

Bellevue City Council Meeting

Tuesday, November 7, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Lead Pastor Andy Kaup, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers.
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda **(Items marked with an (*) are approved where this item is, unless otherwise removed)**
 1. (*) Approval of the October 17, 2023 City Council Minutes.
 2. (*) Acknowledgement of October 26, 2023 Planning Commission Minutes.
6. (*) APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS:
 - a. (*) Approve the cancellation of the January 2, 2024 City Council Meeting and authorize staff to pay bills that cannot be held over until the January 16, 2024 City Council Meeting.
9. APPROVED CITIZEN COMMUNICATION:
 - a. Kyle Rhone - Duties of Citizenship and current Economic Development Plan.
 - b. Rebecca Zurcher - City direction and plan
10. LIQUOR LICENSES:
 - a. Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Barbara K. Cooper as the new Manager for Apple Bellevue LLC dba "Applebee's Neighborhood Grill and Bar" located at 10402 South 15th Street Bellevue, NE 68123. (City Clerk)
 - b. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for FJ Guys Inc. dba "Sakai Sushi" located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005 and Qin Hang Shi as Manager. (City Clerk)
 - c. Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for SNAP! Productions, dba "SNAP! Productions" located at 2221 Thurston Circle, Bellevue, NE 68123 and Todd J. Brooks as Manager. (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 4135: Compensation Ordinance as Updated. (HR Director)
 - b. Ordinance No. 4136: Request to rezone Tax Lot7B3A3, located in the Northwest 1/4 OF Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of an existing single-family residence. Applicant: Barney Barrett. General Location: 2004 Harlan Drive. (Planning Director)
 - c. Ordinance No. 4137: Request to rezone Lot 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co. LLC. General Location: S. 29th Avenue and Capehart Road. (Planning Director)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

15. RESOLUTIONS:

- a. Resolution No. 2023-29: A resolution authorizing the Mayor to sign the Annual Year-End Certification of the City Street Superintendent Form for 2023, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2023 to December 31, 2023. (City Clerk)
- b. Resolution No. 2023-30: Intent to annex Tax Lot 18, located in the Southwest 1/4 of Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)
- c. Resolution No. 2023-31: Intent to annex Tax Lot 24, located in the Southeast 1/4 of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)
- d. Resolution No. 2023-32: Intent to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)
- e. Resolution No. 2023-33: Intent to annex the Southeast 1/4 (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue. (Planning Director)
- f. Resolution No. 2023-34: Authorizing the Mayor to sign the LPA Project Program Agreement with the Nebraska Department of Transportation (NDOT) for the Fort Crook Road Bridge Linkage Analysis, in an amount not to exceed \$110,000.00. (Public Works Director)

16. CURRENT BUSINESS:

- a. Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss. (City Clerk)
- b. Approve the purchase of a Ford F450 pickup truck for the Police Department, for the primary purpose of pulling the mobile Command Post Trailer, in an amount not to exceed \$67,889.00. (Police Chief)
- c. Approve the purchase of the mobile command post trailer for the Police Department, at a preliminary amount of \$472,920.00. (Police Chief)
- d. Approve the purchase of a new Ford F-150 4x4 extended cab truck for the communication department, in an amount not to exceed \$54,353.00. (Fire Chief)
- e. Approve the purchase of a new Ford F-450 4x4 regular cab truck for the fire department, in an amount not to exceed \$66,104.00. (Fire Chief)
- f. Approve the purchase of (3) new Ford Expedition XL's for the fire department, in an amount not to exceed \$183,354.00 (\$61,118.00 each). (Fire Chief)
- g. Approve and authorize the Mayor to sign the Contract with Goss Associates for a Nebraska Good Life Transformational Act Economic Impact Analysis, in an amount not to exceed \$25,000.00. (Economic and Community Development Director)
- h. Approve authorizing Metropolitan Utilities District (MUD) to accept the bid for the MUD Water Main Extension Project after removing the identified costs of Lump Sum Bid 3 and Lump Sum Bid 4 (which will be paid for in the Hidden Valley Road Water Pipeline Extension Project), in an amount not to exceed \$14,165,360.00. (Public Works Director/Administration)
- i. Approve and ratify the Memorandum of Understanding (MOU) with the Bellevue Professional Management Association (BPMA) to include the recently created position of Technical Support Specialist in the Collective Bargaining Agreement, with a wage range of \$58,000-\$82,000 and to authorize the Mayor. (HR Director)
- j. Approve and authorize the Mayor to sign the Contract with JMN Construction LLC for removal of Schilling Drive Bridge, in an amount not to exceed \$356,628.00 plus a 10% contingency of \$35,662.80, for a total project cost of \$392,290.80. (Public Works Director)
- k. Approve and authorize the Mayor to sign Change Order #1 with Earnest Construction Group for the 2023 Concrete Projects, in an amount not to exceed \$250,000.00. (Public Works Director)

l. Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$2,510.00. (Public Works Director)

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

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

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

*5b1.
11/7/2023

Bellevue City Council Meeting, October 17, 2023, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 17th day of October 2023 at 6:00 p.m. Present were Council Members Paul Cook, Jerry McCaw, Don Preister, and Thomas Burns. Absent: Rich Casey and Kathy Welch.

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Andrew Diorio, Midlands Bible Baptist Church, 2407 Chandler Road East, provided the invocation.

OPEN MEETINGS ACT

Mayor Hike announced a copy of the Open Meetings Act is posted on the rear wall of City Council Chambers.

APPROVAL OF THE AGENDA:

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

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Acknowledge receipt of the September 28, 2023 Planning Commission Minutes; Acknowledge receipt of the September 12, 2023 Tree Board Minutes; Approval of the October 3, 2023 City Council Minutes; Approval of Claims; Recommend the appointment of Ann Moore to the Library Board to serve the remaining term of Barb Van Wassenhoven to June 2026; Recommend the following appointments to the Inland Port Authority for specified terms: Cathy Bennett, Kristy Kivinicmi, and Heath Paulsen for 4-year terms, ending October 2027 and Rebecca Zurcher and Steve Knutson for 3-year terms, ending October 2026; Recommend approval of Councilman Casey, Councilman Jerry McCaw, and Councilman Cook to the Audit Committee for a two-year term, ending July 20, 2025; Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss; Request to approve a 30-day filing extension for the Childs Estate Acres Replat 7 plat, as per Section 4-11, Subdivision Regulations; and Approve and authorize the Mayor to sign a Field Agreement with Creighton University, providing for field internship experience

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

SPECIAL PRESENTATIONS:

Special Presentation to Officer Larr who was selected as the 2023 Police Officers' Association of Nebraska - Officer of the Year.

Mayor Hike acknowledged Officer Larr who was selected as the 2023 Police Officers' Association of Nebraska – Officer of the Year.

Proclamation declaring the Week of October 30, through November 3, 2023 as "National Veterans Small Business Week."

Mayor Hike read the proclamation declaring the Week of October 30, through November 3, 2023 as "National Veterans Small Business Week.

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES: NONE

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (First Reading): NONE

MINUTE RECORD

Bellevue City Council Meeting, October 17, 2023, Page 2

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS: NONE

CURRENT BUSINESS:

Approve and authorize the Mayor to sign Amendment No. 1 to the original agreement with Benesch for the 2023 Concrete Projects, in an amount not to exceed \$34,962.00 (Public Works Director)

Motion was made by Cook, seconded by McCaw, to approve and authorize the Mayor to sign Amendment No. 1 to the original agreement with Benesch for the 2023 Concrete Projects, in an amount not to exceed \$34,962.00. Roll call to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

Approve and authorize the Mayor to sign the Proposal with Thrasher Foundation Repair for repairs to the foundation at District 1 Fire Station, in an amount not to exceed \$34,960.32. (Public Works Director)

Motion was made by Cook, seconded by Preister, to approve and authorize the Mayor to sign the Proposal with Thrasher Foundation Repair for repairs to the foundation at District 1 Fire Station, in an amount not to exceed \$34,960.32. Roll call to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

Approve and authorize Mayor to sign the Purchase Authorization from Beardmore for a 2023 Colorado 4WD Crew Cab Pickup, in an amount not to exceed \$38,245.00. (Public Works Director)

Motion was made by McCaw, seconded by Cook, to approve and authorize the Mayor to sign the purchase Authorization from Beardmore for a 2023 Colorado 4WD Crew Cab Pickup, in an amount not to exceed \$38,245.00. Roll call to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

Approve authorizing Metropolitan Utilities District (MUD) to accept the bid for the MUD Water Main Extension Project after removing the identified costs of Lump Sum Bid 3 and Lump Sum Bid 4 (which will be paid for in the Hidden Valley Road Water Pipeline Extension Project), in an amount not to exceed \$14,165,360.00. (Public Works Director/Administration)

Motion was made by Cook, seconded by McCaw, to postpone until the November 7, 2023 City Council meeting, the request authorizing Metropolitan Utilities District (MUD) to accept the bid for the MUD Water Main Extension Project after removing the identified costs of Lump Sum Bid 3 and Lump Sum Bid 4 (which will be paid for in the Hidden Valley Road Water Pipeline Extension Project), in an amount not to exceed \$14,165,360.00. Roll call to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

Approve and authorize the Mayor to sign the Tred-Mark Communications Proposal for the CAT 6 Data Cabling at the new library, in an amount not to exceed \$64,000.00. (Public Works Director)

Motion was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the Tred-Mark Communications Proposal for the CAT 6 Data Cabling at the new library, in an amount not to exceed \$64,000.00. Roll call to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (October report will be attached to November 7th meeting).

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Preister, seconded by McCaw, the meeting was adjourned at 6:18 p.m. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. 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 October 17, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting;

MINUTE RECORD

Bellevue City Council Meeting, October 17, 2023, Page 3

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

MINUTE RECORD

Bellevue Planning Commission Meeting, October 26, 2023, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, October 26, 2023 at 6:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Hankins, Jacobson, Sims, Taylor-Jones, Aerni, Ackley, and Bennett. Absent were Commissioners Lasenburg and Perrin. Also present was Tammi Palm, Planning Director, and Angela Curry Assistant Planning Manager.

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

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

Motion was made by Bennett, seconded by Taylor-Jones, to approve the minutes of the September 28, 2023, regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Aerni asked if there were any updates or additions to staff reports. Palm advised there were no updates or additions.

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

The following item was on the Consent Agenda:

2.a. Request to rezone Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of an existing single-family residence. Applicant: Barney Barrett. General Location: 2004 Harlan Drive. Case #: Z-2309-16.

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

Motion was made by Ackley, seconded by Taylor-Jones, to Approve the Consent Agenda item as presented. Upon roll call, all present voted yes. Motion carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON November 21, 2023.

Aerni explained the public hearing procedures.

PUBLIC HEARING was held on a request to approve the Redevelopment Plan for Lots 1B1B, 1B2A2 & 1B2B1, Twin Ridge II. Applicant: Bapaji Maharaj, LLC. General location: 1110 Ft. Crook Rd. S. Case #: ECD-62.

Aerni asked staff for updates. Curry stated the applicant was unable to attend tonight's meeting and is requesting the item be continued until the November 16, 2023 Planning Commission meeting.

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

MOTION was made by Taylor-Jones, seconded by Jacobson, to CONTINUE to the November 16, 2023 Planning Commission meeting a request to approve the Redevelopment Plan for Lots 1B1B, 1B2A2 & 1B2B1, Twin Ridge II. Applicant: Bapaji Maharaj, LLC. General location: 1110 Ft. Crook Rd. S. Case #: ECD-62. Upon roll call, all present voted yes. MOTION carried unanimously.

PUBLIC HEARING was held on a request to rezone Lot 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co., LLC. General Location: S. 29th Ave. & Capehart Rd. Case #: Z-2309-17.

Aerni asked staff for updates. Palm stated there were no updates but gave a summary of the request. She said the request is for the property to be rezoned from a light commercial use to a multi-family use. Palm stated the lot was platted as a commercial lot in 1963 and has remained undeveloped. She said the surrounding area which has frontage along Capehart Road is commercial, but this lot does not have frontage. Palm stated there are apartments to the south that are also zoned RG-28. She said this is not a site plan approval request, but the applicant did provide a conceptual site plan to give the Commission an idea of the potential use of this lot as multi-family residential. Palm stated a traffic

MINUTE RECORD

Bellevue Planning Commission Meeting, October 26, 2023, Page 2

study was requested by the city and provided by the applicant. She said any technical issues with the traffic study and potential improvements will be done as part of the building permit process if the property is rezoned. Palm stated staff is recommending approval of this request.

Ann Post, 1128 Lincoln Mall Suite 300, Lincoln, NE, stated she was present on behalf of H.A. Wassenberg, Holding Company. She stated H.A. Wassenberg acquired this property within the last five years. Post stated the company owns several apartment buildings in the region and is very excited about its potential for multi-family development. She said the conceptual site plan is to show how apartments might work for this property. Post stated the traffic study shows a minimal traffic impact from this development since the rezoning would change it from a commercial use which is generally a higher trip count than residential uses.

Ackley stated he understood the site plan was conceptual but asked staff if the developer could add an additional layer or are they at the maximum parking requirements. Palm stated she feels the conceptual site plan is a good representation of what is possible on the lot.

MOTION was made by Ackley, seconded by Jacobson, to recommend APPROVAL of a request to rezone Lot 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co., LLC. General Location: S. 29th Ave. & Capehart Rd. Case #: Z-2309-17. APPROVAL based upon conformance with the Zoning Ordinance, as well as 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 November 21, 2023.

Meeting adjourned at 6:18 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

*6.
11/7/2023

CLAIMS FOR NOVEMBER 7, 2023

PAGE 1

MAYOR

CANTH AWARDS	PC-NAME PLATE FOR DESK	69.00
CROWNE PLAZA HOTEL	PC-BOTTLED WATER	6.00
DJ'S DUGOUT	PC-MEALS-TO BE REIMBURSED	23.79
WALMART COMMUNITY	PC-SUPPLIES FOR BACK TO THE RIVER MEETING	27.59
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		\$ 126.38

CITY ADMINISTRATOR

BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	205.43
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	126.42
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	2,844.42
J P COOKE COMPANY	NOTARY STAMP-L RYBAR	46.50
METROPOLITAN UTILITIES DIST	2023/09/07-10/04 MONTHLY SERVICE	26.18
MIDLANDS PRINTING	BUSINESS CARDS-H JOHNSON	240.16
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	461.98
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		\$ 3,951.09

LEGAL

BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	36.25
DROP BOX	PC-CASE FEES	19.99
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	2,032.26
METROPOLITAN UTILITIES DIST	2023/09/07-10/04 MONTHLY SERVICE	4.62
NEBRASKA.GOV	PC-CASE MANAGEMENT	28.00
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	81.53
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		\$ 2,202.65

CABLE ADVISORY

B & H PHOTO-VIDEO	PC-MICROPHONE CLIP AND STAND	26.20
BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	181.26
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	4,077.78
METROPOLITAN UTILITIES DIST	2023/09/07-10/04 MONTHLY SERVICE	23.10
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	407.63
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		\$ 4,715.97

CITY CLERK

BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	314.18
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	109.46
DESIGN8 STUDIO SIGNS GRAPHICS	COB DECALS FOR VENDING MACHINES	555.97
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	2,032.26
INFOSAFE SHREDDING	ON-SITE SHREDDING	30.00
J P COOKE COMPANY	NOTARY STAMP-HARBIN	37.20
METROPOLITAN UTILITIES DIST	2023/09/07-10/04 MONTHLY SERVICE	40.06
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	706.53
REDFIELD DIRECT, LLC	MINUTE RECORD PAPER	212.18
SUBURBAN NEWSPAPERS	LEGAL AD	814.26
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		\$ 4,852.10

FINANCE/RISK MANAGEMENT

BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	265.85
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	218.66
CAPITAL CITY CONCEPTS, LLC	FEES AND EXPENSES-WAGE STUDIES	350.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	5,225.88
HANEY SHOE STORE	SAFETY SHOES (23 EMP)	3,654.84
LEAGUE OF NEBRASKA MUNICIPALITIES	PC-MEMBERSHIP DUES-SEVERSON	155.00
METROPOLITAN UTILITIES DIST	2023/09/07-10/04 MONTHLY SERVICE	33.88
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	597.85
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES (13 EMP)	2,157.97
VILLAGE INN	PC-LUNCH MEETING	128.43
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		\$ 12,788.36

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CLAIMS FOR NOVEMBER 7, 2023

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LIBRARY

BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	39.91
CENTER POINT LARGE PRINT	BOOKS	89.88
COX BUSINESS SERVICES	2023/10/01-10/31 MONTHLY SERVICE	107.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	6,553.99
INGRAM LIBRARY SERVICES	BOOKS	4,025.60
LAKESHORE LEARNING	PC-PROGRAM SUPPLIES	211.73
LIBRARY IDEAS	BOOKS	42.56
MENARDS	PC-PROGRAM SUPPLIES	39.63
METROPOLITAN UTILITIES DIST	2023/09/07-10/03 MONTHLY SERVICE	132.84
NEBRASKA LIBRARY ASSOCIATION	CPS-CREDIT FOR LABELS	(35.00)
NOAH'S ARK ANIMAL WORKSHOP	PC-PROGRAM SUPPLIES	180.89
QUADIENT FINANCE USA, INC	2023 SEP-LIBRARY NEOSHIPMENTS	781.64
		<u>\$ 12,171.06</u>

ADMINISTRATIVE SERVICES/PERSONNEL

BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	205.43
CANTH AWARDS	PC-RETIREMENT CLOCK-T RYBAR	65.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	12,461.60
INTEGRATED CARE, LLC	PHYSICAL PROFILE TEST	190.00
J P COOKE COMPANY	NAME PLATES FOR CIVIL SERVICE COMMISSION	105.64
METROPOLITAN UTILITIES DIST	2023/09/07-10/04 MONTHLY SERVICE	26.18
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	461.98
SOCIETY FOR HUMAN RESOURCE	PC-MEMBERSHIP DUES	394.00
		<u>\$ 13,909.83</u>

CODE ENFORCEMENT

BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	3.59
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE 2023/09/10-2023/10/09	120.30
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	9,379.75
METROPOLITAN COMMUNITY COLLEGE	CDL CLASS-M HATCHER	1,680.00
METROPOLITAN UTILITIES DIST	2023/09/02-10/04 MONTHLY SERVICE	10.57
MIDLANDS PRINTING	BUSINESS CARDS	53.34
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	152.52
		<u>\$ 11,400.07</u>

PUBLIC WORKS

MENARDS	TANK SPRAYER	47.07
ALFRED BENESCH & COMPANY	BPW-220814 PROF SVCS 2023/09/18-09/24	4,313.39
BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	6.04
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	7,329.15
METROPOLITAN UTILITIES DIST	2023/09/02-10/04 MONTHLY SERVICE	17.75
MIDWEST PETROLEUM EQUIPMENT	CITY FUEL TANK PUMP REPAIR	1,733.96
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FUEL FOR CITY TANKS	13,005.20
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	256.12
REFLECTIVE APPAREL FACTORY, INC	HI-VIS T-SHIRTS	533.46
TRAVELERS	LIABILITY CLAIM 2022/10/01-2023/10/01	130.00
WALTER E NELSON COMPANY	HI-VIZ HOODIES	141.39
		<u>\$ 27,513.53</u>

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	MOWING 2023/10/04, 10,17	3,199.20
A-RELIEF SERVICES	PORTABLE RESTROOM-AHP 2023/10/26	1,708.00
BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	81.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	18.35
COX BUSINESS SERVICES	2023/10/01-10/31 MONTHLY SERVICE	214.78
CROW LAWN CARE LLC	MOWING 2023/09/21-2023/10/05	3,550.00

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PARKS (cont'd)

EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	9,290.40
MARKING REFRIGERATION, INC	ICE MACHINE MAINTENANCE	938.50
MENARDS	PC-FOGGER SPRAY, SPRAY PAINT, REBAR	291.37
METROPOLITAN UTILITIES DIST	2023/09/02-10/03 MONTHLY SERVICE	8,843.01
PRECISE MRM LLC	FLAT DATA PLAN	312.00
READY MIXED CONCRETE COMPANY	CONCRETE	607.69
		\$ 29,054.30

RECREATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	9.57
COX BUSINESS SERVICES	2023/10/01-10/31 MONTHLY SERVICE	88.39
DICK'S CLOTHING AND SPORTING GOODS	PC-FOOTBALL/SOCCER BALL, BASES	3,063.43
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	2,660.65
METROPOLITAN UTILITIES DIST	2023/09/07-10/03 MONTHLY SERVICE	237.59
TOMMY'S EXPRESS - PAPILLION	PC-VEHICLE WASH	24.99
TRICO MECHANICAL SERVICES	WINTERIZE CUBER-BALDWIN	189.75
		\$ 6,274.37

FACILITY MAINTENANCE

ACCESS ELEVATOR & LIFTS, INC	PREVENTIVE MAINTENANCE ON LIFTS-REED CTR	300.00
AQUA-CHEM	PC-POOL CHEMICALS	1,758.34
A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS END OF	335.00
BATTERIES PLUS #73	BATTERIES	196.46
BATTERIESPLUS	PC-BATTERIES	124.70
BIG RED LOCKSMITHS	DUPLICATE KEYS	26.00
BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	427.27
CANTH AWARDS	PC-COUNCIL PLAQUE	75.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	1,604.85
CODY PEST MANAGEMENT	PEST CONTROL-2023/05/08-2023/9/11	425.00
COMMERCIAL RECREATION SPECIALISTS	ACTIVATION KIT-SPLASHPADS	7,340.00
DWAYNE NIELSEN	CLEAR CLOGGED BATHROOM SINK-LIBRARY	275.00
ECHO GROUP, INC	PC-TENNIS COURT LIGHTS-LAKEWOOD	372.40
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	12,377.89
FIRE PROTECTION SERVICES, LLC	SERVICE CALL ON FIRE PANEL-DIST 4	460.00
FISH WINDOW CLEANING	WINDOW WASHING-1500 WALL ST	863.00
HELM SERVICE	OUTSIDE UNIT NOT WORKING-TRNG SITE	2,236.08
HOSE & HANDLING, INC	PC-HOSE ASSEMBLY-DIST 1	94.69
JACKSON SERVICES, INC	DOOR MAT SERVICE-PW	284.66
JOHNSTONE SUPPLY	PC-CARTRIDGE	44.73
MENARDS	PC-BALLASTS, CLEANING SUPPLIES, DRILL BITS,	1,332.63
	LUMBER, SIDING, LIGHTS, MICROWAVE	
METAL LOGOS	PC-CUSTOM EXTERIOR WALL DISPLAY	295.00
METROPOLITAN UTILITIES DIST	2023/09/06-10/03 MONTHLY SERVICE	282.05
MIDLANDS PRINTING	BUSINESS CARDS	159.99
MMC MECHANICAL CONTRACTORS, INC	REPLACE HEAT PUMP-PD	11,627.50
NAPA AUTO PARTS	PC-LIGHT	23.39
OMAHA DOOR & WINDOW COMPANY, INC	REPAIR BRUSH SWEEP, HINGE	400.00
OMAHA PNEUMATIC EQUIPMENT CO	REPAIR LEAK ON PIPING-DIST 1	1,324.93
OVERHEAD DOOR CO OF OMAHA	REPLACE BROKEN SPRINGS-DIST 3	1,535.00
PILGRIM LANDING GARDEN CLUB	REPLACE US FLAG	74.13
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING-OCT 2023	333.84
SECURITY EQUIPMENT INC	SECURITY MONITORING-JULY 2023	1,139.90
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	2,568.57
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE 2023/10/01-10/31	529.98
VOSS LIGHTING	PC-BALLASTS	675.90
WESTLAKE ACE HARDWARE	PC-OIL, PLUG FOR LANDSCAPING, PIPE JOINT	83.95
		\$ 52,007.83

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CEMETERY

BARBARA PAQUETTE	SELL CEMETERY PLOTS BACK TO THE CITY	504.00
BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	39.91
COX BUSINESS SERVICES	2023/10/01-10/31 MONTHLY SERVICE	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	2,826.08
METROPOLITAN UTILITIES DIST	2023/09/07-10/03 MONTHLY SERVICE	97.76
WESTLAKE ACE HARDWARE	PC-FUEL LINE REPAIR KIT	35.98
		\$ 3,587.12

STREETS

3M COMPANY	CLEAR TRANSFER TAPE	1,822.50
AVERY RENTS	PROPANE FOR TRUCKS	42.29
BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	130.34
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	25.06
COMMONWEALTH ELECTRIC CO OF THE	BPW-220712 36TH & BLINE THRU 2023/09/30	61,311.33
COMMONWEALTH ELECTRIC CO OF THE	REPLACE SIGNAL CABINET	1,316.33
CONCRETE SUPPLY, INC	CONCRETE	5,694.25
COX BUSINESS SERVICES	2023/10/01-10/31 MONTHLY SERVICE	274.17
COX COMMUNICATIONS	LIABILITY CLAIM-COX CABLE	848.42
CROW LAWN CARE LLC	ROW MOWING-CYCLES 9, 10	20,313.56
DIAMOND VOGEL, INC	TRAFFIC PAINT, GLASS BEADS	3,646.75
EARNEST CONSTRUCTION GROUP, INC	BPW-230102 CONCRETE PROJECTS THRU	66,206.58
EARNEST CONSTRUCTION GROUP, INC	BPW-230102 CONCRETE PROJECTS THRU	37,383.28
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	41,702.17
FELSBURG HOLT & ULLEVIG, INC	BPW-191017 PROF SVC 2023/08/01-08/31	1,625.82
HGM ASSOCIATES INC	BPW-211224 BRIDGE REPAIRS-HARLAN	1,134.00
	2023/07/19-2023/09/30	
IMSA	PC-TRAINING-WHITED, WILSON	765.00
JACOBS ENGINEERING GROUP, INC	BPW-230306 STORM DRAINAGE THRU	31,366.73
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	4,752.01
MARTIN ASPHALT	BULK OIL	808.00
MENARDS	PC-SPRAY PAINT, RIVETS	11.95
MENARDS	WOOD LATH FOR SIGNS	17.96
METROPOLITAN COMMUNITY COLLEGE	CDL CLASS-RY FISCHER	1,680.00
METROPOLITAN UTILITIES DIST	2023/09/02-10/03 MONTHLY SERVICE	491.04
MICHAEL TODD & COMPANY	16 LB. BASE FOR GRABBER CONE	2,397.00
OLSSON ASSOCIATES	BPW-230612 370TH SIGNAL TIMING THRU OCT 7,	4,058.47
OMAHA PUBLIC POWER DISTRICT	2023/08/30-10/11 MONTHLY SERVICE	1,340.31
OMNI ENGINEERING	ASPHALT	21,755.00
OMNI ENGINEERING	BPW-230104 2023 OVERLAY PROJECTS THRU	69,067.10
	2023/09/23	
OMNI ENGINEERING	BPW-230104 2023 OVERLAY PROJECTS THRU	62,448.85
	2023/10/14	
PLATTE RIVER CONCRETE CO	CONCRETE	2,703.38
READY MIXED CONCRETE COMPANY	CONCRETE	13,802.02
RYNE FISCHER	REIMB MILEAGE TO CLD CLASS	281.42
STAN HOUSTON EQUIPMENT COMPANY, INC	PC-POLE SAW KIT	381.65
UTILITY EQUIPMENT COMPANY	PC-ELBOW, PVC PIPE	82.59
WESTLAKE ACE HARDWARE	PC-GLOVES	21.98
		\$ 461,709.31

FLEET MAINTENANCE

911 CUSTOM, LLC	21 BUTTON CONTROLLER	1,354.51
AA WHEEL & TRUCK SUPPLY, INC	U-BOLT, SHACKLES, SPRING	372.09
AGRIVISION EQUIPMENT GROUP	O-RINGS, PARTS, O-RINGS	1,077.91
ALLIED OIL & SUPPLY COMPANY	DIESEL FUEL, BULK TOTE	1,472.90
APS LIGHTING & SAFETY PRODUCTS CO	WORK FLOOD LAMP	308.06

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FLEET MAINTENANCE (cont'd)

ARROW TOWING	HD TOWING-ST26	300.00
AUTO VALUE PARTS - SOUTH OMAHA	REFLEX TRUCK SHOCK, RETAINER, STEERING TIE ROD END, GOVERNOR, FILTERS, THREADLOCKER, PARTS, BLACKJACK	1,006.96
AUTOMOTIVE WAREHOUSE DIST, INC	TIRES, REPAIR FLAT, WHEEL BALANCING	1,513.62
BAUER BUILT TIRE & SERVICE	CHAIN, COUPLINGS, FLANGES	5,086.94
BAUM HYDRAULICS CORP	DEF FILTER & PARTS, HI PRESSURE PUMP, ROTOR ASSEMBLY, SENSORS, FILTERS, STEP ASSEMBLY	269.55
BAXTER FORD	2023/08/30-10/02 MONTHLY SERVICE	9,430.91
BLACK HILLS ENERGY	RETAINER RING	49.36
BLIZZARD BOYS LLC	GLASS, HINGE, WASHERS, LATCH, TIRES	18.57
BOBCAT OF OMAHA	WEATHERTECH MOLDING, FENDER FLARES	2,108.25
CAPE TRUCK ACCESSORIES	COPIER EXPENSE	660.00
CAPITAL BUSINESS SYSTEMS, INC	PC-ABSORBER, HEATER HOSE, TUBE ASSEMBLY, BLOWER, FITTINGS, VALVE KIT	55.42
CORNHUSKER INTERNATIONAL TRUCKS	EXTENSION, VALVE KIT, SERVICE WORK	4,473.68
CORNHUSKER INTERNATIONAL TRUCKS	2023/10/01-10/31 MONTHLY SERVICE	632.99
COX BUSINESS SERVICES	CONVERSION BALL KITS	107.39
DANKO EMERGENCY EQUIPMENT	DRUM FAUCET	1,630.00
DULTMEIER SALES LLC	ARM, MODULE	4.60
EDWARDS CHEVROLET-CADILLAC	OIL GASKET, FILTERS, STRUT TENSIONERS	400.28
EDWARDS CHRYSLER DODGE JEEP RAM	HEALTH INSURANCE-OCT 2023	2,161.04
EMPLOYEE BENEFITS SYSTEMS	BRAKE LINING	20,108.16
FACTORY MOTOR PARTS CO	REWORK HYD, KIT AND GRANULAR AND PREWET KIT, CABLES	90.40
FORCE AMERICA DISTRIBUTING, LLC	TIRES	8,936.72
GRAHAM TIRE COMPANY	GLOVES	695.00
GRAINGER	STRAPS FOR BRINE TANKS	(6.21)
HENDERSON PRODUCTS, INC	BOTTLED WATER	130.50
IDEAL PURE WATER COMPANY	BATTERIES	87.25
INTERSTATE BATTERIES	MUFFLER KIT, ROCKER SWITCH, ROLLER	2,014.73
J & J SMALL ENGINE SERVICE	AIR DRYER, BRAKE CHAMBERS, FIRE EXTINGUISHER	662.90
JIM HAWK TRUCK TRAILERS	1/2 SPLIT LOOM FOR STOCK	889.28
KIMBALL MIDWEST	FITTINGS, COUPLERS, PIPES, GAUGE, PIPE REDUCER	250.14
KRIHA FLUID POWER CO	WELDING SUPPLIES	1,866.83
MATHESON TRI-GAS INC	PC-DECOR SCREW, DRILL BITS, CABLE, PARTS	107.75
MENARDS	SAFETY HASP, HINGES	395.84
MENARDS	DRUM FAN-PD	7.67
MENARDS - RALSTON	2023/09/07-10/04 MONTHLY SERVICE	967.96
METROPOLITAN UTILITIES DIST	STEEL ANGLE	125.83
MILLARD METAL SERVICES	SERVICE ADVISOR SBSRIPTION APR 2023-APR 2024, REPAIR JD, HYD ACTUATOR, WIPER BLADES, FILTERS, RETAINERS, GLOVES, BOLTS, HINGES, TRANSFER PUMP, SENSORS, VALVES, CLAMPS, HI-TORQUER THREAD KIT, DRILL BITS, RIVET NUTS, THREAD KITS	57.00
MURPHY TRACTOR	RETAINER, TOOTH	6,256.61
NAPA AUTO PARTS	LED MINI	2,602.16
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	TIRES	555.82
NMC GROUP, INC	POLE SWITCHES	97.62
O'REILLY AUTO PARTS	MIXED TIRES RECYCLING	25.98
QUALITY TIRE, INC	TOW CHARGE-WW106	240.00
REXCO EQUIPMENT CO	AIR GAUGE, COUPLERS, PRESSURE SENDER	148.49
RIVER CITY/METRO LANDSCAPING	TARP TIE	669.00
ROGER'S TOWING	TERMINALS	100.00
SERVICE EXPRESS CO	RELIEF VALVE, REDUCER, FITTINGS, CONNECTORS	230.79
SWAN ENGINEERING, LLC	ACCUMULATOR, TUBE, FILTER KIT, SEALS	35.80
TERMINAL SUPPLY CO		132.85
TOYNE, INC		916.64
TRUCK CENTER COMPANIES-OMAHA		857.73

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FLEET MAINTENANCE (cont'd)

TURFWERKS	BRAKE CABLE, WHEEL SPACERS, BUSHINGS	1,321.29
TY'S OUTDOOR POWER & SERVICE	FILTERS, BRAKE FLUID, OIL	287.09
UNITED LABORATORIES	PC-SALT-BE-GONE	774.34
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	437.32
WATEROUS COMPANY	PRIMER PUMP ASSEMBLY FOR STOCK	1,898.32
		<u>1,898.32</u>
		\$ 89,470.63

SOLID WASTE

PAPILLION SANITATION	GLASS RECYCLING 2023/09/19-09/26	368.47
		<u>368.47</u>
		\$ 368.47

PLANNING

BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	5.46
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	41.45
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	2,832.71
METROPOLITAN UTILITIES DIST	2023/09/02-10/04 MONTHLY SERVICE	16.06
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	231.67
		<u>231.67</u>
		\$ 3,127.35

PERMITS & INSPECTIONS

BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	7.29
CAKE SPECIALISTS	PC-RETIREMENT CAKE-T RYBAR	216.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	146.50
CARHARTT, INC	PC-UNIFORM-J COOK	212.50
DELL MARKETING L.P.	SYSTEM SERVICE TAGS	830.00
DOLLAR TREE	PC-RETIREMENT SUPPLIES-T RYBAR	15.25
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	11,258.58
METROPOLITAN UTILITIES DIST	2023/09/02-10/04 MONTHLY SERVICE	21.45
MIDLANDS PRINTING	BUSINESS CARDS	53.33
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	309.54
REAVIS ROOFING	REFUND PRE-CONNECT DEPOSIT	500.00
WALGREENS	PC-RETIREMENT SUPPLIES-T RYBAR	12.87
		<u>12.87</u>
		\$ 13,583.31

POLICE

AARDVARK	SWAT VESTS	11,835.00
ABM SUPPLY	TACTICAL LADDER, TELESCOPIC	1,023.00
AUTEL ROBOTICS USA LLC	PC-DRONE SERVICE CONTRACT	458.00
BELLEVUE ANIMAL HOSPITAL	VET VISITS	179.32
BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	129.26
CABELA'S RETAIL INC	PC-SHOES FOR FBI TRAINING-JASHINSKE	128.99
CAPITAL CITY CONCEPTS, LLC	FEES AND EXPENSES-WAGE STUDIES	350.00
CITY OF PAPILLION	GREYKEY LICENSING	6,159.00
COMFORT INN	PC-LODGING FOR TRAINING-SHELL	192.00
COMFORT SUITES	PC-LODGING FOR TRAINING-CASS	2,237.40
COX BUSINESS SERVICES	2023/10/01-10/31 MONTHLY SERVICE	561.99
DEMANET BITE SUITS, LLC	POLICE BITE SUITS	1,790.00
DIGITAL INTELLIGENCE, INC	PC-RECOVERY DEVICE-CYBER CRIME EVIDENCE	11,607.38
DUSTIN S FRANKS	REIMB PER DIEM FOR AWARD PRESENTATION	88.50
EMOTIONAL INTELLIGENCE TRAINING CO	PC-EMOTIONAL TRAINING-STUCK	1,834.68
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	150,659.69
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - OCT 2023	557.32
GREAT PLAINS UNIFORMS	UNIFORM PATCHES-LARR, FRANKS	826.00
HILTON ANAHEIM	PC-LODGING FOR TRAINING-LARR, MILOS, SHELL	2,184.35
HOMES 2 SUITES BY HILTON	PC-LODGING FOR TRAINING-C BROWN	554.90
ICE MILLER LLP	SERVICES THRU AUG 31, 2023	14,715.90
INFOSAFE SHREDDING	ON-SITE SHREDDING SERVICE	120.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	158.64
LAFAYETTE INSTRUMENT CO	PC-DISPOSABLE ELECTRODES	96.35

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POLICE (cont'd)

LP POLICE	LOCATE PLAN-SEPTEMBER 2023	259.90
MARCUS LARR	REIMB PER DIEM FOR AWARD PRESENTATION	88.50
MENARDS	SUPPLIES	59.75
METROPOLITAN UTILITIES DIST	2023/09/02-10/04 MONTHLY SERVICE	380.18
MID-AM RACING CORP	HI SPEED CORNERING DRIVING TRAINING	250.00
MIDWEST LININGS	WINDOW TINTING-FORD	188.00
MYZONE, INC	CPS-WELLNESS PROGRAM	75.00
MYZONE, INC	PC-WELLNESS PROGRAM	75.00
OMAHA PUBLIC POWER DISTRICT	2023/09/12-10/11 MONTHLY SERVICE	5,485.40
PABLO SOLORIO	REIMB FOR DAMAGED PANTS	103.99
PORTABLE STORAGE OF NEBRASKA, LLC	CPS-POD RENTAL FOR EVIDENCE	(74.00)
SANDOVAL CUSTOM CREATIONS, INC	SURVEILLANCE POLE CAMERA	5,840.00
SHARP IMAGE INC	WINDOW TINTING-UNIT 711	168.00
SNAKESTAFF SYSTEMS, LLC	PC-MEDICAL SUPPLIES	399.40
SOUTHWEST AIRLINES	PC-AIR FARE FOR TRAINING-CLARY, JASHINSKE	571.95
SUPER SEER CORPORATION	MOTORCYCLE HELMETS	637.80
TIMOTHY MELVIN	REIMB PER DIEM FOR TRAINING	147.50
TOWNE PLACE SUITES	CPS-LODGING FOR TRAINING-JEZEK, SMUTNY	1,691.40
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	1,363.00
VERIZON WIRELESS	2023/08/24-09/23 MONTHLY SERVICE	921.54
VISTA PRINT	PC-BUSINESS CARDS	84.79
WEBSTAIRANT STORE	PC-EVIDENCE STORAGE BINS	332.80
WESTIN HOTELS & RESORTS	PC-LODGING FOR TRAINING-ANDHAL, BAILEY	1,819.00
		\$ 229,316.57

FIRE & RESCUE

AARON SPENCER	REIMB FINGERPRINTING FOR PARAMEDIC COURSE	48.13
AIRGAS USA, LLC	MEDICAL SUPPLIES	457.07
ANN HICKS	REIMB FOR SERVICE	50.00
BELLEVUE PRINTING COMPANY	ENVELOPES	273.80
BLACK HILLS ENERGY	2023/08/30-10/02 MONTHLY SERVICE	152.76
BODY BASICS FITNESS EQUIPMENT	FITNESS EQUIPMENT MAINTENANCE	348.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	8,145.88
COX BUSINESS SERVICES	2023/10/01-10/31 MONTHLY SERVICE	214.78
EC DATA SYSTEMS, INC	PC-SHARE OF FAX SERVER	7.95
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	102,771.68
FIRST WIRELESS, INC	LABOR	665.00
GRAINGER	LIQUID PROPANE HOSE	434.92
GREAT PLAINS UNIFORMS	UNIFORM PANTS-5 EMP	501.99
HORWATH LAUNDRY EQUIPMENT	WASHER REPAIR-DIST 3	220.60
INDUSTRIAL ORGANIZATIONAL SOLUTIONS,	TESTING MATERIALS-INTEGRITY	2,721.00
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINTENANCE	4,262.44
J P COOKE COMPANY	NOTARY STAMP	46.50
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	214.37
MARKING REFRIGERATION, INC	ICE MACHINE MAINTENANCE-DIST 2	2,188.50
METROPOLITAN UTILITIES DIST	2023/09/06-10/03 MONTHLY SERVICE	2,375.01
MILLARD APPLIANCE SERVICE, INC	REPAIR DRYER-DIST 3	199.00
NATIONAL FIRE PROTECTION ASSOCIATION	MEMBERSHIP DUES-GIFFORD	175.00
SANDRY FIRE SUPPLY, LLC	FIRE BOOTS FOR NEW HIRES	1,015.00
SHARI LENTSCH	REIMB TRAINING EXPENSES	391.07
TELEFLEX FUNDING, LLC	MEDICAL SUPPLIES	562.50
THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR Q1-JUL-SEP 2023	11,925.35
TRANSNET, LLC	TRANSCRIPTION SERVICE 2023/09/29-10/15	857.60
WELLCARE OF NEBRASKA	REIMB FOR SERVICE	120.86
WESTLAKE ACE HARDWARE	RING WAX BOWLS	8.97
ZOLL DATA SYSTEMS INC	FRMS & RMS MAINTENANCE	1,654.80
		\$ 143,010.53

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NON-DEPARTMENTAL/CONTRACTS

ABBY HIGHLAND	CONSULTANT - AUGUST 2023	1,062.50
AMERICAN NATIONAL BANK	ANB 1000 ACCT ANALYSIS CHG SEPT 2023	395.42
CENTURY LINK	2023/09/04-10/03 MONTHLY SERVICE	927.23
COX BUSINESS SERVICES	2023/10/01-10/31 MONTHLY SERVICE	281.98
FARMERS NATIONAL COMPANY	ALGEA TREATMENT-PIPER GLEN	300.00
FIRST NATIONAL INSURANCE COMPANY	FIDUCIARY, POLLUTION, WORKERS COMP, PROP CASUALTY INSURANCE	206,207.61
FORVIS, LLP	2023 AUDIT PROGRESS BILLING #1	12,000.00
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
HEARTLAND MARKETING & JUSTIN THOMS	SOCIAL MEDIA MANAGEMENT	3,858.21
LOCKTON COMPANIES, LLC	36TH EROSION CONTROL, FALL HARVEST	6,927.50
NEBRASKA WORKERS' COMP COURT	WELLNESS CONSULTING FEE-OCTOBER 2023	1,875.00
NE-DEPARTMENT OF REVENUE	ADMIN ASSESSMENT FEE	2,000.00
PM AM CORPORATION	2023/09 SALES TAX	32.59
QUADIENT, INC	ALARM FEES - SEP 2023	2,210.00
SCOTT WELCH	METER LEASES 2023/11/05-2024/02/04	270.00
TRISTAR	PC-MONTHLY WEB MAINTENANCE	125.00
	TRISTAR WORKERS COMP -SEPT 2023	31,192.62
		\$ 269,682.78

INFORMATION TECHNOLOGY

HOSTGATOR.COM	PC-MONTHLY DOMAIN CHARGE	69.95
BIG RED LOCKSMITHS	MASTER LOCKS	222.00
FIRST WIRELESS, INC	PRESELECTOR UHF ANTENNA	236.50
MOTOROLA SOLUTIONS, INC	RADIOS FOR POLICE, ANTENNAS, BATTERIES	33,613.15
ONE CALL CONCEPTS	LOCATES	1.60
OPERATIVE IQ	SOFTWARE UPGRADE-ENTERPRISE 5 2023/10/12-2024/10/11	1,500.00
SHI INTERNATIONAL CORP	EXTREME SOFTWARE, UPGRADE PORTS	42,594.00
TJ CABLE	LOCATES	50.00
VERTIV CORPORATION	UPS FOR CITY HALL	2,998.60
		\$ 81,285.80

2206 LONGO DR - NEW LIBRARY

C&E INDUSTRIES	CLEANING & SUPPLIES	7,982.20
CENTURY LINK	TELEPHONE 9.4-10.3	112.85
COX BUSINESS SERVICES	2023/8/27 - 9/26 SERVICE	126.82
JIFFY/LEVENSPN'S SUPPLY	SUPPLIES	645.81
LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU OCT 13,	4,188.67
METROPOLITAN UTILITIES DIST	2023/08/05 - 9/5 GAS & WATER	1,152.72
MMC MECHANICAL CONTRACTORS, INC	MAINTENANCE	1,904.45
OMAHA PUBLIC POWER DISTRICT	2023/07/21-8/22 SERVICE	7,983.33
PAPILLION SANITATION	2023/9/1-30 SERVICE	289.28
PRESTO-X	PEST CONTROL MAINT.	115.56
SCHUMACHER ELEVATOR COMPANY	ELEVATOR MAINTENANCE	534.89
SELDIN LLC	MAINTENANCE, POSTAGE, ELEVATOR MAINT	10,507.44
STERICYCLE	MONTHLY SERVICE	172.24
TAILORED LAWNS, INC	WEED CONTROL	325.00
THE GROUP DPC, LLC	CLEARING TENANT DEPOSITS	738.62
THIELE GEOTECH	BPW-2103611 LIBRARY MATERIAL TESTING	944.00
	2023/10/03-10/23	
TITANIUM FIRE SPRINKLER COMPANY	TITANIUM FIRE SPRINKLER CO	185.60
TRED-MARK COMMUNICATIONS	LIBRARY CABLE RELOCATE-DOWN PAYMENT	35,200.00
USG SERVICE	REPLACED LIGHTS IN BFP & VA LEAK	724.93
WATERLINK INC	MONTHLY WATER TREATMENT SERVICE	863.26
		\$ 74,697.67

MINUTE RECORD

CLAIMS FOR NOVEMBER 7, 2023

PAGE 9

WASTEWATER		
AMERICAN NATIONAL BANK	ANB 1034 ACCT ANALYSIS CHG SEPT 2023	51.50
AT&T MOBILITY	2023/10/08-11/07 MONTHLY SERVICE	673.25
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	50.13
CENTURY LINK	2023/10/04-11/03 MONTHLY SERVICE	267.84
CITY OF OMAHA	SEWER FEES-AUG 2023	570,776.00
CONCRETE SUPPLY, INC	CONCRETE	4,942.00
COX BUSINESS SERVICES	2023/10/01-10/31 MONTHLY SERVICE	83.39
COX BUSINESS SERVICES	2023/10/04-11/03 MONTHLY SERVICE	220.00
ECHO GROUP, INC	PC-MECHANICAL LUGS	20.28
ECHO GROUP, INC	PC-PARTS	22.90
EMBRIS GROUP LLC	BPW-230307 BLUFF LIFT STATION THRU	9,069.00
EMBRIS GROUP LLC	BPW-230611 OLD TOWNE REHAB 2023/09/01-2023/09/30	4,282.50
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2023	14,324.74
ES LIFT STATION MAINTENANCE	ANNUAL LIFT STATION AUDIT	750.00
HAMMERHEAD TRENCHES	POINT REPAIR, WINTER	12,833.00
KERSTEN PRECAST CONCRETE LLC	BARRELS, CONES	1,470.00
MENARDS	PC-BOTTLED WATER, GLOVES, WAND, SUPPLIES	914.19
MENARDS	CLAMPS, SEALING COMPOUND, MARINE OIL	26.79
MENARDS - WISCONSIN	PC-ROTARY LASER LEVEL	785.33
METROPOLITAN UTILITIES DIST	2023/09/07-10/04 MONTHLY SERVICE	221.33
MOTION INDUSTRIES	CONNECTOR LINK	1.85
NAPA AUTO PARTS	PC-CONNECTORS	13.49
OMAHA SLINGS	WIRE ROPE SLING	570.17
POWERPLAN	REPAIR JD 310K	4,245.21
RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY SHOES (13 EMP)	361.99
SARPY COUNTY & CITIES WASTEWATER	BPW-230308-EXT FORCE MAIN-APP 8,9,10,11	244,887.05
UNITED RENTALS (NORTH AMERICA), INC	SHORING RENTAL-GRANDVIEW	1,977.08
		<u>\$ 873,841.01</u>
ECONOMIC DEVELOPMENT -LB 814		
JUSTIN THOMS	HYDA FARM-34 & 75 DISKING WEEDS	925.00
		<u>\$ 925.00</u>
COMMUNITY BETTERMENT		
NEBRASKA DEPARTMENT OF REVENUE	QRTLTY LOTTERY TAX 51-C 2023Q4 09/30/23	35,331.00
		<u>\$ 35,331.00</u>
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	CONSULTANT EXPENSES-OCT 1-6, 2023	4,516.32
BELLEVUE JR SPORTS ASSOCIATION	SCHOLARSHIP PROGRAM-4TH QUARTER	915.00
		<u>\$ 5,431.32</u>
FEDERAL FORFEITURES		
VERIZON WIRELESS	2023/08/22-09/21 MONTHLY SERVICE	563.22
		<u>\$ 563.22</u>
G.O. BONDS		
UMB BANK - TRUST OPERATIONS	2023/10/13 BOND PAYMENT- SID 289	30,000.00
UMB BANK - TRUST OPERATIONS	UMB PAYING AGENT FEE 2022/10/01 THRU 2023/09/30 PSTAB2021	300.00
UMB BANK - TRUST OPERATIONS	2023/10/13 BOND PAYMENT: SID 289	457.50
UMB BANK - TRUST OPERATIONS	UMB PAYING AGENT FEE 2022/10/01 THRU 2023/09/30 GORB2021	300.00
		<u>\$ 31,057.50</u>
	TOTAL CLAIMS FOR NOVEMBER 7, 2023	<u>\$ 2,497,956.13</u>
	TOTAL PAYROLL FOR OCTOBER 27, 2023	<u>\$ 1,876,408.39</u>

9a.
11/7/2023



City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 292-3023

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name and contact information and the topic. The matter will be reviewed and forwarded to the city staff for appropriate action or scheduled for a future meeting of the City Council, as may be necessary. You will be notified of any staff recommendation or action take on your request or when the matter will be presented to the City Council for consideration.

Name: Kyle Rhone

Address: 1908 Madision Street

Telephone Number: 501-707-7775 Email Address: kbrhone@gmail.com

Date Submitted: 10/19/23 Date of Requested City Council Meeting: Nov 7, 2023

Description of Requested Topic:

The duties of Citizenship and the current Economic Development Plan.

For Office Use Only:

Date of City Council Meeting: 11-7-23

Applicant Contacted: 10/24/23



City of Bellevue
Office of the City Administrator
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 292-3023

TOPIC FOR CONSIDERATION FOR CITY COUNCIL AGENDA

If you have a specific topic that you would like the City Council to consider at a future meeting, please list your name and contact information and the topic. The matter will be reviewed and forwarded to the city staff for appropriate action or scheduled for a future meeting of the City Council, as may be necessary. You will be notified of any staff recommendation or action take on your request or when the matter will be presented to the City Council for consideration.

Name: Rebecca Zurcher

Address: 219 W. Mission

Telephone Number: 402-291-2454 Email Address: _____

Date Submitted: 10/30/23 Date of Requested City Council Meeting: 11/07/23

Description of Requested Topic:

City direction and plan.

For Office Use Only:

Date of City Council Meeting: 11/7/23

Applicant Contacted: 11/1/23

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

**10a.
11/7/2023**

COUNCIL MEETING DATE: 11/07/2023		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application for new Manager for Barbara K. Cooper for Apple Bellevue LLC dba "Applebee's Neighborhood Grill and Bar" located at 10402 South 15th Street Bellevue, NE 68123.

SYNOPSIS/BACKGROUND:

Manager application received for Kevin M. Ames at 2208 Pratt Avenue, Bellevue, NE 68123. Application was turned directly into the Nebraska Liquor Control Commission (NLCC) by the applicant. NLCC forwards the application to the City Clerk's Office. The City Clerk sends the application to Bellevue Police Department for review. The City Clerk then submits the application to the City Council for their review and recommendation to the NLCC. The recommendation is then forwarded to the NLCC for approval or denial.

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:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Barbara K. Cooper as the new Manager for Apple Bellevue LLC dba "Applebee's Neighborhood Grill and Bar" located at 10402 South 15th Street Bellevue, NE 68123.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink]



Jim Pillen
Governor

STATE OF NEBRASKA

NEBRASKA LIQUOR CONTROL COMMISSION

Hobert B. Rupe
Executive Director
301 Centennial Mall South
P.O. Box 95046
Lincoln, Nebraska, 68509-5046
Phone (402) 471-2571
Fax (402) 471-2814 or (402) 471-2374
TRS USER 800-833-7352 (TTY)
Web Address <https://www.lcc.nebraska.gov>

Today's Date: October 25, 2023
From: Ashley Martin (Ashley.Martin@Nebraska.Gov)
To: City Clerk of Bellevue

I have attached a copy of a new corporate manager application submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation.

Licensee Name: Apple Bellevue, LLC
Trade Name (DBA): Applebee's Neighborhood Grill & Bar
License Number: I - 123599
Manager Name: Barbara K. Cooper
Due Date: December 11, 2023

- APPROVED
- NO LOCAL RECOMMENDATION
- DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

Clerk's Name: _____ Date: _____

Kim Lowe
Commissioner

Bruce Bailey
Chairman

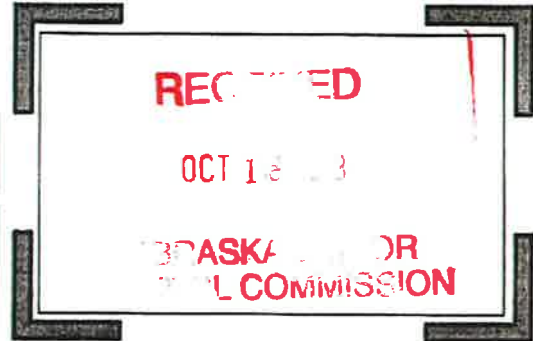
Harry Hoch
Commissioner

MANAGER APPLICATION FORM 103

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

License
Class: Class I

License Number:
123599



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Apple Bellevue, LLC

PREMISES INFORMATION

Premises Trade Name/DBA: Applebee's Neighborhood Grill & Bar

Premises Street Address: 10402 S. 15th St.

City: Bellevue

County: Sarpy

Zip Code: 68123

Premises Phone Number: 316-633-8589

Premises Email address: licensing@thriverg.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



2300010493

MANAGER INFORMATION

Last Name: Cooper First Name: Barbara MI: K

Home Address: 5904 S. 98th Plz, IA

City: Omaha County: Douglas Zip Code: 68127-3500

Home Phone Number: 402-936-2056



Email address: bcooper@thrivers.com

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

YES NO

Spouse's information

Spouses Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____

Driver's License Number: _____

Date of Birth: _____ Place of Birth: _____

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

APPLICANT			SPOUSE		
CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
8104 S. 87th St A20 LaVista, NE 68128	2016	2019			
715 Shamrock Rd Papillion, NE 68046	2013	2016			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2001	Present	Applebee's	Jeff Graham	316-393-5831
1999	2001	Ma + Pa's Kettle	Neal Slaughter	Unknown

I. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

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

*For list of NLCC Certified Training Programs see [training](#)

Experience:

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

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

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

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

Must be signed by applicant and spouse.



Signature of APPLICANT



Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

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

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/psp
Or a check made payable to **NSP** can be mailed directly to the following address:
*****Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License*****
The Nebraska State Patrol – CID Division
4600 Innovation Drive
Lincoln, NE 68521

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

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

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

Trade Name Applebee's, Legacy Apple

Name of Person Being Fingerprinted: Barbara K Cooper

Date fingerprints were taken: 10-6-23

Location where fingerprints were taken: Sarpy County

How was payment made to NSP?

NSP PAYPORT CASH CHECK SENT TO NSP CK # _____

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

Barbara K Cooper

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

Nebraska Secretary of State

APPLE BELLEVUE, LLC

Wed Oct 25 09:27:37 2023

SOS Account Number

2010142652

Status

Active

Principal Office Address

1877 N. ROCK RD.

WICHITA, KS 67206

USA

Registered Agent and Office Address

C T CORPORATION SYSTEM

5601 SOUTH 59TH STREET

LINCOLN, NE 68516

Nature of Business

Not Available

Entity Type

Foreign LLC

Qualifying State: KS

Date Filed

Oct 06 2020

Next Report Due Date

Jan 01 2025

Filed Documents

Filed documents for APPLE BELLEVUE, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Foreign Certificate of Authority	Oct 06 2020	\$1.80 = 4 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Feb 04 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Mar 03 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Statement of Change	Mar 21 2023	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)

[↑ Back to Top](#)



[Back to Lookup](#) / [Registrant Detail](#)

Barbara K Cooper

Political Party: Democratic
Precinct: 05-02

Election Details

11/08/2022 2022 General Election



We did not find an absentee or provisional ballot associated with this election (may not be available after certification). Note: This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot was accepted and counted.

Polling Location

Autism Center of Nebraska

9012 Q Street Omaha, NE 68127



Ballot Styles

128

Districts

Show

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

**10b.
11/7/2023**

COUNCIL MEETING DATE: 11/07/2023		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:	CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input checked="" type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER
			<input type="checkbox"/>	<input type="checkbox"/>

SUBJECT:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for FJ Guys Inc. dba "Sakai Sushi" located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005 and Qin Hang Shi as Manager.

SYNOPSIS/BACKGROUND:

New application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for FJ Guys Inc. dba "Sakai Sushi" located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005 and for Qin Hang Shi as Manager. Applications are received directly by the Nebraska Liquor Control Commission (NLCC) from the applicant. The NLCC forwards the application to the City Clerk's Office. The Clerk publishes a hearing notice and routes the application for review by the Police and Planning Department. The application is then reviewed by the City Council for their recommendation to the NLCC. The City Clerk forwards the City Council's recommendation to the NLCC for final approval (if there are no issues).

FISCAL IMPACT: \$765.00/year BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT TERM: _____ CONTRACT END DATE: _____

PROJECT NAME: _____

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

CIP PROJECT NAME: _____ CIP PROJECT NUMBER: _____

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

ACCOUNTING DISTRIBUTION CODE: _____ ACCOUNT NUMBER: _____

RECOMMENDATION:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for FJ Guys Inc. dba "Sakai Sushi" located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005 and Qin Hang Shi as Manager.

ATTACHMENTS:

1. Application 2. Police, Planning & Clerk Reports 3. _____

4. _____ 5. _____ 6. _____

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____

[Handwritten signatures in blue ink]

**LIQUOR LICENSE APPLICATION REPORT
CITY OF BELLEVUE
PLANNING DEPARTMENT**

DATE OF CITY COUNCIL PUBLIC HEARING: November 7, 2023

DATE REPORT DUE TO CITY CLERK: October 26, 2023

APPLICANT: FJ Guys Inc. dba Sakai Sushi

ADDRESS: 555 Cornhusker Road Suite 203, Bellevue, NE 68005

REQUESTED ACTION: Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for FJ Guys Inc. dba Sakai Sushi dba Sakai Sushi located at 555 Cornhusker Road Suite 203, Bellevue, NE 68005 and Qin Hang Shi as Manager.

BACKGROUND: _____

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

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

EXISTING ZONING: BG (General Business District)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial

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

ADJACENT LAND USE AND ZONING:

NORTH: Vacant (across Cornhusker Rd), BG

SOUTH: General Residential (Richmont Terrace), RG-20 and RG-50

EAST: Commercial (Strip mall), BG

WEST: Industrial (Dino-s Storage), MH

DISTANCE FROM SCHOOL (if applicable): N/A

DISTANCE FROM COLLEGE (if applicable): _____ N/A _____

DISTANCE FROM CHURCH (if applicable): _____ N/A _____

IMMEDIATE NEIGHBORHOOD/AREA LAND USES: The area is a mixture of commercial businesses to the east, industrial to the west, vacant on the north across Cornhusker Rd., and general residential (Richmont Terrace) to the south.

NUMBER OF PARKING SPACES REQUIRED: _____ N/A _____ **PROVIDED:** _____ N/A _____

ANALYSIS OF NEIGHBORHOOD EFFECTS: _____

TRAFFIC: There is no traffic impact expected.

STREET/ACCESS: There is no street impact expected.

PEDESTRIAN: There is no pedestrian impact expected.

NOISE: There is no noise impact expected.

LIGHTING: There is no lighting impact expected.

GENERAL COMMENTS: This is a commercial area that would accommodate on sale liquor sales.

LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: FJ Guys Inc. dba Sakai Sushi

Location/Address: 555 Cornhusker Road Suite 2023 City: Bellevue State: NE Zip: 68005

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for FJ Guys Inc. dba Sakai Sushi located at 555 Cornhusker Road Suite 2023, Bellevue, NE 68005 and Qin Hang Shi as Manager.

Date Application Received: 10/11/2023

Final Date Hearing can be held: (45 days from receipt): 11/25/2023

Date Advertised (not less than 7 nor more than 14 days): 10/18/2023

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	<u>2</u>
Class B (Beer off sale only):	<u> </u>
Class C (Alcoholic liquor, on and off sale):	<u>24</u>
Class CK (Alcoholic liquor, on and off sale/Catering):	<u>4</u>
Class D (Alcoholic liquor, off sale only):	<u>26</u>
Class DK (Alcoholic liquor, off sale only/Catering):	<u>1</u>
Class I (Alcoholic liquor on sale only):	<u>28</u>
Class IK (Alcoholic liquor on sale only/Catering):	<u>2</u>

Total: 87

**NOTICE OF PUBLIC HEARING ON APPLICATION
FOR A CLASS "I" LIQUOR LICENSE & MANAGER**

Notice is hereby given that FJ Guys Inc. dba "Sakai Sushi" has applied for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 555 Cornhusker Road, Bellevue, NE 68005 and Qin Hang Shi as Manager.

A public hearing on the application will be held at the City Council meeting on November 7, 2023, beginning at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

If special accommodations are required, please contact the City Clerk at (402)293-3007 at least twenty-four hours prior to the meeting.

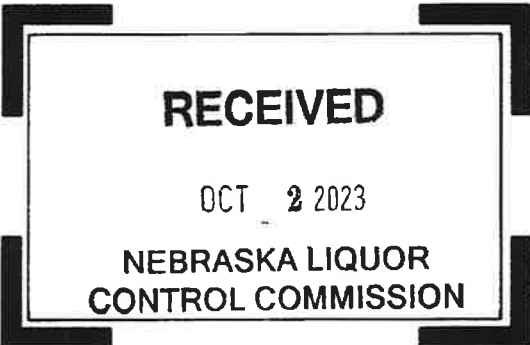
Susan Kluthe
Bellevue City Clerk

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST RETAIL**

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

License Class: I

License Number:
126028



Office Use Only

NEW REPLACING _____ TOP Yes / No

Hot List Yes / No Initial: KF

PLEASE READ CAREFULLY

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

APPLICANT NAME QinHang "Johnny" Shi FJ Guys Inc.

TRADE (DBA) NAME Sakai Sushi

PREVIOUS TRADE (DBA) NAME FJ Guys, Inc. d/b/a Sakai Sushi

CONTACT NAME AND PHONE NUMBER QinHang "Johnny" Shi 402-813-366 Mobile

CONTACT EMAIL ADDRESS attorney1@cox.net

⊖
⊖

3-31-2030

Please attach
Qinhang Business Plan
Business Plan

PAYMENT TYPE <u>Payoff</u> AMOUNT <u>\$400.</u> RECEIVED RECEIVED <u>9/9/23</u> DATE DEPOSITED	<p>2300010204</p>
---	-------------------

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB.
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name James E. Kelley Phone Number 402-319-6525

Firm Name Kelley & Associates

Email address Attorney1@cox.net

Should we contact you with any questions on the application? YES NO

PREMISES INFORMATION

Trade Name (doing business as) Sakai Sushi

Street Address 555 Cornhusker Road, Suite 203

City Bellevue County Sarpy 59 Zip Code 68005 + 7909

Premises Telephone number 531-772-0395

Business e-mail address glcoa1314@hotmail.com Qin Hang Shi (Johnny)

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

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name Same as above.

Street Address _____

City _____ State _____ Zip Code _____

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 238' 6" x width 60' in feet

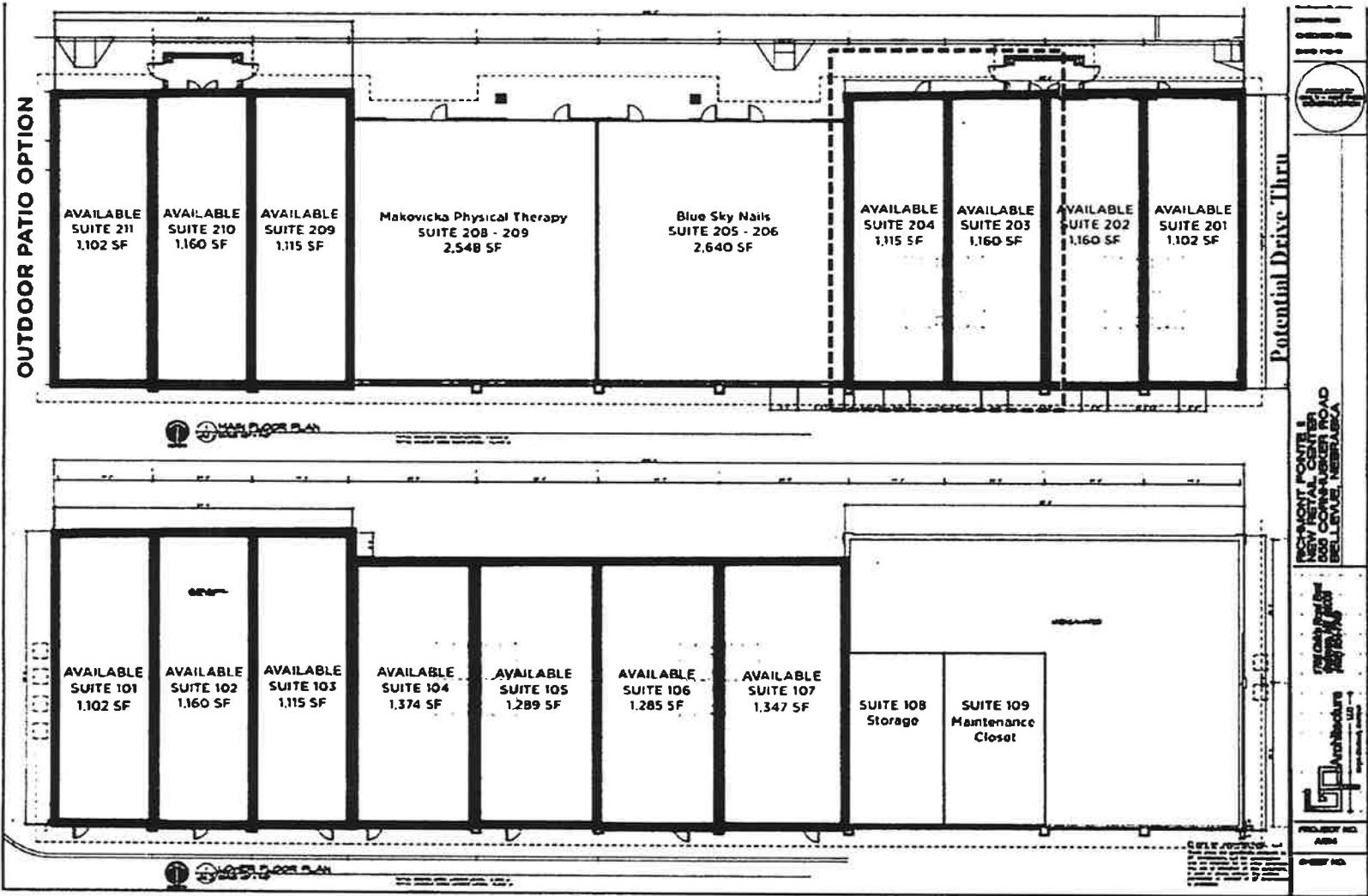
Is there a basement? Yes _____ No If yes, length _____ x width _____ in feet

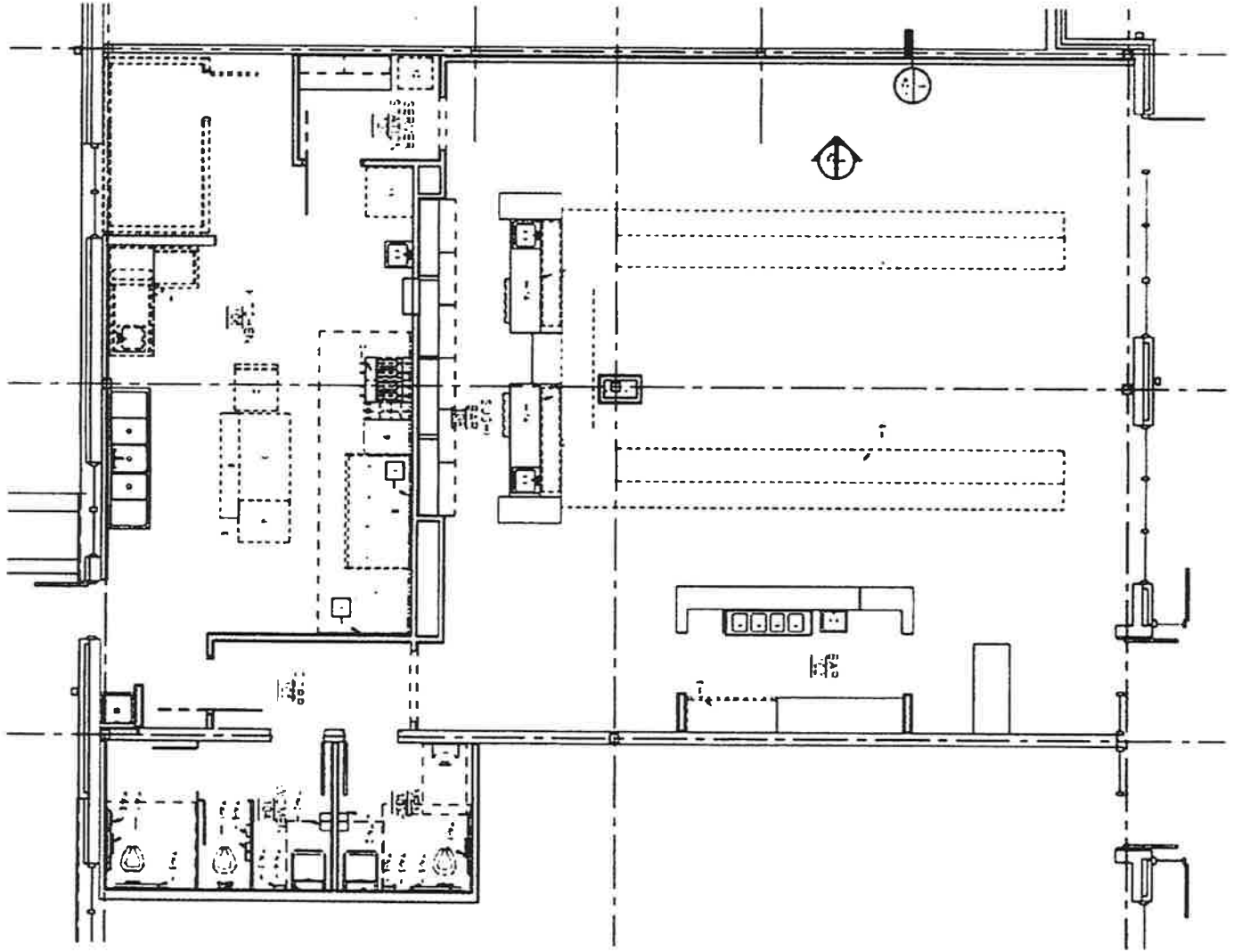
Is there an outdoor area? Yes _____ No If yes, length _____ x width _____ in feet+

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 2

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





APPLICANT INFORMATION

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

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

_____ YES _____ NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
NONE				

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

_____ YES _____ NO

If yes, provide business name and license number _____

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

_____ YES _____ NO

If yes, give name of business and liquor license number _____

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

_____ YES _____ NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement _____

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

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

_____ YES NO

If yes, list the lender(s) _____

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

_____ YES NO

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

No silent partners 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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

_____ YES NO

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

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

_____ YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

_____ YES NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

First National Bank: i. Qin Hang Shi ii. Tommy Pang iii. Yan Yong Wang iv. Guo Hua Weng

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

Qin Hang "Johnny" Shi: Owner / Operator of two active restaurants with liquor licenses.

(Dragon Café: 2008 to Current and Yamato Sushi Train: 2018 to Current)

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

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

NLCC certified training program completed

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
QinHang Shi	6/8/17	Certified Alcohol Server

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
QinHang Shi Owner/Operator	2002- Present	Dragon Cafe (059160), Papillion NE
QinHang Shi Owner/Operator	2018 to Current	Yamato Sushi Train (121746), Omaha NE

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date 3/31/2030
 Deed
 Purchase Agreement

14. When do you intend to open for business? 11/1/2023

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

16. What are the anticipated hours of operation? Sunday: 11:00 am to 9:30 pm Mon through Thurs 11:00 am to 10:30 pm Fri and Sat 11:00 am to 10:30 pm

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
QinHang Shi Omaha, NE	2007	2023	Ling Ling Tang, Omaha NE	2009	2023
			Ling Ling Tang, Brooklyn NY	2007	2009

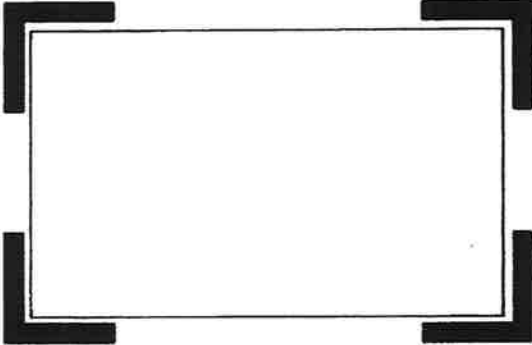
If necessary, attach a separate sheet

MANAGER APPLICATION FORM 103

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

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business. the spouse must meet the same requirements as the manager applicant:

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: F J Guys, Inc.

PREMISES INFORMATION

Premises Trade Name/DBA: Sakai Sushi

Premises Street Address: 555 Cornhusker Road, Suite 203

City: Bellevue County: Sarpy Zip Code: 68005

Premises Phone Number: 531-772-0395

Premises Email address: SakaiSushiTrain@gmail.com

[Signature] 4/27/23

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



MANAGER INFORMATION

Last Name: Shi First Name: Qin Hang MI: _____
Home Address: 6139 South 102nd Street
City: Omaha County: Douglas Zip Code: 68127
Home Phone Number: 402-515-0168
Driver's License Number: _____
Social Security Number: _____
Date of Birth: _____ Place of Birth: China
Email address: qhs0168@gmail.com

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

YES NO

Spouse's information

Spouses Last Name: Tang First Name: Ling Ling MI: _____
Social Security Number: _____
Driver's License Number: None
Date of Birth: _____ Place of Birth: China

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Qin Hang Shi, Omaha NE	2007	2017	Ling Ling Tang, Omaha NE	2009	2017
			Ling Ling Tang, Brooklyn NY	2007	2009

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2002	2023	Dragon Cafe	None - Owner	402-597-6169
2017	2023	Yamato Sushi	None - Owner	402 934 8898

I. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
None				

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

YES NO

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

Dragon Cafe, La Vista NE; Yamato Sushi, Omaha NE

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

YES NO

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

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Qin Hang Shi	06/2017	Certified Alcohol Server

*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Owner / Operator Dragon Cafe	2002 - Present	Dragon Cafe (059160) 8078 84th St. La Vista NE 68128
Owner / Operator Yamato Sushi	2017 - Present	Yamato Sushi 7425 Pacific St. Omaha NE 68114

5. Have you enclosed Form 147 regarding fingerprints?

YES NO

PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY

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

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

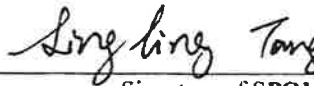
Must be signed by applicant and spouse.



Signature of APPLICANT

Qin Hang Shi

Printed Name of APPLICANT



Signature of SPOUSE

Ling Ling Tang (Form 116 Submitted)

Printed Name of SPOUSE

Sakai Sushi

BUSINESS PLAN

Prepared by:

Qin Hang "Johnny" Shi,
Tommy D. Pang,
Yan Yong Wang, and
Gua Hua Weng

555 Cornhusker Rd, Suite 203
Bellevue, Nebraska 68005
Business: 531-772-0395
Primary Contact Johnny: 402-813-3666

I. EXECUTIVE SUMMARY

Sakai Sushi (referred to from hereon in as the "Company") was established as a Nebraska C-corporation (NE Filing ID: 2208161418) at 555 Cornhusker Rd, Suite 203, Bellevue, Nebraska 68005. The business was established with the expectation of rapid expansion in the restaurant industry and to leverage a perceived opportunity for a unique sushi train style restaurant to serve the Bellevue / Papillion area.

Business Description

The Company was formed as C-corporation under Nebraska state laws and headed by Qin Hang "Johnny" Shi. The owners of the business are Johnny, Tommy D. Pang, Yan Yong Wang, and Gua Hua Weng.

Qin Hang "Johnny" Shi is a serial entrepreneur and current owner of two other restaurants in the Omaha metropolitan area: Dragon Cafe (Papillion NE) and Yamato Sushi Train (Omaha NE).

The Company will employ New Business and does not have any current employees. After business opening, it is anticipated that at that there will be at least six (6) full time employees and several part-time employees.

Management Team

The Company has assembled an experienced management team. Each of the owners is an experienced entrepreneur in their own right. Their combined knowledge, experience and capital backing provide the new business with a deep knowledge base and a high probability of success.

Operations Director: Johnny Qin Hang Shi

Johnny provides extensive market knowledge and years of restaurant experience. Most relevant is his direct knowledge and ownership of similar sushi restaurants in the Omaha

metropolitan area.

Business Mission

To offer the best family-oriented sushi and Asian food in our relevant marketplace.

Product

The Company's primary product will be Sushi and Asian Cuisine: Sakai Sushi is a sushi train style of restaurant and will offer the freshest and highest quality artisan made sushi and Asian cuisine. The beauty, variety and freshness of our product offering combined with the novelty of the "train style" delivery system will be a strong differentiator in the marketplace

II. BUSINESS SUMMARY

Industry Overview

In the United States, the restaurant (Food and Drink) industry represented \$976 billion dollars in sales for 2022. The 2023 forecast for restaurant revenue is \$997 billion dollars.

Research shows that consumers in this industry primarily focus on the following factors when making purchasing decisions:

- Quality
- Convenience, and
- Uniqueness / Entertainment

Sakai Sushi will be the only sushi train style sushi restaurant in the Bellevue / Papillion Nebraska area. This unique offering provides entertainment through both the diversity of the offering and the actual movement of the offering on the train style carousel. This combined with the beauty and freshness of the artisan crafted offering will delight young and old. More directly, our offering will address directly each of the motivating factors for customer selection and purchase.

Combined with a commitment to quality service and the maintenance of a aesthetically pleasing and clean environment. Sakai Sushi will stand out in the competitive marketplace.

Market Competition

There are two other restaurants in Bellevue that offer sushi: Jade Palace and Umami. Both restaurants are within two miles of Sakai Sushi. While they offer relevant competition, our unique offering, train style delivery and high quality will offer clear differentiation points.

Regardless of the competition, the population density combines with the demographic profile of the area offer more than enough opportunity for all these businesses to thrive.

III. MARKETING SUMMARY

Target Markets

The Company's major target markets are as follows:

The target market is the Bellevue / Papillion area.

Bellevue 2023 Population: 62,600

Papillion 2023 Population: 23,645

The estimated number of potential clients within the Company's geographic scope is 86,245. Even in light of the market instability inflation and the associated reduction in discretionary income noted in 2022. The team believes that there is still enough market potential to survive and thrive in the Bellevue / Papillion market.

Promotional Strategy

The Company will promote sales using the following methods:

- Sakai Sushi plans to leverage radio advertising and relevant market fliers to advertise the new business. The team is also considering leveraging Cox Cable relevant market advertising.
- Following the Grand Opening and initial marketing blast. Word of Mouth will be a key component of our marketing. To that end, we are committed to ensure that each and every dining experience is of the highest quality and that our guest enjoy their experience.
- As the business grows, we will continue to advertise in the media that offers us the highest return on our marketing investment.

Services

High quality products, beauty in presentment and first-rate service are intended to be the focus of the Company and the cornerstones of the brand's success. All clients will receive the highest quality product and conscientious, one-on-one, timely service in all capacities, be they dinning experience, transactions, conflicts, or complaints. This commitment to excellence in product, delivery and overall customer satisfaction is expected to create a loyal brand following and return business.

Business Opening Date

The Grand Opening for Sakai Sushi is planned for November 1st 2023.

Planned Business Hours

Sunday:	11:00 a.m. to 9:30 p.m.
Mon. through Thurs.	11:00 a.m. to 10:30 p.m.
Fri. and Sat.	11:00 a.m. to 10:30 p.m.

IV. FINANCIALS

12-Month Profit and Loss Projection

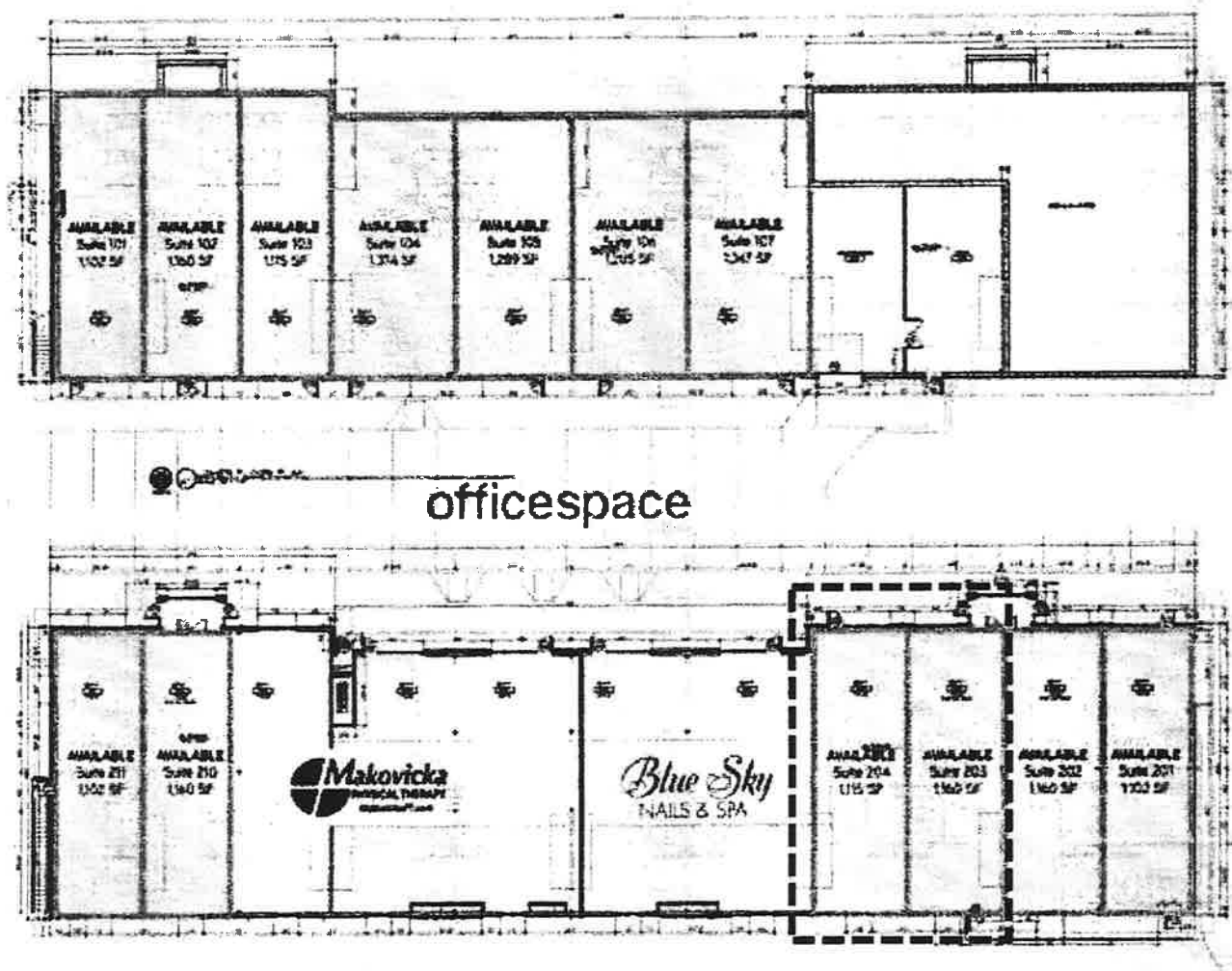
Monthly expense for salaries and overhead (projected):	\$60,000 to \$70,000.
Revenue and sales for first year of business (projected):	\$1 to \$1.2 Million
Gross profit for first year of business (projected):	\$200,000.

Financial Year

Sakai Sushi will operation on a Calendar Year (January to December).

APPENDIX

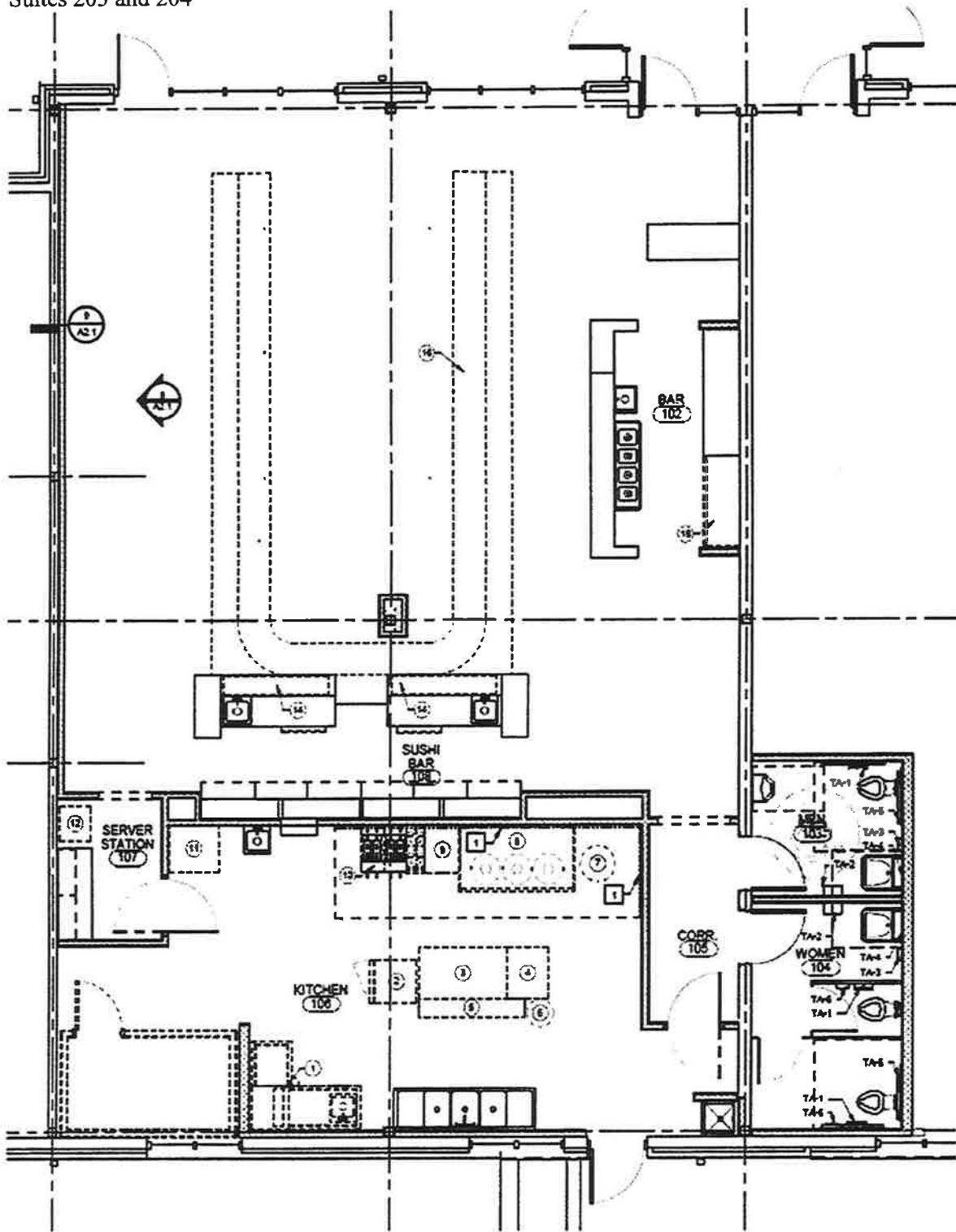
Information on Location and Planned Layout of the Business



Building Total Square Feet: 24,678



Suites 203 and 204



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

**10c.
11/7/2023**

COUNCIL MEETING DATE: 11/07/2023		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for SNAP! Productions, dba "SNAP! Productions" located at 2221 Thurston Circle, Bellevue, NE 68123 and Todd J. Brooks as Manager.

SYNOPSIS/BACKGROUND:

New application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for SNAP! Productions dba "SNAP! Productions" located at 2221 Thurston Circle, Bellevue, NE 68123 and for Todd J. Brooks as Manager. Applications are received directly by the Nebraska Liquor Control Commission (NLCC) from the applicant. The NLCC forwards the application to the City Clerk's Office. The Clerk publishes a hearing notice and routes the application for review by the Police and Planning Department. The application is then reviewed by the City Council for their recommendation to the NLCC. The City Clerk forwards the City Council's recommendation to the NLCC for final approval (if there are no issues).

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <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:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for SNAP! Productions, dba "SNAP! Productions" located at 2221 Thurston Circle, Bellevue, NE 68123 and Todd J. Brooks as Manager

ATTACHMENTS:

1. <input type="text" value="Application"/>	2. <input type="text" value="Police, Planning & Clerk Reports"/>	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: _____

Aimee Bergall


**LIQUOR LICENSE APPLICATION REPORT
CITY OF BELLEVUE
PLANNING DEPARTMENT**

DATE OF CITY COUNCIL PUBLIC HEARING: October 2, 2023

DATE REPORT DUE TO CITY CLERK: October 20, 2023

APPLICANT: SNAP! Productions

ADDRESS: 2221 Thurston Circle, Bellevue, NE 68005

REQUESTED ACTION: Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for SNAP! Productions, dba "SNAP! Productions" located at 2221 Thurston Circle, Bellevue, NE 68005 and Todd J. Brooks as Manager.

BACKGROUND: _____

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

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

EXISTING ZONING: BGH (Heavy General Business District)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial

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

ADJACENT LAND USE AND ZONING:

NORTH: Commercial, BGH

SOUTH: Commercial (Royal Inn), BG

EAST: Commercial (Immanuel Evangelical Lutheran Church), BG-PS

WEST: Vacant (across Fort Crook Rd. N.), BG

DISTANCE FROM SCHOOL (if applicable): N/A

DISTANCE FROM COLLEGE (if applicable): N/A

DISTANCE FROM CHURCH (if applicable): Approximately 700 feet.

IMMEDIATE NEIGHBORHOOD/AREA LAND USES: This area consists of commercial properties. Mejia Roofing and Contracting is north of the property, Royal Inn to the south, Immanuel Evangelical Lutheran Church to the east, and a vacant commercial lot to the west across Fort Crook Road North.

NUMBER OF PARKING SPACES REQUIRED: N/A **PROVIDED:** N/A

ANALYSIS OF NEIGHBORHOOD EFFECTS: _____

TRAFFIC: There is no traffic impact expected.

STREET/ACCESS: There is no street/access impact expected.

PEDESTRIAN: There is no pedestrian impact expected.

NOISE: There is no noise impact expected.

LIGHTING: There is no lighting impact expected.

GENERAL COMMENTS: This is a commercial area that would accommodate on sale liquor sales.

LIQUOR LICENSE APPLICATION REPORT

City Clerk

Applicant: SNAP! Productions

Location/Address: 2221 Thurston Circle City: Bellevue State: NE Zip: 68005

Requested Action:

Recommend approval of an application for a Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, for SNAP! Productions, dba "SNAP! Productions" located at 2221 Thurston Circle, Bellevue, NE 68005 and Todd J. Brooks as Manager.

Date Application Received: 10/2/2023

Final Date Hearing can be held: (45 days from receipt): 11/16/2023

Date Advertised (not less than 7 nor more than 14 days): 10/25/2023

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	<u>2</u>
Class B (Beer off sale only):	<u> </u>
Class C (Alcoholic liquor, on and off sale):	<u>24</u>
Class CK (Alcoholic liquor, on and off sale/Catering):	<u>4</u>
Class D (Alcoholic liquor, off sale only):	<u>26</u>
Class DK (Alcoholic liquor, off sale only/Catering):	<u>1</u>
Class I (Alcoholic liquor on sale only):	<u>28</u>
Class IK (Alcoholic liquor on sale only/Catering):	<u>2</u>

Total: 87

APPLICATION FOR LIQUOR LICENSE CHECKLIST RETAIL

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

License Class: I

License Number:
126015




Office Use Only
NEW / REPLACING _____ TOP Yes / No
Hot List Yes / No _____ Initial: CA

PLEASE READ CAREFULLY

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

APPLICANT NAME Todd Brooks - SNAP! Productions
TRADE (DBA) NAME SNAP! Productions
PREVIOUS TRADE (DBA) NAME N/A
CONTACT NAME AND PHONE NUMBER Todd Brooks 402-468-5543
CONTACT EMAIL ADDRESS Brooks1965@aol.com

<u>Payport</u> <u>\$400.-</u> <u>9/20/23</u>	 2300009754
--	--

DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
 - Individual License (Form 104)
 - Partnership License (Form 105)
 - Corporate License (Form 101 & Form 103)
 - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
 - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
 - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
 - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
 - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY**
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE**
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY**
- F BOTTLE CLUB.
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES NO
- J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120
- AB BEER, ON AND OFF SALE
- AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE
- IB BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY
- Class K Catering endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

**Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES NO

ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Name _____ Phone Number _____

Firm Name _____

Email address _____

Should we contact you with any questions on the application? YES NO

PREMISES INFORMATION

Trade Name (doing business as) SNAP! Productions

Street Address 2221 Thurston Circle

City BelleVue, NE County Sarpy Zip Code 68005-2157

Premises Telephone number 402-968-5543

Business e-mail address Brooks1965@aol.com

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

MAILING ADDRESS (where you want to receive mail from the Commission)

Check if same as premises

Name SNAP! Productions

Street Address PO Box 8464

City Omaha State NE Zip Code 68108-6464

DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)
INDICATE THE DIRECTION OF NORTH

Building length 110 x width 24 in feet

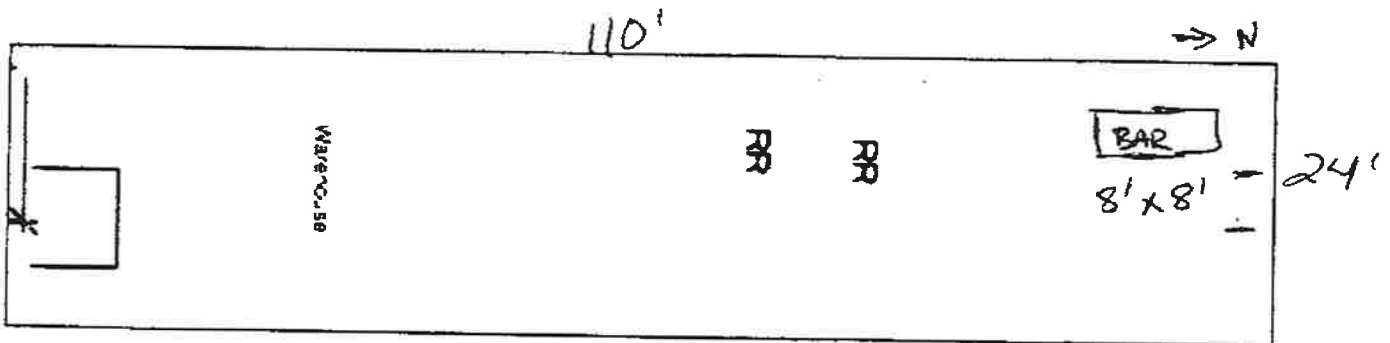
Is there a basement? Yes No If yes, length _____ x width _____ in feet

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

*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

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



APPLICANT INFORMATION

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

~~Include traffic violations.~~ Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES NO If yes, please explain below or attach a separate page

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

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

YES NO

If yes, provide business name and license number _____

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

YES NO

If yes, give name of business and liquor license number _____

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

~~YES~~ NO

If yes

a) Attach temporary operating permit (TOP) (Form 125)

a) Submit a copy of the business purchase agreement _____

b) Include a list of alcohol being purchased, list the name brand, container size and how many _____

c) Submit a list of the furniture, fixtures and equipment _____

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

YES NO

If yes, list the lender(s) _____

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

YES NO

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

No silent partners 019.01E Silent Partners: Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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

YES NO

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

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

YES NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 - CHURCH OR FORM 135 - CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

YES NO

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

US Bank - Todd Brooks, Mark Van Kekerix, Stephanie Hodges

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

N/A

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

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

NLCC certified training program completed

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

Experience

Applicant Name/Job Title	Date of Employment	Name & Location of Business
Taxi Buses / Bar manager	11/195 - 8/1/17	3225 California St. Shelburne Theatre

13. If the property is owned, submit a copy of the deed or proof of ownership. If leased, submit a copy of the lease covering the entire license year.

Documents must be in the name of applicant as owner or lessee

Lease expiration date August 31, 2028
 Deed
 Purchase Agreement

14. When do you intend to open for business? now

15. What will be the main nature of business? Theater Arts

16. What are the anticipated hours of operation? Evening, and Week ends during shows

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

RESIDENCES FOR THE PAST 10 YEARS					
APPLICANT CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Omaha, NE	1976	2023	Omaha, NE	1980	2023

If necessary, attach a separate sheet

**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE - PLEASE READ CAREFULLY**

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

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

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

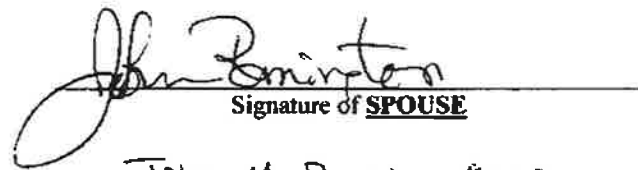
**Must be signed by all applicant(s) and spouse(s) owning more than 25%
(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of **APPLICANT**

Todd J Brooks

Printed Name of **APPLICANT**



Signature of **SPOUSE**

John M Remington

Printed Name of **SPOUSE**

Signature of **APPLICANT**

Printed Name of **APPLICANT**

Signature of **SPOUSE**

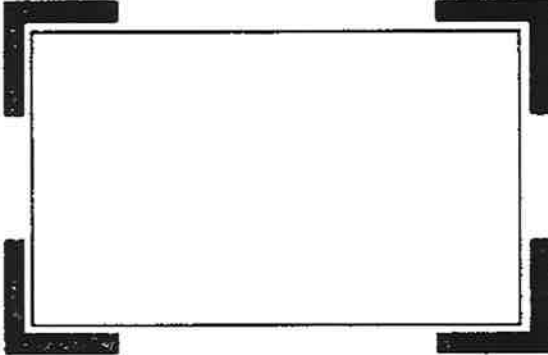
Printed Name of **SPOUSE**

**CORPORATION
FORM 101**

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

License
Class: _____

License Number: _____



INSTRUCTIONS

- 1. All officers, directors and stockholders and their spouses must be listed
- 2. President/CEO and all members holding over 25 % shares of stock and their spouse must sign the signature page of the application
- 3. Form 147 is required for President/CEO and all members holding over 25% shares of stock and their spouses must submit fingerprints.
- 4. Attach copy of Articles of Organization

Name of Corporation that will hold license as listed on the Articles of Incorporation

Name of Registered Agent: SNAP! Productions

Corporation Address: 2221 Thurston Circle

City: Bellevue State: NE Zip Code: 68005

Corporation Phone Number: 402-968-5543 Fax Number N/A

Total Number of Corporation Shares Issued: 0


Name of President/CEO

Name and information must be listed on following page

Last Name: Brooks First Name: Todd MI: J

Home Address: 1118 South 15th Circle City: Omaha

State: NE Zip Code: 68108-3139 Phone Number: 402-968-5543



Signature of President/CEO

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Brooks *Spouse First Name: Todd MI: J
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Title: President Number of Shares: 0
Spouse Full Name (indicate N/A if single): John Martin Remington
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED] Form 116

Last Name: Bell First Name: Matthew MI: T
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Title: Vice President Number of Shares: 0
Spouse Full Name (indicate N/A if single): Christine W Bell
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Last Name: Van Kekerix First Name: Mark MI: S
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Title: Treasury Number of Shares: 0
Spouse Full Name (indicate N/A if single): [REDACTED]
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Last Name: Hartshorn First Name: Joey MI: JJ
Social Security Number: [REDACTED] Date of Birth: [REDACTED]
Title: Artistic Director Number of Shares: 0
Spouse Full Name (indicate N/A if single): Dale Hartshorn
Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Is the applying corporation owned 100% by another corporation/company??

YES NO

If yes, provide Form 185

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

Starting Date: January Ending Date: December

Is this a Non-Profit Corporation?

YES NO

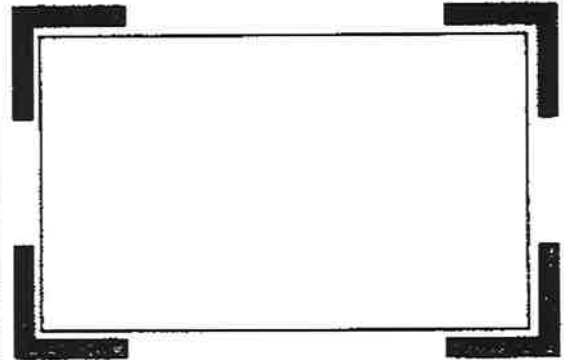
If yes, provide the Federal ID # 47-0785485

MANAGER APPLICATION FORM 103

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

License
Class: _____

License Number: _____



MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport, naturalization papers OR legal resident documentation
- Be a resident of the state of Nebraska and if an US citizen be a registered voter in the State of Nebraska
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

CORPORATION/LLC INFORMATION

Name of Corporation/LLC: SNAP! Productions

PREMISES INFORMATION

Premises Trade Name/DBA: SNAP! Productions

Premises Street Address: 2221 Thurston Circle

City: Bellevue County: Sarpy Zip Code: 68005

Premises Phone Number: 402-9108-5543

Premises Email address: Brooks1965@aol.com

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



MANAGER INFORMATION

Last Name: Brooks ^{* spouse} First Name: Todd MI: J
 Home Address: 1118 South 15th Circle
 City: Omaha County: Douglas Zip Code: 68108-3139
 Home Phone Number: 402-968-5543
 Driver's License Number: [REDACTED]
 Social Security Number: [REDACTED]
 Date of Birth: [REDACTED] Place of Birth: [REDACTED]
 Email address: Brooks1965@aol.com

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

YES NO

Spouse's information

Spouses Last Name: Remington First Name: John MI: M
 Social Security Number: [REDACTED]
 Driver's License Number: [REDACTED]
 Date of Birth: [REDACTED] Place of Birth: [REDACTED]

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
<u>Omaha, NE</u>	<u>2000</u>	<u>Now</u>			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
		NEW		

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

YES NO

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

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

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

YES NO

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

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

YES NO

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

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

*For list of NLCC Certified Training Programs see [training](#)

Experience:

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

5. Have you enclosed Form 147 regarding fingerprints?


YES NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION
SIGNATURE PAGE – PLEASE READ CAREFULLY**

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

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

Must be signed by applicant and spouse.



Signature of **APPLICANT**

Tom J Branks

Printed Name of **APPLICANT**

Form 116

Signature of **SPOUSE**

Printed Name of **SPOUSE**

SNAP! Productions Lease - 09/2023

Floor Plan



INITIAL: Tenant -

TB
09/29/23
11:56 AM CDT
dotlicop verified

Landlord -

MLG

SNAP! Productions and Ghostlight Theatre Business Plan

SNAP! Productions plans to operate as a theater. We will do four full shows a year. We will also host special events for donation purposes.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
11/7/2023

COUNCIL MEETING DATE: 11/07/23		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Compensation Ordinance Wage Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified employees. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. The proposed change is due to the need for a range to be set for a newly created position that was budgeted for the 2023-24 fiscal year. Additionally, there are changes in the ordinance to reflect the increasing Nebraska State Minimum Wage that will impact 4 part-time and seasonal positions.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Suspend the statutory rule requiring reading on three different days and, after the public hearing held at this meeting, approve Compensation Ordinance 4135.

ATTACHMENTS:

1. <input type="text" value="Ordinance No. 4135 (redlined)"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 4135 4134

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 4134 4125; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

B. Bellevue Professional Management Association (Management and Professional)

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

<u>Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$ 5,778 - \$8,327
Treasurer	\$305 - \$385

<u>Unclassified</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$ 5,079 - \$6,817
Assistant City Attorney	\$ 6,985 - \$10,322
<u>Assistant Finance Director</u>	<u>\$ 7,090 - \$10,163</u>
City Attorney	\$ 9,233 - \$12,107
Dir of Community & Ec. Development	\$8,783 - \$12,712
Community Relations Media Coordinator	\$ 5,983 - \$8,083
Acctg, Reporting & Compliance Manager	\$ 6,588 - \$9,213
Deputy Director Parks & Rec	\$ 6,054 - \$8,815
Finance Director	\$ 8,101 - \$11,473
Fire Chief	\$ 8,979 - \$12,470
Human Resources Generalist	\$ 4,326 - \$6,618
Human Resources Director	\$ 7,251 - \$10,875
Manager of Engineering Services	\$ 7,500 - \$10,258
Library Director	\$ 7,334 - \$10,085
Planning Director	\$ 7,906 - \$11,508

Police Chief	\$ 9,415 - \$12,987
Public Works Director	\$ 8,709 - \$12,049
Public Works Engineer II	\$ 6,363 - \$8,967
Risk Manager	\$ 5,674 - \$7,648

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$ 22.53 - \$30.99
	Executive Secretary	\$ 26.57 - \$36.69
	Emergency Medical Services Supervisor	\$45.75 - \$60.20
	Human Resources Assistant	\$ 23.05 - \$31.22
	Sr. HRIS/Payroll Specialist	\$ 24.38 - \$33.63
	Office of Professional Standards Coord.	\$27.25 - \$34.76

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

Section 3. Bellevue Police Officers Association

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

Section 4. Bellevue Police Command Staff Association

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

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$ 8,694 - \$11,333

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

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

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	\$16.12 - \$20.68
Head Lifeguards	\$14.03 - \$18.30
Lifeguards	\$12.58 - \$15.65
Concession Workers	\$12.00- \$12.50 10.50 — \$11.00
Youth Baseball/Softball Umpires	\$12.00- \$14.50 10.50 — \$13.00
Track Club Coaches	\$12.00- \$14.50 10.50 — \$13.00
Parks Workers	\$13.33 - \$18.00

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

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

Unclassified Part-Time Positions

<u>Range (hourly)</u>
Part-Time Administrative Intern Position: \$12.00 to \$13.50 10.50 to \$12.00

Section 8. That Ordinance ~~4134~~ ~~4125~~ is hereby repealed.

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

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

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

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

PASSED AND APPROVED THIS _____ day of _____, 2023.

Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
11/7/2023

COUNCIL MEETING DATE: November 7, 2023		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of an existing single-family residence. Applicant: Barney Barrett. General Location: 2004 Harlan Drive.

SYNOPSIS/BACKGROUND:

Barney Barrett has submitted a request to rezone Tax Lot 7B3A3, from BNH to RD-60 to bring a non-conforming use into conformance with the Zoning Ordinance. The property is developed with a single-family residence constructed in 1959. Based on its age, the present use of a single-family residence in a commercial zone is considered a legal nonconforming use. Single-family residential uses were allowed in BNH zoning prior to the 2011 Zoning Ordinance update. The requested RD-60 zoning is consistent with the zoning designation of the adjacent residential neighborhood and the proposed lot meets all the minimum requirements of the RD-60 zoning district.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4136"/>
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: Barney Barrett
Case #: Z-2309-16
CITY COUNCIL HEARING DATE: November 21, 2023

REQUEST: to rezone Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, from BNH to RD-60 for the purpose of existing single-family residential.

On October 26, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: October 26, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2309-16

FOR HEARING OF:

REPORT #1: October 26, 2023

REPORT #2: November 21, 2023

I. GENERAL INFORMATION

A. APPLICANT:

Barney Barrett
1409 Chaput Drive
Bellevue, NE 68005

B. PROPERTY OWNERS:

Barrett Plumbing Inc.
1409 Chaput Drive
Bellevue, NE 68005

C. GENERAL LOCATION:

2004 Harlan Drive

D. LEGAL DESCRIPTION:

Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Tax Lot 7B3A3, from BNH to RD-60

F. EXISTING ZONING AND LAND USE:

BNH, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone to bring a non-conforming use into conformance with the Zoning Ordinance.

H. SIZE OF SITE:

The site is approximately .35 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The property is presently developed with a single-family residence, which was constructed in 1959.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. **North:** Single-Family Residential, RD-60
- 2. **East:** Single-Family Residential, BNH
- 3. **South:** Multi-Family Residential/Mobile Home Park, RG-20-PS/RG-50-M
- 4. **West:** Single Family Residential, BNH

C. REVELANT CASE HISTORY:

On October 26, 2023, the Planning Commission recommended approval of a request to rezone Tax Lot 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, NE., from BNH to RD-60, for the purpose of existing single-family residential.

D. APPLICABLE REGULATIONS:

- 1. Section 5.11, Zoning Ordinance, regarding RD-60 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as being commercial.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There are approximately 20,202 vehicles per day near the intersection of Fort Crook Road and Harlan Drive/Hwy 370 per the 2022 MAPA Traffic Count data.
2. The property has a private driveway from Harlan Drive.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Barney Barrett has submitted a request to rezone Tax Lot 7B3A3, from BNH to RD-60.
2. The property is developed with a single-family residence. Sarpy County records indicate the home was constructed in 1959. Presently the lot is zoned Heavy Neighborhood Business. This zone is a modification of the neighborhood business zone to include local service establishments having greater adverse effects on surrounding residences.
3. Based on its age, the present use of a single-family residence in a commercial zone is considered a legal nonconforming use. Single-family residential uses were allowed in BNH zoning prior to the 2011 Zoning Ordinance update.

In his letter, the applicant explains the property is currently for sale. The commercial zoning designation requires potential buyers to either pay with cash or secure a commercial loan (with higher interest rates, larger down payment, and shortened loan periods). The applicant further advises the property has been used as a single-family residence since its construction in 1959.

4. The requested RD-60 zoning is consistent with the zoning designation of the adjacent residential neighborhood. The proposed lot meets all the minimum requirements of the RD-60 zoning district.
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, 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.

Offutt Airforce Base commented the property is not located within the accident potential zones but falls within the 60 dB noise contour and therefore special

consideration should be given to the impact and mitigation of noise on the lot. General construction practices will offer the necessary mitigation.

No other comments were received in this case.

6. This property is designated for commercial use in the Future Land Use Map of the Comprehensive zone based on its existing zoning. Staff does not recommend amending the Future Land Use Map as the city is currently undergoing a Comprehensive Plan update and will be reviewed as part of that process. Since this is an established residence, staff is supportive of the requested change of zone.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

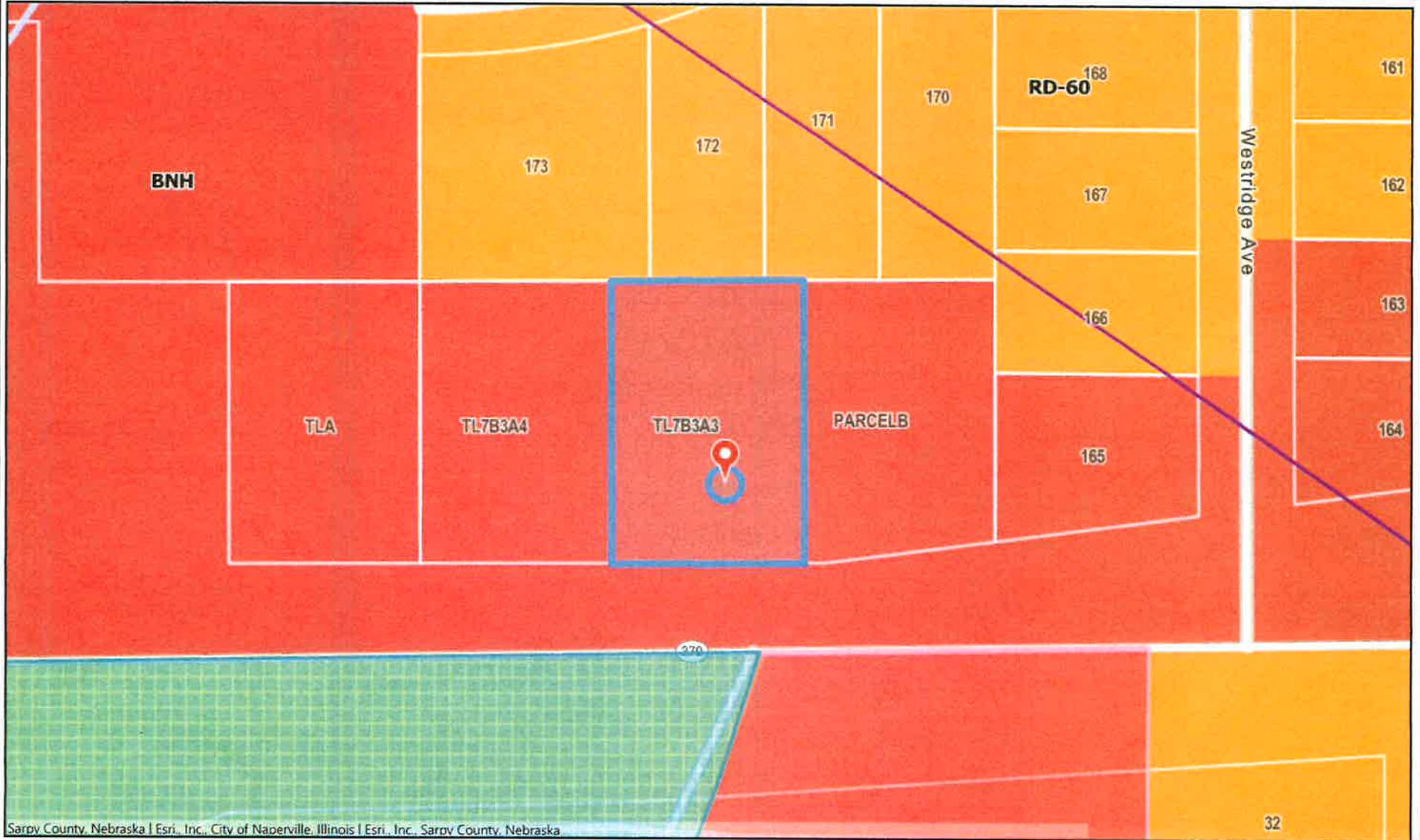
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Letter from the applicant dated September 5, 2023

VII. COPIES OF REPORT TO:

1. Barney Barrett
2. Public Upon Request


Assistant Planning Manager


Planning Director 10/31/23
Date of Report

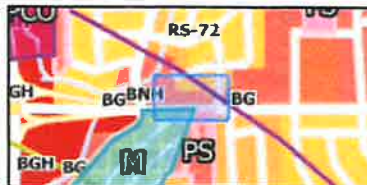


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 1128

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.

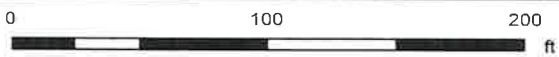


Notes





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



Map Scale 1: 1128

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



Barney Barrett

1409 chaput dr

Bellevue Ne 68005

To whom it may concern

Reg: 2004 Harlan dr

The property is grandfathered for single property but is presently zoned BNH I am planning on selling it but to clear Mortgage company underwriters they want it to zoned RD-60 So there is to problem rebuilding it in case of a fire.

Thank you

Barney Barrett

RECEIVED
SEP 05 2023
PLANNING DEPT.

ORDINANCE NO. 4136

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 2004 HARLAN DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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 7B3A3, located in the Northwest ¼ of Section 35, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BNH (Heavy Neighborhood Business District) to RD-60 ((Duplex Residential-6,000 Square Foot Zone).

(Barney Barrett)

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

Section 2. 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 _____, 2023.

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.
11/7/2023

COUNCIL MEETING DATE: November 7, 2023		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 2, Southdale, from BNH to RG-28, for the purpose of multi-family residential development. Applicant: H.A. Wassenberg Holding Co., LLC. General Location: S. 29th Ave. & Capehart Rd.

SYNOPSIS/BACKGROUND:

Arnold Wassenber, on behalf of H.A. Wassenberg Holding Company LLC, is requesting a change in zone for Lot 2, Southdale from BNH to RG-28 for the purpose of future multi-family residential development. Site plan approval is not being requested; however, the applicant provided a conceptual design showing one building consisting of 48 units as an example of what the property could support.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

- | | | |
|---|--|---|
| 1. <input type="text" value="PC Recommendation"/> | 2. <input type="text" value="Staff Report"/> | 3. <input type="text" value="Ord. No. 4137"/> |
| 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: H.A. Wassenberg Holding Company, LLC

Case #: Z-2309-17

CITY COUNCIL HEARING DATE: November 21, 2023

REQUEST: to rezone Lot 2, Southdale, located in the Southeast ¼ of Section 04, T13N, R13E of the 6th P.M., Sarpy County, NE, from BNH to RG-28 for the purpose of multi-family residential development.

On October 26, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

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

VOTE:

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

Planning Commission Hearing (s) was held on: October 26, 2023

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2309-17

FOR HEARING OF:

REPORT #1: October 26, 2023

REPORT #2: November 21, 2023

I. GENERAL INFORMATION

A. APPLICANT:

H.A. Wassenberg Holding Company, LLC
Attn: Arnold Wassenberg
120 College Park Circle
Lincoln, NE 68505

B. PROPERTY OWNER:

H.A. Wassenberg Holding Company, LLC
Attn: Arnold Wassenberg
120 College Park Circle
Lincoln, NE 68505

C. GENERAL LOCATION:

South 29th Avenue and Capehart Road

D. LEGAL DESCRIPTION:

Lot 2, Southdale, located in the Southeast ¼ of Section 4, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Rezone Lot 2, Southdale, from BNH to RG-28

F. EXISTING ZONING AND LAND USE:

BNH/Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a change of zone for future multi-family residential development.

H. SIZE OF SITE:

The site is approximately 3.32 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:** Offutt AFB property / Commercial, BNH
- 2. **East:** Vacant / Commercial, BG
- 3. **South:** Multi-Family Residential, RG-28-PS
- 4. **West:** Offutt AFB property

C. REVELANT CASE HISTORY:

On October 26, 2023, the Planning Commission recommended approval of a request to rezone Lot 2, Southdale, located in the Southeast ¼ of Section 04, T13N, R13E of the 6th P.M., Sarpy County, NE., from BNH to RG-28, for the purpose of multi-family residential development.

D. APPLICABLE REGULATIONS:

- 1. Section 5.13, Zoning Ordinance, regarding RG-28 uses and requirements.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as being commercial.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

- 1. There is no MAPA traffic data information for South 29th Avenue.

2. The property has access from South 29th Avenue.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Arnold Wassenberg, on behalf of H.A.Wassenberg Holding Company, LLC, has submitted a request to rezone Lot 2, Southdale for the purpose of future multi-family residential development.

2. The applicant is requesting a change of zone from BNH to RG-28.

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

3. Site plan approval is not being requested; however, the applicant has provided a conceptual design which is attached to this report. The applicant's conceptual design shows one building consisting of 48 units as an example of what the property could support.

4. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, 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 John Krager had technical comments pertaining to the conceptual site plan. These comments would be addressed as part of the building permit process.

No other comments were received in this case.

5. A traffic study was submitted with this application and has been preliminarily reviewed by city staff. The Public Works Department does not see any major traffic issues moving from a commercial to a multi-family residential use on this property. Technical traffic concerns would be handled as part of a building permit process.

6. This property has been platted since December 1963, and has remained undeveloped as a commercial lot. The property has no frontage along the Capehart Road corridor. The proposed zoning is consistent with the adjacent multi-family development, which is under the same ownership.

7. This property is designated for commercial use in the Future Land Use Map of the Comprehensive zone based on its existing zoning. Staff does not recommend amending the Future Land Use Map as the city is currently undergoing a Comprehensive Plan update and will be reviewed as part of that process.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

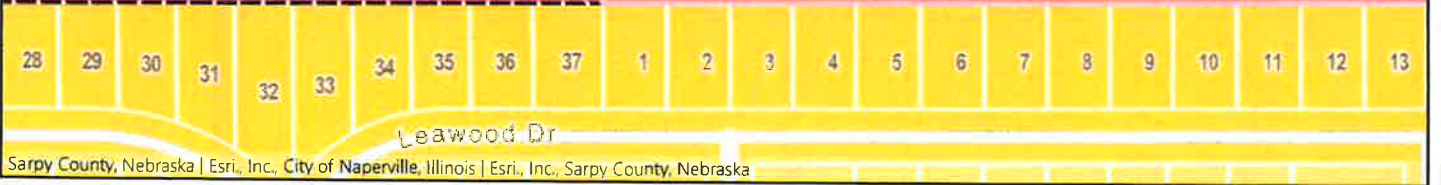
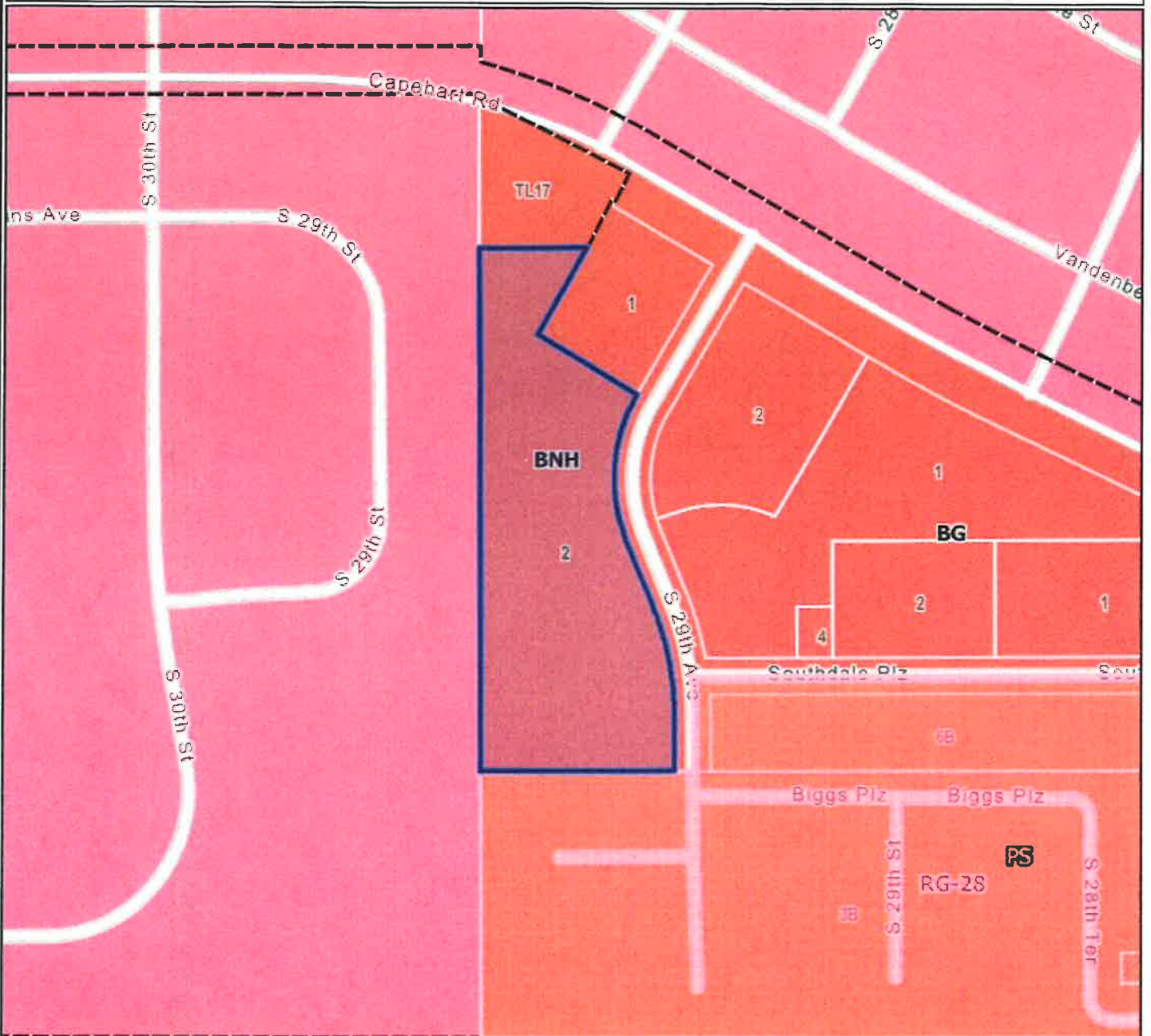
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Justification letter from the applicant dated September 22, 2023
4. Conceptual Site Layout received September 22, 2023

VII. COPIES OF REPORT TO:


1. H.A.Wassenberg Holding Company, LLC. (Arnold Wassenberg)
2. Schemmer Associates Inc. (Rob DuVall)
3. Rembolt Ludtke, LLP (Ann K. Post)
4. Public Upon Request


Assistant Planning Manager

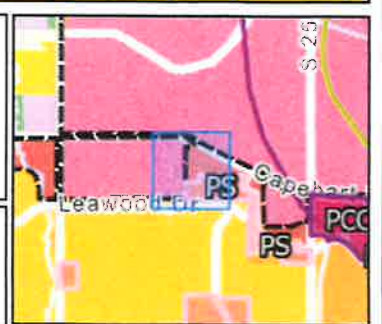
 10/31/23
Planning Director Date of Report



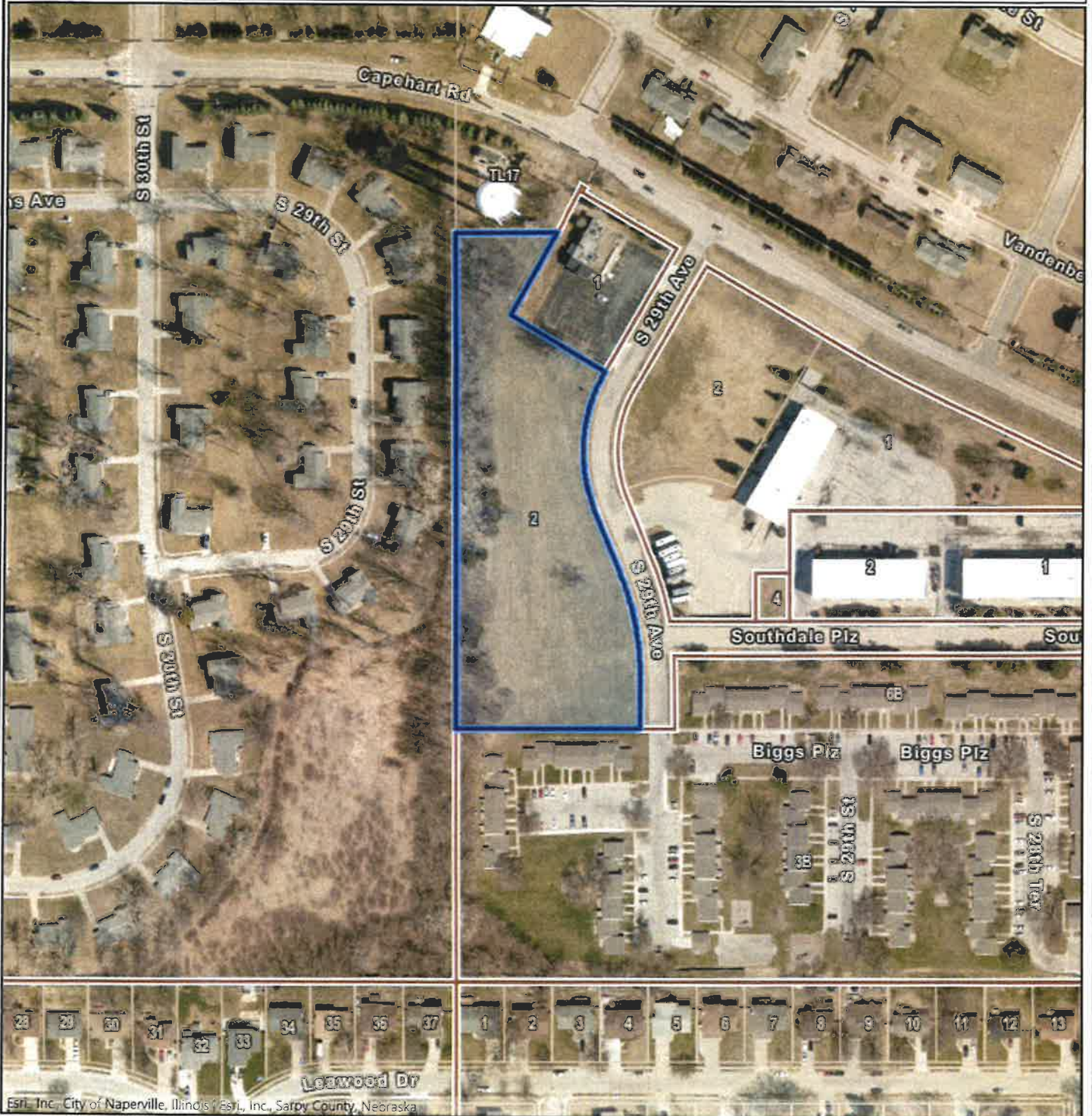
Notes




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.



ESRI, Inc., City of Naperville, Illinois / ESRI, Inc., Sarpy County, Nebraska

Notes



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.





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

To Whom It May Concern:

Please accept this letter as justification for the proposed zoning change to Lot 2, Southdale from the current BNH zoning to RG-28 zoning.

The current property remains undeveloped and will be proposed for use of property of Multi-Family Housing. The proposed use exist as a permitted use in the City of Bellevue code under the RG-28 zoning classification and would match that of the adjacent properties under similar uses.

Please do not hesitate to contact me if you have any questions.

Sincerely,

THE SCHEMMER ASSOCIATES INC.
ARCHITECTS | ENGINEERS | PLANNERS

A handwritten signature in blue ink, appearing to read "Mainor O. Martinez".

Mainor O. Martinez, P.E.
Registered Civil Engineer

RECEIVED
SEP 22 2023
PLANNING DEPT.

ORDINANCE NO. 4137

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT SOUTH 29TH AVENUE AND CAPEHART ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Southdale, located in the Southeast ¼ of Section 04, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From BNH (Heavy Neighborhood Business District) to RG-28 ((General Residential-2,800 Square Foot Per Unit Zone).

(H.A. Wassenberg Company, LLC)

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

Section 2. 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 _____, 2023.

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*15a.
11/7/2023

COUNCIL MEETING DATE: 11/07/2023		SUBMITTED BY: Susan Kluthe, City Clerk	
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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Year-End Certification of City Street Superintendent form is the basis for determining the city's calendar year 2023 Incentive funds, verifying Bobby Riggs as the City Street Superintendent

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: 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 Resolution No. 2023-29: A Resolution authorizing the Mayor to sign the Annual Year-End Certification of City Street Superintendent Form for 2022, verifying Robert Joseph Riggs as the City Street Superintendent from January 1, 2023 to December 31, 2023

ATTACHMENTS:

1. Resolution No. 2023-29	2. Annual Year-End Certification Form	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2023.**

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2023

Resolution No. 2023-29

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

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

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

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

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

Adopted this 7th day of November, 2023 at Bellevue, Nebraska.
(Date) (Month)

City Council/Village Board Members

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2023. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2023.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2023

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

This Form Covers the Following Period: January ^(Month) 1, 2023 to December 31, 2023 ^(Day)

*(1)(a) The municipality of Bellevue ^(Print name of City or Village) certifies that: Robert Joseph Riggs ^(Print name of Superintendent as it appears on license card if applicable) was the appointed City Street Superintendent during the above period. **IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.**

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

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

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

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

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

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

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

(2) _____
Signature of Mayor Village Board Chairperson
(Check one box)

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

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

(5) Failure to return by December 31, 2023, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2023 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759

Attach Documentation of the City Street Superintendent(s) Appointment(s) for 2023 here:

For most municipalities this information may be found in the November or December 2022 or the January 2023 meetings minutes. Some may involve mayoral appointments, or interlocal agreement (relinquishment of funds). Call 402-479-4436 if you have any questions about what to submit for documentation.

See attached December 6, 2022 approved minutes.

MINUTE RECORD

Bellevue City Council Meeting, December 6, 2022, 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 6th of December 2022, at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

Also present were City Administrator Jim Ristow, City Attorney Bree Robbins, and Assistant City Attorney Annie Mathews.

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 Richard Nakai, Bellevue Christian Center, 1400 Harvell Drive, 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 CONSENT AGENDA:

Motion was made by Burns, seconded by Casey, to approve the consent agenda consisting of the following items: Approval of the November 15, 2022 City Council Minutes, and Acceptance of Election Certificates. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Adjourn sine die

There being no further business to come before the Council at this time, on motion by Burns, seconded by Cook, at 6:03 p.m. the meeting adjourned sine die.

Administration of Oath of Office

The Honorable Judge S. Colin Palm, District Court Judge of the Second Judicial District, administered the Oath of Office to elected Mayor Rusty Hike, Ward One Councilman Rich Casey, Ward Six Councilman Jerry McCaw, and Ward Four Councilwoman Kathy Welch. A short break followed.

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 6th of December 2022, at 6:23 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

Open Meetings Act

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

APPROVAL OF THE AGENDA:

Motion was made by Cook, seconded by Welch, to approve the agenda.

Motion was made by Cook, seconded by Welch, to amend the agenda by moving Item 21i. after item 12a. Roll call vote to approve the agenda as amended was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Burns, seconded by McCaw, to approve the consent agenda consisting of the following items: Acknowledge receipt of the November 17, 2022 Planning Commission Minutes; Acknowledge receipt of the October 11, 2022 Tree Board Minutes; Approval of Claims; Appoint Robert Joseph Riggs, Class A, License S-1359, as the employed street superintendent for the purpose of the 2023 calendar year Highway Incentive Program, from January 1, 2023 through December 31, 2023; Request approval of the list of applications for hunting waivers, as reviewed and approved by Capt. Kurt Stroehrer or Sgt. Don Pleiss; and Approve and authorize Mayor to sign the Notice and Request for Consent for Assignment of Contract to Honeywell for Service Agreement with US Digital Designs, Inc. (dated 1/14/19) for Fire Station Alerting System.

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

MINUTE RECORD

Bellevue City Council Meeting, December 6, 2022, Page 2

SPECIAL PRESENTATIONS:

Presentation from Fastwyre Broadband (Public Works Director)

Mr. Jim Patterson, Fastwyre, gave a presentation. He provided a description of the company and the services Fastwyre provides to communities. He advised the intent this evening is to obtain a license to be a cable service provider and obtain video franchise from the city to offer video services.

Mayor Hike referred to the video services, questioning if they need to go back and add more wire underground. Mr. Patterson explained that is all done through the fiber optics. Discussion followed.

Councilwoman Welch questioned if internet, phone, and cable are offered. Mr. Patterson said all three services will be provided.

Councilwoman Welch questioned what benefit is offered to consumers. Mr. Patterson stated they are a local, Nebraska based firm. Most of the services will have representatives in Nebraska. Their customer service is exceptional. Conversation ensued.

Councilman Cook stressed communication is important and requested the company communicate better with the citizens. Mr. Patterson stated when the company is doing work in the area there are door hangers placed on their doors. They will work better to provide communication. Conversation ensued.

Councilman Cook requested an explanation on the pedestals.

Mr. Shane Morris, 236 East River Drive, Fastwyre, explained the pedestals are above ground, knee high to thigh high, and typically feed to six to eight homes. They are not located in every yard, but every few homes. Councilman Cook inquired if the location of the pedestals will be in the front yard. Mr. Morris stated it depends on the neighborhood, but typically yes. Discussion followed.

Councilman Cook inquired if there is damage caused by the company, such as to a sprinkler system, will the company repair it. Mr. Morris advised any damage the company causes they will fix and repair at their expense.

Mr. Bill Thomas, 4931 S. 79th Street, Omaha, provided an explanation on the purpose and importance of the pedestals. Councilman Cook questioned if everyone is going to have a pedestal. Mr. Thomas stated no. He advised there are one to two pedestals per block. Conversation ensued.

Councilman Cook initiated conversation on the placement of the box on houses. Mr. Thomas explained typically the box is located on the back of the house or side. Discussion will take place with the contractor and the homeowner on the placement. Discussion followed.

Councilman Cook thanked Fastwyre for the information and reiterated communication to the citizens is key. Mayor Hike mentioned the City could put something on their public access channel and social media if they know when their crews will be moving into an area.

Councilman Casey inquired in installation takes places in the winter when the ground is frozen. Mr. Thomas advised yes it goes year-round.

Councilman Casey inquired if he is a homeowner and doesn't want a pedestal in his yard, how would he address that. Mr. Thomas stated the structures are placed in the public right-of-way.

Councilman Casey questioned if everything is done by boring or if trenches are dug. Mr. Thomas stated it is mostly done by boring and there is pot holing to dig up existing utilities.

Councilman McCaw inquired if he has an app for the service, will he still get service to the house. Mr. Patterson stated the app is just for video. Discussion followed.

Councilman Cook mentioned he stopped and talked to a crew working. They were very polite and professional. They gave him a number to call for questions they could not answer.

Approve and authorize the Mayor to sign the Franchise Agreement with Fastwyre Broadband for cable service. (Public Works Director)

Motion was made by Welch, seconded by Burns, to approve and authorize the Mayor to sign the Franchise Agreement with Fastwyre Broadband for cable service. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORGANIZATIONAL MATTERS:

Election of the City Council President for 2022. (Motion is needed to vote by secret ballot)

MINUTE RECORD

Bellevue City Council Meeting, December 6, 2022, Page 3

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

Mayor Hike stated Councilman Cook has been an excellent President. He is very responsive and thorough.

APPROVED CITIZEN COMMUNICATION: NONE

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Kinseth Hospitality Co. dba "Courtyard Marriott and Conference Center" at 3730 Raynor Parkway, Bellevue an extension of their current Liquor License to include their Outdoor Patio. (City Clerk)

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

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

Motion was made by Cook, seconded by Casey, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Kinseth Hospitality Co. dba "Courtyard Marriott and Conference Center" at 3730 Raynor Parkway, Bellevue for an extension of their current Liquor License to include their Outdoor Patio. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Infinity Hospitality Inc. dba "Hampton Inn Bellevue" for Class "I" Liquor License at 3404 Samson Way, Bellevue to sell beer, wine, and distilled spirits, On Sale Only and John E. Klimpel as Manager. (City Clerk)

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

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

Motion was made by Burns, seconded by McCaw, to recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Infinity Hospitality Inc. dba "Hampton Inn Bellevue" for Class "I" Liquor License at 3404 Samson Way, Bellevue to sell beer, wine, and distilled spirits, On Sale Only and John E. Klimpel as Manager. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4111: An ordinance to redefine ward boundaries due to the 2022 annexations. (Administration)

Ordinance No. 4111: 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 Welch, seconded by Burns, to approve Ordinance No. 4111: 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. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 4112: Request to annex miscellaneous rights-of-way. Applicant: City of Bellevue. (Planning Manager)

Ordinance No. 4112: An ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date was read for the second time and a public hearing was held.

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

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

MINUTE RECORD

Bellevue City Council Meeting, December 6, 2022, Page 4

Councilman Burns left the Council Chambers at 7:08 p.m. and returned at 7:10 p.m.

Mayor Hike stated the third and final reading will be heard at the Council meeting on December 20, 2022.

Ord. No. 4113: Amending the Economic Development Program and authorize the Mayor to sign. (Administration/Community Development Director)

Ordinance No. 4113: An ordinance to amend Article IX to Chapter 11 of the Bellevue Municipal Code pertaining to the Economic Development Program for the City of Bellevue, Nebraska; and to provide for the effective date of this ordinance for the second time and a public hearing was held.

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

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

Mayor Hike stated the third and final reading will be heard at the Council meeting on December 20, 2022.

ORDINANCES FOR INTRODUCTION (1st reading):

Ordinance No. 4114: An updated compensation ordinance to reflect the new minimum wage set in Nebraska by anticipated changes to State Statute 48-1203, per voter passage of Nebraska Initiative 433. (HR Director)

Ordinance No. 4114: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the City; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4110; and providing for an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on December 20, 2022.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

Public Hearing on the Community Development Block Grant (CDBG) 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER). (Finance Director/CDBG Program Specialist)

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

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

RESOLUTIONS:

Resolution No. 2022-37: Authorizing the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2021-2022 Community Development Block Grant Program (CDBG) to the U.S. Department of Housing and Urban Development and authorize the Mayor to sign. (Finance Director/CDBG Program Specialist)

Motion was made by Cook, seconded by Welch, to approve Resolution No. 2022-37: Authorizing the submission of the Consolidated Annual Performance and Evaluation Report (CAPER) for the 2021-2022 Community Development Block Grant Program (CDBG) to the U.S. Department of Housing and Urban Development and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

CURRENT BUSINESS:

Recommendation to approve purchase of a 2022 F-150 Crew Cab Pickup, in an amount not to exceed \$64,170.00. (Fire Chief)

Motion was made by Casey, seconded by McCaw, to approve purchase of a 2022 F-150 Crew Cab Pickup, in an amount not to exceed \$64,170.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with Eastern Nebraska Community Action Partnership (ENCAP) for the Food Pantry Relocation Assistance Project, in the amount of \$240,080.00. (Finance Director/CDBG Program Specialist)

Motion was made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the amendment extending the Community Development Block Grant (CDBG) Subrecipient Agreement with

MINUTE RECORD

Bellevue City Council Meeting, December 6, 2022, Page 5

Eastern Nebraska Community Action Partnership (ENCAP) for the Food Pantry Relocation Assistance Project, in the amount of \$240,080.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the documents to release the Community Development Block Grant (CDBG) Housing Rehabilitation Deed of Trust for 405 W. Sarpy Avenue, including the Deed of Reconveyance, in an amount not to exceed \$12,194.60. (Finance Director/CDBG Program Specialist)

Motion was made by Welch, seconded by McCaw, to approve and authorize the Mayor to sign the documents to release the Community Development Block Grant (CDBG) Housing Rehabilitation Deed of Trust for 405 W. Sarpy Avenue, including the Deed of Reconveyance, in an amount not to exceed \$12,194.60. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and accept the bid proposal from Creative Sites, LLC for Normandy Hills Park Playground, in an amount not to exceed \$44,000.00. (Public Works Director)

Motion was made by Welch, seconded by Casey, to approve and accept the bid proposal from Creative Sites, LLC for Normandy Hills Park Playground, in an amount not to exceed \$44,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the OPPD Project Proposal and Waiver for a new transformer service to South Lift Station (renamed Brown River Lift Station), in an amount not to exceed \$92,000.00. (Public Works Director/Wastewater & Solid Waste Superintendent)

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the OPPD Project Proposal and Waiver for a new transformer service to South Lift Station (renamed Brown River Lift Station), in an amount not to exceed \$92,000.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the addendum to the original agreement with HDR for the Bellevue South Lift Station - Phase 2 (renamed Brown River Lift Station) project, in an amount not to exceed \$10,700.00. (Public Works Director/Wastewater & Solid Waste Superintendent)

Motion was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the addendum to the original agreement with HDR for the Bellevue South Lift Station - Phase 2 (renamed Brown River Lift Station) project, in an amount not to exceed \$10,700.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve the bid proposal from SourceWell for Anderson Ford to purchase a F350 XLT Sand Truck and F450 Mowing Truck, in an amount not to exceed \$126,876.00. (Public Works Director/Parks and Recreation Director)

Motion was made by Welch, seconded by McCaw, to approve the bid proposal from SourceWell for Anderson Ford to purchase a F350 XLT Sand Truck and F450 Mowing Truck, in an amount not to exceed \$126,876.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) regarding the grading and construction permits for the work within Southern Sarpy Watershed. (Public Works Director)

Motion was made by Casey, seconded by Cook, to approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) regarding the grading and construction permits for the work within Southern Sarpy Watershed. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current reports (Monthly reports are given at the first Council Meeting of each month – November report is attached to Council Packet.)

Councilman Burns inquired what the discussion was Mr. Ristow had involving the sale of city property. Mr. Ristow explained there is a piece of property off Franklin which has no use for public use. The property owner adjacent to the property would like to purchase it for personal use. The city is waiting for the appraisal to come back.

Councilman Burns requested information on the meeting with Mayor Hike and Brent Truitt from Byrd Scooter regarding the potential pilot program in Bellevue. Mr. Ristow stated Byrd Scooter approached the city last year regarding electric bikes and scooters. Discussion occurred on where the best location would be and if this is something for the city.

MINUTE RECORD

Bellevue City Council Meeting, December 6, 2022, Page 6

Councilman Burns requested more information Mr. Ristow had with Ashley Decker regarding job classifications. Mr. Ristow explained one of the items discussed was to changing Tracy Niemier to Facility Maintenance Manager. The other item discussed was the wage base for part time employees and adapting to the minimum wage requirement by the state.

Councilman Burns requested information on the meeting with Councilman Cook and Chief Clary regarding policy issue. Mr. Ristow explained the discussion was regarding captains pay and whether it is comp or overtime. Discussion was on how to set policy for the swat commander.

Councilman Cook questioned if the Affordable Housing Plan will be at the next Council Meeting. Mr. Mark Elbert, Community Development Director, advised the plan is to have it presented to City Council at the next meeting.

CLOSED SESSION: NONE

ADJOURNMENT

There being no further business to come before the Council at this time, on motion by Cook, seconded by Welch, the meeting was adjourned at 7:25 p.m. Roll call vote on motion to adjourn was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.



Susan Kluthe, City Clerk



Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on December 6, 2022; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.



Susan Kluthe, City Clerk



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
11/7/2023

COUNCIL MEETING DATE: November 7, 2021		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Intent to annex Tax Lot 18, located in the Southwest ¼ of Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Per Neb. Rev. Stat. § 16-117, the city is stating its intent to annex Tax Lot 18, located in the Southwest ¼ of Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. This will allow the city to move forward with the public hearing process before Planning Commission and City Council.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City staff is recommending approval.

ATTACHMENTS:

1. Resolution No. 2023-30	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: _____

Shirley Brubaker

Tammi Palm

RESOLUTION NO. 2023-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA EXPRESSING ITS INTENTION TO CONSIDER THE ANNEXATION OF LAND AND A PLAN FOR EXTENDING CITY SERVICES TO THE LAND.

WHEREAS, Neb. Rev. Stat. § 16-117 authorizes cities of the first class to annex contiguous and adjacent lands following the adoption of a resolution stating its intent to so annex, together with a plan for extending city services to the area to be annexed; and

WHEREAS, the City Council has determined that it should consider the annexation of certain lands that are contiguous and adjacent to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bellevue, Nebraska that:

1. The City desires to consider the annexation of the following described real property, all located within the extraterritorial zoning jurisdiction of the City, to wit:

Tax Lot 18, located in the Southwest $\frac{1}{4}$ of Section 23, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

More accurately described as follows: Beginning at the Northwest corner of the Southwest Quarter of Section 23, T13N, R13E; thence North along the West Line of the said quarter to a point on the existing city limits; thence East along the South line of the of the existing city limits to the intersection of the East line of S 5th Street and the North line of State Hwy 34; thence South along the East line of S 5th Street to a point on the South line of State Hwy 34; thence Northwesterly along the South boundary of Hwy 34 also being the North line of Tax Lot 14A of Section 23 to the NW corner of Tax Lot 14A; thence South along the West boundary of Tax Lot 14A to the SW corner of said tax lot also being a point along the South boundary of Northwest quarter of Section 23 and also being the Northwest corner of Lot 2 Central Investment No. 1; thence West to the Southwest corner of the Northwest quarter of the Southwest quarter; thence North along the west line of the Southwest quarter to the point of beginning. Containing approximately 67.20 acres:

2. A map drawn to scale and delineating the land proposed to be annexed is attached to this Resolution and identified as Exhibit A.
3. The plan for the extension of City services to the land proposed for annexation, as presented at this meeting and incorporated herein by this reference, is adopted and approved subject to any recommendation from the Planning Commission and any changes by the City Council after public hearing on the proposed annexation. Said plan is available for inspection during regular business hours in the office of the City Clerk.
4. The City Council will hold a public hearing on the proposed annexation to receive testimony from any interested person on December 19, 2023 at 6:00 p.m. at the Bellevue City Council Chambers, 1500 Wall Street, Bellevue, Nebraska.

ADOPTED this 7th day of November 2023.

ATTEST:

Mayor

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 7, 2021		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Intent to annex Tax Lot 24, located in the Southeast ¼ of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Per Neb. Rev. Stat. § 16-117, the city is stating its intent to annex Tax Lot 24, located in the Southeast ¼ of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way . This will allow the city to move forward with the public hearing process before Planning Commission and City Council.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City staff is recommending approval.

ATTACHMENTS:

1. Resolution No. 2023-31	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: Shirley P. Griffin

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: Tammi Palm

RESOLUTION NO. 2023-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA EXPRESSING ITS INTENTION TO CONSIDER THE ANNEXATION OF LAND AND A PLAN FOR EXTENDING CITY SERVICES TO THE LAND.

WHEREAS Neb. Rev. Stat. § 16-117 authorizes cities of the first class to annex contiguous and adjacent lands following the adoption of a resolution stating its intent to so annex, together with a plan for extending city services to the area to be annexed; and

WHEREAS, the City Council has determined that it should consider the annexation of certain lands that are contiguous and adjacent to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bellevue, Nebraska that:

1. The City desires to consider the annexation of the following described real property, all located within the extraterritorial zoning jurisdiction of the City, to wit:

Tax Lot 24, located in the Southeast ¼ of Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

More accurately described as follows: Beginning at the Center corner of Section 22, T13N, R13E; thence North along the West line of the Northeast quarter to the north boundary of Hidden Valley Dr right-of-way; thence East along the North boundary of Hidden Valley Dr to the Southeast quarter of Tax Lot 21 of Section 22, also being a point on the south boundary of the existing city limits; thence East along the South boundary of the existing city limits to the East line of the Northeast quarter; thence South along the East line of the Section 22 to the Southwest corner of the Northeast quarter of the Southeast quarter; thence West along the South line of the Northeast quarter of the Southeast quarter to a point on the West line of S 10th Street; thence Northwesterly along S 10th Street to the Northeast corner of Tax Lot 25; thence West along the North boundary of Tax Lot 25, also being the South line of Hidden Valley Dr, to the point of beginning. Containing approximately 59.27 acres.

2. A map drawn to scale and delineating the land proposed to be annexed is attached to this Resolution and identified as Exhibit A.
3. The plan for the extension of City services to the land proposed for annexation, as presented at this meeting and incorporated herein by this reference, is adopted and approved subject to any recommendation from the Planning Commission and any changes by the City Council after public hearing on the proposed annexation. Said plan is available for inspection during regular business hours in the office of the City Clerk.

4. The City Council will hold a public hearing on the proposed annexation to receive testimony from any interested person on December 19, 2023 at 6:00 p.m. at the Bellevue City Council Chambers, 1500 Wall Street, Bellevue, Nebraska.

ADOPTED this 7th day of November 2023.

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15d.
11/7/2023

COUNCIL MEETING DATE: November 7, 2021		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Intent to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Per Neb. Rev. Stat. § 16-117, the city is stating its intent to annex Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. This will allow the city to move forward with the public hearing process before Planning Commission and City Council.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City staff is recommending approval.

ATTACHMENTS:

1. <input type="text" value="Resolution No. 2023-32"/>	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. 2023-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA EXPRESSING ITS INTENTION TO CONSIDER THE ANNEXATION OF LAND AND A PLAN FOR EXTENDING CITY SERVICES TO THE LAND.

WHEREAS Neb. Rev. Stat. § 16-117 authorizes cities of the first class to annex contiguous and adjacent lands following the adoption of a resolution stating its intent to so annex, together with a plan for extending city services to the area to be annexed; and

WHEREAS, the City Council has determined that it should consider the annexation of certain lands that are contiguous and adjacent to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bellevue, Nebraska that:

1. The City desires to consider the annexation of the following described real property, all located within the extraterritorial zoning jurisdiction of the City, to wit:

Tax Lot 10-1, Tax Lots 13 & 14B, Tax Lot 19A2, Tax Lot 21, Tax Lot 19A1B, Tax Lot 19A1A1A, Tax Lot 20, Tax Lot 22, and Lot 1, Hike Addition, all located in Section 22, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

2. A map drawn to scale and delineating the land proposed to be annexed is attached to this Resolution and identified as Exhibit A.
3. The plan for the extension of City services to the land proposed for annexation, as presented at this meeting and incorporated herein by this reference, is adopted and approved subject to any recommendation from the Planning Commission and any changes by the City Council after public hearing on the proposed annexation. Said plan is available for inspection during regular business hours in the office of the City Clerk.
4. The City Council will hold a public hearing on the proposed annexation to receive testimony from any interested person on December 19, 2023 at 6:00 p.m. at the Bellevue City Council Chambers, 1500 Wall Street, Bellevue, Nebraska.

ADOPTED this 7th day of November 2023.

Mayor

ATTEST:







City Clerk

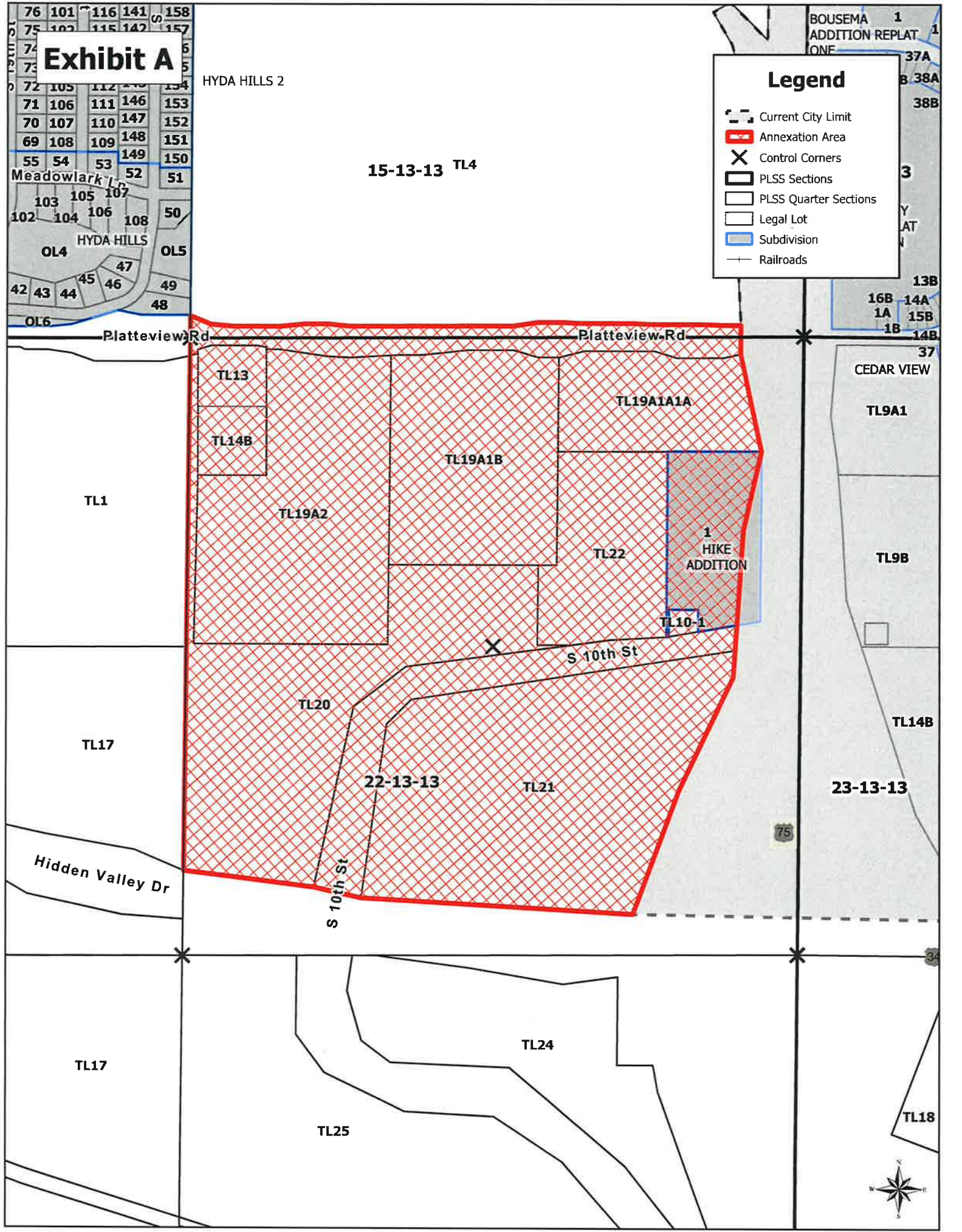
Exhibit A

HYDA HILLS 2

15-13-13 TL4

Legend

-  Current City Limit
-  Annexation Area
-  Control Corners
-  PLSS Sections
-  PLSS Quarter Sections
-  Legal Lot
-  Subdivision
-  Railroads



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15e.
11/7/2023

COUNCIL MEETING DATE: November 7, 2021		SUBMITTED BY: Tammi Palm, Planning Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Intent to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

Per Neb. Rev. Stat. § 16-117, the city is stating its intent to annex the Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way. This will allow the city to move forward with the public hearing process before Planning Commission and City Council.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

City staff is recommending approval.

ATTACHMENTS:

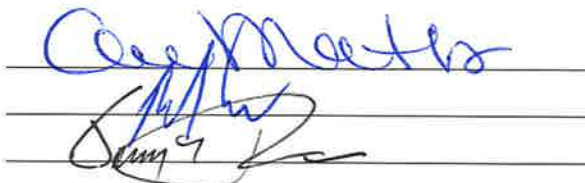
1. Resolution No. 2023-33	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



RESOLUTION NO. 2023-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA EXPRESSING ITS INTENTION TO CONSIDER THE ANNEXATION OF LAND AND A PLAN FOR EXTENDING CITY SERVICES TO THE LAND.

WHEREAS Neb. Rev. Stat. § 16-117 authorizes cities of the first class to annex contiguous and adjacent lands following the adoption of a resolution stating its intent to so annex, together with a plan for extending city services to the area to be annexed; and

WHEREAS, the City Council has determined that it should consider the annexation of certain lands that are contiguous and adjacent to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bellevue, Nebraska that:

1. The City desires to consider the annexation of the following described real property, all located within the extraterritorial zoning jurisdiction of the City, to wit:

The Southeast ¼ (Parcel ID 010613005), Lot 1, Prairie View Acres, and all Tax Lots 2B, East Part Tax Lot 2C & 3, all located in Section 15, T13N, R13E, of the 6th P.M., Sarpy County, NE, and all abutting rights-of-way.

2. A map drawn to scale and delineating the land proposed to be annexed is attached to this Resolution and identified as Exhibit A.
3. The plan for the extension of City services to the land proposed for annexation, as presented at this meeting, and incorporated herein by this reference, is adopted and approved subject to any recommendation from the Planning Commission and any changes by the City Council after public hearing on the proposed annexation. Said plan is available for inspection during regular business hours in the office of the City Clerk.
4. The City Council will hold a public hearing on the proposed annexation to receive testimony from any interested person on December 19, 2023 at 6:00 p.m. at the Bellevue City Council Chambers, 1500 Wall Street, Bellevue, Nebraska.

ADOPTED this 7th day of November 2023.

Mayor

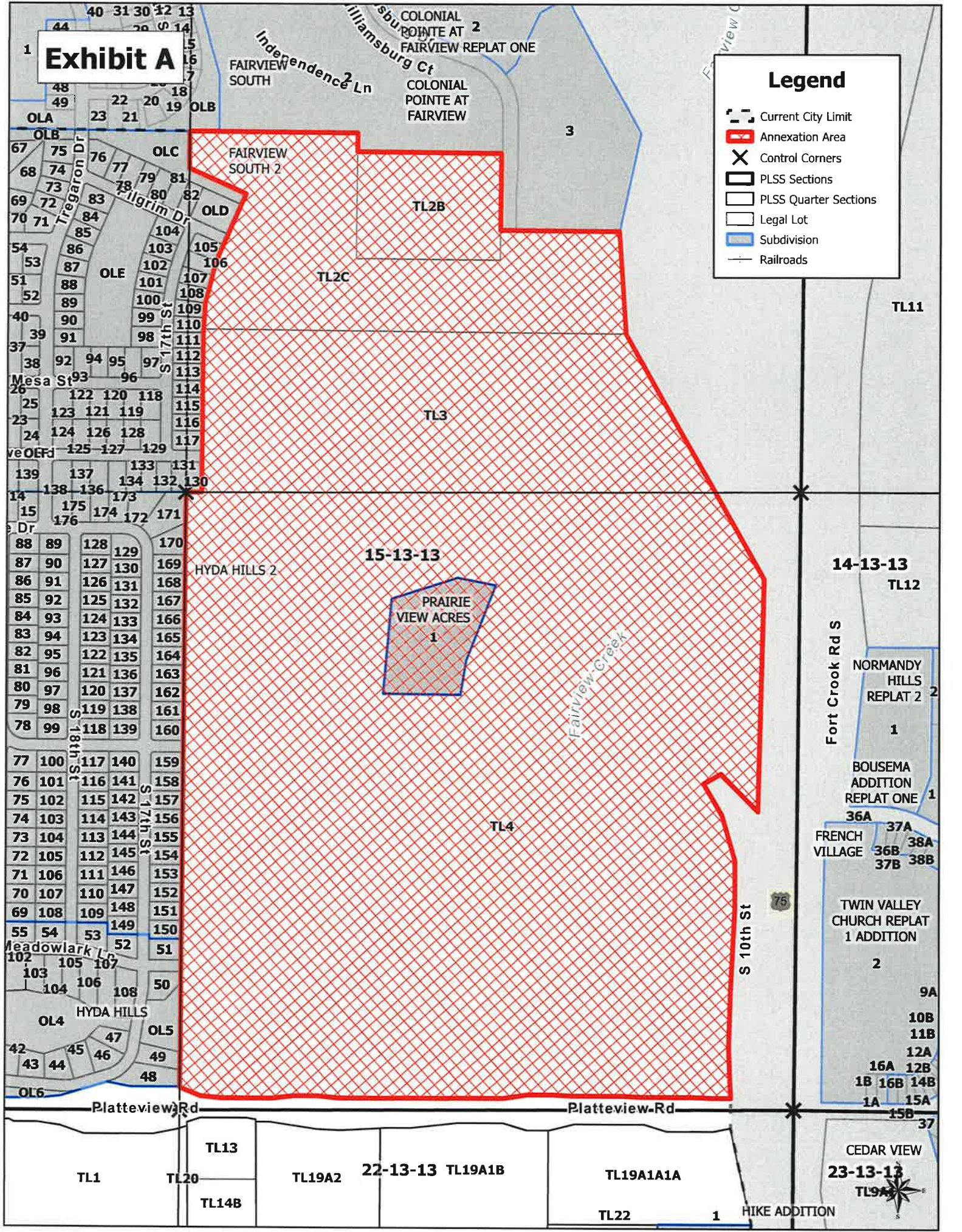
ATTEST:

City Clerk

Exhibit A

Legend

-  Current City Limit
-  Annexation Area
-  Control Corners
-  PLSS Sections
-  PLSS Quarter Sections
-  Legal Lot
-  Subdivision
-  Railroads



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15f.
11/7/2023

COUNCIL MEETING DATE: November 7, 2023		SUBMITTED BY: Dave Goedeken - 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 checked="" type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

LPA Resolution-Fort Crook Road Bridge Linkage Analysis

SYNOPSIS/BACKGROUND:

Approve the Resolution and LPA Program Agreement - Federal-Aid Funds between the City of Bellevue and Nebraska Department of Transportation (NDOT) for the Fort Crook Road Bridge Linkage Analysis.

FISCAL IMPACT: \$110,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="checkbox"/>	COUNTER-PARTY: <input type="checkbox"/>	INTERLOCAL AGREEMENT: <input type="checkbox"/>
CONTRACT DESCRIPTION: <input type="text"/>		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: Project No. DPS-77(71) Control No. 22937 (Fort Crook Road Bridge Linkage Analysis)		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>
CIP PROJECT NAME: <input type="text"/>		INSURANCE REQUIRED: <input type="checkbox"/>
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:

Authorize the Mayor to approve the Resolution and sign the LPA Program Agreement - Federal-Aid Funds between the City of Bellevue and NDOT.

ATTACHMENTS:

- | | | |
|-----------------------------------|-------------------------|-------------------------|
| 1. LPA Program Agreement -Federal | 2. Resolution | 3. <input type="text"/> |
| 4. <input type="text"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Shirley Boynton
Rob
Dave Goedeken

LPA PROGRAM AGREEMENT- FEDERAL-AID FUNDS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF BELLEVUE, NEBRASKA
PROJECT NO. DPS-77(71)
STATE CONTROL NO. 22937
FORT CROOK ROAD BRIDGE LINKAGE ANALYSIS

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the total cost of the project is currently estimated to be \$550,000.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, LPA's share of the total project costs is estimated to be \$110,000.00. LPA has earmarked and has placed in its fiscal budget at least the amount of the local match indicated above. These costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

The City proposes to conduct a feasibility analysis that would utilize the flexibilities of 23 USC 168 (integration of planning and environmental review) to develop a thoughtful and transformative bridge replacement project on Fort Crook Road. Located in Bellevue, Nebraska, south of Omaha, the bridge carries Fort Crook Road over Papillion Creek, the Keystone Trail, the Offutt Airforce Base (Offutt) levee system, and the Union Pacific Railroad (UPRR) mainline track, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. DPS-77(71) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of the LPA dated the _____ day of _____, 20____, attached as **Exhibit "A"** and incorporated herein by this reference.

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

SECTION 1. DEFINITIONS

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

"**CFDA**" means Catalog of Federal Domestic Assistance.

"**CFR**" means the Code of Federal Regulations.

"**FHWA**" means the Federal Highway Administration, United States Department of

Transportation, Washington, D.C. 20590, acting through its authorized representatives.

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

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

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

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

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

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

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

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

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

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

commitments, will remain in effect as long as required by law, NEPA document, permit, or agreement.

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

SECTION 3. PURPOSE OF AGREEMENT

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

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

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

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

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

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

5.1 The Applicable Legal and Contract Requirements.

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

5.2 Federal Oversight.

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

SECTION 6. SCHEDULE

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

SECTION 7. PROCUREMENT OF PROFESSIONAL SERVICES

7.1 Engineering Services

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

7.2 Right-of-Way Services

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

SECTION 8. COORDINATING PROFESSIONAL

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

SECTION 9. DEVELOPMENT OF THE PROJECT

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

SECTION 10. ENVIRONMENTAL RESPONSIBILITY

10.1 NEPA

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

10.2 Municipal Separate Storm Sewer System (MS4) Program

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

SECTION 11. DESIGN

11.1 Preparation of Plans, Specifications, and Estimates

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

11.2 Professional Performance

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

SECTION 12. RIGHT-OF-WAY

12.1 Governing Documents

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

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

12.2 Costs

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

12.3 Encroachments

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

12.4 Land Corners

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

12.5 Special Assessments

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

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

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

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

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

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

12.6 Reimbursement of LPA's Right-of-Way

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

12.7 LPA Condemnation Attorney Fees

An LPA may hire a private attorney to represent the LPA in a condemnation proceeding when needed to acquire land for a local federal-aid transportation project. Attorney fees incurred by the private attorney may be reimbursable at the same cost share percentage applicable to other project costs so long as such costs are actually incurred, are reasonable, and are determined by NDOT to be eligible for federal funds. When LPA is seeking reimbursement for attorney's fees related to condemnation proceedings, LPA has a duty to notify State when total billings first exceed \$50,000 in total. State will not reimbursement for any otherwise eligible costs for attorney's fees above the \$50,000 total threshold unless State has been provided with an acceptable schedule for completion of the litigation and an estimate of total attorney's fees necessary to bring the litigation to conclusion. Upon receipt of an acceptable schedule and estimate, State may, in its sole discretion, establish a maximum amount (a cap) of total fees available for reimbursement above \$50,000, assuming all other eligibility requirements are met. LPA will be solely responsible for its proportional share of

all attorney's fees reimbursed, and for all attorney's fees incurred in excess of the amount of the cap.

SECTION 13. RAILROAD

This section has intentionally been left blank in this contract.

SECTION 14. UTILITIES

14.1 Utility facilities installed, relocated, or rehabilitated within the Right-of-Way for this project must be completed in accordance with the provisions of Federal-aid Highway Policy Guide, 23 C.F.R. § 645A, "Utility Relocations, Adjustments and Reimbursement", and Federal-Aid Policy Guide, 23 CFR 645B, "Accommodation of Utilities" issued by the U.S. Department of Transportation, Federal Highway Administration, and State's "Policy for Accommodating Utilities on State Highway Right-of-Way." Further, LPA utility work shall be performed in conformance with the Buy America provisions found at 23 U.S.C § 313 and applicable regulations in 23 C.F.R § 635.410. LPA's project utility work shall also follow the current "Policy for Accommodating Utilities on State Highway Right-of-Way" and the LPA Guidelines Manual. In order for the utility work to be eligible for Federal-aid, a utility agreement between LPA and the Utility will need to be executed by both parties and approved by State. A Notice to Proceed given by State to LPA must be obtained prior to beginning the utility rehabilitation or utility installation work. State's standard utility agreement (State Template AGR167) must be used; a copy of this Agreement can be obtained from the LPD Project Coordinator.

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

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

14.3 LPA Owned Utilities

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

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

14.3.2 All other Utility Facilities – Along or crossing the project

The eligible non-betterment costs of the necessary rehabilitation of all other LPA owned utility facilities shall be a project cost. No LPA owned utility rehabilitation

work shall be performed by LPA prior to State obtaining Federal authorization and receipt of a Notice to Proceed; any work performed by LPA prior to receipt of Notice to Proceed will not be eligible for Federal-aid. **LPA shall develop the rehabilitation plan for the other LPA owned facilities affected by the project and submit the plan to State for review and approval.** State may either (1) allow LPA to separately construct the other LPA owned utility rehabilitation plan, or (2) incorporate the other LPA owned utility rehabilitation plan into the plans for the transportation project to be constructed by the project construction contractor. When LPA separately constructs the other LPA owned utility rehabilitation, LPA shall submit to State its final invoice for the utility rehabilitation for State's review and reimbursement of actual eligible costs.

14.4 Non-LPA Owned Utilities

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

14.5 State Highway Right-of-Way

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

SECTION 15. FINAL PLANS, BID LETTING AND CONSTRUCTION

15.1 Plans, Specifications and Estimates (PS&E)

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

15.2 Bid Letting and Award of Construction Contract

State, on behalf of LPA, will provide State's standard notice to bidders and will conduct a bid letting for LPA's Federal-aid project following State's bid letting and award

procedures. State will recommend, for LPA's review and approval, its determination of the apparent low bidder for the project, except when State rejects all bids. LPA must provide a resolution concurring with the selection of the low bidder before State will issue the construction contract for signing. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

15.3 Construction and Construction Engineering

LPA agrees to cause the project to be constructed in compliance with the approved PS&E package, State approved change orders, and applicable rules, regulations and statutes. The construction of this project will require a) the services of the RC as LPA's representative, b) construction oversight by a licensed professional engineer (see Neb. Rev. Stat. § 81-3445), and c) a State Representative from the District whose review of the project's construction will relate solely to the eligibility of the project for federal funding.

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

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

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

16.1 Tentative Final Acceptance

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

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

16.3 NDOT Form 299 – Project Construction Conformity Certification

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

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

State Construction Division – Final Review Section will review and approve the finals package, and when approved, will sign the NDOT Form 299 and distribute it to the NDOR Controller Division, to provide notification of project closeout and to request final payment to the Contractor.

16.4 Audit and Final Settlement with LPA

16.4.1 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred on the project are eligible for reimbursement with Federal Funds. LPA shall cooperate fully with State and shall provide any relevant information necessary to complete the final audit of the project. LPA shall take any actions necessary to resolve any issues involved with the audit of the project.

16.4.4 The amount of the final settlement between State and LPA will be LPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to State by LPA.

16.4.5 If LPA's calculated share is more than the amount of local funds previously paid to State, State will bill LPA for the difference. LPA agrees to pay the amount due State within thirty (30) days of receipt of invoice.

16.4.6 If LPA's calculated share is less than the amount of local funds previously paid to State, State will reimburse LPA for the difference.

SECTION 17. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

LPA accepts sole responsibility for maintenance of the project after tentative acceptance of the project. LPA shall provide all future maintenance of the project consistent with the requirements for a Federal-aid project. LPA also accepts responsibility for meeting all project environmental and other commitments and responsibilities required by contract, permit, and environmental document or by federal or state law. LPA will release and hold harmless State and FHWA from any suits brought against State arising out of LPA's operation and maintenance of or related to the project.

SECTION 18. FINANCIAL RESPONSIBILITY

18.1 General

LPA intends that its project be developed so that the project costs will be eligible for partial reimbursement with Federal-aid funds. The Parties understand that no State funds will be used to finance the costs of LPA's project. LPA understands that payment for the costs of this project, whether they be services, engineering, ROW, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, if the Federal government declines to participate in the project or any portion of the project, LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion by LPA, LPA shall pay or repay State for all costs incurred by State or reimbursed with Federal-aid funds prior to such abandonment.

18.2 Total Project Costs and Funding Commitments

The total cost of the project is currently estimated to be \$550,000.00 as set out in the table below:

START-UP:	Federal	Local Match	Nonparticipating	Other	Total
a. RC Costs					\$0.00
b. Consultant 1					\$0.00
c. Consultant 2					\$0.00
d. Consultant 3					\$0.00
e. NDOT					\$0.00
SU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Implementation	\$440,000.00	\$110,000.00			\$550,000.00
Final Report Close-out					\$0.00
TOTAL:	\$440,000.00	\$110,000.00	\$0.00	\$0.00	\$550,000.00

Both LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated for some of the phases set out above, LPA must seek and obtain, from State, additional Federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State's approval of such estimate,
- Receiving notification from State that additional Federal Funds have been obligated,
- Receipt of a notice to proceed from State to incur costs, if applicable

18.3 LPA Responsibility

LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the project or any portion of the project LPA is responsible for full project payment with no cost or expense to State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, LPA shall pay or repay State for all costs incurred by State prior to such abandonment.

18.4 Reimbursement of Costs Incurred by LPA

LPA incurred project costs of the five (5) types listed in this section may be eligible for reimbursement from Federal-aid funds for this project if:

- LPA submits a detailed cost estimate, when applicable, and State approves such estimate,
- State has obtained Federal Funds obligation,
- State issues notice to proceed to LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement, and
- LPA submits invoices no more frequently than monthly. LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse LPA for the Federal share of the eligible actual costs. LPA shall retain detailed cost records supporting all invoices and shall submit those records to State upon request.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by LPA are allowable under this Agreement, including any Professional Services agreements.

18.4.1 LPA Project oversight costs

Project oversight costs include direct costs, such as compensation of LPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects. If LPA wishes to be reimbursed for these costs, State will request an initial Federal funding obligation of \$5,000 for this purpose, so that LPA may commence work immediately following receipt of a notice to proceed from State prior to performing any work which would result in exceeding the initial \$5,000 Federal funding authorization.

If additional reimbursement is desired by LPA, LPA must submit a detailed cost estimate for approval by State. If approved, State will request an adjustment to the Federal funding obligation.

18.4.2 LPA provided professional services

Professional services provided by LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by LPA and associated costs.

Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.

18.4.2 Non-betterment Utility Relocation Costs

Certain utility relocation costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Utility Agreement with the applicable utility using State's template agreement, which shall identify the services to be provided by the utility and associated costs. **Any utility work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.4.3 Right-of-Way

Certain right-of-way costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Eligible ROW expenses include, but are not limited to, appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers' fees. Additional expenses for condemnation proceedings or District Court Trials may be reimbursed to LPA on a case-by-case basis.

If LPA uses ROW service providers, LPA shall execute an agreement using State's template agreement, which shall include a detailed scope of services and associated costs. **Any right-of-way costs incurred prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.4.4 Railroad

Certain railroad costs incurred by LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require LPA to execute a Railroad Agreement with the applicable railroad using State's template agreement, which shall identify the services to be provided by the railroad and associated costs. **Any railroad work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.5 Payment of Consultant Professional Services by State

When LPA uses consultant professional services for this project, the costs of these services may be eligible for payment from Federal-aid funds. For State to pay for these professional services, LPA must execute an agreement with the service provider using State's template agreement. Such agreement shall include a detailed scope of services and fee proposal. State shall pay the consultant directly, with Federal and local funds, for any eligible costs. Any non-participating costs, or costs determined to be ineligible, shall be the sole responsibility of LPA and LPA shall reimburse State for any such costs paid to the Consultant. **Any professional services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

18.6 Payment of Construction Costs by State

All project contractor construction costs will be paid directly to the contractor by State, on behalf of LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans*Port SiteManager Software**. All progress estimates and final estimates must be approved by the RC prior to submittal to State Representative for funding approval and processing of payments.

18.7 State Incurred Costs

The expense incurred by State employees to perform tasks related to the development and construction of this project may be part of the cost of the project. LPA shall be responsible for such costs as charged by State employees; however, these costs are eligible for Federal-aid participation up to the maximum amounts outlined below.

The maximum amount for which Federal Funds will participate in State incurred costs are:

1. PE Phase (including ROW Design activities)
Upon execution of this Agreement, State may obligate up to a maximum of \$10,000, allocated in accordance with the table above, for State incurred PE Phase services.
2. Construction Phase
State will request an obligation of Federal Funds equal to 1% of the estimated construction costs or \$5,000, whichever is greater, allocated in accordance with the table above, for Construction Phase services. State will request an additional obligation of Federal Funds of \$2,500 for internal audit costs incurred by State.
LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

18.8 LPA Project Budget and Invoicing by State

- 18.8.1 LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.
- 18.8.2 At times determined by State, and after execution of this Agreement, State will invoice LPA for some or LPA's entire share of State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, State will invoice LPA their share of the total agreement amount.
- 18.8.3 Upon award of the construction contract, State will invoice LPA their share of the construction contract plus contingencies and construction engineering (includes \$2,500 audit costs), and any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon by the Parties. LPA shall pay State within 30 calendar days of receipt of invoice from State.

18.9 Audit and Final Cost Settlement

- 18.9.1 Final reimbursement requests must be made within 60 days after LPA has filed a completed State DR Form 299 with State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.
- 18.9.2 The final settlement between State and LPA will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the SECTION 16. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT of this Agreement for additional information.

18.10 Project Withdrawal

If LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed.

SECTION 19. SUSPENSION OR TERMINATION

19.1 Suspension.

State, in its sole discretion, reserves the right to suspend LPA's project when State determines that there are issues related to responsiveness, quality, project monitoring, eligibility or compliance with the terms of this Agreement that must be corrected by

LPA. Suspension of the project may include, but is not limited to, State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for State to revoke the suspension.

A suspension may also be imposed by State for any of the reasons listed in the Termination subsection below.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this Agreement.

19.2 Termination.

This Agreement may be terminated as follows:

- a. State and LPA, by mutual written agreement, may terminate the Agreement at any time for any reason.
- b. State may terminate this Agreement for the following reasons:
 1. A decrease or shift in available federal-aid funding that will, in the sole discretion of State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
 2. When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
 - a) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
 - b) LPA has not advanced the project to Right-of-Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR Part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
 - c) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by State.
 - d) LPA has failed to replace the RC with an RC approved by State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
 - e) LPA either (1) informs State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) does not move promptly to acquire the needed property rights.
 - f) LPA has failed to take any action deemed necessary by State for the project to be ready for the targeted letting date within the year specified in the STIP.
 - g) LPA has not included the project or project phases within LPA's one or six year plans or, when applicable, within LPA's Transportation Improvement Program (TIP), in the correct fiscal year.

3. LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
 4. A notice or declaration of FHWA or State that any part of the project is or has become ineligible for federal funding.
 5. LPA's failure to sign any State requested project documents in a timely manner.
 6. LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from State.
 7. LPA's breach of a provision of this Agreement.
 8. LPA's failure to cause the project to be constructed according to the approved project plans and specifications.
- c. LPA may terminate the Agreement upon sixty (60) days written notice of termination to State, subject to LPA meeting the conditions of paragraph 5 below.
 - d. Prior to State terminating this Agreement, State shall provide written notice to LPA of the basis for termination and, when determined applicable by State, provide LPA sixty (60) days to properly resolve all issues identified by State.
 - e. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under e.(a). Further, LPA will thereafter be solely responsible for all costs associated with LPA's project.

SECTION 20. FEDERAL AUDIT REQUIREMENT

- 20.1 The funding for the project under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 20.2 LPA shall comply with this Single Audit mandate as described in Section 20.1. Any federal funds for LPA projects paid directly to contractors and consultants by State, on behalf of LPA, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 20.3 If necessary, the Federal award information needed for the SEFA includes:
- Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
 - Pass-Through Grantor:** Nebraska Department of Transportation
 - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
 - CFDA Number:** 20.205
 - Project Number:** DPS-77(71)

20.4 If a Part 200 Audit is submitted by LPA, LPA shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 21. COMMITMENT TO CONTINUED USE OF TRANSPORTATION FACILITY

LPA has requested Federal-aid funds for this project based on a specific need for the construction or improvement of a street, road, highway, bridge, trail, or other transportation facility. If the project is constructed, LPA commits to use the project facility to meet the specific need that was the basis for the expenditure of Federal-aid funds. LPA shall submit to State, for review and approval, any proposed changes to LPA routes which affect the function or operation of the project facility either during construction or after the project is completed.

SECTION 22. INDEMNITY

LPA agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this Agreement.

SECTION 23. TRAFFIC CONTROL

LPA shall be responsible for the development, installation, and monitoring of the traffic control plan for the project, and for project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. LPA's RC shall monitor the construction work zone to confirm that the traffic control devices remain in conformance with the traffic control plan. LPA shall certify that all permanent traffic control devices on the completed project have been properly installed. LPA

SECTION 24. CONFLICT OF INTEREST LAWS

LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State website at the following location:
<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

LPA must also complete and sign the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on State website at the following location:
<https://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>

Consultants and subconsultants providing services for LPA's or submitting proposals for services shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 25. DRUG FREE WORKPLACE

LPA shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 26. RECORDS RESPONSIBILITY

LPA shall keep a project file for this project and keep and maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence related to costs incurred. LPA shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this Agreement; such records must be available for inspection by State and the FHWA or any authorized representatives of the Federal government, and LPA shall furnish copies to those mentioned in this section when requested to do so.

SECTION 27. FAIR EMPLOYMENT PRACTICES

If LPA performs any part of the work on this project, LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 28. DISABILITIES ACT

LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 29. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS

PROVISIONS

LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within State of Nebraska.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

30.1 Policy

LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

30.2 Disadvantaged Business Enterprises (DBEs) Obligation

LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. LPA shall not

discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of State for the Federal-aid contracts LPA enters into on this project.

Failure of LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by State or such remedy as State deems appropriate.

SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES

During LPA's performance of work under this Agreement, LPA, for itself, its assignees and successors in interest agrees as follows:

- 31.1 **Compliance with Regulations:** LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 31.2 **Nondiscrimination:** LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- 31.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by LPA of LPA's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- 31.4 **Information and Reports:** LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, LPA shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 31.5 **Sanctions for Noncompliance:** In the event of LPA's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
 - (a) Withholding of payments to LPA under this Agreement until LPA complies, and/or
 - (b) Cancellation, termination, or suspension of this Agreement, in whole or in part.

31.6 Incorporation of Provisions: LPA shall include the provisions of Sections 31.1 through 31.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. LPA shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, LPA may request State enter into such litigation to protect the interests of State, and in addition, LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 32. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by LPA this _____ day of _____, 20_____.

WITNESS:

CITY OF BELLEVUE, NEBRASKA
Rusty Hike

LPA Clerk

Mayor

EXECUTED by State this _____ day of _____, 20_____.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Jodi Gibson

Local Assistance Division Manager

RESOLUTION
SIGNING OF THE PROJECT PROGRAM AGREEMENT

City of Bellevue

Resolution No. _____

Whereas: City of Bellevue is proposing a transportation project for which it would like to obtain Federal funds; and

Whereas: City of Bellevue understands that it must strictly follow all Federal, State, and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bellevue and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Bellevue that:

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached Project Program Agreement between the City of Bellevue and the NDOT.

City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement.

NDOT Project Number: DPS-77(71)

NDOT Control Number: 22937

NDOT Project Name: Fort Crook Road Bridge Linkage Analysis

Adopted this _____ day of _____, 20____ at _____ Nebraska.
(Month) (Year)

The City Council of the City of Bellevue

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

Attest:

Signature City Clerk

*16a.

11/7/2023

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 11/7/2023		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Approval of Waiver Hunting Regulations - Capt. Kurt Stroehrer or Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2023 through 1/31/2024 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: N/A

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: N/A

START DATE: N/A END DATE: N/A PAYMENT DATE: N/A INSURANCE REQUIRED: NO

CIP PROJECT NAME: N/A CIP PROJECT NAME: N/A

STREET DISTRICT NAME (S): N/A STREET DISTRICT NUMBER (S): N/A

ACCOUNTING DISTRIBUTION CODE: N/A ACCOUNT NUMBER: N/A

RECOMMENDATION:

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

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

2023 Hunter Waivers

Name	Address	City	Zip	Hunting Permit #	Address of Hunting Site	Gvn to Police	PD Apprv'd or Dn'd	CC Mtg	CC Apprv'd or Denied
Kurt Stroehler	1706 Hawk Ridge Circle	Bellevue	68147	D0001125533	Jewell Park	10/23/2023	10/23/2023	11/7/2023	
Donald Pleiss	11610 Cooper Street	Papillion	68046	D0001123072	Jewell Park	10/23/2023	10/23/2023	11/7/2023	
Max Ceballo	5625 S. 114th Street	Omaha	68137	D0000872666	Jewell Park	10/27/2023	10/27/2023	11/7/2023	

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
11/7/2023

COUNCIL MEETING DATE: 11/7/23		SUBMITTED BY: Police	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve the purchase of a Ford F450 pickup truck for the purpose of pulling the Police/Fire Command trailer.

SYNOPSIS/BACKGROUND:

The Police and Fire Departments have been working together to purchase a mobile Command Post Trailer for use during natural disasters, large scale emergencies and planned events. The GVWR (gross vehicle weight rating) of the trailer is 24,000 pounds, which requires a strong, heavy duty diesel pickup truck to pull it. The pickup would also serve as a "Cruiser" for the primary driver assigned to pull/operate the Command Post.

FISCAL IMPACT: \$67,889.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: Anderson Ford- Lincoln INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: Vehicle Purchase contract

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:


RECOMMENDATION:

Approve the purchase of the Ford F450 pickup truck for the Police Department, for the primary purpose of pulling the mobile Command Post Trailer.

ATTACHMENTS:

1. Quote from Anderson Ford 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: 
 FINANCE APPROVAL AS TO FORM: 
 ADMINISTRATOR APPROVAL AS TO FORM: 

ANDERSON

www.AndersonAutoGroup.com

September 19th, 2023

Bellevue Police Department
Captain Kurt Stroehrer

State Contract # 15760

1. 2024 Ford F350 Crew Cab 4x4: \$63,609
2. Upgrade to F450 Crew Cab 4x4: \$1,895
3. 6.7L Diesel Engine--included
4. Hideaway gooseneck hitch: \$1,295
5. XL package with power: included
6. Black exterior--included
7. Vinyl black floors--included
8. 40/20/40 split bench--included
9. Platform full length black running boards: \$300
10. Front and rear Ford factory black mudflaps: \$195
11. Spray-in bedliner: \$595

Total price: \$67,889

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 458 9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308 384 1700

ST. JOSEPH

2207 North Bell Highway
St. Joseph, MO 64506
816 383 8000

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
11/7/2023

COUNCIL MEETING DATE: 11/7/2023		SUBMITTED BY: Police	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

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

SYNOPSIS/BACKGROUND:

The Police & Fire Departments have a joint need for a mobile command post trailer for use during large scale emergency operations and planned events. After researching several possible manufacturers, we've concluded that our needs would be best met by MBF Industries, of Sanford, Florida. We have been working with them to develop the preliminary plans and the cost of construction is \$472,920.00. Those costs could conceivably change somewhat, as minor changes are expected as construction progresses. The projected delivery date would be approximately late 2024/early 2025. No down payment is required.

FISCAL IMPACT: \$472,920.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Trailer Purchase Contract

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the purchase of the mobile command post trailer for the Police Department at the preliminary amount of \$472,920.00.

ATTACHMENTS:

- Command Post preliminary plans
- Command Post Quote
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



MBF Industries, Inc.

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Quotation

Bellevue, NE Police Department
Command Trailer

Revised - Removed Cradlepoint and Added OneScreen

February 3, 2023

Presented to:

Lt. Kurt Stroehler
Bellevue Police Department
kurt.stroehler@bellevue.net
402-682-6604

Price, per unit:

Mobile Command Trailer
Per Specifications
Drawing: JL- 15189 Dated: 11/09/20
FOB Sanford, FL

Command Trailer — \$472,920.00

Proposal Includes:

- Cost quotation
- Per attached drawings
- General & chassis specifications

Terms of Sale:

- Net 30 Days with approved Purchase Order
- Price honored for 90 days
- Pre-payment for grant purposes is acceptable

Warranty:

- MBF Conversion: 2 yrs./Unlimited miles
- Electrical: 5yrs./Unlimited miles
- Chassis: By manufacturer
- All installed components revert back to manufacture warranty

Submitted by:

Andy Grose
andy@mbfindustries.com
Specialty Vehicle Consultant
407-323-9414 ext. 105



MBF Industries, Inc.

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STATEMENT OF WARRANTY (Non re-mountable body vehicles)

Chassis - By manufacturer
Conversion - 2 yrs./unlimited miles
Electrical - 5 yrs./unlimited miles
Paint - 2 yrs./unlimited miles
All other equipment: By individual component manufacturer

Seller warrants to Purchaser that those goods manufactured by Seller, and bearing Seller's nameplate, (and no others) are, under normal use and services as specified in the manuals to be furnished by Seller to the original Purchaser, free from defects in material and workmanship from the date of delivery by Seller to the original Purchaser. Seller's obligation with respect to this warranty shall be limited to inspection of the goods and repair or replacement of defective apparatus or equipment. If inspection by Seller does not disclose any defect in material or workmanship, Seller's regular service charge shall apply. This warranty shall not apply to any products which must be replaced because of normal wear or which have been subjected to misuse, negligence, accident or unauthorized alteration.

Coverage is also extended to component equipment items provided by Seller except those which are covered by the individual component manufacturer's own warranties which shall then apply. Seller shall assign to Purchaser all such warranties received from the component suppliers.

Seller, in no manner, direct or indirect warrants any of the following:

- A. The system or any related parts or equipment supplied by Purchaser or any agent, supplier or representative of Purchaser.
- B. Lamps, tubes, fuses, tires, batteries and similar apparatus or components subject to wear or burn out through usage, including LED perimeter lighting.

This warranty is expressly in lieu of all and any other express or implied warranties, including any expressed or implied warranty of merchantability or fitness for particular purpose and in no event shall Seller be liable for incidental or consequential damages, or for damages to property, or for death or bodily injury, or for any loss or damage arising from use of products manufactured by Seller.

Warranty Service Number: 407-323-9414



MBF Industries, Inc.
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Thank You!

We appreciate your interest in selecting MBF as a possible supplier to build your specialty vehicle. We are dedicated to making your building process a positive experience for all involved, from start to finish and beyond. During the process you will have the ability to check status, request production photos and have contact with those directly involved with the construction of your vehicle.

Again, we thank you for contacting MBF, and if you have any question please do not hesitate to contact us.

Sincerely,

Team MBF

MOBILE COMMAND TRAILER PROPOSAL - REVISED

PREPARED FOR:





MBF Industries, Inc.

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Vendor Qualifications Information

Qualifications:

- Sub Chapter S Corp. State of Florida
- FID# 593126557
- DUNS# 841048192
- CAGE# 1XFA5
- GSA# 30F-0022S
- AWS Certified
- CPARS

Capabilities:

- 12-15 vehicles in production per month
- In-House Engineering & Integration
- In-House Engineering & Fabrication
- Single Source Manufacturer
- Mobile and Fixed Location Units
- Trucks, Trailers, SUV, Vans & Refurbishment
- Vehicle Specifications & Engineered Drawings
- A/V/C Specifications & Engineered Drawings

Warranty:

- MBF Structural Body: Lifetime/unlimited miles (***Re-Mountable Body***)
- Body Components: 10 yr./unlimited miles
- MBF Conversion: 2 yr./Unlimited miles
- Chassis: By manufacturer

Submitted By:
Andy Grose
Specialty Vehicle Consultant
407-323-9414 x105
andy@mbfindustries.com



MBF Industries, Inc.

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Vendor History

Established in 1992, MBF Industries, Inc. hit the ground running with insight, vision, and high standards to provide a service to the banking industry that was previously unavailable, Mobile Branch and ATM trucks. Bringing together a team of seasoned manufacturing professionals in the design, structural engineering, electrical engineering, along with electronics, communications, and audio video integration, all under one roof. The founding President of the company, John Baker, set the goal to a level greater than ever seen in the industry. This reputation for excellence, caused by customer demand, prompted this company to evolve into the mobile command and communications vehicle realm. This has further evolved into a strong demand for MBF quality in Bloodmobiles, Broadcast trucks, and even Mobile Radiology Treatment vehicles, just to name a few.

MBF Industries has, since the first day, built on that standard to become the premier global provider of specialty vehicles. Public safety agencies, military organizations, local, county, state, and federal agencies as well as private industry, utilize our vehicles to respond to incidents to provide a foundation within which the resources are available to bring order to chaos. The company's growth has come not from attending conferences as a vendor, but through returning previous customers and referral to others by those customers. MBF Industries' vehicles, utilizing our Modular Re-mountable body are regularly seen on national and international news stories being utilized in the command zone of major incidents.

A highlight of our history is the fact all trades are conducted in house at our plant in Sanford, FL which makes life easy for our customers. The culmination of all of these facts have led to our building more highly electronically integrated Extra Heavy Duty command and communications vehicles than all other similar builders combined. All of this is accomplished while still maintaining personal yet professional relationships with our customers that last indefinitely.

The following is the narrative from a statement from John Baker to all of the customers working with us on a project. It defines his vision of a "Quality Culture" in business, especially ours:

"In the course of competition, the question of evaluating quality and workmanship often arises and as would be expected every company believes they provide good quality and workmanship. However, the truth is in the eye of the beholder and what one person perceives as quality and workmanship another may not.

This issue has concerned me for some time, as to how do I convey our standards to a prospective client. It finally occurred to me these qualities cannot be measured in a single project, but is the culmination of a long term consistent pattern of performance.

Over time, a company will inherit the personality of its leadership, both good and bad. If the leadership does not place value on quality and workmanship, then how can the employees be expected to take it seriously? A manager cannot announce "we will build the best quality product" and expect results to be



MBF Industries, Inc.

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achieved overnight. The philosophy must be supported and demonstrated by leadership and it must be passed down through layers of management to supervisors to team leaders and finally to the individual actually doing the work. This does not happen overnight, but must be continually reinforced until it becomes a part of the "culture" of the company.

MBF Industries, Inc. is celebrating its 23rd year of business. We are proud that over 55% of our current employees were involved in building my 1st vehicle in 1992 and each year a majority of our business comes from past customers. Building quality products with exceptional craftsmanship "is our culture" and has been 23 years in developing."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Carrie Keiper	
O'Connor Insurance, Inc.		PHONE (A/C, No, Ext): (941) 981-5160	FAX (A/C, No): (866) 782-0110
3208 E. Colonial Drive		E-MAIL ADDRESS: carrie@dealersinsurance.com	
Suite 220		INSURER(S) AFFORDING COVERAGE	
Orlando FL 32803		INSURER A: Hartford Fire Ins Company	NAIC # 19682
INSURED		INSURER B: Technology Ins. Co.	42376
MBF Industries Inc and 210 Tech Inc		INSURER C:	
210 Tech Dr		INSURER D:	
Sanford FL 32771		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 GL, Auto, WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			21UENSV6806	12/22/2019	12/22/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21UENSV6806	12/22/2019	12/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						COMBINED SINGLE LIMIT EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3821379	10/27/2019	10/27/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation excluded officers: John W Baker III; James R Saboff

CERTIFICATE HOLDER**CANCELLATION**

Insured Copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



MBF Industries, Inc.

The Specialty Vehicle Company

MBF Service Approach

Service after the sale and delivery of your vehicle at MBF remains an important aspect of vehicle ownership because we realize that our vehicles are called upon for a myriad of tasks, in conditions from the deserts of the Middle East to the remote ranges of sub-Saharan Africa to the frozen winters of Northern Canada.

Operational readiness of a specialty vehicle is “purpose number one” for the purchase and intended use of our vehicles and being able to assist customers with parts replacement, locating service providers in the local markets of our respective customers and providing engineering guidance for fleet managers and repair facilities helps operators and support staff minimize down time and maintain operational readiness for their agencies.

MBF prides itself on customer access to engineering and design staff, technical support personnel and repair technicians by maintaining a live answer policy during business hours and on-call staff contact for after-hours and weekend issues. A customer with a vehicle issue can reach our electrical, integrated technology department, structural/mechanical engineers or parts department during normal business hours without having to be placed in to voice mail or a service request queue. This active response ensures that the issue is escalated and addressed in the fastest manner possible. For those wishing to take a less direct interaction, our website supports web form submissions for less critical inquiries in to operation questions, parts replacement and training requests.

MBF routinely performs service, refurbishment and repairs on vehicles owned by customers in our local market. Should repairs or technical support require the on-site attention of an MBF engineer, support staff or technician away from our Florida headquarters, MBF will undertake those travel arrangements to respond in person to assist customers with the repair and return to service of critical response vehicles. We understand that your down time impacts public service departments and agencies as well as the bottom line of private businesses with obligations to the communities and missions these vehicles serve. We have passport stamps from all over the globe to prove this level of service and training and can adapt to and assist with everything from re-training on a vehicle to complete refurb projects to overseeing large scale upgrades as technology systems become obsolete.

With direct channel access to owners, director level managers and design and engineering staff, MBF strives to provide an unparalleled service experience in support of highly technical and complex vehicle designs. By addressing issues directly for customers, working cooperatively with service providers in local markets to effect repairs following accidents and mishaps, bridging customers to trusted equipment suppliers on integrated systems installed in vehicles and maintaining a personal response oriented approach to keeping your vehicle on the road, MBF strives to match the quality of their lifetime body warranty with equally impressive service and warranty support.



MBF Industries, Inc.

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Quality Control

- Step 1:** Individual employee inspects and signs off on their workmanship.
- Step 2:** Team Leader for the department reviews and signs off on the workmanship.
- Step 3:** The Project Engineer, Electrical Engineer and Network Engineer all review the project daily during the production process.
- Step 4:** The Production Manager reviews each project daily during production and prepares a formal inspection upon completion.
- Step 5:** The QC Manager reviews all inspection documentation and conducts a separate inspection. This inspection is conducted with the President or the CFO. The QC Manager reports directly to the President and CFO.

Client visits are welcomed at anytime.

210 Tech Drive.
Sanford, FL 32771
407-323-9414
www.MBFIndustries.com



MBF Industries, Inc.

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Project Management

The following are recommended procedures to ensure project completion on time, on budget and meeting or exceeding customer expectations.

1. Pre-Construction Meeting: Following contract award and while the chassis is on order, it is recommended the client representative(s) visit MBF for the purpose of complete project review. Recommended within four (4) weeks of the contract award.

This meeting will include a complete review of the design drawings and specifications. Detailing locations of outlets, both electrical & data, will be identified.

- MBF attendance to include Jake Taylor, who will function as the Project Manager for MBF. Additional attendees will include the Project Engineer, Electrical Engineer & Network Engineer.
- Client Representative(s): The individual that will function as the client Project Manager, Communications or IT Representative and the individual responsible for maintaining the vehicle. Any other representatives are welcomed as well.
- MBF suggests arriving the evening prior to the meeting and allowing 1 to 1 ½ days.

2. Pre-Wire Meeting: After the chassis has arrived, the body mounted and initial wiring of the vehicle has begun. It is recommended a client representative attend a ½ day meeting to review electrical, audio, video and communications wiring drawings.

3. Final Inspection Meeting: The purpose of the meeting is for a client inspection and familiarization of the vehicle. This allows for any “last minute” additions to be handled prior to delivery. Upon client’s approval, the vehicle is scheduled for delivery.

4. “On Site” Training: Depending upon the complexity of the vehicle and at the clients request, “on-site” training will be provided by MBF personnel.



Calgary Police Service, Sara Skinner
677 25th Ave SE, Calgary, AB T2G 4K8
SSkinner@calgarypolice.ca ; 403-428-2097
Mobile Command Vehicle



Gila River Indian Community, Robert DeLeon
1576-A South Nelson Drive, Chandler, AZ 85226
Robert.DeLeon@gric.nsn.us; 520-796-3755
Mobile Command Vehicle



Tampa Port Authority, Jeff Smith
2002 Maritime Blvd., Tampa, FL 33602
jsmith@tampaport.com ; 813-241-1881
Mobile Command Vehicle



Brentwood Ambulance, Francisco Martinez
29 3rd Avenue, Brentwood NY 11717
Francisco.Martinez@brentwoodambulance.com ; 631-942-9120
Emergency Management Trailer



Wood Buffalo, Jody Butz
Jody.Butz@woodbuffalo.ab.ca
Hazmat Trailer



East Hampton Police Department, Michael D Sarlo
P.O Box 909 131 Wainscott N.W Road, Wainscott NY 11975
msarlo@ehtpd.org ; 631-537-6850
Sprinter



City of Arlington Police Department, Arlington, TX Sgt. Paul Long,
1015 West Main Street, Arlington, TX 76013
Paul.Long@arlingtontx.gov (682) 551-6905
Mobile Command Vehicle



Manatee County Sheriff's Office, Bradenton, FL, Lt. Gary Sammons
600 US Highway 301, Blvd. W. Bradenton FL 34205
gary.sammons@manateesheriff.com (682) 551-6905
Mobile Command Vehicle



City of Orlando, Orlando, FL, Sgt. Blye
100 South Hughey Ave., Orlando, Fl. 32801
jeff.blye@cityoforlando.net, 321-228-9334
30' CNT



FEMA, Washington, D.C., Pat Casey, Telecommunications Manager
500 C. St., SW, Rm 508, Washington, DC. 20472
partick.casey@dhs.gov, 202-646-4568
Remove body from damaged truck and design/build new 40'



Utah Highway Patrol, Trooper Shawn Thomas, State of Utah
PO Box 141775, Salt Lake City, Utah, 84114
shawnthomas@utah.gov, 801-381-5657
DUI Vehicle



New York City, Dept. of Emergency Management, DoITT, Mr. Joe Deker
165 Cadman Plaza East, Brooklyn, NY 11201
jdeker@DOITT.nyc.gov, 718-804-4864
Communication Vehicle

SPECIFICATIONS
BELLEVUE POLICE DEPARTMENT
MOBILE COMMAND/COMMUNICATIONS TRAILER

Ref: Drawing: JL-15189 Dated: 11/09/2020



1.0 OVERALL TRAILER DIMENSIONAL SPECIFICATIONS

- Overall Length 38'
- Overall Height 13' 5"
- Width 100"
- Interior Usable Width 95 3/4"

1.1 Trailer

2021 All Aluminum Flat Floor Fifth Wheel Trailer.

- Three (3) 8,000 lb. STI Air-ride Axles
- Electric disc brakes - all axles
- Exterior color: "White"
- Four (4) post hydraulic stabilization system
- Painted steel wheels
- 215/75R17.5LRH radial tires

1.2 Frame

- Fully undercoated perimeter frame
- All-tube walls and ceiling
- Spread axle design with fenderettes
- Gel Cell battery breakaway kit
- Goose Neck Coupler
- Safety chains & hooks
- 16" OC floor cross-members
- 16" OC roof cross-members - 2" x 2"
- 16" OC Wall supports
- Smooth alum radius wheel boxes

1.3 Interior Structure

- Advantech sub floor
- Flat floor
- Sub-basement
- 6" additional height
- Transition flap

1.4 Exterior

- 3" upper rub rail trim
- 3" lower rub rail trim
- .050 smooth side aluminum

1.5 Paint

Body side, rear and front walls and doors all painted "white" with aluminum finish trim.

1.6 Exterior Graphics

A \$4,000 graphics allowance included.

1.7 Pull Vehicle

Customer Provided

2.0 EXTERIOR COMPARTMENTS & DOOR SPECIFICATIONS by MBF (unless noted OEM)

Curbside:

1. Flip down door storage compartment (transverse OEM from trailer Manufacture)
2. Flip down door compartment housing the entry stairs (OEM from trailer Manufacture)
3. Flip down door storage compartment (transverse OEM from trailer Manufacture)
4. Single door storage compartment
5. Double Clamshell doors housing the exterior workstation
6. Single flip up door providing access to the I/O Panel

Street Side:

7. Flip down door storage compartment (transverse OEM from trailer Manufacture)
8. Flip down door providing access to the water tanks
9. Flip down door housing shore power and mast controls
10. Single door providing access to the rear of the equipment rack
11. Single door providing access to the generator fuel tank

Front:

12. Single flip up door providing access to the Hydraulic pump for the landing gear
13. Single flip up door providing access to auxiliary batteries and charger
14. Double door providing access to the generator

2.1 Storage Doors Below Floor Level

All storage doors below the floor level shall be manufactured by the OEM trailer manufacture. They will be constructed with all-aluminum materials and meet all FMVSS.

2.2 Personnel & Storage Compartment Doors Above Rub Rail

All doors will be manufactured of 0.0125" aluminum extrusions and 0.125" aluminum plate continuously welded. Personnel entry doors will be insulated with a minimum of 2" sprayed urethane foam. All doors are custom made to the customer's requirements. The doors incorporate automotive quality door closers and anti-bust locks. Double seals are installed on all doors.



2.3 Compartment & Entry Doors

All doors not provided by the OEM shall be fabricated from specially designed, matched door and doorjamb aluminum extrusions.

- **Door Frames**

The doorframe extrusions shall be able to accept a 0.125" aluminum sheet for an exterior skin. Two rotary latches shall be installed in the frame of each entry door.

- **Door Jambs**

The doorjamb extrusion shall be welded to the body wall structure. Two striker pins shall be installed in each entry doorjamb.



- **Door Handles**

Chrome paddle handle outside and a lever handle inside. The handles, latches and striker pins pass FMVSS 206 and comply with FMVSS 302.

- **Hinges**

All exterior hinges used for entry and compartment doors shall be stainless steel, continuous, w/3" open dimension and a ¼" diameter hinge pin. Hinge mounting holes shall be slotted to allow door adjustment in two planes. Holes shall be drilled and tapped in door and jamb extrusions to accept truss head style machine screws (stainless steel).

- **Gaskets**

Passenger and compartment door gaskets shall be bulb typed, designed to match the doorjamb extrusions, and shall be extruded with material to satisfy ambient temperature extremes. There shall be no interruptions in the gasket for door locks, latches or hinges. Gaskets shall be miter cut at the corners and sealed with "3M" weather strip adhesive.

2.4 Generator Compartment

The compartment shall be a minimum of 0.125" 3003 aluminum sheet, continuously welded to prevent carbon monoxide intrusion into the trailer. The compartment door shall be equipped with an aluminum grille, with an open area exceeding the specifications of the required generator. The compartment shall be lined with thermal and double acoustical insulation to minimize thermal and audible intrusion into the vehicle.

2.5 Battery Compartment

The battery compartment shall be constructed from 0.125" 3003 aluminum sheet continuously welded. Vent fittings shall be installed on the inboard side of the compartment.

2.6 Storage Compartments

Storage compartments shall be installed on both sides of the body. The compartments shall be fabricated from 0.125" aluminum sheet and be "Sweep out" design with 2" framed doors with double seals.

3.0 EXTERIOR COMPONENTS

3.1 Awning

One (1) 21' color coordinated electric awning over the curbside entrance. Fabric color TBD at the pre-construction meeting. **Note: Awning will be electric, but have arms that fasten to the vehicle.**



3.2 Entry steps and handrails - Curbside

One (1) curbside entry door shall have a clip-on step and handrail which shall be stored in a below floor level compartment with attachable handrails fabricated of 1 1/4" dia. Mill finish, .125 wall thickness pipe with couplings and safety pin. Designed to support up to 500 lbs.

3.3 Rear License Plate Provision

Provisions shall be provided for mounting of the license plate and tag light.

3.4 Satellite Communication System - **OPTIONAL**

Two (2) AVL (1.2M) KU-Band V-SAT antenna, iDirect X7 modem, 8-watt BUC w/PLL LNB, 1 RU antenna controller and cables. The second dish shall be used for the secure network



3.5 Exterior Workstation

One (1) exterior workstation shall be provided per drawings with clamshell doors, 46" LED monitor and compartment, data, phone and electrical connections. One (1) Removeable whiteboard will be located by the exterior workstation



3.6 Mast System

One (1) 42' mast system with antenna bar, compressor and parts, 1.25" nycoil. The Camera to be listed in the special equipment area

3.7 Winegard SWM Slimline HD TRAV'LER Direct TV - **OPTIONAL**

One (1) Winegard TRAV'LER antenna with two (2) HD-SAT RX Direct TV satellite Receivers.



3.8 Amplified TV Antenna

One (1) LAVA HD-8000 off air TV antenna shall be provided for local stations

3.9 Roof Access Ladder

One (1) roof access ladder shall be provided and fabricated as 1" x 2" x 1/8" wall aluminum tubing. Ladder rungs to be 2" x 1.062 x .125 mill finished and finished per above listed paint specifications.

3.10 Window (s)

All door and side body windows shall be tinted and include black out covers when applicable.

4.0 ELECTRICAL & POWER SYSTEMS

4.1 12 VDC Wiring

Proper wire sizes shall be determined for each circuit. All 12 VDC wiring shall be color coded and routed through split loom cable covers.

4.2 Battery System

The trailer shall be equipped with a dual battery system. The auxiliary battery selected to support the conversion load shall be a group 8-D AGM with a rating of 1450 CCA.

4.3 Power Converter

One (1) 120 VAC to 12 VDC power converter shall be provided to support the 12 VDC electrical load and charge the batteries during generator or shore power operation. The minimum rating for the converter shall be 80 Amps.

4.4 120 VAC Wiring

Wire sizes shall be determined for each circuit with a minimum of 14 Ga. wires used in the trailer. All 120 VAC wiring shall be routed through cable raceways. All wiring shall be installed in accordance with the National Electric Code.

4.5 Generator

One (1) 14KW Quiet 120/240VAC 60Hz EPS water-cooled diesel-powered generator shall be provided. The entire compartment will be sound proofed to attenuate noise to the maximum degree possible.

- **Block and Pan Heater**

The generator shall be equipped with engine block and oil pan heaters.

- **Shut Down System**

The generator shall be equipped with sensors that will activate the generator shut down system on low oil pressure and high-water temperature.

- **Fuel Tank**

There shall be a 50-gallon fabricated fuel tank in the front of the trailer for the generator.

- **Remote Start**

The generator shall include a remote Start/Stop Preheat switch and hour meter located in the vehicle power distribution panel.

4.6 12VDC

The generator shall be equipped with a 12 VDC alternator that will be wired to charge the auxiliary battery as well as satisfy all 12VDC systems of the generator.

4.7 Power Distribution Panel

Shall consist of a custom anodized aluminum panel equipped with:

- Carling circuit breakers for both 120 VAC and 12 VDC applications.
- A power transfer switch for selection of either generator or shore power.
- Meters for monitoring voltage, amperage and frequency.
- An audible over-voltage alarm to sense and warn of irregular voltage from either source.



4.8 Shore Power Input

Shore power input connectors, with a rating of 240 Volt and 50 Amps shall be installed on the street side of the trailer. A single point ground stud tied to the body and chassis shall be installed in compartment #15 of vehicle. A 25'- 50 AMP shore power cord shall be provided with plug connection TBD based on client preference.



5.0 LIGHTING & OUTLETS

5.1 Interior LED Lighting

RED/WHITE Flush mounted 8" round LED lights shall be installed throughout the vehicle. These lights shall be switched at the electrical Control Panel and operate from the 12 VDC system and not require the generator or shore power.



5.2 Under Cabinet Lights

Red & white LED lights shall be mounted at the overhead cabinets for each workstation.

5.3 120VAC Outlets - Interior

120VAC duplex outlets shall be provided on all area walls with a maximum spacing of 4' on center.

5.4 120VAC Outlets - Exterior

Four (4) 120VAC GFCI duplex outlets with weatherproof covers shall be installed on the exterior of the body, two (2) curbside and two (2) street side.



5.5 12VDC Emergency Lighting

- Six (6) Whelen LED M9 combination scene/emergency lights, two (2) curbside, two (2) street side, and two (2) on the rear.
- Three (3) Whelen LED scene lights, one (1) curbside, one (1) street side, and one (1) on the front.
- Eight (8) Whelen LED emergency lights, two (2) curbside, two (2) street side, two (2) on the rear, and two (2) on the front of the trailer
- Eight (8) Whelen LED ground lights, two (2) located in the gooseneck area, and six (6) underneath the trailer.

6.0 ALARM SYSTEM

6.1 Alarms

The trailer will be provided with alarms on all entry doors, bunker storage doors, generator compartment door and shore power input compartment door shall be wired to the alarm panel.

7.0 COMMUNICATION ITEMS

During the pre-wire phase MBF will install all necessary wiring and cables for satellite, phone, data, audio, video, intercom, radios and types of systems as are identified within these specifications.

- Some systems such as microwave receivers or custom V-SAT antennas may require custom cables and are not included as a part of standard pre-wire preparation.
- All generic nycoil systems are arranged at pre-wire utilizing our stock type of cables and does not include any custom or special-order cables that may be required.
- Any mast head mounted equipment or devices shall be approved by MBF in advance to insure appropriate nycoil utilization.
- MBF shall provide cable access points in the body for future cable runs.

7.1 Communication Equipment Rack

The two (2) Middle-Atlantic frames is specifically designed to give a universal mounting platform for all standard-sized 19" rack mountable devices.

- Weight capacity up to 1,050 lbs.
- Height is 40RU (rack units) or 76.13 inches.
- Width is 22 inches.
- Depth is 31.4 inches.
- Trailer will feature a door that will provide access to the rear of the rack.
- Able to meet most major manufacturers' specifications for mounting requirements with CAT6



cable throughout the vehicle for communication cables.

- The rack will have air duct vent on top in order to provide ample air ventilation.
- Vented door rack w/lock.

7.2 Communication Wiring

RJ-45 LAN connectors with CAT6 cable will be used throughout the trailer for communication cables.

7.3 Roof Mounted Antenna (s)

Antenna rails on the roof shall be the access point to communicate via RF patch panel with the radios. Total of four (4) included.

7.4 Ceiling Cable Access

Interior ceiling access points shall be provided in the top corner panels for accessing and running future cables.

8.0 HVAC - ENVIRONMENTAL CONTROL UNITS

8.1 Air Conditioning Unit

Three (3) Dometic 15,000 BTU roof mounted ducted A/C unit with 5,100 BTU heat strips shall be provided for the main areas.

8.2 Diesel Heater

One (1) Webasto 18,000 BTU diesel heater shall be installed and ducted in the basement of the trailer. The A/C units shall also have heat strips to assist in circulating the warm air.

9.0 INTERIOR FINISH

9.1 Insulation Walls & Ceiling

The body will be completely insulated with a minimum of 2" sprayed urethane foam for an insulation. All gaps and penetrations will be sealed using a 50-year sealant.

9.2 Insulation Floor

Spray foam insulation shall be applied between the body frame support structure and covered on the interior with $\frac{3}{4}$ " plywood and the finished flooring. Sheet aluminum shall be installed below the body structure and chassis frame rails to seal the insulated area.



9.3 Walls

Walls and ceiling to be $\frac{1}{2}$ " furniture grade plywood screwed to the aluminum wall structure. The walls will be finished with 26 oz. carpet in customer's choice of color. Other finishes are utilized to meet customer requirements and where a high degree of sound insulation is required.

9.4 Floor

All seams and screw holes will be filled with bondo and sanded smooth. The floor will be covered with commercial grade heavy duty vinyl flooring in customer's choice of color.

9.5 Roof & Ceiling

The plywood shall be finished with carpet or laminate covering, customer's choice, in customer's choice of color. All voids in floor, ceiling and walls to be filled with 2" Urethane Insulation.

9.6 Interior Partition Walls

Interior partition walls shall be constructed out of aluminum tubing covered in plywood and wall finish. Bulkhead walls without a pocket door shall be 2' x 2" x $\frac{1}{8}$ " and with pocket doors shall be a combination of 1" x 4" x $\frac{1}{8}$ " and 1" x 1" x $\frac{1}{8}$ ". Wood interior partition walls shall not be acceptable.

9.7 Cabinet Construction

Interior cabinets and bench seating shall be constructed of $\frac{3}{4}$ " thick furniture grade plywood. Cabinets shall be glued and screwed together. All cabinet interiors shall be finished with a white laminate cabinet liner. Cabinet exteriors shall be finished in a laminate in the customer's choice of color. Latches shall be flush mount Southco lever latches (positive latching). Overhead cabinet doors shall be covered with whiteboard.

9.8 Counter Tops

All work surfaces, conference tables and counter tops shall be medical grade hard-surface with a 16-hour stain resistance where weight permits. Laminate may be used in areas that will not support the heavy load of hard surface. A wide range of color choices and custom lighted options are available.

9.9 Cabinets and Workstations

Storage cabinets and workstations per drawing will be provided. Overhead storage cabinets shall be installed above the base cabinets per drawings.



Data, phone & elect. connections

9.10 Securing Interior

Positive lock closures for securing all drawers, tables, TV, chairs, doors, or other items within the interior of the unit will be installed.

10.0 INTERIOR FITOUT

10.1 Forward Command Area

- Three (3) Curbside workstations sharing two (2) 42" monitors and each having overhead cabinets and a roll around chair.
- One (1) Bulkhead wall with windowed pocket door leading to the Center Galley Area
- Three (3) Street side workstations sharing two (2) 42" monitors and each having overhead cabinets and a roll around chair.
- One (1) Event clock mounted on the front wall
- CAT6 wiring per specifications.
- Phone wiring per specifications.
- All high voltage and low voltage wiring per NEC.

10.2 Center Galley Area

- One (1) Entry/exit door with stairs and a handrail
- One (1) Galley area with counter top, coffee maker, microwave, 10.1 cubic foot apartment style refrigerator, and overhead cabinets for storage.
- One (1) Bulkhead wall with windowed pocket door leading to Rear Conference Area
- One (1) Lavatory containing a base cabinet with sink, mirror, RV style toilet, powered roof vent, and toilet paper holder
- One (1) Mid-Atlantic 40RU equipment rack
- CAT6 wiring per specifications.
- Phone wiring per specifications.
- All high voltage and low voltage wiring per NEC

10.3 Rear Conference Area

- Two (2) Flip up conference tables each with four (4) roll-around chairs. One (1) Curbside and one (1) street side
- One (1) One 50" monitor located on the rear wall
- CAT6 wiring per specifications.
- Phone wiring per specifications.
- All high voltage and low voltage wiring per NEC
- Two (2) Whiteboards, one (1) on street side and one (1) on curbside

11.0 STANDARD EQUIPMENT

- Two (2) five (5) pound ABC fire extinguishers shall be strategically located throughout the trailer.
- A set of three (3) reflective safety triangles will be shipped loose with the trailer.
- Operator and repair manuals will be provided a long with hard and soft copies of drawings and electrical schematics, these items will be furnished with the trailer.
- Three (3) Hard wired smoke and CO detectors with 9v battery backup.

12.0 SAFETY LIGHTING PACKAGE - Not Listed Previously

- Standard DOT lighting.
- Whelen LED ground lighting mounted on the underside of the trailer

13.0 SPECIAL EQUIPMENT INCLUDED BUT NOT LISTED PREVIOUSLY

QTY	MFG	MODEL	DESCRIPTION
1	Viewsonic	CDE4320	43" HDMI/DP/Speakers/NO Tuner (Outside Workstation)
1	Peerless	SF660P	SmartMount Universal Flat Wall Mount for 39" to 80" Monitor
1	WTI	VS720-H.264-HD30L-AC-SE	VIPER PTZ CAMERA, 85-265 VAC, SIDE EGRESS, HD WITH 30X OPTICAL ZOOM
1	WTI	DTC-720-A	SIDEWINDER DESKTOP CONTROLLER
1	WTI	SWRCUJS	Rack Mount controller and power supply
1	WTI	SW RJ45 BOX	Serial Data Break out box
1	WTI	SWCH.264-AVS	Viper IP HV Hybrid PIGTAIL HV-SD 3'
1	Datavideo	NVD-35	IP Video Decoder with SDI Output
1	MBF		1 1/4" nycoil
1	MBF		Custom Mast Head
1	RCI	CIO-XXX	Custom IO panel (final configuration TBD)
10	Laird	MABTO	NMO Mount
10	L-COM	ANM-1508	N MALE
1	RCI	C-ANT-PP-10	10 Position Antenna Patch Panel (NO LIGHTNING PROTECTION)
1	Mid Atlantic	MRK-4031LRD	40RU Rack
1	Mid Atlantic	LT-CABUTL-DUAL	Dual Rack Lights
5	Mid Atlantic	ES0319-0215 (U2)	RACKSHELF 2RU (CFE Radios)
3	Mid Atlantic	ES0319-0115 (U1)	RACKSHELF 1RU (Tuner, Modem, Decoder)
1	Mid Atlantic	PD-2022R-NS	Power Strip (Horz)
1	TrippLite	SU3000RTXL3U	2400W 30A output UPS
4	Viewsonic	CDE4320	43" HDMI/DP/Speakers/NO Tuner (Interior Workstations)
4	Peerless	SF632P	SmartMount Universal Flat Wall Mount for 22"-40" Monitor
1	Viewsonic	CDE5510	55" 4K Ultra HD Commercial Display HDMI, DVI VGA Speakers w/ Media player (Conf Room)
1	Peerless	SF660P	SmartMount Universal Flat Wall Mount for 39" to 80" Monitor
4	Optiview	IP4MIAB-28L	4 Megapixel IP67 Weatherproof Network Armor Ball
1	Optiview	NVR8P8-2	8 channel NVR with 8 PoE, 200M, 1hdmi, 1 vga, 2 SATA, RJ45 GIG and HD4000 4TB Storage
2	Whelen	SA315P	100Watt Siren Speaker
1	DUB	DUBa2100	Two Channel Amplifier 240 Watt Output, Brushed Finish (Black)
1	Panduit	CPPL24WBL	24 Port Data Patch Panel

48	Panduit	CJ688TPBU	Blue CAT 6 MODULE
6	RCI	DM-WP-01	2 Data, 1 HDMI Wallplate
4	PANDUIT	CFG4WH	WHT 4 POS FRAME
1	One Screen	55" Display	Monitor, Computer, Whiteboard and Video Teleconference
1	Panorama	LG-IN2446-W	White 9 in 1 MiMo 4 LTE, 4 WiFi, 1GPS
1	Osprey	MVS-016	16x16 3G-SDI Matrix Rackmount Switcher/16 Channel 3G-SDI MultiViewer
7	Blackmagic Design	CONVBDC/SDIHDWPSU	3G Micro Converter BiDirectional SDI/HDMI with Power Supply
2	Blackmagic Design	CONVMIC/HS/WPSU	3G Micro Converter HDMI to SDI with Power Supply
1	Blackmagic Design	CONVMIC/SH/WPSU	3G Micro Converter SDI to HDMI with Power Supply
1	Lava	HD-8000	OmniPro Version Omni-Directional HDTV Antenna
1	AVerMedia	A200P	Off Air Tuner
1	Cisco	ISR4321-V/K9	Cisco ISR 4321 - Unified Communications Bundle - router -GigE - rack-mountable
1	Cisco	MEM-4320-4GU8G	Cisco - Memory - 8 GB: 2x4GB
1	Cisco	MEM-FLSH-4U8G	Cisco upgrade from 4GB to 8GB
7	Cisco	CME-UL	Cisco Communication Manager Express (CME) - 1 User License
1	Cisco	CON-ECMUS-CMEULCTG	SOLN SUPP SWSS Cisco Communication Manager Express
1	Cisco	CON-SSSNT-ISR4321V	Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time: NB
1	Cisco	WS-C2960+24PC-L	Cisco Catalyst 2960-Plus 24PC-L - Switch - managed - 24 x 10/100 (PoE) + 2 x combo Gigabit SFP - rac
1	Cisco	CON-SSST-WSC2964	Cisco SMARTnet Solution Support - Extended service agreement - replacement - 8x5 - response time: NB
7	Cisco	CP-7841-K9=	Cisco IP Phone 7841 - VoIP phone - SIP, SRTP - 4 lines
1	Cisco		CCNA Configuration

14.0 DELIVERY

- **The estimated build time for this project is 12 months. Vehicle will be available for pick up after the Final Inspection Meeting at MBF's factory. Delivery can be arranged for an additional cost.**

15.0 TRAINING

There is NO CHARGE for training done at MBF Industries, Inc., Sanford, FL

16.0 Project Management Schedule

Most projects typically utilize three (3) project meetings. Meetings shall be held at MBF Industries, Inc. Sanford, FL. unless otherwise specified. Transportation shall be provided by the customer.

- **Preconstruction (6-8 hours)**
Typically, we invite 3-4 people to attend the meeting from your agency
 1. Project Manager
 2. IT Representative
 3. Fleet Manager
 4. Vehicle Operator
- **Pre-wire**
 1. IT Representative
 2. Project Manager
- **Final inspection**
 1. Project Manager
 2. IT Representative
 3. Vehicle Operator
 4. Authorized Signer for paperwork
- During the process, and once the building starts, MBF shall send monthly updates and photographs of the project status. For each visit, MBF shall provide complete access to the Project Manager and the team assigned to the project as well as the vehicle in production. All visits shall be scheduled with MBF's "CSA" (Customer Service Administrator) and agendas/goals shall be submitted to the customer 10 days prior to meeting dates.

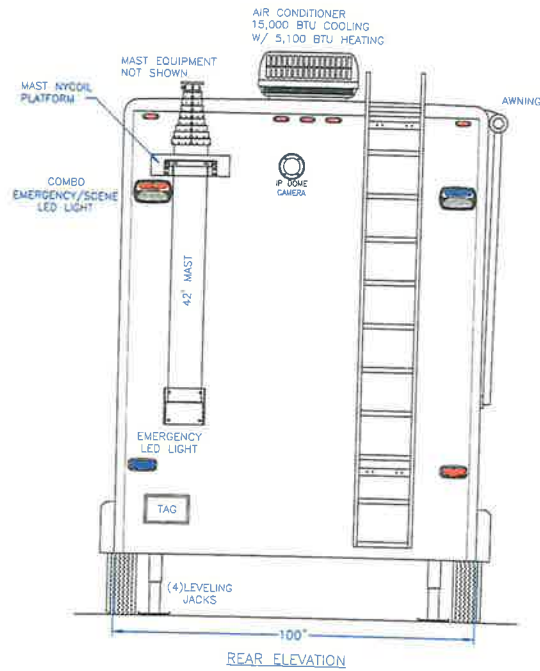
17.0 Applicable Taxes and Fees

Your company or agency may be subject to **sales** tax or **F.E.T.** taxes. Please consult with your MBF representative to ensure accurate information.

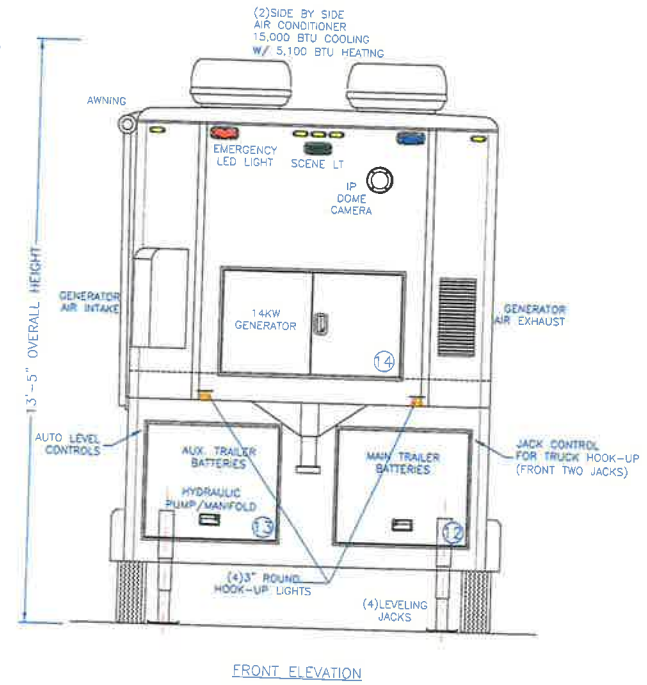
- Trucks over 33,000 lbs. may be subject for F.E.T.
- Trailers over 26,000 lbs. may be subject to F.E.T.

Design changes beyond the pre-construction meeting are subject to change order fees. All change orders shall be billed on the final invoice. Should items become obsolete during the build process, MBF will make every effort to substitute an equal item of the same value. However, should there be a large price difference in either direction, MBF shall apply the difference to the final invoice.

Government mandated changes that would affect the price of raw materials, parts or emission standards of the vehicle while in production may affect the final invoice and the customer shall be notified in writing as well as verbal communication should something arise. All mandates shall be supplied to the end user upon receipt by MBF.



SOME ROOF EQUIPMENT
NOT SHOWN IN THIS VIEW



NOTE: CONFIGURATION IS CONCEPTUAL.
ACTUAL LAYOUT TO BE DETERMINED IN
PRE-CONSTRUCTION MEETING.

STATUS

PRELIMINARY SALES DRAWING
ALL DIMENSIONS
ARE APPROXIMATIONS



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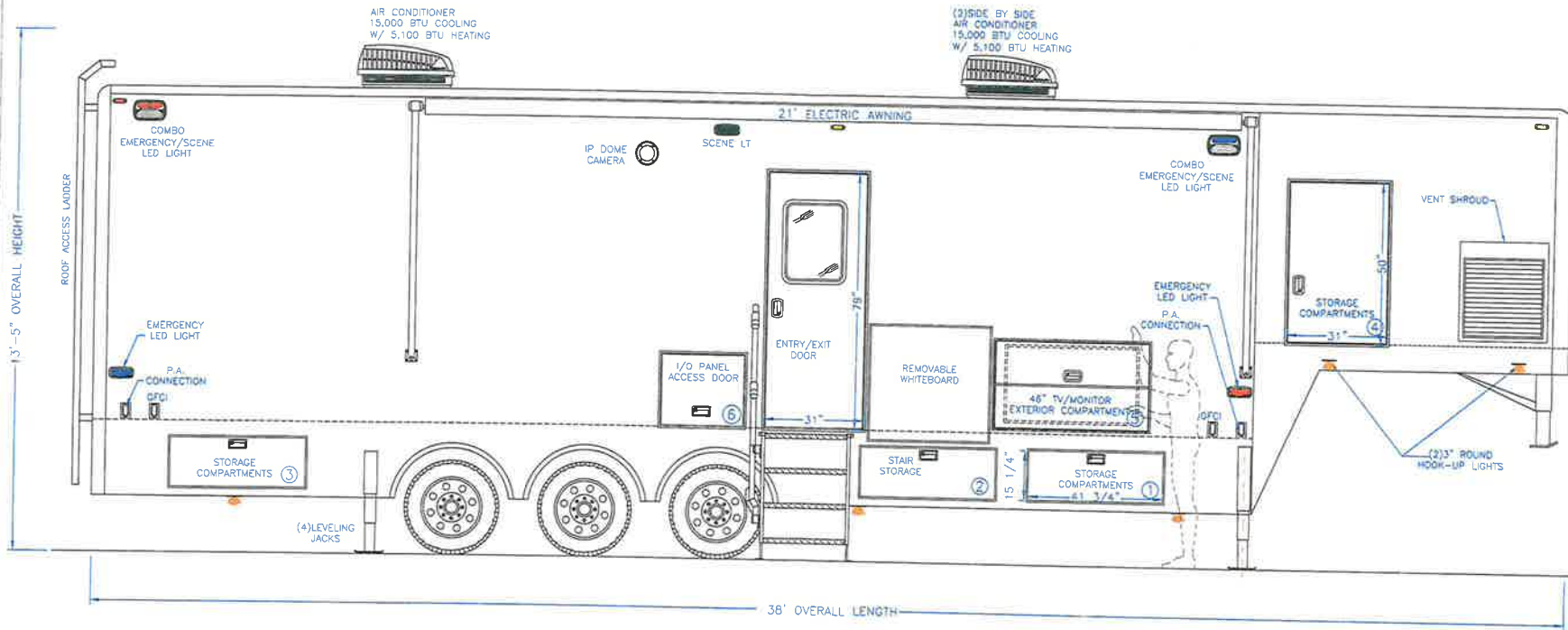
210 TECH DRIVE
SANFORD, FL 32771

www.MBFIndustries.com

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

DRAWING NUMBER		JL-15189		TITLE		BELLEVUE PD Mobile Command Trailer	
DRAWING TYPE	PROPOSAL	DATE	11/9/2020				
VEHICLE TYPE		ATC TRAILER 38'				VIEW	
						FRONT-REAR ELEVATIONS	
DRAWN BY		JEL		SCALE	N/A		SIZE
SHEET		3 of 5				B	

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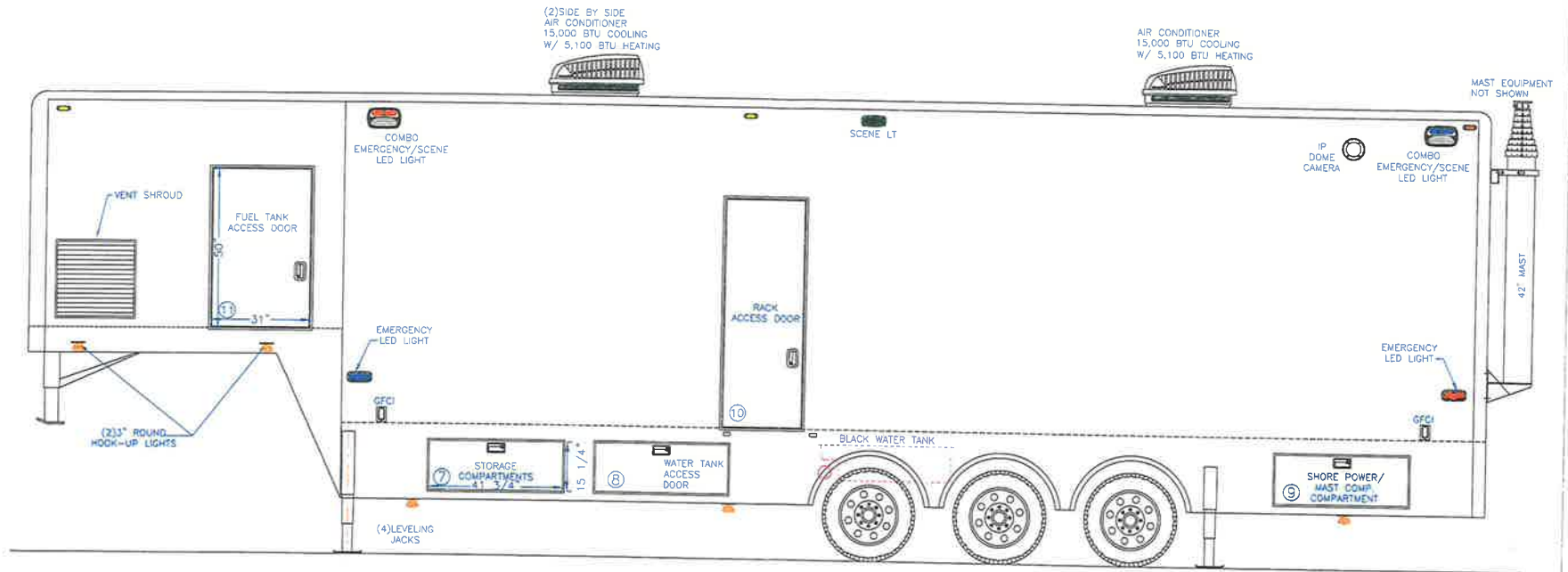
210 TECH DRIVE
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F:407-330-2068

DRAWING NUMBER		JL-15189		TITLE		BELLEVUE PD Mobile Command Trailer	
DRAWING TYPE	PROPOSAL	DATE	11/9/2020				
VEHICLE TYPE		ATC TRAILER 38'				VIEW	
						CURBSIDE ELEVATION	
DRAWN BY		JEL		SCALE	N/A		SIZE
SHEET		1 of 5				B	

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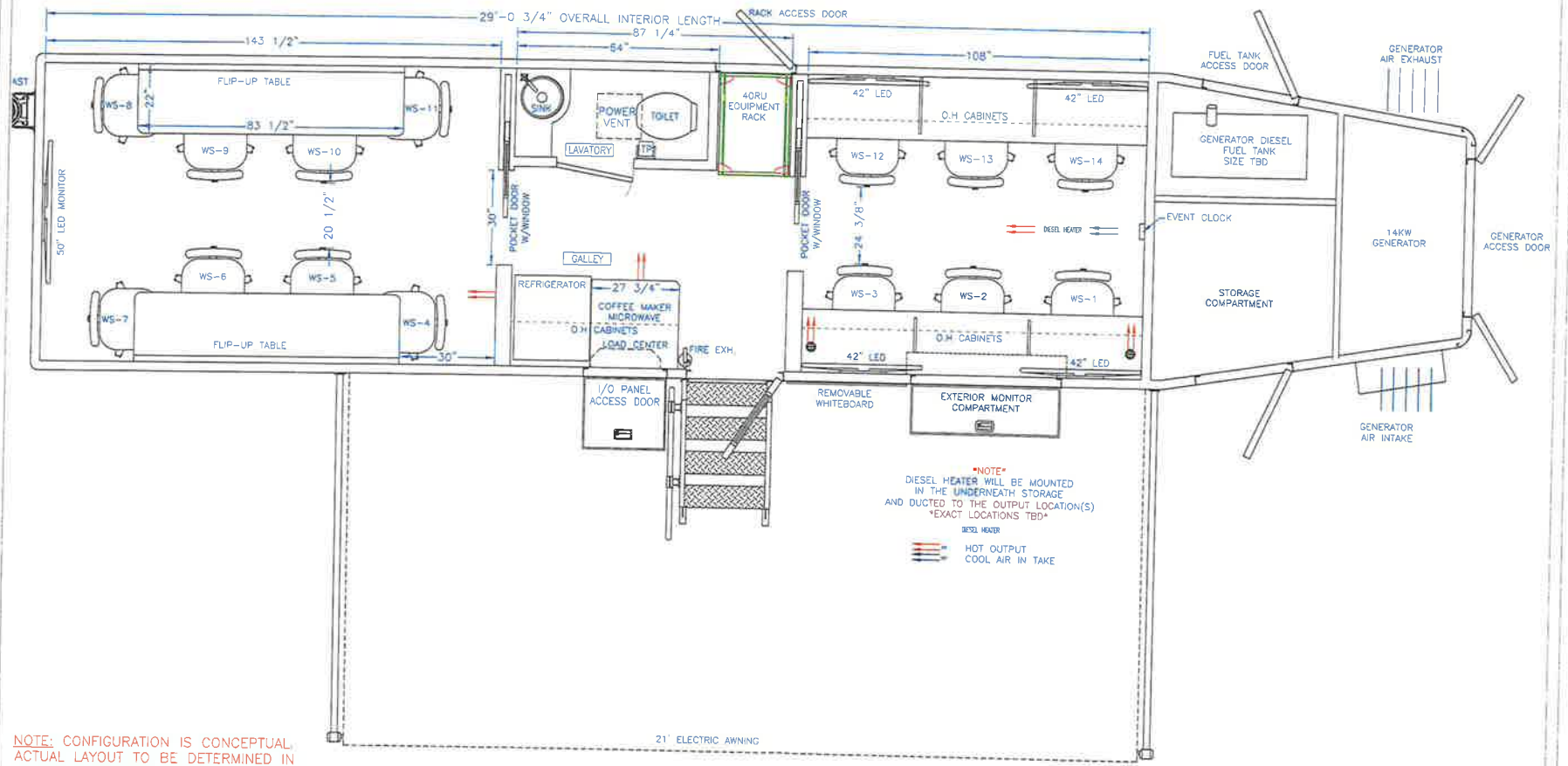
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P:407-323-9414
F:407-330-2068

DRAWING NUMBER		JL-15189		TITLE		BELLEVUE PD	
DRAWING TYPE	PROPOSAL	DATE	11/9/2020	Mobile Command Trailer			
VEHICLE TYPE		ATC TRAILER 38'				VIEW	
						STREET SIDE ELEVATION	
		DRAWN BY JEL		SCALE	SIZE		
		SHEET 2 of 5		N/A	B		

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

DRAWING NUMBER: JL-15189

DRAWING TYPE: PROPOSAL DATE: 11/9/2020

VEHICLE TYPE: ATC TRAILER 38'

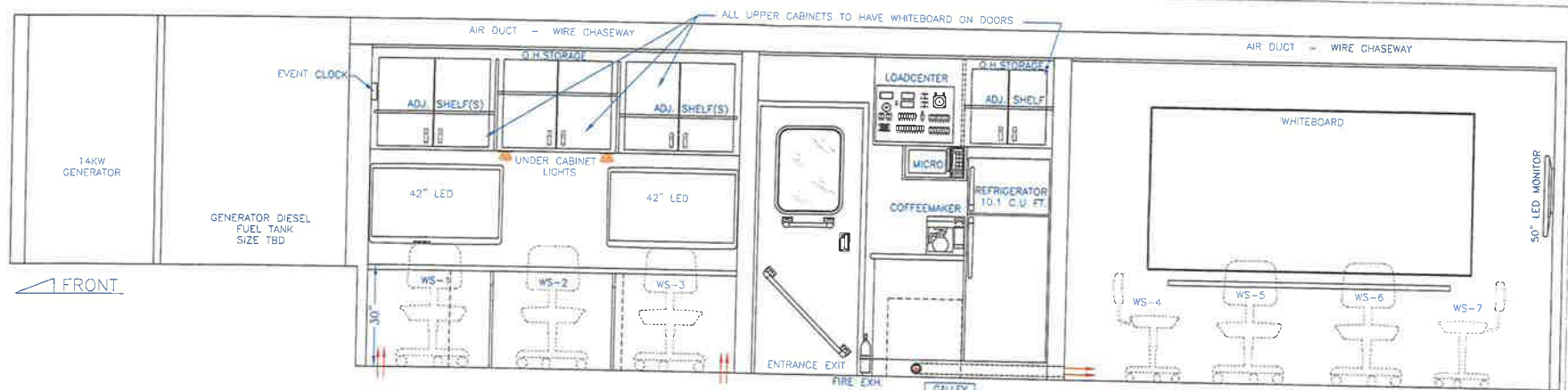
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TITLE: BELLEVUE PD
Mobile Command Trailer

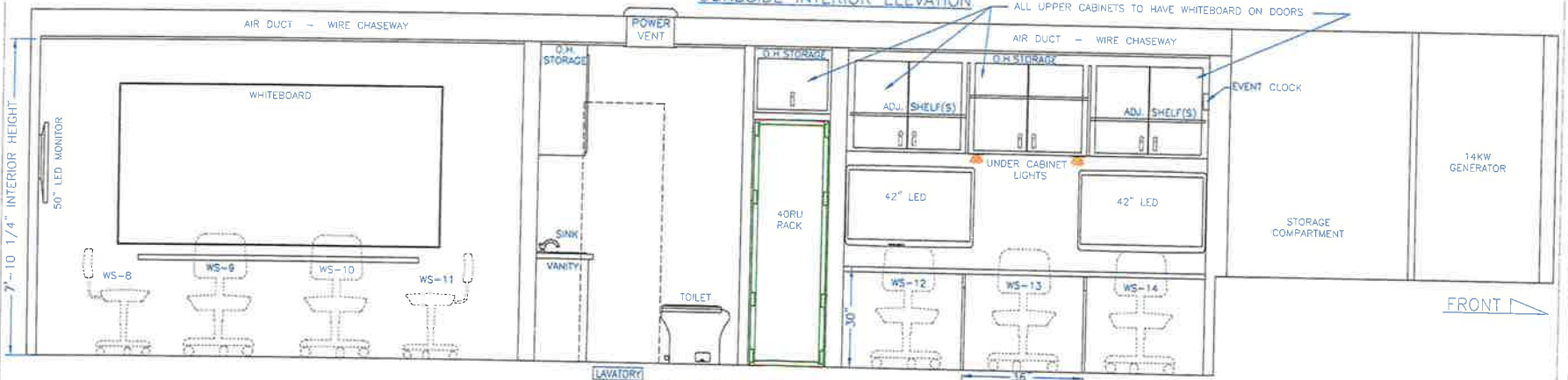
VIEW: FLOOR PLAN

DRAWN BY: JEL SCALE: N/A SIZE: B

SHEET: 4 of 5



FRONT



CURBSIDE INTERIOR ELEVATION

STREET SIDE INTERIOR ELEVATION

STATUS

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ALL DIMENSIONS
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P:407-323-9414
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DRAWING NUMBER	JL-15189	
DRAWING TYPE	PROPOSAL	DATE 11/9/2020
VEHICLE TYPE	ATC TRAILER 38'	

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TITLE	BELLEVUE PD Mobile Command Trailer	
VIEW	INTERIOR ELEVATIONS	
DRAWN BY	JEL	SCALE N/A
SHEET	5 of 5	SIZE B

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
11/7/2023

COUNCIL MEETING DATE: November 7, 2023		SUBMITTED BY: Chief Guido	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

New Ford F-150 4x4 Extended Cab Truck with a topper.

SYNOPSIS/BACKGROUND:

Truck is for the Communication Department.
State contract 15733OC.
\$51,353.00 for the truck.
\$3000.00 for equipment.
Total price \$54,353.00.
\$647.00 less than budgeted in FYE2024 CIP.

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:

Purchase the Ford 150 4x4 Extended Cab for the Communication Department.

ATTACHMENTS:

1. <input type="text" value="State Contract."/>	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: _____

Shirley Proffitt
[Signature]
[Signature]

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15733 OC

PAGE 1 of 4	ORDER DATE 07/11/23
BUSINESS UNIT 9000	BUYER JOSHUA RIEKENBERG (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

THE CONTRACT PERIOD IS:

AUGUST 11, 2022 THROUGH AUGUST 10, 2023

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document: 6701 OF, Attachment "C-1"

Contract to supply and deliver 2023 OR CURRENT PRODUCTION YEAR HALF TON EXTENDED CAB FORD F150 FOUR (4) DOOR TRUCKS (REGULAR) to the State of Nebraska as per the attached specifications for the contract period AUGUST 11, 2022, through AUGUST 10, 2023. The contract may be renewed for one (1) additional one (1) year period when mutually agreeable to the vendor and the State of Nebraska.

IMPORTANT NOTE: When generating a Purchase Order there must be three (3) separate paint lines. Each line is to be generated from either the "STANDARD PAINT" line or the "EXTRA COST PAINT" line in the "OPTIONS" section. There should be one (1) line for the Exterior Color, one (1) line for the Interior Color and one (1) line for the Seat Color. See attached "Paints Lists" for color names and codes.

PLEASE CONTACT ANDERSON FORD OF LINCOLN FOR ITEMS NOT LISTED ON THE CONTRACT BUT ARE NECESSARY FOR BUSINESS NEEDS

DELIVERY ARO: 180 DAYS

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
E-Mail: bobby.colclasure@andersonautogroup.com

(08.10.22 RT)
AMENDMENT ONE (1) AS ATTACHED. (07/11/23 AM)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	2023 OR CURRENT PRODUCTION YEAR HALF TON EXTENDED CAB FORD F150 FOUR (4) DOOR TRUCKS (REGULAR) FFV E85 WHEELBASE: 145"	50.0000	EA	46,248.0000

DS
RT

DocuSigned by:
Joshua Riekenberg
7/19/2023
BUYER

DocuSigned by:
Anna Block
7/19/2023
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15733 OC

PAGE 3 of 4	ORDER DATE 07/11/23
BUSINESS UNIT 9000	BUYER JOSHUA RIEKENBERG (AS)
VENDOR NUMBER: 503856	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
14	265/70R 17 SPARE	50.0000	EA	395.0000
15	INTEGRATED BRAKE CONTROLLER SYSTEM	50.0000	EA	395.0000
16	REVERSE SENSING SYSTEM	50.0000	EA	395.0000
17	DEALER INSTALLED TAILGATE STEP	50.0000	EA	395.0000
18	TRAILER TOWING PACKAGE (DEDUCT)	50.0000	EA	-200.0000
19	PRO-TRAILER ASSIST/ENGINE OIL COOLER TOW PACKAGE UPGRADE WITH A HITCH CLASS OF IV AND MAXIMUM TRAILER WEIGHT OF 10,500	50.0000	EA	1,095.0000
20	23 GALLON FUEL TANK (DEDUCT)	50.0000	EA	-200.0000
21	PROTECTIVE VINYL BODY MOLDING (DEALER INSTALLED)	50.0000	EA	595.0000
22	CD EQUIPMENT/ENGINE SERVICE REPAIR MANUAL	50.0000	EA	395.0000
23	STANDARD PAINT (SEE ATTACHED PAINTS LIST)	10,000.0000	\$	0.0000
24	EXTRA COST PAINT (SEE ATTACHED PAINTS LIST)	10,000.0000	\$	0.0000
25	#84S53 YELLOW COLOR (NDOT USE ONLY)	50.0000	EA	995.0000
26	5 YEARS/100,000 MILES FORD PREMIUM CARE ADDITIONAL MANUFACTURER WARRANTY	50.0000	EA	2,995.0000
27	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA (DROP SHIPMENT CHARGES APPLY TO VEHICLES PURCHASED BY POLITICAL SUBDIVISIONS AND OTHER DIVISIONS OF GOVERNMENT)	1.0000	MI	2.0000

DS
JR

BUYER INITIALS

STATE OF NEBRASKA PURCHASING BUREAU

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
11/7/2023

COUNCIL MEETING DATE: November 7, 2023		SUBMITTED BY: Chief Guido	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

New 2024 Ford F-450 4x4 regular cab truck.

SYNOPSIS/BACKGROUND:

This 2024 Ford F-450 will be replacing UTIL1 a 2004 F-350. State contract 15750 OC. \$63,104.00 for the truck.
\$3000.00 for equipment for the F-450. Grand total of \$66,104.00.
\$13,896.00 less than bugeted in FYE2024 CIP.

FISCAL IMPACT:: \$66,104.00 BUDGETED FUNDS?: \$80,000.00 GRANT/MATCHING FUNDS?: N/A

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT TERM: _____ CONTRACT END DATE: _____

PROJECT NAME: _____

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

CIP PROJECT NAME: F124(3) Replace Utility 1 CIP PROJECT NUMBER: CIPFI24(03)

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

ACCOUNTING DISTRUBUTION CODE: CIPFI124(03) ACCOUNT NUMBER: 7110

RECOMMENDATION:

Purchase the new 2024 Ford F-450 4x4.

ATTACHMENTS:

- | | | |
|---------------------------|----------|----------|
| 1. State Contract | 2. _____ | 3. _____ |
| 4. Anderson Ford Contract | 5. _____ | 6. _____ |

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____
 FINANCE APPROVAL AS TO FORM: _____
 ADMINISTRATOR APPROVAL AS TO FORM: _____

ANDERSON

www.AndersonAutoGroup.com

October 3rd, 2023

Bellevue Fire
Captain Donald Gifford

State Contract # 15750

1. 2024 Ford F350 Reg. Cab 4x4: \$58,824
2. Upgrade to F450 Reg Cab 4x4: \$1,895
3. 6.7L Diesel Engine--included
4. Hideaway gooseneck hitch: \$1,295
5. XL package with power: included
6. Black exterior--included
7. Vinyl black floors--included
8. 40/20/40 split bench--included
9. Platform full length black running boards: \$300
10. Front and rear Ford factory black mudflaps: \$195
11. Spray-in bedliner: \$595

Total price: \$63,104

Bobby Colclasure

Anderson Auto Group

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN



mazda

LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402 463 9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402 464 0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68903
308 384 1700

ST. JOSEPH

2207 North Belt Highway
St. Joseph, MO 64506
816 383 8000

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
11/7/2023

COUNCIL MEETING DATE: November 7 2023		SUBMITTED BY: Chief Guido	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

3 new 2024 Ford Expeditions XL

SYNOPSIS/BACKGROUND:

These 3 2024 Ford Expedition XLs will be replacing FC-1 2011 Chevrolet Tahoe, FC-2 2011 Chevrolet Tahoe, and FC-3 1999 Chevrolet 2500.
 State contract 15591 OC. \$58,118.00 per Expedition. Total \$174,354.00.
 \$3000.00 for equipment per Expedition. Total \$9000.00.
 Grand total \$183,354.00.
 \$11,646.00 less than budeted in FYE2024 CIP.

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:

Purchase 3 new Ford Expeditions XL.

ATTACHMENTS:

- | | | |
|--|-------------------------|-------------------------|
| 1. <input type="text" value="State Contract."/> | 2. <input type="text"/> | 3. <input type="text"/> |
| 4. <input type="text" value="Sid Dillon Quote"/> | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





Sid Dillon



Fleet & Commercial Department

RE: 15591 OC

2024 Expedition XL

Base price.....	55933.00.....#1
Buckets.....	350.00.....#2
Extra Fob.....	189.00.....#3
White.....	0.00.....#4
Sensors.....	441.00.....#9
Brake control.....	995.00.....only available now in Heavy Duty Tow Package, 2024 price
Mats.....	<u>210.00</u>
	58118.00

If agreeable
order will be placed

no guarantee vehicle will be built
based on current vehicle production

Ron Fullerton

Fleet Manager

Sid Dillon Chevrolet

Sid Dillon Ford

402-540-7578

Physical Address

1750 County Rd J
Wahoo, Ne. 68066

Direct Phone

402-540-7578

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16g.
11/7/2023

COUNCIL MEETING DATE: November 7, 2023		SUBMITTED BY: Harrison Johnson	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Contract with Goss Associates for a Nebraska Good Life Transformational Act Economic Impact Analysis (EIA) that is required for the application.

SYNOPSIS/BACKGROUND:

This item relates to Bellevue City's application requirement under the Nebraska Good Life Transformational Act which includes an Economic Impact Analysis (EIA). The City has conducted a bid selection process and is recommending that the Council award the contract to complete the EIA to Goss Associates. Note that the item is pending approval from the LB 840 Committee.

FISCAL IMPACT: \$25,000 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: 0

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: 11/07/23 CONTRACT TERM: Undefined CONTRACT END DATE:

PROJECT NAME: Nebraska Good Life Transformational Act Economic Impact Analysis

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: GoodLifeAct ACCOUNT NUMBER: 6033

RECOMMENDATION:

Approval of Contract with Goss Associates for a Nebraska Good Life Transformational Act Economic Impact Analysis.

ATTACHMENTS:

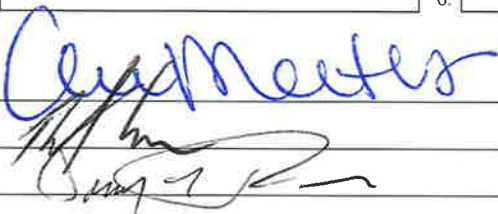
1. Nebraska Good Life Guidelines	2.	3.
4. Goss Associates Contract	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



**Nebraska Good Life
District Economic
Analysis Request
for Proposal**



Scope of Work

Introduction

Bellevue City is seeking a prospective consultant for an economic impact analysis for Bellevue City must possess a unique blend of expertise and skills to effectively assess and quantify the multifaceted economic repercussions of the Nebraska Good Life District. As Bellevue continues to evolve, we seek qualified professionals who can provide valuable insights into the complex interplay of economic factors affecting our city's growth and prosperity. To excel in this role, candidates should possess a strong foundation in economics, statistical analysis, and data modeling, coupled with a deep understanding of local industries.

Project Introduction

There are three principle projects that would comprise the Nebraska Good Life District:

- Recreation Development District
 - o The Recreation Development District would include an \$86 million city-owned Water Park and Natatorium
 - o Multi-Family Mixed-Use Residential
 - o Commercial retail and entertainment area
 - o Horse-Track & Casino (this complex will not be included in the Good Life District but will be adjacent)
- NC3 Project
 - o Office/Commercial complex worth over \$250 million of development
 - o Multi-Family Mixed-Use Residential
 - o Commercial retail and entertainment area
- ~~— Inland Port Authority~~
 - ~~o Semi-Conductor Manufacturing Facility with Chips Act~~
 - ~~o Commercial retail, office and entertainment area~~

See Annex A and B for site maps and completed Mega-Site Analysis on economic impact analysis.

Objectives

- Conduct an Economic Impact Analysis certifying that the proposed Good Life District comprising of three development projects will meet the sales tax deferment/offset requirements of the Nebraska Department of Economic Development and anticipated affects of the project on the State and region
- Visitor Analysis demonstrating that the proposed Good Life District will meet with requirements of Section 1.2 B iii. of the Good Life Transformational Projects Act
- Assist Bellevue City Staff by providing information in developing the following items:
 - o Statement on how jobs and taxes from the Project will contribute to the economic development of the State and region
 - o Statement on expected “return on state and local investment” with accounting for “lost revenue” and the expected “net return”



We Influence The World!

- Work with city staff to provide expert analysis and information relating to the application, development and implementation of the Good Life District for the City of Bellevue
- Work expeditiously to provide analysis within agreed timeline

See Annex C for Draft Guidelines from the Nebraska Department of Economic Development

Required Documentation

Please provide these documents in your proposals in order for us to determine the best fit

- Applicant Introduction
 - o Name(s) of principal agent(s)
 - o Organization
 - o Credentials of principal agent(s)
 - o CV/Resume(s) of principal agent(s)
- Methodology
 - o Name and description of the economic analysis model(s) proposed to be used
- Proposed Timeline
 - o The City Administration has urged quick action on this item and would work urge the applicant to propose an aggressive timeline
- Proposed Compensation
 - o Provide a proposed total project cost to deliver the project completed

Contact

Harrison Johnson
Director of Economic and Community Development
1500 Wall Street
Bellevue, NE 68005
Office: 402-293-6085
Cell: 402-541-3192
Harrison.johnson@bellevue.net

Jim Ristow
City Administrator
1500 Wall Street
Bellevue, NE 68005
Office 402-293-3023
Jim.Ristow@Bellevue.net

Goss & Associates Economic Solutions, LLC
CONSULTING AGREEMENT

This CONSULTING AGREEMENT is made as of the date last executed by the parties ("Effective Date") between Goss & Associates Economic Solutions, LLC, a Nebraska LLC ("Goss"), and the City of Bellevue ("Client"). Goss and Client agree as follows:

1. **SERVICES.** Goss will provide the following services and output:

1.1 **Statement of Work.** Subject to the terms and conditions of this Agreement, Goss shall use commercially reasonable efforts to perform tasks and services ("Services") for Client in accordance with the specific requests set forth in the Statement of Work ("SOW") as agreed to by the parties in form attached hereto as Attachment A. The SOW describes in deliverables ("Deliverables") that Goss will develop for Client as part of the Services, any reports, analysis or other deliverables to be provided to Client as part of the Services, and any other services that may be provided by Goss with respect to the Deliverables.

1.2 **Performance of Services.** Goss will establish working hours for its personnel, and will use its own materials in the performance of the Services. Goss shall, within the specifications set forth in the SOW, if any, determine the method, details and means of performing the Services. Goss shall retain the right to perform work for others during the term of this Agreement, subject to the terms of this Agreement, including the confidentiality provisions in Section 5.

1.3 **Change Orders.** If, at any time, Client desires changes in the SOW, and if changes requested would (i) delay the timeline associated with completion of the SOW, as identified in Attachment A, (ii) increase the cost for the SOW, or (iii) materially affect any of the other terms or conditions of the SOW, then Goss shall notify Client of any such delays, increased costs or material changes to the terms or conditions of the SOW and identify the changes in the completion dates, increased expected payments to Goss, and other changes or terms of the SOW.

2. **FEES AND EXPENSES.** In consideration of the Services to be performed hereunder, Client agrees to pay Goss a fee in the amount described in the Detailed Cost of the Study, as contained in Attachment B hereto. In addition, Client shall reimburse Goss for reasonable out-of-pocket expenses as described in the SOW. Upon Client's reasonable written request, Goss shall furnish sufficient documentation to verify out-of-pocket expenses, which may include the cost of any materials. 20 percent of total study costs are due within five (5) days of execution of this Agreement with the balance paid upon completion of the SOW. Goss shall furnish Client a final invoice, stating the fees due to Goss, plus an itemization of reimbursable expenses incurred by Goss. Payment of each invoice shall be due within fifteen (15) days of receipt, unless otherwise agreed to in writing by Goss. Goss may charge interest at a rate of 1½ percent per month on any outstanding balance that is past due.

3. **OWNERSHIP.** Unless otherwise set forth in the SOW, upon payment in full of all applicable fees, expenses and taxes, Client shall own the Deliverables delivered to Client pursuant to the SOW. Notwithstanding the foregoing sentence, Client acknowledges that the Deliverables will often include methodology, ideas, concepts, analysis, methods, techniques, patterns, formulas, technical information and know-how of Goss ("Goss Methodology"). Goss hereby reserves and does not transfer any right, title or interest in and to any and all Goss Methodology which has been incorporated into the Deliverables. While Client will own the Deliverables in the unique and specific form in which they are delivered to Client, all Goss Methodology included in the Deliverables or developed by Goss in the course of performing Services for Client shall remain the exclusive property of Goss. However, Client shall not be liable for any cost or expense attributable to errors or omissions of Goss.

4. **WARRANTIES.** Goss warrants that the Services performed pursuant to this Agreement will be completed in a good and workmanlike manner. The sole and exclusive remedy of Client for a breach of the foregoing warranty shall be limited to the cost of re-performance or replacement of any non-conforming Service or Deliverable. Such remedies shall be available to Client only if Goss is notified of the non-conformity within five (5) days of Client's discovery of the non-conformity and is provided with a reasonable opportunity to cure such non-conformity.

5. **CONFIDENTIALITY.**

5.1 **Confidential Information.** During the term of this Agreement, Goss and Client will provide each other with certain confidential and proprietary information ("**Confidential Information**"). Confidential Information may include all of Goss's or Client's trade secrets (as defined under applicable trade secrets law), all information relating to Goss's or Client's business operations, services, products, research, development, clients, finances, marketing plans and strategy, pricing strategy and shall include source information for all products, Deliverables and other materials developed or prepared for Client pursuant to this Agreement, if any. None of the above shall be deemed Confidential Information unless it has been clearly identified as confidential. Notwithstanding the foregoing, the term "Confidential Information" shall not include information that (i) is publicly known at the time of its disclosure, (ii) is lawfully received by the receiving party from a third party not under an obligation of confidentiality to the disclosing party, (iii) is published or otherwise made known to the public by the disclosing party, (iv) was generated independently by the receiving party before disclosure by the disclosing party, or (v) may not be withheld by Client pursuant to the Nebraska public records law.

5.2 **Confidentiality Obligations.** Goss and Client shall not disclose any of the other party's Confidential Information to any person, or permit any person to use, examine or reproduce Confidential Information, unless such Confidential Information has become public knowledge through means other than breach of this Agreement without permission.

5.3 **Injunctive Relief.** The parties acknowledge that the use, reproduction or disclosure of the Confidential Information in a manner inconsistent with the Agreement will cause the other party irreparable damage, and that each party shall have the right to equitable and injunctive relief to prevent the unauthorized use, reproduction or disclosure,

and to such damages as are occasioned by such unauthorized use, reproduction or disclosure.

5.4 The parties agree to the terms and conditions set forth on the SOW attached hereto as Attachment A.

6. LIMITATIONS OF LIABILITY.

6.1 **Limitation Of Liability.** Goss's liability to client for any and all claims, whether in an action in contract or in tort, including, but not limited to, negligence or strict liability, for any loss or injury arising out of, connected with or resulting from the performance or breach of this Agreement or the use, performance or nonperformance of the Deliverables or the Services, or any part thereof, furnished hereunder shall not exceed the total amount of the fee paid by client to Goss for the Service or Deliverable that causes the loss or injury or is the subject matter of the claim or cause of action.

6.2 **Allocation of Risk.** Goss and Client expressly acknowledge and agree that the limitations and exclusions contained in this Article 6 have been the subject of active and complete negotiation between the parties and represent the parties' agreement as to the allocation of risk between the parties based upon the level of risk to Goss and Client associated with their respective obligations under this Agreement. The payments payable to Goss in connection herewith reflect this allocation of risk and the exclusion of consequential damages in this Agreement. The parties acknowledge that but for the limitations in this Article 6, the parties would not have entered into this Agreement.

6.3 **Reliance on Information.** Goss shall be entitled to rely upon and act in accordance with any instructions, guidelines or information provided to Goss by Client, which are given by such persons as have actual or apparent authority to provide such instructions, guidelines or information and shall incur no liability in doing so.

7. TERM AND TERMINATION.

7.1 **Term and Termination.** This Agreement will become effective upon the Effective Date and shall continue in full force and effect until terminated in accordance with the terms of this Article 7. Each SOW shall expire when the Services described in the SOW have been completed. Either party may terminate this Agreement or any SOW at any time upon fifteen (15) days prior written notice to the other party. Upon termination of this Agreement or any SOW, Client shall pay Goss for all reimbursable expenses and costs incurred by Goss up to and including the date of termination, including all fees incurred for Services performed by Goss for all SOWs terminated. Upon termination of this Agreement, each party shall return to the other all copies of any information, data, documents or other materials, including all Confidential Information, in the party's possession which was provided to the other party pursuant to this Agreement.

7.2 **Survival.** Sections 2, 3, 5, and 6 of this Agreement shall survive the termination of any SOW or of this Agreement and said termination shall not affect the validity or enforceability of such sections. Termination of this Agreement shall not impair either party's then-acrued rights, obligations, liabilities or remedies.

8. **INDEPENDENT CONTRACTOR.** Nothing herein shall be construed to ascribe to Goss a status other than that of an independent contractor. Client shall not be obligated to pay employment taxes on or make withholdings in connection with compensation paid to Goss. Client will not reimburse Goss for or provide Goss with any form of insurance benefits, pension benefits, vacation or holiday benefits or any other kind of benefits or expenses whatsoever. Neither party hereunder has the authority to bind the other party to any third person or otherwise to act in any way as the representative or agent of the other party, unless otherwise expressly agreed to in writing.

9. **NOTICE.** Any notice, demand or other communication required or permitted by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes when delivered in person or sent by registered or certified mail, return receipt requested, all postage and other charges prepaid, as follows:

If to Goss:

If to Client:

Goss & Associates Economic Solutions, LLC
5202 Burt St.
Omaha, Nebraska 68132
Attention: Ernest Goss
402-598-3198

City of Bellevue
Attention: Mr. Harrison Johnson
Director of Communications &
Economic Development
402-293-3000

or at such other address as may be designated by notice from such party to the other party pursuant to the terms of this section.

10. **ENTIRE AGREEMENT.** This Agreement, together with the SOWs, and any other schedules, attachments and exhibits attached to the SOWs, constitutes the entire agreement and understanding among the parties hereto and is the final expression of their agreement and no evidence of oral or other written promises shall be binding. All other prior agreements or understandings related to the subject hereof among the parties, whether written or oral, shall be null and void and of no further force and effect upon the execution of this Agreement. This Agreement may not be supplemented, amended, modified or otherwise altered except by written instrument executed by all the parties hereto and no course of dealing or trade usage between the parties shall be effective to supplement, amend, modify or alter this Agreement.

11. **FORCE MAJEURE.** In no event shall Goss be liable for errors or delays in the performance and the delivery of Deliverables, or for any damages suffered by Client when any error, delay or nonperformance is due to causes beyond Goss's reasonable control, including, but not limited to, acts of God, fire, strikes, explosions, floods, epidemics,

quarantine restrictions, war, insurrection or riot, civil or military authority, compliance with priority orders or preference rating issued by any federal, state or other governmental authority, freight embargoes, fuel or energy shortages, wrecks, delays in transportation, unusually severe weather (including lightning strikes), failures or fluctuations in electrical power or telecommunications equipment, accidents or inability to obtain necessary labor, materials or manufacturing facilities.

12. **GENERAL.** This Agreement and all SOWs executed hereunder shall be governed by the laws of Nebraska without reference to its conflict of laws rules. The parties agree that any cause of action or litigation involving the alleged breach or enforcement of this Agreement or any claim arising hereunder shall be filed exclusively in federal or state court in Douglas County, Nebraska, and Client hereby irrevocably consents to the jurisdiction of any federal or state court in Douglas County, Nebraska. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any action (including arbitration), regardless of form, arising out of transactions under this Agreement, shall be brought by either party within the applicable statute of limitations. Should any provision of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining provisions of this Agreement. The failure to enforce or to require the performance at any time of any of the provisions of this Agreement herein shall not be construed as a waiver of such provisions, and shall not affect either the validity of this Agreement or the right of either party thereafter to enforce this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. The captions appearing in this Agreement are included solely for convenience of reference and shall not be construed or interpreted to affect the meaning or interpretation of this Agreement. This Agreement is the result of an arms-length bargain between the parties. The terms of this Agreement shall not be construed against the drafter. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Goss & Associates Economic Solutions, LLC, City of Bellevue ("Client")
a Nebraska corporation ("**Goss**")

Signature: 

Printed Name: Ernest Goss

Title: Principal

Address: 5202 Burt St.
Omaha, NE 68132

Phone: (402) 598-3198

Fax: _____

E-mail: ernieg@creighton.edu

Date Signed: October 27, 2023

Signature: _____

Mayor Rusty Hike

1500 Wall Street

Bellevue, NE 68005

(402) 293-3022

Date Signed: _____

Attest

City Clerk Susan Kluthe: _____

ATTACHMENT A

Statement of Work ("SOW")

THIS AGREEMENT is made and entered into by and between Goss & Associates Economic Solutions, LLC ("Goss") and the City of Bellevue ("Client"), and shall be interpreted in accordance with the Consultant Agreement executed by and between Goss and Client, to which this Attachment A is attached.

Goss will complete an economic impact study which provides:

1. Estimated state and local tax collections resulting from The Good Life Transformational Projects Act, Neb. Rev. Stat. § 77-4402, et seq. Impacts estimated will include: individual income, corporate income, sales, property and other taxes and fees. Particular attention and focus will be paid to sales and real personal property taxes.
2. A certification that the diversion of state sales tax will be offset or exceed by sales tax paid on anticipated development costs. This is required by the legislative language. area. This project is in Sarpy County and may impact those towns and school districts.
3. All impacts include the construction period and the first 10 years of operation, or the period of time specified by the contracting organization.
4. An economic impact study which estimates the i) the total impact, ii) wages & salaries impacts, iii) self-employment income impacts, iv) jobs impacts, v) state and local tax impacts.
5. Estimated impacts of The Good Life Transformational Projects Act on the financial support for school districts in the City of Bellevue and the Omaha, Nebraska metro areas.¹
6. Estimated impacts by industry. In addition to estimating impacts for the state and for each Nebraska county, the proposed study will estimate impacts across 20 industries including, banking, real estate, retail trade, etc.
7. A statement of how the jobs and taxes from the project will contribute to the economic development of the State of Nebraska, Bellevue, and the Omaha metro area. The study will estimate the rate-of-return for taxpayer provided funds--both direct and indirect support. Indirect support would include the use of sales taxes collected, but not remitted to state and local taxing authorities.
8. Employee Volunteer Labor: uncompensated hours at the employee's hourly earnings rate from employees of the businesses in the Good Life Transformational Project area or zone.
9. All impacts will be estimated for the period of time specified by the contracting authority, or for the first ten years of the project including the construction period.

Commented [AB1]: Harrison: Please confirm this change is correct.

¹Excludes Iowa counties in Metropolitan Omaha. Nebraska counties in the Omaha Metropolitan Area are: Cass, Douglas, Sarpy, Saunders, and Washington Counties.

Table 1 below provides a summary of the timeline of events and dates that output will be delivered to the City of Bellevue. **A delay in receiving requested documents from the Client or receiving information from the Client may result in a delay in the timeline.

Table 1: Timeline

Activity	Start Date- Finish Date
Begin study	October 24 th
Collect data	October 24 - November 15
Create multipliers, and dynamic model	October 1 - 15
Estimate impacts: a) total, b) wages & salaries, c) self-employment income, d) state & local tax collections, e) jobs	November 8 - 15
Estimate the rate-of-return for state & local investment dollars	November 15 - 21
Present first draft of study	December 4
Changes/Edits back from client by	December 7
Final report complete	December 15, 2023

ATTACHMENT B

Detailed Cost of Study

Table 2 provides a detail of the costs of the completed study as set forth in the Statement of Work ("SOW") in Attachment A to the Agreement between the City of Bellevue ("Client") and Goss Economic Solutions, LLC ("Goss"). Total costs to complete the SOW will not exceed \$23,500. Additional services beyond those specified in this agreement will be provided as agreed upon by the City and Goss. There is no charge for one presentation of the findings from this study. Any additional presentations will be reimbursed for travel costs only. Dr. Goss agrees to speak to the news media and members of the Nebraska branch of government or committees thereof as specified by the City of Bellevue. All presentations will be cleared in advance by the City of Bellevue. The findings from the study remain the sole property of the City of Bellevue and will be used and released as specified by the City of Bellevue.

Table 2: Detailed costs

Description	Cost
Purchase of IMPLAN Multiplier Data. Goss & Associates already owns.	\$0
Data collection – primary and secondary data	\$4,000
Calculate direct impacts	\$4,500
Estimate indirect impacts	\$4,500
Detailing qualitative impacts	\$4,000
Writing appendix and create executive summary	\$3,000
Design work. Photos, In-Design, and layout.	\$1,500
Edit final report and final changes	\$1,000
Charge for priority service – expedited turn around	\$1,000
Total costs not to exceed (including travel expenses)	\$23,500*

***In terms of contract payment, 20 percent of costs are due upon initiation of the study with the balance paid upon completion of the project.**

Commented [AB2]: Proposed change reflects the amount indicated in Section 2 of the Agreement.

ANALYSIS DESCRIPTION:

The Goss & Associates team will complete a study examining the economic impact of LB 727 Good Life Transformational Project on the City of Bellevue and Nebraska's Omaha metro area, as defined in the SOW in Attachment A to the Agreement between Goss & Associates Economic Solutions LLC and the City of Bellevue, to which this Analysis Description is attached.

Goss & Associates Economic Solutions, LLC.



By: Ernie Goss, Ph.D.

Dated: October 27, 2023

City of Bellevue

By: _____

Dated: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 7, 2023		SUBMITTED BY: Dave Goedeken - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

MUD Southeast water main extension project. WP1871

SYNOPSIS/BACKGROUND:

MUD received bids for this project. The low bid was submitted by Roloff Construction Company. Total estimated costs including design, MUD material, inspection, easements, district administrative and general expenses are estimated to be \$20,118,925.00 with \$2,668,565.00 being the responsibility of MUD and \$17,450,360.00 for the City of Bellevue share. This notice is to give MUD approval to accept the bid and estimated project cost, minus Lump Sum Bid 3 & Lump Sum Bid 4 for a new project cost of \$14,165,360.00 for the City of Bellevue share.

FISCAL IMPACT:: \$14,165,360.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: MUD Southeast Water Main Extension project

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

CIP PROJECT NAME: WP1871 CIP PROJECT NUMBER: MUD Water Main Extension

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-10-7020-6056-602302-921-00000

RECOMMENDATION:

The City Council and Mayor to give MUD the approval to accept the bid and estimated project cost.

ATTACHMENTS:

1. MUD Letter	2. Map	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





We Influence The World!

To: Jim Ristow
From: Harrison Johnson
Date: October 12, 2023
Subject: MUD Pipeline Approval

Regarding the MUD Bid Proposal we'd like to approve the previous submission by MUD with one emendation. Referring to Addendum A, the bid table document, we'd like to remove the following bids from the approval:

- Lump Sum Bid 3 (100057000505) – Install Approximately 4,330' Of 24" Ductile Iron Water Pipe Along Hidden Valley Rd. (Ls)- \$1,780,000
- Lump Sum Bid 4 (100057000527) – Install Approximately 4,420' Of 16" Ductile Iron Water Pipe Along Hwy. 34 From 8th St. To 10th St. (Ls)- \$1,505,000

These bids will constitute a new project called the Hidden Valley Road Water Pipeline Extension project with the aim of using funding from the U.S. Department of Commerce Economic Development Administration (EDA). If successful, we will could reduce 80% of the cost of the above phases for a net savings of \$2.4 million.

The new total be asked for MUD water pipeline extension project is: \$14,165,360

Recommended Motion:

I motion to approve the MUD Water Main Extension Project bid for \$14,165,360 after removing the identified costs of Lump Sum Bid 3 and Lump Sum Bid 4 which will be paid for in the Hidden Valley Road Water Pipeline Extension Project

METROPOLITAN UTILITIES DISTRICT

August 17, 2023

David Goedecken
Public Works Director
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
Office: 402-293-3030
david.goedecken@bellevue.net

Re: WP1871 Southeast Bellevue Water Main Extension

Dear Mr. Goedecken:

This letter is to provide you bid information and updated cost estimate for the Southeast Bellevue Water Main Extension Project.

The Metropolitan Utilities District received three bids for this project. Low bid was submitted by Roloff Construction Company for \$15,869,425.00.

Total estimated costs including Design, MUD Materials, Inspection, Easements, District Administrative and General Expenses are outlined in the table below and estimated to be \$20,118,925. With \$17,450,360 being the responsibility of the City of Bellevue and \$2,668,565 being the responsibility of MUD.

MUD Job Number	Pipe Diameter	Design and Construction Total	MUD Overhead	Job Total	MUD Contribution	City of Bellevue Contribution
100057000000	30"	\$5,557,254	\$200,782	\$5,758,036	\$2,015,536	\$3,742,500
100057000504/100065001703	16"	\$376,176	\$15,039	\$391,215	-	\$391,215
100057000505	24"	\$2,658,259	\$103,705	\$2,761,964	-	\$2,761,964
100057000507	16"	\$3,707,148	\$152,939	\$3,860,087	-	\$3,860,087
100057000508	16"	\$2,196,900	\$85,063	\$2,281,963	-	\$2,281,963
100057000527	16"	\$2,486,648	\$98,350	\$2,584,998	-	\$2,584,998
100057000528	16"	\$1,759,520	\$68,113	\$1,827,633	-	\$1,827,633
100051001070	Valve	\$632,350	\$20,679	\$653,029	\$653,029	-
TOTAL		\$19,374,255	\$744,670	\$20,118,925	\$2,668,565	\$17,450,360

Sincerely,

Emily Hovda Walton
Engineer
Metropolitan Utilities District



@mudwaterontap



/mudomahane



@mudomahane



mudomaha.com

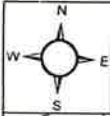
PLAT 15
 15. 11/17/2021

COMPANY
 WP1871

DESCRIPTION	EST QTY	R. Construction Company				Valley Corporation				S J. Louis Construction, Inc			
		Unit	Bid	Total	Bid	Unit	Bid	Total	Bid	Unit	Bid	Total	Bid
LUMP SUM BID 1 (10005700000) - INSTALL APPROXIMATELY 5,680 OF 30" DUCTILE IRON WATER PIPE ALONG PLATTEVIEW RD. (LS)	1		\$ 3,573,000.00	\$ 3,573,000.00		\$ 3,796,552.44	\$ 3,796,552.44		\$ 3,413,000.00	\$ 3,413,000.00		\$ -	
LUMP SUM BID 2 (100051001070) - INSTALL 48" GATE VALVE AND ALL NECESSARY WATER MAIN AND APPURTENANCES. (LS)	1		\$ 474,000.00	\$ 474,000.00		\$ 549,880.48	\$ 549,880.48		\$ 552,000.00	\$ 552,000.00		\$ -	
LUMP SUM BID 3 (100057000505) - INSTALL APPROXIMATELY 4,330 OF 36" DUCTILE IRON WATER PIPE ALONG HIDDEN VALLEY RD. (LS)	1		\$ 1,780,000.00	\$ 1,780,000.00		\$ 2,476,589.51	\$ 2,476,589.51		\$ 1,800,000.00	\$ 1,800,000.00		\$ -	
LUMP SUM BID 4 (100057000527) - INSTALL APPROXIMATELY 4,420 OF 18" DUCTILE IRON WATER PIPE ALONG HWY. 34 FROM 8TH ST. TO 10TH ST. (LS)	1		\$ 1,505,000.00	\$ 1,505,000.00		\$ 1,393,616.99	\$ 1,393,616.99		\$ 1,350,000.00	\$ 1,350,000.00		\$ -	
LUMP SUM BID 5 (100057000528) - INSTALL APPROXIMATELY 2,850 OF 16" DUCTILE IRON WATER PIPE ALONG S. 5TH ST. (LS)	1		\$ 886,000.00	\$ 886,000.00		\$ 790,511.25	\$ 790,511.25		\$ 750,000.00	\$ 750,000.00		\$ -	
LUMP SUM BID 6 (100057000507) - INSTALL APPROXIMATELY 1,860 OF 18" DUCTILE IRON WATER PIPE ALONG LA PLATTE RD. (LS)	1		\$ 2,580,000.00	\$ 2,580,000.00		\$ 3,010,748.58	\$ 3,010,748.58		\$ 2,775,000.00	\$ 2,775,000.00		\$ -	
LUMP SUM BID 7 (100057000520) - INSTALL APPROXIMATELY 979 OF 18" HDPE (DIPS), 60 OF 18" DUCTILE IRON WATER PIPE, 2,510 OF 16" DUCTILE IRON WATER PIPE AND 19 OF 12" DUCTILE IRON WATER PIPE. ALL CIVIL HARDWARE	1		\$ 1,360,000.00	\$ 1,360,000.00		\$ 1,518,517.31	\$ 1,518,517.31		\$ 2,065,000.00	\$ 2,065,000.00		\$ -	
LUMP SUM BID 8 (100057000524) - INSTALL APPROXIMATELY 580 OF 16" DUCTILE IRON WATER PIPE ALONG PLATTEVIEW RD. (LS)	1		\$ 262,000.00	\$ 262,000.00		\$ 342,672.91	\$ 342,672.91		\$ 260,000.00	\$ 260,000.00		\$ -	
LUMP SUM BID 9 (100065001703) - ABANDON APPROXIMATELY 340' OF 14" DUCTILE IRON WATER PIPE (LS)	1		\$ 6,800.00	\$ 6,800.00		\$ 28,307.86	\$ 28,307.86		\$ 22,000.00	\$ 22,000.00		\$ -	
LUMP SUM BID 10 (BNSF/UPRR Inspection, Monitoring, and Flagging Fee) - CONTRACTOR TO COORDINATE AND PAY FOR INSPECTION, MONITORING, AND FLAGGING FEE (LS)	1		\$ 60,000.00	\$ 60,000.00		\$ 60,000.00	\$ 60,000.00		\$ 60,000.00	\$ 60,000.00		\$ -	
UNIT PRICE 1 - The cost for casing (48") boring installation of 30" pipe and corresponding casing spacers shall be: (LF)	335		\$ 1,075.00	\$ 897,825.00		\$ 1,118.14	\$ 933,648.90		\$ 1,500.00	\$ 1,252,500.00		\$ -	
UNIT PRICE 2 - The cost for casing (42") boring installation of 24" pipe and corresponding casing spacers shall be: (LF)	200		\$ 960.00	\$ 192,000.00		\$ 1,000.82	\$ 200,164.00		\$ 1,300.00	\$ 260,000.00		\$ -	
UNIT PRICE 3 - The cost for casing (30") boring installation of 16" pipe and corresponding casing spacers shall be: (LF)	1860		\$ 610.00	\$ 1,134,600.00		\$ 656.06	\$ 1,221,945.60		\$ 1,125.00	\$ 2,092,300.00		\$ -	
UNIT PRICE 4 - The cost for casing (48") open cut trench installation of 30" pipe and corresponding casing spacers shall be: (LF)	400		\$ 620.00	\$ 248,000.00		\$ 373.86	\$ 149,544.00		\$ 625.00	\$ 250,000.00		\$ -	
UNIT PRICE 5 - The cost for casing (42") open cut trench installation of 24" pipe and corresponding casing spacers shall be: (LF)	440		\$ 610.00	\$ 268,400.00		\$ 333.16	\$ 146,590.40		\$ 575.00	\$ 253,000.00		\$ -	
UNIT PRICE 6 - Pipe embedment detail for poor soil conditions (estimate 1,250 feet total). Contractor shall be paid price per linear foot of installation of 30" main based on actual conditions encountered in the field and as directed by Engineer for areas of installation. Price shall include all labor and material costs for ground stabilization fabric, crushed run rock, sand and gravel granular backfill material, dewatering, and all other conditions as noted in the Trench & Pipe Embedment for Poor Soil Conditions detail shown in the drawings. All pipe material costs are to be included in the lump sum bid and not included in this item price: (LF)	1250		\$ 50.00	\$ 62,500.00		\$ 31.29	\$ 39,100.00		\$ 95.00	\$ 118,750.00		\$ -	
UNIT PRICE 7 - Pipe embedment detail for poor soil conditions (estimate 1,000 feet total). Contractor shall be paid price per linear foot of installation of 24" main based on actual conditions encountered in the field and as directed by Engineer for areas of installation. Price shall include all labor and material costs for ground stabilization fabric, crushed run rock, sand and gravel granular backfill material, dewatering, and all other conditions as noted in the Trench & Pipe Embedment for Poor Soil Conditions detail shown in the drawings. All pipe material costs are to be included in the lump sum bid and not included in this item price: (LF)	1000		\$ 39.00	\$ 39,000.00		\$ 30.44	\$ 30,440.00		\$ 75.00	\$ 75,000.00		\$ -	
UNIT PRICE 8 - Pipe embedment detail for poor soil conditions (estimate 4,000 feet total). Contractor shall be paid price per linear foot of installation of 16" main based on actual conditions encountered in the field and as directed by Engineer for areas of installation. Price shall include all labor and material costs for ground stabilization fabric, crushed run rock, sand and gravel granular backfill material, dewatering, and all other conditions as noted in the Trench & Pipe Embedment for Poor Soil Conditions detail shown in the drawings. All pipe material costs are to be included in the lump sum bid and not included in this item price: (LF)	4000		\$ 34.00	\$ 136,000.00		\$ 28.72	\$ 114,880.00		\$ 60.00	\$ 240,000.00		\$ -	
UNIT PRICE 9 - Install and liberate dewatering wells as directed by District Engineer. (LS)	1		\$ 400,000.00	\$ 400,000.00		\$ 400,000.00	\$ 400,000.00		\$ 400,000.00	\$ 400,000.00		\$ -	
UNIT PRICE 10 - Abandon groundwater monitoring well (See pages 17, 18 and 25 of drawing set). (EA)	3		\$ 1,500.00	\$ 4,500.00		\$ 3,001.72	\$ 9,005.16		\$ 2,750.00	\$ 8,250.00		\$ -	
	0		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	
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	0		\$ -	\$ -		\$ -	\$ -		\$ -	\$ -		\$ -	
Unit Price Total		\$ 15,869,425.00			\$ 17,212,693.19			\$ 17,997,000.00					
Sales Tax		\$ -			\$ 529,552.76			\$ -					
TOTAL BID		\$ 15,869,425.00			\$ 17,742,245.95			\$ 17,997,000.00					

August 15, 2023

Sales Tax for Option 1 Contractors only all others enter 50

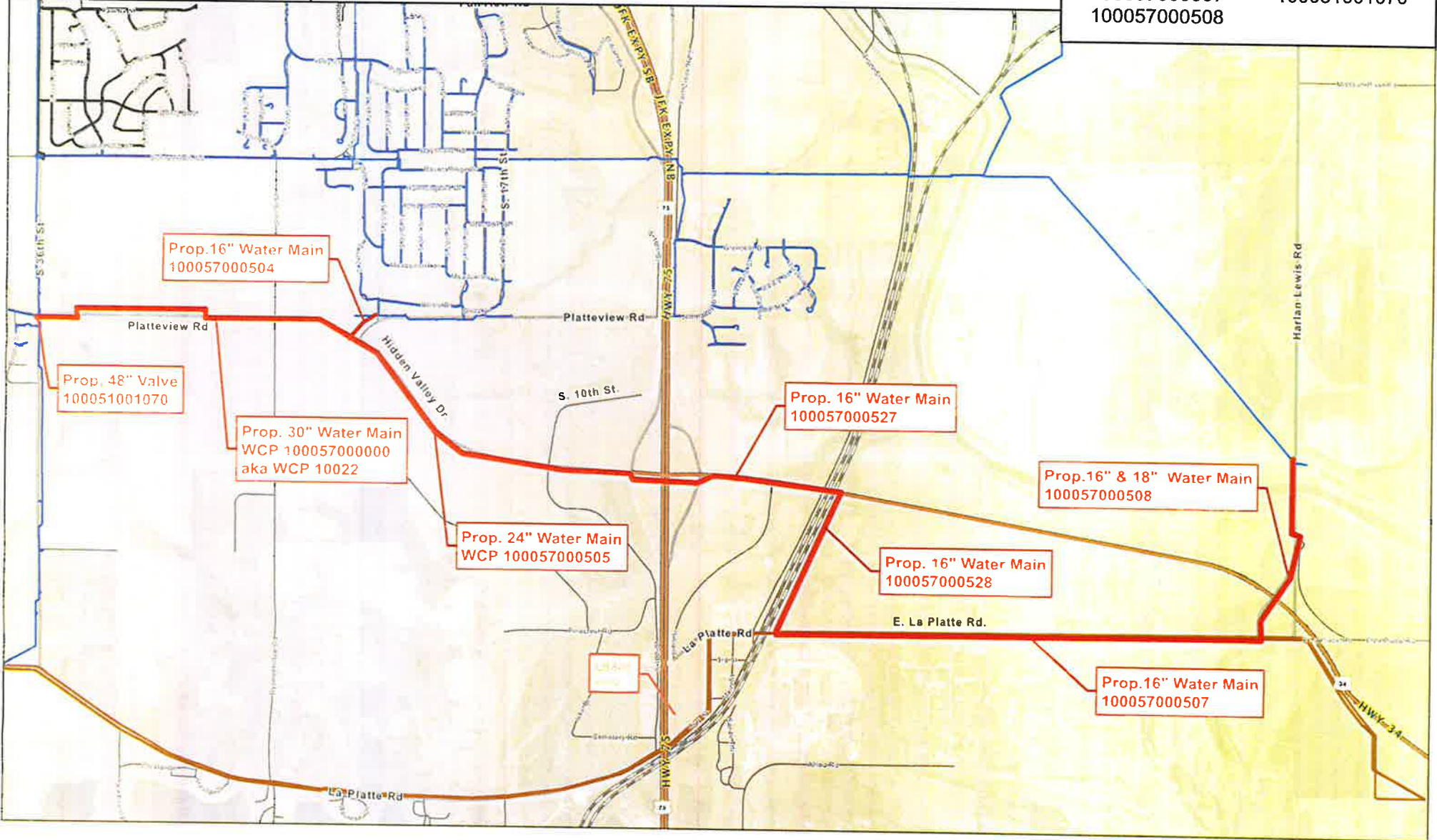


WP1871

Southeast Bellevue Main Extensions

100057000504
 100057000505
 100057000507
 100057000508

100057000527
 100057000528
 100051001070



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
11/7/2023

COUNCIL MEETING DATE: 11/07/23		SUBMITTED BY: Ashley Decker, HR Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval and ratification of Memorandum of Understanding (MOU) between the City of Bellevue and the Bellevue Professional Management Association (BPMA) to include a recently created position in to the Collective Bargaining Agreement.

SYNOPSIS/BACKGROUND:

The Police department has recently created a Technical Support Specialist to help meet their needs as their technology continues to grow and evolve. After a compensation study was done and the knowledge, skills and abilities needed for the position were compared, it was determined that this position should be included in the BPMA. As such, the attached Memorandum of Understanding is to formally add the position, and the wage range for the position, to the current Collective Bargaining Agreement.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve the MOU adding the Technical Support Specialist to the Bellevue Professional Management Association collective bargaining agreement.

ATTACHMENTS:

1. <input type="text" value="MOU with BPMA"/>	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: _____

Aimee Borkhill
[Signature]
[Signature]

MEMORANDUM OF UNDERSTANDING

The City of Bellevue, Nebraska (“City”) and the Bellevue Professional Management Association (“BPMA”) are parties to a collective bargaining agreement effective October 1, 2021 to September 30, 2025 (“Agreement”).

The City and the BPMA have identified for areas of the Agreement that are required to be revised to accurately reflect the job classifications listed in Appendix B of the Agreement due to a newly created position that has been agreed upon for inclusion. The parties agree that the current Agreement does not accurately reflect current job classifications listed in Appendix B nor the wage scale listed in Appendix C of the Agreement and therefore, enter into the following Memorandum of Understanding (“MOU”) to correct those inaccuracies.

1. Unless otherwise agreed upon herein, this MOU is effective for the term of the Agreement.
2. Article 1 (Union Recognition), Section 1 of the Agreement states: “The City recognizes the Union as the exclusive collective bargaining representative of those employees who occupy the job classifications listed in Appendix B of this Agreement.”
3. Article 1 (Union Recognition), Section 3 of the Agreement states: “Placement in the bargaining unit shall occur immediately upon reinstatement of the position if the position was previously covered under the bargaining unit. Newly created positions may be considered for inclusion in the bargaining unit, but such inclusion will not constitute re-opening of this agreement.”
4. As written, Appendix B, Job Classification and Grade Assignment of the Agreement, does not accurately reflect the job classifications of the employees due to the recent newly created position. The City agrees to add the position of Technical Support Specialist for BPMA inclusion.
5. The parties agree that Appendix B, Job Classification of the Agreement, shall incorporate the following job classifications:

**APPENDIX B
JOB CLASSIFICATION**

Administrative Assistant/Secretary
Assistant Library Director
Assistant Planning Manager
Assistant Recreation Superintendent
Assistant Street Superintendent
Business Manager
Chief Building Official
Civilian Community Policing/Community Relations Coordinator
Community Relations/Social Media Manager
Code Enforcement Supervisor
Communications Systems Coordinator
Deputy City Clerk
Fabrication Supervisor
Facility Maintenance Superintendent
Fleet Maintenance Foreman
Fleet Maintenance Superintendent
Foreman II - Facility Maintenance
Foreman II - Parks
Foreman II - Streets
Foreman II - Wastewater
Human Services Manager
Intelligence Analyst
Librarian II
Permits and Inspections Office Manager
Public Works Engineer I
Purchasing Agent
Records Unit Supervisor
Streets Superintendent
Technical Support Specialist
Traffic Sign/Signal Supervisor
Wastewater and Solid Waste Superintendent

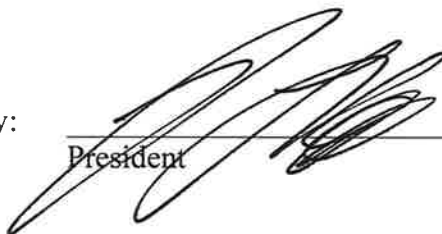
6. The parties hereby agree that Appendix C, Wage Scale of the Agreement, shall incorporate the following job classifications and pay ranges:

Job Title	Steps->	1	2	3	4	5	6	7	8	9	10
Administrative Assistant/Secretary		20.41	21.20	22.03	22.88	23.76	24.69	25.65	26.64	27.69	28.77
Assistant Library Director		30.87	32.00	33.18	34.40	35.65	36.96	38.31	39.71	41.17	42.67
Assistant Planning Manager		31.20	32.41	33.66	34.96	36.30	37.69	39.15	40.66	42.23	43.84
Assistant Recreation Superintendent		27.50	28.49	29.51	30.57	31.66	32.79	33.97	35.19	36.45	37.74
Assistant Street Superintendent		30.26	31.30	32.37	33.49	34.64	35.83	37.07	38.34	39.66	41.00
Business Manager		26.92	28.03	29.18	30.39	31.64	32.94	34.29	35.71	37.17	38.70
Chief Building Official		36.59	37.90	39.25	40.66	42.12	43.62	45.18	46.80	48.47	50.20
Civilian Community Policing/Community Relations Coordinator		22.98	23.96	24.98	26.05	27.16	28.33	29.54	30.80	32.11	33.49
Community Relations/Social Media Manager		26.96	27.93	28.93	29.97	31.04	32.15	33.30	34.50	35.73	37.00
Code Enforcement Supervisor		31.61	32.76	33.96	35.20	36.49	37.82	39.20	40.64	42.13	43.66
Communications Systems Coordinator		28.69	29.82	30.99	32.21	33.48	34.79	36.15	37.57	39.05	40.59
Deputy City Clerk		24.33	25.33	26.37	27.46	28.59	29.77	30.99	32.27	33.60	35.00
Fabrication Supervisor		17.04	18.01	19.04	20.12	21.27	22.48	23.76	25.12	26.55	28.08
Facility Maintenance Superintendent		33.96	35.28	36.65	38.08	39.56	41.10	42.69	44.34	46.07	47.86
Fleet Maintenance Foreman		29.41	30.58	31.80	33.08	34.40	35.78	37.21	38.70	40.25	41.86
Fleet Maintenance Superintendent		33.79	35.09	36.43	37.83	39.29	40.79	42.37	43.99	45.67	47.43
Foreman II - Facility Maintenance		26.60	27.65	28.75	29.88	31.07	32.29	33.57	34.91	36.29	37.74
Foreman II - Parks		28.91	30.05	31.19	32.40	33.65	34.96	36.31	37.72	39.18	40.70
Foreman II - Streets		28.98	30.03	31.12	32.25	33.43	34.65	35.90	37.22	38.57	39.97
Foreman II - Wastewater		27.46	28.65	29.90	31.20	32.55	33.97	35.45	36.99	38.59	40.24
Human Services Manager		27.78	28.91	30.11	31.35	32.64	33.98	35.37	36.83	38.34	39.90
Intelligence Analyst		28.35	29.36	30.41	31.49	32.62	33.78	34.99	36.24	37.53	38.88
Librarian II		28.49	29.61	30.78	31.99	33.25	34.56	35.93	37.34	38.81	40.34
Permits and Inspections Office Manager		28.59	29.57	30.58	31.63	32.71	33.83	34.99	36.19	37.42	38.70
Public Works Engineer I		30.81	31.96	33.16	34.40	35.69	37.02	38.40	39.84	41.32	42.85
Purchasing Agent		29.78	30.91	32.09	33.31	34.58	35.90	37.28	38.70	40.18	41.71
Records Unit Supervisor		22.73	23.67	24.64	25.65	26.70	27.79	28.93	30.12	31.36	32.66
Streets Superintendent		35.30	36.77	38.30	39.89	41.55	43.29	45.09	46.97	48.93	50.95
Support Services Supervisor		27.75	28.81	29.91	31.06	32.26	33.50	34.79	36.13	37.51	38.94
Traffic Sign/Signal Supervisor		26.16	27.13	28.14	29.19	30.29	31.42	32.60	33.81	35.07	36.36
Wastewater and Solid Waste Superintendent		39.12	40.52	41.98	43.49	45.06	46.68	48.37	50.11	51.91	53.79

City of Bellevue, Nebraska

Bellevue Professional Management Association

By: _____
Mayor Rusty Hike

By:  _____
President

Approved by the Bellevue City Council on this ____ day of _____, 2023.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: November 7, 2023		SUBMITTED BY: David Goedecken- Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Schilling Drive bridge removal

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the Schilling Drive bridge removal, on Wednesday October 25, 2023 at 10:00 am. After review of the bids received, the low, responsive, responsible bidder, JMN Construction LLC has been recommended for the project.

FISCAL IMPACT: \$392,290.80 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: JMN Construction LLC INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Schilling Drive 9th to 13th Bridge Removal

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

CIP PROJECT NAME: Bridge repairs

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S): CIPST24(6)

ACCOUNTING DISTRIBUTION CODE: 15 ACCOUNT NUMBER: 7010

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and JMN Construction LLC., in the amount of \$356,628.00, plus a 10% contingency of \$35,662.80, for a total project cost of \$392,290.80

ATTACHMENTS:

1. Contract	2. Proposal	3. Bid Sheet
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Kimberly Borker
[Signature]
[Signature]

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 7th day of November 2023 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and JMN Construction LLC ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the Schilling Drive Bridge Reomoval ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed **Three hundred fifty-six thousand six hundred twenty-eight dollars and 00/100 cents (\$356,628.00)** ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work (“Corrective Work”), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor’s Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor’s performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement (“Default”) in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor’s operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City’s negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City’s Rights. All indemnity obligations of Contractor under this Contract and the Contractor’s obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City’s and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue
Public Works Der
Attn: Dave Goedeken
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Aimee Batallion
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

JMN Construction LLC
314 W Reichmuth Road
Valley, NE 68064
Fax No.: _____

With a copy to:

Fax No.: _____

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Dave Goedeken, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

BIDDER: JMN CONSTRUCTION LLC

Project: City of Bellevue
"SCHILLING DRIVE BRIDGE REMOVAL"

PROPOSAL

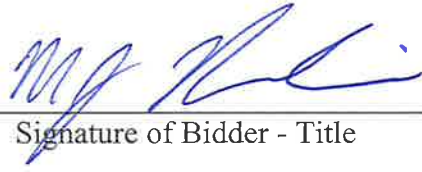
To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for "SCHILLING DRIVE BRIDGE REMOVAL" and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage's, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) 1&2 thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within (**see Construction Schedule**) The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:



Signature of Bidder - Title

Michael Nachreiner

Typed or Printed Name

JMN Construction LLC

Name of Company

314 West Reichmuth Road

Business Address

Valley, Nebraska 68064

DUNS #

City of Bellevue Contractor's License #/or
approved equivalent

402-521-0132

Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16k.
11/7/2023

COUNCIL MEETING DATE: November 7, 2023		SUBMITTED BY: Dave Goedecken-Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

2023 Concrete Projects-Change Order No.1

SYNOPSIS/BACKGROUND:

Perform additional concrete pavement repairs were added for Bernadette Ave between 48th Street and 45th Ave. Amount of this work is approximately \$117,000. The actual quantity of pavement repair throughout five areas included in the original contract is expected to exceed the estimated quantity by approximately 1500 Square Yards (\$133,000) which brings this change order to a total of \$250,000.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NAME:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Approve and authorize the Mayor to sign the change order between the City of Bellevue and Earnest Construction Group not to exceed \$250,000.

ATTACHMENTS:

1. <input type="text" value="Change Order No.1"/>	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:

Simon B. Hovell

John R.

WORK CHANGE DIRECTIVE

No. 1

DATE OF ISSUANCE 11/8/2023

EFFECTIVE DATE 11/8/2023

OWNER	<u>City of Bellevue</u>
CONTRACTOR	<u>Earnest Construction Group</u>
Contract:	<u>April 4, 2023</u>
Project:	<u>2023 Concrete Projects</u>
OWNER'S Contract No. <u>N/A</u>	ENGINEER's Project No. <u>BPW-230102</u>

You are directed to proceed promptly with the following change(s):

Description: **Perform additional concrete pavement repairs as directed by the engineer.**

Purpose of Work Change Directive: **One new area of concrete pavement repair was added to the contract: Bernadette Ave between 48th St and 45th Ave. The value of this additional work is approximately \$117,000. In addition, the actual quantity of pavement repair throughout the five areas included in the original contract is expected to exceed the estimated quantity by approximately 1500 Square Yards (\$133,000).**

Attachments: (List documents supporting change) n/a

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

- Unit Prices
- Lump Sum
- Cost of the Work _____

Estimated increase (~~decrease~~) in Contract Price: **\$250,000.00**
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (~~decrease~~) in Contract Times:
Substantial Completion: 60 days;
Ready for final payment: days.

ISSUED TO:
Earnest Construction Group
CONTRACTOR

RECOMMENDED AND AUTHORIZED:
City of Bellevue
OWNER

By:

By:

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

161.
11/7/2023

COUNCIL MEETING DATE: Nov. 7, 2023		SUBMITTED BY: David Goedeken- Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Acquisitions, Permanent and Temporary Easements for 36th Street Improvement Project

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the phase two of 36th Street Improvement Project. The complete documentations is available upon request. This is the seventh request for acquisitions and easements. This is a 80/20 split with NDOT.

FISCAL IMPACT:: \$2,510.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: 36th Street Improvement Project		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME: ROW Acquisition 36th Street	CIP PROJECT NAME: CIPST23(5)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER: 7010	

RECOMMENDATION:

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project.

ATTACHMENTS:

- Letter from Midwest Right of W
-
-
-
-
-

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

David Goedeken
[Signature]
[Signature]



MIDWEST

R | O | W

midwestrow.com

October 9, 2023

City of Bellevue Public Works
c/o Matt Knight
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street, Sheridan to Platteview
Project #MAPA-3773(1)
Control #22288
Tract #C11

Dear Mr. Knight:

Enclosed are executed copies of the Purchase Agreement for Tract C11, Phyllis Zeitner. The authorized representative of the City of Bellevue will need to sign all copies of the Purchase Agreement. One signed original is to be kept by the City and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original fully executed Purchase Agreement and a check in amount of \$2,510.00 made payable to:

**Phyllis Zeitner
13611 South 36th Street
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contract, and a copy of the payment to dbliss@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,

Denny Bliss
Acquisition Agent

Enclosures

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

**16m.
11/7/2023**

COUNCIL MEETING DATE: 11/01/2023		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the amended Redevelopment Agreement and Redevelopment Promissory Note for Elevate Lofts, LLC (Lot 1, College Apartments Addition).

SYNOPSIS/BACKGROUND:

The approval of the Redevelopment Agreement and Redevelopment Promissory Note are the final City approvals necessary to implement the Redevelopment Plan for Elevate Lofts, LLC. These documents provide for the use of Tax Increment Financing, in the principal amount of \$4,028,917. On June 21, 2022 the city approved the Redevelopment Plan, by Resolution #2022-15, for Redevelopment Project located on Lot 1, College Apartments Addition. The Redevelopment Plan contemplates the rehabilitation of Lot 1, College Apartments Addition, proposing the construction of a 164-unit apartment Community. This amended agreement proposes the construction of a 168-unit apartments.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approval of the amended Redevelopment Agreement and Redevelopment Promissory Note, allowing up to \$4,028,917 plus accrued interest, to offset TIF eligible expenses, for Elevate Lofts LLC, College Apartments Addition Redevelopment Project located on Lot 1, College Apartments Addition as of October 18, 2022 and recind all prior Redevelopment Agreements and Redevelopment Promissory Notes approved for said property .

ATTACHMENTS:

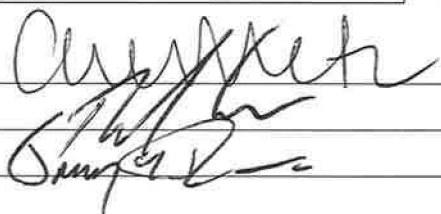
1. <input type="text" value="Redevelopment Agreement (Amended)"/>	2. <input type="text" value="Redevelopment Promissory Note"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: _____

FINANCE APPROVAL AS TO FORM: _____

ADMINISTRATOR APPROVAL AS TO FORM: _____



REDEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Bellevue, Nebraska, a Nebraska Municipal Corporation (the "City"), and Elevate Lofts, LLC("Owner").

RECITALS:

WHEREAS, on June 21, 2022, by Resolution No. 2022-15, the City Council of the City of Bellevue approved the Redevelopment Plan for Multi-Family Housing at 400 W. 19th Avenue, Lot 1, College Apartments Addition, an addition to the City of Bellevue, Sarpy County, Nebraska (the "Redevelopment Plan"), which Redevelopment Plan proposes the construction of a 168-unit apartment community, consisting of unique "lofted" style studio and 1-bedroom apartments with an emphasis on fulfilling the need for young professional housing in the area of Bellevue, Nebraska, commonly referred to as Olde Towne, as shown on the site plan attached hereto as Exhibit "A", which is attached hereto and made a part hereof (the "Site Plan"); and,

WHEREAS, the Redevelopment Plan recommends allowing up to \$4,028,917.00, plus accrued interest, to offset TIF eligible expenses, as allowed by the Community Redevelopment Law, for acquisition, demolition, site preparation, public improvements, architectural and engineering fees and any public improvements, as required, for a project with total projected valuation of \$20,000,000 for real estate tax purposes; and,

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

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

SECTION 1. DEFINITIONS

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

- 1.1 "Base Year" and "Base Year Valuation" shall mean the year prior to the calendar year that the division of the property tax levied on the Redevelopment Site is to become effective. It is established by the Notice to Divide Tax for Community Redevelopment Project ("Notice to Divide") form prepared by the City of Bellevue, which establishes the valuation for the base amount and the calendar year that division of real property tax levied is to become effective. For purposes of this Agreement, the parties agree the Base Year and associated Base Year Valuation shall be established on January 1, 2022.
- 1.2 "City" shall mean the City of Bellevue, Nebraska, a Municipal Corporation of the metropolitan class or such successor entity lawfully established pursuant to the applicable provision of the Nebraska Community Development Law.

- 1.3 “Community Redevelopment Law” shall mean the Community Redevelopment Law of the State of Nebraska (Chapter 18, Article 21, Sections 18-2101, et. seq.), as supplemented by and including Sections 18-2147 to 18-2153, Reissue Revised Statutes of Nebraska, 1943, as amended.
- 1.4 “Director” shall mean the Director of the City of Bellevue Planning Department.
- 1.5 “Division Date” shall mean the agreed upon date after which any ad valorem real estate taxes levied upon the Redevelopment Site shall be divided by the Sarpy County Assessor pursuant to the Community Redevelopment Law and the Notice to Divide. For purposes of this Agreement, the parties agree the Division Date shall be January 1, 2023.
- 1.6 “Excess ad valorem Taxes” shall mean any ad valorem real estate tax levied upon and generated by the real property in the Redevelopment Site after the Division Date (at the rate fixed each year by or for each of the hereinafter defined public bodies) by or for the benefit of the State of Nebraska, the City, and any board, commission, authority, district or any other political subdivision or public body of the State of Nebraska (collectively “public bodies”) in excess of any ad valorem real estate tax generated by the levy on the Base Year Valuation.
- 1.7 “Owner” shall mean Elevate Lofts, LLC.
- 1.8 “Redevelopment Project” shall mean the Multi-Family Housing project at 400W. 19th Avenue, Lot 1, College Apartments Addition, an addition to the City of Bellevue, Sarpy County, Nebraska, proposing the construction of a 168-unit apartment community, consisting of unique “lofted” style studio and 1-bedroom apartments with an emphasis on fulfilling the need for young professional housing in the area of Bellevue, Nebraska, commonly referred to as Olde Towne, as shown on the site plan attached hereto as Exhibit “A” and incorporated herein.
- 1.9 “Redevelopment Promissory Note” or “Note” shall mean any obligation issued by the City in the form of Exhibit “B” attached hereto and incorporated herein by reference, which shall be in the principal amount set forth in such Exhibit (“Redevelopment Loan Proceeds”) and which shall be repaid from and secured by the Excess ad valorem Taxes generated by the real property within the Redevelopment Site.
- 1.9 “Redevelopment Plan” shall mean the Redevelopment Plan for Multi-Family Housing at 400 W. 19th Avenue approved by the City Council of the City of Bellevue on June 21, 2022, by Resolution No. 2022-15.
- 1.10 “Redevelopment Site” shall mean the real property legally described on Exhibit “C”, attached hereto and incorporated herein, and all adjacent public rights-of-way.

SECTION 2. OBLIGATIONS OF THE CITY

The City shall:

- 2.1 execute and deliver to the Owner at closing the Redevelopment Promissory Note in substantially the same form as that which is attached hereto as Exhibit "B".
- 2.2 grant Redevelopment Loan Proceeds for TIF eligible expenses, including any public improvements, to the Owner in an amount not to exceed \$4,028,917.00, plus accrued interest at the rate of 4.50% per annum.
- 2.3 establish a special fund, as required under Section 18-2147(b) of the Nebraska Revised Statutes, for the Excess ad valorem Taxes, if any, generated by the Redevelopment Project and the Redevelopment Site, which shall be allocated to and, when collected, paid into this special fund, and shall be used for no other purpose than to pay debt retirement principal and interest as required by the Redevelopment Promissory Note. Interest on monies in the special fund shall accrue first to debt retirement interest and then to principal.
- 2.4 ensure that prior to expenditure or disbursement of Redevelopment Loan Proceeds, the following shall be obtained, to wit:
 - 2.4.1 Owner shall provide the Director with evidence, acceptable to the Director, in their sole discretion, that sufficient private funds have been committed to complete the Redevelopment Project.
 - 2.4.2 Owner shall provide evidence of, and maintain, adequate performance and labor materials bonds during the period of construction of the project. The City shall be specified as a co-obligee.
- 2.5 make payments, as required by this Redevelopment Agreement and the Redevelopment Promissory Note, of the Excess ad valorem Taxes held in the special fund called for in Section 2.3 above. All Excess ad valorem Taxes shall be allocated, and when collected, paid into the special fund for a period not to exceed fifteen (15) calendar years after the Division Date. Under no circumstance shall the Owner receive payments from the special fund for more than fifteen (15) years of Excess ad valorem Taxes (i.e. thirty (30) semi-annual installments) after the Division Date or after such time as the Redevelopment Promissory Note has been paid in full.

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

- 2.6 grant the entire amount of the Redevelopment Loan proceeds to the Owner for costs of improving and redeveloping the Redevelopment Site, as allowed by law, including, but not limited to, those estimated eligible costs set forth on Exhibit "D", attached hereto, within the Redevelopment Area. Expenses identified on Exhibit "D" are a reasonably accurate estimate of the eligible expenses for the Redevelopment Project.

SECTION 3. OBLIGATIONS OF THE OWNER

The Owner shall:

- 3.1 complete the Redevelopment Project on or before January 1, 2027.
- 3.2 cause all real estate taxes and assessments levied on the Redevelopment Site and Redevelopment Project to be paid prior to the time such become delinquent.
- 3.3 loan redevelopment funds to the City in the principal amount of \$4,028,917.00, plus accrued interest, as set forth in Section 2.2, which, when combined with other private funds available, will be sufficient to construct the Redevelopment Project. Execution and delivery of the Redevelopment Promissory Note shall be at closing, which shall be as soon as reasonably possible after execution of this Agreement but not more than 60 days thereafter. At closing, the loan to be accomplished by this Section and the obligation of the City to use the Redevelopment Loan Proceeds for redevelopment purposes under Section 2.2 may be accomplished by offset so that the Owner retains the Redevelopment Loan Proceeds. If the City so requests, the Owner shall, from time-to-time, furnish the City with satisfactory evidence as to the use and application of the Redevelopment Loan Proceeds.
 - 3.3.1 Such loan funds shall be disbursed as provided in Section 2.
 - 3.3.2 Such loan shall bear a 4.50% interest rate.
 - 3.3.3 The principal shall be repaid by the City from the special fund established pursuant to Section 2.3 to collect and hold Excess ad valorem Taxes, pursuant to the Redevelopment Plan and Section 18-2147 of the Nebraska Revised Statutes, as they become collected in such fund and available to the City for such use. To the extent such excess ad valorem taxes are insufficient or unavailable to the City, the loan shall be forgiven and the obligations of the Owner shall remain unaffected.
- 3.4 provide the City with quarterly progress reports during the construction of the Redevelopment Project and allow the City reasonable access, upon written request to Owner, to any relevant financial records pertaining to the Redevelopment Project.
- 3.5 during the period that the Redevelopment Promissory Note is outstanding:
 - 3.5.1 not protest for a reduction in the real estate improvement valuation on the Redevelopment Site certified as of January 1, 2022 (Base Year) or less prior to and during construction; and not protest for a reduction in the real estate improvement base valuation on the Redevelopment Site certified as of January 1, 2021 (Base Year) **plus \$20,000,000 (excess valuation)** or less after substantial completion or occupancy of the Redevelopment Project. **The covenant agreed to herein is for the benefit of, and binding upon, both the City and the Owner and any successors and assigns, but all parties acknowledge that the excess valuation agreed**

to herein is not binding on the Sarpy County Assessor and that any partial or full valuation designated by the Sarpy County Assessor may not be an amount sufficient to produce Excess ad valorem Taxes necessary on an annual basis to amortize the Redevelopment Promissory Note. Notwithstanding the foregoing, the City acknowledges and agrees that in the event that the property tax valuations for the Redevelopment Site are reduced below the base valuation amount specified in this Section 3.5.1, the Parties agree to utilize the reduced base level as the "base level" for purposes of calculating the Excess ad valorem Taxes, and the amount of the TIF Financing available to the Owner may be increased accordingly;

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

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

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

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

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

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

- 3.6 shall provide the City of Bellevue Finance Department with an executed copy of the Redevelopment Promissory Note prior to disbursement of any proceeds for repayment of such Note pursuant to Section 2.5, so that such payment can be noted on the Note and the Note returned to Owner.
- 3.7 the Owner shall provide the City with a penal bond as may be required by Section 18-2151 of the Community Redevelopment Law. A reasonably sufficient payment and performance bond from the Owner's general contractor or contractors will satisfy this requirement.
- 3.8 install and construct all of the public infrastructure improvements related to the Redevelopment Project approved by the City Council of the City of Bellevue on June 21, 2022, by Resolution No. 2022-15, in coordination with the Owner's development team, the City of Bellevue Planning Department – Urban Design, and the City of Bellevue Public Works Department as referenced in the Redevelopment Plan, and as subsequently modified to comply with City of Bellevue requirements.

SECTION 4. PROVISIONS OF THE AGREEMENT

- 4.1 Non-discrimination. The Owner shall not, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, political or religious opinions, affiliations or national origin.
- 4.2 Captions. Captions used in this Agreement are for convenience and are not used in the construction of this Agreement.
- 4.3 Applicable Law. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.
- 4.4 Interest to the City. No elected official or any officer or employee of the City of Bellevue shall have a financial interest, direct or indirect, in any City of Bellevue Agreement. Any violation of this section with the knowledge of the person or corporation contracting with the City of Bellevue shall render the Agreement voidable by the Mayor or Council.
- 4.5 Merger. This Agreement shall not be merged into any other oral or written Agreement, lease or deed of any type.
- 4.6 Administrative Amendments. The parties hereto recognize that certain administrative amendments may need to be made to this Agreement in order to carry out the intent of this Agreement and the Redevelopment Plan. The parties hereto recognize that any such minor amendments to this Agreement negotiated and executed by the parties' respective representatives, other than those defined in §18-2117 of the Community Redevelopment Law, shall be considered and treated as administrative in nature and not as a legislative amendment to this

Agreement or the Redevelopment Plan. However, amendments of the following types shall be referred to the City Council for approval:

- (1) Those that materially alter or reduce existing areas or structures otherwise available for public use or access;
- (2) Those that require the expenditure of \$75,000.00 or more of City funds above the levels contained in this Agreement;
- (3) Those that increase City loans, bonded indebtedness, deferred payments of any types, or other financial obligations above the levels contained in this Agreement; and
- (4) Those otherwise considered major or material in the reasonable discretion of the City.

4.7 Modification. This Agreement contains the entire agreement of the parties. No representations were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms herein unless done in writing and signed by an authorized officer of the respective parties.

4.8 Assignment. The Owner may not assign its rights under this Agreement without the express prior written consent of the City; such consent not to be unreasonably withheld. The Mayor may, without City Council approval, approve, in writing, the assignment of all rights hereunder to a successor entity owned by, or under common control with Owner.

4.9 Strict Compliance. All provisions of this Agreement and each and every document that shall be attached shall be strictly complied with as written, and no substitution or change shall be made except upon written direction from authorized representatives of the parties.

4.10 Binding Effect. This Agreement shall be binding upon the Owner's successors and assigns, and shall run with the land described in Exhibit "C", attached hereto, to the benefit of the City of Bellevue.

SECTION 5. AUTHORIZED REPRESENTATIVE

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

- (1) City of Bellevue:
Tammi Palm, Planning Director
City Planning Department
1510 Wall Street
Bellevue, NE 68005
Legal Service, c/o City Clerk
1500 Wall Street
Bellevue, NE 68005

- (2) Owner:
Elevate Lofts, LLC
C/O Andrew Panebianco
1910 South 44th St Suite 101
Omaha, NE 68105

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

Executed this ____ day of _____, 20__.

ATTEST:

CITY OF BELLEVUE, NEBRASKA:

CITY CLERK OF THE CITY OF BELLEVUE

MAYOR OF THE CITY OF BELLEVUE

APPROVED AS TO FORM:

CITY ATTORNEY

Executed this ____ day of _____, 20__.

OWNER:

Elevate Lofts , LLC, a Nebraska
limited liability company,

By: _____

Name: _____

Title: _____

STATE OF NEBRASKA)
)ss.
COUNTY OF SARPY)

_____ acknowledged the foregoing Redevelopment Agreement
before me this ____ day of _____, 20__.

Notary Public, State of Nebraska

EXHIBIT "A"
SITE PLAN

EXHIBIT "B"

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

REDEVELOPMENT PROMISSORY NOTE

\$4,028,917.00 _____, 202_

FOR VALUE RECEIVED, the undersigned Borrower promises to pay to Elevate Lofts, LLC, whose address is 1910 South 44th St Suite 101, Omaha, NE 68105, and/or its assigns ("Holder"), the principal sum of Four Million Twenty-Eight Thousand Nine Hundred Seventeen and No/100th (\$4,028,917.00) Dollars, together with interest thereon at the rate of Four and 75/100ths percent (4.75%) per annum from the date of the execution of this Note until paid in full. The principal balance and interest thereon shall be due and payable to the holder of said Redevelopment Promissory Note as and at such time as any excess ad valorem taxes generated by the Redevelopment Project as set forth in that certain Redevelopment Agreement dated _____, 2022, by and between the Borrower and Holder (as revised, the "Redevelopment Agreement") are collected by the City of Bellevue, Nebraska, and available for the retirement of this debt. All payments shall be applied first to interest and then to the principal sum of this Note.

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

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

In the event the monies collected and held in that special fund established under Section 18-2147 of the Nebraska Revised Statutes and pursuant to the Redevelopment Agreement are insufficient to pay in full all amounts due and owing at a date fifteen (15) years from January 1, 2023, and all excess ad valorem taxes generated by the Redevelopment Project, as set forth in the Redevelopment Agreement, have been collected by the City of Bellevue, Nebraska, and have been paid, immediately upon being available, towards the retirement of the amounts due hereunder, then, at said date fifteen (15) years from January 1, 2023, the Holder shall waive any unpaid portion of the principal and interest due upon written request of the City of Bellevue, Nebraska.

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

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

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

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

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

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

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

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

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

By: _____
Mayor of the City of Bellevue

ATTEST:

APPROVED AS TO FORM:

City Clerk of the City of Bellevue

City Attorney

EXHIBIT "C"
REDEVELOPMENT SITE

Lot 1, College Apartments Addition, an addition in the City of Bellevue, Sarpy County, Nebraska, together with the adjacent public right-of-way of Lawre Circle.

Parcel Number: 011180900

EXHIBIT "D"
TIF ELIGIBLE EXPENSES

Item	Cost
Acquisition Cost	\$780,000.00
Architectural/Engineering	\$750,000
Demolition	\$1,363,500
Site Work/Grading/Special Foundations	\$874,650
Site Utilities and Public Infrastructure	\$983,450
TOTAL	\$4,751,600.00

Nov 3rd, 2023

Administration

- NC3 bi-weekly project meeting.
- Meeting with Bellevue Food Pantry and ENCAP regarding facility.
- Meeting with developer to discuss potential sites and zoning required.
- Met with HDR and BU to review BU project at Haworth Park.
- Master Plan discussion and design build meeting for NC3 project.
- United Cities meeting to discuss upcoming legislative session.
- Meeting with CBRE for Longo building tenant acquisition.
- Meeting with MUD officials for water main extension project.
- Grow Sarpy meeting.
- Inland Port Authority meeting.
- Bridge commission meeting to discuss interlocal agreement and future disposition of bridge.
- Met with developer for Cornhusker Pointe.
- Wastewater Agency meetings.
- Update on Nebraska Good life District.
- Annexation discussions.
- Meeting with Mile High Investments regarding future development.
- Met with County, HDR and internal staff for future Platteview Rd development.
- Code Enforcement hearings.
- Meeting with MCC and future relocation of Marine unit.
- Health Insurance meeting.

Public Works

(See Attached)

Permits:

- 719 inspections performed
- 18 new permits for single-family residential dwellings

Planning:

- Kicked off the Comprehensive Plan Update/Long Range Transportation Plan with our first Technical Committee meeting
- Met with Sarpy County regarding traffic improvements at 48th Street/Capehart Road
- Met with Sarpy County regarding the Platteview Road Corridor planning
- Participated in the Steering Committee for the Southeast Sarpy County Long Range Transportation Plan

Code Enforcement

Calls – 382

Notices – 93

Zoning – 7

Clean Ups – 6

Tree Removal – 0

First-Class Notices – 4

Officer Initiated – 71

Towed Vehicles – 4

Red Tags – 4

Police

- 10/02 – Nebraska Highway Traffic Safety Meeting
- 10/03 – City Council Meeting
- 10/04 – Dr. Biskup coordination – officers health
- 10/12 – International Association of Chiefs of Police Conference
- 10/24 – SDLEA Board Meeting
- 10/25 – Planning Commission Meeting
- 10/26 – Mayoral Forum

CITY OF BELLEVUE
ADMINISTRATION REPORT

Library

- The library now has two kits on dyslexia for checkout, with resources in each kit for both kids and parents. One kit focuses on the age group of 4-8 years, while the second focuses on older children 8-12 years. Children's Librarian Michelle Bullock put the kits together, selecting books, DVDs, and resource materials. The kits include handouts which can be copied and have information from the International Dyslexia Association. The idea for the kits came from a parent who saw them at another library while traveling and shared some of the materials with Bellevue Public Library.
- The Bellevue Public Library has received 10 copies of *Great Plains Bison* by Dan O'Brien from Nebraska Public Media for a book club kit. The kit was produced to explore the themes of conservation, restoration, and respect inspired by Ken Burns' PBS documentary, *The American Buffalo*. In addition to the books, resource materials include a discussion guide, special bookmarks, and information linking to the *Seed Warriors* documentary about a group of seed keepers who are trying to keep some sovereignty over their food system in their ancestral homelands of Nebraska. This film was produced in conjunction with Nebraska Public Media. Bellevue is one of only five individual libraries receiving the kit, while others have been shared with the five regional library systems. Kristine Woods in the Adult department coordinated this effort.
- Students under the instruction of Piper Porras in the Spanish 4 classes at Bellevue East High School presented Storytimes on Thursday, Oct. 12, at 9:30 and 1:30 p.m. The Spanish Storytimes will repeat on Nov. 1 and Dec. 1. Brandi Kanawyer, Assistant Children's Librarian, helped coordinate this.
- Heidi Bush from Sing Omaha applied for, and received, a grant through the Nebraska Arts Council to present an early literacy program at the Bellevue Public Library through October and November. This program is called Music & Movement with Sing Omaha and is being presented on Wednesdays. These sessions have been a hit, and the Children's staff are exploring the possibilities of additional grants to carry them over into some portion of the new year.
- The library now has a new, digital way for patrons to access most "Leisure Passes" (Lauritzen Gardens, Durham Museum, Fontenelle Forest, Children's Museum). Using software called TixKeeper, patrons can find a reservation calendar for these passes on the library's website. Patrons can make reservations and print their passes or copy it to their mobile device to show at the site. This should allow the passes to be used more frequently and prevent any overdue passes.
- The Bellevue Public Library Advisory Board met for their regular monthly meeting on Wednesday, Oct. 18. Among other items, the Board welcomed Anne Moore as a new member. She is filling the unexpired term of Barbara Van Wassenhoven until June 30, 2026.
- **Fire (See Attached)**

Current Fiscal Year 2023-2024 Financials

The month ending October 2023 (preliminary) shows an overall favorable variance to budget and favorable spending versus the prior year. We expect to meet the overall budget for fiscal year 2024. Here is the forecasted performance year-to-date and through the end of the year:

City-Wide Financial Forecast- For the Year Ending September 30, 2024 (Preliminary)

	Year-To-Date October 2023			Full Year Forecast		
	Preliminary	Better / (Worse) Than Budget	Better / (Worse) Than Prior Year Actual	FYE 2024 Forecast	FYE 2024 Budget	Better / (Worse) Than Budget
Revenues						
Property Taxes	391,663	0	(78,966)	37,255,139	37,255,139	0
Sales Taxes	1,579,832	71,041	63,866	18,105,500	18,105,500	0
Occupation/Business Taxes	284,798	165,995	(154,583)	1,605,133	1,605,133	0
Other Revenues Including	3,715,437	(923,124)	475,127	95,664,320	95,664,320	0
Bond Proceeds						
Total Revenues	<u>5,971,730</u>	<u>(686,088)</u>	<u>305,444</u>	<u>152,630,092</u>	<u>152,630,092</u>	<u>0</u>
Expenditures						
Personnel	3,488,533	(145,807)	116,086	44,358,694	44,358,694	0
Department Expenditures	976,761	2,828,499	2,774,956	28,174,203	28,174,203	0
Capital Expenditures	50,407	(50,407)	(26,416)	72,574,000	72,574,000	0
Other Expenditures Including	1,335,356	(4,316)	(339,457)	10,523,195	10,523,195	0
Bond Expenditures						
Total Expenditures	<u>5,851,057</u>	<u>2,627,969</u>	<u>2,525,169</u>	<u>155,630,092</u>	<u>155,630,092</u>	<u>0</u>
Net Revenues	120,673	1,941,881	2,830,613	(3,000,000)	(3,000,000)	0

Prior Fiscal Year 2022-2023 Financials

The fiscal year ended September 2023 (preliminary/unaudited) shows an overall favorable variance to budget and favorable spending versus the prior year. The large favorable variance in expenditures is due to underspending on capital projects/capital projects not initiated. The unfavorable variance in revenues is from the lack of bonding proceeds, mostly due to capital projects underspending. Here are the preliminary year end numbers:

City-Wide Financial Forecast- For the Year Ending September 30, 2023 (Preliminary/Unaudited)

	Year-To-Date September 2023			Full Year	
	Preliminary	Better / (Worse) Than Budget	Better / (Worse) Than Prior Year Actual	FYE 2023 Budget	Better / (Worse) Than Budget
Revenues					
Property Taxes	33,680,080	67,111	3,159,885	33,612,969	67,111
Sales Taxes	17,463,015	100,515	479,504	17,362,500	100,515
Occupation/Business Taxes	1,845,150	177,017	(38,800)	1,668,133	177,017
Other Revenues	<u>38,546,414</u>	<u>(15,298,345)</u>	<u>(13,550,985)</u>	<u>53,844,759</u>	<u>(15,298,345)</u>
Total Revenues	<u>91,534,659</u>	<u>(14,953,702)</u>	<u>(9,950,396)</u>	<u>106,488,361</u>	<u>(14,953,702)</u>
Expenditures					
Personnel	40,757,684	1,734,336	(3,779,577)	42,492,020	1,734,336
Department Expenditures	27,066,969	(684,875)	(3,934,282)	26,382,094	(684,875)
Capital Expenditures	15,123,434	15,093,166	8,383,253	30,216,600	15,093,166
Other Expenditures	<u>9,398,598</u>	<u>999,049</u>	<u>8,821,940</u>	<u>10,397,647</u>	<u>999,049</u>
Total Expenditures	<u>92,346,685</u>	<u>17,141,676</u>	<u>9,491,334</u>	<u>109,488,361</u>	<u>17,141,676</u>
Net Revenues	(812,026)	2,187,974	(459,062)	(3,000,000)	2,187,974

Summary of COVID-Related Grant Receipts and Spending:

<u>Program</u>	<u>Received</u>	<u>Spent</u>	<u>Remaining</u>
CDBG COVID-19 COB ENCAP Food Pantry Expansion \$46,592	\$ 46,592.00	\$ (46,592.00)	\$ -
CDBG COVID-19 COB Homeless Prevention \$20k	\$ 20,000.00	\$ (20,000.00)	\$ -
CDBG COVID-19 COB HSF COVID Prevention Proj \$200k	\$ 121,150.00	\$ (121,150.00)	\$ -
CDBG COVID-19 COB Program Admin \$15,000	\$ 15,000.00	\$ (15,563.48)	\$ (563.48)
Note: Amount spent but not reimbursed due to maximum \$15,000.00.			
2021 ARPA Lib Form Grant-use by 6/2022	\$ 18,475.00	\$ (18,475.00)	\$ -
COVID-19 Emergency Protective Measures CFDA 97.036	\$ 457,498.14	\$ (457,498.14)	\$ -
CARES ACT FUNDING (CRF)	\$ 3,661,034.32	\$ (3,661,034.32)	\$ -
Pandemic Leave - COVID-19 - Coronavirus Tax Relief IRS	\$ 27,822.24	\$ (27,822.24)	\$ -
CARES ACT FUNDING (CRF) - P & I DUDE SOFTWARE	\$ 70,343.05	\$ (70,343.05)	\$ -
Dept of Justice BJA FY20 Covid Relief (CFDA #16-034)	\$ 35,857.00	\$ (35,857.00)	\$ -
Dept of Health and Humans Service - COVID-19 Grant	\$ 32,718.42	\$ (32,718.42)	\$ -
FEMA CFDA #97-036 Receipts	\$ 24,685.95	\$ (24,685.95)	\$ -
State of NE ck # 24801723 - 2020 Cares Act Grant for Library	\$ 4,935.00	\$ (4,935.00)	\$ -
ARPA Funds CSLFRF CFDA 21.027	\$ 8,395,637.00		
ARPA Funds-Broadband Investment		\$ (106,200.00)	
CIPW23(02)-MUD Water Main Extension (WPI1871)		\$ (795,135.73)	\$1,100,000 Design Costs Appropriated by Council
Employee Retention Payments		\$ (892,351.51)	
	\$ 8,395,637.00	\$ (1,793,687.24)	\$ 6,601,949.76
Can be used for Government Purposes such as Public Safety, Water and Sewer Infrastructure. Cannot be used for pension funding.			

Eligible uses:

CIPW24(01)-MUD Water Main Extension	\$ (18,000,000.00)
Public Safety	> \$ (3,000,000.00)
Unified SSWS-EXPANDED FORCE MAIN INTERLOCAL	\$ (3,074,608.87)



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 10/29/2023

A. General Items:

- QA/QI
- Meeting with Papillion Fire and Sarpy 911 on new CAD and AVL
- Scheduling paramedic students for field time with preceptors (just starting for the current class)
- Updating ALS protocol exam to new protocols
- PSS Meeting with medical director this week
- Completed firefighter interviews (45 interviews)
- Updating all EMS SOP's since Vogel is light duty
- Yearly UL ladder testing.
- Yearly UL pump testing

B. Training:

- Attended a NFPA 13 fire sprinkler plan review class.
- CPR training and certification
- Traumatic brain injury training with Dr. Ernest.
- 4 gas meter training.
- New SCBA (self-contained breathing apparatus) training.

C. Inspections:

- Remodel plan review 709 Galvin Rd. S.
- Fire sprinkler plan review 1702 Fairview Rd.
- Fire alarm plan review Up , Up & Away Daycare 11539 S. 36th St.
- Plan review remodel Happy Buddha's 3608 Twin Creek STE 107-108.
- Suppression hood plan review Happy Buddha's 3608 Twin Creek STE 107-108.
- Building plan review New life Church 13904 S.36th St.
- Plan review Cardinal Commons housing addition.
- Remodel plan review 8252 Cedar Island Rd.
- Final inspection 2715 Chandler Rd. West



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D. Calls: September 29th through October 29th

Fire – 109

Rescue - 439

E. Ambulance Billing

September 1-30, 2023

\$ 306,757.53 in claims has been sent to health insurance companies (348 insurance claims)
<\$ 138,040.89> approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$306,757.53)

=====

\$ 168,716.64 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$103,846.16 deposited into the bank September 1-30, 2023

15,052.11 additional revenue in Credit/Debit card payments were received September 1-30,
2023.

\$118,898.27 TOTAL September 1-30, 2023 rescue fee revenue

Statement Billing:

506 statements were mailed to patients for unpaid account balances

These statements totaled \$ 338,159.54

This is money owed the City from patients who have balances on their accounts after their
insurance has paid **OR** patients who are self-pay.



City of Bellevue

Fire Department

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F. Manpower Report Staffing

Staffing Report from 9/25/2023 through 10/1/2023

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	E1	3 Person
Tuesday	PM	E41	3 Person
Wednesday	AM	T21, T31 & E41	3 Person
Wednesday	PM	T21 & E41	3 Person
Thursday	AM	E1, T21, T31 & E41	3 Person
Thursday	PM	E1, T21, T31 & E41	3 Person
Friday	AM	T31 3 Person, E41 Closed	
Friday	PM	E1, T31	3 Person
Saturday	AM	E41 3 Person, E1 Closed	
Saturday	PM	E41 3 Person, E1 Closed	
Sunday	AM	E1, T21	3 Person
Sunday	PM	T21, E41	3 Person

Staffing Report from 10/2/2023 through 10/8/2023

Monday	AM	E41	3 Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E41	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21	3 Person	
Thursday	PM	Full		
Friday	AM	E1, T31 & E41	3 Person	
Friday	PM	E1 & E41	3 Person	
Saturday	AM	E1, T21, T31 & E41	3 Person	
Saturday	PM	E1, T21, T31 & E41	3 Person	
Sunday	AM	E1, T31 & E41	3 Person	No EMS
Sunday	PM	T31 & E41	3 Person	



City of Bellevue Fire Department

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Staffing Report from 10/9/2023 through 10/15/2023

Monday	AM	T21 & E41	3 Person	
Monday	PM	T31	3 Person	
Tuesday	AM	T21 & E41	3 Person	
Tuesday	PM	T21 & E41	3 Person	
Wednesday	AM	E1	3 Person	
Wednesday	PM	E1	3 Person	
Thursday	AM	T31 & E41	3 Person	
Thursday	PM	T21, T31 & E41	3 Person	
Friday	AM	E1, T31 & E41 3 Person, T21 Closed		
Friday	PM	E1, T31 & E41 3 Person, T21 Closed		
Saturday	AM	E1, T21 & E41	3 Person	
Saturday	PM	E1, T21 & E41	3 Person	
Sunday	AM	E1, T21, T31 & E41	3 Person	No EMS
Sunday	PM	E1, T21, T31 & E41	3 Person	No EMS

Staffing Report from 10/16/2023 through 10/22/2023

Monday	AM	E41	3 Person	No EMS
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	T21	3 Person	
Wednesday	PM	Full		
Thursday	AM	E41	3 Person	
Thursday	PM	E1, T21, E41	3 Person	
Friday	AM	T21	3 Person	
Friday	PM	Full		
Saturday	AM	E41 Closed		No EMS
Saturday	PM	E1, T21, T31 & E41	3 Person	
Sunday	AM	E1, T21 & E41	3 Person	
Sunday	PM	Full		



City of Bellevue

Fire Department

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Staffing Report from 10/23/2023 through 10/29/2023

Monday	AM	E1, T21, T31 & E41	3 Person	
Monday	PM	T21, T31 & E41	3 Person	
Tuesday	AM	T21, E41	3 Person	
Tuesday	PM	E41	3 Person	
Wednesday	AM	E1, T21	3 Person	
Wednesday	PM	T21	3 Person	
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E1, T21 & E41	3 Person	
Friday	PM	T21	3 Person	
Saturday	AM	T31 3 Person, E1 Closed		
Saturday	PM	T31 3 Person, E1 Closed		
Sunday	AM	E1, T21, T31 & E41	3 Person	
Sunday	PM	E1, T21	3 Person	



City of Bellevue

Public Works Department

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

Public Works Director's Report October 30, 2023

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Public Works Administration:

- Monitoring Fastwyre Contracts and Permits
- Setting up Inspection Program for City Facilities, as part of the MS4 Program
- Projecting reviewing projects for 2024
- Finalizing 2023 Construction Projects

Engineering:

- Various project management projects
 - CDBG Sidewalks Project is closed out
 - 2023 Concrete Rehab Project is closing out
 - Library Rehab. Project ongoing, anticipate completion in Nov 2024
 - 36th Street Bline to Sheridan, is nearing completion
 - Galvin Road Pedestrian Bridge, is closed out
 - Cedar Island Road Asphalt Overlay, is nearing completion
 - Harlin Drive/Fort Crook Bridge Project is closed out.
- Planning and P&I plan review as needed
- Projecting 2024 Projects and getting Proposals for Engineering work

Parks:

- Starting Winter Programs
- Indoor Recreation Programs are beginning
- Putting away Mowers and beginning Tree Trimming Activity
- Tree Maintenance and Trimming in various parks

Street Maintenance:

- Asphalt patching and concrete cut repairs as needed
- Chandler Road Storm Repair nearly completed
- Grade, rock roads and alleys
- Repairing washouts and ditch repairs
- Street striping and markings





City of Bellevue

Public Works Department

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- Sign and signal repairs
- Cleaning and flushing culverts and storm sewer pipes.
- Reviewing Updated Street Light Agreement with OPPD
- Working with Olsson Associates on Hwy 370 Signal Timing Study

Waste Water:

- Jetting
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections
- Preparing State Reports
- Consultant work
 - CIPP Design Process
 - Quail Creek Lift Station plan review
 - Bluff Street Lift Station plan review
 - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for winter mode

Fleet:

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance
- Annual Maintenance of Snow Equipment

Building Maintenance:

- Monitor Construction work of the new Library
- Typical maintenance all city facilities
- Closing out outdoor work and moving to indoor work