and permanent loss of greenspace, forest, and wildlife.

Therefore, the applicant’s proposed planned subdivision is unanimously opposed by the local affected residents for numerous meaningful and material reasons, as well as is surrounded by controversy, and is not prudent to be approved “as is” based on this reason alone.

Conclusions

In conclusion, based on the foregoing analysis, the applicant's proposed development plan (Ordinance No. 4068) incorrectly assesses TIF costs and requirements, is not financially viable "as is," does not represent best compliance with the City of Bellevue Comprehensive Plan, presents concerns for unaccounted for actions and costs to the City of Bellevue (and its taxpayers) to further subsidize the project, and overall does not pass the "common sense" test. Combined with the unanimous opposition by the local affected residents and controversy surrounding this action, City Council approval of Ordinance No. 4068 is likely not a legally defensible decision, and raises substantive risk to the City of Bellevue and its officials related to optics, reputation, and unaccounted for actions and costs, including potentially legal defense in the face of appeal(s).

Due to, but not limited to, these reasoned conclusions, and as a City of Bellevue property owner, taxpayer, and registered voter, I oppose the proposed development plan (Ordinance No. 4068) and strongly encourage the City Council to deny approval of this ordinance.

Requests for Public Information

Based on the foregoing, and prior to the City Council's final vote on the subject Ordinance No. 4068, I respectfully request that the City Council either request from the applicant or provide directly (as noted below), and make available to the public, the following information:

- A plan and profile drawing depicting the current and conceptual proposed final grade and elevations of the proposed planned subdivision (typically referred to as a cut-and-fill drawing), including calculated volume of native materials to be "cut"/removed and imported "clean fill" materials;
- Adequately detailed backup of the applicant's estimated TIF request (approximately \$536K cost estimate table – *Exhibit "B"*) and total TIF-eligible costs (approximately \$860K estimate);
- A breakdown and adequate backup of the estimated \$4M project development cost;
- A cost estimate sensitivity analysis (+/- \$USD) and adequate support of the contingency funding of 5% (reported in Exhibit "B");
- An adequate assessment of financial risk and contingency cost, based on the sheer number of potentially unaccounted for significant development and operation issues enumerated herein, including risk profile or description, likelihood of occurrence, and associated increase in contingency cost on a line item and cumulative project basis;
- Conclusive demonstration that proposed project is fundamentally and *robustly (not marginally)* financially viable (without consideration of additional actions and costs to the City of Bellevue to further subsidize the project, as noted herein and below);
- Subsequent revision to the applicant's Exhibit "C" – Cost Benefit Analysis (Pursuant to Neb. Rev. Stat. Section 18-2113) to account for the above-noted revised financial assessment; and
- Independent assessment by the City Council and officials of unaccounted additional actions and costs that would be borne by the City of Bellevue (and its taxpayers) and required to further subsidize the proposed project development.

If Approved by City Council

In the event the proposed development is approved, I would appreciate the opportunity to work with the City Council and officials to ensure design and implementation of best management practices to avoid, minimize, and mitigate (offset) temporary construction and permanent operation impacts to infrastructure, watershed, natural, and cultural resources that will result from the proposed Planned Subdivision. This includes, but is not limited to, compensatory mitigation to offset the permanent loss of 1.71 acres of greenspace (mature forested land with high-quality functions and values) within Olde Towne with the creation and conservation of an equivalent acreage, function, and (and further accounting for an 80- to 100-year temporal loss of functions and values with an applicable mitigation ratio) of forested land on existing City property.

I respectfully appreciate in advance your careful review and consideration of this high-level assessment as part of your analysis whether to approve or deny the subject planned subdivision.

Sincerely,

A handwritten signature in blue ink that reads "Stephen A. Compton". The signature is fluid and cursive, with a large loop at the end of the last name.

Stephen A. Compton
802 Kohl Road
Bellevue, NE 68005
steve.compton@tetrattech.com

Susan Kluthe

From: Carol Tschampl-Diesing <c.tschampl_diesing@yahoo.com>
Sent: Tuesday, December 21, 2021 3:00 AM
To: Susan Kluthe
Subject: letter for 12/21/21 planning mtg

RECEIVED
DEC 21 2021
CITY CLERK

Dear Ms. Kluthe,

We are unable to attend the Planning Commission meeting on December 21, 2021, but respectfully request that our letter regarding the proposed Jefferson Place addition be given to each City Council member AND read aloud for public consideration at the hearing. Thank you.

We are deeply opposed to the proposed Jefferson Place addition project for multiple reasons.

1. One of the most charming aspects of Olde Towne Bellevue that greets people as they near the downtown area is the beautiful tree-lined street along Harvel Dr. The proposed plan by Mercury Property Management would essentially wipe out the entire area of trees, thus eliminating the inviting charm that Olde Towne has long been known for. If the goal of the city is to attract more businesses and visitors to the downtown area, then removing green space that makes our town more beautiful and inviting is not an effective method of accomplishing that goal.

In addition, if this proposed project were to be pushed through, wiping out the green space and replacing it with multiple town homes would also eliminate the wildlife habitat that exists in that area, thus eliminating another charming aspect of the Olde Towne area.

2. We are gravely concerned about the lack of safety that would be created by the increased traffic in and around the proposed addition site, as well as concerns about the potential strain and disruption in service this development could place on the existing sewer, water, and electric lines. Cramming that many additional housing units in that small of an area is a recipe for disaster.

3. None, we repeat, NONE of us current residents in the area of the proposed project are in favor of the development. We chose to live in this area of Bellevue for the peace, calm, quiet, tranquility, and beautiful nature (which includes the vegetation and many species of wildlife living and traveling through that area).

4. We are concerned about the lack of ethics and transparency that Mayor Rusty Hike as shown so far through the process of pushing through this development project. His real estate business has already received financial gain through the sale of the proposed development site to Mercury Property Management. Future financial gain exists for the mayor and his real estate business via the potential opportunity to sell the new town homes, should they be built. The mayor has shown a lack of ethics to us personally when he refused to read our letter of opposition to having our neighborhood declared blighted and substandard via a vote by the city council, resulting in our letter NOT being placed into public record and NOT being shared with the concerned citizens at the meeting that night. In an email to us from Mayor Hike dated October 17, 2021, he promised us that he would share our letter and have it placed in public record. The recording of the October 19th city council meeting, available on YouTube, clearly shows that the mayor did not have our letter read and placed in public record. This makes us wonder what else the mayor may be covering up in order to push through this project of the Jefferson Place addition.

For these reasons and all of the reasons that will be presented by our neighbors, we are greatly opposed to this proposed development project and respectfully request that everyone voting on this project vote against it. We implore all of you, please VOTE NO to this project!

Thank you for giving our concerns your serious consideration.

Sincerely,
Mr. and Mrs. Roger and Carol Tschampl-Diesing



Carol Lee Tschampl-Diesing
PhD Candidate - Communication Studies
University of Nebraska-Lincoln

Susan Kluthe

RECEIVED

DEC 21 2021

CITY CLERK

From: Jessica Conkey <mamacrochets@gmail.com>
Sent: Tuesday, December 21, 2021 12:11 PM
To: Susan Kluthe
Subject: Fwd: A Message to the Planning Commission for the meeting on 11/18/21
Attachments: 101_1741.JPG; 101_1723(sat).jpg; 101_1909.JPG; 101_1728(satg).jpg; 101_1745.JPG; DSC_0056.JPG; Untitled.jpg

Susan,

Below is my written out disapproval of the proposed townhomes for Jefferson Place. I cannot attend tonight's meeting, so I ask that my email be read aloud and, if possible, the pictures attached be printed and passed around to the city council members. Thank you very much.

To the members of the City Council:

My name is Jessica Conkey and I am a resident on the now-blighted block between Franklin and Jefferson Streets. My husband has been attending the meetings for our family, but I wanted to add my thoughts to the matter as well. Even though this will probably be a lengthy email, I hope you all take the time to listen to and read it and consider my thoughts on the matter.

First of all, I was surprised by the picture used to represent our house in the "blighted" evidence. If it wasn't said during the previous meetings discussing the area and the blight therein, the photos, especially of our house, were misleading. The picture, which showed a damaged gutter in the top left corner of our house and a damaged satellite dish on the ground, was taken shortly after the worst storm I've been in since moving to Nebraska. And that's saying a lot from someone who was raised in Florida and experienced yearly hurricanes. We were lucky that the dented gutter was the worst of our damage because I know there were other homes that received much worse damage. So, to see that damage used as evidence of blight for our home and property was frustrating to say the least. If the developers were willing to be deceptive about small things like pictures of the houses and structures on the block, it makes me wonder what else they would do to get what they want.

As for the proposed townhouses in the wooded area to the north of our block, I am opposed to construction of anything in that area for multiple reasons. I am in support of building up our beautiful city and bringing money into Old Towne, but not at the cost of turning our small town into some faux "big city" block. One of the best things about our area of town is that it's got that old school neighborhood vibe with a dash of Main Street USA. I would hate to see our small town built up just for the sake of cramming as many residents into an area to bring in more revenue.

The small wooded area that will be demolished to make way for multiple townhouses is an important oasis of nature in a desert of residential buildings. There are multiple animals that use that area for safe passage, foraging, and shelter. Tearing down the woods and building there will take that away from them. As well as providing for the animals, the wooded area also serves, for my family at least, as a place of learning (see attached). I am a homeschooling mom and it's nice to have a place in nature right outside my back door where I can take my children and teach them about biology, botany, and other subjects. I don't have to drive miles to a trail park or spend money at the zoo or state park if I want to have a hands-on lesson about the natural world. Even when we aren't exploring, nature tends to come to us in the form of deer, rabbits, and wild turkey walking the alleyway or grazing in our yard. If the wooded area is destroyed to make way for townhouses, the educational opportunities will disappear as well.

Aside from the benefits to local wildlife and the opportunities the wooded area allows for my children's education, it is also an area of natural beauty. Sitting in my backyard, the copse of trees and small neighborhood feel is relaxing. Picturing a block of houses all stuck together where the wooded area is now creates a jarring effect. It is the same way I

now feel about the area next to Washington Park where a small wooded area was recently demolished. Something is being built on that plot now, but the flow from the park to small woods to small businesses was a visually appealing transition. The same transition can be found coming down Harvell, as you go from the open area with the high school, houses, and apartment building into a wooded area on either side of the street before transitioning into the neighborhoods on Franklin. It's like a secret passage into another world. Coming down the hill and just seeing rows of buildings and a parking area with cars would interrupt that quiet, relaxing feel that the wooded road creates.

Putting aside aesthetics, another concern is the added traffic the townhouses will create in that small area. This is not just one or two houses to be built on that land. There are at least ten proposed townhouses in the site plans for the current wooded area. How does that affect the neighbors closest to that property? How will it affect the already busy main street of Franklin, especially with the addition of more businesses on the other end by Mission Ave? And how will it affect the properties along Jefferson if a connection is made from the top of the hill to the bottom?

Lastly, I would like to state again that I encourage bringing revenue into our beautiful small town. I may have only lived in this area for eight years, but it has been a fantastic eight years and I love this city like I've been here all my life. That's why I don't want to see it turn into a gaudy, crowded "big city" bereft of natural beauty and small-town charm. Building these townhouses will only be the start and before we know it, the whole of Franklin Street could just be rows of apartment boxes and glued together houses with barely a yard to play in and no semblance of privacy. The best thing about Bellevue is that it's NOT Omaha or Lincoln or any other bigger city and I would hate to lose that about our town in favor of cookie-cutter box houses crammed together in what once was a beautiful wooded area.

My apologies for the length of this email, but our neighborhood and our town are something I am passionate about protecting. It is a wonderful place and I have enjoyed raising my family here. Please reconsider the plans for building in the wooded area and keep it as it is. A small oasis of natural beauty in the heart of Nebraska's oldest town.

Thank you for your time,

Jessica Conkey
1706 Franklin Street
(402) 594-5999
mamacrochets@gmail.com

RECEIVED
NOV 15 2021

PLANNING DEPT.

SURVEY NO: 00000001
DRAWN: RDM
DATE: 10/20/21
11/05/21
11/05/21

JEFFERSON PLACE ADDITION
BELLEVUE, NEBRASKA
SUBDIVISION PLAT

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
Bellevue, NE 68123 (402) 291-6100

PROJECT NO:
JEFFERSON PLACE
ADDITION PLAT 2

JEFFERSON PLACE ADDITION

LOTS 1 THRU 10 and OUTLOT "A"
BEING A REPLAT OF LOTS 1 THRU 6 AND PART OF 7 THRU 11 LYING SOUTH AND WEST
OF HARVELL DRIVE, IN BLOCK 170 CITY OF BELLEVUE TOGETHER WITH VACATED
PORTIONS OF STREETS, AVENUES AND ALLEYS ABUTTING THEREOF, EXCEPTING THE
SOUTH 20.0 FEET OF LOT 11, BLOCK 170.
NE 1/4 SEC. 36, T14N, R13E, 6th P.M.
SARPY COUNTY, NEBRASKA

SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN "JEFFERSON PLACE ADDITION", BEING A REPLAT OF LOTS 1 THRU 6 AND PART OF 7 THRU 11A, BLOCK 170 LYING SOUTHWEST OF HARVELL DRIVE, TOGETHER WITH ALL VACATED STREETS, AVENUES AND ALLEYS, EXCEPT THE SOUTH 20.0 FEET OF LOT 11, BLOCK 170, LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 36, 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 LOT 6, BLOCK 170, THENCE S87°28'24"E, 160.51 FEET ALONG THE SOUTH RIGHT-OF-WAY OF 16TH AVENUE TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF HARVELL DRIVE, THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY OF HARVELL DRIVE ALONG THE FOLLOWING TWO COURSES: 1.) 54°39'36"E, 144.56 FEET TO A CURVE TO THE RIGHT RADIUS 175.00 FEET, ARC 134.21 FEET, CHORD BEARING S19°00'30"E, 130.94 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11A, BLOCK 170, THENCE N87°25'19"W, 163.77 FEET, THENCE S02°48'15"W, 115.90 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE-HALF OF VACATED 17TH AVENUE, THENCE N87°28'24"W, 145.81 FEET ALONG THE CENTERLINE OF VACATED 17TH AVENUE TO A POINT ON THE EAST RIGHT-OF-WAY OF JEFFERSON STREET, THENCE N02°57'20"E, 343.03 FEET TO THE POINT OF BEGINNING, DESCRIBED TRACT CONTAINS 74,838 SQUARE FEET MORE OR LESS.

DATE _____
RONALD D. HILL NEBRASKA L.S. NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, MERCURY PROPERTIES MANAGEMENT, INC., BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "JEFFERSON PLACE ADDITION", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A TELECOMMUNICATION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO ERECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CROSS ARMS, DOWN GUYS, 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 TELECOMMUNICATION SYSTEM IN THE AREA TO BE SUBDIVIDED, THROUGH, UNDER AND ACROSS A EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING ALL PERIMETER SUBDIVISION BOUNDARY LINES, NO PERMANENT BUILDINGS, TREES, RETAINING WALL OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THEN OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS HERIN GRANTED. IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS THIS _____ DAY OF _____ 20____.

MERCURY PROPERTY MANAGEMENT, INC.
BY JEFFREY GEHRING
PRESIDENT

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SARPY } SS

ON THIS _____ DAY OF _____ 20____ BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JEFFREY GEHRING, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME APPEARS ON THIS PLAT AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

DATE _____
NOTARY PUBLIC

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF "JEFFERSON PLACE ADDITION" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____ 20____.

CHAIRPERSON
BELLEVUE PLANNING COMMISSION

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF "JEFFERSON PLACE ADDITION" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____ 20____. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: _____
CITY CLERK MAYOR

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF "JEFFERSON PLACE ADDITION" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____ 20____.

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 _____
BLOCK _____
SARPY COUNTY TREASURER

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
01/18/2022

COUNCIL MEETING DATE: 12/07/2021	SUBMITTED BY: Councilwoman Welch		
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Ordinance No. 4069 to amend Article VII, Chapter 12 of the Bellevue Municipal Code by Amending Section 12-172 and adding new Section 12-176 regarding outdoor fireplace permitting requirements

SYNOPSIS/BACKGROUND:

This ordinance is being introduced to update certain portions of the Definitions section of Section 12-172 to reflect the most current International Fire Code sections and to add new Section 12-176 to better reflect the permitting requirements and process of obtaining a permit for an outdoor fireplace.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance No. 4069 to amend Article VII, Chapter 12 of the Bellevue Municipal Code by Amending Section 12-172 and adding new Section 12-176.

ATTACHMENTS:

1. 2. 3.

4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Angela Mathes
[Signature]

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE VII, CHAPTER 12, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 12-172 AND ADDING NEW SECTION 12-176 REGARDING OUTDOOR FIREPLACE PERMITTING REQUIREMENTS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Section 12-172 of Chapter 12, Article VII of the Bellevue Municipal Code is hereby amended to read as follows:

Section §12-172 DEFINITIONS

For the purposes of section [12-172](#) to section 12-179, the following definitions shall apply:

RECREATIONAL FIRE. As defined in section 302.4.2.1 of the 2021~~06~~ International Fire Code and shall be permitted only at designated campground areas of Haworth Park, unless a permit is obtained pursuant to section 12-174.

OUTDOOR FIREPLACE. Outdoor fireplaces shall include fire pits, portable fire pits, and chimeneas. These residential outdoor fireplaces use wood as a fuel and are used for containing recreational fires located at a private residence for the purpose of outdoor cooking and personal enjoyment. The term “outdoor fireplaces” does not include barbeque grills that use propane or charcoal as a fuel and are used primarily for outdoor cooking.

PORTABLE FIRE PITS. Commercially designed devices intended to confine and control outdoor wood fires.

CHIMENEAS. Outdoor patio fireplaces, usually made from clay, intended to confine and control outdoor wood fires.

FIRE PITS. Devices usually constructed of steel, concrete and/or stone, and constructed above ground with a heavy steel screen cover. ~~All outdoor fireplaces shall meet the following requirements:~~

~~(1) Clearances. A minimum ten-foot clearance shall be maintained between the outdoor fireplace and combustible structure or materials such as walls, roofs, fences, decks, woodpiles, and other combustible material.~~

~~(2) Construction. Outdoor fireplaces shall be constructed of concrete or approved non-combustible materials. The fire fuel area and openings shall be completely enclosed by a steel screening (spark guard) or an approved non-combustible screening material with openings no greater than one-half inch square. Vent stacks, chimneys, and chimeneas shall have a steel screen cover made of heavy wire mesh or other non-combustible material with openings no larger than one-half inch square. Not permitted are barrels, half-barrels, drums or similar constructed devices.~~

~~(3) Size. The fuel area for a fire pit shall not be larger than three feet in diameter and a height of more than two feet.~~

~~———— (4) *Location.* Outdoor fireplaces shall be placed on a stable, non-combustible surface such as a concrete pad and only at grade level. Outdoor fireplaces shall not be located on combustible balconies or decks and shall not be located under any combustible balcony or any overhanging portion of a structure.~~

~~———— (5) *Type of materials being burnt.* Materials allowed by this section shall be limited to untreated wood or approved fireplace starter logs. Petroleum products, rubbish, grass, leaves, cardboard, plastics, rubber or any material that may flow out of the containment or cause excessive heat, smoke, or offensive smell shall not be permitted.~~

~~———— (6) *Amount of materials being burnt.* Users must:~~

~~———— (a) Limit the amount of material being burnt to ensure the flames are confined inside the fuel area of the outdoor fireplace and the flames do not extend above the pit or into the chimney; and~~

~~———— (b) Follow the manufacturer's recommendation on the maximum amount of fuel to be used at one time with spark guard in place.~~

~~———— (7) *Supervision.* Outdoor fireplaces shall be under constant supervision by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished and embers are cooled so as to prohibit the fire from rekindling.~~

~~———— (8) *Provisions for protection.* A garden hose connected to a water supply or other approved fire extinguishing equipment shall be readily available for use.~~

~~———— (9) *Maintenance.* The owner is responsible to ensure proper maintenance and care is accomplished in accordance with manufacturer's instructions. At the minimum, the outdoor fireplace will be checked regularly for the appearance of cracks and other physical deterioration or loose parts.~~

~~———— (10) *Discontinuance.* Smoke from any outdoor fireplace shall not create a nuisance for neighboring property owners. The fire shall be extinguished immediately upon the complaint of the neighboring property owner of any smoke nuisance. The fire chief or an authorized representative has the authority to require outdoor fireplace use to be immediately discontinued if such use is determined to constitute a hazardous or nuisance condition to occupants of surrounding property.~~

~~———— (11) *Building permit.* For a fire pit, a site plan showing the location of the fire pit on the property and a detailed drawing of the construction of the fire pit shall be submitted to the Permits and Inspections Department of the City for review. A building permit will be issued based on approved plans. A building permit is not required for portable fire pits or chimeneas, provided they are commercially designed and have been approved by an independent testing laboratory.~~

Section 2. That Section 12-176 of Chapter 12, Article VII of the Bellevue Municipal Code is hereby added to read as follows:

Section §12-176 OUTDOOR FIREPLACES; WHEN PERMITTED

All outdoor fireplaces shall meet the following requirements:

(1) *Clearances.* A minimum fifteen (15) feet clearance shall be maintained between the outdoor fireplace and combustible structure or materials such as walls, roofs, fences, decks, woodpiles, and other combustible material.

(2) *Construction.* Outdoor fireplaces shall be constructed of concrete or approved non-combustible materials. The fire fuel area and openings shall be completely enclosed by a steel screening (spark guard) or an approved non-combustible screening material with openings no greater than one-half inch square. Vent stacks, chimneys, and chimeneas shall have a steel screen cover made of heavy wire mesh or other non-combustible material with openings no larger than one-half inch square. Not permitted are barrels, half-barrels, drums or similar constructed devices.

(3) *Size.* The fuel area for an outdoor fireplace shall not be larger than three feet in diameter and a height of more than two feet.

(4) *Location.* Outdoor fireplaces shall be placed on a stable, non-combustible surface such as a concrete pad and only at grade level. Outdoor fireplaces shall not be located on combustible balconies or decks and shall not be located under any combustible balcony or any overhanging portion of a structure.

(5) *Type of materials being burnt.* Materials allowed by this section shall be limited to untreated wood or approved fireplace starter logs. Petroleum products, rubbish, grass, leaves, cardboard, plastics, rubber or any material that may flow out of the containment or cause excessive heat, smoke, or offensive smell shall not be permitted.

(6) *Amount of materials being burnt.* Users must:

(a) Limit the amount of material being burnt to ensure the flames are confined inside the fuel area of the outdoor fireplace and the flames do not extend above the pit or into the chimney; and

(b) Follow the manufacturer's recommendation on the maximum amount of fuel to be used at one time with spark guard in place.

(7) *Supervision.* Outdoor fireplaces shall be under constant supervision by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished, and embers are cooled so as to prohibit the fire from rekindling.

(8) *Provisions for protection.* A garden hose connected to a water supply or other approved fire extinguishing equipment shall be readily available for use.

(9) *Maintenance.* The owner is responsible to ensure proper maintenance and care is accomplished in accordance with manufacturer's instructions. At the minimum, the outdoor fireplace will be checked regularly for the appearance of cracks and other physical deterioration or loose parts.

(10) *Discontinuance.* Smoke from any outdoor fireplace shall not create a nuisance for neighboring property owners. The fire shall be extinguished immediately upon the complaint of the neighboring property owner of any smoke nuisance. The fire chief or an authorized representative has the authority to require outdoor fireplace use to be immediately discontinued if such use is determined to constitute a hazardous or nuisance condition to occupants of surrounding property.

(11) *Building permit.* A mechanical permit is required for any outdoor fireplace that will be connected to a permanent gas line. For any outdoor fireplace that will be connected to a permanent gas line, a site plan showing the location of the outdoor fireplace on the property and a detailed drawing of the construction of the outdoor fireplace shall be submitted to the Permits and Inspections Department of the City for review. A mechanical permit will be issued based on approved plans. A mechanical permit is not required for portable fire pits or chimeneas, provided they are commercially designed and have been approved by an independent testing laboratory.

Section 3. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

ADOPTED by the Mayor and City Council this ____ day of _____ 2021.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE VII, CHAPTER 12, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 12-172 AND ADDING NEW SECTION 12-176 REGARDING OUTDOOR FIREPLACE PERMITTING REQUIREMENTS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Section 12-172 of Chapter 12, Article VII of the Bellevue Municipal Code is hereby amended to read as follows:

Section §12-172 DEFINITIONS

For the purposes of section 12-172 to section 12-179, the following definitions shall apply:

RECREATIONAL FIRE. As defined in section 302.4.2 of the 2021 International Fire Code and shall be permitted only at designated campground areas of Haworth Park, unless a permit is obtained pursuant to section 12-174.

OUTDOOR FIREPLACE. Outdoor fireplaces shall include fire pits, portable fire pits, and chimeneas. These residential outdoor fireplaces use wood as a fuel and are used for containing recreational fires located at a private residence for the purpose of outdoor cooking and personal enjoyment. The term “outdoor fireplaces” does not include barbeque grills that use propane or charcoal as a fuel and are used primarily for outdoor cooking.

PORTABLE FIRE PITS. Commercially designed devices intended to confine and control outdoor wood fires.

CHIMENEAS. Outdoor patio fireplaces, usually made from clay, intended to confine and control outdoor wood fires.

FIRE PITS. Devices usually constructed of steel, concrete and/or stone, and constructed above ground with a heavy steel screen cover.

Section 2. That Section 12-176 of Chapter 12, Article VII of the Bellevue Municipal Code is hereby added to read as follows:

Section §12-176 OUTDOOR FIREPLACES; WHEN PERMITTED

All outdoor fireplaces shall meet the following requirements:

(1) *Clearances.* A minimum fifteen (15) feet clearance shall be maintained between the outdoor fireplace and combustible structure or materials such as walls, roofs, fences, decks, woodpiles, and other combustible material.

(2) *Construction.* Outdoor fireplaces shall be constructed of concrete or approved non-combustible materials. The fire fuel area and openings shall be completely enclosed by a steel screening (spark guard) or an approved non-combustible screening material with openings no

greater than one-half inch square. Vent stacks, chimneys, and chimeneas shall have a steel screen cover made of heavy wire mesh or other non-combustible material with openings no larger than one-half inch square. Not permitted are barrels, half-barrels, drums or similar constructed devices.

(3) *Size.* The fuel area for an outdoor fireplace shall not be larger than three feet in diameter and a height of more than two feet.

(4) *Location.* Outdoor fireplaces shall be placed on a stable, non-combustible surface such as a concrete pad and only at grade level. Outdoor fireplaces shall not be located on combustible balconies or decks and shall not be located under any combustible balcony or any overhanging portion of a structure.

(5) *Type of materials being burnt.* Materials allowed by this section shall be limited to untreated wood or approved fireplace starter logs. Petroleum products, rubbish, grass, leaves, cardboard, plastics, rubber or any material that may flow out of the containment or cause excessive heat, smoke, or offensive smell shall not be permitted.

(6) *Amount of materials being burnt.* Users must:

(a) Limit the amount of material being burnt to ensure the flames are confined inside the fuel area of the outdoor fireplace and the flames do not extend above the pit or into the chimney; and

(b) Follow the manufacturer's recommendation on the maximum amount of fuel to be used at one time with spark guard in place.

(7) *Supervision.* Outdoor fireplaces shall be under constant supervision by at least one responsible person of age 18 or older from the ignition of the fire until the fire is completely extinguished, and embers are cooled so as to prohibit the fire from rekindling.

(8) *Provisions for protection.* A garden hose connected to a water supply or other approved fire extinguishing equipment shall be readily available for use.

(9) *Maintenance.* The owner is responsible to ensure proper maintenance and care is accomplished in accordance with manufacturer's instructions. At the minimum, the outdoor fireplace will be checked regularly for the appearance of cracks and other physical deterioration or loose parts.

(10) *Discontinuance.* Smoke from any outdoor fireplace shall not create a nuisance for neighboring property owners. The fire shall be extinguished immediately upon the complaint of the neighboring property owner of any smoke nuisance. The fire chief or an authorized representative has the authority to require outdoor fireplace use to be immediately discontinued if such use is determined to constitute a hazardous or nuisance condition to occupants of surrounding property.

(11) *Building permit.* A mechanical permit is required for any outdoor fireplace that will be connected to a permanent gas line. For any outdoor fireplace that will be connected to a permanent gas line, a site plan showing the location of the outdoor fireplace on the property and a detailed drawing of the construction of the outdoor fireplace shall be submitted to the Permits and Inspections Department of the City for review. A mechanical permit will be issued based on

approved plans. A mechanical permit is not required for portable fire pits or chimeneas, provided they are commercially designed and have been approved by an independent testing laboratory.

Section 3. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

ADOPTED by the Mayor and City Council this ____ day of _____ 2021.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11c.
01/18/2022

COUNCIL MEETING DATE: 12/07/2021	SUBMITTED BY: Legal	Administration
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

An ordinance to approve the sale and conveyance of approximately 24.85 acres of property to Redwood USA LLC.

SYNOPSIS/BACKGROUND:

The City Council previously approved a LOI regarding the intent of Redwood USA LLC to purchase property located at Lot 4 Daniell's Farm Addition and Lot 5 Daniell's Farm Addition. The parties now desire to enter into a Purchase Agreement for the sale of said property for the price of \$30,000 per usable acre as further described in the attached ordinance and purchase agreement. The final determination for the sale price will be determined after a survey is completed as outlined in the ordinance and purchase agreement.

FISCAL IMPACT: ~ + 720,000 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Ordinance 4070 and authorize the mayor to sign the Purchase Agreement.

ATTACHMENTS:

- | | | |
|-------------------|-----------------------|----|
| 1. Ordinance 4070 | 2. Purchase Agreement | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Byler Roen
[Signature]

ORDINANCE NO. 4070

AN ORDINANCE TO APPROVE THE SALE AND CONVEYANCE OF APPROXIMATELY 24.85 ACRES OF CITY PROPERTY TO REDWOOD USA LLC, AN OHIO LIMITED LIABILITY COMPANY.

WHEREAS, the City of Bellevue owns the land described in the attached Purchase Agreement, consisting of approximately 24.85 acres total, located in the City of Bellevue in Sarpy County, Nebraska; and

WHEREAS, Redwood USA, LLC, an Ohio Limited Liability Company, desires to purchase from the City the above-described approximately 24.85 acres of City-owned land for development purposes; and

WHEREAS, the City is not currently utilizing said land, and has not identified any reasonably foreseeable use for said land; and

WHEREAS, Neb. Rev. Stat. § 16-202 grants to the City of Bellevue the power to sell and convey any real estate owned by the City by ordinance directing the sale or conveyance of such real estate and the manner and terms thereof; and

WHEREAS, the City deems it to be in the best interest of the City to sell and convey the above-described 24.85 acres more or less to Redwood USA, LLC for the price of Thirty Thousand and 00/100 Dollars (\$30,000.00) per usable acre times the number of acres determined by a survey as provided for in the Purchase Agreement; and

THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BELLEVUE as follows:

Section 1. That the real estate described on Page One (1) of the Purchase Agreement attached hereto shall be sold and conveyed to Redwood USA, LLC, an Ohio Limited Liability Company.

Section 2. That the Mayor is hereby authorized to execute on behalf of the City of Bellevue the Purchase Agreement attached hereto.

Section 3. That upon compliance with the requirements for publication and remonstrance period, the Mayor is hereby authorized to execute on behalf of the City of Bellevue all written documents, including the General Warranty Deed referenced on Paragraph Four (4) of the Purchase Agreement, necessary to carry into full force and effect the terms and intent of this Ordinance.

Section 4. Effective Date and Publication. That this Ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate within fifteen (15) days of the passage of this ordinance by the City Council the publishing of this ordinance for at least one (1) week in a newspaper in or of general circulation within the City of Bellevue.

Section 5. Additional Publication and Remonstrance. That notice of this conveyance and the terms thereof shall be published for three consecutive weeks in a legal newspaper published in or of general circulation in the City immediately after the passage and publication of such ordinance. If within thirty days after the passage and publication of this ordinance a remonstrance against such sale is signed by registered voters of the City equal to thirty percent of the registered voters of the city voting at the last regular municipal election held therein and is filed with the governing body of the City, the property shall not then, nor within one year thereafter, be sold.

ADOPTED by the Mayor and City Council this ____ day of _____ 2021.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

Purchase Agreement
Attached to Ordinance 4070

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (“Agreement”) is made effective as of _____, 2021 (“Effective Date”), by and between **CITY OF BELLEVUE**, a municipal corporation (“Seller”), with an address of _____, and **REDWOOD USA LLC**, an Ohio limited liability company, or its nominee (“Buyer”), with an address of 7007 E. Pleasant Valley Road, Independence, Ohio 44131.

Seller is the owner of certain real property located southwest of the intersection of South 36th Street and Granada Parkway near the City of Bellevue, in the County of Sarpy and State of Nebraska, which is known as Permanent Parcel Numbers 011592933 and 011592932, collectively consisting of approximately 24.85 acres, which property is described and/or depicted on Exhibit “A” attached hereto and made a part hereof (the “Property”).

1. PURCHASE

Seller agrees to sell and Buyer agrees to purchase from Seller the Property, together with all improvements thereon, and licenses, permits, appurtenant rights, privileges and easements, including, without limitation, the right to any and all utility easements, including but not limited to easements for storm water drainage, water, sanitary sewer, electrical, natural gas or telephone service and all plans, specifications, approvals and permits relating to the Property.

2. PURCHASE PRICE

Buyer shall pay at Closing (hereinafter defined) as the purchase price for the Property an amount equal to \$30,000.00 per usable acre (“Purchase Price”). The total usable acreage (“Usable Acreage”) is to be verified by a survey and a final site plan which has been approved by all applicable governmental authorities. “Usable Acreage” shall not include portions of land subject to the right-of-way of a public road, wetlands, floodplain property or contaminated soil deemed unbuildable for residential use, as such acres are determined by Buyer’s environmental and other consultants.

3. DEPOSIT IN ESCROW

Within five (5) business days after the Effective Date, Buyer shall deposit with the Escrow Agent (hereinafter defined) the sum of \$10,000.00 as earnest money (“Earnest Money”), which shall be applied against the Purchase Price. The Earnest Money shall remain refundable to Buyer, at Buyer’s sole and absolute discretion, until the expiration of the Due Diligence Period (defined herein), as may be extended, at which time the same shall become non-refundable to Buyer (unless Seller defaults under this Agreement or Buyer is unable to obtain Approvals (defined herein)) but shall be applied against the Purchase Price.

4. ESCROW AGENT

North Forest Title Services, LLC, a division of Stewart Title Company, with an address of 20445 Emerald Parkway, Suite 200, Cleveland, Ohio 44135 (or its affiliate), shall serve as coordinator and escrow agent ("Escrow Agent") for this transaction and shall perform, or cause to be performed, the title work in connection therewith. This Agreement shall constitute escrow instructions. The Escrow Agent may attach hereto its usual conditions of acceptance of escrow which shall be controlling insofar as they do not conflict with the terms of this Agreement. Buyer may, at any time upon notice delivered to Seller, elect to use a different Escrow Agent for purposes of this Agreement, in which event Buyer and Seller shall enter into an amendment to this Agreement indicating the new Escrow Agent.

5. DOCUMENT DELIVERY AND DUE DILIGENCE

A. Seller agrees to furnish to Buyer within ten (10) days after the Effective Date, any appraisals, surveys, existing utility location(s), owner's title insurance policies, environmental reports and studies, geotechnical reports and all engineering plans, if any, assessments (special or otherwise), statements, ad valorem and personal property tax bills, leases for farming, whether written or oral ("Farm Lease"), notices or correspondence from governmental entities, copies of all subdivision agreements and/or development agreements affecting the Property, including all amendments thereto, books, records, files and related items and any other documents or documentation relating to the Property that Buyer may reasonably request, which are in Seller's possession or readily available to Seller.

B. Buyer shall use good faith efforts to obtain necessary zoning and governmental approvals (including, without limitation, permits) (collectively, "Approvals") for the construction of Buyer's proposed single story multi-family apartment development on the Property (the "Project"). Seller understands that in order for Buyer to develop the Property it is necessary, and this transaction is contingent upon, (i) Buyer obtaining the final Approvals for the development and construction of Buyer's proposed Project on the Property, (ii) Buyer obtaining satisfactory financing for the purchase of the Property and the construction of the Project and (iii) Buyer being satisfied in its sole discretion with the feasibility of the Project and the physical condition of the Property, including, without limitation, the environmental condition of the Property (collectively, "Due Diligence"). Buyer shall have one hundred forty (140) days from the Remonstrance Date (defined herein) ("Due Diligence Period") to satisfy such contingencies. In addition, provided that Buyer diligently and in good faith pursues completion of the Due Diligence (and meets the conditions set forth in the following two (2) sentences), Buyer shall have the right and option to extend the Due Diligence Period, successively, as follows (each, an "Extension"): (i) one hundred forty (140) days ("First Extension"), and (ii) ninety (90) days ("Second Extension"). As a condition to Buyer exercising the First Extension of the Due Diligence Period, Buyer shall have completed the pre-application meeting with the applicable staff from the City of Bellevue, shall have submitted its intended plat to the applicable staff from the City of Bellevue and heard before the Planning Commission and Bellevue City Council, and shall have had the same approved by the City Council. As a condition to Buyer exercising the Second Extension of the Due Diligence Period, Buyer shall have submitted its final plat mylars, recorded the approved plat, and submitted its architecture and civil plans to the City of Bellevue in order to obtain applicable permitting. In the event Buyer is unable to meet the conditions set forth in the immediately preceding sentences through no fault of Buyer, the parties agree to work together,

acting reasonably and in good faith, to negotiate applicable extensions. Upon Buyer's exercise of each Extension, Buyer shall pay to the Escrow Agent an extension fee in the amount of \$10,000.00 ("Extension Fee"), which Extension Fee(s) shall be refundable to Buyer until the expiration of the Due Diligence Period, as extended, at which time the same shall become non-refundable to Buyer (unless Seller defaults under this Agreement or Buyer is unable to obtain Approvals) but shall be applied against the Purchase Price. Seller grants to Buyer the authority in its dealing with such governmental bodies to do so in Seller's name where applications may only be made in the name of the title holders and Seller shall execute such documents necessary in connection therewith and shall cooperate with Buyer in that regard. As it will be necessary for Buyer and/or its agents to enter upon the Property in order to perform a survey of the Property, prepare architectural drawings and conduct environmental, soil, geotechnical and other studies and inspections and other due diligence related to the Property prior to the transfer of title, permission to do so is hereby given. Buyer may terminate this Agreement at any time prior to the expiration of the Due Diligence Period, as extended, if Buyer is not satisfied with the results of any such Due Diligence and/or does not obtain the Approvals acceptable to Buyer in its sole discretion and the parties shall thereafter be released from any liability hereunder and the Earnest Money and Extension Fee(s), if any, shall be disbursed in accordance with the terms of this Agreement.

Buyer and Seller acknowledge that this Agreement (and the parties' obligations hereunder) are contingent on the successful completion of a thirty (30) day remonstrance period, as required by Neb. Rev. State 16-202 ("Remonstrance Period"). The Remonstrance Period shall begin immediately following the passage and publication of an ordinance to approve the sale of the Property by Seller's City Council. If a remonstrance petition is successfully filed pursuant to Neb. Rev. Stat. 16-202 before the expiration of the Remonstrance Period and thereafter successfully upheld, then this Agreement shall be deemed automatically terminated and the Earnest Money shall be returned to Buyer. If the Remonstrance Period is successfully completed, the successful completion date shall be referred to herein as the "Remonstrance Date".

Buyer acknowledges that the Property is currently being used for agricultural purposes, and agrees to reimburse Seller for the fair market value of any crops damaged by Buyer during the Due Diligence Period as a result of Buyer's testing or inspection of the Property; provided, however, in no extent shall such damages exceed \$250.00 per acre. Seller shall be responsible for coordinating any damage payments with the tenant under the Farm Lease, and shall indemnify, defend and hold Buyer harmless from and against any claims or causes of action initiated by the tenant under the Farm Lease against Buyer. Any damages alleged by the tenant under the Farm Lease in excess of \$250.00 per acre shall be Seller's responsibility. The forgoing shall survive Closing and the recording of the Deed.

6. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents, warrants and covenants with Buyer as follows: (a) Seller is not aware of being in violation of any ordinance, statute, rule or regulation with respect to the Property; (b) Seller has no knowledge of any gas wells or other wells (whether capped or uncapped, plugged or unplugged) on or about the Property; (c) there are no encroachments on the Property by any improvements located on any adjoining property; (d) no person presently has any right to possession of any part or all of the Property other than Seller or any tenant pursuant to the Farm

Lease; (e) Seller has no knowledge of the presence of any toxic or hazardous substances, as those terms are currently understood under Federal EPA Regulations, on or under the surface of the Property; (f) Seller has no knowledge of any underground storage tanks on the Property; (g) Seller is fully authorized to enter into this Agreement; (h) except for the Farm Lease (which shall not be modified by Seller without Buyer's consent), no leases affect the Property and none will be made without the consent of Buyer and, except as otherwise set forth in the title commitment to be obtained by Buyer, no other encumbrances affect the Property and none will be made without the consent of Buyer; (i) Seller shall not alter or modify the physical nature or characteristics of the Property or any part thereof; (j) no work has taken place on the Property in the last one hundred fifty (150) days which would create in any party a right to a lien against the Property, except for such work that has been fully paid for by Seller; (k) to Seller's knowledge and belief, there are no threatened or pending special assessments, zoning applications, IRS claims, CLOMR/LOMRs, condemnation, zoning, or other proceedings or litigation with respect to the Property; (l) Seller shall conduct its business involving the Property in the ordinary course, and during said period, Seller shall: (i) not transfer or convey the Property or any portion thereof or create on the Property or any portion thereof any easements, liens, mortgages, encumbrances (including, but not limited to, leases or occupancy agreements) or other interests; (ii) not enter into any contracts or other commitments regarding the Property which are not terminable upon thirty (30) days prior written notice without the prior written consent of Buyer; (iii) continue to maintain, repair and replace the Property in at least the manner which Seller has previously maintained, repaired and replaced the Property; (iv) comply with all laws or municipal ordinances, regulations, orders or requirements affecting the Property; and (v) deliver notice to Buyer of (1) any suits or claims affecting the Property that Seller has or receives knowledge of, or (2) any actual or threatened condemnation of any portion of the Property or any adjacent parcel of land that Seller has or receives knowledge of; (m) Seller is not a foreign person which requires Buyer to withhold proceeds or to deduct, withhold or pay any amount of tax pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended; (n) Seller has provided Buyer with the approximate location(s) of all existing utilities; and (o) the Property is not located in a sanitary and improvement district.

Except as provided herein to the contrary or any documents delivered to Buyer at Closing, the Property is being sold in its "as is" condition.

7. CONVEYANCE OF TITLE

Seller shall deliver or cause to be delivered to Buyer, or its nominee, at Closing, a duly recordable general warranty deed ("Deed"), conveying fee simple title to the Property, free and clear of all defects of title, liens and encumbrances whatsoever, except for restrictions, easements, limitations, reservations and conditions of record, which are approved by Buyer, and except current taxes and assessments which are a lien but which are not yet due and payable, and zoning ordinances, and further excepting any liens or encumbrances created or caused by Buyer. If the Property is not comprised of separate tax parcels, Seller shall at its cost prior to Closing, obtain a lot split of the Property, creating a separate tax parcel for the Property.

8. TITLE EVIDENCE

Buyer shall arrange for the Escrow Agent to issue in favor of Buyer an ALTA owner's fee policy of title insurance ("Title Policy"), with standard exceptions omitted, in the amount of the Purchase Price of the Property, showing title, to and including the date of the recording of the Deed, to be the quality and the condition required by the terms hereof. Should a matter in the title or on any survey obtained by Buyer appear that is not acceptable to Buyer, Buyer shall notify Seller of the same prior to expiration of the Due Diligence Period, as extended, and Seller shall then have thirty (30) days to cure such matter(s). If such matters are not cured within thirty (30) days, Buyer may, at its option, elect to accept such title as Seller is able to furnish or terminate this Agreement, in which case all funds and documents shall be returned to the party depositing same. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, Buyer shall not be required to object to any mortgages or liens voluntarily entered into by Seller or construction liens which can be eliminated or discharged by the payment of a liquidated sum of money (collectively, the "Monetary Encumbrances"), and Seller shall be obligated to eliminate and discharge any and all of the Monetary Encumbrances on or before the Closing. If Seller does not eliminate or discharge the Monetary Encumbrances by Closing, Buyer may do so and deduct the cost thereof from the Purchase Price. In the event any new title exceptions are recorded against the Property after the Effective Date of this Agreement and prior to Closing ("New Exception Items"), the same shall automatically be deemed objected to by Buyer, and in the event Seller is unwilling or unable to cure the same, Buyer may, at its option, elect to accept such title as Seller is able to furnish or terminate this Agreement, in which case all funds and documents shall be returned to the party depositing the same (provided, however, the foregoing does not relieve Seller of liability in the event the event the New Exception Items were recorded in violation of the provisions of this Agreement).

9. POSSESSION

Buyer shall be given exclusive possession of the Property upon transfer of title. The Farm Lease shall be deemed automatically terminated as of the Closing. Any crops remaining on the Property after Closing shall be deemed abandoned, and Buyer shall not be responsible for payment of any damages or reimbursement to the tenant under the Farm Lease for any damage to, or removal of, crops remaining on the Property after Closing. Seller shall indemnify Buyer for any claims or damages alleged by the tenant under the Farm Lease as a result of Buyer's activities on the Property after Closing. Any oral agreements for the leasing of the Property for farming purposes shall be converted into a written agreement no later than August 15 following the Effective Date of this Agreement, such that the same does not automatically renew for the following farming season on September 1 and can be automatically terminated as of the Closing in accordance with the terms of this Section. The foregoing obligations shall survive Closing and recording of the Deed.

10. TAX PRORATION

Real estate taxes that become delinquent in the year of Closing shall be treated as though current and shall be prorated as of the date of transfer based on the County Treasurer's tax duplicate and tax rate at such date. If the proration at Closing is based on tax assessments and bills covering a tax parcel that is larger than but includes the Property, then the portion of such tax bills pertaining to the Property shall be determined by allocation on a per-acre basis, with appropriate allocation

of taxes attributable to improvements on the assessed parcel based upon the location of same on the parcel (so the Buyer pays no taxes attributable to improvements that are not located on the Property). Seller shall pay at Closing (or credit Buyer, to the extent not yet due and payable at Closing) all reassessed assessments and/or respread taxes upon the Property and all additional or "recaptured" or "rollback" taxes payable by reason of loss of any tax exemption, reduction or abatement, including any agricultural recoupment.

11. CLOSING

Provided the Closing Condition (defined herein) is satisfied, this transaction shall be closed within sixty (60) days after the expiration or Buyer's earlier waiver of the Due Diligence Period, as may be extended ("Closing") and all funds and documents required hereunder shall be deposited in escrow at Closing. The Escrow Agent shall close this transaction when it has in its possession and available for recording and subsequent delivery to Buyer the Deed, and is prepared to issue the Title Policy, with standard exceptions omitted, in the amount of the Purchase Price and when it has in its possession and available for delivery to Seller the Purchase Price less the charges set forth below. As used herein, "Closing Condition" means there are no general moratorium or similar restrictions imposed by any governmental authority or utility supplier with respect to the issuance of building permits for the Project, or sanitary sewer, water or electricity connections with respect thereto, or any other item necessary for construction. The Closing Condition may be waived by Buyer in writing prior to or at Closing.

12. CHARGES IN ESCROW

The Escrow Agent shall charge Buyer with: one-half (1/2) of the escrow fee, the cost of recording the Deed, one-half (1/2) of the cost of the owners Title Policy and other title charges, and the cost of the lender's title policy and any requested endorsements; and Seller with: the cost of any transfer or conveyance fee, including, without limitation, State Documentary Tax, one-half (1/2) of the escrow fee, and one-half (1/2) of the cost of the owners Title Policy and other title charges.

13. RISK OF LOSS

Seller shall bear the risk of loss by fire or other acts of hazard until the transfer of title.

14. BROKER'S COMMISSION

Buyer and Seller each warrants and represents that no other real estate brokers besides Colm Breathnach of Sage Capital Real Estate Investments, who represents Seller, and Ryan Kuehl of Investors Realty Inc., who represents Buyer, are entitled to a commission in this transaction. At Closing, Seller shall pay a commission equal to five percent (5%) of the Purchase Price, which commission shall be split between the aforementioned brokers. Buyer and Seller shall each indemnify, defend and hold the other party harmless from and against any claim, loss, liability or expense incurred by such party as a result of a claim by a broker or finder through such

indemnifying party. The foregoing indemnification obligations shall survive Closing and the recording of the Deed.

15. SURVIVAL OF REPRESENTATIONS

All representations and warranties contained herein are made as of the Effective Date and shall be deemed to have been made again on the date title transfers without merger, and shall survive such date and the delivery and recording of the Deed to the Property and any other instrument of conveyance.

16. DEFAULT

If Seller fails to perform any of Seller's obligations under this Agreement and such failure shall continue for a period of thirty (30) days after notice from Buyer, then Buyer shall be entitled to the immediate return of the Earnest Money and Extension Fee(s), if any, and Seller shall pay for any escrow and/or title fees and both parties shall be relieved of all further liability hereunder, or Buyer may bring suit for damages, specific performance or equitable relief against Seller. If Buyer fails to perform any of Buyer's obligations under this Agreement and such failure continues for a period of thirty (30) days after notice from Seller, then Seller may, as Seller's sole and exclusive remedy, retain (or have paid to Seller on demand) the Earnest Money and Extension Fee(s), if any, as liquidated damages, and both parties shall be relieved of all further liability hereunder.

17. NOMINEE

Buyer has the right to take title to the Property in the name of a nominee and Buyer has the right to assign this Agreement.

18. NOTICE

All notices, requests and other communications under this Agreement shall be in writing and shall be deemed given when (a) made by personal delivery; (b) sent by a reputable national overnight delivery service; or (c) sent by email and confirmed by delivering a copy of such email notice by another permitted means, provided that such notice shall be deemed effective upon transmittal of email (not upon dispatch or receipt of a copy). All notices required or permitted hereunder shall be addressed as follows, and notices shall be deemed given on the date on which the notice is received, or receipt is rejected, by a party:

If to Seller:

City of Bellevue
Attn: City Administrator
1500 Wall Street
Email: Jim.ristow@bellevue.net

with a copy to:

City Attorney
Attn: Bree Robbins
E-mail: bree.robbins@bellevue.net

If to Buyer:

Chief Legal Officer
Redwood USA LLC
7007 E. Pleasant Valley Road
Independence, OH 44131
E-mail: legal@byRedwood.com

with a copy to:

Edward A. Hurtuk, Esq.
Walter Haverfield LLP
6120 Parkland Blvd., Suite 100
Cleveland, Ohio 44124
E-mail: ehurtuk@walterhav.com

19. COMPUTING ANY TIME PERIOD.

Wherever this Agreement requires that something be done within a specified period of days, the period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires and (d) unless otherwise specified in this Agreement shall be construed to mean calendar days, provided, that if the final day of the period falls on a Saturday or Sunday or legal holiday (limited to the day set aside by statute for observing New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, or Christmas Day), it shall be extended to first business day thereafter. Time is of the essence for purposes of this Agreement. In the event Buyer is delayed in complying with any term or satisfying any condition of this Agreement ("Delay") as a result of an outbreak and/or the spread of an epidemic, pandemic (including, without limitation, COVID-19), or other disease causing local, regional, or national emergency (in any event, a "Pandemic"), Buyer may notify Seller of such Delay ("Pandemic Notice"); upon Buyer's delivery of the Pandemic Notice to Seller, all deadlines set forth in this Agreement shall be deemed tolled, day-for-day, from and after the Pandemic Notice until Buyer is able to resume normal business operations (i.e., as they existed prior to the Pandemic).

20. MISCELLANEOUS

This Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and represents the entire understanding

between the parties and may be modified only in writing signed by the parties. Each person executing this Agreement on behalf of Buyer or Seller represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of such party, and that the Agreement is a valid and legal agreement, binding on the respective party and enforceable in accordance with its terms. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Any electronic delivery (e.g., email, fax, .pdf, .jpg, photograph, etc.) of a party's signature on any copy of this Agreement shall be deemed to be the delivery by such party of its original binding signature hereon. This Agreement is to be governed by and construed in accordance with the laws of the state in which the Property is located. Buyer and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. The parties consent to an assignment of this agreement to a "qualified intermediary" under I.R.C. Section 1031. Each party shall cooperate with the other, but shall not be required to incur additional expense or delays, by reason of the other party's intended exchange. From and after the Effective Date hereof, this Agreement and the terms and provisions contained herein ("Confidential Information") shall be kept confidential between Buyer, Seller and any brokers referenced in Section 14 hereof. Buyer and Seller may share the Confidential Information (i) with their respective officers, directors, employees, affiliates, representatives, agents and consultants (including, without limitation, brokers, financial advisors, attorneys, and other consultants), (ii) at Buyer's discretion, as required in order to obtain Approvals, (iii) to the extent the same was or becomes generally known to the public through no wrongful act of the party subsequently disclosing the same, and (iv) as required by applicable law (upon reasonable advance notice to the other party, to the extent practicable, but shall not otherwise share the Confidential Information without the express written consent of the other party. Buyer and Seller shall take such steps as necessary to impose the foregoing obligation on the respective party's officers, directors, employees, affiliates, representatives, agents and consultants (if applicable). From and after the Effective Date, unless/until this Agreement is terminated in accordance with the provisions set forth herein, Seller shall not, directly or indirectly, (i) solicit, initiate, encourage or accept proposals or offers relating to the purchase/sale of the Property, or (ii) participate in any discussions or negotiations regarding, or furnish to any person or entity other than Buyer, any non-public information with respect to the Property or the contemplated purchase/sale thereof. Seller shall take such actions as necessary to impose the foregoing restrictions on Seller's officers, directors, employees, representatives, agents, and broker (if applicable).

[signature page follows]

The parties have hereunto set their hands effective as of the Effective Date.

SELLER:

CITY OF BELLEVUE

By: _____

Print Name: _____

Its: _____

BUYER:

REDWOOD USA LLC,
an Ohio limited liability company

By: _____

David Conwill, Authorized Member

Exhibit "A"

Property

PPN 011592932 – LOT 4 DANIELL'S FARM ADDITION (7.11 AC)

PPN 011592933 – LOT 5 DANIELL'S FARM ADDITION (17.74 AC)



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
01/18/2022

COUNCIL MEETING DATE: 12/07/2021		SUBMITTED BY: Police Department		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

An ordinance to amend Chapter 20 Section 20-9 of the Bellevue Municipal Code regarding Disturbing the Peace.

SYNOPSIS/BACKGROUND:

After review of the Disturbing the Peace city code between the police department and legal department, amendments to the Disturbing the Peace policy were drafted to make said offenses clearer and in line with other disturbing the peace policies and codes.

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 DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve Ordinance 4067 and provide for an effective date of the same.

ATTACHMENTS:

- Ordinance 4067 Red Line Version
- Ordinance 4067 Clean Copy
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 20-9 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO DISTURBING THE PEACE, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN 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 20-9 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 20-9 DISTURBING THE PEACE.

It shall be unlawful to disturb the peace and good order of the city:

- (A) By engaging in fighting, ~~or in~~ violent, tumultuous, or threatening ~~behavior~~conduct;
- (B) ~~By making clamor or noise; By engaging in fighting, violent, or threatening language: or~~
- ~~(C) By intoxication or public drunkenness;~~
- ~~(D) By using obscene or profane language in the streets or other public places;~~
- ~~(C) (E) By lewd and lascivious behavior; or,~~
- ~~(F) By otherwise engaging in indecent and disorderly conduct.~~

Section 2. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

ADOPTED by the Mayor and City Council this ____ day of _____ 20__.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTION 20-9 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO DISTURBING THE PEACE, TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN 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 20-9 of the Bellevue Municipal Code are hereby amended to read as follows:

§ 20-9 DISTURBING THE PEACE.

It shall be unlawful to disturb the peace and good order of the city:

- (A) By engaging in fighting, violent, tumultuous, or threatening conduct;
- (B) By engaging in fighting, violent, or threatening language; or
- (C) By lewd and lascivious behavior.

Section 2. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

ADOPTED by the Mayor and City Council this ____ day of _____ 20__.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

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

**12b.
01/18/2022**

COUNCIL MEETING DATE: 12/21/2021		SUBMITTED BY: Legal		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LICQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

An ordinance to amend Section 2-29 of the Bellevue Municipal Code pertaining to Agendas; Submission of Materials; Formulation; Public Availability, Etc. and to provide for an effective date.

SYNOPSIS/BACKGROUND:

Section 2-29 of the City Code needs revised to allow for the amending of the agenda as allowed by Nebraska Law outlined in Neb. Rev. Stat. 84-1411. While the City makes its best effort to have the agenda published to the public and city council by 4:00 p.m. on the Wednesday before the meeting, there are occasions where the agenda needs altered/amended after that publication date to include items or attachments. Modeling 2-29 off the state statute allows for such alteration. Any alternation will be provide to the city council and made available to the public.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Ordinance No. 4071.

ATTACHMENTS:

1. Ordinance 4071 Clean Copy	2. Ordinance 4071 Redline Copy	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



ORDINANCE NO. 4071

AN ORDINANCE TO AMEND SECTION 2-29 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC., TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN 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 2-29 of the Bellevue Municipal Code are hereby amended to read as follows:

§2-29 AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC.

All new ordinances or new resolutions affecting policy that are to be placed on a city council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is three weeks prior to the city council meeting at which the ordinance or resolution will be introduced. All reports, communications, ordinances, resolutions, contract documents or other matters to be placed on a council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is two weeks prior to the council meeting at which the item will be discussed. The above timeline may be expedited with approval of the city administrator. If the item is deemed to be "of an emergency nature" by the city administrator, the above timeline may be expedited. The city clerk shall prepare the agenda of all such matters under the direction of the city administrator. ~~Unless prevented by unforeseen circumstances or emergency, the~~ The agenda and all supporting documentation referenced herein shall be delivered to the council members on the Wednesday preceding the regularly scheduled Tuesday council meeting to which it pertains and shall be made available to the public no later than 4:00 p.m. on the same Wednesday. The agenda may be altered after being made available to the public and city council members as provided for in Nebraska Revised Statute 84-1411 (as may be amended) and any altered agenda shall be provided to the council members and made available to the public.

Section 2. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

ADOPTED by the Mayor and City Council this ____ day of _____ 20__.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

REDLINE COPY

ORDINANCE NO. 4071

AN ORDINANCE TO AMEND SECTION 2-29 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC., TO REPEAL ALL PREVIOUS VERSIONS OF THE SAME; AND TO PROVIDE AN 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 2-29 of the Bellevue Municipal Code are hereby amended to read as follows:

§2-29 AGENDA; SUBMISSION OF MATERIALS; FORMULATION; PUBLIC AVAILABILITY, ETC.

All new ordinances or new resolutions affecting policy that are to be placed on a city council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is three weeks prior to the city council meeting at which the ordinance or resolution will be introduced. All reports, communications, ordinances, resolutions, contract documents or other matters to be placed on a council agenda must be submitted, in their proposed form, to the city administrator by noon on the Monday that is two weeks prior to the council meeting at which the item will be discussed. The above timeline may be expedited with approval of the city administrator. The city clerk shall prepare the agenda of all such matters under the direction of the city administrator. The agenda and all supporting documentation referenced herein shall be delivered to the council members on the Wednesday preceding the regularly scheduled Tuesday council meeting to which it pertains and shall be made available to the public no later than 4:00 p.m. on the same Wednesday. The agenda may be altered after being made available to the public and city council members as provided for in Nebraska Revised Statute 84-1411 (as may be amended) and any altered agenda shall be provided to the council members and made available to the public.

Section 2. This Ordinance shall be in full force and take effect fifteen (15) days after its passage. The city clerk is directed to effectuate the publishing of this Ordinance in electronic form, which publication must take place within fifteen (15) days of the passage of the ordinance by the city council.

ADOPTED by the Mayor and City Council this ____ day of _____ 20__.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

DRAFT

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
01/18/2022

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

SUBJECT:

Request to rezone Lot 3, LGB Properties Replat One, from RE to RS-120 for the purpose of existing residential development. Applicant: AMZ Investments, LLC. General Location: 13510 South 36th Street.

SYNOPSIS/BACKGROUND:

Alicia Zuger, on behalf of AMZ Investments, LLC is requesting to rezone Lot 3, LGB Properties Replat One, from RE to RS-120 for the purpose of existing single family residential development and also to facilitate a conditional use permit request for an Alzheimer's/dementia care home. This request is compatible with the surrounding neighborhoods. The lot meets the minimum requirements for the RS-120 zoning district.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|-------------------------|-------------------------|-------------------------|
| 1. PC Recommendation | 2. Staff Report | 3. Ordinance No. 4072 |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: AMZ Investments, LLC

CASE #: Z-2111-24

CITY COUNCIL HEARING DATE: February 1, 2022

REQUEST: to rezone Lot 3, LGB Properties Replat One, from RE (Residential Estates) to RS-120 (Single Family Residential – 12,000 Square Foot Zone) for the purpose of existing residential development.

On December 16, 2021, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

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

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Hankins						Casey
	Ritz						Perrin
	Aerni						Compton
	Cutsforth						
	Ackley						
	Jacobson						

Planning Commission Hearing (s) was held on: December 16, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2111-24

FOR HEARING OF:

REPORT #1: December 16, 2021

REPORT #2: February 1, 2022

I. GENERAL INFORMATION

A. APPLICANT:

AMZ Investments, LLC
Alicia Zuger
1230 South 110th Street
Omaha, NE 68144

B. PROPERTY OWNERS:

AMZ Investments, LLC
Alicia Zuger
1230 South 110th Street
Omaha, NE 68144

C. GENERAL LOCATION:

13510 South 36th Street

D. LEGAL DESCRIPTION:

Lot 3, LGB Properties Replat One

E. REQUESTED ACTIONS:

1. Rezone Lot 3, LGB Properties Replat One from RE to RS-120.

F. EXISTING ZONING AND LAND USE:

RE, Single Family Residential

G. PURPOSE OF REQUEST:

The applicant is requesting a change of zone to accommodate the existing single family residence, as well as to facilitate a conditional use permit request for an Alzheimer's/dementia care home.

H. SIZE OF SITE:

The site is approximately 4.4 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with a single family residence constructed in 1970, along with several detached structures and a barn.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single Family Residential, RA and AG (non-conforming)
- 2. **East:** Single Family Residential (across S 36th St), RS-72
- 3. **South:** Single Family Residential, RS-120 and AG (non-conforming)
- 4. **West:** Single Family Residential, RS-72-PS

C. REVELANT CASE HISTORY:

1. On November 19, 2015, the Planning Commission recommended approval of a request to rezone Lots 1 through 3, LGB Properties Replat One, being a replat of Lots 1 and 2, LGB Properties, and Tax Lot 1B1, all located in the Southeast ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, NE, from AG, RA, and RG-28 to RA, RE, and RG-28 for the purpose of existing residential use; and small subdivision plat Lots 1 through 3, LGB Properties Replat One. The City Council approved the aforementioned request on January 25, 2016.

2. On December 16, 2021, the Planning Commission recommended approval of a request to rezone Lot 3, LGB Properties Replat One, from RE to RS-120 for the purpose of accommodating an existing single family residence, as well as to facilitate a conditional use permit request for an Alzheimer's/dementia care home.

D. APPLICABLE REGULATIONS:

- 1. Section 5.08, Zoning Ordinance, regarding RS-120 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this property as rural estates.

B. OTHER PLANS:

If the applicant's zoning is approved, she is requesting a conditional use permit for the purpose of an Alzheimer's/dementia care home.

C. TRAFFIC AND ACCESS:

1. MAPA Traffic Flow Data indicates 9,600 vehicles per day along southbound 36th Street south of Capehart Road and north of Schneekloth Road.
2. The property has access from South 36th Street.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Alicia Zuger on behalf of AMZ Investments, LLC has submitted a request to rezone Lot 3, LGB Properties Replat One from RE to RS-120. The applicant is requesting RS-120 zoning for the existing single family residential development.
2. Ms. Zuger wishes to pursue a conditional use permit for the existing residence for the purpose of an Alzheimer's/dementia care home under the RS-120 zoning designation.
3. The existing lot and structures are in conformance with the minimum requirements of the RS-120 zoning district. The intent of the RS-120 zoning district is to permit single family residential developments and other compatible uses on relatively ample sized lots.
4. 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 Springfield Platteview 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.

5. The Future Land Use Map of the Comprehensive Plan designates this area as rural estates based on its current zoning. A change of zoning will require an amendment to the Future Land Use Map of low density residential use. Staff believes a low density residential use is compatible with the surrounding development.

6. The Fox Ridge Estates subdivision to the south of this property is zoned RS-120. The adjacent Heartland Hills subdivision is zoned RS-72-PS.

7. Staff believes this request is compatible with the surrounding neighborhoods.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

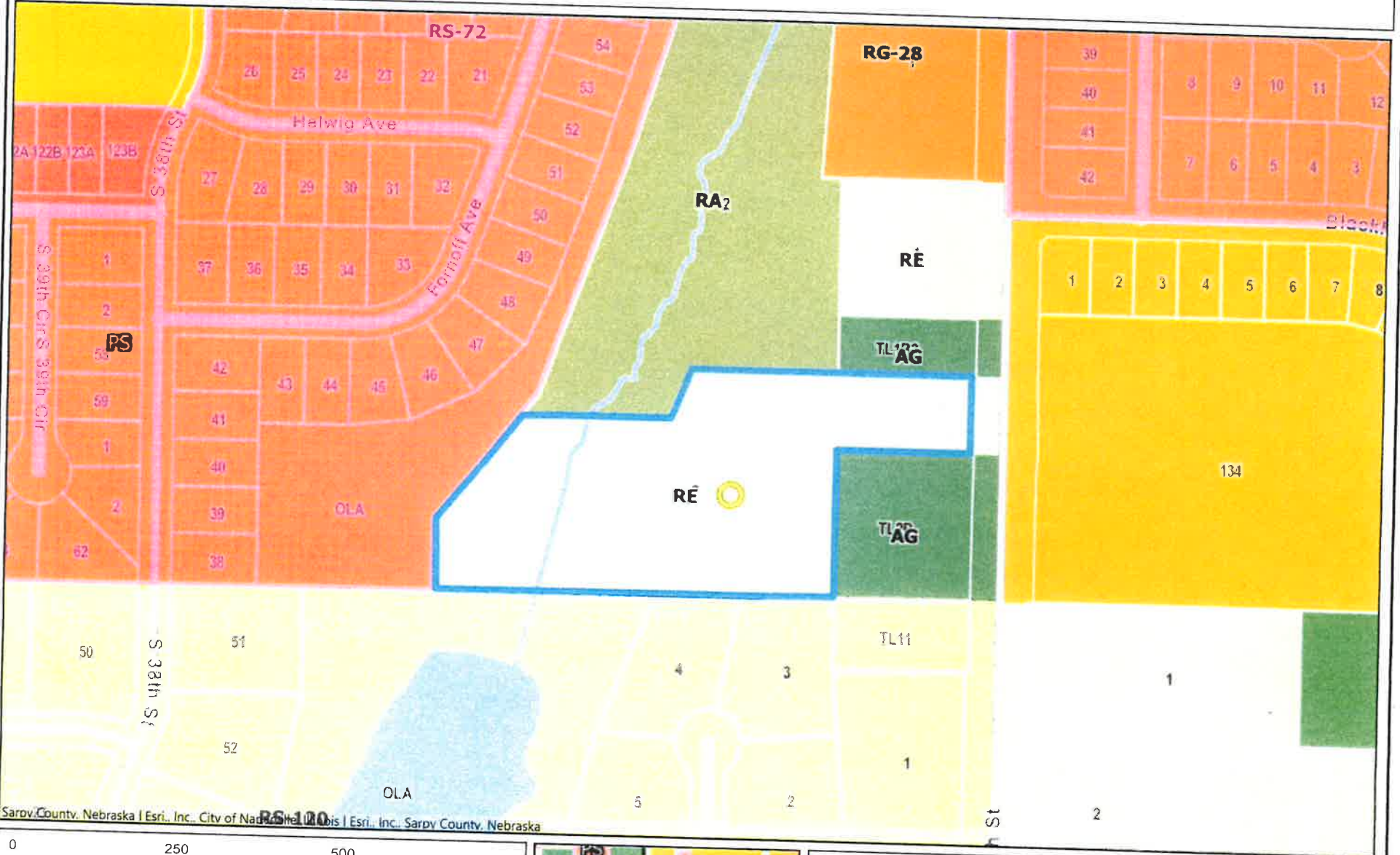
1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from the applicant received December 6, 2021

VII. COPIES OF REPORT TO:

1. Alicia Zuger, AMZ Investments, LLC
2. Public Upon Request


Assistant Planning Manager


Planning Manager: Date of Report



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



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.

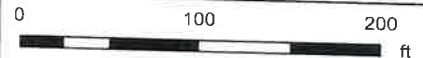


Notes





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



Map Scale 1: 1592

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Notes



RECEIVED

DEC 06 2021

PLANNING DEPT.

AMZ INVESTMENTS, LLC

1230 S 110th Street
Omaha, NE 68144
(402)871-5248

City of Bellevue
Planning Department
1510 Wall Street
Bellevue, NE 68005

RE: LOT 3 OF LGB PROPERTIES, SARPY COUNTY, NE

To Whom It May Concern:

AMZ Investments, LLC is requesting the Planning Commission's approval to rezone the property at 13510 S 36th Street in Bellevue, Nebraska for purposes consistent with approved conditional uses.

The property in question is currently zoned as RE and we would like to request the zoning be changed to RS-120 for the purpose of operating an Alzheimer's/Dementia Care home under the DBA Legato Living at Heartland Hills in the residence. This use is consistent with the conditional use referred to in Section 5.08.03 of the Zoning Ordinance as "Hospitals, sanitariums, rest homes, nursing homes, elderly or retirement housing, convalescent homes, other similar institutions, or philanthropic institutions".

The current residential property will be remodeled and expanded by approximately 500 square feet with the following being main points of focus:

- ◆ Our facility will accommodate 10-12 residents and will remain an ADA compliant residential style home.
- ◆ A fire-sprinkler system and proper means of egress will be installed for the safety of the residents and staff.
- ◆ Parking for up to one (1) vehicle for every two (2) residents for visitors and an additional two (2) to three (3) for staff will be provided on the premises.
- ◆ For the safety of our residents and the comfort of the surrounding neighbors and community, all doors leading in and out of the premises will be secured by an electronic lock which requires a code to be entered to gain access inside or out.
- ◆ Various caretakers, including a Registered Nurse, med aides and administrative staff, will be on site continuously and residents will be permitted to have visitors as this is a family centered environment.
- ◆ A minimum of two (2-3) staff members will be on site during daytime hours and one (1-2) staff member will be present during the overnight hours, with a Registered Nurse on call twenty-four (24) hours per day, seven (7) days per week to assist when necessary.

The included site plan lays out the proposed additional living space as well as additional parking and has a nice deck for residents to enjoy the outside. The lower level of the home will primarily be used for storage and for a staff office/meeting area as the residents are not encouraged to navigate the stairs. The main level will maintain much of the same layout with the garage being converted into three (3-4) bedrooms and two (2-3) bathrooms to accommodate more residents.

Legato Living has a solid reputation in the area of care for Alzheimer's/Dementia patients and is a family centered company who enjoys getting to know our residents and their families in a more intimate manner, which is why we have chosen the residential setting for our model.

We are looking to expand from Omaha into Sarpy county for the purposes of being accessible to more families in the Metro area and providing quality care for individuals in need in the City of Bellevue.

We hope you will consider our request and we look forward to working with you on this venture.

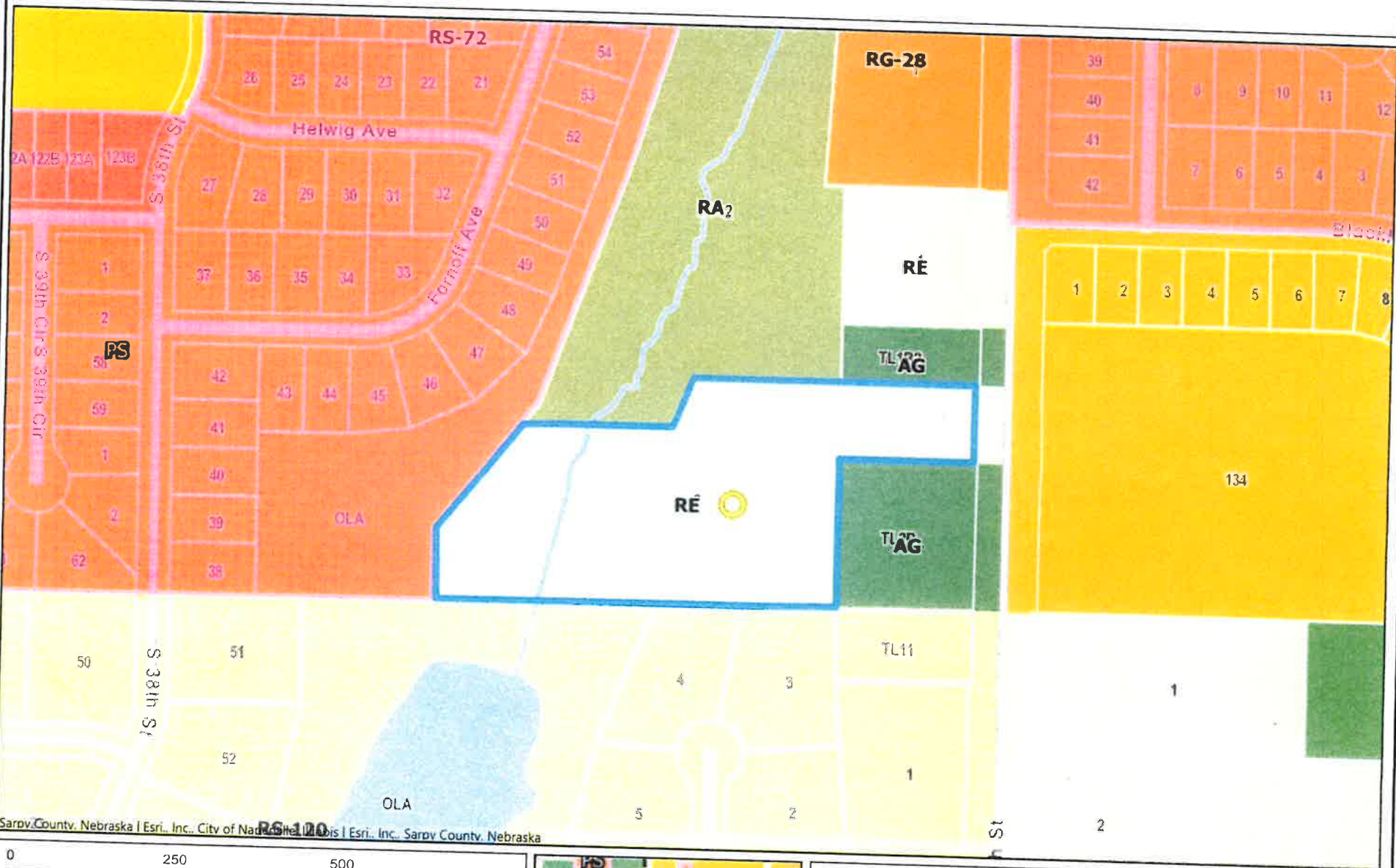
Sincerely,



Alicia Zuger
President
AMZ Investments, LLC

Enclosure:

- 1) LHH Proposed Site Plan I
- 2) LHH Proposed Site Plan II
- 3) LHH Proposed Floorplan
- 4) As-Built Survey completed by TD2



Sarpy County, Nebraska | Esri, Inc., City of Nampa, Idaho | Esri, Inc., Sarpy County, Nebraska



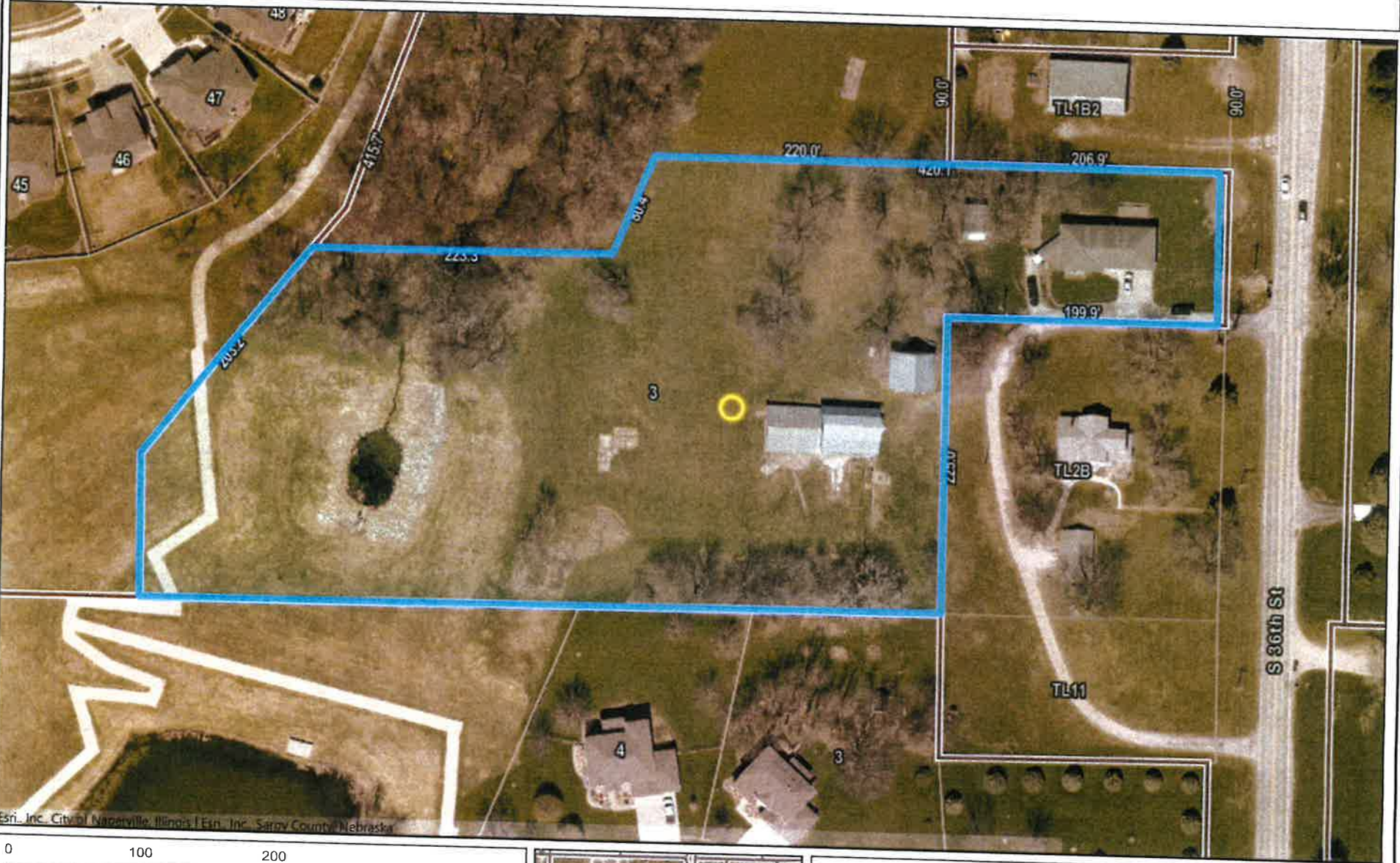
Map Scale 1: 3185

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Notes





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



Map Scale 1: 1592

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Notes



ORDINANCE NO. 4072

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 13510 SOUTH 36TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 3, LGB Properties Replat One, located in the Southeast 1/4 of Section 08, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From RE (Residential Estates) to RS-120 (Single Family Residential – 12,000 Square Foot Zone)

(AMZ Investments, LLC)

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2022.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

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

**13b.
01/18/2022**

COUNCIL MEETING DATE: 02/01/2022		SUBMITTED BY: Tammi Palm,		Title: Planning Manager	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Heer and Theer Addition, being a replat of Tax Lot 6B, and that Part of Tax Lot 6A2, being the north 50' of the west 175' of the east 260' and the south 22' of the east 85' of the east 260' of Tax Lot 6A, together with the south 15' of the west 110' of Lot 1, and the south 15' of the east 65' of Lot 34, Svoboda's Addition to the City of Bellevue, all located in the Southwest 1/4 of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RG-8-M and BGM to BGM, for the purpose of residential and commercial development; and small subdivision plat Lots 1 and 2, Heer and Theer Addition, Applicant 1st City Development, LLC. General Location: 2304 Lincoln Road.

SYNOPSIS/BACKGROUND:

1st City Development LLC is requesting a rezoning and a small subdivision plat of Lots 1 and 2, Heer and Theer Addition, from RG-8-M and BGM to BGM. The rezoning and replatting is being requested to accommodate the existing multi family residential/commercial development, as well as facilitate additional commercial development.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval.

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Ord. No. 4073
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bruce Rollins

[Signature]

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: 1st City Development, LLC

CASE #'s: Z-2111-22, S-2111-27

CITY COUNCIL HEARING DATE: February 1, 2022

REQUEST: to rezone Lots 1 and 2, Heer and Theer Addition, being a replat of Tax Lot 6B, and that Part of Tax Lot 6A2, being the north 50' of the west 175' of the east 260' and the south 22' of the east 85' of the east 260' of Tax Lot 6A, together with the south 15' of the west 110' of Lot 1, and the south 15' of the east 65' of Lot 34, Svoboda's Addition to the City of Bellevue, all located in the Southwest ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska from RG-8-M (General Residential – 800 Square Foot Zone – Modified Residential District) and BGM (Metropolitan General Business District) to BGM (Metropolitan General Business District), for the purpose of residential and commercial development; and small subdivision plat Lots 1 and 2, Heer and Theer Addition.

On December 16, 2021, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, as well as a lack of perceived negative impact upon the surrounding area. APPROVAL of an amendment to the Future Land Use Map to show this property as commercial.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Three:
	Hankins						Casey
	Ritz						Perrin
	Aerni						Compton
	Cutsforth						
	Ackley						
	Jacobson						

Planning Commission Hearing (s) was held on: December 16, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2111-22
S-2111-27

FOR HEARING OF:
REPORT #1: December 16, 2021
REPORT #2: February 1, 2022

I. GENERAL INFORMATION

A. APPLICANT:

1st City Development, LLC
Attn: John Jungers
101 West Mission Avenue
Bellevue, NE 68005

B. PROPERTY OWNERS:

David and Ruth Heer
1154 South 97th Street
Omaha, NE 68124

C. GENERAL LOCATION:

2304 Lincoln Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Heer and Theer Addition, being a replat of Tax Lot 6B, and that Part of Tax Lot 6A2, being the north 50' of the west 175' of the east 260' and the south 22' of the east 85' of the east 260' of Tax Lot 6A, together with the south 15' of the west 110' of Lot 1, and the south 15' of the east 65' of Lot 34, Svoboda's Addition to the City of Bellevue, all located in the Southwest ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Heer and Theer Addition, from RG-8-M and BGM to BGM.
2. Small Subdivision plat Lots 1 and 2, Heer and Theer Addition.

F. EXISTING ZONING AND LAND USE:

RG-8-M and BGM, Apartments/Retail

G. PURPOSE OF REQUEST:

The applicant is requesting a change of zone and small subdivision plat to facilitate commercial development.

H. SIZE OF SITE:

The site is approximately 2.42 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is presently developed with three buildings: one to the northwest with 4 apartments and 7 attached garages, one southwest with 14 apartments, and one building southeast with 2 apartments in the rear and a beauty and barber shop in the front.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RS-72, BGM
2. **East:** Commercial/Retail/Office, BGM-OTO and BGH-OTO
3. **South:** Offutt Air Force Base
4. **West:** Offutt Air Force Base

C. REVELANT CASE HISTORY:

1. On December 16, 2021, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Heer and Theer Addition, being a replat of Tax Lot 6B, and that Part of Tax Lot 6A2, being the north 50' of the west 175' of the east 260' and the south 22' of the east 85' of the east 260' of Tax Lot 6A, together with the south 15' of the west 110' of Lot 1, and the south 15' of the east 65' of Lot 34, Svoboda's Addition to the City of Bellevue, all located in the Southwest ¼ of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from RG-8-M and BGM to BGM, for the purpose of a commercial development; and small subdivision plat Lots 1 and 2, Heer and Theer Addition.

D. APPLICABLE REGULATIONS:

1. Section 5.23, Zoning Ordinance, regarding BGM 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 these properties as commercial and multi-family residential.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The MAPA Traffic Flow Data estimates 7,300 vehicles per day along the south leg of Lincoln Road, south of the intersection of Lincoln Road and West Mission Avenue.
2. The property has access from Lincoln Road.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. John Jungers, on behalf of 1st city Development LLC, has submitted a request to small subdivision plat Lots 1 and 2, Heer and Theer Addition.
2. The applicant is also requesting to rezone Lots 1 and 2, Heer and Theer Addition, Replat One from RG-8-M and BGM to BGM.
3. The applicant wishes to facilitate commercial development along the Lincoln Road Corridor.
4. The requested BGM zoning for the plat accommodates the existing development on proposed Lot 1, as well as any future commercial development on proposed Lot 2.
5. The proposed plat is in conformance with the BGM requirements.
6. 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, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County Deputy County Administrator, 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.

Krista Hoffart, Offutt Air Force Base Community Planner, noted that with the proximity to the Air Force Base, there may be noise associated with the active runway.

Public Works Engineering Manager Dean Dunn requested minor technical revisions to the plat. These revisions have since been made by the applicant's surveyor.

No other comments were received in this case.

7. The Future Land Use Map of the Comprehensive Plan designates this area as commercial along the northern boundary of the property, and multi-family residential for the southern half of the property. An amendment to the Future Land Use Map should be included with a request to approve a change of zone and small subdivision plat. Staff recommends the entire property be reflected as commercial.

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. APPROVAL of an amendment to the Future Land Use Map to show this property as being commercial.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Email from John Jungers received November 15, 2021
4. Small Subdivision plat received December 7, 2021
5. As Built Survey received November 29, 2021

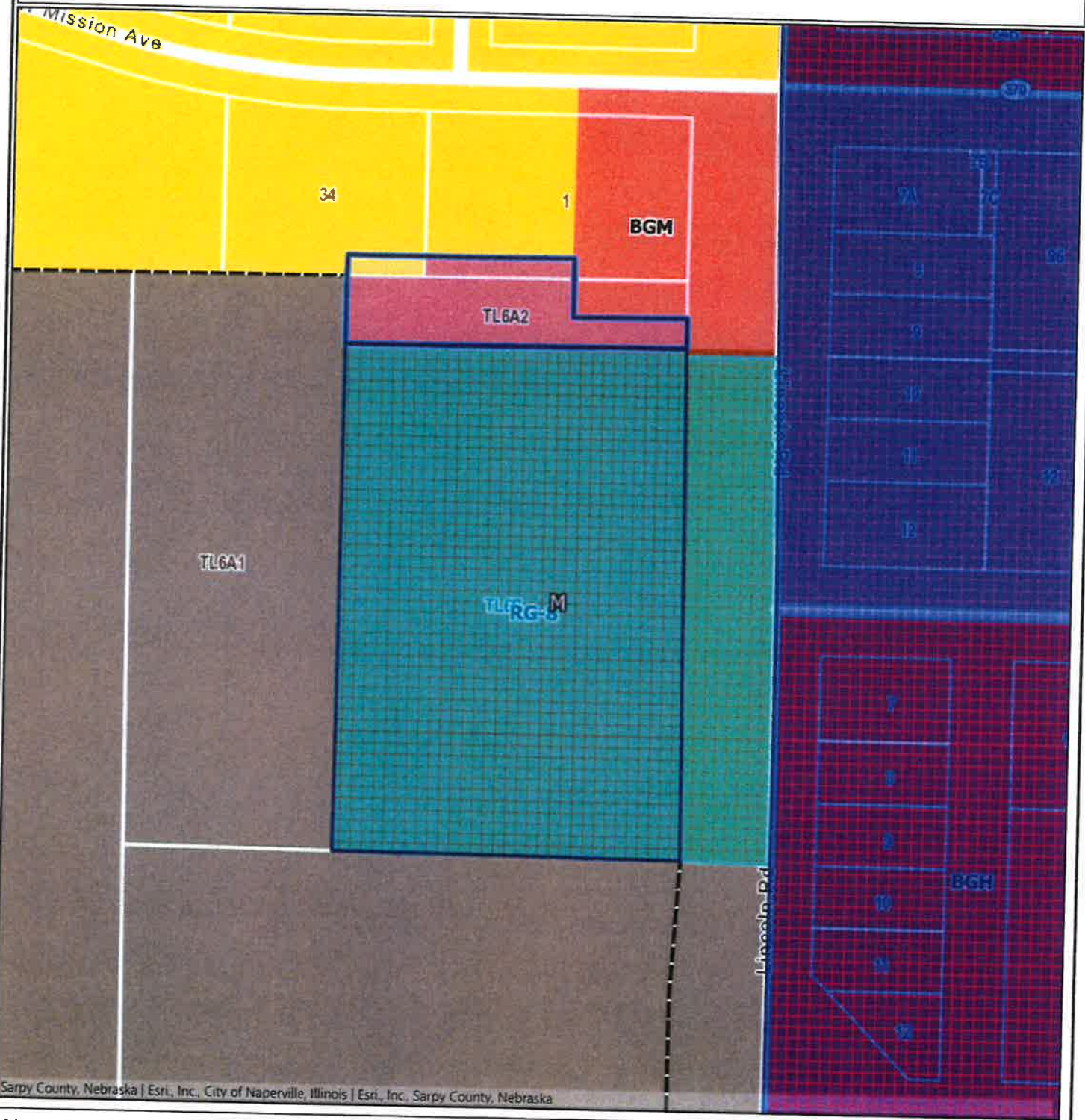
VII. COPIES OF REPORT TO:

1. 1st City Development, LLC - John Jungers
2. Hill-Farrell Associatees, Inc. - Doug Hill
3. David and Ruth Heer
4. Public Upon Request

Assistant Planning Manager

Sammi J. Palm 01/10/2022

Planning Manager: Date of Report



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

Notes



Map Scale 1: 1592

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

Notes



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Dianna VanHorn

From: John Jungers <johnjungers@gmail.com>
Sent: Monday, November 15, 2021 2:43 PM
To: Tammi Palm; Dianna VanHorn
Subject: Rezoning

We are seeing rezoning on the Lincoln Rd property in hopes of facilitating commercial development along the Lincoln Rd corridor.

Respectfully,

John Jungers
1st City Development LLC

Sent from my iPhone

HEER AND THEIR ADDITION

WEST MISSION AVE

RECEIVED

DEC 07 2021

PLANNING DEPT.

SURVEY: 804004418H
DRAWN: RDH
DATE: 10/12/21
10/26/21
11/26/21

HEER AND THEIR ADDITION
BELLEVUE, NEBRASKA
SMALL SUBDIVISION PLAT

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
Bellevue, NE 68123 (402) 291-6100

PROJECT NO.
JEFFERSON PLACE
ADDITION PLAT 2

LOTS 1 and 2

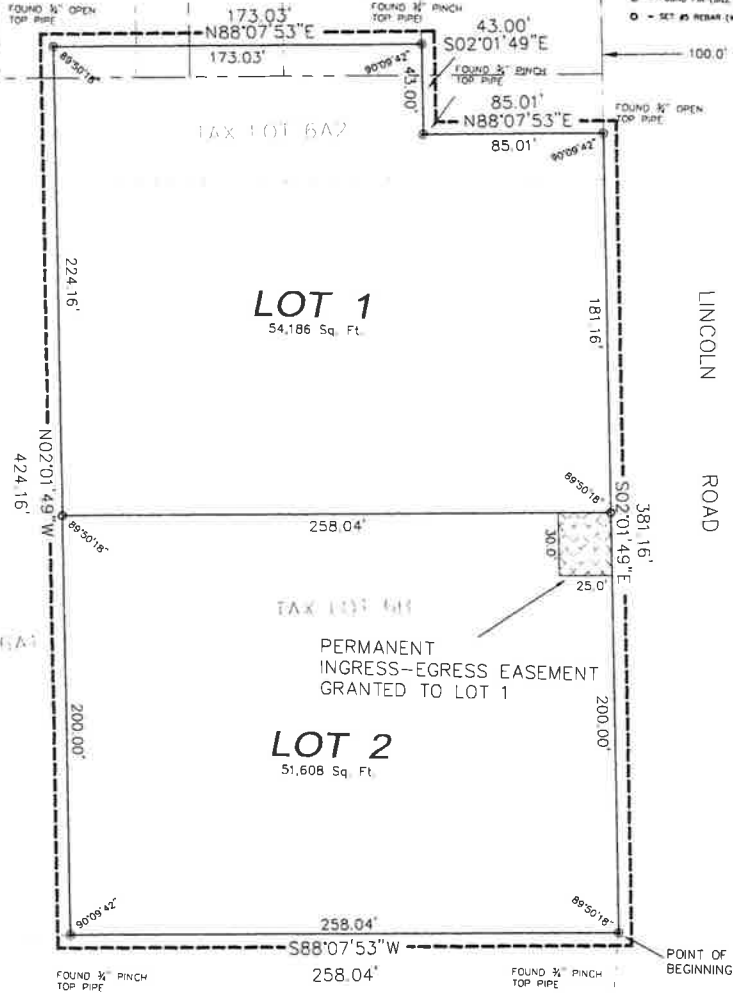
BEING A REPLAT OF TAX LOT 6B AND THAT PART OF TAX LOT 6A2 BEING THE NORTH 50 FEET OF THE WEST 175 FEET OF THE EAST 260 FEET AND THE SOUTH 22 FEET OF THE EAST 85 FEET OF THE EAST 260 FEET OF TAX LOT 6A, TOGETHER WITH THE SOUTH 15 FEET OF THE WEST 110 FEET OF LOT 1 AND THE SOUTH 15 FEET OF THE EAST 65 FEET OF LOT 34, SVOBODA'S ADDITION TO THE CITY OF BELLEVUE.

SEC. 36, T14N, R13E, 6th P.M.
SARPY COUNTY, NEBRASKA



SVODOBA
34

ADDITION 1



LINCOLN ROAD

WEST
23rd
AVE

SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN "HEER AND THEIR ADDITION", BEING A REPLAT OF TAX LOT 6B AND THAT PART OF TAX LOT 6A2 BEING THE NORTH 50 FEET OF THE WEST 175 FEET OF THE EAST 260 FEET AND THE SOUTH 22 FEET OF THE EAST 85 FEET OF THE EAST 260 FEET OF TAX LOT 6A, TOGETHER WITH THE SOUTH 15 FEET OF THE WEST 110 FEET OF LOT 1 AND THE SOUTH 15 FEET OF THE EAST 65 FEET OF LOT 34, SVOBODA'S ADDITION, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TAX LOT 6B, THENCE S88°07'53"W, 258.04 FEET TO THE SOUTHWEST CORNER OF TAX LOT 6B; THENCE N02°01'49"W, 424.16 FEET; THENCE N88°07'53"E, 173.03 FEET; THENCE S02°01'49"E, 43.00 FEET; THENCE N88°07'53"E, 85.01 FEET; THENCE S02°01'49"E, 381.16 FEET TO THE POINT OF BEGINNING. DESCRIBED TRACT CONTAINS 105,794 SQUARE FEET OR 2.429 ACRES MORE OR LESS.

DATE: _____
 RONALD D. HILL NEBRASKA L.S. NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, DAVID J. HEER AND RUTH M. HEER, CO-TRUSTEES OF THE DAVID AND RUTH HEER REVOCABLE TRUST, BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO LOTS TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "HEER AND THEIR ADDITION", AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT PERPETUAL EASEMENTS TO OMAHA PUBLIC POWER DISTRICT (OPPD), COX COMMUNICATIONS, AND CENTURYLINK ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES; AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL EXTERIOR LOTS; AND A SIXTEEN (16) FOOT WIDE STRIP OF LAND ABUTTING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SIXTEEN (16) FOOT WIDE SUBDIVIDER SHALL GRANT PERPETUAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BLACK HILLS ENERGY, 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 (5) FOOT WIDE STRIP OF LAND ABUTTING ALL CALDE-SAC STREETS. NO PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS THIS _____ DAY OF _____ 2022

DAVID J. HEER CO-TRUSTEE OF THE DAVID AND RUTH HEER REVOCABLE TRUST
 RUTH M. HEER CO-TRUSTEE OF THE DAVID AND RUTH HEER REVOCABLE TRUST

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
 COUNTY OF SARPY } SS

ON THIS _____ DAY OF _____ 2022, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DAVID J. HEER AND RUTH M. HEER, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

DATE: _____ NOTARY PUBLIC

APPROVAL OF BELLEVUE PLANNING COMMISSION
 THIS PLAT OF "HEER AND THEIR ADDITION" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____ 2021.

CHAIRPERSON
 BELLEVUE PLANNING COMMISSION

APPROVAL OF BELLEVUE CITY COUNCIL
 THIS PLAT OF "HEER AND THEIR ADDITION" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____ 2022. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: _____ CITY CLERK
 _____ MAYOR, CITY OF BELLEVUE, NEBRASKA

REVIEW BY SARPY COUNTY PUBLIC WORKS
 THIS PLAT OF "HEER AND THEIR ADDITION" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____ 2022.

SARPY COUNTY SURVEYOR/ENGINEER

COUNTY TREASURER'S CERTIFICATION
 THIS IS TO CERTIFY THAT I FWD 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: _____ SARPY COUNTY TREASURER

RECEIVED

NOV 29 2021

PLANNING DEPT

LINCOLN PLACE ADD. AS BUILT - EXISTING BUILDINGS 2302 and 2304 LINCOLN ROAD



BLOCK

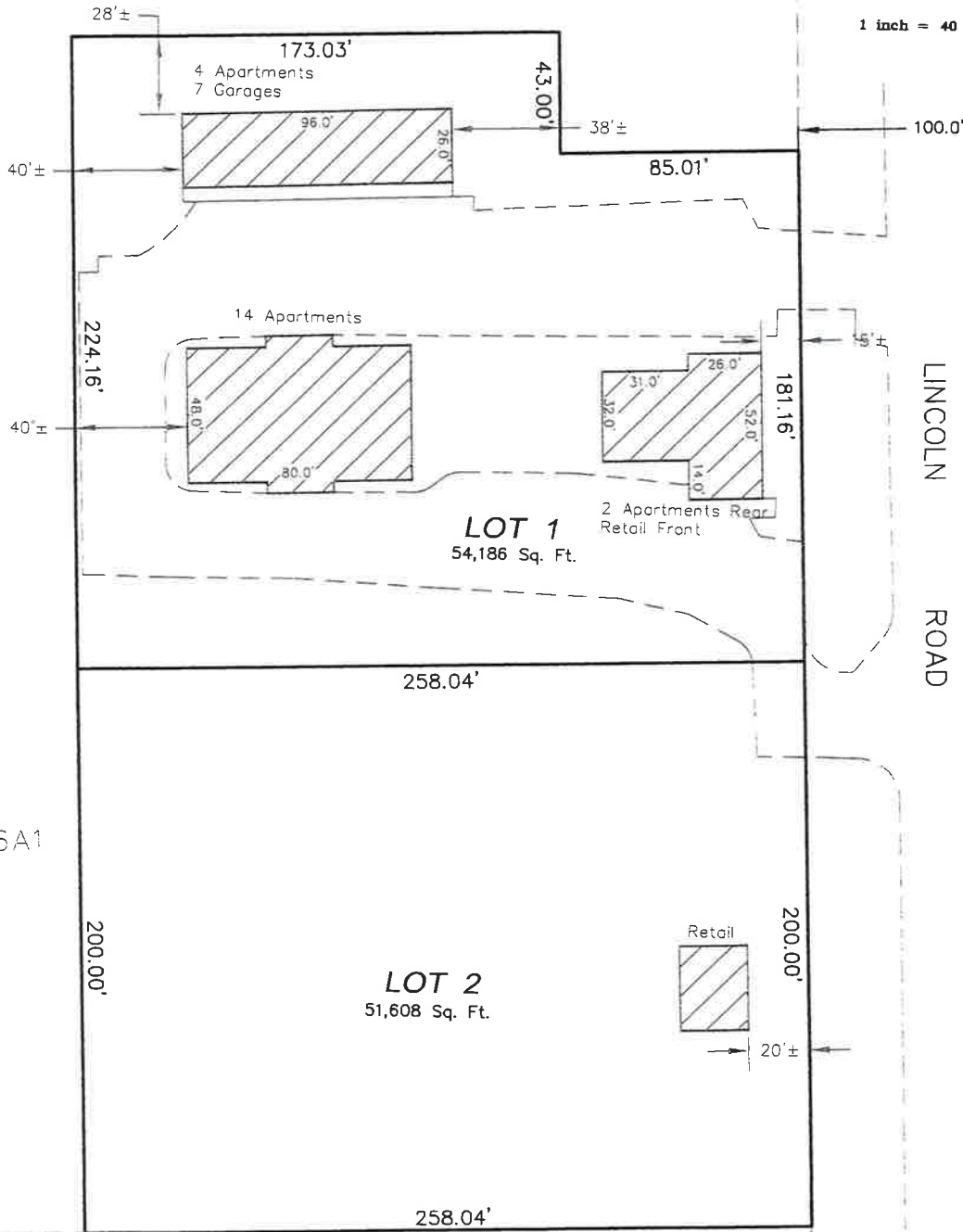
360

LINCOLN
ROAD

WEST
23rd
AVE

BLOCK

361



LOT 6A1

DRAWN: RDH

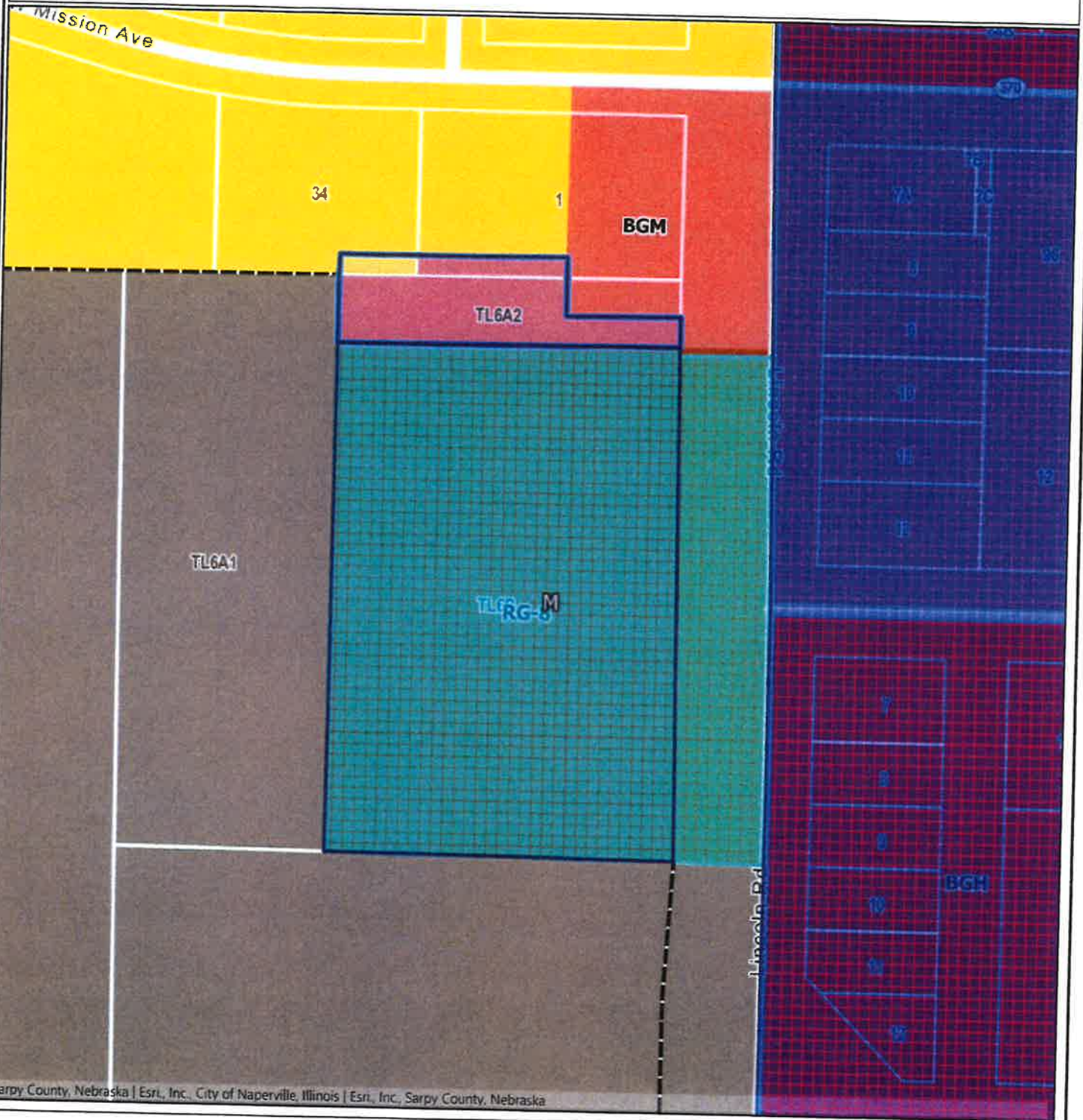
DATE: 11/28/2021 PROJECT NO. LINCOLN PLACE ADD.



HILL-FARRELL ASSOCIATES, INC.

Land Surveyors

Bellevue, NE 68005 (402) 291-6100



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

Notes



Map Scale 1: 1592

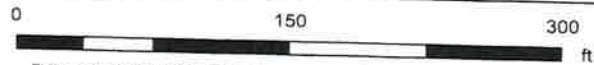
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Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

Notes



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HEER AND THEIR ADDITION

WEST MISSION AVE

SURVEY: RD4040140
 DRAWN: RDH
 DATE: 10/22/21
 10/28/2021
 11/20/2021
 12/07/2021

RECEIVED
DEC 07 2021
PLANNING DEPT.

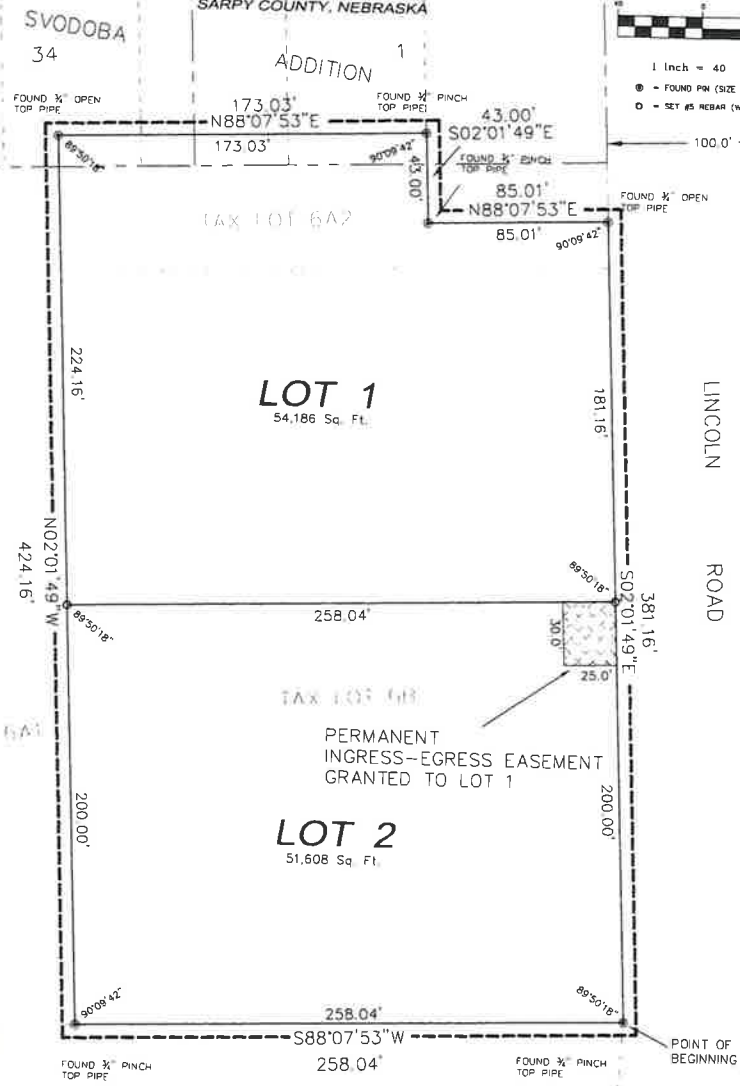
HEER AND THEIR ADDITION
 BELLEVUE, NEBRASKA
 SMALL SUBDIVISION PLAT

HILL-FARRELL ASSOCIATES, INC.
 Land Surveyors
 Bellevue, NE 68123 (402) 291-6100



PROJECT NO.
 JEFFERSON PLACE
 ADDITION PLAT 2

LOTS 1 and 2
 BEING A REPLAT OF TAX LOT 6B AND THAT PART OF TAX LOT 6A2 BEING THE NORTH 50 FEET OF THE WEST 175 FEET OF THE EAST 260 FEET AND THE SOUTH 22 FEET OF THE EAST 85 FEET OF THE EAST 260 FEET OF TAX LOT 6A, TOGETHER WITH THE SOUTH 15 FEET OF THE WEST 110 FEET OF LOT 1 AND THE SOUTH 15 FEET OF THE EAST 65 FEET OF LOT 34. SVOBODA'S ADDITION TO THE CITY OF BELLEVUE.
 SEC. 36, T14N, R13E, 6th P.M.
 SARPY COUNTY, NEBRASKA



SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN "HEER AND THEIR ADDITION," BEING A REPLAT OF TAX LOT 6B AND THAT PART OF TAX LOT 6A2 BEING THE NORTH 50 FEET OF THE WEST 175 FEET OF THE EAST 260 FEET AND THE SOUTH 22 FEET OF THE EAST 85 FEET OF THE EAST 260 FEET OF TAX LOT 6A, TOGETHER WITH THE SOUTH 15 FEET OF THE WEST 110 FEET OF LOT 1 AND THE SOUTH 15 FEET OF THE EAST 65 FEET OF LOT 34, SVOBODA'S ADDITION, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TAX LOT 6B, THENCE S88°07'53\"/>

DATE _____
 RONALD D. HILL NEBRASKA L.S. NO. 373

DEDICATION

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 RUTH M. HEER CO-TRUSTEE OF THE DAVID AND RUTH HEER REVOCABLE TRUST

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
 COUNTY OF SARPY) SS

ON THIS _____ DAY OF _____ 2022, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DAVID J. HEER AND RUTH M. HEER, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

DATE _____ NOTARY PUBLIC _____

APPROVAL OF BELLEVUE PLANNING COMMISSION
 THIS PLAT OF "HEER AND THEIR ADDITION" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS _____ DAY OF _____ 2021.

CHAIRPERSON
 BELLEVUE PLANNING COMMISSION

APPROVAL OF BELLEVUE CITY COUNCIL
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ATTEST: _____ MAYOR, CITY OF BELLEVUE, NEBRASKA

REVIEW BY SARPY COUNTY PUBLIC WORKS
 THIS PLAT OF "HEER AND THEIR ADDITION" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____ 2022.

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 _____ SARPY COUNTY TREASURER _____

WEST
 23rd
 AVE

LINCOLN
 ROAD

SVOBOBA
 34

LOT 1
 54,186 Sq. Ft.

LOT 2
 51,608 Sq. Ft.

PERMANENT
 INGRESS-EGRESS EASEMENT
 GRANTED TO LOT 1

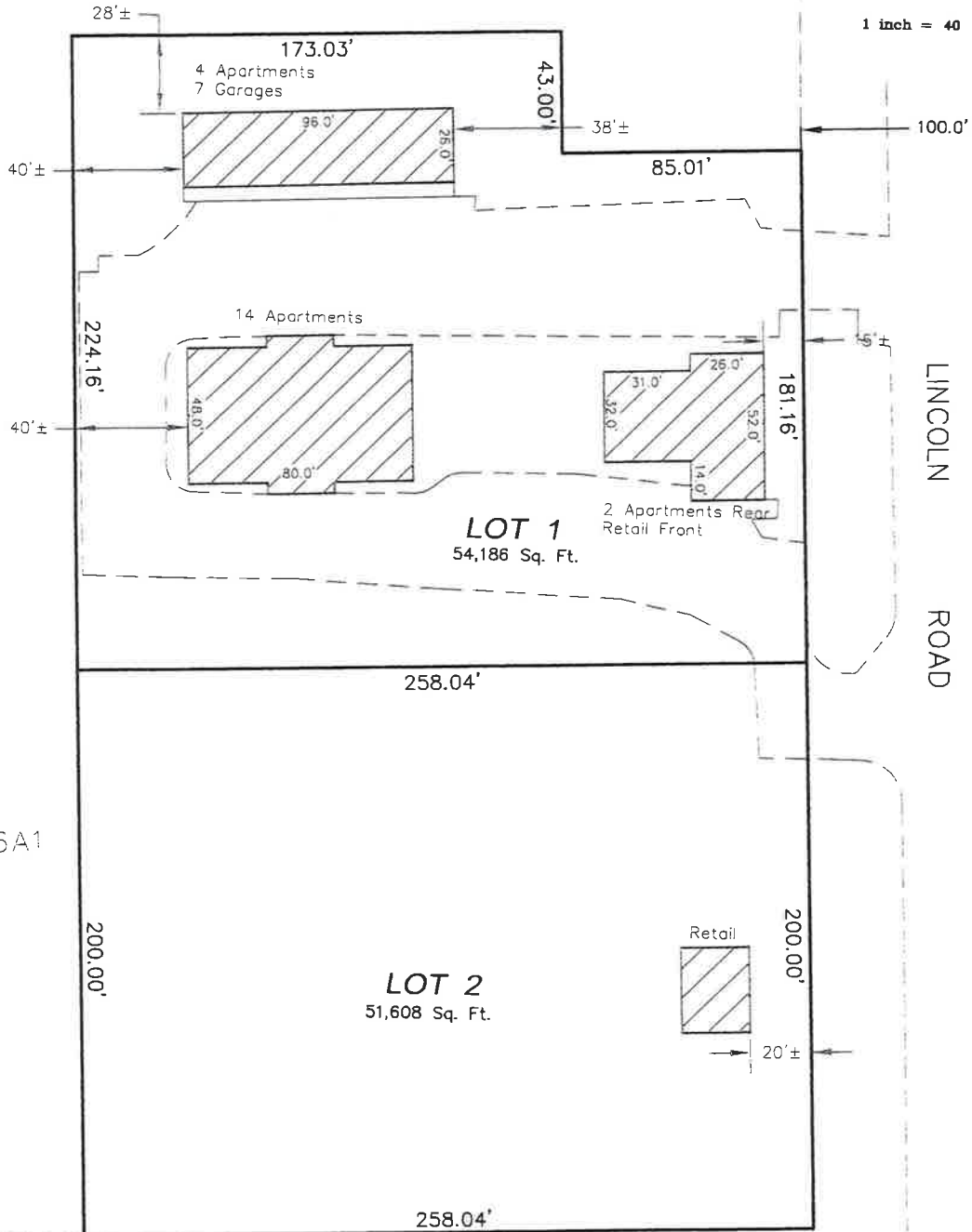
POINT OF
 BEGINNING

RECEIVED

NOV 29 2021

PLANNING DEPT.

LINCOLN PLACE ADD. AS BUILT - EXISTING BUILDINGS 2302 and 2304 LINCOLN ROAD



BLOCK

360

LINCOLN ROAD

WEST 23rd AVE

BLOCK

361

LOT 6A1

DRAWN: RDH

DATE: 11/28/2021 PROJECT NO. LINCOLN PLACE ADD.



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

ORDINANCE NO. 4073

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 2304 LINCOLN ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 and 2, Heer and Theer Addition, being a replat of Tax Lot 6B, and that Part of Tax Lot 6A2, being the north 50' of the west 175' of the east 260' and the south 22' of the east 85' of the east 260' of Tax Lot 6A, together with the south 15' of the west 110' of Lot 1, and the south 15' of the east 65' of Lot 34, Svoboda's Addition to the City of Bellevue, all located in the Southwest 1/4 of Section 36, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RG-8-M (General Residential - 800 Square Foot Zone - Modified Residential District) and BGM (Metropolitan General Business District) to BGM (Metropolitan General Business District)

(1st City Development, LLC)

Section 2. This ordinance shall not take effect until such time as the small subdivision plat of Heer and Theer Addition 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 _____, 2022.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
01/18/2022

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

SUBJECT:

Request to rezone Tax Lot 6A6, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG to RG-20 for the purpose of an adolescent care facility. Applicant: i3, LLC. General location: 105 Fort Crook Road South.

SYNOPSIS/BACKGROUND:

i3, LLC, on behalf of Broadstep, is requesting to rezone the property located at 105 Ft Crook Rd S from BG to RG-20 for the purpose of an adolescent care facility. The applicant desires to repurpose the current Royal Inn Motel to a 24/7 residential adolescent care facility for youth with behavioral and mental health needs.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. <u>PC Recommendation</u>	2. <u>Staff Report</u>	3. <u>Ord No. 4074</u>
4. <u></u>	5. <u></u>	6. <u></u>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Buebel
Tammi Palm

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: i3, LLC

CASE #: Z-2111-23

CITY COUNCIL HEARING DATE: February 1, 2022

REQUEST: to rezone Tax Lot 6A6, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG (General Business District) to RG-20 (General Residential – 2,000 Square Foot Zone) for the purpose of an adolescent care facility.

On December 16, 2021, the City of Bellevue Planning Commission voted four yes, two no, three absent and zero abstained:

DENIAL based upon the Future Land Use Map and Comprehensive Plan, as well as the perceived negative impact upon the surrounding area.

VOTE:

Yes:	Four:	No:	Two:	Abstain:	Zero:	Absent:	Three:
	Aerni		Ritz				Casey
	Cutsforth		Hankins				Perrin
	Ackley						Compton
	Jacobson						

Planning Commission Hearing (s) was held on: December 16, 2021

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2111-23

FOR HEARING OF:

REPORT #1: December 16, 2021

REPORT #2: February 1, 2022

I. GENERAL INFORMATION

A. APPLICANT:

i3, LLC
Attn: Fisher Easterling
955 East Main Street, Ste. E, Box 92
Lexington, SC 2964

B. PROPERTY OWNER:

Radhe Krishna, LLC
105 Fort Crook Road South
Bellevue, NE 68005

C. GENERAL LOCATION:

105 Fort Crook Road South

D. LEGAL DESCRIPTION:

Tax Lot 6A6, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M.,
Sarpy County, NE

E. REQUESTED ACTION:

1. Rezone Tax Lot 6A6, from BG to RG-20 for the purpose of an adolescent care facility.

F. EXISTING ZONING AND LAND USE:

BG, Commercial Building (Royal Inn Motel)

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning to facilitate an adolescent care facility.

H. SIZE OF SITE:

The site is approximately 1.87 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

This property is developed with the Royal Inn Motel, which was constructed in 1956.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Strip Retail/Commercial, BGH
2. **East:** Single Family Residential, RD-60
3. **South:** Single Family Residential, RG-28 and RD-60
4. **West:** Vacant, BG (across Fort Crook Road South)

C. REVELANT CASE HISTORY:

1. On December 16, 2021, the Planning Commission recommended denial of a request to rezone Tax Lot 6A6, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BG to RG-20 for the purpose of an adolescent care facility.

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

If the rezoning is approved, the applicant intends to convert the existing building into an adolescent residential care facility.

C. TRAFFIC AND ACCESS:

1. The MAPA Traffic Flow Data estimates 4,300 vehicles per day along the northbound leg of Fort Crook Road, north of the intersection of Fort Crook Road and Cornhusker Road.
2. This property has access from two points along Fort Crook Road South.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. i3, LLC has submitted a request to rezone Tax Lot 6A6, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, NE from BG to RG-20.
2. The applicant is requesting a zoning change to RG-20 in order to facilitate an adolescent residential group home facility. No platting is being requested at this time.

The applicant states Broadstep Behavioral Health is a national care provider for both adolescents and adults. They have recently added Nebraska to its geography due to a statewide shortage of care in this category. The building located at 105 Fort Crook Road South, home of the Royal Inn Motel, would be converted into an adolescent residential group home facility for those with behavioral health challenges and therapeutic needs. The adolescents in this facility would eat, sleep, recreate, and be educated on premises.

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

3. This property is located along the Fort Crook Road South corridor. The corridor consists of commercial/heavy commercial uses north of the property, and a mix of residential and commercial uses to the south of the property.
4. The Avery Heights residential neighborhood is adjacent to the south and east of this property.
5. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, 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.

Mike Christensen, Chief Building Official, commented this type of use would be considered a complete change of occupancy from its current use and would require the entire structure to be brought up to current code for the new occupancy. He stated the number of individuals needing care and the number of staff proposed is needed to classify the exact type of use.

Donald Gifford, Battalion Chief, had comments regarding the need to update the building with the proposed change of occupancy to meet the health care life safety codes.

No other comments were received on this case.

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

7. The RG-20 District allows hospitals, sanitariums, rest homes, nursing homes, elderly or retirement housing, convalescent homes, other similar institutions, or philanthropic institutions as a permitted use.

8. The Fort Crook Road Corridor Redevelopment Plan, describes this sub-area as The Galvin Corner Neighborhood and designates this section of Fort Crook Road South as a mixed-use district, with retail, office, and residential uses. The Galvin Corner Neighborhood shows this specific area as a traditional multi-family residential use district, with apartments and condos.

9. Staff does not believe this request is compatible with the existing development along the Fort Crook Road corridor and the adjoining residential neighborhoods, nor is it appropriate when considering the Future Land Use Map designation of this property and the Comprehensive Plan.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

DENIAL based upon the Future Land Use Map and Comprehensive Plan, as well as the perceived negative impact upon the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

DENIAL based upon the Future Land Use Map and Comprehensive Plan, as well as the perceived negative impact upon the surrounding area.

VI. ATTACHMENTS TO REPORT

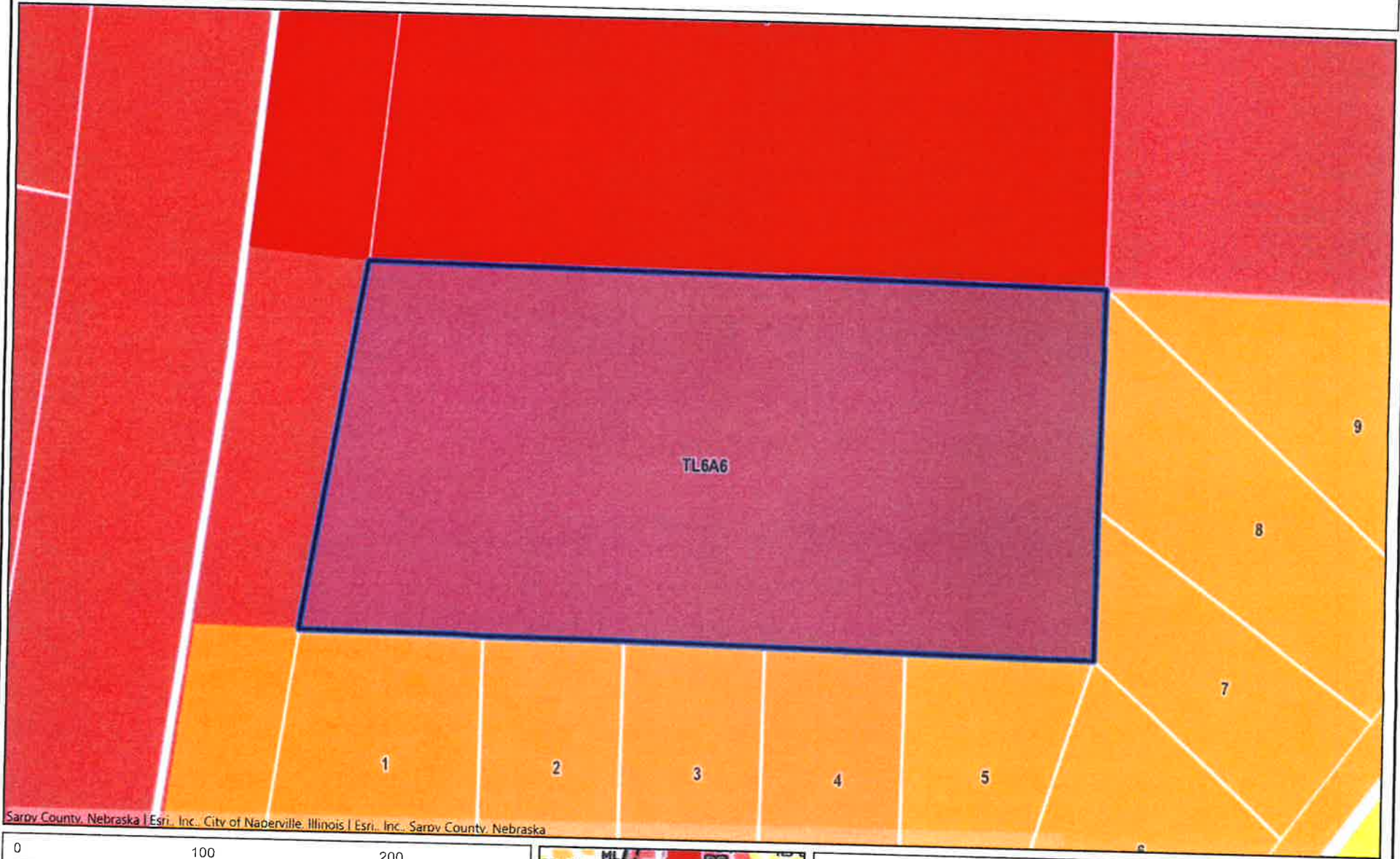
1. Vicinity Map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Fisher Easterling received November 12, 2021.
4. Information from Fisher Easterling received December 16, 2021
5. Letter from Marty Giff received December 15, 2021.

VII. COPIES OF REPORT TO:

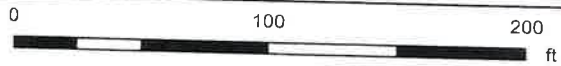
1. i3, LLC
2. Radhe Krishna, LLC
3. Don Schleining
4. Public Upon Request


Assistant Planning Manager


Planning Manager Date of Report



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



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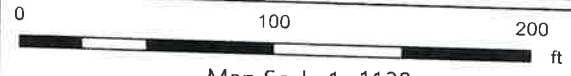


Notes





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Map Scale 1: 1128

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Notes





i3, LLC
955 E. Main Street
Suite E Box #92
Lexington, SC 29072

Dear Ms. Palm:

Thank you for your time and consideration regarding the pending request to re-zone the property a 105 Fort Crook Road. As previously discussed, we are seeking a new zoning status, changing from the current "BG" designation to the appropriate "RG-20" designation. It is our understanding that this zoning change will allow for the Tenant's use as behavioral healthcare providers.

To be more specific "Broadstep Behavioral Health" is a national care provider for both adolescents and adults and has recently added Nebraska to its geography due to a stated statewide shortage of care in this category. This facility is planned for adolescent care for those with behavioral health challenges and therapeutic needs. The youth in this facility will eat, sleep, recreate, and be educated on these premises. Please let us know if there are any questions at all about this group, or the specific intentions for the property. We look forward to discussing with your group as necessary, and we look forward to being a part of the Bellevue community.

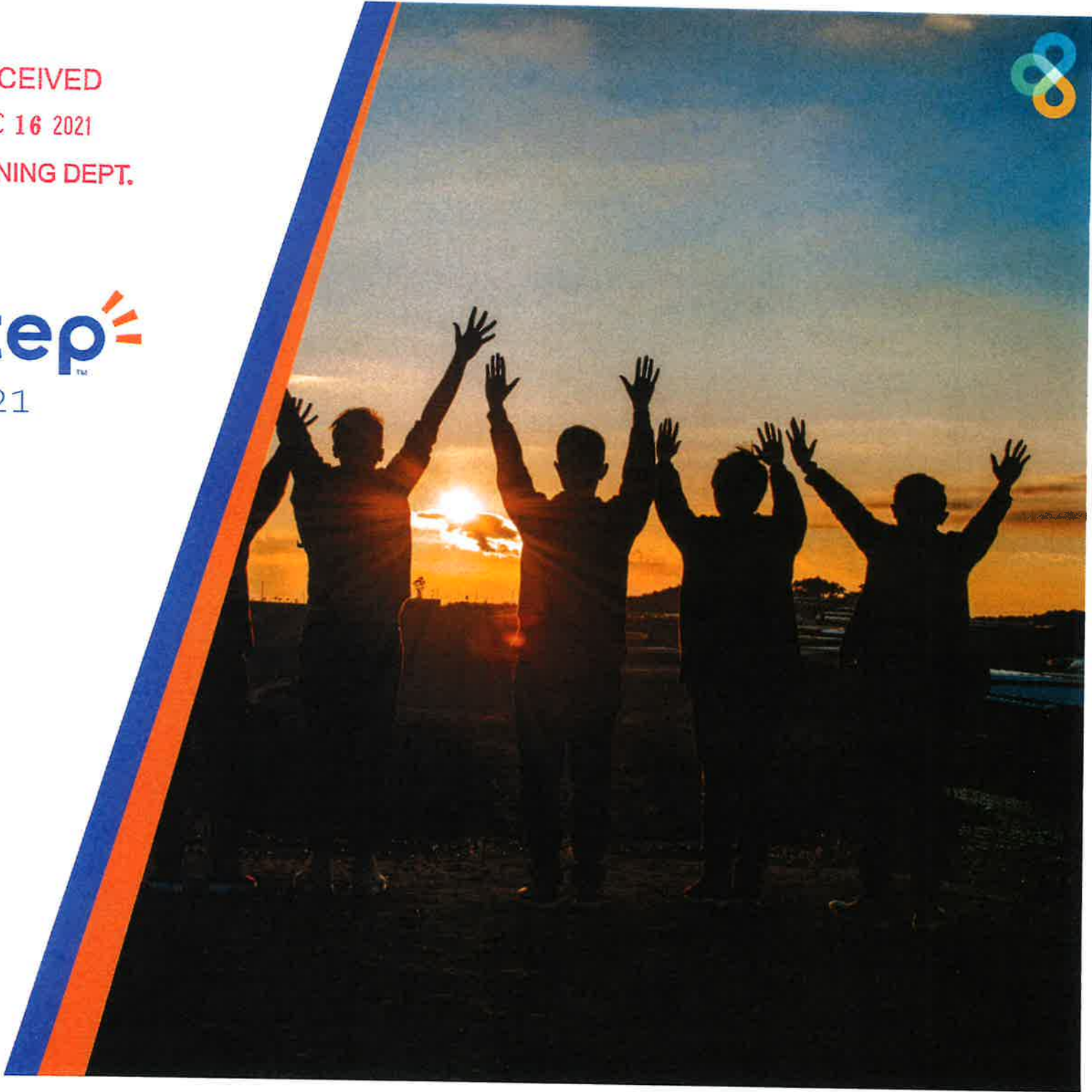
Best Regards,

Fisher Easterling

RECEIVED
NOV 12 2021
PLANNING DEPT.

RECEIVED
DEC 16 2021
PLANNING DEPT.

broadstepTM
Bellevue, NE 2021





Who is broadstep?



- Broadstep represents the new age efficiency of Group Homes for children and adults with intellectual and developmental disabilities (I/DD), mental illness & co-occurring disorders. When researching group homes, you find that most are “mom & pop” homes with one or two locations. Broadstep has stepped into an industry that is over-due for a corporate entrance. Group Homes are already a profitable venture but making costs more efficient is the up-side.
- Entering markets with favorable reimbursement rates, and friendlier legislation, are the leading contributors to the company's growth.
- Bain Capital, detailed on page 3, founded Broadstep as a part of their “Double Impact” strategy.
- With 94 locations across the United States, the projection for growth are strong.

It's easier to grow when you feel safe, comfortable, loved, and advocated for. So we care for the whole person, providing a continuum of physical, emotional, and mental support for children and adults with intellectual and developmental disabilities (I/DD), mental illness, and co-occurring disorders. With outcomes rooted in discovering and championing personal definitions of progress, our individuals, families, caregivers, and neighbors are building more and more communities people can call home.

broadstep's Vision – To be America's first choice in behavioral health and supportive living.

broadstep's Mission – To provide first-class behavioral health and supportive living services by being the nation's best employer, provider and community partner.

broadstep's Values – ACE IT with FUN: **Accountability, Compassion, Excellence, Integrity, Teamwork, Fun**



Backed by Bain Capital

- Bain Capital is one of the world's leading private, multi-asset alternative investment firms with approximately **\$105b in assets under management**.
- As part of their public outreach, Bain Capital developed a **'double impact' investment strategy**. Double Impact allows them to invest in companies to provide both a financial as well as a societal impact.
- From Bain Capital's website:

"Impact investing has the power to build great companies that deliver both competitive financial returns and meaningful, measurable social and environmental good. Bain Capital Double Impact pursues investments where we can utilize our unique capabilities to help mission-driven companies scale and drive meaningful change.

Our goal is to scale financial and impact growth for our partner companies, which are solving critical social problems, and doing so with sustainable business models. We believe that our value-added approach, experienced team and broad platform expertise helps provide the resources and capabilities that these companies need to thrive."

Double Impact Partners





105 Fort Crook Road Bellevue, NE

Community Investment

Broadstep has chosen 105 Fort Crook Road as the next location for a campus in Nebraska.

This location will need to be re-developed with an estimated \$1,500,000 in improvements. This will be done by local contractors once due diligence and closing have been completed.

This opportunity is a **for profit entity**. Not only will Broadstep be participating in property taxes, but that assessed value will **increase significantly**.

Job creation is another large investment in the community. Broadstep projects upwards of 32 jobs to be created on this campus. These include:

- **Management Level Positions**
- **Nursing Positions**
- **Psychiatric Professionals**



i3's Participation Strategy (Landlord)

As the future investor and landlord of the 601 Chateau Drive development i3, LLC is working towards the following:

- **Purchase the Assets for Broadstep:** i3 purchases the land and building, hires the local contractors, architects, engineers, and re-invests in the existing building.
- **Successfully Transform the Motel:** i3 is currently working with Don Schleining, and Broadstep, to renovate and re-design the Motel at 105 Fort Crook Road.
 - The project will not be a complete tear-down, but an improvement.
 - Changing the façade and landscape to an upgraded and approved design is a primary objective of our team.
- **Involvement in the Community:**
 - Broadstep's ability to change zoning in other municipalities has been successful through community involvement.



Current Motel (105 Fort Crook Road)

Tammi Palm

From: Fisher Easterling <fisher.easterling@i3resources.com>
Sent: Thursday, December 16, 2021 10:04 AM
To: Tammi Palm
Subject: Bellevue Broadstep "Deck"
Attachments: Broadstep Deck 12.14.21_.pdf

Tammi,

Please see the attached. Thank you!



Fisher Easterling

Director of CRE Acquisitions & Development
i3, LLC

c. 864.680.1170

e. fisher.easterling@i3resources.com

w. www.i3resources.com | [Read Family Matters](#)

[Connect on LinkedIn](#)

You worked hard for your legacy.

We'll work hard to protect it.

Because we believe that families are stronger, together.

RECEIVED
DEC 16 2021
PLANNING DEPT.



Giff Property Services

2211 Thurston Circle, Bellevue, NE 68005 402-557-5999

December 15, 2016

Tammi Palm
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005
tammi.palm@Bellevue.net

RE: Case #: Z-2111-23
105 Fort Crook Road South
PB Hearing 12-16-2021

I received notice of the proposed zoning change action for the above identified Case and property. I am an owner and the property manager of the adjacent property to the north at 2209-2229 Thurston Circle called Fort Crook Plaza. I am unable to attend the planning commission meeting, but would like to express my opinion to this matter.

My property is identified as being used for strip retail/commercial. I want to clarify that Fort Crook Plaza is a flex facility that consists of 10 bays that are used for office and warehousing purposes. There are nine overhead doors on the north elevation of my building that are used daily by full length 53' semi trucks transporting freight. There are also multiple smaller service vehicles that utilize the north overhead doors. I do not believe that adolescent occupancy of the structure immediately adjoining the parking lot of a warehousing facility like Fort Crook Plaza is safe nor appropriate.

Fort Crook Road is steadily travelled 6-lane arterial with a raised median. Ingress and egress to the 105 Fort Crook Road is only possible via northbound travel. A median break exists a block north at Thurston Circle, but U-turns are not permitted at this intersection as there is no deceleration lane. The current use of the 105 Fort Crook property as a motel already results in continual illegal U-turns at the intersection, and drivers using the my Fort Crook Plaza driveway as a circulation path causing increased risk of accidents and injury in my parking lot. I am concerned that the proposed use will have more daily patrons, resulting in more illegal traffic issues.

I therefore do not agree with the proposed rezoning for RG-20 multiple family use.

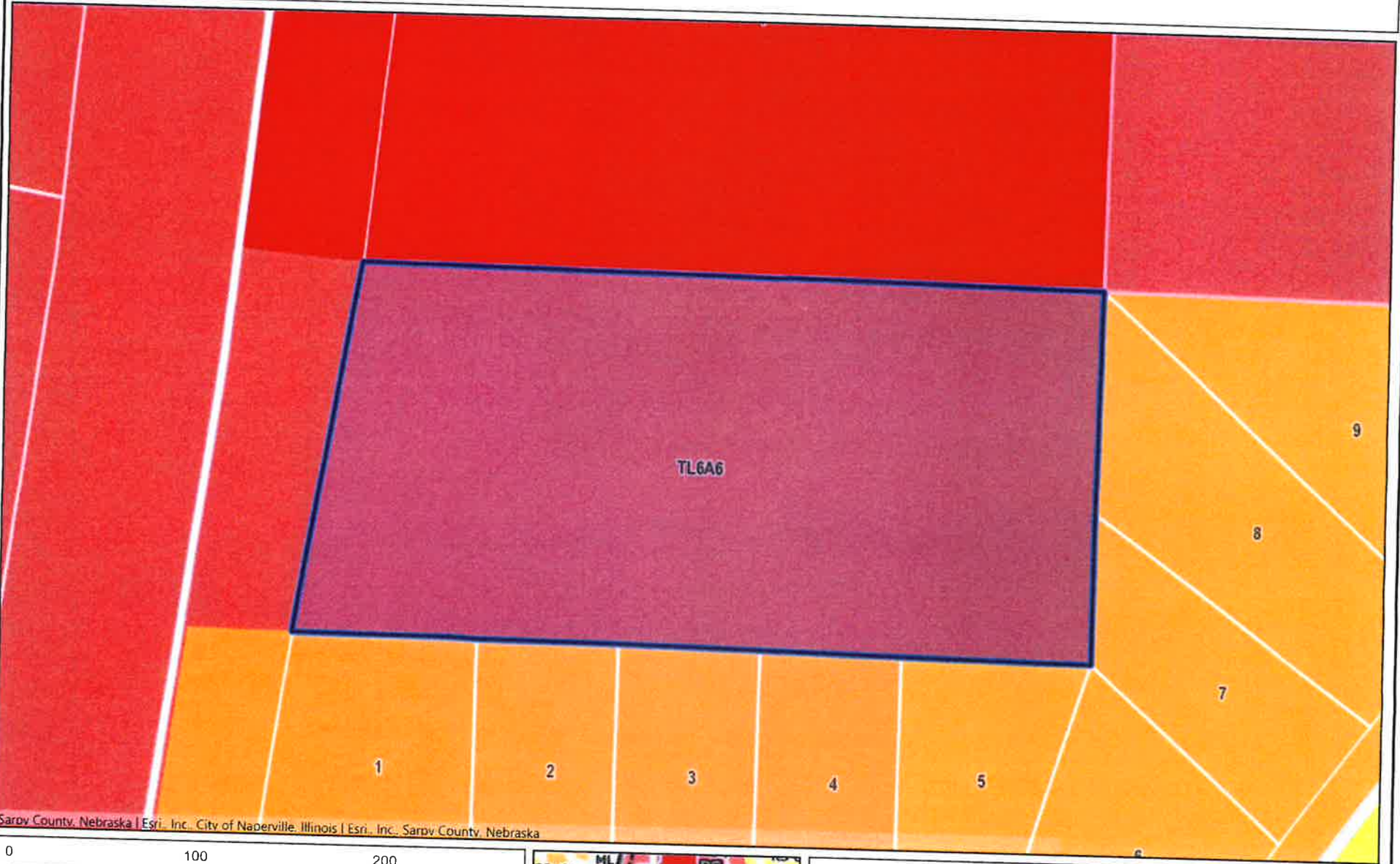
Please include this letter a part of the public record regarding the Case.

Marty Giff
Owner/Manager
Fort Crook Plaza

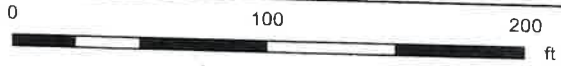
RECEIVED
DEC 15 2021
PLANNING DEPT.



SARPY COUNTY
NEBRASKA



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



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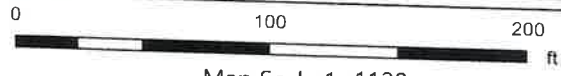


Notes



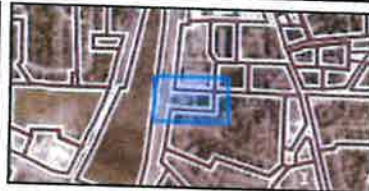


Esri, Inc. City of Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska



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Notes



ORDINANCE NO. 4074

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 105 FORT CROOK ROAD SOUTH, 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:

Tax Lot 6A6, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BG (General Business District) to RG-20 (General Residential – 2,000 Square Foot Zone)

(i3, LLC)

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

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

ADOPTED by the Mayor and City Council this _____ day of _____, 2022.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

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

**13d.
01/18/2022**

COUNCIL MEETING DATE: 01/18/2022		SUBMITTED BY: Legal/Administration	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Ordinance No. 4075, an ordinance to repeal section 20-2 of the Bellevue Municipal Code regarding furnishing cigarettes, tobacco, etc. to minors and to provide for an effective date.

SYNOPSIS/BACKGROUND:

The legislature changed the age to sell tobacco products to 21 instead of 18. The BPD does not issue citations under city code for this violation since there is an exact state statute on point regarding this item and citations would be issued under the state statute violation. It has been suggested to repeal 20-2 in our city code and just defer to state statute for enforcement of this item (as may be amended by the legislature). See Neb. Rev. Stat. 28-1419.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve Ordinance 4075.

ATTACHMENTS:

1. <input type="text" value="Ordinance - Repeal"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bredt
[Signature]
[Signature]

ORDINANCE NO. 4075

AN ORDINANCE TO REPEAL SECTION 20-2 OF ARTICLE I, CHAPTER 20, OF THE BELLEVUE MUNICIPAL CODE REGARDING FURNISHING CIGARETTES, TOBACCO, ETC. TO MINORS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Section 20-2 of Chapter 20, Article I of the Bellevue Municipal Code which reads as follows is hereby repealed and shall be “reserved” for future use.

§ 20-2 MINORS- FURNISHING CIGARETTES, TOBACCO, ETC.

No person shall give, sell or furnish any cigarettes, cigars, cigarette materials or tobacco in any form to any minor under 18 years of age.

Section 2. This Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ____ day of _____ 2022.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
01/18/2022

COUNCIL MEETING DATE: 12/21/2021		SUBMITTED BY: Tammi Palm, Planning Manager		tabled from 12/21/21	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>		

SUBJECT:

Request to approve the Jefferson Place Redevelopment Plan for Lots 1 through 6, and Part of Lots 7 through 11A, lying south and west of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys. Applicant: Mercury Property Management, Inc.. General Location: 16th Avenue & Jefferson Street.

SYNOPSIS/BACKGROUND:

Mercury Property Management, Inc. is requesting approval of the Jefferson Place Redevelopment Plan for Lots 1 through 6, and part of Lots 7 through 11A, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys. The proposal consists of ten dwelling units in three buildings (two four-plex buildings and one duplex). Each dwelling unit will be approximately 2,750 square feet: 1,400 square feet on the main level and 1,350 square feet on the lower level. As part of the redevelopment plan, the applicant is requesting approval of \$750,000 in Tax Increment Financing.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:


1. Staff Memo	2. Resolution 2021-53	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





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

MEMORANDUM

TO: City Council
Mayor Rusty Hike
City Administrator Jim Ristow

FROM: Angela Curry, Assistant Planning Manager

DATE: December 14, 2021

RE: Proposed Redevelopment Plan for Jefferson Place

Attached for your review and recommendation is the Redevelopment Plan for the Jefferson Place redevelopment project. This plan proposes the redevelopment of the vacant property of Lots 1 through 6, and Part of Lots 7 through 11A, lying south and west of Harvell Drive, Block 170, Bellevue. This area was previously designated as blighted and substandard by Resolution 2021-38, which was approved by the City Council on October 19, 2021. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The site is approximately 1.71 acres in size and consists of several non-conforming, residential lots located south of West 16th Avenue, along Harvell Drive. The lots are undeveloped. The property lacks improvements and has been vacant for many years.

The applicant is proposing redevelopment of the property by rezoning and replatting the existing lots to be developed into ten residential dwelling units. The development will consist of two four-plex residential structures, along with one duplex residential structure. Each unit will be approximately 2,750 square feet (1,400 square feet on the main level, and 1,350 square feet on the lower level) in addition to a garage.

The applicant anticipates approximately \$536,000 will be necessary for civil site improvements, to include public utility relocation and infrastructure improvements.

The applicant is estimating the property's valuation to be \$3,150,000 upon completion. The Redevelopment Plan states there is approximately \$860,000 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF to fund \$750,000 of the expenses. The breakdown of costs and

data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area that has remained vacant and underutilized.

The Redevelopment Plan meets the requirements of Section 18-2111 of Nebraska State Statutes with respect to required plan contents. As required by Nebraska State Statutes, the Planning Department advertised the public hearing on this application twice in local publications and sent notification to the governing bodies of Sarpy County, the Papio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the Jefferson Place Redevelopment Plan based on the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development near the Olde Towne district.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommends APPROVAL of the Jefferson Place Addition Redevelopment Plan based on the elimination of a blighted and substandard area, conformance with the requirements of State Statutes, and the opportunity for infill development near the Olde Towne district.

RESOLUTION 2021-53

WHEREAS, Mercury Property Management Inc., is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), legally described as Lots 1 through 6, and Part of Lots 7 through 11A, lying south and west of Harvell Drive, Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys, Sarpy County, Nebraska ("Redevelopment Project Area"); and

WHEREAS, the Redevelopment Project Area is situated within an area previously designated by the Bellevue City Council as blighted and substandard and in need of redevelopment as such terms are defined and contemplated by the Nebraska Community Development Law (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the "Act"); and

WHEREAS, Mercury Property Management Inc. has submitted the Redevelopment Project Plan for the Redevelopment Project Area ("Redevelopment Plan") to the Council for its approval as the governing body of the City (as such terms are contemplated by the Act) for the redevelopment of the Redevelopment Project Area; and

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

WHEREAS, the Redevelopment Plan anticipates the redevelopment of land with new residential units to be used for multi-family residential use, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of Mercury Property Management Inc; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$3,149,200 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, Mercury Property Management Inc. and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of Mercury Property Management Inc., in an amount not to exceed the principal sum of \$750,000 which, if fully paid, will reimburse Mercury Property Management Inc. for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

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

WHEREAS, following a public hearing convened by the Bellevue Planning Commission pursuant to and in accordance with Section 18-2115 of the Act, the Bellevue Planning Commission concluded that the Redevelopment Plan was in conformity with the general plan for the development of the City and otherwise in conformity with the Act and recommended that this

Council approve the Redevelopment Plan, such recommendation being attached to this Resolution in the form of Exhibit "B"; and

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

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

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

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

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

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

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

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

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

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

2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, Mercury Property Management Inc., and such other parties as shall be appropriate, to be first approved by this City Council, the appropriate City officers, employees and agents shall undertake all such acts as shall be necessary or appropriate to implement the Redevelopment Plan or to otherwise allow for the Redevelopment Project.

PASSED AND ADOPTED THIS 18TH DAY OF January, 2022.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk



RECEIVED

NOV 08 2021

PLANNING DEPT.

**REDEVELOPMENT PLAN FOR THE
JEFFERSON PLACE REDEVELOPMENT PROJECT
IN THE CITY OF BELLEVUE, NEBRASKA**

Introduction

This Redevelopment Plan identifies a certain redevelopment area in the City as legally described as follows:

Lots 1-6, and Part of Lots 7-11A, Lots 11B and 12, Block 170; Lots 1 -12, Block 171, Bellevue; vacated 17th Avenue between Jefferson Street and Franklin Street; and the adjacent rights-of-way of West 16th Avenue, Harvell Drive, Franklin Street, West 18th Avenue, and Jefferson Street

(the "Redevelopment Area"). The Redevelopment Area is depicted below:



The Jefferson Place Blight and Substandard Study was prepared in August, 2021 by JEO Consulting Group, Inc. The Redevelopment Area was declared blighted and

substandard by the City Council on October 19, 2021.

The purpose of this Redevelopment Plan is to identify specific property within the Redevelopment Area that is in need of redevelopment to cause the removal of blight and substandard conditions in the Redevelopment Area. This Redevelopment Plan serves as the guide for the implementation of redevelopment activities on the Project Site, as defined herein.

The Jefferson Place Project Site

The Project Site is hereby defined as the following property, which is located in the Redevelopment Area:

Lots 1, 2, 3, 4, 5, 6, and parts of Lots 7, 8, 9, 10 and 11A lying South and West of Harvell Drive, in Block 170, in the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, together with vacated portions of alleys and streets abutting thereon, EXCEPTING therefrom, the South 20 feet of Lot 11, Block 170, in the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska, together with the vacated portions of Franklin Street abutting thereon, as described in the Quit Claim Deed in Book 132 at Page 133 filed July 12, 1967.

(the "Project Site"). The Project Site shall also include all rights of way adjacent to the Project Site. The lots comprising the Project Site (together with all adjacent public rights of way) are depicted below:



The Project Site located within the Redevelopment Area has been declared blighted and substandard. The Project Site is in need of redevelopment. The Community Development Agency of the City of Bellevue ("CDA") has considered whether redevelopment of the Project Site will conform to the general plan and the coordinated, adjusted, and harmonious development of the City and its environs. The Project Site is currently vacant and is not served by public infrastructure adequately designed to support the proposed redevelopment project. The Project Site will require, among other things, the relocation of utilities and other improvements for development to be feasible. In this consideration, the CDA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of safety from fire, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight. The blighted condition of the Project Site and the Redevelopment Area has contributed to its inability to attract businesses and/or development. In order to support private development, the Project Site and the Redevelopment Area are in need of renovation and redevelopment.

Description of the Jefferson Place Project

The project under consideration will consist of the construction of approximately 10 residential dwelling units and associated improvements on the Project Site (the "Project").

Mercury Property Management, Inc., a Nebraska corporation (the "Redeveloper"), has submitted a proposal for the Project and the redevelopment of the Project Site. The redevelopment of the Project Site pursuant to this Redevelopment Plan will eliminate the current blight and substandard conditions of the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan.

As part of the Project, the CDA shall capture available tax increment from the Project Site to assist in payment for the public improvements listed as eligible expenditures under the Act in the Redevelopment Area. Such public improvements may include, but are not limited to: land acquisition, site preparation, utility infrastructure relocation and improvements, streetscape improvements, landscaping, architectural, engineering, and legal fees, landscaping, façade enhancements, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. Redeveloper shall be responsible for all other costs and expenses associated with the Project.

Preliminary site plans for the Project are attached hereto as Exhibit "A" and incorporated herein by this reference. The CDA acknowledges that these plans are preliminary in nature and subject to change, but has included the current information submitted by Redeveloper.

Tax Increment Financing

The CDA contemplates the use of TIF for the Project. Section 18-2147 of the Act

authorizes the use of TIF. It provides that any ad valorem tax levied upon real property, or any portion thereof, in a redevelopment project shall be divided, for a period not to exceed fifteen years after the effective date as identified in the redevelopment contract, or amendment thereof, or in the resolution(s) of the authority authorizing the issuance of TIF Indebtedness pursuant to the Act, as follows:

- (a) That portion of the ad valorem tax the levy produces at the rate fixed each year by or for each public body upon the redevelopment project valuation shall be paid into the funds of each such public body in the same proportion as are all other taxes collected by or for the body ("Base Tax Amount"); and
- (b) That portion of the ad valorem tax on real property, as provided in the redevelopment contract or bond resolution, in the redevelopment project in excess of the Base Tax Amount, if any, shall be allocated to and, when collected, paid into a special fund of the authority to be used solely to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans, notes, or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such authority for financing or refinancing, in whole or in part, the redevelopment project.

With respect to the Project, the actual base tax year and Base Tax Amount for the Project Site will be set forth in the redevelopment agreement. The division of taxes for the Project Site may be effectuated in phases. Notwithstanding any provision herein to the contrary, all incremental tax revenues resulting from each lot in the Project Site shall only be divided and allocated for no more than the applicable 15-year increment period provided by the Act.

The 2021 assessed value of the Project Site is \$800. Based upon a final valuation of \$315,000 per unit, the projected completed valuation of the Project is \$3,150,000. The CDA does not make any representations to the final value of any Project, but has relied upon the Redeveloper's estimate of the final valuation of the Project.

Based upon the anticipated completed valuation of \$3,150,000 and an anticipated 5.0% interest rate for the TIF Note, the Project will yield TIF Indebtedness in the amount of approximately \$750,000. Redeveloper anticipates that the total Project costs shall be approximately \$4,000,000. Redeveloper has identified approximately \$860,000 in estimated TIF-eligible expenditures. The estimated TIF uses is set forth below:

Site Acquisition	\$ 100,000
Civil Site Work	\$ 536,048
Professional Fees (Architect, Engineer, Survey)	\$ 100,000
Electrical Service	\$ 14,000
Water & Gas Service	\$ 100,000
Attorney Fees	\$ 10,000
Total	\$ 860,048

The Civil Site Work estimate is further described on the attached Exhibit "B". These TIF eligible improvements will get the Project Site into a condition that will allow for the development of the Project. The Project will include substantial costs in addition to the costs set forth above, including the development of each lot and the construction of the dwelling units on the Project Site, but such improvements cannot be undertaken without the TIF-eligible improvements to the Project Site.

Statutory Elements

As described above, the Project envisions the capture of the incremental taxes created by the Project on the Project Site to pay for those eligible expenditures as set forth in the Act. A consideration of the statutory elements under the Nebraska Community Development Law is set forth in this section.

A. Property Acquisition, Demolition and Disposal

No public acquisition of private property, relocation of families or businesses, or the sale of property is necessary to accomplish the Project. Redeveloper owns the Project Site.

B. Population Density

The proposed Project on the Project Site is a residential project, involving the construction of ten (10) dwelling units on the Project Site. The maximum population increase from the Project is ten (10) families. The Project will not significantly affect population density in the project area.

C. Land Coverage

The Project will consist of the construction of ten (10) dwelling units on the Project Site. The units are approximately each 2,750 square feet (1,400 sf main level, 1,350 sf lower level) plus garage. The Project will meet the applicable land-coverage ratios and zoning requirements as required by the City of Bellevue. Redeveloper shall be required to obtain all building permits and zoning approval for the Project.

D. Traffic Flow, Street Layouts, and Street Grades

No adverse impacts are anticipated with respect to traffic flow, street layouts, and street grades. The blight study for the area identified the vehicular circulation challenges on this site. The Project is being designed to provide access to the units from the existing street infrastructure based upon the current blighted and substandard conditions.

E. Parking

Redeveloper shall be responsible for obtaining any permits and meeting all zoning requirements. The dwelling units will all have garages.

F. Zoning, Building Code, and Ordinances

The Project Site is currently zoned in the RD-60-OTO zoning district. Redeveloper intends to apply for a rezoning of the Project Site from RD-60-OTO to RD-28-PS. The Project would be a permitted use in the RD-28 zoning district. No additional zoning, building code, or ordinance changes will be necessary for the Project. Redeveloper shall be responsible for any subdivision and replatting of the Project Site necessary for the Project.

Cost-Benefit Analysis

Pursuant to Section 18-2113 of the Act, the CDA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "C" and incorporated by this reference.

Comprehensive Plan

Several goals of the 2021 Bellevue Comprehensive Plan (the "Comprehensive Plan") will be furthered by this Project, including but not limited to infill residential development:

Table 3-4 indicates the future land-use demands by category. Most of the future land-use growth will take the form of single-family housing. Bellevue should expect approximately 4.133 acres of additional single-family residential land use. Bellevue is encouraged to first evaluate vacant parcels within the city limits for future land-use growth. Vacant, infill development, is attractive for growth because it falls within the city limits and is typically served by existing infrastructure and transportation networks. The preferred development concept proposes land-use functions in areas that currently fall outside Bellevue's city limits.

LAND-USE TYPE	EXISTING (ACRES)	NEEDED (ACRES)	TOTAL (ACRES)
Single-Family Residential	5.584	4.133	9.717
Multifamily Residential	490	362	852
Office	117	87	204
Commercial	579	429	1,008
Industrial	276	204	480
Park	2,352	1,731	4,083
Public	1,203	889	2,092
TOTAL(ACRES)	10,601	7,835	18,436

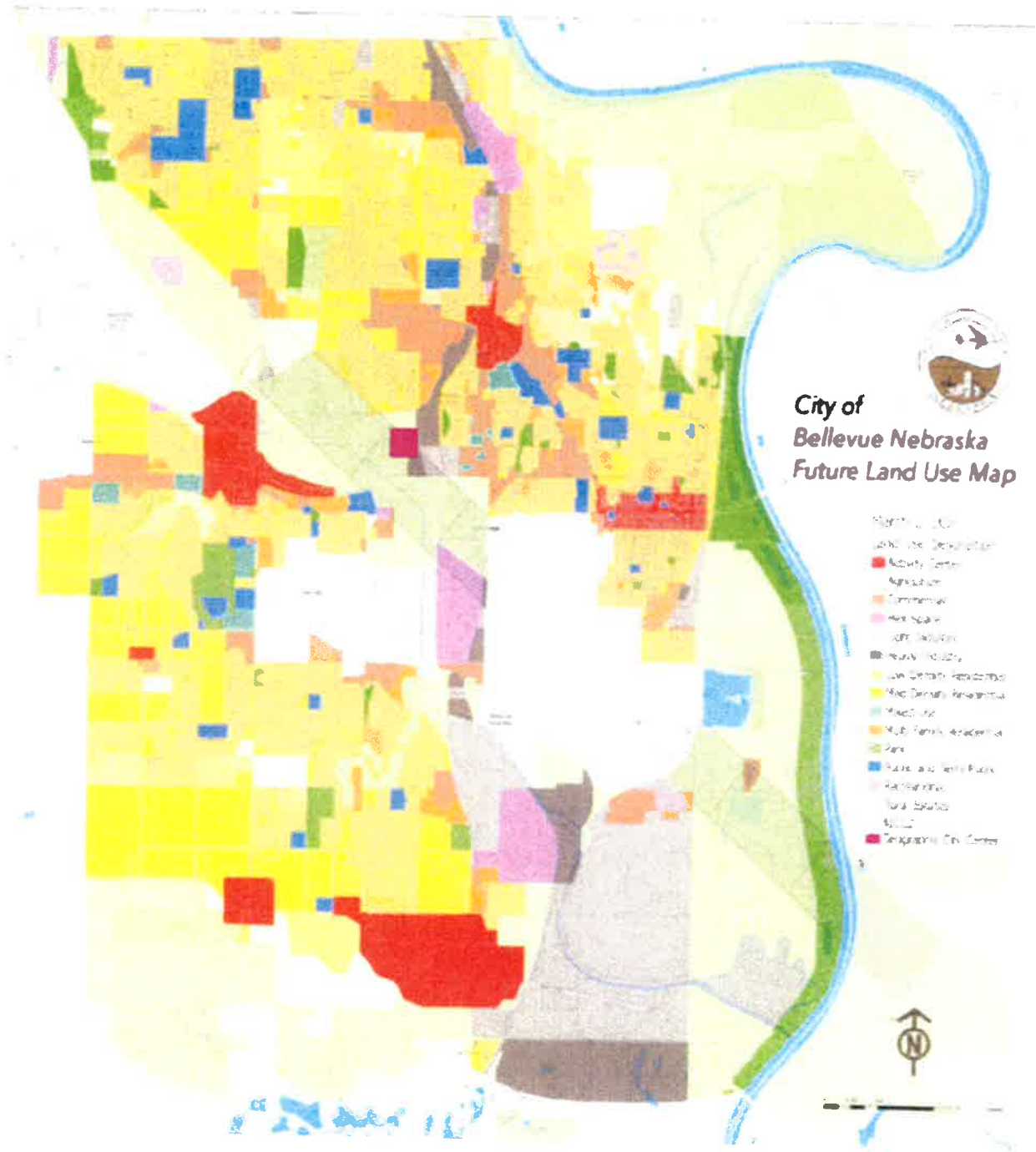
Table 3-4: Future Land Use Demand

The existing land use map and future land use map from the Comprehensive Plan are included for reference in this Redevelopment Plan. The future land use of the site is designated for residential use, so the Project conforms to the future land use designation of the Project Site.

Note: This section is not a comprehensive analysis of the Project's conformance with the Comprehensive Plan, but is meant to highlight and summarize the key points on this topic.

EXISTING LAND USE MAP:

FUTURE LAND USE MAP:



Additional Project Information from Redeveloper

Redeveloper has represented that without the use of TIF, this Project would not be feasible and Redeveloper could not develop this Project on the Project Site. Redeveloper has further represented that it does not intend to file an application with the Department of Revenue to receive tax incentives under the ImaginNE Act.

EXHIBIT "A"
Preliminary Site Plans

All drawings presented in this Exhibit are conceptual and preliminary. All drawings are subject to change pursuant to Redeveloper's plans or the City's requirements.

Preliminary site plan:

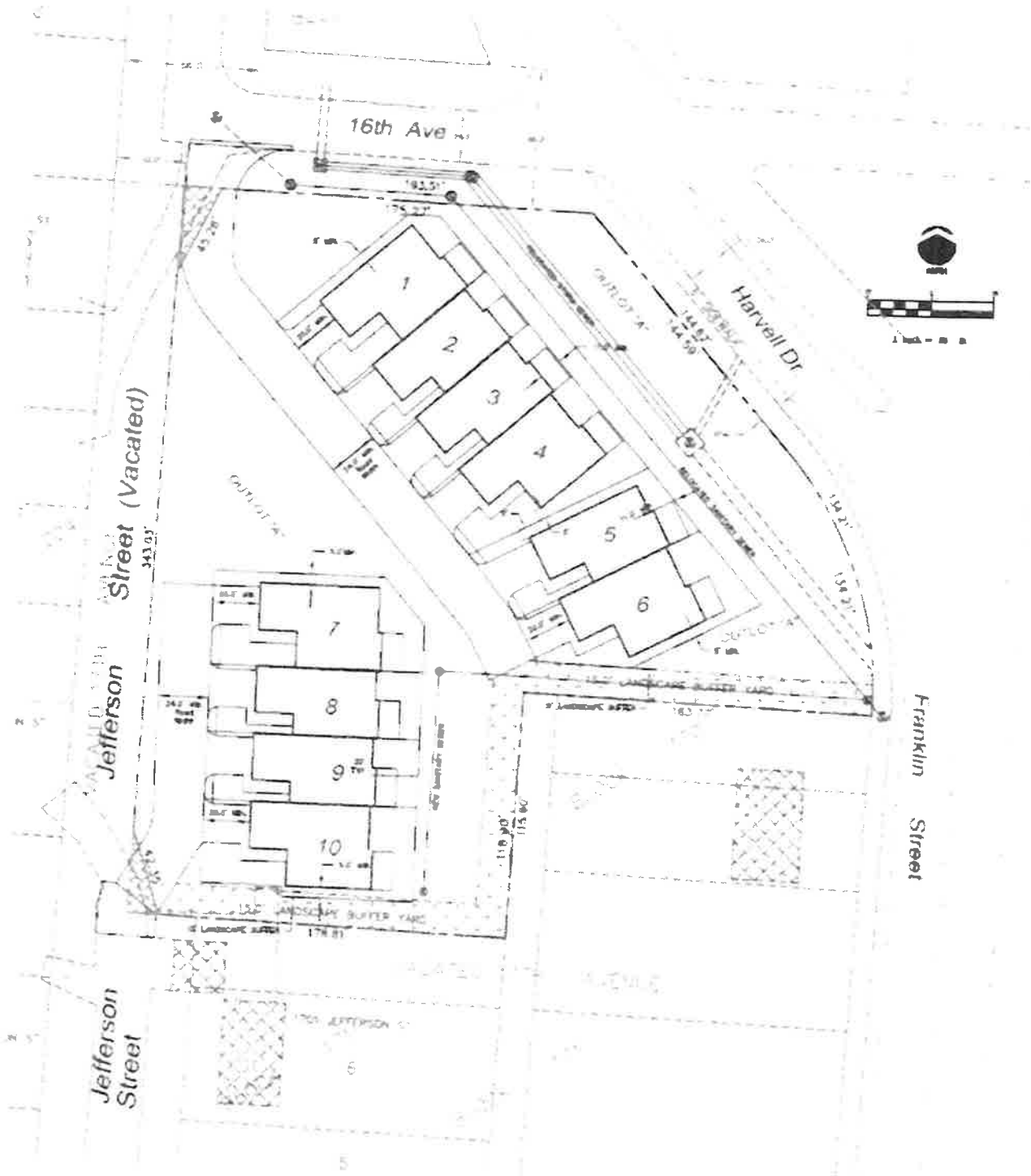


Exhibit "A"

Preliminary site layout with utility relocation information:

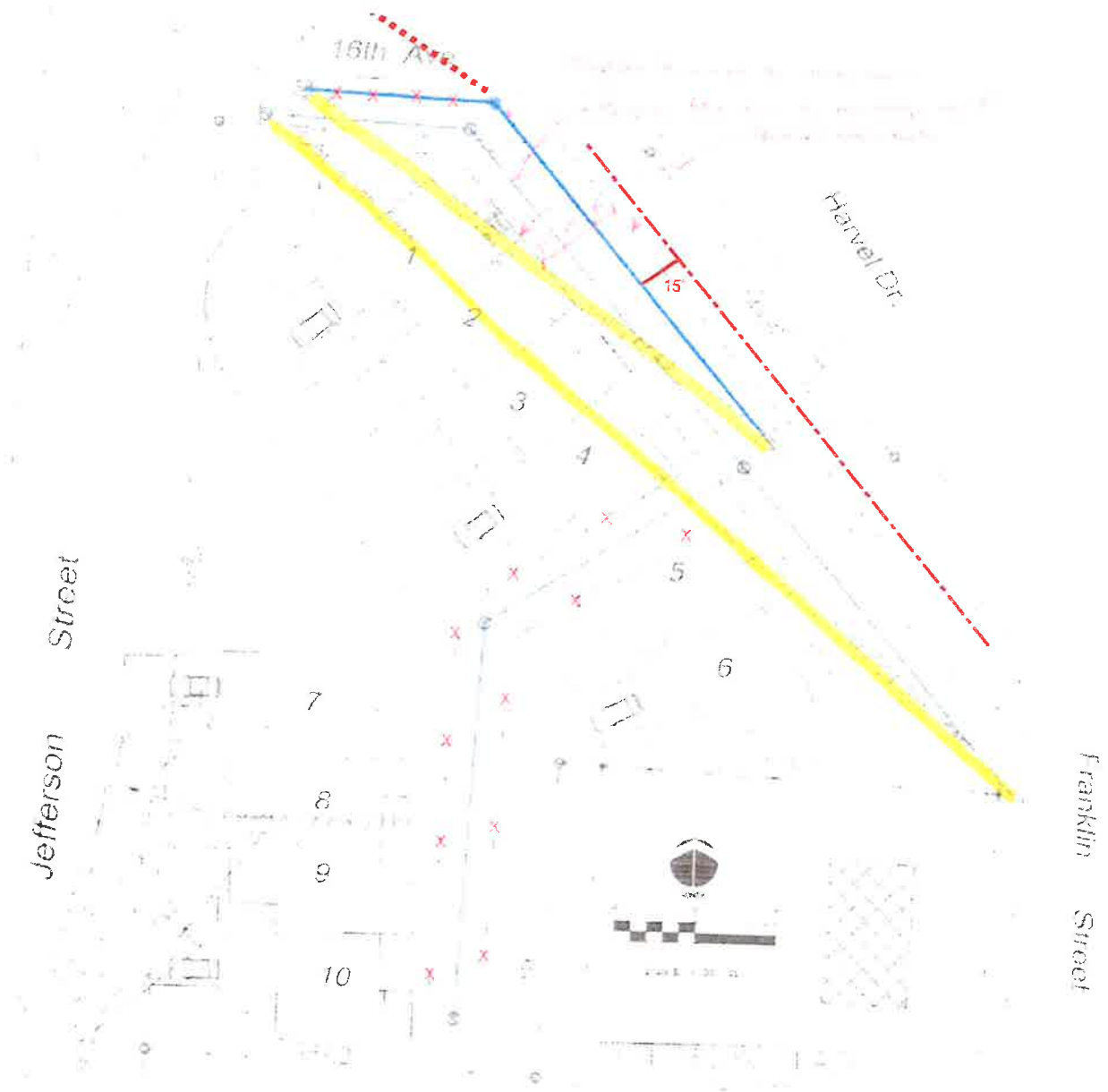
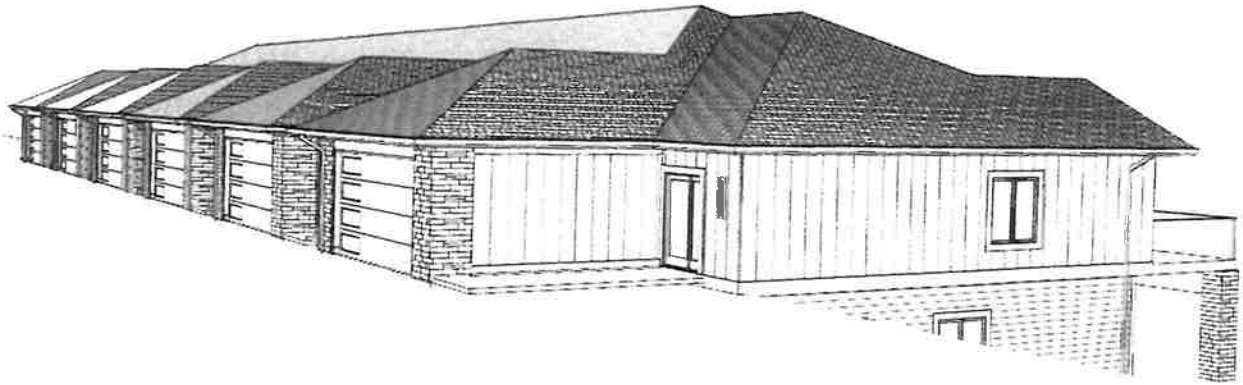


Exhibit "A"

Perspectives:



PERSP 1



PERSP 2

REV.
P
OF DB

Elevations:



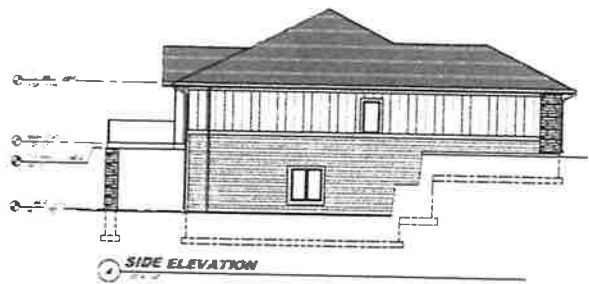
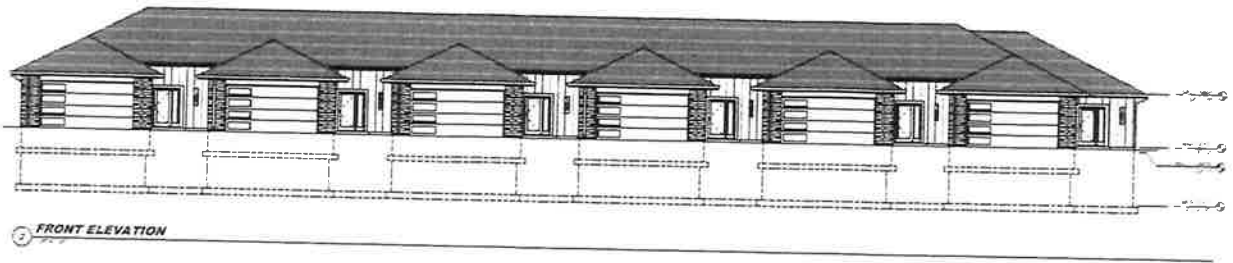


EXHIBIT "B"
Estimated TIF Eligible Civil Site Cost Detail

Conceptual Civil Site Cost Estimate					
	Unit	Quantity	Item Description	Unit Price	Cost
8-INCH SANITARY SEWER RELOCATION					
1	LF	275	REMOVE 12" OR SMALLER SEWER PIPE	\$45	\$12,375
2	LF	100	ABANDON 12" OR SMALLER PIPE	\$27	\$2,700
3	EA	1	REMOVE MANHOLE	\$2,500	\$2,500
4	LF	393	CONSTRUCT 8" PVC SANITARY SEWER PIPE (SDR 26)	\$60	\$23,580
5	VF	30	CONSTRUCT 54" I.D. SANITARY MANOLE	\$600	\$18,000
6	EA	3	INSTALL EXTERNAL FRAME SEAL ON SANITARY SEWER MANHOLE	\$550	\$1,650
7	EA	2	CONSTRUCT CONCRETE MANHOLE RING RETAINER	\$650	\$1,300
8	EA	1	CONSTRUCT 8" SANITARY SEWER MANHOLE TAP	\$1,800	\$1,800
9	LF	393	PERFORM CCTV PIPELINE INSPECTION	\$3	\$1,081
10	LF	393	JET EXISTING SANITARY SEWER	\$3	\$1,081
42-INCH STORM SEWER RELOCATION					
11	LF	116	REMOVE 42" SEWER PIPE	\$100	\$11,600
12	LF	100	ABANDON 42" PIPE	\$35	\$3,500
13	EA	1	REMOVE MANHOLE	\$2,500	\$2,500
14	LF	234	CONSTRUCT 42" RCP, D(0.01) = 3,000	\$150	\$35,100
15	VF	11	CONSTRUCT 72" I.D. STORM MANHOLE	\$1,250	\$13,750
16	VF	11	CONSTRUCT 84" I.D. STORM MANHOLE	\$1,550	\$17,050
17	EA	2	CONSTRUCT CONCRETE MANHOLE RING RETAINER	\$650	\$1,300
18	EA	1	CONSTRUCT 42" STORM SEWER TAP	\$2,500	\$2,500
RETAINING WALL					
19	SF	1715	CONSTRUCT KEYSTONE BLOCK RETAINING WALL	\$25	\$42,875
GRADING					
20	LS	1	CLEAR & GRUB (note 12inch+ diam. Trees present)	\$55,000	\$55,000
21	CY	10000	CUT / FILL	\$5	\$50,000
22	LS	1	MISC. EROSION CONTROL FEATURES	\$5,000	\$5,000
PAVING					
23	CY	663	SUBGRADE PREPARATION	\$15	\$9,950
24	SY	1990	CONSTRUCT 7" THICK CONCRETE PAVEMENT	\$50	\$99,500
25	SF	1400	CONSTRUCT 5" THICK CONCRETE SIDEWALK	\$12	\$16,800
STORM SEWER					

26	LF	40	CONSTRUCT 18" RCP, CLASS III	\$75	\$3,000
27	EA	2	CONSTRUCT 18" RC, FLARED END SECTION	\$700	\$1,400
			SANITARY SEWER		
28	LF	263	CONSTRUCT 8" PVC SANITARY SEWER PIPE (SDR 26)	\$60	\$15,780
29	LF	256	CONSTRUCT 6" PVC SANITARY SEWER PIPE (SERVICE LINE)	\$50	\$12,800
30	VF	16	CONSTRUCT 54" I.D SANITARY MANHOLE	\$600	\$9,600
31	EA	1	CONSTRUCT CONCRETE MANHOLE RING RETAINER	\$650	\$650
32	EA	2	INSTALL EXTERNAL FRAME SEAL ON SANITARY SEWER MANHOLE	\$550	\$1,100
			LANDSCAPING		
33	LS	1	MISC. LANDSCAPING OF PUBLIC AREAS	\$10,000	\$10,000
34	SY	3800	INSTALL ROLLED EROSION CONTROL, TYPE I WITH SEEDING - TYPE A SEED	\$2	\$5,700
			POST CONSTRUCTION STORMWATER MANAGEMENT		
35	LS	1	REMOVAL AND DISPOSAL OF SILT	\$8,000	\$8,000
36	LS	1	LANDSCAPING OF PCSMP BASIN	\$10,000	\$10,000
			SUBTOTAL		\$510,521.50
			CONTINGENCY (5%)		\$ 25,526.08
			TOTAL		\$536,047.58

All amounts are based on preliminary estimates and are subject to change.

Exhibit "C"
Cost-Benefit Analysis
(Pursuant to Neb. Rev. Stat. § 18-2113)

The cost-benefit analysis for the Jefferson Place Redevelopment Project, as described in the Redevelopment Plan to which this cost-benefit analysis is attached, is presented below. The above-referenced project will utilize Tax Increment Financing ("TIF") funds authorized by Neb. Rev. Stat. §18-2147.

1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after 15 years. However, for the purposes of illustrating the incremental taxes used for TIF, the 15-year tax shift is as follows:

a.	Redevelopment Project Valuation:	\$800
b.	Projected Completed Project Assessed Valuation:	\$3,150,000
c.	Projected Tax Increment Base:	\$3,149,200
d.	Estimated Tax Levy:	2.28431
e.	Annual Projected Tax Shift:	\$71,937

Notes: The Projected Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax shift may vary materially from the projected amount. The levy rate is assumed to be the 2020 levy rate. There has been no accounting for incremental growth or change in the tax levy over the 15-year TIF period. The annual projected tax shift analysis presented in this section is based upon the project being completed in a single phase, but the project may be completed in multiple phases. The phasing will not change the overall aggregate tax shift for the project, just the timing.

2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:

a. Public infrastructure improvements and impacts:

No substantial effects are anticipated on the public infrastructure and community public service needs. The Project anticipates expenditures of approximately \$536,000 on civil site improvements, including public utility relocation and infrastructure improvements, which will benefit the area. No other public infrastructure improvements are anticipated to be necessary based on this Project. The City is served by OPPD for power and MUD for water. The City's wastewater treatment and sanitary sewer facilities have adequate capacity. The Project will not have a material adverse effect on any community public services.

Infill development will be beneficial for the efficient provision of community public services.

Redeveloper anticipates expenditures of approximately \$4,000,000 for the Project. It is anticipated that approximately \$750,000 of the public improvements will be financed with the proceeds of the TIF generated by the private improvements on the Project Site. The projected uses of the TIF Indebtedness, which will be refined in the Redevelopment Agreement for this Project, are set forth in the Redevelopment Plan for the Project. All expenditures financed by the TIF Indebtedness shall be eligible under the Community Redevelopment Law.

b. Local Tax impacts (in addition to impacts of tax shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. While the use of tax increment financing will defer receipt of a majority of new ad valorem real property taxes generated by the Project, the Project should generate immediate tax growth through sales tax paid by the new residents of the housing units on the Project Site. Additionally, the residents will pay for City services. It is not anticipated that the Project will have any material adverse impact on such City services, but will generate revenue providing support for those services.

3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:

It is not anticipated that the Project will have a material adverse impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project. The Project will create additional housing units in the City. This is viewed as a positive impact for employers, as additional housing is needed in the City for employees. Without an adequate housing stock, businesses are unlikely to expand or relocate to the area.

4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:

As stated in Section 3, above, the Project should have a material positive impact on private sector businesses in and around the area outside the boundaries of the redevelopment project. The Project is not anticipated to impose a burden or have a negative impact on other local area employers. In addition, the Project should also generally increase the need for services and products from existing businesses as the new residents will require typical goods and services from local businesses.

5. Impacts on the student populations of school districts within the City:

It is anticipated that the Project will not have a material adverse impact on the student populations of the school district within the City. The Project could result in ten (10) new families residing in the City. According to the Comprehensive Plan, the

City is anticipating 5.25% growth without net migration by 2030. The City is planning for growth, and the schools should be anticipating growth as well. Infill development does help keep resources from spreading too thin due to outward expansion of the area of the town.

6. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:

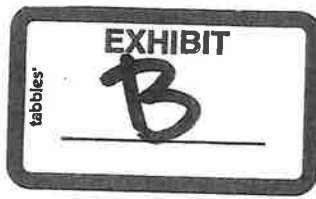
The topography of the Project Site presents a particular challenge. The Project was designed to work with the topography of the Project Site, but there may be limited alternative uses, and it is likely that any alternative use would not be feasible without TIF.

7. Summary of Findings:

The Project will facilitate the redevelopment of a blighted and substandard area of the City without the incurrence of significant public cost. Additionally, the Project will increase property tax revenue in the long-term. The benefits outweigh the costs of the proposed Project.

4851-4720-5111, v. 2

4851-4720-5111, v. 2



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Mercury Property Management, Inc.

CASE #: ECD-53

CITY COUNCIL HEARING DATE: December 21, 2021

REQUEST: to approve the Jefferson Place Redevelopment Plan for Lots 1 through 6, and Part of Lots 7 through 11A, lying south & west of Harvell Dr., Block 170, Bellevue, together with the adjacent vacated streets, avenues, and alleys.

On November 18, 2021, the City of Bellevue Planning Commission voted seven yes, two no, zero absent and zero abstained:

APPROVAL based on the elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for infill development near the Olde Towne district.



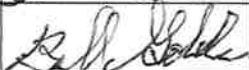
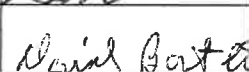
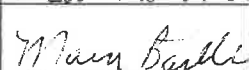
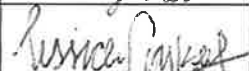
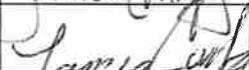
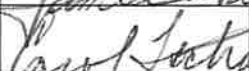
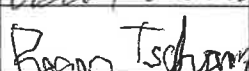
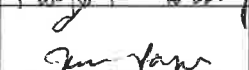
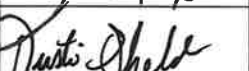
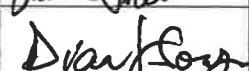

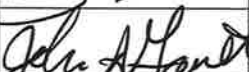
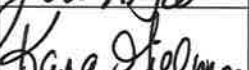
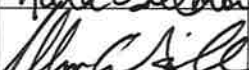
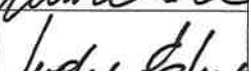

VOTE:

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

Planning Commission Hearing (s) was held on: November 18, 2021

Petition to Bellevue City Council

We, the undersigned, petition the Bellevue City Council to deny the Rezoning and Redevelopment Plan for the Jefferson Place Addition.

Name	Address	Signature
Tony Boyd	1701 Jefferson St	
Connie Golden	1712 Franklin St	
Bill Golden	1712 Franklin St	
David Bartlett	111 W 18 Ave	
Mary Bartlett	111 W 18 Ave	
JESSICA CONKEY	1706 FRANKLIN ST	
JAMES CONKEY	1706 FRANKLIN ST	
Carol Tschamp-Diering	1700 Franklin St	
Roger Tschamp-Diering	1700 Franklin St.	
Jim Pape	1801 FRANKLIN ST	
Dustin Sheldon	1710 Franklin St.	
Diana Souza	1702 Franklin St	
Shannon Surs	1612 Franklin St	
John A. Gant	1703 FRANKLIN ST	
KARA GILLMORE	1707 Franklin St.	
William Gillmore	1707 Franklin St	
Judy Eby	1504 Jefferson	
ED EBY	1504 JEFFERSON	
Number of signatures on page		18

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DEC 15 2021

Page of

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We, the undersigned, petition the Bellevue City Council to deny the Rezoning and Redevelopment Plan for the Jefferson Place Addition.

Name	Address	Signature
Tony	1602 ^{JEFFERSON} BELLEVUE	[Signature]
M. Bass	1606 Jefferson St	[Signature]
Pathy Mitchell	1708 Franklin St.	[Signature]
Matt Griffith	1701 Franklin St	[Signature]
Maddy Pankow	1711 Franklin St.	Madalyn Gots
KEITH AUBERS	1712 HANCOCK ST	[Signature]
Patricia Rieple	1204 Bellevue Blvd S	Patricia Rieple
James Whelan	1802 Hancock St	[Signature]
BRIAN BARABE	101 E 16 th Ave	[Signature]
JOHN R AGODIN	103 E 16 th AVE	[Signature]
MARTI MRAMOR	101 E 16TH	Marti Mramor
Allison Bentz	107 E 16th	Allison Bentz
Danae Friejo	1512 Franklin St	[Signature]
Laurel Tibb	415 105 E 16th	[Signature]
Kim Mach	110 W 18th Ave	[Signature]
PAUL RUGIER	208 OAKRIDGE CT.	[Signature]
David Barger	1807 Franklin St.	[Signature]
Tammy Barger	1807 Franklin St	[Signature]
Judy Christerson	1807 Franklin St	[Signature]
Sheryl Rodden	1805 Franklin St.	[Signature]

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Number of signatures on page




DEC 15 2021

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CITY CLERK

Petition to Bellevue City Council

We, the undersigned, petition the Bellevue City Council to deny the Rezoning and Redevelopment Plan for the Jefferson Place Addition.

Name	Address	Signature
Erica Powell	1621 Jefferson St Bellevue, NE 98005	
David Collins	1702 Jefferson	
Diane Leikow	1702 Jefferson	
Number of signatures on page		

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NOV 17 2021

PLANNING DEPT.

11/17/21

To be read at the 11/18/21 Bellevue Planning Commission Meeting:

Mayor Hike,

Although the people's voices were seemingly ignored & my neighbor's letter was not read at the October 19th meeting, despite a reminder to read it by one of the neighbors in attendance, I am joining in the opposition to the development plans for the land between Jefferson & Franklin Streets.

Your tie breaking vote to declare this property as blighted may not technically be a conflict of interest, but it was definitely self-serving. You turned a large profit from the sale of the land & now your company is in the running to profit from future sales of the townhomes Mercury plans to build there.

The land was referred to as a "weed & tree infested area that can be changed into very nice condos". All the natural wooded areas are something that I love about Bellevue. Harvell & Franklin are very busy roads & I likely would not have purchased a home there if not for the peaceful woods providing a buffer. I would hate to have my lovely backyard view obliterated so we can stare at townhomes. I'm also concerned for the wildlife that roams the area & that their displacement will lead to deadly accidents with the increased traffic flow that development will bring.

The intersection of Harvell & Franklin is already a dangerous spot, between watching for deer & drivers who do not heed the speed limit change as they turn the corner. I can't imagine how it will be with large machinery & workers in the area. Then there's the fact that this once quiet, peaceful area will be filled with the sounds of construction for who knows how long.

I have lived here for 8 years & planned to stay awhile. But, if this redevelopment project happens, I feel I will be forced to move at a time when it's not easily affordable due to current inflation & housing prices, especially if my home's value declines due to being near a blighted & substandard area.

I understand the need to revitalize Olde Towne but destroying the natural areas it is known for is the wrong way to go about it, especially when there's so many deteriorating buildings & vacant lots that could be rezoned & redeveloped.

Concerned homeowner,



Diana Souza
1702 Franklin Street

Tammi Palm

From: Carol Tschampl-Diesing <c.tschampl_diesing@yahoo.com>
Sent: Thursday, November 18, 2021 1:45 AM
To: Tammi Palm
Subject: Info re: Jefferson Place addition

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NOV 18 2021

PLANNING DEPT.

Dear Ms. Palm and Planning Commission members,

We are unable to attend the Planning Commission meeting on November 18, 2021, but respectfully request that our letter regarding the proposed Jefferson Place addition be given to each commission member and read aloud for public consideration at the hearing.

We are deeply opposed to the proposed Jefferson Place addition project for multiple reasons.

1. One of the most charming aspects of Old Towne Bellevue that greets people as they near the downtown area is the beautiful tree-lined drive along Harvel Dr. The proposed plan by Mercury Property Management would essentially wipe out the entire area of trees, thus eliminating the inviting charm that Old Towne has long been known for. If the goal of the city is to attract more businesses and visitors to the downtown area, then removing green space that makes our town more beautiful and inviting is not an effective method of accomplishing that goal. In addition, if this proposed project were to be pushed through, wiping out the green space and replacing it with multiple town homes would also eliminate the wildlife habitat that exists in that area, thus eliminating another charming aspect of the Old Towne area.
2. We are gravely concerned about the lack of safety that would be created by the increased traffic in and around the proposed addition site, as well as concerns about the potential strain and disruption in service this development could place on the existing sewer, water, and electric lines. Cramming that many additional housing units in that small of an area is a recipe for disaster.
3. None, we repeat, NONE of us current residents in the area of the proposed project are in favor of the development. We chose to live in this area of Bellevue for the peace, calm, quiet, tranquility, and beautiful nature (which includes the vegetation and many species of wildlife living and traveling through that area).
4. We are concerned about the lack of ethics and transparency that Mayor Rusty Hike as shown so far through the process of pushing through this development project. His real estate business has already received financial gain through the sale of the proposed development site to Mercury Property Management. Future financial gain exists for the mayor and his real estate business via the potential opportunity to sell the new town homes, should they be built. The mayor has shown a lack of ethics to us personally when he refused to read our letter of opposition to having our neighborhood declared blighted and substandard via a vote by the city council, resulting in our letter NOT being placed into public record and NOT being shared with the concerned citizens at the meeting that night. In an email to us from Mayor Hike dated October 17, 2021, he promised us that he would share our letter and have it placed in public record. The recording of the October 19th city council meeting, available on YouTube, clearly shows that the mayor did not have our letter read and placed in public record. This makes us wonder what else the mayor may be hiding in order to get his pet project of the Jefferson Place addition pushed through.

For these reasons and all of the reasons that will be presented by our neighbors, we are greatly opposed to this proposed development project and respectfully request that everyone voting on this project vote against it. We implore all of you, please VOTE NO to this project!

Thank you for giving our concerns your serious consideration.

Sincerely,

Mr. and Mrs. Roger and Carol Tschampl-Diesing

Sent from Yahoo Mail on Android

Tammi Palm

From: Jessica Conkey <mamacrochets@gmail.com>
Sent: Thursday, November 18, 2021 1:19 PM
To: Tammi Palm
Subject: A Message to the Planning Commission for the meeting on 11/18/21
Attachments: 101_1741.JPG; 101_1723(sat).jpg; 101_1909.JPG; 101_1728(satg).jpg; 101_1745.JPG; DSC_0056.JPG; Untitled.jpg

To Whom It May Concern:

My name is Jessica Conkey and I am a resident on the now-blighted block between Franklin and Jefferson Streets. My husband has been attending the meetings for our family, but I wanted to add my thoughts to the matter as well. Hopefully this will reach the planning committee before tonight's meeting, and even though this will probably be a lengthy email, I hope you all take the time to read it and consider my thoughts on the matter.

First of all, I was surprised by the picture used to represent our house in the "blighted" evidence. If it wasn't said during the last meeting discussing the area and the blight therein, the photos, especially of our house, were misleading. The picture, which showed a damaged gutter in the top left corner of our house and a damaged satellite dish on the ground, was taken shortly after the worst storm I've been in since moving to Nebraska. And that's saying a lot from someone who was raised in Florida and experienced yearly hurricanes. We were lucky that the dented gutter was the worst of our damage because I know there were other homes that received much worse damage. So, to see that damage used as evidence of blight was frustrating to say the least. If the developers were willing to be deceptive about small things like pictures of the houses and structures on the block, it makes me wonder what else they would do to get what they want.

As for the proposed townhouses in the wooded area to the north of our block, I am opposed to construction of anything in that area for multiple reasons. I am in support of building up our beautiful city and bringing money into Old Towne, but not at the cost of turning our small town into some faux "big city" block. One of the best things about our area of town is that it's got that old school neighborhood vibe with a dash of Main Street USA. I would hate to see our small town built up just for the sake of cramming as many residents into an area to bring in more revenue.

The small wooded area that will be demolished to make way for multiple townhouses is an important oasis of nature in a desert of residential buildings. There are multiple animals that use that area for safe passage, foraging, and shelter. Tearing down the woods and building there will take that away from them. As well as providing for the animals, the wooded area also serves, for my family at least, as a place of learning (see attached). I am a homeschooling mom and it's nice to have a place in nature right outside my back door where I can take my children and teach them about biology, botany, and other subjects. I don't have to drive miles to a trail park or spend money at the zoo or state park if I want to have a hands-on lesson about the natural world. Even when we aren't exploring, nature tends to come to us in the form of deer and wild turkey walking the alleyway or grazing in our yard. If the wooded area is destroyed to make way for townhouses, the educational opportunities will disappear as well.

Aside from the benefits to local wildlife and the opportunities the wooded area allows for my children's education, it is also an area of natural beauty. Sitting in my backyard, the copse of trees and small neighborhood feel is relaxing. Picturing a block of houses all stuck together where the wooded area is now creates a jarring effect. It is the same way I now feel about the area next to Washington Park where a small wooded area was recently demolished. Something will eventually be built there, but the flow from the park to small woods to small businesses was a visually appealing transition. The same transition can be found coming down Harvell, as you go from the open area with the high school, houses, and apartment building into a wooded area on either side of the street before transitioning into the

neighborhoods on Franklin. It's like a secret passage into another world. Coming down the hill and just seeing rows of buildings would interrupt that quiet, relaxing feel that the wooded road creates.

Putting aside aesthetics, another concern is the added traffic the townhouses will create in that small area. This is not just one or two houses to be built on that land. There are at least ten proposed townhouses in the site plans for the current wooded area. How does that affect the neighbors closest to that property? How will it affect the already busy main street of Franklin, especially with the addition of more businesses on the other end by Mission Ave? And how will it affect the properties along Jefferson if a connection is made from the top of the hill to the bottom?

Lastly, I would like to state again that I encourage bringing revenue into our beautiful small town. I may have only lived in this area for eight years, but it has been a fantastic eight years and I love this city like I've been here all my life. That's why I don't want to see it turn into a gaudy, crowded "big city" bereft of natural beauty and small-town charm. Building these townhouses will only be the start and before we know it, the whole of Franklin Street could just be rows of apartment boxes and glued together houses with barely a yard to play in and no semblance of privacy. The best thing about Bellevue is that it's NOT Omaha or Lincoln or any other bigger city and I would hate to lose that about our town in favor of cookie-cutter box houses crammed together in what once was a beautiful wooded area.

My apologies for the length of this email, but our neighborhood and our town are something I am passionate about protecting. It is a wonderful place and I have enjoyed raising my family here. Please reconsider the plans for building in the wooded area and keep it as it is. A small oasis of natural beauty in the heart of Nebraska's oldest town.

Thank you for your time,

Jessica Conkey
1706 Franklin Street
(402) 594-5999
mamacrochets@gmail.com















Susan Kluthe

From: GILL MSN <gillsoddjobs@msn.com>
Sent: Sunday, December 19, 2021 4:14 PM
To: Susan Kluthe
Subject: Jefferson place townhouses

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We, William and Kara Gillmore of 1707 Franklin Street, are HIGHLY apposed to and disapprove of these townhouses.

We would like our opinions on this matter read aloud at the council meeting on Tuesday, Dec 21st.

12a

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DEC 20 2021

CITY CLERK

DATE: December 19, 2021

TO: City of Bellevue – City Councilmembers

**RE: Regulatory and Environmental Compliance Assessment:
Ordinance No. 4068 – Request for Tax Increment Financing (TIF) and Rezoning for Proposed
Jefferson Place Redevelopment Plan**

City of Bellevue Councilmembers,

The purpose of this letter is to provide the City of Bellevue, City Councilmembers, with an assessment of whether the proposed Ordinance No. 4068, Request for Tax Increment Financing (TIF) and Rezoning for Proposed Jefferson Place Redevelopment Plan, based on the duties and responsibilities of the City Council, should be approved or denied based on: 1) proper and full accounting of applicant's Tax Increment Financing (TIF) request "as is", 2) proper and full accounting and assessment of cumulative redevelopment profitability, 3) consistency with existing zoning, 4) consistency and compliance with the City of Bellevue Comprehensive Plan (March 2021), 5) due diligence consideration of unaccounted for risks and costs to the City of Bellevue and its taxpayers, and 6) affected landowner sentiment.

Personal Background

Although I have introduced myself to a few City Councilmembers, it is important to briefly understand my relevant background and professional experience that support the objectivity this assessment. I currently serve as a Senior Program Director for a major, international, engineering and environmental consulting firm. I have 35 years of experience supporting all types of developers – including major oil and gas (Energy Transfer Partners, TransCanada, Kinder Morgan, Northern Natural Gas, etc.), electric transmission line, hydroelectric power, renewable energy, big box stores (Wal-Mart), highway, and housing development clients – with comprehensive federal, state, regional, county, and local environmental planning, permitting, impact assessment, mitigation planning, and construction compliance training and inspection programs. In this role, I am responsible based on my professionalism and code of ethics to prepare technical surveys and reports, environmental assessments, alternatives analyses, and cumulative impact analyses that are objective, unbiased, and legally defensible. The majority of this work requires public involvement and regulatory agency approvals at all regulatory levels, including under the heavily scrutinized National Environmental Policy Act (NEPA), and therefore must be in full compliance and consistent with all applicable regulations, ordinances, and guidance documents (policies). In addition, I have frequently served as an expert witness responsible for expert reports and written and oral testimony, and have successfully defended my developer clients on highly controversial and scrutinized projects against permit appeals and lawsuits before development public utility commissions, environmental hearing boards, and associated Administrative Law Judges, nationwide.

Assessment Perspective

Accordingly, I am not a "NIMBY" (not in my back yard), as I fully understand that development, including the development of housing diversity in the City of Bellevue, is essential to ensure a strong and competent infrastructure and economy. However, having "seen it all" across my career, I also

understand a proposed development must be properly balanced with full consideration of its impact on the physical, chemical, natural, and cultural resources and the human environment, and in full compliance with all applicable regulations.

Having said that, **as a resident, taxpayer, and registered voter in the City of Bellevue, I prepared this assessment because I initially perceived the proposed Jefferson Place Redevelopment Plan as not making “common sense.” After conducting the limited high-level research and assessment presented herein, I now understand why that is the case due to numerous underestimates or overlooked issues and concerns that meaningfully and materially affect the planned development, the developer, the City of Bellevue, and affected residents.**

Assessment Extent

As I have had somewhat limited time and resources since the first reading of the proposed Ordinance No. 4068 on December 7, 2021, this assessment is commensurately limited to a high-level analysis. **If interested, allowable, and warranted, I am open to meeting with the City Councilmembers to provide additional insight and analysis prior to the City Council vote on the proposed Ordinance No. 4068 on January 18, 2021.**

Executive Summary

As the following high-level assessment is still fairly lengthy, **I herein provide an Executive Summary of findings for the convenience of the City Councilmembers.**

Regarding the proposed Ordinance No. 4068 – Request for Tax Increment Financing (TIF) and Rezoning for Proposed Jefferson Place Redevelopment Plan:

1. The applicant’s *Exhibit “B” – Estimated TIF Eligible Civil Site Cost Detail* is incorrect “as is,” and furthermore does not account for (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns, and therefore cannot be approved “as is” based on this reason alone.
2. The applicant’s overall project accounting demonstrates the proposed project is not financially viable “as is,” and furthermore does not account for (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns, and therefore cannot be approved “as is” based on this reason alone.
3. The applicant’s proposed development plan does not identify or account for additional potential construction-period and long-term actions and costs that would be borne directly by the City of Bellevue to further subsidize construction and operation of the planned subdivision, and therefore is not prudent or suitable to approve “as is.”
4. The applicant’s proposed development plan is not consistent with the current zoning designation and zoning map presented in the current Comprehensive Plan (March 2021), and therefore *by definition* requires a *discretionary rezoning decision* to override current designations and enact a *significant change in zoning* (planned subdivision).
5. The applicant’s selected site for the proposed planned subdivision is not the best alternative that is most consistent with Comprehensive Plan policies, current community character, and best use of the existing conditions of the subject parcel, *(as well as is not the Least*

Environmentally Damaging Practicable Alternative [LEDPA] pursuant to United States Army Corps of Engineers regulations and NEPA guidelines and precedent), and therefore should not (or very likely would not) be approved “as is.”

6. The applicant’s proposed planned subdivision is unanimously opposed by the local affected residents, as well as is surrounded by controversy, and therefore is not prudent to be approved “as is” based on this reason alone.
7. Based on, but not limited to, the foregoing conclusions, City Council approval of Ordinance No. 4068 is likely not an approvable or legally defensible decision, and also raises substantive risk to the City of Bellevue and its officials related to optics, reputation, and unaccounted for actions and costs, including legal defense in the face of potential appeal(s) or lawsuit(s).

Assessment of Proposed Ordinance No. 4068 – Jefferson Place Redevelopment Plan

1) Proper and full accounting of applicant’s Tax Increment Financing (TIF) request “as is”

The applicant’s *Exhibit “B” – Estimated TIF Eligible Civil Site Cost Detail* is incorrect “as is,” as was noted by two City Planning Department representatives (who also voted “No”) and documented in the City Planning Department meeting minutes for the public meeting on the TIF request and Jefferson Place Redevelopment Plan held on November 18, 2021. Therefore, the proposal cannot be approved “as is” based on this reason alone.

In addition, the applicant’s *Exhibit “B” – Estimated TIF Eligible Civil Site Cost Detail* (totaling \$536,048) and estimated TIF uses table (totaling \$860,048) are incomplete “as is,” because they do not account for potential (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns, and therefore cannot be approved “as is” based on this reason alone.

For brevity, the following provides a bulleted list of the potential missing developer costs organized by major topic of concern:

Watershed and Stormwater Resource Due Diligence and Permitting

Based on the well-known drainage and stormwater management (flooding) issues at and adjacent to the site (see Item 5), the following due diligence and permitting efforts likely are required to approve the proposed planned subdivision:

- Watershed Existing Conditions
 - Delineate Existing Sub-Watershed Boundaries, Acreage, and Stormwater Flow Path
 - Calculate Sub-Watershed Stormwater Volume (1-yr, 2-yr, 10-yr, 100-yr Rainfall Events)
 - Evaluate Proposed Stormwater Detention Basin Existing Conditions (drainage problems, including saturation, flooding, and restricted storm water holding capacity)
- Stormwater Management Planning and Permitting
 - Quantify Increased Impervious Surface and Stormwater Runoff Volume
 - Quantify Upstream Watershed Stormwater Runoff, Flooding, and Resulting Reduced Water-holding Capacity of Proposed Stormwater Detention Basin
 - Conduct Percolation Testing of Proposed Stormwater Detention Basin Soils – based on existing soil limitations and potential requirement to import suitable clean fill
 - Stormwater Detention Basin Design (Size Required) for 100-year Flood Event

- Prepare Notice of Intent and Stormwater Pollution Prevention Plan (SWPPP) pursuant to Section 402 of the Clean Water Act – National Pollutant Discharge Elimination System (NPDES) Program

Infrastructure Resource Due Diligence and Permitting

- Construction and Operation Roadway and Access Plans
 - Parking – during construction and permanent impacts during operation
 - Traffic and Public Access – during construction and permanent impacts during operation
 - Emergency Services Access – during construction and permanent impacts during operation
 - Future additional or cumulative efforts and costs required to address indirect project impacts, such as parking nuisance complaints, traffic accidents, traffic controls, and reduced stormwater basin water-holding capacity resulting in roadway flooding
- Public Utility Relocation
 - Due to limited and further reduced City of Bellevue public utility easement, and the logistics of taking two public utilities out of service, relocation of the sanitary sewer and stormwater pipeline must be done sequentially, and prior to planned subdivision site clearing/grading activities – thus requiring temporary stormwater detention basin and E&S controls to be designed and in place prior to site development, and extending the duration and cost of project construction
- Soil Restrictions for Construction and Development
 - Based on numerous soil limitations, a geotechnical study is warranted to determine the composition, strength, and suitability of soils – below the planned excavation depth and at the planned final site grade
 - Should geotechnical study determine native soils are not suitable for construction, foundations, or basements (as reported by the United States Department of Agriculture, Natural Resources Conservation Service [USDA-NRCS] soils data), then additional substantive cost would be required to import suitable clean fill. Such costs include, but are not limited to, research and identification of available clean fill sources, revisions to engineering design, calculation of required clean fill volume/cubic yards, importation the soils, and additional site development (clean fill placement, compaction, foundation excavation, extended construction period and labor costs)
 - Based on USDA-NRCS soils data, the affected soils have “very limited” suitability for dwellings with basements (see Item 5), thus requiring importation of a substantive volume/cubic feet of suitable clean fill or (if constructed without basements) reduce projected unit sale price and project profitability)

Natural Resource Due Diligence and Permitting

Given existing upslope and on-site conditions (see Item 5), including the presence of an existing, highly-incised watershed and drainage feature adjacent to the west side of South Harvell Road, it is possible the proposed development site (particularly the City of Bellevue public utility easement area) contains United States Army Corps of Engineers (USACE) federally-jurisdictional Water of the United States (WOTUS) and requires permits pursuant to Sections 404 and 401 of the Clean Water Act (CWA), which in turn triggers requirements for several additional federal and state permits, including, but not limited to, the following efforts and associated costs:

- Section 404 of the CWA Due Diligence and Permitting
 - Desktop Evaluation of Potential WOTUS
 - Wetland and Waterbody Determination and Delineation (Survey)
 - Assessment of Upstream Federal Nexus (Jurisdiction)
 - Approved Jurisdictional Determination Request to USACE-Omaha District
 - Application for a Section 404 of the Clean Water Act Permit, including:
 - WOTUS Impacts Best Management Practices and Compensatory Mitigation Plan
 - Alternatives Analysis conclusively demonstrating proposed action is the Least Environmentally Damaging Practicable Alternative (LEDPA)
 - Cumulative Impact Analysis
 - Application for Section 401 CWA Permit
- Endangered Species Act Due Diligence and Permitting
 - Federally Protected Plant and Wildlife Species Survey and Habitat Assessment Report
 - Endangered Species Act Consultation and Clearance from USACE and United States Fish and Wildlife Services (USFWS)
 - Bald and Golden Eagle Protection Act Consultation and Clearance from USFWS
 - Migratory Bird Treaty Act (MBTA) Consultation and Clearance from USFWS
 - MBTA Impact Avoidance and Minimization Plan
 - MBTA Permanent Habitat Impact Mitigation (Offset) Plan and Implementation
 - State Protected Species Due Diligence and Permitting
- Section 106 of the National Historic Preservation Act (NHPA) Due Diligence and Permitting
 - Desktop Archival Research of Cultural Resources (Archaeological and Historic Architectural Resources)
 - Phase I Cultural Resource Investigation of Archaeological and Architectural Resources (Survey and Report)
 - Archaeological Resource Impact Assessment and Mitigation Plan
 - Historic Architectural Resource Impact Assessment and Mitigation Plan, including Visual/Aesthetic Impacts on the Historic Landscape (evaluation of existing community character and landscape consisting of single-family housing in forested environment)
 - Section 106 NHPA Consultation and Clearance from the Nebraska State Historic Preservation Office

Therefore, the applicant's *Exhibit "B" – Estimated TIF Eligible Civil Site Cost Detail* (totaling \$536,048) and estimated TIF uses table (totaling \$860,048) are incorrect "as is", and furthermore do not account for (substantially or significantly underestimates) developer costs associated with the numerous overlooked physical site constraints and regulatory compliance issues and concerns noted above, and as such cannot be approved "as is" based on this reason alone.

2) Proper and full accounting and assessment of cumulative redevelopment profitability

Based on the City of Bellevue Memorandum 3.b. dated November 12, 2021, the developer provided specific project development costs and valuations supporting the conclusion that, with approval of eligible and requested TIF costs, the proposed planned subdivision would be financially viable (profitable). However, the applicant's profitability analysis does not "add up," as was noted by two City Planning Department representatives (who also voted "No") and documented in the City Planning

Department meeting minutes for the public meeting on the TIF request and Jefferson Place Redevelopment Plan held on November 18, 2021.

Specifically, the financial viability information provided states that the total cost of the development is \$4,000,000, whereas the combined value (TIF funding and projected unit sale price) of the development totals \$4,010,000 (\$3,150,000 unit sales + ~\$860,000 in TIF). This results in an extremely marginal project profitability (\$10,000 or 0.25%), which raises grave concern regarding the accuracy of the assessment, the ultimate profitability of the project, and the ability of the project to withstand any unforeseen issues or contingencies.

Therefore, the applicant's overall project accounting demonstrates the proposed project is not financially viable "as is," and furthermore does not account for (substantially or significantly underestimates) developer costs associated with numerous overlooked physical site constraints and regulatory compliance issues and concerns (identified in Item 1), and as such cannot be approved "as is" based on this reason alone.

3) Due diligence consideration of unaccounted costs and risks to the City of Bellevue

As noted in this letter (primarily Items 1 and 4), the applicant's proposed development plan does not identify or account for potential "hidden" costs and risks to the City of Bellevue. These potential actions and costs are primarily driven by the extraordinary effort and cost required to develop a site that, historically and currently, is not suitable for conventional residential development and thereby requires extraordinary effort and costs by the City of Bellevue to further subsidize the project. These potential actions and costs are individually substantive and cumulatively significant, and may include, but are not limited to:

- Federal and state resource due diligence and permitting efforts that may be deferred by the applicant and/or the responsibility of the City of Bellevue, including but not limited to, compliance pursuant to Sections 404 and 401 CWA, Endangered Species Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, Section 106 NHPA, and Section 402 CWA-Stormwater Discharges Associated with Construction Activity (see Item 1).
- Contracting a traffic study and implementing required parking and traffic mitigations on City of Bellevue public roads, potentially including, but not limited to, restricted access, parking meters, reduced speed limits, reconfiguration of the three-way intersection (see Item 5), a traffic light at the three-way intersection, or other traffic controls, and legal defense in the event of traffic accidents resulting from the planned subdivision as approved by the City Council.
- Development and implementation of mitigation plans to accommodate temporary (during construction) interruption of existing stormwater sewer use/capacity in a known flood/drainage hazard area.
- Compensation for potential damages to private and public infrastructure in the event a heavy rainfall event occur during the temporary (during construction) relocation of the existing stormwater sewer system (when the system is out of service), and legal defense of any associated lawsuits.
- Increased cost of City of Bellevue logistics, operations, and maintenance related to the reduced public utility (sanitary sewer and stormwater sewer) easement.

- Development of alternative stormwater management plans to address the permanently reduced acreage and water-holding capacity of the existing City of Bellevue stormwater detention basin (public utility easement area) to prevent increased risk of flooding and impacts to downstream public safety and private and public infrastructure. Alternative plans may require, but not be limited to, design and construction of a larger stormwater detention basin by relocating roads and/or buy-out and demolition of residences, and/or reconstruction of larger-diameter stormwater sewer pipelines and systems.
- Development and implementation of mitigation plans to accommodate temporary (during construction) interruption of public sanitary sewer use and capacity by affected residents upstream of the pipeline relocation, such as providing temporary sanitary sewer (i.e., port-a-potty) access to each individual affected resident.
- Offset of permanent loss of 1.71 acres of mature hardwood forested land (80- to 100-year-old trees) with compensatory mitigation by creating and permanently preserving (via conservation easement) mature forested land of equal function and value at mitigation ration of up to 10:1 to compensate for temporal loss (17.1 acres).
- Legal defense of any overarching lawsuit against the City of Bellevue related to City Council approval of the proposed planned subdivision.

These potential actions and costs are individually substantive, and cumulatively may result in significant cost to the City of Bellevue (and its taxpayers), resulting in the project being not financially viable.

Therefore, the applicant's proposed development plan does not identify or account for additional potential construction-period and long-term actions and costs, that are individually substantive and cumulative significant, that would be borne directly by the City of Bellevue to further subsidize construction and operation of the planned subdivision, and as such it is not prudent or suitable to approve "as is."

4) Consistency with existing zoning

Although clearly obvious, the applicant's proposed development plan is not consistent with the current zoning designation and zoning map presented in the current City of Bellevue Comprehensive Plan (March 2021) (Comprehensive Plan) for the subject parcel. Therefore, the proposed planned subdivision **by definition requires a discretionary rezoning decision** to override current designations and enact a **significant change in zoning classification** (from RD-60-OTO to RD-28-PS [Planned Subdivision]). This is further assessed in Item 5 below.

5) Consistency and compliance with the City of Bellevue Comprehensive Plan (March 2021)

If approved, based on a simple and perfunctory assessment, the applicant's proposed per unit lot size (square footage) for the planned subdivision complies with the proposed rezoning classification (to RD-28-PS [Planned Subdivision]). **However, City Council assessment of compliance with the Comprehensive Plan is in fact an important discretionary decision that requires more careful consideration (beyond simple lot size requirements) of the Comprehensive Plan vision, goals, and land-use plan. This assessment must be balanced with full consideration of best land use alternatives based on existing conditions; the proposed action's impact on the physical, chemical, natural, and cultural resources and the human environment; and full compliance with all applicable regulations.**

Historic and Existing Parcel Land Use Conditions

To carefully assess the proposed planned development's compliance with the Comprehensive Plan, it is fundamentally important to define and assess historic and existing parcel land use conditions.

Historic and Existing Physical Landscape, Land Use, Development and Zoning – The proposed, reportedly 1.71-acre, development parcel appears to have been completely undeveloped since the initial settlement and ultimate founding of the City of Bellevue in the 1800s, and (based on ArcGIS historic aerial photography from 1955 through present), definitively has remained undeveloped since the institution of City of Bellevue zoning regulations in 1965, despite being zoned for residential development (RD-60-OTO). The parcel consists of very steep and undulating terrain to the north (based on GoogleEarth imagery, elevation rises sharply 32 feet [from 1,077 to 1,109 feet over an approximately 180-foot length]) and eventually levels to a somewhat flat plain to the south. The site is further situated at the base of very steep slopes (up to 39 percent) to the east and west and a steep slope to the north (represented by South Harvell Drive), that results in a highly-incised valley (watershed). A highly human-altered drainage is located downslope to the west of Harvell Drive with flow that ultimately drains to the City of Bellevue easement and stormwater drain and continuing stormwater pipeline system. Based on several personal observations and affected resident reports, the easement area frequently floods during heavy rainfall events and constitutes a well-known existing drainage concern for the City of Bellevue and affected residents.

Existing Soil Conditions and Limitations – The site is underlain by two soil types (based on USDA-NRCS Soil Web Survey for Sarpy County) – 9706 (Udorthents-Urban land-Pohocco complex, 0 to 39 percent slopes) underlies approximately 74 percent of the site including the proposed duplex units, and 9720 (Udorthents-Urban land-Pohocco complex, 0 to 16 percent slopes) underlies approximately 26 percent of the site toward the eastern boundary. The USDA-NRCS considers these existing on-site soils to have “very limited” (9706) or “somewhat limited” (9720) capability to support dwellings with basements, as well as “very limited” capability for small commercial buildings (both 9706 and 9720), primarily due to steep slopes and shrink-swell limitations, as well as possess “very poor” drainage capacity.

Existing Cultural Resources and Community Character – The parcel is bounded to the immediate north by an existing City of Bellevue utility easement (public stormwater and sanitary sewer pipelines, maintained lawn) and South Harvell Drive, to the west by Jefferson Street with single-family residences and primarily forested land on steep slopes, to the south by occupied single-family residences along Jefferson Street and Franklin Street with maintained lawns and moderate mature tree cover, and to the east by Franklin Street and two recently condemned duplexes and occupied single-family residences. Based on ArcGIS historic aerial photography, the adjacent single-family residences appear to have been constructed primarily before 1955 and up to 1976, and therefore are between 45 and 66 years of age; note that any structure 50 years of age or older are considered potentially eligible for listing on the National Register of Historic Places and protected pursuant to Section 106 of the NHPA. In general, the site may be aesthetically characterized as a low to moderate density, single-family residential area within a locally steeply sloped and mature forested visual landscape situated within a broader moderately-dense urban environment.

Existing Natural Resources – Vegetation cover consists of mature forest with dense overstory of hardwood tree species (estimated 80 to over 100 years old) with a moderate mid-story canopy of hardwood tree and shrub species and limited herbaceous plants. Given its position at the base of the

South Harvell Drive forested watershed and in the broader landscape across the City of Bellevue, the site is part of a moderately unfragmented (historically residual) forest connected to Fontenelle Forest and the Gifford Farm Wildlife Management Area to the north and east, and therefore represents an important part of a heavily used wildlife habitat and transit corridor to these largely intact forested ecosystems. Based on numerous and daily personal observations and affected resident reports, and based on the site's unique and important juxtaposition in the natural landscape, the entire South Harvell Drive watershed area and proposed site logically are heavily used and transited by wildlife, including white-tailed deer (as evidenced by Deer Warning signs posted at the top and bottom of South Harvell Drive slope), turkey, coyote, red fox, opossum, skunk, racoon, small mammals, and bats, including potential presence of species protected pursuant to the Endangered Species Act; and used as a nesting and foraging habitat by numerous species of hawks, at least three species of owls, and numerous migratory birds protected pursuant to the Migratory Bird Treaty Act of 1918. One of the species potentially present at the site (northern long-eared bat) also is protected as endangered pursuant to the Nebraska Nongame and Endangered Species Conservation Act.

In addition, as researched and reported by the USDA Forest Service (*Urban Forests and Climate Change*, Safford et al.), urban forests offer numerous important benefits, including reducing air and water pollution, increasing water transpiration rates to desynchronize flooding events, increase carbon capture that mitigates climate change “by capturing and storing atmospheric carbon dioxide during photosynthesis, and by influencing energy needs for heating and cooling buildings,” and even increase real estate values. Urban forests also serve to “improve physical and mental health, strengthen social connections, and are associated with reduced crime rates. Trees, community gardens, and other green spaces get people outside, helping to foster active living and neighborhood pride.”

Consistency with Comprehensive Plan

By its nature, the Comprehensive Plan is intended to be applied as an overarching guidance document, and provides the City Council with clear vision, goals, and land-use planning objectives to be applied to future growth decisions at both individual-decision and cumulative (long-term, City-wide) basis. As a result, application of the Comprehensive Plan is fundamentally intended to ensure planning decisions **optimize the important balance between competing objectives** and seeks to **ensure the best use alternative is selected** at an individual-decision basis and cumulatively over time. Among other principles, the Comprehensive Plan “contains recommendations that promote quality development that is congruent with the vision of the community.”

Section 2.2 of the Comprehensive Plan summarizes primary Community Goals that (relevant to the proposed planned subdivision) include transportation corridors, mixed land use, interconnected neighborhoods, diversity of housing, parks and recreation, essential public facilities, preservation of natural resources and open space, economic development, planned commercial and business all-purpose activities, and design consistent with existing community character. Given land is limited and it is impossible for any individual land parcel to simultaneously meet all Community Goals, **it is imperative for the City Council to ensure individual planning decisions select the best use alternative to cumulatively result in optimizing Community Goals across the City of Bellevue.**

The primary purpose of the proposed planned development is to fulfill the need for an increased volume and diversity of housing within the City of Bellevue, and based on conceptual design, appears consistent with the Community Goals of interconnected neighborhoods and economic development. The planned

development is essentially neutral (or not applicable) with regard to the Community Goals of mixed land use, and planned commercial and business all-purpose activities. However, the planned development appears to be wholly inconsistent with the remainder (and majority) of the Community Goals, and, given that the subject parcel is not suitable for conventional single-family residential development (being undeveloped since the 1800s), requires extraordinary effort and cost to be marginally (and likely not) financially viable (profitable).

Regarding primary transportation corridors, although the site is adjacent to South Harvell Drive (a primary transportation corridor), and despite the planned new access road, local access concerns have been raised by local residents regarding increased congestion (parking, traffic) and increased potential for traffic accidents at what is well-known by local residents as a dangerous three-way intersection (South Harvell Drive, Jefferson Street, and 16th Avenue “blind” access point). Given no traffic study has been conducted (or is required by the City Planning Department for conceptual development plans), a traffic study is likely required (at cost to the City of Bellevue) to determine whether the proposed development will require restricted access, parking meters, reduced speed limits, reconfiguration of the three-way intersection, a traffic light at the three-way intersection, or other traffic controls, and associated additional actions and costs to the City of Bellevue. Should a traffic accident occur as a result of City Council approval of the planned subdivision, then legal defense against potential lawsuits may be required.

Regarding essential public facilities, the proposed development will require the relocation, and temporary (during construction) interruption of, existing stormwater sewer use and capacity in a known flood/drainage hazard area, resulting in jeopardy to local residents and the public at large in the event of heavy rainfall events and potential damages that would need to be addressed by the City of Bellevue; as well as public sanitary sewer use and capacity by affected residents upstream of the relocation, resulting in additional actions and costs to the City of Bellevue to provide temporary sanitary sewer use (i.e., port-a-potties) to affected residents.

Furthermore, the proposed development is wholly inconsistent with the Community Goals for providing parks and recreation local to neighborhoods (considering the open space recreational use value of the existing parcel immediately adjacent to single-family residences), preservation of natural resources and open space, and design consistent with existing community character. When assessed in combination, the proposed development supersedes a clear opportunity for the City Council to optimize meeting these Community Goals by acknowledging the obvious historic and existing use of the subject parcel – an undeveloped (since the 1800s) open/green space within a single-family residential community, offering visual/aesthetic, natural resource, wildlife, green space, and recreational functions and values that are wholly consistent with the existing local community character.

In addition (noted previously), the proposed development may require federal and state permitting (USACE Section 404 CWA and associated triggered regulations) that would require an Alternatives Analysis and demonstration that the proposed project is the LEDPA (or best use alternative) for the site.

Furthermore, a decision to approve the proposed development could set a dangerous precedent and serve as a catalyst to support additional blighted/substandard designations and approval of additional planned subdivision developments on adjacent undeveloped parcels stretching northward along both sides of South Harvell Drive. Such a full build-out development scenario would only serve to significantly exacerbate the already present concerns regarding steep slopes, erosion, drainage restrictions, flooding,

infrastructure and public facility damage, access constraints, and traffic congestion and accidents, not to mention resulting in a significant cumulative change in existing local community character.

Selection of Best Use Alternative

Based on the historic and current existing land use of the proposed development site, the best use alternatives that would maintain or result in limited impact on existing community character, would include either a single-family dwelling (without a basement due to soil limitation) with retention of most of the mature forest, or conservation of the existing mature forest vegetation (no development). These alternatives would be in greatest compliance with the Comprehensive Plan, by allowing either a single-family residence consistent with current zoning or proactively optimizing use of the existing unique and important green space into the broader City of Bellevue urban landscape.

Conversely, given the significant and severe site limitations and constraints (i.e., full vegetation clearing, steep topography, extensive grading/spoil removal, retention wall, utility relocation, new roadway due to access restrictions, soil limitations for dwellings with basements, drainage / flooding, stormwater management on poorly drained soils), extraordinary effort and cost required to “force a square peg in a round hole,” and the requirement for almost \$1M in TIF subsidies to achieve a marginally (or likely not) profitable development, the proposed planned subdivision does not represent the best use alternative, or a “common sense” decision, for the subject site.

Conclusions

Therefore, the applicant’s selected site for the proposed planned subdivision is not the best alternative that is most consistent with Comprehensive Plan objectives (Community Goals), current community character, and best use of the existing conditions of the subject parcel, and therefore should not be approved “as is.”

In addition, if applicable, the applicant’s selected site is not the LEDPA (best use alternative) pursuant to USACE regulations and NEPA guidelines and precedent, and therefore very likely would not be approved “as is.”

6) Affected landowner sentiment

As documented in the City Planning Department meeting minutes for the public meeting on the TIF request and Jefferson Place Redevelopment Plan held on November 18, 2021, all local affected residents in attendance – those directly abutting and/or adjacent to the proposed development parcel and/or within the area designated as blighted and substandard – oppose the proposed planned subdivision. The local affected residents enumerated many meaningful and material issues and concerns, including but not limited to, drainage, stormwater management, flooding, parking, traffic, access, accidents, construction noise and other disturbances, inconsistency with community character, and permanent loss of greenspace, forest, and wildlife.

Therefore, the applicant’s proposed planned subdivision is unanimously opposed by the local affected residents for numerous meaningful and material reasons, as well as is surrounded by controversy, and is not prudent to be approved “as is” based on this reason alone.

Conclusions

In conclusion, based on the foregoing analysis, the applicant's proposed development plan (Ordinance No. 4068) incorrectly assesses TIF costs and requirements, is not financially viable "as is," does not represent best compliance with the City of Bellevue Comprehensive Plan, presents concerns for unaccounted for actions and costs to the City of Bellevue (and its taxpayers) to further subsidize the project, and overall does not pass the "common sense" test. Combined with the unanimous opposition by the local affected residents and controversy surrounding this action, City Council approval of Ordinance No. 4068 is likely not a legally defensible decision, and raises substantive risk to the City of Bellevue and its officials related to optics, reputation, and unaccounted for actions and costs, including potentially legal defense in the face of appeal(s).

Due to, but not limited to, these reasoned conclusions, and as a City of Bellevue property owner, taxpayer, and registered voter, I oppose the proposed development plan (Ordinance No. 4068) and strongly encourage the City Council to deny approval of this ordinance.

Requests for Public Information

Based on the foregoing, and prior to the City Council's final vote on the subject Ordinance No. 4068, I respectfully request that the City Council either request from the applicant or provide directly (as noted below), and make available to the public, the following information:

- A plan and profile drawing depicting the current and conceptual proposed final grade and elevations of the proposed planned subdivision (typically referred to as a cut-and-fill drawing), including calculated volume of native materials to be "cut"/removed and imported "clean fill" materials;
- Adequately detailed backup of the applicant's estimated TIF request (approximately \$536K cost estimate table – *Exhibit "B"*) and total TIF-eligible costs (approximately \$860K estimate);
- A breakdown and adequate backup of the estimated \$4M project development cost;
- A cost estimate sensitivity analysis (+/- \$USD) and adequate support of the contingency funding of 5% (reported in Exhibit "B");
- An adequate assessment of financial risk and contingency cost, based on the sheer number of potentially unaccounted for significant development and operation issues enumerated herein, including risk profile or description, likelihood of occurrence, and associated increase in contingency cost on a line item and cumulative project basis;
- Conclusive demonstration that proposed project is fundamentally and *robustly (not marginally)* financially viable (without consideration of additional actions and costs to the City of Bellevue to further subsidize the project, as noted herein and below);
- Subsequent revision to the applicant's Exhibit "C" – Cost Benefit Analysis (Pursuant to Neb. Rev. Stat. Section 18-2113) to account for the above-noted revised financial assessment; and
- Independent assessment by the City Council and officials of unaccounted additional actions and costs that would be borne by the City of Bellevue (and its taxpayers) and required to further subsidize the proposed project development.

If Approved by City Council

In the event the proposed development is approved, I would appreciate the opportunity to work with the City Council and officials to ensure design and implementation of best management practices to avoid, minimize, and mitigate (offset) temporary construction and permanent operation impacts to infrastructure, watershed, natural, and cultural resources that will result from the proposed Planned Subdivision. This includes, but is not limited to, compensatory mitigation to offset the permanent loss of 1.71 acres of greenspace (mature forested land with high-quality functions and values) within Olde Towne with the creation and conservation of an equivalent acreage, function, and (and further accounting for an 80- to 100-year temporal loss of functions and values with an applicable mitigation ratio) of forested land on existing City property.

I respectfully appreciate in advance your careful review and consideration of this high-level assessment as part of your analysis whether to approve or deny the subject planned subdivision.

Sincerely,

A handwritten signature in blue ink that reads "Stephen A. Compton". The signature is cursive and includes a large, stylized initial "S" at the beginning.

Stephen A. Compton
802 Kohl Road
Bellevue, NE 68005
steve.compton@tetrattech.com

Susan Kluthe

From: Carol Tschampl-Diesing <c.tschampl_diesing@yahoo.com>
Sent: Tuesday, December 21, 2021 3:00 AM
To: Susan Kluthe
Subject: letter for 12/21/21 planning mtg

RECEIVED
DEC 21 2021
CITY CLERK

Dear Ms. Kluthe,

We are unable to attend the Planning Commission meeting on December 21, 2021, but respectfully request that our letter regarding the proposed Jefferson Place addition be given to each City Council member AND read aloud for public consideration at the hearing. Thank you.

We are deeply opposed to the proposed Jefferson Place addition project for multiple reasons.

1. One of the most charming aspects of Olde Towne Bellevue that greets people as they near the downtown area is the beautiful tree-lined street along Harvel Dr. The proposed plan by Mercury Property Management would essentially wipe out the entire area of trees, thus eliminating the inviting charm that Olde Towne has long been known for. If the goal of the city is to attract more businesses and visitors to the downtown area, then removing green space that makes our town more beautiful and inviting is not an effective method of accomplishing that goal. In addition, if this proposed project were to be pushed through, wiping out the green space and replacing it with multiple town homes would also eliminate the wildlife habitat that exists in that area, thus eliminating another charming aspect of the Olde Towne area.
2. We are gravely concerned about the lack of safety that would be created by the increased traffic in and around the proposed addition site, as well as concerns about the potential strain and disruption in service this development could place on the existing sewer, water, and electric lines. Cramming that many additional housing units in that small of an area is a recipe for disaster.
3. None, we repeat, NONE of us current residents in the area of the proposed project are in favor of the development. We chose to live in this area of Bellevue for the peace, calm, quiet, tranquility, and beautiful nature (which includes the vegetation and many species of wildlife living and traveling through that area).
4. We are concerned about the lack of ethics and transparency that Mayor Rusty Hike as shown so far through the process of pushing through this development project. His real estate business has already received financial gain through the sale of the proposed development site to Mercury Property Management. Future financial gain exists for the mayor and his real estate business via the potential opportunity to sell the new town homes, should they be built. The mayor has shown a lack of ethics to us personally when he refused to read our letter of opposition to having our neighborhood declared blighted and substandard via a vote by the city council, resulting in our letter NOT being placed into public record and NOT being shared with the concerned citizens at the meeting that night. In an email to us from Mayor Hike dated October 17, 2021, he promised us that he would share our letter and have it placed in public record. The recording of the October 19th city council meeting, available on YouTube, clearly shows that the mayor did not have our letter read and placed in public record. This makes us wonder what else the mayor may be covering up in order to push through this project of the Jefferson Place addition.

For these reasons and all of the reasons that will be presented by our neighbors, we are greatly opposed to this proposed development project and respectfully request that everyone voting on this project vote against it. We implore all of you, please VOTE NO to this project!

Thank you for giving our concerns your serious consideration.

Sincerely,
Mr. and Mrs. Roger and Carol Tschampl-Diesing



Carol Lee Tschampl-Diesing

PhD Candidate - Communication Studies

University of Nebraska-Lincoln

Susan Kluthe

RECEIVED

DEC 21 2021

CITY CLERK

From: Jessica Conkey <mamacrochets@gmail.com>
Sent: Tuesday, December 21, 2021 12:11 PM
To: Susan Kluthe
Subject: Fwd: A Message to the Planning Commission for the meeting on 11/18/21
Attachments: 101_1741.JPG; 101_1723(sat).jpg; 101_1909.JPG; 101_1728(satg).jpg; 101_1745.JPG; DSC_0056.JPG; Untitled.jpg

Susan,

Below is my written out disapproval of the proposed townhomes for Jefferson Place. I cannot attend tonight's meeting, so I ask that my email be read aloud and, if possible, the pictures attached be printed and passed around to the city council members. Thank you very much.

To the members of the City Council:

My name is Jessica Conkey and I am a resident on the now-blighted block between Franklin and Jefferson Streets. My husband has been attending the meetings for our family, but I wanted to add my thoughts to the matter as well. Even though this will probably be a lengthy email, I hope you all take the time to listen to and read it and consider my thoughts on the matter.

First of all, I was surprised by the picture used to represent our house in the "blighted" evidence. If it wasn't said during the previous meetings discussing the area and the blight therein, the photos, especially of our house, were misleading. The picture, which showed a damaged gutter in the top left corner of our house and a damaged satellite dish on the ground, was taken shortly after the worst storm I've been in since moving to Nebraska. And that's saying a lot from someone who was raised in Florida and experienced yearly hurricanes. We were lucky that the dented gutter was the worst of our damage because I know there were other homes that received much worse damage. So, to see that damage used as evidence of blight for our home and property was frustrating to say the least. If the developers were willing to be deceptive about small things like pictures of the houses and structures on the block, it makes me wonder what else they would do to get what they want.

As for the proposed townhouses in the wooded area to the north of our block, I am opposed to construction of anything in that area for multiple reasons. I am in support of building up our beautiful city and bringing money into Old Towne, but not at the cost of turning our small town into some faux "big city" block. One of the best things about our area of town is that it's got that old school neighborhood vibe with a dash of Main Street USA. I would hate to see our small town built up just for the sake of cramming as many residents into an area to bring in more revenue.

The small wooded area that will be demolished to make way for multiple townhouses is an important oasis of nature in a desert of residential buildings. There are multiple animals that use that area for safe passage, foraging, and shelter. Tearing down the woods and building there will take that away from them. As well as providing for the animals, the wooded area also serves, for my family at least, as a place of learning (see attached). I am a homeschooling mom and it's nice to have a place in nature right outside my back door where I can take my children and teach them about biology, botany, and other subjects. I don't have to drive miles to a trail park or spend money at the zoo or state park if I want to have a hands-on lesson about the natural world. Even when we aren't exploring, nature tends to come to us in the form of deer, rabbits, and wild turkey walking the alleyway or grazing in our yard. If the wooded area is destroyed to make way for townhouses, the educational opportunities will disappear as well.

Aside from the benefits to local wildlife and the opportunities the wooded area allows for my children's education, it is also an area of natural beauty. Sitting in my backyard, the copse of trees and small neighborhood feel is relaxing. Picturing a block of houses all stuck together where the wooded area is now creates a jarring effect. It is the same way I

now feel about the area next to Washington Park where a small wooded area was recently demolished. Something is being built on that plot now, but the flow from the park to small woods to small businesses was a visually appealing transition. The same transition can be found coming down Harvell, as you go from the open area with the high school, houses, and apartment building into a wooded area on either side of the street before transitioning into the neighborhoods on Franklin. It's like a secret passage into another world. Coming down the hill and just seeing rows of buildings and a parking area with cars would interrupt that quiet, relaxing feel that the wooded road creates.

Putting aside aesthetics, another concern is the added traffic the townhouses will create in that small area. This is not just one or two houses to be built on that land. There are at least ten proposed townhouses in the site plans for the current wooded area. How does that affect the neighbors closest to that property? How will it affect the already busy main street of Franklin, especially with the addition of more businesses on the other end by Mission Ave? And how will it affect the properties along Jefferson if a connection is made from the top of the hill to the bottom?

Lastly, I would like to state again that I encourage bringing revenue into our beautiful small town. I may have only lived in this area for eight years, but it has been a fantastic eight years and I love this city like I've been here all my life. That's why I don't want to see it turn into a gaudy, crowded "big city" bereft of natural beauty and small-town charm. Building these townhouses will only be the start and before we know it, the whole of Franklin Street could just be rows of apartment boxes and glued together houses with barely a yard to play in and no semblance of privacy. The best thing about Bellevue is that it's NOT Omaha or Lincoln or any other bigger city and I would hate to lose that about our town in favor of cookie-cutter box houses crammed together in what once was a beautiful wooded area.

My apologies for the length of this email, but our neighborhood and our town are something I am passionate about protecting. It is a wonderful place and I have enjoyed raising my family here. Please reconsider the plans for building in the wooded area and keep it as it is. A small oasis of natural beauty in the heart of Nebraska's oldest town.

Thank you for your time,

Jessica Conkey
1706 Franklin Street
(402) 594-5999
mamacrochets@gmail.com

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
01/18/2022

COUNCIL MEETING DATE: 01/18/2022		SUBMITTED BY: Tammi Palm, Planning Manager		Doug Clark, Public Works Director	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input checked="" type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Resolution to amend the Master Fee Schedule regarding certain Planning Department fees and Cemetery fees.

SYNOPSIS/BACKGROUND:

The Planning Department and Public Works Department review fees on a regular basis. Part of this review is comparing our current fees to those of neighboring cities/jurisdictions. Based on this reviews, the Planning Department and Public Works Department-Cemetery is requesting to update certain fees.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve and authorize the Mayor to sign Resolution No. 2022-01 updating the Master Fee Schedule.

ATTACHMENTS:

1. Resolution 2022-01 (Redline version)	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




RESOLUTION NO. 2022-01

WHEREAS, the Bellevue City Council passed and adopted the code of the City of Bellevue, Section 11-120 of Article VII, which provides for a Master Fee Schedule for various permits, fees and taxes to be collected by the City of Bellevue, and

WHEREAS, the code of the City of Bellevue, Section 11-120 of Article VII, provides that the Master Fee Schedule may be established and amended by resolution of the Bellevue City Council, and

WHEREAS, the Bellevue City Council has determined that the Master Fee Schedule established by Resolution 2009-04, passed March 9, 2009, shall be amended from time to time to fix various fees and taxes for goods and services provided by the City, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue that Resolution 2009-04 establishing the Master Fee Schedule, and last amended by Resolution No. **2021-54** passed **July 20, 2021** **December 21, 2021** is amended as follows:

MASTER FEE SCHEDULE

BUILDING & USE FEES

Arterial Street Improvement Program (“ASIP”) fees:

1. For all new agricultural construction, including single family dwellings and buildings for uses permitted in the Agricultural District, a fee of \$1,500.00 shall be charged at the time the building permit is issued.
2. For all the new residential construction, including single family dwellings, town homes (per living unit), and duplexes (per living unit), a fee of \$1,500.00 shall be charged at the time the building permit is issued.
3. For new mobile home pads, a fee in the amount of \$1,000.00 per unit shall be charged when the site is permitted.
4. For new multi-family residential construction, a fee in the amount of \$5,000.00 per development acre shall be charged when the building permit is issued.
5. For new civic, office and commercial use type construction, as defined in the City of Bellevue’s Zoning Code, a fee in the amount of \$5,000.00 per development acre (as such term is defined in Bellevue City Code Section 28-179) shall be charged when the building permit is issued.
6. For new industrial construction, a fee in the amount of \$1,000.00 per development acre shall be charged when the building permit is issued.

Building Permit

Building, Plumbing, Mechanical Electrical and Grading	1997 Uniform Administrative Code fees as amended
Penalty Fee	4x regular permit fee

BUILDING & USE FEES (Continued)

Refund Policy Up to 80% in accordance with Section 304.6 of the 1997 Uniform Administrative Code;
NO refund will be given after 180 days

Pre-connect deposit fees \$500
Penalty Fee 2nd revocation \$1,500
Penalty Fee 3rd revocation \$5,000

Papio Creek and South Sarpy Watershed Partnership Fees
(Effective July 1, ~~2018~~ 2021 – June 30, ~~2019~~ 2022)

Residential – up to a four plex \$954 978 per dwelling unit
Multi-family – greater than a four plex \$4,197 4302 per gross acre
Commercial and Industrial \$4,842 5214 per gross acre

These fees shall apply to the issuance of building permits for new development and significant redevelopment of property in the Papio Creek and South Sarpy Watersheds, as provided for in the Papio Creek Watershed Partnership Agreement and the South Sarpy Watershed Partnership Agreement. Developing subdivisions platted prior to 2009 shall be exempt from the collection of Watershed Fees.

Plan Review Fee (New Construction)

Commercial 25% of building permit fee

Demolition of Building Permit (\$25,000 bond for each)

Residential accessory structures
less than 1200 square feet \$40

One- and two-family dwellings Determined by total cost of contract as calculated from Table 3-A of the 1997 Uniform Administrative Code

Non-residential structures Determined by 40% of Sarpy County assessed value and calculated from Table 3-A of 1997 Uniform Administrative Code

Building Moving Permit (120 sq. ft. or greater) \$25

Sheds Shed based on the 1997 Uniform Administrative Code fees as amended by ordinance.

FIRE ALARM/FIRE EXTINGUISHING SYSTEM FEES

Smoke Detectors (low voltage)	\$ 1.10 each
Pull Stations	\$ 1.10 each
Heat Detectors	\$ 1.10 each
Water Flow Switches	\$ 1.10 each
Tamper Switches	\$ 1.10 each
Panel/ Circuit Connections	\$ 4.75 each
Remote Annunciators	\$ 1.10 each
Range Hood Fire Extinguishing	\$10.65 each
Issuance Fee	\$23.50 each
Issuing each Supplemental	\$ 7.25 each

CITY LICENSE – PLUMBING; MECHANICAL; SEWER; CONTRACTOR

License Fees

Mechanical Master/Master Plumber/ Sewer Layer	\$75 initial/\$75 renewal
Journeyman Plumber/Mechanical Journeyman/ Sheet Metal Journeyman/Mechanical Apprentice	\$25 initial/\$25 renewal
Lawn Sprinkler Contractor/Lawn Sprinkler Installer	\$25 initial/\$25 renewal
Apprentice Plumber	\$25 initial/\$25 renewal

Late Renewal Fees after Expiration of License Master & Journeyman Plumber/Master & Journeyman Mechanical/Sewer Layer/ Lawn Sprinkler Contractor & Installer	\$20 per month or part of/ up to 3 months.
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Reinstatement fee for Mechanical, Plumbing, Lawn Sprinkler, Tile Layer Licenses	yearly license fee + late fees X2
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Special Master Mechanical/Plumber (1 job only)	\$150
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CLASS A General Contractor Unlimited	\$250 per year
CLASS B General Contractor Limited	\$200 per year
CLASS C Residential Contractor Unlimited	\$100 per year
CLASS D Residential Contractor Limited	\$ 75 per year
CLASS E Roofing Contractor Unlimited	\$ 50 per year

Late Contractor Renewal Fees after Expiration of License	
Class A General Contractor Unlimited	\$100/mo. or part of, up to 3 months
Class B General Contractor Limited	\$100/mo. or part of, up to 3 months
Class C Residential Contractor Unlimited	\$50/mo. or part of, up to 3 months
Class D Residential Contractor Limited	\$50/mo. or part of, up to 3 months
Class E Roofing Contractor Unlimited	\$20/mo. or part of, up to 3 months

FIRE TRAINING FACILITY FEES

***Fees outlined for use of the fire training facility may be waived or reduced by the Bellevue Fire Chief, with permission/approval from the City Council for good cause shown. If the use of the Fire Training Facility needs to be made prior to the time it can be brought before the City Council for approval, the City Administrator may approve the waiver or reduction of fees for good cause shown.**

Training Tower Only	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 400.00/ \$ 700.00
10-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,400.00
15-4 Hour Scheduled Events Per Year	\$1,200.00/ \$2,150.00

Hour Rate	
4 Hours	\$100.00/ \$150.00
8 Hours	\$200.00/ \$300.00
1 Gas/Tower Operator	Included/ Included
*Plus Consumable Material Used	

Training Tower and Fire Simulator	TMA/ Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 800.00/ \$1,950.00
10-4 Hour Scheduled Events Per Year	\$1,600.00/ \$3,900.00
15-4 Hour Scheduled Events Per Year	\$2,400.00/ \$5,850.00

Single Usage	
1-4 Hour Scheduled Event	\$200.00 / \$400

Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included
*Additional Gas Operator	\$25.00 p/h / \$32.50 p/h
*Plus Consumable Material Used	

Rail Car Simulator	TMA Fee/Public Fee
Annual Usage	
5-4 Hour Scheduled Events Per Year	\$ 640.00/ \$ 640.00
10-4 Hour Scheduled Events Per Year	\$1,280.00/ \$1,280.00

Single Usage	
1-4 Hour Scheduled Event	\$160.00 / \$160.00

Natural Gas	Included/ Included
1 Gas/Tower Operator	Included/ Included

FIRE TRAINING FACILITY FEES (Continued)

Confined Space

TMA Fee/Public Fee

Annual Usage

- 5-4 Hour Scheduled Events Per Year
- 10-4 Hour Scheduled Events Per Year

\$ 800.00/ \$1,450.00
\$1,600.00/ \$2,800.00

Single Usage

- 1-4 Hour Scheduled Event

\$200.00 / \$300.00

2 Observers

Included/ Included

Driving Area

TMA Fee/Public Fee

Annual Usage

- 5-4 Hour Scheduled Events Per Year
- 10-4 Hour Scheduled Events Per Year

\$400.00 / \$400.00
\$800.00 / \$800.00

Single Usage

- 1-4 Hour Scheduled Event Per Year
- 1 Observer
- Cones

\$100.00 / \$100.00
Included/Included
Included/Included

Extrication Area

TMA Fee/Public Fee

Annual Usage

- 5-4 Hour Scheduled Events Per Year
- 10-4 Hour Scheduled Events Per Year

\$400.00 / \$400.00
\$800.00 / \$800.00

Single Usage

- 5-4 Hour Scheduled Event Per Year
- 1 Observer
- *Each Vehicle

\$100.00 / \$100.00
Included/Included
\$ 50.00 / \$50.00

Classroom Area

TMA Fee/Public Fee

Annual Usage:

- Contract Bellevue FD Training Site

Single Usage

Room 1

- 1-4 Hour Scheduled Events Per Year
- 10-4 Hour Scheduled Events Per Year

\$150.00 / \$150.00
\$300.00 / \$300.00

Room 2

- 1-4 Hour Scheduled Events Per Year
- 10-4 Hour Scheduled Events Per Year

\$100.00 / \$100.00
\$200.00 / \$200.00

Room 3

- 1-4 Hour Scheduled Events Per Year
- 1-8 Hour Scheduled Events Per Year

\$100.00 / \$100.00
\$200.00 / \$200.00

FIRE TRAINING FACILITY FEES (Continued)

Rooms 1, 2 and 3	
1-4 Hour Scheduled Events Per Year	\$300.00 / \$300.00
1-8 Hour Scheduled Events Per Year	\$600.00 / \$600.00

Available AV Equipment	Included/Included
Chairs	Included/Included
Janitorial Fee	Included/Included

Entire Training Site

TMA Fee/Public Fee

Annual Usage	Contact Bellevue FD Training Site
Single Use:	
1-4 Hour Scheduled Events Per Year	\$ 600.00 / \$ 600.00
1-8 Hour Scheduled Events Per Year	\$1,200.00 / \$1,200.00

FIRE INSPECTION FEE SCHEDULE

Hospitals:

50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00

Health Care Facilities

50 Beds or Less	\$ 50.00
51 – 100	\$100.00
101 and Up	\$150.00

Hospital and Nursing Home Revisits

\$50.00 up to one hour
\$25.00 for each additional ½ hour
NOT TO EXCEED \$150.00

Liquor Inspections:

Non-Consumption Establishment	\$50.00
Consumption Establishments	\$75.00
Revisits for either	\$50.00

Child Care Inspections:

1 to 8 Children	\$40.00
9 to 12 Children	\$50.00
13 or More Children	\$60.00
Revisits for any of the above	\$40.00

Foster Care Inspections:

Initial Inspection	\$20.00
Revisit Inspection	\$20.00

Investigative Reports:

Fee for Reports	\$3.00 plus actual cost of printing
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CODE ENFORCEMENT FEES

Seasonal Grass Mowing (required within a 12-month period commencing Jan. 1 of each year)

1st mowing	\$200/min/hour + \$50 Admin fee
2nd mowing	\$400/min/hour + \$50 Admin fee
3rd or subsequent mowing	\$600/min/hour + \$50 Admin fee

CODE ENFORCEMENT FEES (Continued)

Snow Removal

1 st removal	\$100/min/hour + \$50 Admin fee
2 nd removal	\$200/min/hour + \$50 Admin fee
3 rd removal	\$300/min/hour + \$50 Admin fee

General Clean-up (includes junk, litter, concrete, building materials, tires, furniture, appliances, dog/cat waste, or similar)

Small	\$300/min/hour + \$50 Admin fee
Large	\$500/min/hour + \$50 Admin fee

Trees and Brush (does not include contracted tree removal that would include jobs beyond the expertise of city crews)

Small	\$300/min/hour + \$50 Admin fee
Large	\$700/min/hour + \$50 Admin fee

Graffiti removal \$200/min/hour + \$50 Admin fee

Application Fee for Nuisance Violation Hearing \$35

POLICE RANGE TRAINING FACILITY

Facility may only be utilized by approved law enforcement agencies at the availability of a Bellevue Police Firearms Instructor; each request must be reviewed and/or modified and approved by the Chief of Police

\$100/hour

GRADE PERMIT FEES

10 acres or less	1997 Uniform Administrative Code Fees as amended + \$750 NPDES Fee
More than 10 acres	1997 Uniform Administrative Code Fees as amended + \$1,250 NPDES fee

ZONING FEES

Comprehensive Plan Amendment	\$ 500
Change of Zone	
less than 1 acre	\$ 175
1-5 acres	\$ 325
over 5 acres	\$ 525
Zoning Text Amendment	\$ 250
Subdivision Text Amendment	\$ 250
Conditional Use Permit	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Conditional Use Permit Amendment	
1 acre or less	\$ 175
more than 1 acre	\$ 325
Administrative Review of Wireless Antennas	\$ 150
Preliminary Platting	\$1,000 + \$10 per lot
Final Platting	\$ 600 + \$5 per lot
Revised Preliminary Plat	\$1,000 + \$10 per lot
Extension of Date for Preliminary & Final Plats	\$ 200
Small Subdivision Plat	\$ 250 Administrative Approval + \$ 300 City Council Approval
Vacation of Plat	\$ 150
Board of Adjustment Application	\$ 250 300
Flood Plain Development Permit	\$ 50
Sign Permit (by size of sign)	
35 square feet or less	\$ 40
36 – 75 square feet	\$ 80
76 – 150 square feet	\$150
151 – 300 square feet	\$200
Over 300 square feet	\$300
Awnings	\$ 4.00/100 square foot of vertical projected area of awning or fraction thereof; \$40 minimum
Design Review Board Hearing Request	\$ 250
Application for Hearing/Hard Surface Parking Comm.	\$ 50 100
Zoning Verification Letter	\$ 50

SMALL WIRELESS FACILITIES (SWF) FEES

All permits necessary to deploy including but not limited to excavation, electrical, and building permit (s).	\$500.00 per application containing as few as one (1) and up to five (5) SWF \$100.00 for each additional SWF
An application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF.	\$250 per pole or structure

OCCUPATION TAXES

Liquor License Occupation Taxes & Fees

(Annual fee in addition to State License Fees)

Class A Liquor License Holder	\$200
Class B Liquor License Holder	\$200
Class C Liquor License Holder	\$600
Class D Liquor License Holder	\$400
Class I Liquor License Holder	\$500
Class K Catering	\$200
Class L Craft Breweries	\$500
Class Y Farm Winery License Holder	\$500
Special Designated Permit	\$ 40/day
Transfer of Liquor License to Another Location	\$ 25 processing fee
Addition to Currently Licensed Premises	\$ 25 processing fee
Publication Charges	\$ 15
Natural Gas Distributors	3 % of Annual Gross
Telephone Companies Occupation Tax (includes land lines, wireless, cellular, & mobile)	6.25% of gross receipts
Hotel Operators Occupation Tax	5.5% of gross receipts *
Music, Vending, & Amusement Machines	
Musical Machine for Profit	\$ 25/machine + \$100/year distributor
Tobacco	\$ 25/machine
Electronic Video/Mechanical	
Amusement Machine for Profit	\$ 25/machine + \$100/year distributor
Merchandise Vending Machine for Profit	\$ 5.00/machine + \$75/year distributor

OTHER FEES

Arborist	\$ 75 initial/\$50 renewal
Barricades	
Rental Deposit Fee	\$ 50/barricade/day
Construction Use	\$ 50/barricade/day (5 days maximum)
Beekeeping Permit	\$ 20
Bicycle License	\$ 2
Bus Bench Permit	\$ 75/per bench
Cemetery:	
Open/Close Fees: (includes Pre-Pay)	\$ 850 Full Size
	\$ 450 Cremains
	\$ 400 Infant
	\$ 275 Niche
Saturday Funeral (extra charge)	\$ 100
Winter Funerals (extra charge) (December 1 – March 1)	\$ 40

OTHER FEES (Continued)

Other Fees:	\$ 10 Stone Setting Permit \$ 100 Government Marker setting fee \$ 50 125 Attach VA Marker to Niche Door or Engraving
Disinterment Fees:	\$1,100 Full size \$ 600 Cremins \$ 555 Infant
Grave Spaces:	\$ 800 Full Size (New Sections G & H) \$ 125 Infant \$ 800 Niche
Walkway Plots	\$1,000
Columbarium Plots	\$1,200 Row 1 (Top of Columbarium) \$1,000 Row 2 \$ 800 Row 3 \$ 600 Row 4 \$ 400 Row 5
Green Burial Space:	\$1,600 Full Size (includes marker)
In-Ground Cremation Space:	\$ 900 (includes marker)
Scattering Garden:	\$ 400 (includes brass plaque)
Commemorative Street Application Fee	\$25
Dog, Cat & Pot-Bellied Pig Fees (Collected by NE Humane Society-not City of Bellevue)	
Dog/Cat License (Annual Fee)	\$5 each if spayed/neutered, (no charge for owners age 65 and older) \$15 each if not spayed/neutered (\$5 of fee held in trust for owner and refunded if proof of sterilization shown within 6 months)
Pot-bellied Pig License (Annual Fee)	\$35
Dog, Cat, & Pot-bellied Pig License Handling Fee (if not applied for in person)	\$5
Dog, Cat, & Pot-bellied Pig License Replacement if Lost	\$ 0.50
Dog, Cat Pet Advocacy Permit	Obtained thru the NE Humane Society \$100 for initial permit \$50 annual renewal fee
Dog, Cat, & Pot-bellied Pig Capture and Confinement Fee	\$13/per day Kennel Fee 1 st impoundment \$30

Vaccination Fee	2 nd impoundment \$60 3 rd impoundment \$100 \$20 (in trust and refunded upon proof of vaccination within 9 months)
Purchase of Unclaimed Animal Fee	Nebraska Humane Society Adoption Fee plus license fee
Kennel License (if allowed by zoning)	\$100/year

OTHER FEES (Continued)

Dog & Cat License Late Charge	Double applicable license fee
Pot-bellied Pig License Late Charge	\$50
Feral Cat Colony Caretaker Permit Fee (Collected by NE Humane Society- <i>not</i> City of Bellevue)	\$25
Election Filing Fee	1% of Annual Salary of Position (per State Statute)
Farmers Market Fees (City-Run)	
Season Vendor	\$200 per season
Electricity	\$ 25 per outlet per season
Weekly Vendor	\$ 10 per week
Electricity	\$ 2 per outlet per week
Farmers Market – Privately Operated on City Property (with prior City approval of application) Season Operator Fee (electricity included)	\$0
Fireworks Annual License Fee (Non-Profits Only)	\$ 600 + \$1,000 bond
Fireworks Annual Distributor or Jobber License Fee	\$1,000
Hen Permit Fee (Five Year)	\$25-100
Ice Cream Vendor Fee	\$50 per person
Ice Cream Vehicle Inspection Fee	\$25 per truck
Mini-Bus	\$ 2 each way per trip in town \$ 4 each way per trip out of town
Opening Burning Permit	\$10 (per State Statute)
Parking Ticket Fee	
If paid within 7 days of violation due	\$5/\$10/\$25
If paid after 7 days but within 30 days	Fine Doubles
Pawnbrokers Permit Fee	\$50/year and \$5,000 surety bond
Pet Store and/or Grooming Shop License	\$50/year
Transfer of Ownership	\$ 5
Returned Check (NSF) & Returned ACH Transaction Fee	\$25

OTHER FEES (Continued)

Temporary Business Licenses:

Seasonal Merchant	\$25 license valid for 1 month \$50 license valid for 4 months \$15 one-month extension – maximum of two (2) one-month extensions ONLY applies to 4 month license
Itinerant Merchant/Peddlers/Solicitor/ Street Vendor/Transient Merchant	\$50/day/person or \$300/year/person plus Certificate of Insurance naming City as Additional Insured + \$10 non-refundable processing fee to be certified to license fee issued
Carnival/Circus/Public Amusement Show/ Music Concert/Temporary Amusement Park	\$50/event to be paid by event organizer or sponsor + \$10/day, or portion thereof, for each ride, show, tent, booth, concession stand, etc., when in operation and open to the public
Tobacco License	\$15 license fee per State Statute + \$10 administrative fee

Trash and Recycling Residential Collection Fee, effective June 1, 2020

\$14.99 per month, per residence for 35-gallon service
\$18.19 per month, per residence for 65 gallon service
\$21.19 per month, per residence for 95-gallon service
\$15.00 for each bulky item pick up
\$2.00 for each one-half (1/2) cubic yard extra material, not to exceed 25 pounds
\$1.00 for each extra bag of material, not to exceed 13 gallons or 25 pounds
\$9.30 for each additional cart

Tree Damage

Tree DBH (Diameter at Breast Height)	
Up to 4"	\$ 600
>4" to 8"	\$ 850
>8" to 12"	\$1,340
>12" to 16"	\$2,370
>16" to 20"	\$3,700
>20" to 24"	\$5,300
>24" to 28"	\$6,700
Over 28"	\$6,700 + \$500 for every inch over 28"

OTHER FEES (Continued)

Limb Circumference

Up to 4"	\$350
>4" to 8"	\$500
>8" to 12"	\$700

Vehicle Impoundment Fees

Tow Fee	\$80/\$75 for motorcycles
Storage Fee	\$20/per day
Storage for Victimless Incidents – City lots	\$20/day outside; \$40 day inside
Administration Fee	\$30
Extraordinary tows (i.e. flatbed and accident clean up)	Per towing company contract

Street/Alley Vacation

Application Fee	\$50
Administrative Fee	\$300

PUBLIC RECORDS

Audio Tapes, Video Tapes, CD/DVD or other media	\$10 per tape, CD, DVD, or other media
Comprehensive Plan	\$50
Zoning Map	\$5
Zoning Ordinance w/Map	\$25
Subdivision Regulations	\$15
Bellevue City Maps 200E3	\$0.75 - \$20 depending upon size (price range for all maps, plats, etc., reproduced by Public Works)
Fire Report	\$50
Police Report	\$10
Police Photos (Digital)	\$20 per CD or other digital media device
35 mm photos	\$20 per roll
Certification by City Clerk	\$5 certification fee + cost of copies
Records Search Fee (paper or electronic)	\$5 per request + applicable copy fee
Copy Fee (paper or electronic)	\$0.25 per page

If the estimated cost of any public records request is more than fifty (50) dollars, the City may require the requester to furnish a deposit prior to fulfilling such request. "A special service charge reflecting the calculated labor cost may be included in the fee for time required in excess of four cumulative hours since that large of a request may cause some delay or disruption of the other responsibilities of the custodian's office, except that the fee for records shall not include any charge for the services of an attorney to review the requested public records seeking a legal basis to withhold the public records from the public." (R.R.S.84-172)

ALARM SYSTEMS/FALSE AND NUISANCE ALARMS

Registration Fee for Alarm System	\$25
Renewal Fee for Alarm System	\$25
Late Registration Charge	Double

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from 1 January through 31 December of each year) shall be charged:

Number of False/Nuisance Alarms	False/Nuisance Alarm Charge
1	No Charge
2	\$125
3	\$250
4	\$275

LIBRARY FEES

Membership

Non-resident Membership, Semi-Annual (Family)	\$20
Non-resident Membership, Annual (Family)	\$40
Non-resident Student Fee, Annual	\$10
Replacement of Lost Card	\$1

Fines:

Books, Audio Books, CD's, DVDs	\$0.10/day
USB Language Kits, Watt Detectors	\$1/ day
Leisure Passes	\$5 for replacement

Interlibrary Loan:

Postage	\$3 per item
Lost Interlibrary Loan Items	Price set by lender

Proctor Fees

Prints	\$0.10/page (single sided)
Postage	\$3 per item

Lost Items

Replacement cost of item (or purchase like item as replacement)

Damaged Items

Damage cost assessed up to full value of item

LIBRARY FEES (Continued)

Materials Processing

Replacement of Materials

\$2 per item (for replacement of hubs, spine labels, book covers, plastic inserts for books on CD, clear hanging bags, music CD Cases, CD and DVD locks, DVD cases, AV inserts)

Replacements for Books on CD Cases

\$ 8 for small, \$ 9 for medium, \$ 10 for large

Copier/Printer Rates

Black & White Copies/Prints

\$0.10/page (single sided)

Color Prints

\$0.50/page (single sided)

RECREATION FEES

100% BEFORE first day

Reed Center – Rental

\$325 – Friday/Sunday

\$375 – Sunday

\$175 – Non profit

Field Rentals

\$30 per hour light fee +

\$175 per day

\$200 per day – non-resident

Jr. T-Ball

\$25

T-Ball/Coach Pitch

\$35

Baseball/Softball

\$40

Adult Softball – Church League

\$60

Baseball/Softball Spring Training

\$10

Tennis Lessons

Juniors

\$20

Adults

\$25

Swimming Pools:

Swimming Lessons

\$35

Swimming League

\$35

Daily Swim Fee

Youth (18 - Under)

\$3.00

Adult (19 & Over)

\$5.00

Wading Pool (2 year – Adult)

\$2.00

Seniors (55 & Over)

Free

Pool Parties

Pool Rental Fee

\$100

Lifeguard Fee

\$ 40

*Bellevue residents pay the lower fee

Track Club	\$35
Youth Sports Camp	\$30 single session \$40 both sessions
Youth Lacrosse Camp	\$30
Youth Soccer League	\$40
Youth Flag Football League	
Spring	\$35
Fall	\$35
Historic Presbyterian Church Rental Fee	\$375

SEWER CONNECTION FEES

Residential	
Single Family Dwelling (includes manufactured/ modular/mobile homes)	\$ 900
Duplex	\$1,600
Multiple Family	\$700 per unit
Commercial/Industrial	\$3,900 per acre, minimum \$1,950 based on the building footprint
Sewer Tap Inspection Fee	
Service Line (all sizes)	\$118
Re-inspection Fee (after two inspections)	\$47

TAX INCREMENT FINANCING (TIF) FEES

Application Fee	\$ 500
Processing Fee	\$3,000
Administrative Fee (upon approval of redevelopment plan based on requested TIF principal amount)	
TIF principal amount:	
First \$500,000	None
Next \$1,500,000	1.5%
Next \$2,000,000	1%
No fees of TIF amounts over \$4,000,000	

The maximum fee as a result of this section is \$42,500. By way of illustration, the fee on a loan with a TIF principal amount of three million dollars is \$32,500, which is calculated by taking one and one-half (1.5) percent of the amount between a half million and two million (\$22,500) and one percent of the next million dollars (\$10,000).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Bellevue City Council of the City of Bellevue, Nebraska that this Master Fee Schedule shall become effective on the _____ day of _____, 2022.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

CITY OF BELLEVUE

Mayor

ATTEST:

City Clerk



City of Bellevue
Parks Department

8201 South 42nd Street • Bellevue, Nebraska 68147 • (402) 293-3122

MEMO

TO: Doug Clark
Public Works Director

FROM: Jason Houghtaling
Cemetery Caretaker

SUBJECT: Change of Bellevue Cemetery Fees

DATE: January 7, 2022

I would like to change a few of the Bellevue Cemetery fees to make us comparable to the other surrounding cemeteries. The fee changes are as follows:

Columbarium plots-

Row 1 (Top of columbarium) \$1200

Row 2 \$1000

Row 3 \$800

Row 4 \$600

Row 5 \$400

Niche door engraving or installing of VA marker-\$100

Adjust fees for all walkway plots or plots marked out in older cemetery sections due to high demand if available-\$1000 All plots in new cemetery sections will remain \$800.

Current pricing for these now is as follows:

Columbarium plots-\$800.

Niche door engraving or installing of VA marker-\$50.

All cemetery plots-\$800.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15c.
01/18/2022

COUNCIL MEETING DATE: 01/18/2022	SUBMITTED BY: Ashley Decker	Human Resources Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Employee Handbook Correction

SYNOPSIS/BACKGROUND:

An Emergency Resolution regarding the implementation of a Pandemic Sick Leave Policy for the full-time and part-time employees of the City of Bellevue.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve resolution 2022-02 as presented.

ATTACHMENTS:

- Resolution 2022-02
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Breyer Roblin
[Signature]

EMERGENCY RESOLUTION NO. 2022-02

PANDEMIC SICK LEAVE

WHEREAS, pursuant to Nebraska Revised Statutes a City of the First Class has the power to do all acts on relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Nebraska Revised Statutes, the powers of the City as a body are exercised by the Mayor & City Council; and,

WHEREAS, the Mayor & City Council has the authority to adopt ordinances, resolution and other regulations, which shall have the force and effect of law; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 16-405, in cases of riots, infectious diseases, or other impending danger, or any other emergency requiring its immediate operation, such ordinance shall take effect upon the proclamation of the mayor immediately upon its first publication; and

WHEREAS, an emergency ordinance has been created adding Section 14-11 of the Bellevue Municipal Code pertaining to pandemic sick leave; and,

WHEREAS, said Emergency Ordinance gave power to the City Administrator, as chief executive officer of the City, the responsibility of proper administration of Pandemic Sick Leave; and,

WHEREAS, said Emergency Ordinance gave power the City Administrator to adopt and implement a Pandemic Sick Leave Policy that governs the standard operating procedures, practices and guidelines for all employees, including part-time employees, to benefit from pandemic sick leave.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the following Pandemic Sick Leave Policy shall be implemented effective October 1, 2021:

All employees, excluding temporary/seasonal workers, shall be provided paid leave to cover an absence of up to **eighty (80) hours** from work without loss of pay, to be known as Pandemic Sick Leave (PSL), in addition to any days already earned as regular sick time.

Part-time employees shall receive pay to cover an absence of up to ten (10) normally scheduled workdays based upon their normally scheduled work hours.

For purposes of this policy, “normally scheduled” work days/hours shall be determined by the following:

1. Civilian part-time employees “normally scheduled” work days/hours will be determined by calculating the average number of hours worked in each week by the employee in the 26 weeks preceding the request for PSL.
2. Fire department part-time employees “normally scheduled” work days/hours will be determined by the shifts that they are missing that were previously bid on in the scheduler.

In order to be eligible for using PSL days, the employee must have one or more of the following qualifying events:

1. the employee’s medical diagnosis of a qualifying pandemic illness such as COVID-19;
or
2. the employee has an extenuating circumstance related to the pandemic illness. Any request for PSL under extenuating circumstances must be submitted to the City Administrator (or his/her designee) in writing for approval.

Any request for additional PSL days must be made in writing, accompanied by a physician’s statement that such additional time off is necessary for the recovery of the employee. Said request must be directed to the employee’s department Director who will forward same to the attention of the City Administrator. The City Administrator (or his/her designee) shall make all final decisions regarding the extension of PSL days and any such decision shall not be subject to the grievance procedure.

Any PSL days shall not be treated the same as a non-PSL sick day for purposes of pay and accumulation. PSL days are not eligible for payout at any time. PSL days from prior Resolutions are not eligible for carryover if they were not used in the 2020-2021 calendar years.

Return to work after illness: No employee shall return to work after a diagnosis of a pandemic illness until the employee has met all of the criteria of isolation duration as determined by the Centers for Disease Control and Prevention (CDC).

ADOPTED AND APPROVED this 18th day of January, 2022.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/18/2022		SUBMITTED BY: Captain Kurt Strocher		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Change the expiration date on waivers for deer archery hunters within City limits from December 31st to January 31st.

SYNOPSIS/BACKGROUND:

The City has allowed archery hunters to legally take whitetail deer for many years by granting a waiver to City Ordinance 20-7 (Discharge of Firearms or Dangerous Missiles). Archery hunting has proven to be a safe and effective way to manage the whitetail deer herd within City limits. The waivers have traditionally been issued to cover the various deer archery seasons as designated by Nebraska Game & Parks, and have always expired on December 31st of the calendar year. Some hunters have expressed an interest in taking advantage of late season hunts that can extend to January 31st of the following calendar year. A change to the effective dates of the waivers would allow for properly licensed hunters to continue hunting into January for the "Antlerless Late" season and "Late River Antlerless" seasons.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Authorize the change of the expiration date on City archery hunt waivers to January 31st for properly licensed and approved hunters, as determined by the designated hunt manager.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

A. Bauer-Roberts
[Signature]
[Signature]



City of Bellevue
Office of the City Clerk
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

APPLICATION FOR WAIVER OF HUNTING REGULATIONS

DEER ARCHERY SEASON

September 1, 2021 through December 31, 2021

PART I

APPLICANT INFORMATION

Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Cell No. _____ Work No. _____

***** Remember to attach copy of State of Nebraska Deer Permit***
New Hunters must pass a proficiency test – Call (402) 682-6604**

PART II

HUNTERS AGREE TO:

- a. Hunt with bow/crossbow and arrows/bolts only.
- b. Hunt from tree stands only.
- c. Observe all applicable city and state laws/regulations.
- d. Hunt ethically and safely.
- e. Not engage in any inappropriate behavior or create any nuisance.
- f. Report kills to the Bellevue Police Department, Capt. Kurt Stroecher (402) 682-6604
or kurt.stroecher@bellevue.net

Violating any of the above may be cause for your permit to be revoked.

Signature Date

FOR OFFICE USE ONLY	
Directed to the Police Department on the _____ day of _____, 20 ____.	
Approved/Denied by the Police Department on the _____ day of _____, 20 ____.	
_____ Signature of Officer in Charge	_____ Date
Submitted to City Council on the _____ day of _____, 20 ____.	
Action of the City Council: Approved _____ Denied _____	

SITE PLAN

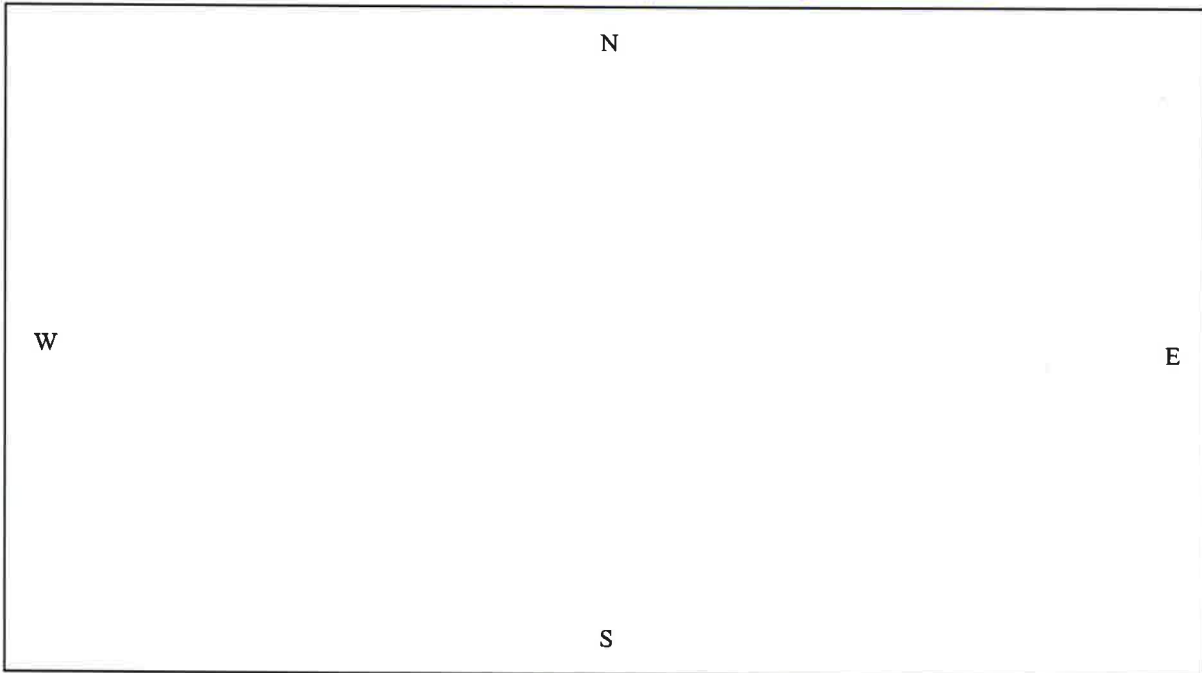
ADDRESS OF HUNTING SITE: _____

No bow and arrow shall be fired except from within the outlined site plan. Any deer shot at, must also be within the same outlined site plan.

Please draw a map that includes **ALL** of the following:

1. The location of the hunting site (tree stand).
2. The number of yards from any streets and/or public rights-of-way.
3. The number of yards from any residential or other type structure (s).

If necessary, use a separate sheet. **Failure to provide adequate detail may result in denial.**



PROPERTY OWNER: Owner must sign on THIS Sheet.

Name: _____ Phone No.: _____

Address: _____ City: _____ State: _____ Zip: _____

**I hereby give my permission to allow applicant to hunt on my property as outlined above.
I further agree to give my permission to allow enforcement officers to inspect my property at any time for purposes of safety concerns or law violations.**

Signature of Property Owner

Date

Return to City Clerk's Office

The Primary Resident of ANY/ALL occupied residences within 100 yards of a hunting site (tree stand) must grant written permission, whether they are actually on the effected property or adjacent to it.

*****This is IN ADDITION to the required property owner signature block on page 2.*****

Name: _____ Phone No.: _____
Address: _____ City: _____ State: _____ Zip: _____
Signature: _____

Name: _____ Phone No.: _____
Address: _____ City: _____ State: _____ Zip: _____
Signature: _____

Name: _____ Phone No.: _____
Address: _____ City: _____ State: _____ Zip: _____
Signature: _____

Name: _____ Phone No.: _____
Address: _____ City: _____ State: _____ Zip: _____
Signature: _____

Name: _____ Phone No.: _____
Address: _____ City: _____ State: _____ Zip: _____
Signature: _____

Name: _____ Phone No.: _____
Address: _____ City: _____ State: _____ Zip: _____
Signature: _____

Name: _____ Phone No.: _____
Address: _____ City: _____ State: _____ Zip: _____
Signature: _____

Big game seasons

Download printable season dates card

Deer

2021 Season Dates

Archery: Sept. 1, 2021 – Dec. 31, 2021

November firearm: Nov. 13, 2021 – Nov. 21, 2021

Muzzleloader: Dec. 1, 2021 – Dec. 31, 2021

Antlerless Late Season: Jan. 1, 2022 – Jan. 16, 2022

October River Antlerless: Oct. 1 – 15, 2021

Late River Antlerless: Jan. 1 – 31, 2022

Special Landowner: Nov. 6 – 8, 2021

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

**16c.
01/18/2022**

COUNCIL MEETING DATE: 01/18/2022		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of documents to release a CDBG Housing Rehabilitation Deed of Trust for 2008 Calhoun Street

SYNOPSIS/BACKGROUND:

In August 2016, the City completed a Community Development Block Grant (CDBG) Housing Rehabilitation project at 2008 Calhoun Street in the amount of \$21,000.00, and a Deed of Trust was filed with Sarpy County for said amount. On December 13, 2021, the City received a payment for the outstanding balance of the non-forgivable loan in the amount of \$5,069.02 from the homeowner. With the receipt of the non-forgivable amount, the City needs to file a Deed of Reconveyance to release the Deed of Trust.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the Deed of Reconveyance and Substitution of Trustee for 2008 Calhoun Street.

ATTACHMENTS:

1. <input type="text" value="Substitution of Trustee"/>	2. <input type="text" value="Deed of Reconveyance"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



DEED OF RECONVEYANCE

WHEREAS, the undersigned Trustee, Alicia Bree Robbins, Bellevue City Attorney and member of the Nebraska State Bar Association, of 1500 Wall Street, Bellevue, County of Sarpy, State of Nebraska, as Trustee under the Deed of Trust executed by Bryan and Darling Handlos, a married couple, Trustor, in which City of Bellevue, Nebraska, was named as Beneficiary, and recorded on August 5, 2016, as Instrument No. 2016-19357 of the Mortgage Records of the Register of Deeds of Sarpy County, Nebraska, has received from, the City of Bellevue, Nebraska, Beneficiary thereunder, a written Request to Reconvey, reciting that the non-forgivable sums secured by such Deed of Trust have been fully paid and that such Deed of Trust and the Note secured thereby have been surrendered to the undersigned, as Trustee, for cancellation;

NOW THEREFORE, in accordance with such request and the provisions of such Deed of Trust, the undersigned, as Trustee, does hereby reconvey, without warranty, to the person or persons entitled thereto, namely Bryan and Darling Handlos, a married couple, the estate now held by the Trustee thereunder, to-wit:

Lot 11, the North 5 feet of Lot 12 and the South 7 feet of Lot 10, Block 329, City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues and alley adjacent thereto

IN WITNESS WHEREOF the undersigned has executed this Deed of Reconveyance at Bellevue, Nebraska, on January _____, 2022.

Alicia Bree Robbins, Successor Trustee

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

On this ____ day of January, 2022, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Alicia Bree Robbins, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

SUBSTITUTION OF TRUSTEE

KNOW ALL PERSONS BY THESE PRESENTS:

Bryan and Darling Handlos, a married couple, is the Grantor/Trustor, and **Patrick Sullivan** is the Trustee, and **City of Bellevue, Nebraska**, is the Beneficiary under that certain Deed of Trust dated July 11, 2016, and recorded on August 5, 2016, as Instrument No. 2016-19357, Mortgage Records of Sarpy County in the State of Nebraska. The trust property affected is legally described as follows:

Lot 11, the North 5 feet of Lot 12 and the South 7 feet of Lot 10, Block 329, City of Bellevue, Sarpy County, Nebraska, as surveyed, platted, and recorded together with all vacated portions of streets, avenues, and alleys adjacent thereto.

The undersigned, who is the present Beneficiary under said Deed of Trust, desires to appoint a new Trustee in place and stead of the Trustee named above;

NOW, THEREFORE, in view of the premises, the undersigned hereby appoints: ALICIA BREE ROBBINS, a member of the Nebraska State Bar Association, whose address is 1500 Wall Street, Bellevue, NE 68005 as Successor Trustee under said Deed of Trust. She is to have all the powers of said original Trustee, effective forthwith. Where Co-Trustees are appointed each shall have all the powers of said original Trustee and each shall be authorized to act severally.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set their hands.

Dated: January ____, 2022

City of Bellevue, Nebraska,
Beneficiary

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

Record & Return to: City of Bellevue, 1500 Wall Street, Bellevue, NE 6800

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this ____ day of January 2022.

Notary Public

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

**16d.
01/18/2022**

COUNCIL MEETING DATE: 01/18/2022		SUBMITTED BY: Finance/CDBG	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the 2021 CDBG Subrecipient Agreement with Housing Foundation for Sarpy County for the Mixed Use Development HFSC Properties project in an amount not to exceed \$150,000.00

SYNOPSIS/BACKGROUND:

As part of the 2021 Action Plan approved by the City Council on July 20, 2021, the Housing Foundation for Sarpy County (HFSC) was approved for funding in an amount not to exceed \$150,000.00 for the acquisition of property for a mixed use development of affordable housing and commercial development. HFSC has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$150,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Housing Foundation for Sarpy County INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: 2021 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 01/18/2022 CONTRACT TERM: 1 year CONTRACT END DATE: 01/17/2023

PROJECT NAME: ENCAP Food Pantry Relocation Assistance

START DATE: 01/18/2022 END DATE: 01/17/2023 PAYMENT DATE: INSURANCE REQUIRED: YES

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

ACCOUNTING DISTRIBUTION CODE: CDBG-192201 ACCOUNT NUMBER: 60/1903/192201/450

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with the Housing Foundation for Sarpy County.

ATTACHMENTS:

1. 2021 CDBG Subrecipient Agreement
2. _____
3. _____
4. _____
5. _____
6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

Abigail Rolin
[Signature]
[Signature]

**SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF BELLEVUE AND
HOUSING FOUNDATION FOR SARPY COUNTY
FOR EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
B-21-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this _____ day of _____, 20___, by and between the subrecipient, HOUSING FOUNDATION FOR SARPY COUNTY, hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-21-MC-31-0003 HUD contract in the amount of \$150,000.00 for the acquisition of land for the development of affordable housing and commercial spaces within the city limits of Bellevue; and

NOW, THEREFORE, it is agreed between the parties hereto that:

A. SCOPE OF SERVICE.

1. Activities. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$150,000.00 from the B-21-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of property acquisition for the development of affordable housing and commercial space in a mixed-use development. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

- a. Program Description. To provide for the purchase of land for a mixed-use development of affordable housing as eligible under 24 CFR 570.201 and commercial use space as eligible under 24 CFR 570.203, the major tasks the SUBRECIPIENT will perform include, but are not limited to the following:
 - i. The project will meet CDBG eligibility requirements and national objective for both housing and commercial components of the project; each component must meet all CDBG requirements.
 - ii. Provide a written, detailed proposal following selection of a site that includes:
 - 1. Overall site plan.
 - 2. Standards to ensure housing created or provided meets the HUD affordable housing national objective. Fair Market Rent (FMR), housing choice vouchers, subsidies or other standards may be used, but must be fully documented in the proposal.
 - 3. Detailed affordability period. The affordability period begins upon issuance of a Certificate of Occupancy by the GRANTEE.

4. Management of Assisted Property. The SUBRECIPIENT will outline a financial management system that allows the effective control and accountability for the CDBG-assisted real property as outlined under 2 CFR 200.302(b)(4).
 5. Timeline for Completion. The SUBRECIPIENT must provide a timeline for completion of the construction and the meeting of all CDBG National Objective requirements within five (5) years of the expiration of the subrecipient agreement.
 - iii. Follow real property voluntary acquisition requirements as set forth in 49 CFR Subpart B for Federal and federally-assisted programs and projects under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).
 - iv. Obtain any and all federal, state, and local permits and licenses required to execute the project as describe in this agreement. The SUBRECIPIENT further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.
 - v. Provide all matching funds needed to complete the project.
 - vi. Approved use must continue for five years following the expiration of this agreement.
 - b. Income Benefit Goals. The project will assist a minimum of 30 low- and moderate-income households by providing affordable housing.
 - 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.
 - i. The SUBRECIPIENT certifies that the housing activity carried out under this agreement will meet the National Objective Low- and Moderate-Income Housing by acquiring real property for the purpose of developing affordable housing for low and moderate income families per 24 CFR 570.208(a)(3). The SUBRECIPIENT will continue to meet the CDBG National Objective for a minimum of five (5) years after the expiration of the Subrecipient Agreement. If the National Objective is not met during this time period, the CITY must be reimbursed in the amount of the current fair market value of the property, less the value attributable to the non-CDBG portion of the acquisition or improvements.
 - ii. The SUBRECIPIENT certifies that the commercial activity carried out under this agreement will meet a National Objective Area Benefit or Job Creation/Retention. The specific national objective will be determined based on the service area identified or the job creation benefit to low- and moderate-income individuals.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
- a. Total clients served, including all members of each household
 - b. Racial breakdown of clients serviced including an ethnicity breakdown
 - c. Number and percentage of extremely low, low, and moderate-income clients as defined by HUD CDBG Income Limits with income eligibility documentation on file.
 - d. Number of disabled clients, senior citizens, and female heads-of-households served.
 - e. Update on the expenditure of funding as well as a timeline for expenditure update.
 - f. Documentation of match or funds leveraged with CDBG funding.
 - g. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
 - h. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.

3. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and, in a manner, satisfactory to the GRANTEE of Bellevue. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE of Bellevue CDBG Specialist.
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.
 - a. No CDBG project funds will be advanced and no costs can be incurred until the GRANTEE has conducted an Environmental Review of the proposed project site as required per 24 CFR 58 and the Mayor has signed the Environmental Review Record Site Specific Review for the project. The SUBRECIPIENT must meet all mitigation requirements outlined in the Environmental Review Record to ensure environmental clearance for the project.
 - b. The SUBRECIPIENT will not undertake or commit any funds or physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction prior to the environmental clearance. Violation of this provision may result in the denial of any funds under this agreement.
5. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.
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. Liens. The SUBRECIPIENT agrees to execute a lien note ("Note") and deed of trust ("Deed of Trust") in favor of the GRANTEE in the amount of the funds granted to, and expended by the SUBRECIPIENT for the acquisition of Real Property. The Deed of Trust shall be subordinate to any deed of trust or other lien placed on the Real Property by the SUBRECIPIENT. The Note shall be a ten-year, zero-interest deferred note. If the SUBRECIPIENT maintains the property for the approved use for five years following initial occupancy, the GRANTEE shall forgive the Note and release the Deed of Trust provided that all payments on the first lien note are current. The SUBRECIPIENT shall notify the GRANTEE immediately if the SUBRECIPIENT plans to sell or ceases the approved use of the Real Property. If the Real Property is sold during the term of the Note, the balance of the Note is immediately due and payable to the GRANTEE.
8. Change in Use. Property acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must remain in the SUBRECIPIENT's control as outlined in 570.502(b)(7). The property must either:
 - a. Be used by the SUBRECIPIENT to continue to meet a CDBG program national objective for a minimum of five (5) years after the expiration of the subrecipient agreement; or
 - b. If a national objective is not met during this time-period, the SUBRECIPIENT must reimburse the GRANTEE for the current fair market value, less any portion of the value attributable to non-CDBG funds.

B. RECORDS, REPORTING AND PAYMENT SCHEDULES.

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$150,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
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 with information as outlined in A.2 Performance Monitoring. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1st to September 30th. Quarters will be:
 - a. 1st Quarter: October – December,
 - b. 2nd Quarter: January – March,
 - c. 3rd Quarter: April – June, and
 - d. 4th Quarter: July – September.
5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. 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. For purchase amount that exceeds \$10,000.00, the SUBRECIPIENT must submit copies a minimum of three bids with a memo explanation of the selected bid/contractor to the GRANTEE's CDBG Office. Upon approval by the GRANTEE, 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 Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts executed prior to the execution of this subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the

SUBRECIPIENT has control over CDBG funds, including program income.

- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
 - i. A final performance report,
 - ii. A final request for payment, and
 - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

C. GENERAL COMPLIANCE.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. . The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be

undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.
7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

D. OTHER PROGRAM REQUIREMENTS.

1. Civil Rights.

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry

out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises 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. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - ii. The SUBRECIPIENT agrees to comply with HUD's Section 3 regulations (24 CFR Part 75). As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 regulations.
 - iii. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - iv. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with Section 3, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the Section 3 regulations. The contractor will not

- subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the Section 3 regulations.
- v. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the Section 3 regulations require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under the Section 3 regulations.
- vi. Noncompliance with HUD's Section 3 regulations may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
 - b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
 - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
 - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
7. Lobbying. The SUBRECIPIENT hereby certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
- d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. **Copyright.** If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
9. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
10. **Relocation and One-For-One Housing Replacement.** The displacement of any person as a direct result of 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. The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

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. **Worker's Compensation.** The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. **Insurance and Bonding.** The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

G. AGREEMENT MODIFICATIONS.

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

H. REVERSION OF ASSETS.

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7).

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: Board President/Vice-President
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

Autumn Sky Burns
Autumn Sky Burns, Vice President
Housing Foundation for Sarpy County

Rich Severson, Finance Director
City of Bellevue, Nebraska

Carolyn Pospisil
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)

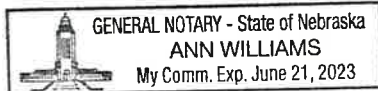
My Commission Expires: _____

STATE OF NEBRASKA)
): SS.
COUNTY OF SARPY)

The above and foregoing instrument was acknowledged before me this 6th day of Jan, 2022 by Autumn Sky Burns, Vice President, on behalf of the organization.

My Commission Expires:

6-21-2023



Ann Williams
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/18/2022		SUBMITTED BY: Doug Clark, Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Schilling Drive, 9th Street to 13th Street, Bridge Removal

SYNOPSIS/BACKGROUND:

The Schilling Drive wooden bridge located above Union Pacific Railroad tracks (between 9th and 13th Streets) was permanently closed in January 2020 due to deteriorating conditions and is in need of removal. Closure and Removal Agreement between Union Pacific Railroad Company and the City of Bellevue to be executed so that project management, demolition of overpass structure, and restorations may be put into effect as outlined in Exhibit B.

FISCAL IMPACT: \$55,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Union Pacific Railroad Company INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Closure and Removal Agreement - Public Road Crossing

CONTRACT EFFECTIVE DATE: 01/18/2022 CONTRACT TERM: to project completion CONTRACT END DATE:

PROJECT NAME: Schilling Drive, 9th St to 13th St, Bridge Removal

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

CIP PROJECT NAME: Bridge Repairs CIP PROJECT NUMBER: ST22(6)

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

ACCOUNTING DISTRIBUTION CODE: CIPST22(6) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the Closure and Removal Agreement between the City of Bellevue and Union Pacific Railroad Company in the amount not to exceed \$55,000.00 for the City of Bellevue's Schilling Drive, 9th Street to 13th Street, Bridge Removal Project.

ATTACHMENTS:

1. Agreement
- 2.
- 3.
4. Exhibits A, B & C
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robinson
[Signature]
[Signature]

**CLOSURE AND REMOVAL AGREEMENT
PUBLIC ROAD CROSSING**

THIS CLOSURE AND REMOVAL AGREEMENT (this "Agreement") is made and entered into as of _____ (the "Effective Date"), by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad") and CITY OF BELLEVUE, a municipal corporation or political subdivision of the State of Nebraska ("Agency").

RECITALS

In accordance with the terms and conditions of this Agreement, Agency desires to permanently close and remove the existing, grade-separated road crossing ("Project") more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "Road Crossing").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Agency shall take all actions necessary to vacate all rights that Agency may have in and to Railroad's property in connection with the Road Crossing and to permanently close the Road Crossing. Such Agency actions may include adoption of an ordinance or resolution by Agency's governing body and/or obtaining any required approvals from a public utilities commission or any other applicable governmental entity authorizing and directing the vacation and permanent closure of the Road Crossing.
2. If Agency will be performing any Project work, such work is described on Exhibit B ("Agency Work"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work at the Road Crossing, subject to complying with the terms and conditions of this Agreement.
3. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement (the "CROE Agreement") and to comply with the requirements set forth therein. If Agency performs the Agency Work, Agency shall comply with the safety standards set forth in the CROE Agreement.
4. Following completion of the Agency Work, Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("Railroad Work"). Railroad's estimated cost for the Railroad Work is included on Exhibit C and Exhibit C-1 attached hereto ("Estimate") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made

retroactively.

5. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad for costs incurred by Railroad in connection with the Railroad Work in accordance with Exhibit D attached hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: _____
Title: _____

CITY OF BELLEVUE, a municipal
corporation or political subdivision of the
State of Nebraska

By: _____
Title: _____

Exhibit A

Schilling Drive Grade-Separated Public Road Crossing
(DOT No. 433019N)
Mile Post 470.82 – Falls City Subdivision
City of Bellevue, County of Sarpy, State of Nebraska

Exhibit B

Railroad Work:

1. Project management.
2. Engineering review
3. Final inspection

Agency Work:

1. Demolition of overpass structure and plan preparation for such.
2. Install, maintain, repair and renew permanent barricades on both sides of the Road Crossing with such barricades to be located off of Railroad's property and to be in compliance with the plans, and also all applicable standards and guidelines contained in the current Manual on Uniform Traffic Control Devices ("MUTCD").
3. Provide and install new advance street signs and pavement markings to indicate that the Road Crossing is closed, with such signage to be in compliance with applicable current MUTCD standards and guidelines.
4. Remove all bridge approaches on and leading up to the Railroad's right of way.
5. Restore drainage

Exhibit C

Estimate Cover Page

(See attached)

EXHIBIT C-1

**ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:

10/28/2021

LOCATION:

Bellevue

DOT: 433019N

SUBDIVISION

Falls City

STATE:

NE

DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 17,500	\$ -	\$ -	\$ 17,500	\$ 17,500
Construction Submittals	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 5,000
Construction Management	\$ 30,000	\$ -	\$ -	\$ 30,000	\$ 30,000
Final Inspection	\$ 2,500	\$ -	\$ -	\$ 2,500	\$ 2,500
TOTAL PROJECT:	\$ 55,000	\$ -	\$ -	\$ 55,000	\$55,000

TOTAL ESTIMATED COST:

\$55,000

**THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.**

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

Exhibit D

Reimbursement Method

Agency agrees to reimburse Railroad for One Hundred Percent (100%) of actual costs incurred by Railroad in connection with the Railroad Work. During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within one hundred twenty (120) days after completion of the Project, Railroad will submit a final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
01/18/2022

COUNCIL MEETING DATE: 01/18/2022		SUBMITTED BY: Doug Clark, Public Works Director		Dean Dunn, Manager of Engineering Services		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>			
LICQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>			
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>			

SUBJECT:

Professional Engineering & Surveying Services Proposal

SYNOPSIS/BACKGROUND:

Felsburg, Holt & Ullevig to complete the design of public improvements for the Galvin Road intersection at Birchcrest Road/Lloyd Street in the amount of \$58,100.00.

FISCAL IMPACT: \$58,100.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Professional Engineering & Surveying Services Proposal

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Galvin & Birchcrest/Lloyd Intersection Improvments

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

CIP PROJECT NAME: CIP PROJECT NUMBER: ST22(6)

STREET DISTRICT NAME (S): M146(252B) Galvin Rd/Hansen Ave - Ped. Bridge Rehab STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE: CIPST22(6) ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Felsburg, Holt & Ullevig in an amount not to exceed \$58,100.00 for the Galvin and Birchcrest Intersection Improvements project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



December 28, 2021

EXHIBIT A

Mr. Dean Dunn, PE
Public Works
City of Bellevue
1510 Wall Street
Bellevue, NE 68005

RE: Proposal for Engineering Design Services
Galvin Road Pedestrian and Intersection Improvements

Dear Dean:

Thank you for the opportunity to submit this proposal to complete the design of the public improvements along Galvin Road and at the intersection of Galvin Road with Lloyd St./Birchcrest Rd. in Bellevue, NE. Improvements include a full traffic signal replacement and ADA ramps on all four quadrants at the intersection, pedestrian improvements along the west side of Galvin Road from Lloyd St./Birchcrest Rd. to Hansen Ave., street lighting, and a school speed zone investigation. This project doesn't include the design of the future roadway widening or removal of the existing pedestrian bridge. The information used to prepare this proposal is based on our discussions.

We propose to conduct the design with our in-house team of transportation professionals. **Matt McFadden, PE** will serve as Principal-in-Charge and **Adam Denney, PE, PTOE** will serve as Project Manager for the project. The roadway design portion of the project will be led by **Brandon Vacek, PE**. The roadway design team will design curb ramps to ADA Standards, design pedestrian improvements, identify ROW impacts (if any), and develop a cost estimate.

As a subconsultant **R.W. Engineering & Surveying, Inc. (RW)** will conduct an initial survey and any additional survey as needed.

Scope of Services

The tasks below describe the engineering services to be provided by FHU to the City to complete the design of the public improvements along Galvin Road and at the intersection of Galvin Road with Lloyd St./Birchcrest Rd. This agreement consists of the development of design plans and construction documents. Assistance by FHU during the construction phase is optional and can be provided to the City through a written supplement to this agreement.

TASK I. Project Management

- a. *Project Management* – The FHU Project Manager will serve as point of contact, maintain project schedule and budget, be responsible for coordinating work, and provide regular progress reports with invoices. Mark Meisinger, PE, PTOE will serve as the Principal in Charge and Adam Denney, PE, PTOE will serve as the Project Manager for this project.

- b. *QA/QC* - FHU will perform QA/QC checks at various stages of the study including prior to any official submittal.

TASK 2. Meetings

- a. *Kick-off Meeting* - FHU will attend a kick-off meeting with City staff. This task includes preparing an agenda and meeting minutes.
- b. *Progress Meetings* – FHU will attend two progress/review meeting with City staff to review preliminary plans. If requested by the City, FHU can attend additional meetings to report on project progress and answer questions at our standard hourly rates.
- c. *Stakeholder Meetings* – FHU will hold a meeting with both Bellevue University and Birchcrest Elementary School to address the project and School Speed Zone investigation along Galvin Road. If requested by the City, FHU can attend additional meetings to report on project progress and answer questions at our standardly rates.
- d. *No Public Information Meetings are planned as part of this scope* – If a public meeting is requested by the City, FHU will provide a fee estimate to prepare displays and handouts for the public meeting, and attend the public meeting.

TASK 3. Topographic Information

- a. *Survey* – RW will conduct an initial survey. See attached scope.

TASK 4. Utility Coordination

- a. *Utility Location/Verification* – FHU will review the utility locations shown in the existing topographic survey provided and verify these locations during field inspections. Plans will be printed and distributed to the utility companies for verification of ownership, type, size, location, and cased or uncased. FHU will request that the utility companies return marked up plans with utility verification.
- b. *Utility Conflict Meetings/Coordination* – Identification and verification by the utility companies of major utility conflicts such as fiber optic lines, gas pipelines, crude oil pipelines, high-pressure waterlines, transmission lines, etc., will be accomplished early in the design process. FHU does not anticipate any significant conflicts, however, if a conflict is identified, FHU and the City's Project Manager will discuss the conflicts and attempt to avoid them. If avoidance is not possible, FHU will then request the utility company to verify the conflict and provide a preliminary plan to relocate the utility in conflict.

FHU shall include time for coordination via phone calls, emails and one-on-one meetings with affected utilities, depending on the complexity of the potential conflict.

TASK 5. Traffic Analysis

- a. *Timings and Phasing* – FHU will develop signal timings for the proposed traffic signal. FHU will also analyze left-turn phasing requirements. Flashing yellow arrow (FYA) will be implemented. Leading pedestrian interval (LPI) will also be evaluated.
- b. *School Speed Zone* – FHU will develop information for a School Speed Zone for the proposed area along Galvin Road. The speed zone may include reduces speed limit and flashing beacons.

TASK 6. Design Plan Submittals

- a. *Preliminary Plans* – FHU shall prepare project base plans and plan sheets in accordance with City of Omaha standards. The design will include pedestrian improvements, a new traffic signal, and ADA compliant curb ramps on all four quadrants of the intersections. The street name signs shall be illuminated. Plan sheets to be included in the submittal include the following:
 - Cover Sheet
 - Typical Sections Sheet
 - General Note Sheets
 - Horizontal/Vertical Control Sheets
 - Geometric and Grade Sheets
 - Roadway Construction and Removal Sheets
 - Right-of-Way Plan Sheets (if applicable)
 - Pavement Marking & Signing Sheets
 - Traffic Signal Sheets
 - Cross Sections
- b. *Final Plans* – FHU shall prepare a final plan set in accordance with City of Omaha standards. This includes, but is not limited to, the following sheets:
 - Cover Sheet
 - Typical Sections Sheet
 - Summary of Quantities Sheet
 - General Notes Sheet
 - Detail Sheets
 - Horizontal/Vertical Control Sheets
 - Construction Phasing Sheets
 - Geometric Sheet and Grade Sheets
 - Roadway Construction and Removal Sheets
 - Drainage Sheets (if applicable)
 - Right-of-Way Plan Sheets (if applicable)
 - Pavement Marking & Signing Sheets
 - Traffic Signal Sheets
 - Cross Sections

- c. *Cost Estimates* – FHU will prepare a detailed cost estimate for all items related to construction of the traffic signal. Quantities will be submitted to the City of Bellevue for each submittal using City of Omaha standard bid items. Estimates of probable cost will be prepared by FHU using recent bid tabulations and other information.
- d. *Right-of-way Documents* – If it is determined temporary easements and right-of-way acquisition will be needed, FHU will submit a supplement to this contract to prepare the necessary documents.
- e. *Special Provisions* – FHU will submit Special Provisions (if necessary) with the plan submittal.
- f. *Final Plan Submittal* – Upon incorporating review comments into the plan set and special provisions, FHU shall prepare and submit all drawings, special provisions, and an updated total project cost estimate, to the City’s Project Manager for the final review. Upon acceptance of the final plans, FHU shall prepare and submit the bid package to the City’s Project Manager. The bid package includes sealed drawings, sealed special provisions, and engineer’s estimate.

TASK 7. Construction Phase Services

- a. *Contract Document* – FHU will prepare the necessary contract documents through the City of Bellevue for the project.
- b. *Shop Drawing Review* – FHU will review and approve shop drawings for the project.
- c. *Contractor Questions* – The project will be advertised and let by the City of Bellevue. FHU will be available to answer questions, review shop drawings, and provide documentation during this phase if needed. FHU assumes up to two RFI’s for this task. This scope does not include time for construction observation services.

Fee Estimate

We propose to conduct the traffic study on a “time and materials” basis. Under such an agreement, we are compensated on an hourly basis for all labor. Other direct costs, such as printing, are reimbursed at a rate of 1.1 times actual cost. The following are our standard hourly billing rates for the personnel expected to be involved in this project:

Principal I	\$235.00/Hour
Engineer V	\$185.00/Hour
Engineer IV	\$155.00/Hour
Engineer III	\$135.00/Hour
Engineer II	\$120.00/Hour
Engineer I	\$105.00/Hour
Administration	\$90.00/Hour

At these standard hourly rates, we have estimated that the design plans could be completed for a maximum budget of **\$58,100**. A detailed fee estimate (Exhibit B) and a copy of our 2022 standard rate sheet (Exhibit C) are attached. This amount would be established as a “not to exceed” limit beyond which no charges could be made without your prior approval. If attendance at additional meetings is required, we can do so at our standard hourly rates.

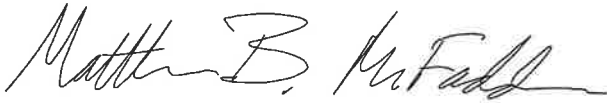
Schedule

We propose to complete the preliminary plans approximately 90 days after a notice to proceed and receipt of the survey. Upon receipt of review comments from the City of Bellevue, FHU will submit final plans within 30 days. Should the City require additional design features to be included in the plans, we will notify you immediately regarding any impact to the cost of the project or the project schedule.

If you have any questions about this proposal, please give me a call. Thank you for the opportunity to work with you and your staff on this project. If the scope of services and fee are acceptable, please have the appropriate official sign in the space provided below. By signing this agreement, the client agrees to the terms of the attached Letter Agreement Standard Provisions (Exhibit D). Please return a signed copy of this contract proposal for our files.

Sincerely,

FELSBURG HOLT & ULLEVIG



Matt McFadden, PE
Principal



Adam Denney, PE, PTOE
Project Manager

- Attachments
EXHIBIT B - Detailed Fee Estimate
EXHIBIT C - 2022 Standard Rates Sheet
EXHIBIT D - Letter Agreement Standard Provisions
RW Scope of Service

Accepted By _____

Title _____

Date _____

Galvin Road

Intersection and Pedestrian Improvements Design

Workhour and Fee Estimate

December 28, 2021

EXHIBIT B



		Principal I	Engineer V	Engineer IV	Engineer III	Engineer II	Engineer I			Admin	Total
Task 1 Project Management	0	6	16	0	0	0	0	0	0	0	\$4,370
Project Management			16								\$2,960
QA/QC		6									\$1,410
Task 2 Meetings	0	10	10	10	0	0	0	0	0	0	\$5,750
Kick-off Meeting		2	2	2							\$1,150
Progress Meetings		4	4	4							\$2,300
Stakeholder Meetings		4	4	4							\$2,300
Task 3 Topographic Information	0	0	0	0	0	0	0	0	0	0	\$0
Survey (Provided by R.W. Engineering & Surveying, Inc.)											\$0
Task 4 Utility Coordination	0	0	6	0	16	0	0	0	0	0	\$3,270
Utility Location/Verification			4		8						\$1,820
Utility Conflict Meetings/Coordination			2		8						\$1,450
Task 5 Traffic Analysis	0	4	10	0	0	12	6	0	0	0	\$4,860
Timings and Phasing		2	6			6	2				\$2,510
School Speed Zone		2	4			6	4				\$2,350
Task 6 Design Plan Submittals	0	6	27	44	84	0	0	0	0	0	\$24,565
Preliminary Plans		2	8	24	46						\$11,880
Final Plans		2	8	16	24						\$7,670
Cost Estimates			4		6						\$1,550
Right-of-Way Documents			1		2						\$455
Special Provisions			2		2						\$640
Final Plan Submittal		2	4	4	4						\$2,370
Task 7 Construction Phase Services	0	0	12	4	0	2	0	0	0	4	\$3,440
Contract Documents			4			2				4	\$1,340
Shop Drawing Review			4								\$740
Contractor Questions			4	4							\$1,360
TOTAL HOURS	0	26	81	58	100	14	6	0	0	4	289
TOTAL LABOR / HR RATE		\$235	\$185	\$155	\$135	\$120	\$105			\$90	
TOTAL LABOR COSTS	\$0	\$6,110	\$14,985	\$8,990	\$13,500	\$1,680	\$630	\$0	\$0	\$360	\$46,255

DIRECT PROJECT EXPENSES

Printing	265	\$0.19									\$50
Task 3 - Survey by R.W. Engineering & Surveying, Inc.	1	\$11,680.00									\$11,680
Mileage to Bellevue (3 Trips @ 40 Miles)	120	\$0.575									\$69
Mileage to Site (2 Trips @ 40 Miles)	80	\$0.575									\$46

TOTAL DIRECT PROJECT EXPENSES

\$11,845

TOTAL PROJECT COST

\$58,100



2022 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

Staff Rates

Principal III.....	\$300	Construction Technician II.....	\$100
Principal II.....	\$260	Construction Technician I.....	\$85
Principal I.....	\$235	Graphic Design Manager.....	\$155
Associate.....	\$225	Graphic Design Specialist V.....	\$145
Advanced Mobility Director.....	\$250	Graphic Design Specialist IV.....	\$135
Sr Adv. Mobility Engineer/Strategist.....	\$200	Graphic Design Specialist III.....	\$120
Adv. Mobility Lead Engineer/Strategist V.....	\$185	Graphic Design Specialist II.....	\$105
Adv. Mobility Engineer/Strategist IV.....	\$160	Graphic Design Specialist I.....	\$90
Adv. Mobility Engineer III.....	\$135	Intern I.....	\$60
Adv. Mobility Analyst III.....	\$130	Marketing Manager.....	\$150
Adv. Mobility Engineer II.....	\$120	Marketing Specialist.....	\$115
Adv. Mobility Analyst II.....	\$115	Systems Administrator.....	\$120
Adv. Mobility Engineer I.....	\$105	Sr. Administrative Assistant.....	\$120
Adv. Mobility Analyst I.....	\$90	Administrative.....	\$90
Sr. Engineer.....	\$200		
Engineer V.....	\$185		
Engineer IV.....	\$155		
Engineer III.....	\$135		
Engineer II.....	\$120		
Engineer I.....	\$105		
Sr. Env. Scientist/Transportation Planner.....	\$195		
Env. Scientist/Transportation Planner V.....	\$175		
Env. Scientist/Transportation Planner IV.....	\$155		
Env. Scientist/Transportation Planner III.....	\$130		
Env. Scientist/Transportation Planner II.....	\$115		
Env. Scientist/Transportation Planner I.....	\$105		
GIS Manager.....	\$170		
GIS Specialist IV.....	\$155		
GIS Specialist III.....	\$130		
GIS Specialist II.....	\$115		
GIS Specialist I.....	\$105		
Lead ITS Specialist.....	\$200		
CADD Manager/Lead Designer.....	\$195		
Sr. Designer/Project Technician.....	\$170		
Designer V/Project Technician V.....	\$155		
Designer IV/Project Technician IV.....	\$140		
Designer III/Project Technician III.....	\$115		
Designer II/Project Technician II.....	\$100		
Designer I/Project Technician I.....	\$90		
Sr. Construction Technician.....	\$180		
Construction Technician V.....	\$155		
Construction Technician IV.....	\$130		
Construction Technician III.....	\$115		

Other Direct Costs

Plots

Bond.....\$0.31/sq ft

Prints

Black and White.....\$0.12/print

Color.....\$0.19/print

Presentation Boards

Bond Foam Core Mounted.....\$1.51/sq ft

Travel

Mileage.....\$0.56/Mile

(or current allowable Federal rate)

Truck (Construction).....\$45.00/day

Parking.....Actual Costs

Lodging/Airfare.....Actual Costs

Other Miscellaneous Costs

Courier/Postage.....Actual Costs

Per Diem.....Actual Costs

Subconsultants/Vendors.....Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.



December 20, 2021

Brandon M. Vacek, PE
Felsburg, Holt & Ullevig
11422 Miracle Hills Drive, Suite 115
Omaha, NE 68154

RE: Professional Surveying Services Proposal
Surveying Services – Galvin Road (Lloyd Street to Englewood Drive) Topography Survey

R.W. Engineering & Surveying, Inc. (herein referred to as "RW" or the "Consultant") is pleased to submit our proposal for professional services to Felsburg, Holt & Ullevig (herein referred to as the "CLIENT") for the above referenced project.

Project Understanding:

RW will provide professional land surveying services to complete a topographic survey of Galvin Road between Lloyd Street and Englewood Drive in Bellevue, NE.

Scope of services:

1. Topographic Survey
 - a. Topographic survey limits are defined per Exhibit A (attached).
 - b. Topography shall be tied to Nebraska State Plane (NAD83) horizontal coordinates (modified to ground values) and NAVD88 vertical datum.
 - c. Topography shall be affixed to at least two (2) stable control points and shall be shown on the survey.
 - d. Topography shall have a one-foot contour interval.
 - e. Traveled roadways within the survey bounds will have all joint lines surveyed, per request.
 - f. Spot elevations shall be shown where abrupt changes in grade occur, where grades are extremely flat, at all corners of pavement and structures, at the top and bottom of all sets of steps, retaining walls, building entries, etc., at reasonable intervals along the top and bottom of curbs and curved pavement.
 - g. Denote all site features such as, but not limited to, buildings, walks, curbs, manholes, drainage structures, water valves, gas valves, trees, shrubs, stairs, signs, utility poles, building doors, etc.
 - h. Show sizes, materials, rim and inverts of below ground utilities with utility identification by method of observed evidence together with evidence from plans obtained from as-builts, utility companies, and field markings by utility companies (Nebraska 811).
 - i. All manhole information will be observed from the surface. Measurements will be taken via a twenty-five-foot (25') leveling rod or laser distance meter. No confined space entry will be performed.
 - j. Research Sarpy County Land Survey Office for recorded survey data.
 - k. Right-of-Way will be computed using found section and property corner monuments, deed descriptions, surveys of record and final plat information. Any missing or destroyed section corner monument locations will be computed using established Sarpy County Land Surveyors Office published coordinates.
 - l. Process field data and prepare a topographic survey drawing.
 - m. Topographic survey shall be provided in AutoCAD Civil 3D 2021 format.

Assumptions / Exclusions:

1. Missing or disturbed property corner monuments will not be reset. Land Surveyors Certificates will not be completed or recorded.
2. Easement research is not included in this proposal
3. This proposal does not include any other service not directly identified in this proposal. RW is available to perform any or all additional services contingent upon the Owner's written requests.

Schedule:

The land surveying services, as defined above, will be completed and delivered within thirty (30) working days (weather permitting) after the notice to proceed is received. Every effort will be made to complete this project as soon as possible.

Fees:

Client will be invoiced for services on the basis of hourly rates incurred. Our fees will not exceed the amount listed below, plus any reimbursable expenses incurred (cost plus 15%).

- 1. Topographic Survey \$ 11,680.00

Additional services beyond our scope of services outlined above will be billed on the basis of hourly rates incurred.

Supplemental Terms and Conditions:

- 1. Invoices will be submitted monthly around the 25th of the month. All invoices are net 10 days.
- 2. No amendments or additions to this Agreement shall be made between the parties except in writing.
- 3. All reports, drawings, specifications, computer files, field data, notes and other documents prepared by RW are instruments of professional service and shall remain the property of RW. RW shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.
- 4. This proposal is valid if accepted within thirty days from the date of this proposal.

If there are any questions regarding this proposal, please refer them to Cory Gross. To authorize us to proceed with the proposed services, please indicate by signing below and returning one executed copy of this agreement to us. If you need further information, or if we need to modify our proposal to better fit your needs, please contact us at your convenience.

Respectfully Submitted,
R.W. Engineering & Surveying, Inc.

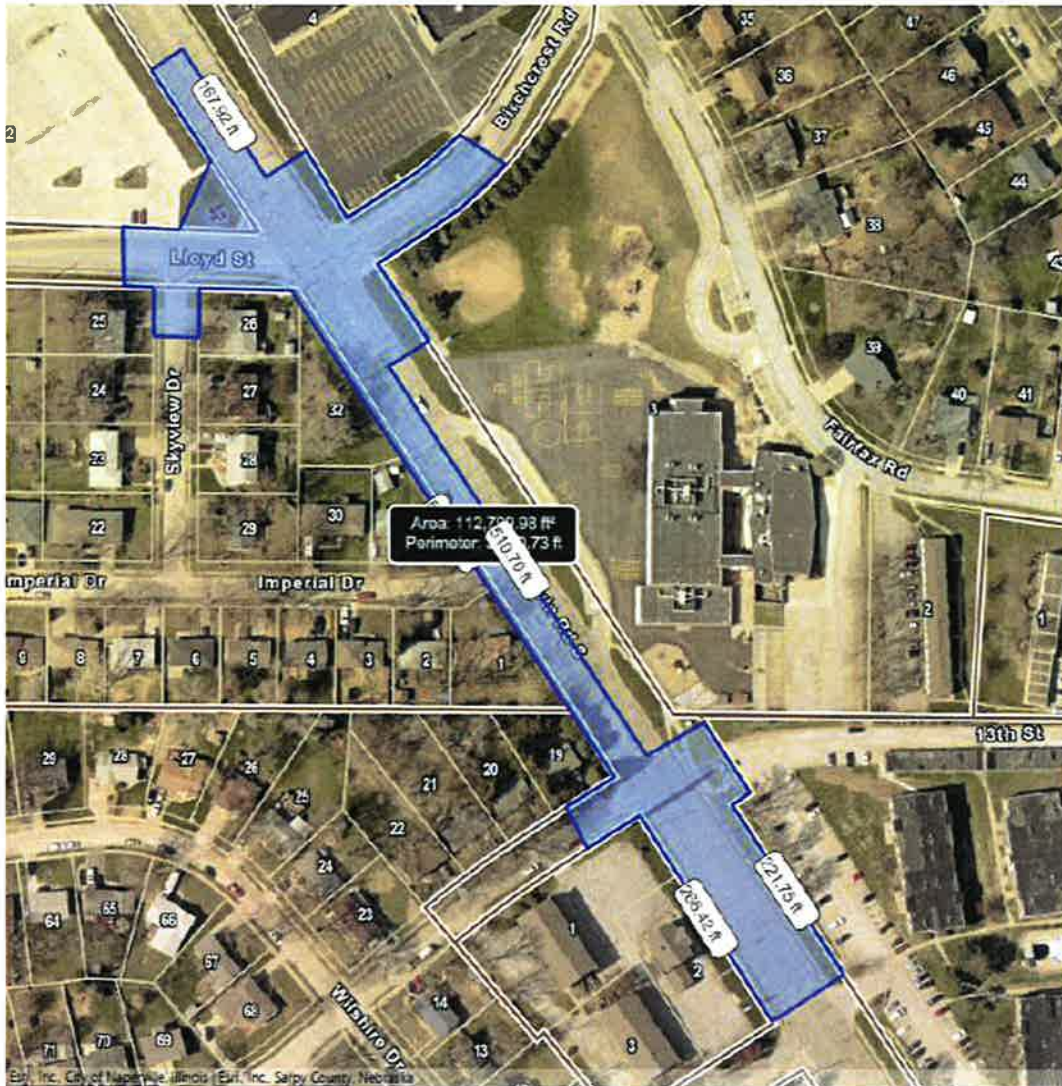


Cory Gross, P.L.S.
Vice President
Cory@RWmidwest.com
402-573-2205

Accepted by: _____
Name, Title Date

Of: _____

EXHIBIT A



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
01/18/2022

COUNCIL MEETING DATE: 01/18/2022		SUBMITTED BY: Doug Clark, Public Works Director		Dean Dunn, Manager of Engineering Services	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Storm Drainage Improvement Planning - Amendment No. 2

SYNOPSIS/BACKGROUND:

On April 20, 2021, the City Council approved and authorized the Mayor to sign an agreement in an amount not to exceed \$241,757.00 with Jacobs Engineering Group Inc. to perform professional engineering services to provide conceptual planning for the City of Bellevue's storm drainage improvement project. Amendment No. 1 was executed on 8/03/2021 resulting in an increase in the amount of \$80,066.00 to the original agreement. Amendment No. 2 is being issued in the amount of \$50,458.00 to include the additional services for emergency storm sewer system repair West of Galvin Rd/Harvell Drive, bringing the total project cost to \$372,281.00.

FISCAL IMPACT: \$372,281.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Jacobs Engineering Group Inc.	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Professional Engineering Services Agreement - Project				
CONTRACT EFFECTIVE DATE:	01/18/2022	CONTRACT TERM:	To project completion	CONTRACT END DATE:	
PROJECT NAME:	Storm Drainage Projects				
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED:	YES
CIP PROJECT NAME:	Drainage Improvements	CIP PROJECT NUMBER:	ST 21(7)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:	CIPST21(7)	ACCOUNT NUMBER:	7010		

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Amendment No. 2 between the City of Bellevue and Jacobs Engineering Group Inc. in an amount not to exceed \$50,458.00 for the Storm Drainage Projects.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Roberts

[Signature]

[Signature]



AMENDMENT NO. 02

THIS CHANGE ORDER IS ISSUED PURSUANT TO THE PROFESSIONAL SERVICES AGREEMENT DATED:

04/21/2021	, which is incorporated herein by this reference, with respect to
Storm Drainage Improvement Conceptual Plan (BPW-210206)	("PROJECT").

Specific Services:

This amendment describes the additional services to be rendered by Jacobs Engineering Group Inc. (JACOBS) to City of Bellevue, Nebraska (CLIENT) for the Storm Drainage Improvement Conceptual Plan project (PROJECT).

Scope of Services:

Refer to Attachment A-2 for the additional scope of services for this PROJECT.


Compensation:

Refer to Attachment B-2 for additional compensation to execute additional scope of services associated with this amendment.

Schedule:

The existing Agreement shall be amended to change the contract end date to March 31, 2022.

Services covered by this Amendment 02 will be performed in accordance with the Provisions of the original Professional Services Agreement, dated 04/21/2021 and any attachments or schedules. The Authorized Representatives designated below are authorized to act with respect to this Amendment.	
For CLIENT: City of Bellevue, NE	For Jacobs Engineering Group Inc.
Name:	Name: Douglas E. Simon
Address:	Address: 222 South 15 th Street, Ste. 1408-S
Telephone:	Telephone: 402.609.7511

Accepted for CLIENT by:	Accepted for Jacobs Engineering Group Inc. by:
Name:	Name: 
Title:	Title: Designated Manager
Date:	Date: January 7, 2022

Attachment A-2

SCOPE OF SERVICES

Amendment No. 2 – Storm Drainage Improvement Conceptual Plan

Jacobs Engineering Group Inc. (JACOBS) agrees to provide the City of Bellevue Public Works Department (CLIENT) services as outlined herein for a project generally described as Storm Drainage Improvement Conceptual Plan Project (PROJECT). The following services shall be provided as Amendment No. 2 to the Professional Services Agreement (AGREEMENT) dated April 20, 2021.

Project Understanding

This amendment includes additional tasks identified and requested by the CLIENT to be included in the PROJECT. The services include preparing a memorandum to compare full removal and replacement versus rehabilitation, developing minimum design criteria and technical specifications, contractor bid solicitation, and services during construction for the emergency repair of the storm sewer crossing Harvell Drive, west of Galvin Road. The Harvell Drive Storm Sewer in need of repair is a 72-inch diameter reinforced concrete pipe (162 linear feet) that transitions into a 90-inch-wide by 54-inch-tall concrete arched pipe (102 linear feet). It is assumed the asset will be repaired utilizing a fully structural geopolymer spray-applied pipe liner. Additional Task 1 project administration efforts are included.

The PROJECT will be amended to include the additional scope and budget items under existing Tasks 1 and an additional Task 7. The existing contracted scope of services shall remain in its entirety.

- Task 1 - Project Management
- Task 7 - Harvell Drive Storm Sewer Rehabilitation Emergency Design, Bid Solicitation and Services During Construction

ARTICLE 1 - Scope of Services

JACOBS shall provide professional services to the CLIENT as described in the following tasks.

Task 1: Project Management and Field Assessments

1.1 Project Administration

JACOBS will facilitate periodic progress meetings as needed and provide monthly progress reports and invoices in a format acceptable to the CLIENT. Quality Control (QC) efforts will be incorporated into the budget of individual tasks.

Task 1 Deliverables

Periodic progress meeting agendas and summaries, invoices, and status reports.

Task 7: Harvell Drive Storm Sewer Emergency Rehabilitation

7.1 Replacement/Rehabilitate Comparison

Review recent CCTV information gathered on the Harvell Drive Storm Sewer storm sewer beneath Harvell Drive near the intersection of Galvin Road. JACOBS will identify rehabilitation technologies or full replacement options that may be required for the repair of the deteriorating 72-inch diameter storm sewer and prepare a comparison memorandum of technologies and conceptual budgets for consideration.

Task 7.1 Deliverables

- Harvell Storm Sewer Replacement/Rehabilitation Comparison Memorandum

7.2 Sewer Rehabilitation Design

JACOBS will review past information gathered on the storm sewer, such as as-builts and CCTV data, and identify data that might be needed to refine rehabilitation technologies outlined in the comparison memorandum. JACOBS will prepare minimum design criteria and technical specifications that will allow for the emergency solicitation of contractors to prepare competitive bids to perform geopolymer rehabilitation of the Harvell storm sewer beneath Harvell Drive from the upstream end approximately 265 linear feet downstream. Design considerations and technical specifications will account for the following:

- a. Review of as-builts and existing inspection data (CCTV), ground water elevations, depth of cover and hydraulic needs
- b. Pipe void review and define the necessary repair needs
- c. Sewer tap review and define the necessary repair needs
- d. Structural review of pipe and establishing the geopolymer thickness requirements for full structural repair
- e. Upstream flared end section review and define repair needs
- f. Temperature limitations will be established for cold-weather construction
- g. Flow handling mitigation requirements will be established

JACOBS will prepare an opinion of probable construction cost (OPCC) for the rehabilitation method.

Task 7.2 Deliverables

- Minimum Design Details/Drawings for emergency bid solicitation (30% design maximum)
- Technical Rehabilitation Specifications and Requirements
- Bid Form
- OPCC

7.3 Contractor Bid Solicitation

JACOBS will prepare a letter request for the solicitation of bids from a minimum of two (2) contractors qualified to perform geopolymer rehabilitation. Contractor solicitation will be made on behalf of the CLIENT.

JACOBS will provide the following services.

- a. Solicit interest from a familiar network of vendors,
- b. Address questions during solicitation period,
- c. Review of contractor bids for conformance and provide written recommendation regarding the award of construction contract.

Task 7.3 Deliverables

- Letter of Interest
- One (1) digital (PDF) of conformance and recommendation for award letter

7.4 Services During Construction

JACOBS will provide one full-time resident project representative (RPR) to provide construction oversight (40 hours per week) for a period of four (4) weeks. RPR will provide daily field observation reports to document daily construction activities during the preparation, application, and cleanup of the geopolymer rehabilitation of the storm sewer. JACOBS will respond to Requests for Information (RFI's) during construction, review submittals, recommend approvals for Work Change Directives, Change Proposal Requests, and Change Orders, and assist with contractor payment application review and approval. JACOBS will coordinate, as appropriate, with the CLIENT and issue responses to the Construction Contractor.

Task 7.4 Deliverables

- Daily Field Observation Reports

ASSUMPTIONS

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, JACOBS has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by

operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, JACOBS makes no warranty that the CLIENT's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from JACOB's opinions, analyses, projections, or estimates.

For the PROJECT, RPR services were assumed to be 4 weeks which is the anticipated construction period. JACOBS scope is based upon the schedule or duration of construction defined in these assumptions.

JACOBS will not be responsible for the means, methods, techniques, sequences or procedures of the Construction Contractor, nor shall JACOBS be responsible for the Construction Contractor's failure to perform in accordance with the contract documents.

Recommendations by JACOBS to the CLIENT for payment will be based upon JACOBS knowledge, information, and belief from its onsite observations of the work that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made JACOBS to ascertain that the Construction Contractor has completed the work in exact accordance with the construction contract documents; that JACOBS has made an examination to ascertain how or for what purpose the Construction Contractor has used the moneys paid; and that title to any of the work, materials or equipment has passed to the CLIENT free and clear of liens, claims, security interests, or encumbrances.

ARTICLE 2 - Schedule

The existing Agreement shall be amended to change the contract end date to March 31, 2022.

ARTICLE 3 - Compensation

Compensation by CLIENT to JACOBS for the proposed services for Amendment No. 2 described above will be as described in Attachment B-2.

Attachment B-2

COMPENSATION

Amendment No. 2 - Storm Drainage Improvement Conceptual Plan

Compensation by City of Bellevue (CLIENT) to Jacobs Engineering Group Inc. (JACOBS) for the proposed services described in Attachment A-2, Scope of Services for Amendment No. 2 – Storm Drainage Improvement Conceptual Plan will be as follows:

A. COST REIMBURSABLE-MULTIPLIER (TIME AND EXPENSE)

For services enumerated in the Scope of Services above, JACOBS Raw Labor Costs multiplied by a factor of 3.0, plus Direct Expenses, plus a service charge of 5 percent of subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

B. BUDGET

The maximum cost for this Amendment No. 2, as defined by services described in the Scope of Services outlined in Attachment A-2 is Fifty Thousand, Four Hundred Fifty-Eight dollars (\$50,458), which will be billed on a time and materials basis. Bringing the total contract not to exceed value from Three hundred Twenty-One Thousand, Eight Hundred Twenty-Three dollars (\$321,823) to Three Hundred Seventy-Two Thousand, Two Hundred Eighty-One dollars (\$372,281). JACOBS may utilize the compensation between individual tasks requested by the CLIENT but shall not exceed the maximum amount of \$372,281 unless approved in writing by the CLIENT through a contract amendment to this agreement.

JACOBS is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CLIENT obligated to pay JACOBS beyond these limits. When budget has been increased, JACOBS excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

C. DIRECT EXPENSES

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation and equipment and supplies; (2) JACOBS current standard rate charges for direct use of JACOBS vehicles, laboratory test and analysis, and certain field equipment; and (3) JACOBS standard project charges for computing systems, and special health and safety requirements of OSHA.

Compensation by CLIENT to JACOBS will be for professional services provided on a “time and materials” basis on hourly rates for all labor and direct costs. A summary of labor hours per task related to the Amendment 2 Services and JACOBS’s standard hourly billing rates is included in Table 1 below.

Table 1

Schedule of Hourly Rates, 2022*

Amendment No. 2 - Harvell Drive Sewer Emergency Repair

Staff Name	Role	Hourly Rate	Task 1 Hours	Task 7 Hours	Total		
Nick Sutko	Project Manager	\$210.75	2	11	11		
Matthew Tooley	QC Manager/Stream Lead	\$202.52	0	3.25	3.25		
Julie McNiff	Rehab Design Lead	\$229.02	0	25.5	25.5		
Noma Borde	Engineer / CAD	\$161.34	0	11	11		
Harold Leindecker	Structural Engineer	\$274.50	0	8	8		
Stephen Lindsey	Renewal Specialist	\$271.47	0	16	16		
Kent Bienlien	Construction Manager	\$245.58	0	16	16		
Steve Noland	Resident Project Representative	\$101.88	0	160	160		
Sean Sieler	Design Engineer	\$143.31	0	18	18		
Michael Peterson	HSSE	\$221.16	2	0	0		
Total Labor Hours			4.00	268.75	272.75		
Total Labor Costs		\$	864	\$	39,794	\$	40,658
Expenses		\$	-	\$	9,800	\$	9,800
Total Costs		\$	864	\$	49,594	\$	50,458

*Note: Hourly billing rates apply to all "Time and Materials" contracts, effective January 1, 2022. Labor rates are based on a 3.0 Raw Labor Cost Multiplier and may deviate from the values listed in the table based on individuals actually performing the work and their actual raw labor rate at the time the services are performed.

Mileage Rate	Current IRS audit rate at time of service
Other related consumable supplies (field equipment and supplies, etc.)	Actual
Postage, freight	Actual
Travel costs (airfare, hotel, care rental, meals, etc.)	Actual
Subcontractors and Outside Services	Actual + 5 percent

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16h.
01/18/2022

COUNCIL MEETING DATE: 01/18/2022		SUBMITTED BY: Public Works	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Engineering and design for wastewater system in American Heroes Park and Haworth Park

SYNOPSIS/BACKGROUND:

American Heroes Park and Haworth Park are a planned development for the eastern portion of the City of Bellevue. Both parks to be fully developed and utilized as designed require the creation of restroom facilities. Haworth park is being developed into a collegiate sports facility with showers, locker room, concessions and parking. American Heroes park is being developed as a regional park and is used annually for the City of Bellevue's Rock the River Festival. Current neighter location has an operational wastewater system. Without a wasterwater system these two parks cannot reach their full potential for recreation or economic development.

FISCAL IMPACT: \$91,700 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO None

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Contract for Services Engineering and Design

CONTRACT EFFECTIVE DATE: 09/21/2021 CONTRACT TERM: 9 months CONTRACT END DATE: 06/30/2022

PROJECT NAME: American Heroes Plan Master Plan

START DATE: 09/21/2021 END DATE: 06/30/2022 PAYMENT DATE: 06/30/2022 INSURANCE REQUIRED: NO

CIP PROJECT NAME: AHP Restrooms CIP PROJECT NUMBER: PK 22(5)

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

It is recommended that the additional costs associated with this contract be approved. The City of Bellevue and Bellevue Univeristy are scheduled to begin development of Haworth Park in the spring of 2022. A new wastewater system will be required to support development of shower, restroom and consessions in both parks.

ATTACHMENTS:

- | | | |
|--|----|----|
| 1. Amendment to Wastewater Collection System | 2. | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bree Bolton

[Signature]

[Signature]

EXHIBIT A
SCOPE OF SERVICES

PART 1.0 PROJECT DESCRIPTION:

The City of Bellevue plans to proceed with the final design and construction of the Haworth Park sanitary sewer collection system. The improvements consist of a pressure collection system, lift stations, and a section of gravity sewer as detailed in the Technical Memorandum dated January 4, 2022. The scope of work does not include the design of the lift stations for the American Heroes Park event lawn, play area, or picnic area restrooms or the associated force mains.

The scope of work is for the final design and bidding services for the Haworth Park Sanitary Sewer Collection System. The scope and fee for Task 300 of the original agreement will be incorporated into Task 300 below.

Key Understandings:

1. All travel will be in proximity to the City of Bellevue, Nebraska.
2. All meetings and presentations will be at the City's offices or on site.
3. The design flows will be based on the Technical Memorandum and the additional flows provided by the City.
4. The Project includes four package lift stations, one standard lift station, force mains, and a gravity sewer.
5. The design firm for the Bellevue University improvements will provide the final grading plan and final building plans including finished floor elevations. The site plans will be provided in CAD format. The sewer service connection will be located 5 FT from the face of the building. The site design will incorporate the proposed gravity sewer including manholes.
6. City personnel will provide the connection information and locations for the existing concession stand, campground, caretaker restroom, and bridge restroom.
7. City personnel will coordinate the bridge and campground connections.
8. City personnel will provide record drawing information on the existing BNSF crossing.
9. The plans will use available Lidar and survey data.
10. The project will utilize the wetlands delineation completed in 2017 as part of the east pump station project. Additional wetland delineation is not included in the scope of work.
11. The scope of work does not include easement acquisition services.
12. The geotechnical investigation will be completed by Terracon as a subconsultant.
13. The City will pay for all fees for permits.
14. The central lift station design will be similar to previously completed City of Bellevue lift station designs.
15. The City will arrange and pay for electrical service to the lift stations.

16. The plans, specifications, and design report will be submitted to the Nebraska Department of Environment and Energy for review.
17. ENGINEER will use HDR CADD standards and HDR master specifications for the development of the construction documents.
18. Plans will be provided in PDF format compatible with Adobe Acrobat. Opinions of probable construction costs will be provided in EXCEL format.
19. Construction phase services are not included in this scope of work.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK SERIES 120 – PROJECT MANAGEMENT – FINAL DESIGN

Objective: Provide management activities over the Project duration including planning, organizing and monitoring Project team activities; and overall project management. Hold a Project kick-off meeting to establish project goals.

- HDR Activities** **121 – Project Management**
- Resource management and allocation based on Project schedules and activities.
 - Budget and invoice management.
 - Utility coordination.

- 122 – Kickoff Meeting**
- Assemble available project data.
 - Establish design parameters.
 - Develop list of required design information required from the City.
 - Attend one meeting on site with City personnel to review list of required information, address the routing of the sanitary sewer, and lift station connections.
 - Summarize and distribute meeting notes.

TASK SERIES 300 – DEVELOPMENT OF FINAL DOCUMENTS AND REGULATORY REVIEW

Objective: Preparation of the plans and specifications to the 100% level of completion and obtain regulatory approval.

- HDR Activities** **310 – Geotechnical Investigation**
- Complete the geotechnical investigation for the main lift station.
 - Complete the geotechnical report.

- 320 – Development of Draft Plans and Specifications**
- Complete the basis of design report.

- Develop plans and specifications to 60 percent level of completion. Plans are expected to include:
 - Cover sheet
 - Quantities and notes sheet
 - Horizontal and vertical control sheet
 - Staging area and construction access sheet
 - Plan/profile sheets
 - Detail sheets including connections for the smaller stations
 - Lift stations detail sheets
 - SWPPP sheets
- Develop lift station site plans, wet well design, pump selection, electrical design, and structural design.
- Develop wet well connections.
- Develop recommendations for controls and SCADA.
- Perform quality control review of documents prior to submittal.
- Prepare preliminary opinion of probable construction cost.

330 – Utility Coordination

- Provide plans to the utility companies and request information on existing infrastructure.
- Follow up on existing infrastructure
- Incorporate information into the plans.

340 – Submittal and Review Meeting

- Submit two sets of plans and specifications to the City for review.
- Attend one plan review meeting on site.
- Summarize and distribute the 60% review meeting minutes.

350 – Develop Plans and Specifications to 95%

- Incorporate review comments from 60% review meeting.
- Develop plans and specifications to 95% level of completion.
- Develop storm water pollution prevention plan (SWPPP).
- Develop and finalize technical specifications.
- Prepare bid form and complete front-end documents.
- Perform quality control review of documents prior to submittal.
- Update opinion of probable construction cost.

360 – Submittal and Review Meeting

- Submit two sets of plans and specifications to the City for review.
- Attend one plan review meeting at City offices.
- Summarize and distribute meeting notes.

370 – Permit Submittals

- Incorporate City review comments.
- Submit three sets of plans and specifications to Nebraska Department of Environment and Energy for review and approval.
- Prepare the storm water permit application for OWNER execution.
- Initiate project on NDEE website for NPDES permit.
- Complete the application to modify the BNSF crossing.
- Complete the Preconstruction Notification (PCN) to address the wetland impacts including coordination with the USACE.
- Receive review comments.
- Incorporate review comments and finalize plans and specifications to 100 percent level of completion.

380 – Bid Phase Services

- Provide the notice to bidders to City for publication.
- Provide plans and specifications in electronic format to the City.
- Respond to RFI's.
- Conduct one pre-bid meeting and prepare meeting notes.
- Issue up to two addenda.
- Attend bid opening and tabulate bids.
- Prepare letter of recommendation.

Deliverables:

60 percent contract documents for review.
95 percent contract documents for review.
100 percent contract documents.
NDEE submittal.
NDEE NPDES permit application.
BNSF permit modification application
Preconstruction Notification.
Pre-bid meeting notes and addenda.
Letter of Recommendation.

PART 3.0 AUTHORIZATION

OWNER will provide written authorization for the work. Work will not proceed without authorization.

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

1. Payment of all permit fees.
2. Timely review of submitted documents – estimated two weeks.

PART 5.0 PERIODS OF SERVICE:

Notice to Proceed	January 19, 2022
60 Percent submittal	February 11, 2022
95 Percent submittal	March 11, 2022
NDEE submittal	March 25, 2022
Notice to Bidders	April 15, 2022
Construction	June 2022 – March 2023

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/18/2022		SUBMITTED BY: Jim Ristow, City Administrator		Doug Clark, Public Works Director	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Purchase 2206 Longo Drive, Legal - Lot 2, 3 & 7-9 Harvell Plaza, 3rd Addition, Bellevue, NE 68005

SYNOPSIS/BACKGROUND:

In January 2019, the City Council rejected the purchase of land and erecting a 55,000 SF Library in western Bellevue due to sheer cost and abandonment of a segment of our community that has a higher need for the Library. The project team shifted focus to a renovation of the current site and found that remodeling costs and temporary relocation exceeded 5.5 million in the Spring of 2020. A third alternative was sought and the opportunity to purchase and renovate 2206 Lngo Dr. was fiscally solid. The building sits on 6.05 AC with a gross building size of 57,181 SF with 19,843 SF available and unleased. Gross income is approximately \$484k and supporting expense is \$200k producing a positive cash flow of \$248k annually. The city would utilize 17,317 SF for public use and 2,526 SF for office and storage. Adidiional spcae for our use will be available in Phase 2 of the project which will occur in 2023.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the Purchase Agreement between the City of Bellevue and Longo Drive LLC for the sale of 2206 Long Dr and authorize payment to Ambassador Title Services, 331 Village Point Plz, Suite 102, Omaha, 68118 in the amount of \$3,450,000. The City of Bellevue will consider various financing options including issuing bonds.

ATTACHMENTS:

1. <input type="text" value="Purchase Agreement"/>	2. <input type="text" value="Appraisal"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



CBRE VALUATION & ADVISORY SERVICES

APPRAISAL REPORT

BELLEVUE PROFESSIONAL BUILDING
2206 LONGO DRIVE
BELLEVUE, NEBRASKA 68005
CBRE FILE NO. 21-164MW-11411-1

CLIENT: CITY OF BELLEVUE

CBRE



11213 Davenport Street
Omaha, NE 68154

T (402) 697-5860
F (402) 697-5859

www.cbre.com

Date of Report: January 12, 2022

Mr. Jim Ristow
City Administrator
CITY OF BELLEVUE
1500 Wall Street
Bellevue, Nebraska 68005

RE: Appraisal of: Bellevue Professional Building
2206 Longo Drive
Bellevue, Sarpy County, Nebraska 68005
CBRE, Inc. File No. 21-164MW-11411-1

Dear Mr. Ristow:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a 50,835-square foot, two-story, suburban office building located at 2206 Longo Drive in Bellevue, Nebraska. The improvements were constructed in 1998 and are situated on a 6.05-acre site. The subject's notable tenants are US Department of Veterans Affairs, Bellevue Family Practice and Leidos, Inc.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is	Leased Fee Interest	December 30, 2021	\$3,540,000
Compiled by CBRE			

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP),

Mr. Jim Ristow
January 12, 2022
Page 2

and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Scott Mausbach, MAI
Vice President
Certified General Real Property Appraiser
State of Nebraska No. CG2014019R
Phone: (402) 504-1406
Fax: (402) 697-5859
Email: scott.mausbach@cbre.com



Megan Kathol
Senior Valuation Associate
Trainee Real Property Appraiser
State of Nebraska No. T2014022
Phone: (402) 557-6018
Fax: (402) 697-5859
Email: megan.kathol@cbre.com

CBRE

Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Nebraska.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Scott Mausbach, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
10. Scott Mausbach, MAI and Megan Kathol have made a personal inspection of the property that is the subject of this report.
11. Justin Hodge provided significant real property appraisal assistance to the persons signing this report. Mr. Hodge assisted in report writing and market analysis.
12. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
13. Scott Mausbach, MAI has not and Megan Kathol has not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.



Scott Mausbach, MAI
Certified General Real Property Appraiser



Megan Kathol
Senior Valuation Associate

Subject Photographs



Aerial View

PURCHASE AGREEMENT

(This is a legally binding contract. If not understood, seek legal advice)

Date: January __, 2022.

The undersigned Buyer, (whether one or more) agrees to purchase the Property described as follows:

1. **Address:** 2206 Longo Drive Bellevue, NE 68005
2. **Legal Description:** Lots 2, 3 & 7-9 Harvell Plaza 3rd Addition, including all fixtures and equipment permanently attached to the Property.
3. **Personal Property:** The only personal property included is as follows: None
4. **Conveyance:** Seller represents that they have good, valid and marketable title, in fee simple, and agrees to convey title to Property to Buyer or his nominee by warranty deed free and clear of all liens, encumbrances or special taxes levied or assessed, except none, subject to all building and use restrictions, utility easements not exceeding ten (10) feet in width abutting the boundary of the Property, and covenants now of record.
5. **Assessments:** Seller agrees to pay any assessments for public improvements previously constructed, or ordered or required to be constructed by the public authority, prior to the effective date of this agreement, but not yet assessed. Seller is not aware of any public improvements ordered or required to be constructed but not yet constructed.
6. **Purchase Price:** Buyer agrees to pay Three Million Four Hundred Sixty Thousand and 00/100 Dollars (\$ 3,460,000.00) on the following terms: \$ 10,000.00 (Deposit) to be made payable to (Ambassador Title Services) Title & Escrow Company and deposited forthwith as evidenced in Section entitled "Receipt". Such Deposit shall consist of good United States funds and shall be deposited within Three (3) business days of a fully executed Purchase Agreement. In the event the Deposit is not deposited within the aforementioned time frame or if the Deposit does not consist of good United States funds, then Seller shall have the ability to terminate this Purchase Agreement. In the event the Buyer cancels this agreement, in writing, before the end of the time period specified in Section 15, below, the Deposit will be returned to the Buyer. In the event this offer is not accepted by the Seller within the time specified in Section 25, the Deposit shall not be submitted to Escrow Agent.

The balance of the Purchase Price shall be paid only as shown in the following paragraph: Seven (7)

7.	All Cash: The balance of <u>\$3,450,000.00</u> shall be paid in cash, or certified, or cashier's check at the time of delivery of deed, adjusted as provided herein.
8.	Conditional Upon Financing: Intentionally Deleted.
9.	Assume Existing Note, Mortgage (or) Deed of Trust: Intentionally Deleted.
10.	Seller Financing: Intentionally Deleted.

11. **Taxes:** General real estate taxes that become delinquent in the year Closing occurs shall be treated as current taxes and shall be prorated as of the date of Closing.

12. **Rents, Deposit and Leases, if Rented:** Any tenant deposits and leases shall be assigned to Buyer at no cost. All collected rents shall be prorated to date of closing. Copies of all current leases and any amendments, modifications or new leases shall be provided to Buyer at the time of full execution of this Purchase Agreement, during the due diligence period and at Closing. Seller shall indemnify and hold Buyer harmless for any and all tenant claims, suits or actions, judgments, liability and costs and expenses that arise before closing.

13. **Survey:** Upon execution of this Agreement, Seller shall provide copies of any and all surveys in Seller's possession. Buyer may, at Buyer's sole cost and expense, obtain an ALTA/ACSM current Survey of the Property, prepared and certified by a registered land surveyor, showing (1) all existing lines, storm sewers, sanitary sewers and easements on or affecting the Property, (2) the total amount of square footage and Usable Square Footage, and (3) the boundaries and legal description of the Property. Such survey shall be in a form sufficient to induce the Title Company to delete all standard and printed exceptions contained in the Title Commitment described in Section 15 of this Agreement. Usable Square Footage shall be the total square feet of the Property exclusive of roads, right-of-way's, or other areas subject to easements or restrictions and building setbacks. The Survey must reflect that there are no easements or other matters which would prevent or interfere with Buyer's use, development and improvement of the Property for its intended use. If such Survey reflects unacceptable easements or other types of encroachments, Buyer shall notify Seller in writing. If Seller does not remedy said matters within 30 days after receipt of notice then Buyer at its sole

discretion may as its sole remedy (a) complete the purchase of the Property or (b) declare this Agreement null and void and the Deposit shall be returned to Buyer.

14. Inspection Period: Buyer has had the opportunity to perform or to have performed a diligent inspection of the Property, all improvements thereon and all related systems including structural, HVAC, roofing, electrical and mechanical. Buyer has had the opportunity to determine to Buyer's sole satisfaction that the Property is suitable for Buyer's purposes, is properly zoned, adequate ingress and egress are available for Buyer's purposes. Seller has provided access to the Property to Buyer and Buyer's agents, contractors, inspectors, and representatives.

Buyer has delivered to Seller in writing a notice that the results of the various inspections, determinations and document reviews were unsatisfactory insofar as the roof of the property needs repaired. The parties have agreed to reduce the purchase price by \$40,000.00 to account for said issue and the Buyer will be responsible for repairing the roof in its sole discretion.

15. Conveyance of Title: Seller shall furnish a current title insurance commitment (the "Title Commitment") to Buyer within ten (10) days after the execution of the Purchase Agreement. If title defects are found, Seller must cure them within a reasonable time, or if the Seller is unable to, the contract will be voided and the deposit returned to Buyer. If title defects are not cured within a reasonable time period, the Buyer may rescind this Agreement and the Deposit shall be refunded. Should the projected sale proceeds be sufficient, defects curable monetarily will be cured at the time of closing. Approximate closing date to be no later than January 31, 2022 unless mutually agreed to extend by both parties in writing. Possession shall be delivered at closing. Furthermore, Buyer and Seller acknowledge and understand that the day of Closing shall benefit Seller in regards to tax proration and rental income. Time is of the essence. The cost of an Owners title insurance policy shall be equally divided between Buyer and Seller.

16. Escrow Closing: Buyer and Seller acknowledge and understand that the closing of the sale shall be managed by Ambassador Title Services, Escrow Agent. Escrow Agent's charge for the escrow closing shall be equally divided between Buyer and Seller.

17. State Documentary Tax: Seller shall pay The State Documentary Tax on the deed.

18. Insurance: Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property are damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement, and Seller shall then refund the Deposit to Buyer. Buyer agrees to provide his own hazard insurance.

19. Smoke Detector: Seller agrees to install, at Sellers expense, smoke detectors as required by law.

20. Condition of Property: THE PROPERTY IS BEING SOLD IN AN "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" AS OF THE DATE OF THIS AGREEMENT AND OF CLOSING. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENTS EXECUTED AT CLOSING, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY PARTNER, MEMBER, OFFICER, PERSON, FIRM, AGENT, ATTORNEY OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO (I) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY; (II) THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, REGULATIONS OR ORDINANCES (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ZONING, BUILDING OR DEVELOPMENT CODES); (III) THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PROPERTY; (IV) ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, STATE OF REPAIR, COMPLIANCE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; OR (V) WHETHER THE PROPERTY CONTAINS ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME. THE PARTIES AGREE THAT ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THEM OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES ARE MERGED IN THIS AGREEMENT, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THAT THIS AGREEMENT HAS BEEN ENTERED INTO WITH THE PARTIES SATISFIED WITH THE OPPORTUNITY AFFORDED FOR FULL INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT.

Seller agrees to maintain all buildings and ground systems including structural, HVAC, roofing, electrical, mechanical and irrigation and any built-in appliances in working condition until delivery of possession. Buyer reserves the right to inspect the Property within 24 hours of closing to assess compliance with this provision. If Buyer delivers to Seller in writing a notice that the results of the inspection in Buyer's sole discretion are unsatisfactory and Seller has failed to maintain the property such that there has been a material change in the condition of the property, this agreement shall be null and void, the Deposit hereunder promptly returned to Buyer and neither party shall have any further obligation to the other party.

21. **Offer Expiration:** This offer to purchase is subject to acceptance by Buyer on or before January 19, 2022, at 5:00 P.M.

22. **Agency:** The Broker(s) involved in this transaction are:

Grace Newton of Seldin LLC dba OMNE Partners is Agent for Seller.
Colm Breathnach Sage Capital Investments is Agent for Buyer.

23. Broker Compensation:

Buyer and Seller acknowledge that Seldin LLC dba OMNE Partners is being paid a fee by Seller equal to 5.0% and this fee will be apportioned evenly by the Agents for the Buyer and Seller.

**BUYER: The City of Bellevue, Nebraska
a Nebraska municipal corporation**

By: _____
Mayor, Rusty Hike

Attest: _____
City Clerk, Susan Kluthe

.....

PURCHASE AGREEMENT ACCEPTANCE

The Seller accepts the foregoing proposition on the terms stated and agrees to convey title to the property, deliver possession, and perform all the terms and conditions set forth, and acknowledges receipt of an executed copy of this agreement.

Seller: LONGO DRIVE LLC, a Colorado Limited Liability Company

By: _____
Name/Title

Date: _____

RECEIPT:

RECEIVED FROM: _____ Dollars (\$ _____) made payable to ***Ambassador Title Services, LLC***, Escrow Agent, to apply to the purchase price of the Property on terms and conditions as stated. This receipt is not an acceptance of the above offer to purchase.

**Ambassador Title Services
331 Village Pointe Plaza, Suite 102
Omaha, NE 68118**

By: _____
Title: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 01/18/2022	SUBMITTED BY: City Administrator	Public Works
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Approve the Interlocal Agreement for the Expansion of the Unified SSWS and Amendment to the Agency's Jurisdiction with Bellevue's Extraterritorial Jurisdiction.

SYNOPSIS/BACKGROUND:

The City of Bellevue desires to enter into an interlocal agreement that amends the Agency's jurisdictions, discusses items related to an expanded force main to serve those areas, and discusses expenses costs and reimbursements for the same. No funds exchanged at this time, the City (through PW Director) will review the lowest bid and have an opportunity to review and approve the same prior approval, no funding anticipated for this budget cycle and reimbursements will be made as outlined in the Interlocal.

FISCAL IMPACT: up to \$2million 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: Interlocal Agreement

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the Interlocal.

ATTACHMENTS:

- Interlocal and attachments
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robinson

[Signature]

[Signature]

**INTERLOCAL AGREEMENT FOR THE EXPANSION OF THE UNIFIED SSWS
AND AMENDMENT TO THE AGENCY’S JURISDICTION WITHIN BELLEVUE’S
EXTRATERRITORIAL JURISDICTION**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made by and between the Sarpy County and Cities Wastewater Agency (the “Agency”) and the City of Bellevue, Nebraska (“Bellevue”). Capitalized terms used herein shall have the same meaning as defined in the Formation Interlocal (as defined below), unless otherwise specified herein.

WHEREAS, the County and the Cities are political subdivisions, duly created and validly existing under the laws of the State of Nebraska;

WHEREAS, the Agency was created as a separate body corporate and politic by the County and the Cities pursuant to the Interlocal Agreement Creating the Sarpy County and Cities Wastewater Agency dated September 19, 2017 (as amended, the “Formation Interlocal”), by the authority granted under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801, et seq. (the “Act”);

WHEREAS, pursuant to Sections V(A)(11) and VII of the Formation Interlocal, the Agency, with the approval of the Agency Board and the affected Agency Member(s), has the power and authority to establish the area over which the Agency has sole jurisdiction to authorize, design, construct, and control the Unified SSWS to the exclusion of all other sewer systems (the “Agency’s Jurisdiction”);

WHEREAS, pursuant to Agency Resolution No. 2020-013, the Agency adopted and approved the Agency’s Growth Management Plan and Implementing Policies and Procedures applicable to the Agency’s Jurisdiction (collectively, as amended from time to time, the “Growth Management Plan”). Each of the Agency Members subsequently approved the Growth Management Plan in accordance with said Resolution;

WHEREAS, pursuant to Agency Resolution No. 2020-014, the Agency adopted and approved the Agency’s Sewer User Rates and Connection Fees Schedule and Related Policies and Procedures applicable to the Agency’s Jurisdiction (collectively, as amended from time to time, the “Agency Rates/Fees Schedule”). Each of the Agency Members subsequently approved the Agency Rates/Fees Schedule in accordance with said Resolution;

WHEREAS, pursuant to Section VII(A) of the Formation Interlocal, in no event, however, will the Agency have jurisdiction over each Member’s individual corporate limits, extra-territorial zoning jurisdiction, designated wastewater service area, or areas that lie within a Member’s “area of future growth and development” under maps adopted under the County Industrial Sewer Construction Act unless the individual governing body of each Member having any jurisdiction within such areas approves of such areas being within the Agency’s Jurisdiction;

WHEREAS, pursuant to Agency Resolution No. 2019-004, the Agency approved and established the Agency’s Jurisdiction over the area depicted as the “Service Area” on the map attached hereto as **Exhibit A**, subject to (a) the terms of the Gretna Sewer Interlocal (as defined

in said Resolution), and (b) the terms of the Springfield Sewer Interlocal (as defined in said Resolution). The individual governing bodies of the Members subsequently approved the Agency's Jurisdiction in accordance with the Formation Interlocal;

WHEREAS, pursuant to that certain Interlocal Agreement for the Operation of Bellevue Sewer Services Located Within the Agency's Jurisdiction by and between the Agency and Bellevue dated May 26, 2021 (the "Bellevue Sewer Interlocal"), Bellevue approved the location of and the Agency's rights to the portion of the force main that connects the Unified SSWS to the Papillion Creek Water Resource Recovery Facility that is located within Bellevue's extraterritorial zoning jurisdiction (such portion, the "Force Main Infrastructure"). The approximate location of the Force Main Infrastructure is anticipated to be located within the corridor shown on the preliminary alignment schematic attached hereto as **Exhibit B**;

WHEREAS, Bellevue desires to add an additional 3,968.9 acres of land currently within Bellevue's extraterritorial zoning jurisdiction (such additional land, the "Bellevue Expansion Area") to the Agency's Jurisdiction and to designate certain portions of such land as either "UDZ" or "URZ" under the Growth Management Plan. The Bellevue Expansion Area is depicted on **Exhibit C** attached hereto and incorporated herein by this reference;

WHEREAS, in order for the Unified SSWS to serve the Bellevue Expansion Area, the Force Main Infrastructure must be designed and constructed to a size sufficient to serve the anticipated wastewater flows generated from sewer users within the Bellevue Expansion Area (such expanded infrastructure, the "Expanded Force Main Infrastructure"), and to amend the Agency's Jurisdiction and Growth Zones map under the Growth Management Plan to include the Bellevue Expansion Area. The Expanded Force Main Infrastructure will generally fall within the same corridor as the Force Main Infrastructure shown on **Exhibit B** attached hereto;

WHEREAS, subject to the terms of this Agreement, Bellevue agrees to pay for the design and construction costs and expenses for the Expanded Force Main Infrastructure and the Agency agrees to reimburse Bellevue for such costs and expenses;

WHEREAS, subject to the terms of this Agreement, the parties agree to amend the Agency's Jurisdiction to include the Bellevue Expansion Area within the Agency's Jurisdiction, to amend the Growth Management Plan to designate certain portions of the Bellevue Expansion Area as either "UDZ" or "URZ", and to set forth the process for designing, constructing and paying for the Expanded Force Main Infrastructure;

WHEREAS, subject to the terms of this Agreement, Bellevue also agrees to and approves the proposed location of the Expanded Force Main Infrastructure as shown on **Exhibit B** attached hereto and the Agency's right and authority to acquire real property and other land rights as further described herein;

WHEREAS, as of the effective date of this Agreement, the Agency has already advanced and paid for a significant portion of the design for the Force Main Infrastructure without accounting for the Expanded Force Main Infrastructure, but in the interest of timely and efficient delivery of Phase 1A of the Unified SSWS and in lieu of re-designing the Force Main

Infrastructure to include the Expanded Force Main Infrastructure, subject to the terms of this Agreement, the parties desire to design the Expanded Force Main Infrastructure separately and to provide for the manner and method for the payment and reimbursement of the design and construction costs and expenses for the same; and

WHEREAS, the parties hereto have determined that it is in their respective best interests to enter into this Agreement.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **Amendment to Agency’s Jurisdiction and Growth Management Plan.**

(a) **Amended Agency’s Jurisdiction.** Effective as of the date when (1) the parties agree on the actual Expanded Force Main Costs as shown on the bid tabulation by the apparent low bidder pursuant to Section 2(b) below, and (2) Bellevue provides to the Agency written evidence reasonably satisfactory to the Agency that Bellevue has paid for all of the costs and expenses for the design of the Expanded Force Main Infrastructure (such date, the “**Bellevue Payment Date**”) and pursuant to Section VII of the Formation Interlocal, the Bellevue Expansion Area shall be incorporated within and subject to the Agency’s Jurisdiction. The governing body of the City of Bellevue hereby acknowledges, approves and agrees (i) to the inclusion of the Bellevue Expansion Area into the Agency’s Jurisdiction in accordance with this Agreement; (ii) all land development and sewer service within the Bellevue Expansion Area shall be subject to the Agency’s Jurisdiction; and (iii) that, pursuant to Section VII(B) of the Formation Interlocal, the Agency shall have sole sewer jurisdiction over the Agency’s Jurisdiction (including the Bellevue Expansion Area) to the exclusion of all other sewer systems within the Agency’s Jurisdiction (including the Bellevue Expansion Area) unless such other systems within the Bellevue Expansion Area are otherwise allowed pursuant to the Formation Interlocal, pursuant to law, or by written agreement of the Agency. The Agency’s Jurisdiction, as amended by this Agreement, is shown on **Exhibit D** attached hereto and incorporated herein by this reference. As of the Bellevue Payment Date, the Agency’s Jurisdiction shall mean the area depicted on **Exhibit D**. After the Bellevue Payment Date, the Agency Board shall adopt a revised map depicting the Agency’s Jurisdiction as the area set forth on **Exhibit D** attached hereto.

(b) **Amended Growth Management Plan.** The governing body of the City of Bellevue further acknowledges, approves and agrees that the Bellevue Expansion Area shall be bound by the terms, conditions and obligations of the Growth Management Plan; provided, however, that Bellevue’s approval of the Growth Management Plan with respect to the Bellevue Expansion Area does not, except as otherwise provided in this Agreement or the Formation Interlocal, or pursuant to Agency Resolution No. 2019-004, (a) expand the Agency’s Jurisdiction or abrogate the requirements of Section VII of the Formation Interlocal, (b) abrogate Bellevue’s maintenance of its own autonomy, jurisdiction, powers, and indebtedness as a governmental subdivision, (c) supersede Bellevue’s planning approval jurisdiction. Promptly upon its execution of this Agreement, Bellevue shall update Bellevue’s comprehensive development and land use plan or similar instrument(s) to

reflect the addition of the Bellevue Expansion Area into the Agency's Jurisdiction and the Growth Management Plan as contemplated by this Agreement.

(c) Amended Growth Zones Map. Effective as of the Bellevue Payment Date, the Bellevue Expansion Area shall be added to the "Growth Zones" as defined in the Growth Management Plan as follows: of the 3,968.9 acres within the Bellevue Expansion Area, 2,389 shall be designated as UDZ (as defined in the Growth Management Plan) and 1,580.9 acres shall be designated as URZ. The Growth Zones map attached as Figure 2 to the Growth Management Plan, as amended by this Agreement, is shown on **Exhibit E** attached hereto and incorporated herein by this reference. As of the Bellevue Payment Date, the Growth Management Area and Growth Zones (each as defined in the Growth Management Plan) shall mean the area depicted on **Exhibit E**. Upon completion of the construction of Phase 1A of the Unified SSWS and the Expanded Force Main Infrastructure, the Agency Board shall adopt a revised Growth Zones map depicting the revised Growth Zones as set forth on **Exhibit E** attached hereto.

(d) Agency Rates/Fees. The governing body of the City of Bellevue hereby acknowledges, approves and agrees that the Bellevue Expansion Area shall be bound by the terms, conditions and obligations of the Agency Rates/Fee Schedule; provided, however, such approval does not in any manner restrict, limit, or control Bellevue's authority to own, operate, maintain, design, construct, extend, and collect revenue from (collectively, "Operate" or "Operating") the Bellevue sewer system located within the Bellevue Expansion Area pursuant to the terms of the Bellevue Sewer Interlocal and as otherwise set forth in Agency Resolution No. 2019-004. Promptly upon its execution of this Agreement, Bellevue shall incorporate the Agency Rates/Fee Schedule into Bellevue's comprehensive development and land use plan or similar instrument(s) to reflect the addition of the Bellevue Expansion Area into the Agency's Jurisdiction and the Growth Management Plan as contemplated by this Agreement. However, nothing in this Agreement shall prevent Bellevue from charging its own fees and rates to the applicable sewer user, so long as the Agency receives directly from Bellevue the rates and fees due and owing to the Agency under the Agency Rates/Fees Schedule.

(e) Growth Zones Map Amendment Under Bellevue Sewer Interlocal. The parties acknowledge and agree that the amended Growth Zones map attached hereto as **Exhibit E** complies with the requirements set forth in Section 5 of the Bellevue Sewer Interlocal.

2. Expanded Force Main Infrastructure; Costs and Reimbursement.

(a) Bellevue shall provide its proposed design of the Expanded Force Main Infrastructure to the Agency. Bellevue's Public Works Director (or his/her designee) and the Agency's Project Engineer shall review the design and agree in writing as to what elements of the Force Main Infrastructure shall be considered Expanded Force Main Infrastructure. The Agency will construct the Expanded Force Main Infrastructure in accordance with the Agency's plans and specifications, as approved by both the Agency and Bellevue. Bellevue represents and warrants to the Agency that the design for the

Expanded Force Main Infrastructure was designed by Bellevue's engineers to provide wastewater conveyance for (a) up to 2,389 acres, or (b) up to 9,290,820 gallons of peak hourly flow within the Bellevue Expansion Area, whichever occurs first (the "Expansion Capacity Limitation"). In no event shall the Agency be required to serve the Bellevue Expansion Area via the Expanded Force Main Infrastructure beyond the limits of the Expansion Capacity Limitation. Upon (a) completion of construction of Phase 1A of the Unified SSWS and the Expanded Force Main Infrastructure (b) Bellevue's payment of the Expanded Force Main construction costs in accordance with subsection (b) below, and (c) the execution of a sewer connection agreement between the Agency and Bellevue, the Agency shall be required to provide wastewater service the Bellevue Expansion Area, subject to the Expansion Capacity Limitation above.

(b) Bellevue's design of the Expanded Force Main Infrastructure shall be subject to the Agency's review and approval before the same is incorporated into the Agency's construction plans and specifications. The Agency agrees to include the Agency-approved design and construction of the Expanded Force Main Infrastructure as part of the Agency's design and construction plans and specifications for Phase 1A of the Unified SSWS. Bellevue agrees to pay for the costs and expenses associated with the design and construction of the Expanded Force Main Infrastructure. Bellevue shall reimburse the Agency for the actual design and construction costs of the Expanded Force Main Infrastructure (the "Expanded Force Main Costs"). The Expanded Force Main Costs are estimated to be \$2,000,000.00. The Agency will handle all solicitation of bids for the construction package(s) for the Expanded Force Main Infrastructure and the Agency will provide Bellevue a breakdown of the bid tabulation of the apparent low bidder. This breakdown shall show the unit prices and quantities directly related to the Expanded Force Main Infrastructure. Bellevue's Public Works Director (or his/her designee) shall review and approve these costs, by written communication to the Agency, prior to the Agency's award of the project contract to the apparent low bidder. If Bellevue does not approve the Expanded Force Main Costs as shown by the apparent low bidder in writing to the Agency within fourteen (14) calendar days of the date that the bid tabulation breakdown is provided to Bellevue, all provisions of this Agreement and the rights and obligations of the parties as it relates to the Expanded Force Main Infrastructure shall terminate except as expressly provided for below. The fourteen (14) calendar day deadline outlined above may be extended by approval of both parties in writing. If Bellevue fails to respond within the fourteen (14) calendar days as outlined above and no extension has been provided, this Agreement shall automatically terminate. If this Agreement terminates due to Bellevue's failure to respond or to approve such costs within such fourteen (14) calendar day period, Bellevue shall still be responsible for paying the design costs and expenses only. Any further obligations as to construction and infrastructure costs for the Expanded Force Main Infrastructure shall be terminated and neither party shall be responsible for payment or reimbursement as to those costs. In the event the Bellevue agrees in writing to the Expanded Force Main Costs as shown on the bid tabulation by the apparent low bidder within such fourteen (14) business day period (as may be extended in accordance with this subsection), such costs shall be the Expanded Force Main Costs for purposes of this Agreement. It is the intent of the parties that, upon agreement of the parties pursuant to this subsection, the Expanded Force Main Costs shown on such bid tabulation demonstrates what elements of

the Force Main Infrastructure shall be considered Expanded Force Main Infrastructure to be paid for by Bellevue pursuant to this Agreement, . Within 30 calendar days after the project notice to proceed has been issued by the Agency to the entity selected to construct the portion(s) of Phase 1A of the Unified SSWS that include the Expanded Force Main Infrastructure, the Agency shall provide Bellevue a total cost estimate, which shall include all Expanded Force Main Costs and other costs related to the Expanded Force Main Infrastructure. The Agency shall invoice Bellevue on a monthly basis for each month in which the entity selected to construct the portion(s) of Phase 1A of the Unified SSWS that include the Expanded Force Main Infrastructure bills the Agency for portions of such work that relate to the Expanded Force Main Infrastructure. Bellevue shall pay each such invoice directly to the Agency within 30 days of receipt thereof. In the event the Agency receives change orders directly related to the Expanded Force Main Infrastructure, the Agency shall forward these change order requests to Bellevue's Public Works Director (or his/her designee) for review and approval prior to final change order acceptance by the Agency. All approvals by Bellevue under this subsection shall be made in writing by its Public Works Director (or his/her designee) and, except for as otherwise stated herein, such approval shall be given within 14 calendar days after Bellevue's receipt of such approval request by the Agency.

(c) The Agency agrees to reimburse Bellevue for the entire Expanded Force Main Cost in accordance with this subsection. The Agency shall remit to Bellevue an amount equal to 6.376% of all Connection Fees (as defined in the Agency Rates/Fees Schedule) received by the Agency from development within the Bellevue Expansion Area until such time as Bellevue is reimbursed in full for the Expanded Force Main Cost. The Agency shall make such payments to Bellevue within thirty (30) days after the Agency receives the corresponding Connection Fee for the applicable development. In the event the actual Expanded Force Main Infrastructure Costs shown on the bid tabulation and as agreed to by the parties pursuant to subsection (b) above are different than the \$2,000,000.00 estimate, the parties shall agree in writing on a new percentage remittance based on the percentage of the actual Expanded Force Main Costs bears to the Connection Fees the Agency projects to receive for Phase 1A of the Unified SSWS.

(d) The reimbursement of Bellevue for the entire Expanded Force Main Cost is being agreed to because Bellevue is paying for that cost upfront, the Expanded Force Main Infrastructure will be Agency infrastructure, and it will serve the Bellevue Expansion Area within the Agency's Jurisdiction. The 6.376% remittance (as modified pursuant to subsection (c) above) to Bellevue is based on the percentage the estimated Expanded Force Main Costs bears to the Connection Fees the Agency projects to receive for Phase 1A of the Unified SSWS.

3. **Bellevue Obligations.**

(a) Bellevue acknowledges and agrees that the Bellevue Expansion Area shall be subject to the Growth Management Plan and the Agency Rates/Fees Schedule (as the same may be amended from time to time). Except for as expressly provided in the Bellevue Sewer Interlocal, the Agency shall have the right to receive and collect all connection fees

and other charges for the use of the Unified SSWS within the Agency's Jurisdiction (including the Bellevue Expansion Area) and any collection or transaction to collect the connection fees and other charges should be between Bellevue and the Agency in the manner set forth in the Agency Rates/Fees Schedule. Nothing in this Agreement shall be construed as giving authority to the Agency to receive and collect connection or other fees directly from a developer or other third party without Bellevue's prior written consent or except to the extent permitted pursuant to the Agency Rates/Fees Schedule or a sewer connection agreement (or similar instrument) between the Agency and such developer or third party.

(b) Bellevue is expected at all times to conduct the retail/customer billing for retail customers within Bellevue's sewer service area. Bellevue will continue to Operate the non-trunk line components of the Bellevue sewer system in the Bellevue sewer service area (including the Bellevue Expansion Area).

(c) So long as the Bellevue sewer service areas and systems are located within the Agency's Jurisdiction, Bellevue shall Operate the same in accordance with the Bellevue Sewer Interlocal, as may be amended from time to time.

4. **Expanded Force Main Infrastructure**. In accordance with Section XIII(D) of the Formation Interlocal (as amended by the Second Amendment to the Formation Interlocal with an effective date of February 16, 2021), Bellevue hereby acknowledges, agrees to and approves (a) the proposed location of the Expanded Force Main Infrastructure; and (b) the Agency's exclusive right and authority to acquire real property and/or such other property rights by gift, grant, purchase and/or condemnation as deemed necessary by the Agency for the financing, construction, equipping, operation, and maintenance of the Expanded Force Main Infrastructure on, over or under portions of land located outside the Agency's Jurisdiction and within Bellevue's corporate limits, declared extraterritorial zoning jurisdiction, wastewater service area designated per interlocal agreement, or areas that lie within Bellevue's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act. The Agency shall have, without any further approvals or consents from Bellevue, sole discretion and authority to (y) acquire any and all land rights necessary for the construction, operation and maintenance of the Unified SSWS and the Expanded Force Main Infrastructure located within Bellevue's corporate limits, declared extraterritorial zoning jurisdiction, wastewater service area designated per interlocal agreement, or areas that lie within Bellevue's "area of future growth and development" under maps adopted under the County Industrial Sewer Construction Act, and (z) connect the same to the Papillion Creek Water Resource Recovery Facility. The Agency may modify or deviate from the proposed Expanded Force Main Infrastructure alignment as shown on **Exhibit B** at any time and for any reason without Bellevue's prior consent; provided, however, any material modifications or deviations to the alignment of the Expanded Force Main Infrastructure shall require the prior written consent of Bellevue's City Administrator or Public Works Director.

5. **Interlocal Cooperation Act**. This Agreement is entered into between the parties pursuant to the Act. The parties agree:

(a) This Agreement does not establish any separate legal or administrative entity;

(b) Once this Agreement becomes effective as set forth in Section 7 below, this Agreement shall continue in full force and effect until both the Agency and Bellevue agree in writing otherwise; provided, however, the parties may not terminate this Agreement to the extent prohibited pursuant to any future agreement(s) with an operator of the Unified SSWS and/or any third-party lender or financier for the construction, operation, maintenance and financing of the Unified SSWS;

(c) The purpose hereof is to allow for the expansion of the Agency's Jurisdiction and the Growth Zones under the Growth Management Plan to include the Bellevue Expansion Area;

(d) No separate financing is necessary for the implementation of this Agreement;

(e) Termination of this Agreement other than as herein expressly provided for and any modification of the terms hereof shall require the mutual agreement of the parties as evidenced by formal resolution of their respective governing bodies or by written agreement of their respective designees as appointed by formal resolution; and

(f) Any cooperative effort that is needed will be administered by the respective designees of each party. There will be no need for the parties to jointly acquire, hold, and dispose of any real or personal property pursuant to this Agreement.

6. **Cooperation.** The parties agree to execute and deliver all documents, provide all information, and take or forebear from such action as may be necessary or appropriate to achieve the purposes of this Agreement, and the parties hereto shall further perform the applicable provisions of this Agreement in good faith and with due diligence and in cooperation with the other party. The parties shall refrain from taking any action that is inconsistent with the terms hereof.

7. **Effective Date.** This Agreement shall be not be effective before the occurrence of the latter of the separate approving actions by the Agency Board and Bellevue's governing body are taken, which approvals shall include all actions of Bellevue prior to such date taken in reliance upon and in accordance with the terms of this Agreement, and Bellevue shall furnish to the Agency a certified copy of the resolution of its governing body. This Agreement shall be in full force and effect as of the date of execution hereof by the last of the parties hereto and shall continue until terminated by mutual agreement of the parties hereto.

8. **Miscellaneous.** The recitals above and exhibits attached hereto are hereby incorporated herein by this reference. This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be

effective. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms hereof except as provided herein. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. All covenants, stipulations and agreements in this Agreement shall inure to the benefit of the parties hereto and extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

This Agreement by the parties hereto is expressed by the approval in open meeting by the Agency and Bellevue, and the following execution by their respective authorized representatives.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the Sarpy County and Cities Wastewater Agency this _____ day of _____, 2022.

SARPY COUNTY AND CITIES
WASTEWATER AGENCY,
A Political Subdivision

By: _____
Chairperson, Agency Board

ATTEST:

Secretary, Agency Board

IN WITNESS WHEREOF, the parties hereunto set their hands to this Agreement upon the day and year hereinafter indicated.

Signed by the City of Bellevue this ____ day of _____, 2022.

CITY OF BELLEVUE, a Nebraska Municipal Corporation.

By: _____
Mayor, Rusty Hike

ATTEST:

City Clerk

EXHIBIT A

Agency's Jurisdiction

[Attached]

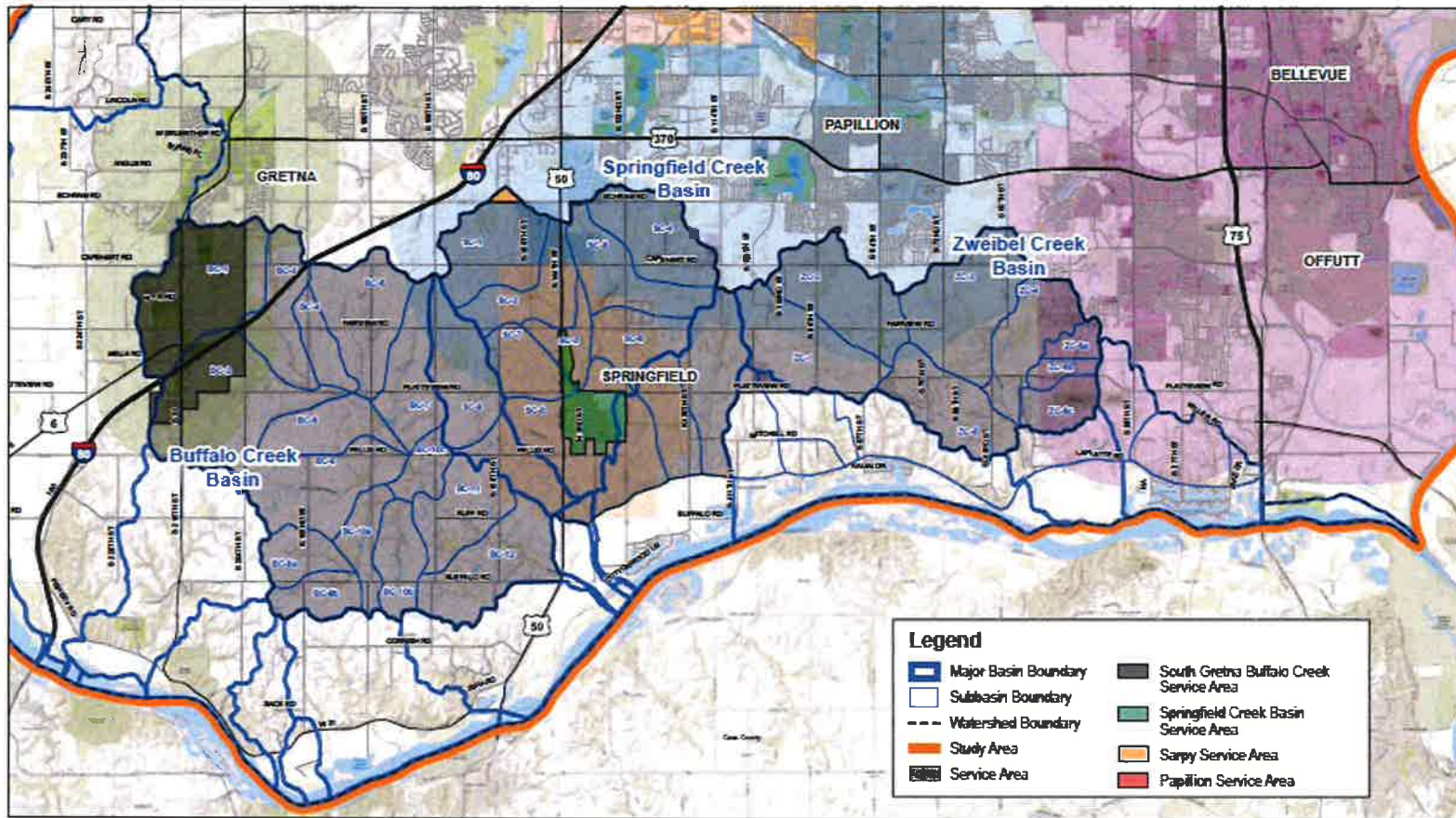


EXHIBIT A

Sarpy County and Cities Wastewater Agency
Resolution 2019-004



SOUTHERN SARPY COUNTY

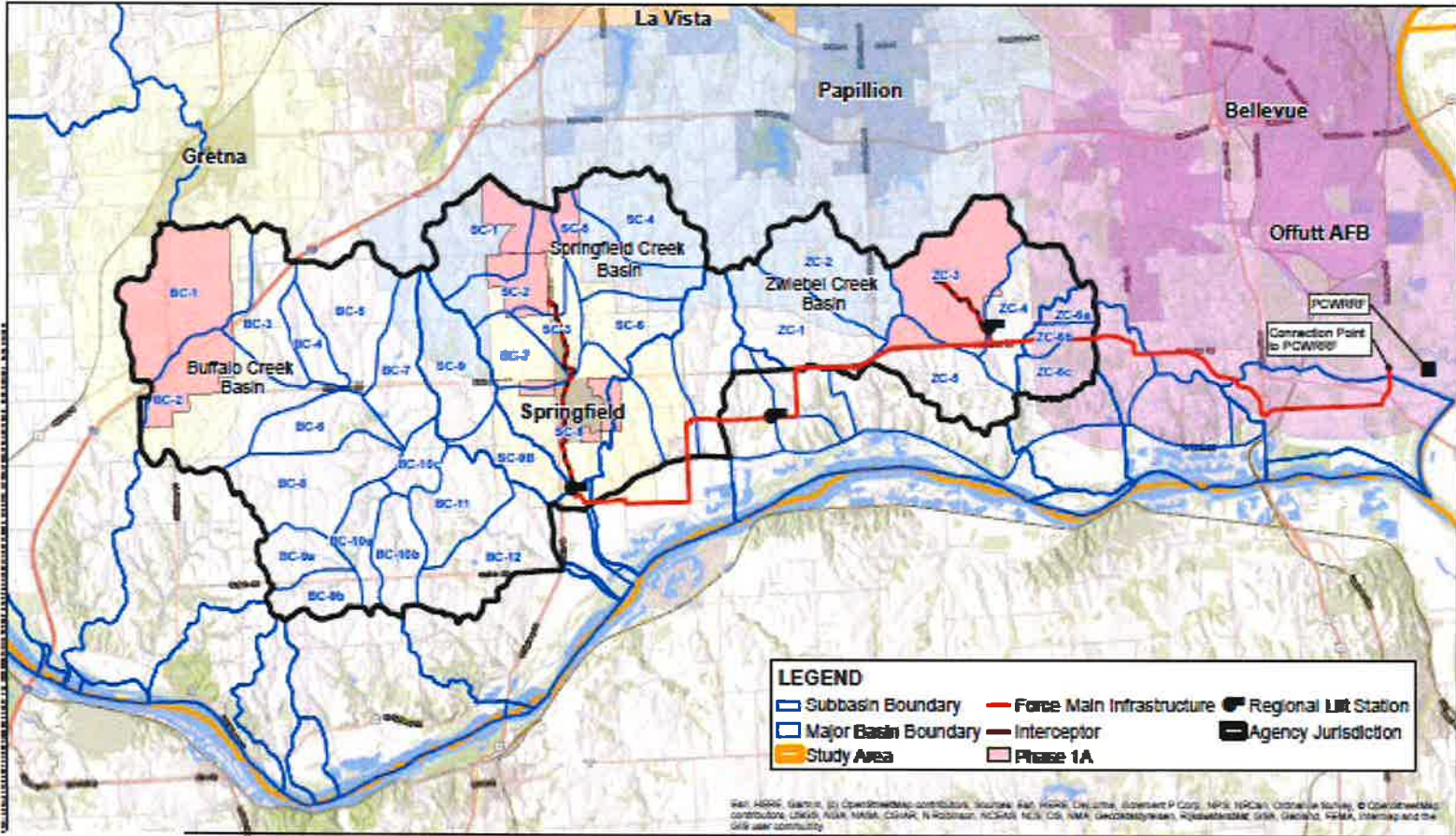


DATE	June 2019
TITLE	Service Area

EXHIBIT B

Force Main Infrastructure

[Attached]



HR SARPY COUNTY AND CITIES WASTEWATER AGENCY

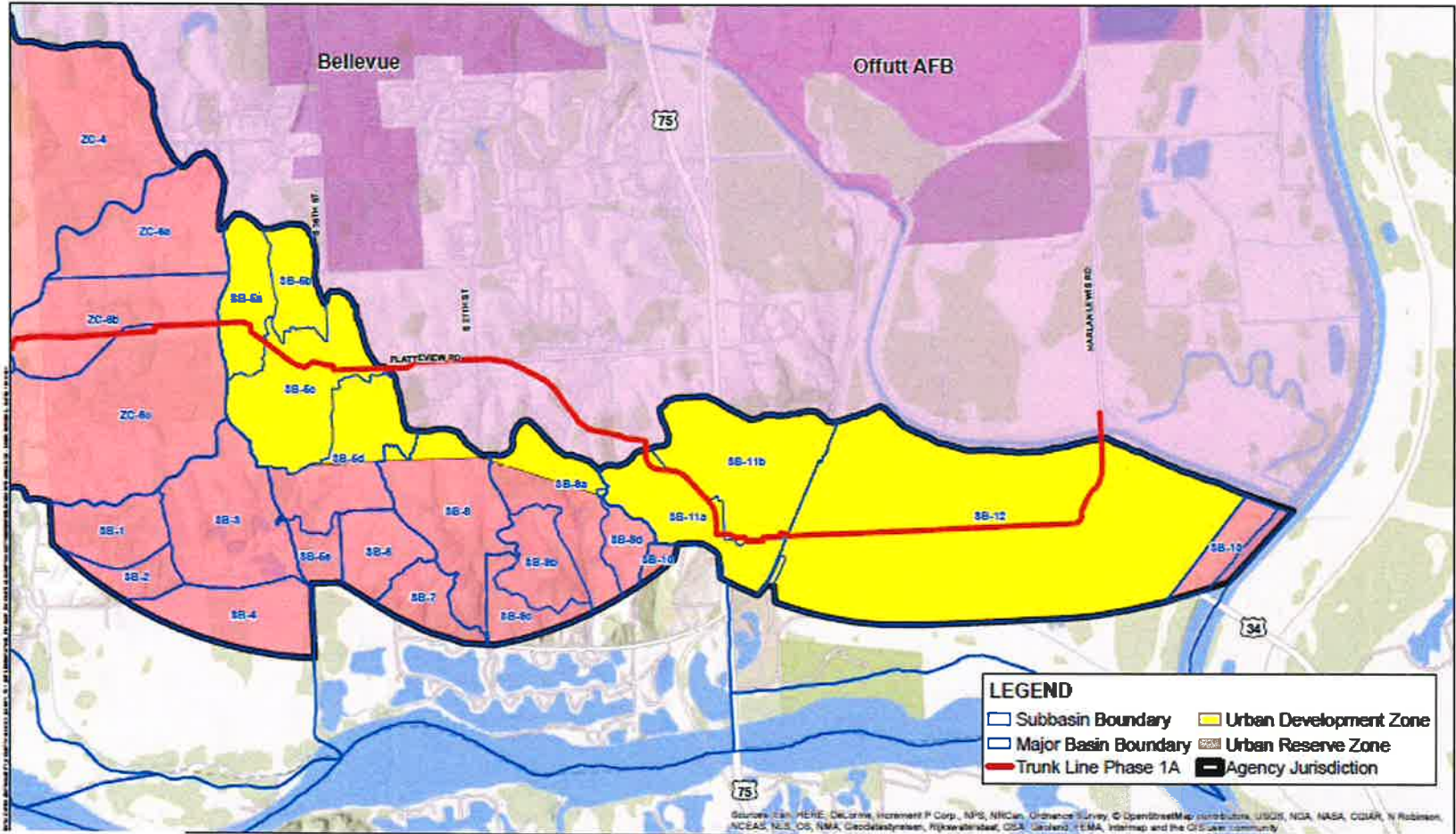


DATE: 04/04/2021
PAGE: 1

EXHIBIT C

Bellevue Expansion Area

[Attached]



**SOUTHERN SARPY COUNTY
UPDATED URBAN DEVELOPMENT ZONE**



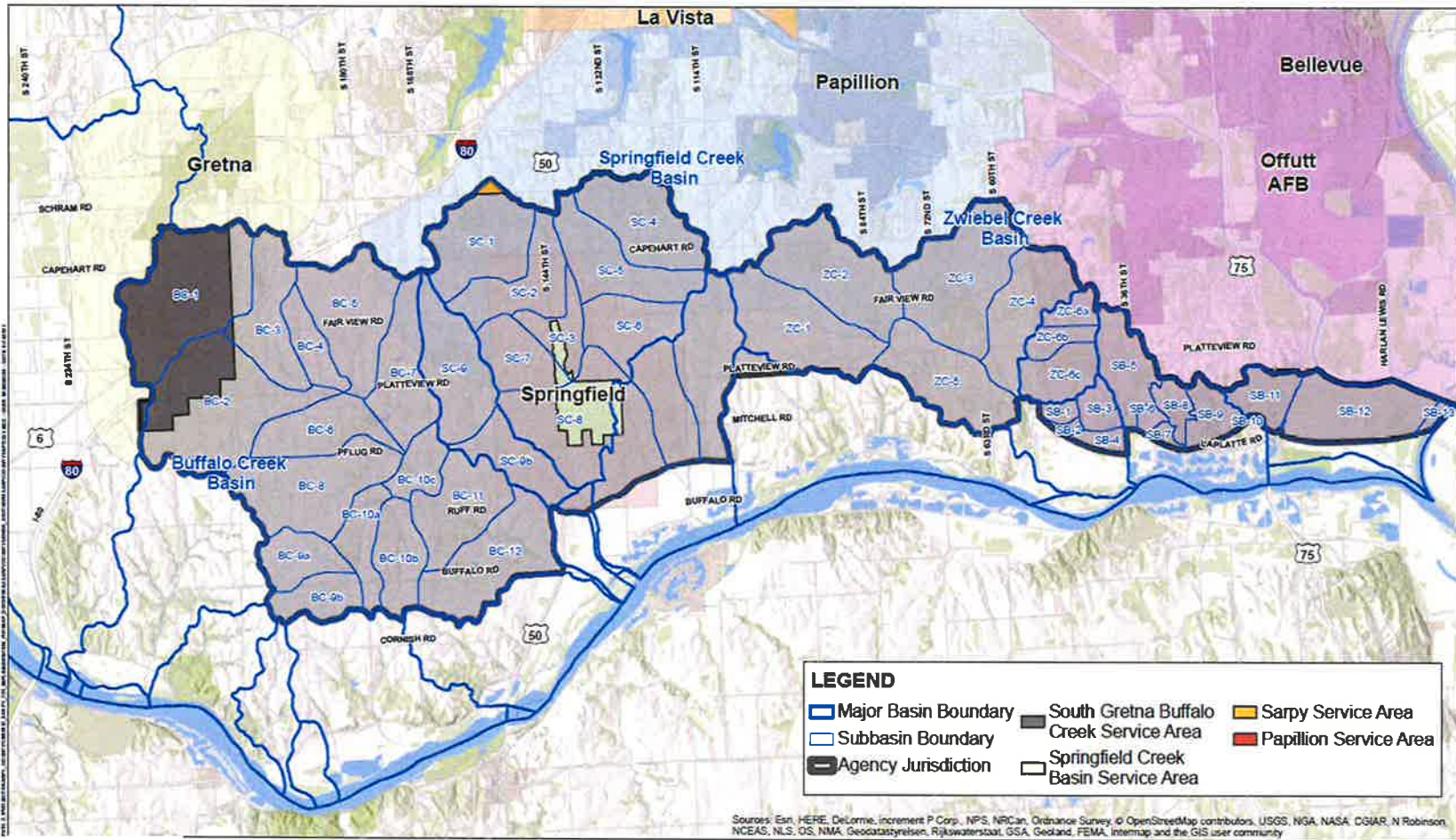
DATE
OCTOBER 2021

PAGE
4

EXHIBIT D

Amended Agency Jurisdiction

[See attached]



SOUTHERN SARPY COUNTY

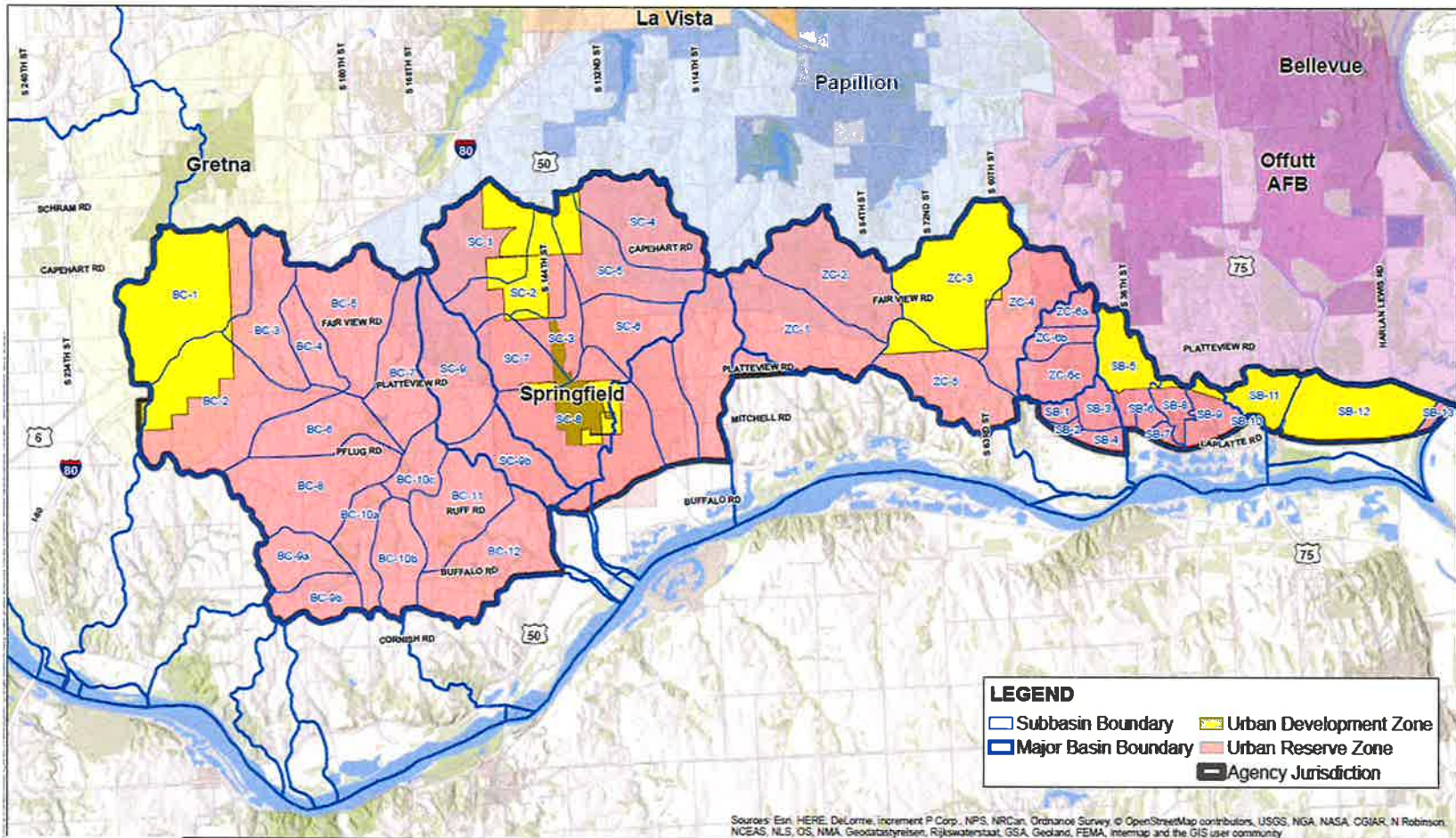


DATE
SEPTEMBER 2021

FIGURE
1

EXHIBIT E

Amended Growth Zones Map to Growth Management Plan



**SOUTHERN SARPY COUNTY
UPDATED URBAN DEVELOPMENT ZONE**



DATE
SEPTEMBER 2021

FIGURE
2