

**Bellevue City Council Meeting +++Amended Agenda+++**

Tuesday, March 15, 2022 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Paul Gardner, First City Church, 1508 John F. Kennedy Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda (*Items marked with an (\*) are approved where this item is, unless otherwise removed*)
    1. (\*) Acknowledge Receipt of the Complete Streets Report.
    2. (\*) Approval of the March 1, 2022 City Council Minutes.
    3. (\*) Acknowledge Receipt of February 8, 2022 Tree Board Minutes.
6. (\*) APPROVAL OF CLAIMS.
7. SPECIAL PRESENTATIONS:
  - a. American Heroes Park Master Plan Update (Public Works Director)
8. ORGANIZATIONAL MATTERS:
  - a. (\*) Approval of the 2022-2023 Budget Task Force (Council President Paul Cook)
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading):
  - a. Ordinance No. 4078: Request to rezone Lot 1, F.J. Fitzgerald's Subdivision Replat 2, from RS-84 and ML to BN for the purpose of a childcare center. Applicant: Maria M. Hernandez. General Location: 2516 Chandler Rd. E. (Planning Manager)
  - b. Ordinance No. 4079: Request to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, BG, and RG-8-PS for the purpose of single-family and multi-family residential development. Applicant: Orchard Valley, Inc. General Location: South 21st Street and Gilmore Lake Road. (Planning Manager)
    1. Request to Preliminary Plat Lots 154 through 196, and Outlots "F" through "J," Spring Ridge.
  - c. Ordinance No. 4080: Request to rezone Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest 1/4 of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RD-60 for the purpose of single-family residential development. Applicant: TKC Chandler, LLC. General Location: W. Chandler Rd. and S. 35th Street. (Planning Manager)
    1. Request to Preliminary Plat Lots 1 through 38, and Outlot A, Chandler Creek.
  - d. Ordinance No. 4081: Request to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East 1/2 of the Southwest 1/4, together with the Northwest 1/4 of the Southeast 1/4; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development. Applicant: Woodsonia Real Estate Inc. General Location: S 54th Street and Hwy 370. (Planning Manager)
    1. Request to Preliminary Plat Lots 1 through 191, and Outlots A through H, Lakewood

West.

12. ORDINANCES FOR PUBLIC HEARING (2nd reading): NONE

13. ORDINANCES FOR INTRODUCTION (1st reading): NONE

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Show Cause Hearing on the proposed Condemnation of the structure(s) at 209 Industrial Drive, Bellevue 68005. (Chief Building Inspector)

1. Resolution No. 2022-08: Condemning the structure(s) located at 209 Industrial Drive, Bellevue 68005.

b. Show Cause Hearing on the proposed Condemnation at 1302 Main Street, Bellevue 68005. (Chief Building Inspector)

1. Resolution No. 2022-09: Condemning the structure(s) located at 1302 Main Street, Bellevue 68005.

15. RESOLUTIONS:

a. Resolution 2022-07: Request to approve the redevelopment plan for Lot 5, Edward Warren Addition, and Tax Lot H2, located in the Southwest 1/4 of Section 16, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska. Applicant: TKC Chandler, LLC. General Location: W. Chandler Road and South 35th Street. (Planning Manager) **(Public Hearing)**

16. CURRENT BUSINESS:

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

b. Approve the recommendation for purchase of real estate property using LB840 Economic Development Funds and authorize the use of said funding for the Purchase Agreement for land located within the Hwy 34 Corridor District. (City Administrator/Community Development Director)

c. Approve and authorize Council President to sign Purchase Agreement for property located on the Northeast Corner of Hwy 75 and Hwy 34 in the City of Bellevue's Extra Territorial Jurisdiction (ETJ) for LB840 purposes. (City Administrator/Community Development Director)

d. Approve and authorize the Council President to sign the Contract with DPS, LLC for the Stonecroft Park Improvements, in an amount not to exceed the base bid of \$181,365.09 and an alternate of \$35,738.80 for a total of \$217,103.89. (Public Works Director)

e. Approve and authorize the Council President to sign the Contract with Creative Sites, LLC for the Faulkland Park Improvement Project, in an amount not to exceed \$119,316.00 plus potential City initiated Change Orders of up to 10% (\$11,931.60). (Public Works Director)

f. Approve and authorize the Council President to sign the agreement between the City of Bellevue and Alfred Benesch & Company in the amount not to exceed \$106,970.00 for Construction Engineering Services for the City of Bellevue's 2022 Concrete Projects. (Public Works Director)

g. Approve and authorize the Council President to sign the agreement between the City of Bellevue and Alfred Benesch & Company in the amount not to exceed \$81,441.00 for Construction Engineering Services for the City of Bellevue's Gregg Road Improvement Project. (Public Works Director)

h. Approve and authorize the Council President to sign Maintenance Agreement No. 5 with Nebraska Department of Transportation (NDOT) for reimbursement in the amount of \$21,859.20. (Public Works Director)

i. Approve and authorize the Council President to sign an Interlocal Cooperation Agreement with Sarpy County to provide animal control services, in a total amount of \$371,134. (2-year contract) (Administration)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current report. **(Monthly reports are given at the first Council meeting of each month - February & March reports will be attached to the April 5th Council packet.)**

18. CLOSED SESSION:

a. +++ Real Estate Purchase and LB840 discussion.

## 19. ADJOURNMENT

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*5b1.  
3/15/2022

COUNCIL MEETING DATE: 03/15/2022	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input checked="" type="checkbox"/>

SUBJECT:

Complete Streets Annual Report

SYNOPSIS/BACKGROUND:

The attached report includes activities undertaken by both city staff and the Citizen Complete Streets Advisory Panel to further advance complete streets principles within the city. Ordinance No. 3921 requires an annual report from the City Administrator to the City Council showing the progress made in implementing complete streets.

FISCAL IMPACT: None 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:

No action is required by the City Council. This report is for informational purposes only.

ATTACHMENTS:

1. Complete Streets Annual Report 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Bjork-Robles*  
*[Signature]*



## ***Bellevue Citizen Complete Streets Advisory Panel (CCSAP) 2021 Report***

As required by the Bellevue Complete Streets Ordinance 3921, this report is made by the CCSAP to be a part of the annual required report.

***Our CCSAP mission:*** To provide that transportation improvements are planned, designed, and constructed to encourage walking, bicycling and transit use while promoting safe and efficient operation for all users.

CCSAP Accomplishments for 2021 include:

- Conducted CCSAP work meetings (through the pandemic) with recorded minutes. Available minutes are attached.
  - Compiled and submitted the 2021 CCSAP Report to the City Council.
  - Researched complete streets policies locally as well as nationwide.
  - Attended Heartland 2050 meetings
  - Communicated with city staff regarding Smart Growth America, Goal Zero, Smart Cities, Smart Grid, and the American Public Transportation Association.
  - Attended Smart Cities planning and working meetings
  - Attended MAPA Board meetings
  - Worked on integrating biking and walking into the city's 2021 Comprehensive Plan update, along with various other city projects
  - Assisted with B Cycle implementation and funding
  - Researched trends nationally and internationally regarding biking, walking, city design, electric biking, Walk America, and complete streets.
- CCSAP members performed 154 hours of professional service:
- Total year contribution of labor is \$4,395
  - Total cumulative contributions value is \$54,037

### **CCSAP volunteers:**

John Perrin  
Leland Jacobson  
Lisa Pietsch  
Stephanie Hanson

### **Supported by:**

Tammi Palm, Land Use Planner  
Dean Dunn, Public Works Engineering Manager  
Angela Curry, Assistant Planning Manager

In accordance with Ordinance No. 3921, the City Administrator is required to provide the City Council with an annual report showing the progress made in implementing complete streets. During 2021, Complete Streets activities were conducted by city staff (Planning and Public Works Departments) and the Citizens Complete Streets Advisory Panel.

City staff activities conducted to further the Complete Streets program include:

- Staff attendance at Citizens Complete Streets Advisory Panel meetings
- Participation in various MAPA committees including the Coordinated Transit Committee and others
- Continued work on the design and construction of 36<sup>th</sup> Street improvements. Phase 1 of the project will add a sidewalk and trail along 36<sup>th</sup> Street from Blaine Ave. to Blackhawk Dr. Phase 1 construction began in October 2020 and is scheduled to be complete by the end of 2022. Phase 2 of the project will add sidewalk and trail along 36<sup>th</sup> Street from Blackhawk Dr. to Platteview Rd. Phase 2 design is approximately 90% complete and construction is anticipated to begin in 2023.
- Completed design of improvements to Gregg Road east of 25<sup>th</sup> Street. The project will include construction of sidewalk along the south side of Gregg Road from 25<sup>th</sup> Street to 21<sup>st</sup> Street. Construction is scheduled to be completed in 2022.
- Continued design for Capehart Road improvements, which will include completion of trail and sidewalk between 25<sup>th</sup> Street and 36<sup>th</sup> Street.
- Membership on the MAPA Transportation Technical Advisory Committee and attendance at monthly meetings
- Lion's Gate Subdivision – Construction is continuing. General obligation sidewalks and ADA curb ramps were constructed in 2021.
- Cedar Grove Subdivision – Trail along the south side of Birchwood Drive from 48<sup>th</sup> Street to 51<sup>st</sup> Street was constructed in 2021, in addition to numerous ADA curb ramps throughout the subdivision.
- Falcon Pointe Subdivision – Construction is continuing. Sidewalks and trails in Falcon Pointe's park were constructed in 2021.
- Belle Lago – Construction is continuing. Development of the multi-family portion of the subdivision is anticipated in 2022, including construction of trail along 48<sup>th</sup> Street from Lawnwood Drive to Capehart Road.
- Belle Lago South - Preliminary plat includes trail connection to Clearwater Falls, as well as trails throughout the subdivision which provide connections to future projects. Trail plans are currently under review and are expected to be constructed in 2022.
- Constructed 111 ADA curb ramps during the annual overlay and concrete projects.
- The Street Department constructed 10 ADA curb ramps as part of their routine maintenance work.
- Attended sessions at a statewide planning conference regarding complete streets and connectivity in cities.
- Attended meetings of the MAPA Transportation Safety Workshop.

In 2022, it is the intent of City staff to continue working with the Citizen Complete Streets Advisory Panel and others involved in transit planning to implement complete streets principles wherever possible, including road improvement projects and new subdivisions.

Ordinance No. 3921 includes performance measurements to judge the effectiveness of the Complete Streets program. These measurements include:

- The miles of bicycle routes created – no new routes were signed in 2021; however, this is an on-going project and new routes will be signed as determined by the CCSAP and City staff.
- New linear feet of pedestrian accommodation – As infrastructure improvements continue in Fairview South 2, Hyda Hills 2, Liberty Phases I and II, Spring Ridge, Lion’s Gate, Belle Lago, Belle Lago South, Falcon Pointe, Alta Collina, and Cedar Grove Phase II, new sidewalks will be installed on all streets.
- Increase in use of public transportation, bicycling, and walking - The total monthly ridership statistics for Omaha Metro are attached. Metro saw an overall decline on their Express riderships through 2021 and the COVID-19 pandemic; however, there were some monthly increases during 2021 for Bellevue’s Express route. Staff will continue to meet with Metro and monitor the performance of the Bellevue Express route.

A new B Cycle station was constructed in July 2021 at the Twincreek Trail Head near 36<sup>th</sup> Street and Raynor Parkway. Data from July 2021-December 2021 shows the Bellevue bike share station was Heartland Bike Share’s 6<sup>th</sup> busiest station out of 80 stations throughout the Omaha metro. It had 760 trips during this timeframe, which is approximately 4.2 checkouts per day. Also, the Bellevue bike share station reported the 4<sup>th</sup> busiest trip route. The average trip was 55 minutes and 7.6 miles. Data from Heartland bike share

- The increased efficiency of traffic flow using sophisticated traffic control devices, turn lanes, traffic circles, and the leveling or decrease of transportation-related accidents – the Public Works Department continues to monitor signal timing and traffic flow at the busy intersections of 25<sup>th</sup> St./Highway 370, 36<sup>th</sup> St./Highway 370, and 15<sup>th</sup> St./Cornhusker Rd., and adjusts as needed. As new subdivisions are developed, roundabouts are being utilized as traffic calming measures as well as to promote traffic efficiency.
- The miles of connection added between trails - the Lion’s Gate, Falcon Pointe, and Belle Lago subdivisions are installing approximately three-quarters of a mile of trails along the

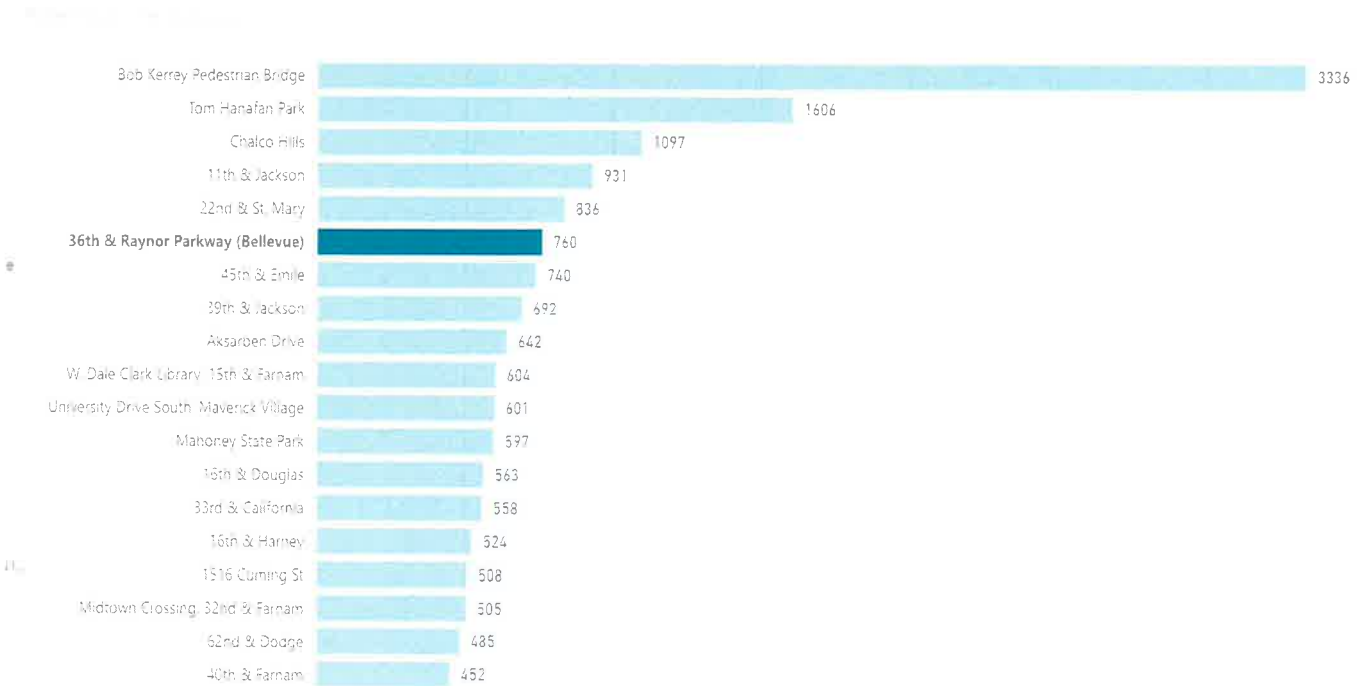
South 48<sup>th</sup> Street corridor as part of their infrastructure. These trails will connect with the existing South 48<sup>th</sup> Street trail, adjacent to the Cedar Grove subdivision. Additional trails have been approved as part of the Belle Lago South subdivision, which will connect with the Clearwater Falls trail. The 36<sup>th</sup> Street project currently under construction from Blaine Avenue to Blackhawk drive includes approximately 2 miles of trails.

# Bellevue B Cycle 2021 Data

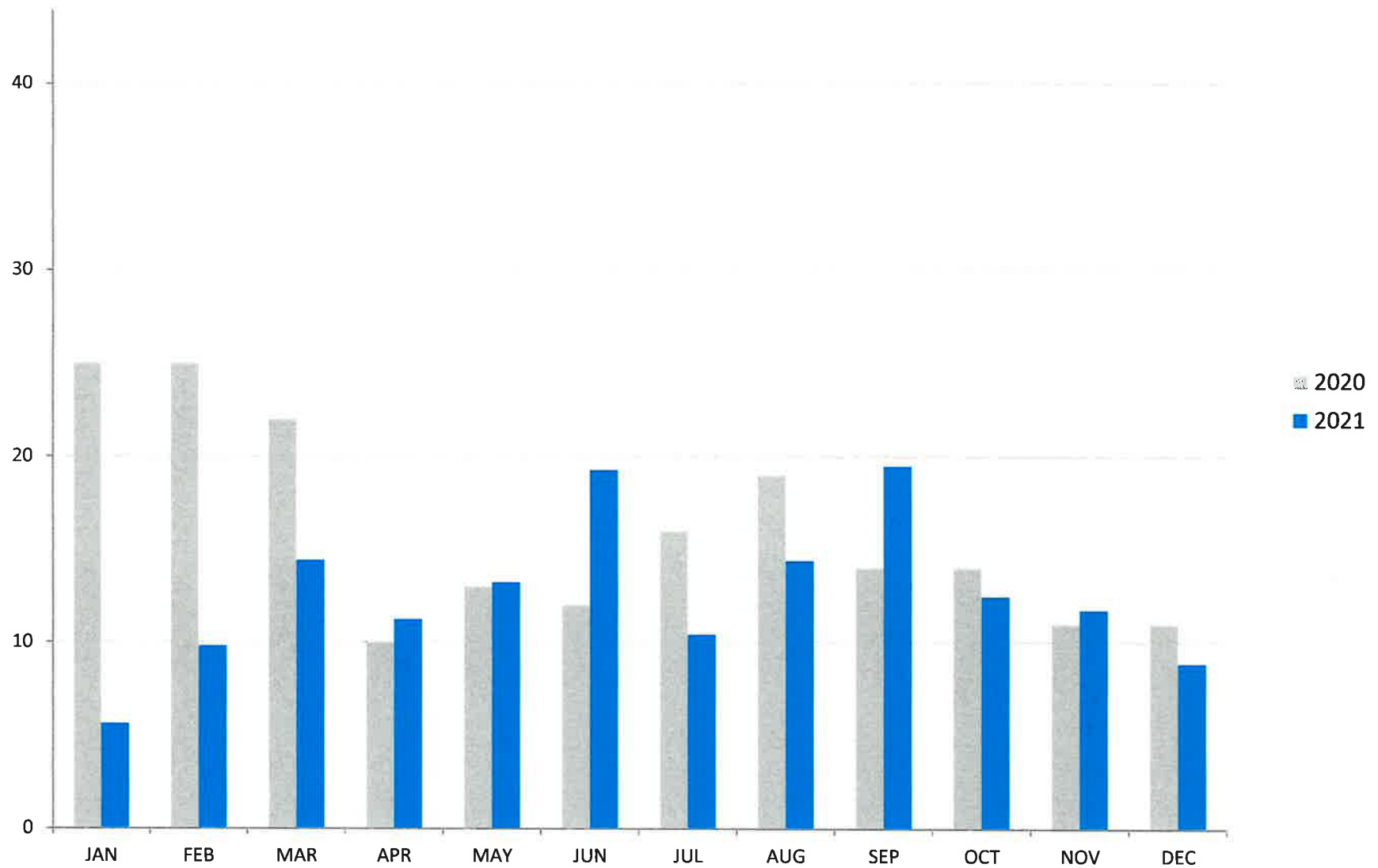
## Top 50 Kiosk Trip Routes

Heartland B-cycle  
2021-07-01 - 2021-12-31

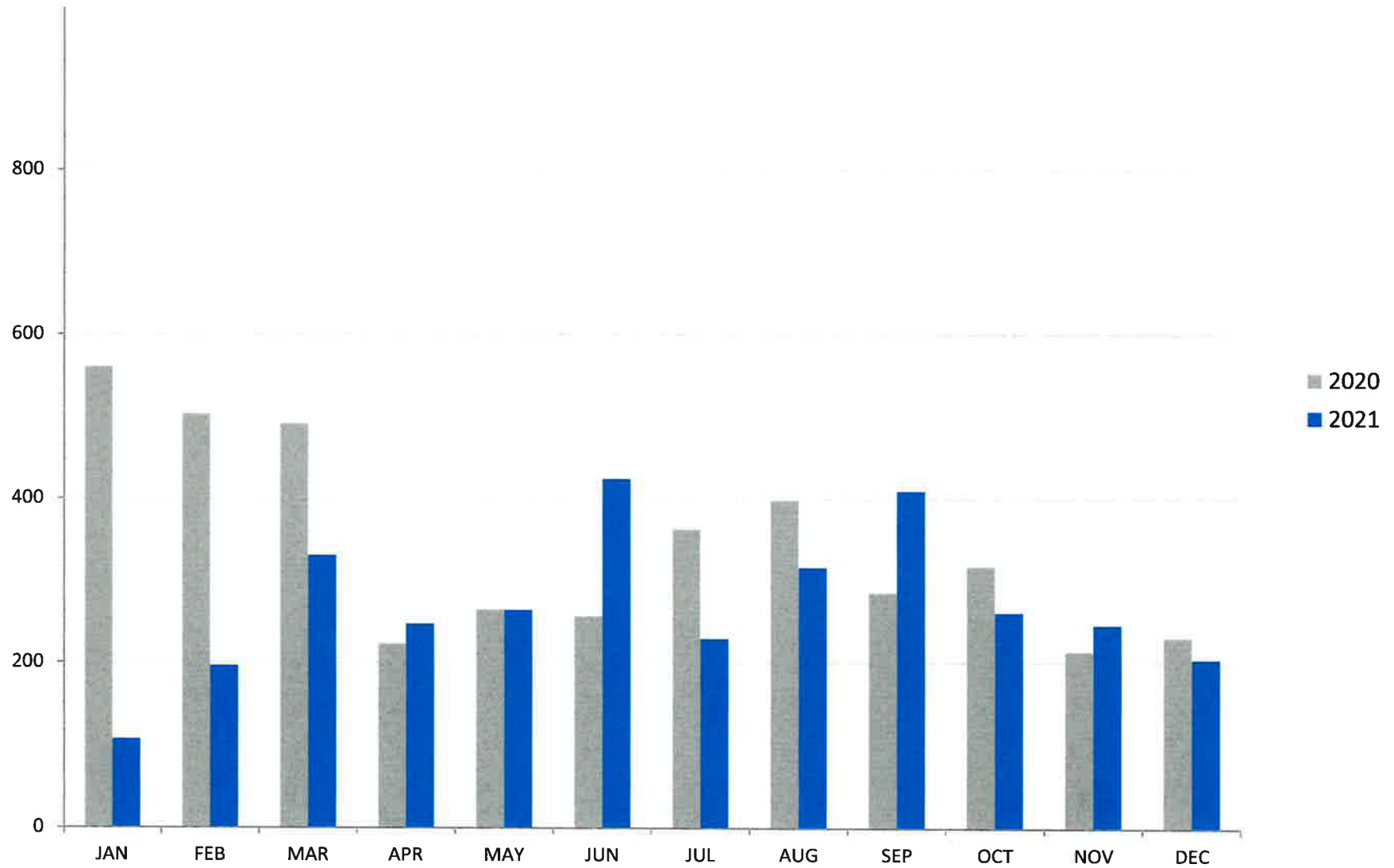
Row	Checkout Kiosk Name	Return Kiosk Name	Trip Count	Total Duration (Minutes)	Avg Duration	Total Distance (Miles)	Avg Distance
1	Bob Kerrey Pedestrian Bridge	Bob Kerrey Pedestrian Bridge	2,557	117,675	46	16,553	6.5
2	Chalco Hills	Chalco Hills	1,109	47,901	43	7,114	6.4
3	Tom Hanafan Park	Tom Hanafan Park	740	31,603	43	4,456	6
4	36th & Raynor Parkway (Bellevue)	36th & Raynor Parkway (Bellevue)	682	37,810	55	5,158	7.6
5	Mahoney State Park	Mahoney State Park	594	28,239	48	3,765	6.3
6	39th & Jackson	45th & Emile	520	2,040	4	329	.6
7	Tom Hanafan Park	Bob Kerrey Pedestrian Bridge	454	16,444	36	2,391	5.3
8	Wabash Trace	Wabash Trace	400	27,923	70	3,782	9.5
9	45th & Emile	39th & Jackson	387	2,150	6	280	.7
10	Aksarben Drive	Aksarben Drive	384	19,004	49	2,798	7.3



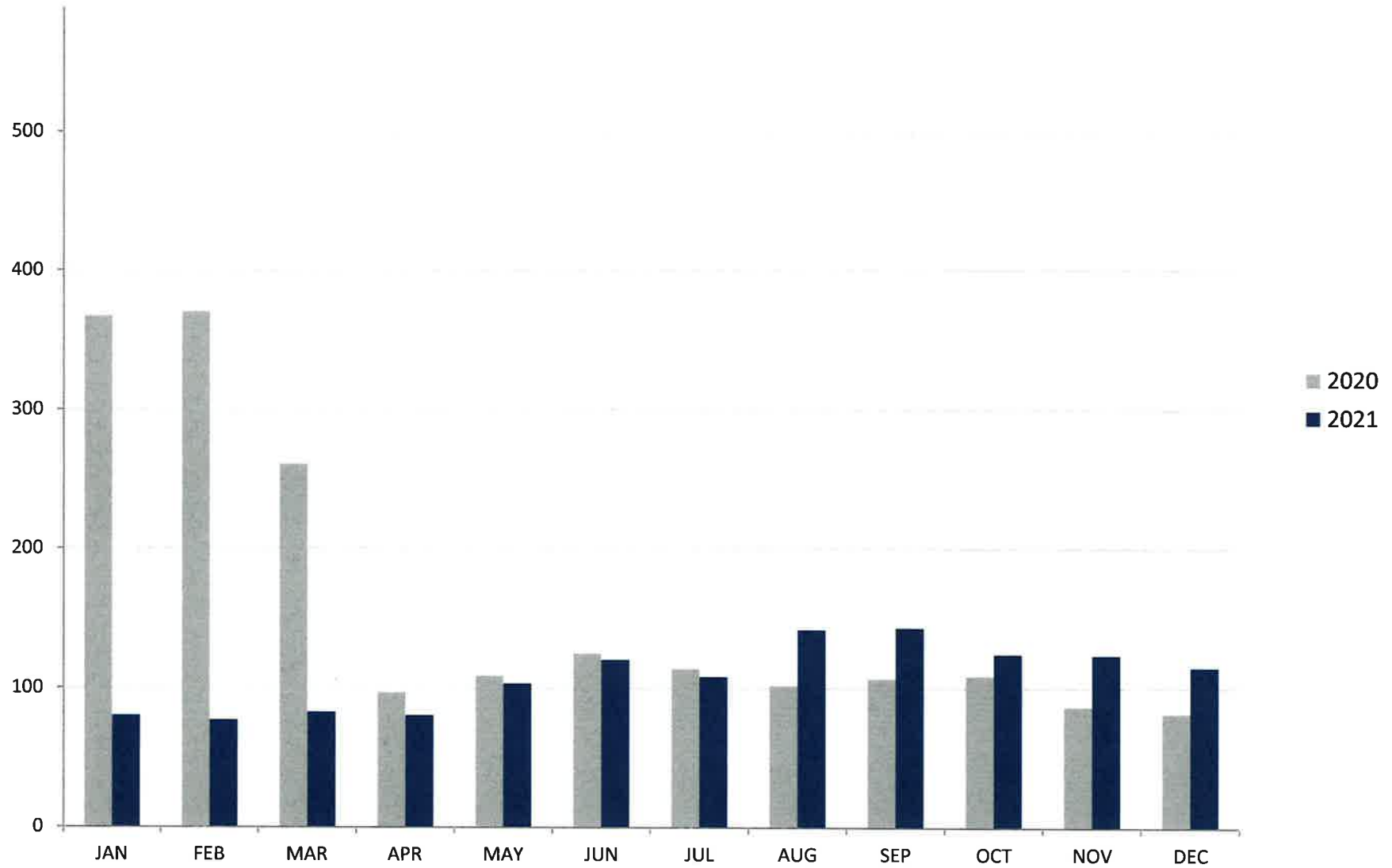
## Bellevue Express - Average Weekday Ridership



## Bellevue Express - Total Monthly Ridership



## All Express Routes - Average Weekday Ridership



95 Express Avg Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2020	25	25	22	10	13	12	16	19	14	14	11	11	192
2021	6	10	14	11	13	19	10	14	19	12	12	9	150.7842
% Change	-77.5%	-60.8%	-34.6%	12.3%	1.5%	60.6%	-34.9%	-24.4%	39.1%	-11.2%	6.5%	-19.4%	-21.5%

95 Express Total Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2020	560	503	491	223	265	257	363	398	286	318	214	231	4,109
2021	107	196	331	247	264	424	229	316	409	261	246	204	3,234
% Change	-80.9%	-61.0%	-32.6%	10.8%	-0.4%	65.0%	-36.9%	-20.6%	43.0%	-17.9%	15.0%	-11.7%	-21.3%

All Express Avg Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2020	367	370	261	97	109	125	114	102	107	109	87	82	1,930
2021	80	77	83	80	103	120	108	142	143	124	124	115	1,300
% Change	-78.1%	-79.2%	-68.3%	-17.2%	-5.3%	-3.6%	-5.0%	39.0%	33.7%	14.1%	42.1%	40.2%	-32.6%

2020 WD count	22	20	22	22	20	22	23	21	21	22	20	22
2021 WD count	19	20	23	22	20	22	22	22	21	21	21	23
Total Express	1524	1540	1905	1767	2065	2650	2382	3120	3005	2611	2597	2644

## **CCSAP Meeting Minutes March 1, 2021**

The Citizen Complete Streets Advisory Panel held a virtual meeting on Monday March 1, 2020 at 11:00 a.m. Present were members Leland Jacobson and John Perrin. Tammi Palm, Planning Manager, Angela Curry, Assistant Planning Manager, and Dean Dunn, Engineering Manager, were also present.

Tammi indicated she was putting together the annual CCSAP report for City Council and requested 2020 volunteer hours be submitted to her for inclusion in the report. Conversation ensued regarding John's 2020 volunteer hours.

Tammi provided a B Cycle update. She is in the process of applying for a NRD grant. The grant application is due March 19. She expects to hear whether or not the money is being awarded sometime in May. Tammi has been working with Benny Foltz, the director of B Cycle on specifics and cost. The location for the B Cycle project is the Culver's trailhead. The projected cost for an 8-10 bicycle docking station and 7 e bikes is approximately \$50,000. Tammi will submit for a grant for 50% of the cost, and the city would have to match that. Don Preister has secured \$3,500 in grant money from the Bellevue Community Foundation. In addition to the B Cycle project, the NRD would like to install a bicycle fix-it station. Tammi has been coordinating this with the NRD, city staff, and B Cycle. Benny has indicated he would be willing to "front the money" to the city and put the stations in this summer if the grant is awarded. The NRD funding wouldn't come until after July 1, with the city approving it in their budget in September. Leland asked how the project would be promoted. Tammi indicated that was a good question and something she would have to discuss and coordinate with B Cycle. She indicated the city could push it out on their social media platforms as well as BTV. She also suggested a ribbon cutting could be coordinated with the Bellevue Chamber. John mentioned this is a great location as it is only a 30 minute ride to the Aksarban area. Tammi stated she would keep CCSAP updated on the project. John and Leland offered full support of the project.

Tammi updated John and Leland as to the Sidewalk Task Force. John asked the purpose of the task force. Tammi stated as of late, the task force was moving more towards a CDBG and Public Works function. She indicated the task force was looking at obtaining CDBG grant money to put sidewalks in areas that are eligible for these funds. John mentioned sidewalk installation should be the responsibility of the city.

Tammi provided an update as to the Fort Crook Road plan. She indicated the administration has reached out to HDR to do a "refresh" or update to the current plan. Tammi indicated there were two major obstacles in implementing the original plan: negotiating right-of-way vacation with NDOT, and dealing with the Corps in certain areas. She stated HDR will reach out to both entities this time at the beginning of the plan update to see what solutions exist for the city as far as these items. Otherwise, the city may have to get creative on how to use the existing right-of-way and work with the Corps on waterway issues. Tammi mentioned one of the ideas initially thrown out by HDR was the possibility of an extension of Omaha Metro's Bus Rapid Transit system. Leland stated the city should be cautious with this type of planning, as it may be a way for the transit authority to levy more taxes on the city using new legislation. Tammi agreed, and thanked him for pointing that out. The panel also mentioned the railroad tracks and discussion followed regarding the use of the tracks and if all of the existing track is needed (particularly near the new OPS elementary school). John mentioned the Vision Zero plan and Omaha's use of this tool. He asked if Bellevue was looking at this plan as well. Tammi stated they were not. There was also discussion regarding the parameters of the Fort Crook Road plan and how far south the plan goes. Conversation occurred in regards to the need for a connection to a possible Platteview Road corridor bike lane.

Leland initiated discussion regarding recent federal mandates regarding Complete Streets. He mentioned losing local control is not always a good thing.

Dean provided an update on the 36<sup>th</sup> Street widening project. Phase 1 construction is ongoing. With spring weather approaching, more roadwork will be happening in this area. This year the focus in Phase 1 will be south of Capehart Rd, while next year's construction will focus north of Capehart Rd. Dean mentioned Phase 2 will be bid in 2022. This includes construction from Sheridan Rd to Platteview Rd.

Dean updated the panel as to 36<sup>th</sup> Street improvements from Cornhusker Rd to Highway 370. He stated 60% of the design would be complete by May. At that point, the city and county will have to discuss a path forward for the project and what each jurisdiction wants to accomplish next. Dean indicated Capehart Rd from 36<sup>th</sup> St to Dow is currently being designed. The city will then focus on Capehart from Dow east to the JFK.

Dean updated the panel on Platteview Rd. He said the plans should be 60% complete by the end of 2021. In a recent meeting he attended, a trail was mentioned. Plattview Rd will have controlled access (mile) and less signalization. There was discussion regarding avoiding engineering mistakes of the past (i.e. Cornhusker Rd, etc.).

Dean mentioned the Fort Crook/Highway 370 overpass study was forwarded to HDR to look at for the Fort Crook Rd plan update. Conversation ensued surrounding the advantages of roundabouts.

Meeting adjourned at 12:00 p.m.

## **CCSAP Meeting Minutes May 7, 2021**

The Citizen Complete Streets Advisory Panel held a meeting on Friday May 7, 2021 at 8:30 a.m. in the Planning Department Training Room. Present were members Leland Jacobson, Stephanie Hanson, and John Perrin. Tammi Palm, Planning Manager, and Dean Dunn, Interim Public Works Director, were also present. Benny Foltz, Executive Director Heartland Bike Share, attended as well.

Tammi welcomed new member Stephanie Hanson to the panel.

Benny Foltz was in attendance to discuss the Bellevue Bike Share project. Tammi indicated the cost share grant from NRD had been approved. The cost share was approved for \$26,600. She advised she was moving forward in asking for funding for the project on the May 18<sup>th</sup> City Council agenda. Tammi indicated she had discussed the project with the Finance Director, who stated there was enough money in this year's budget for the project to be funded. Timing is important, as Tammi and Benny had discussed a July goal for the bike station to be operational. Benny advised there is an eight-week timeframe for ordering equipment. Based on this information, the group discussed the timeline as: 1) May 18th Council approval, 2) May 19th-20th Benny order equipment, and 3) July 5th-16th station operational.

Benny stated the e bikes are typically delivered first; the docking station takes longer to arrive. He mentioned it may be beneficial for Heartland Bike Share to have the station delivered directly to the site. Benny indicated the station would need to be branded. The group agreed it should be branded with the City of Bellevue and NRD logos, since that is where the funding is coming from. The name of the station was also discussed. John stated the cycling community refers to the trailhead area as Twin Creek. It was decided the station should be referred to as the Twin Creek Trailhead station on Heartland Bike Share's mapping, with the intersection of 36<sup>th</sup> Street/Raynor Parkway referenced as well.

Benny stated Heartland Bike Share will maintain the docking station and balances the system daily (sometimes twice per day). The Twin Creek station will have 11 docks, which will be kept 50-60% full by Heartland Bike Share staff. They will also change batteries as necessary. This docking station will be solar operated, as electricity was not easily available. The solar will provide an overall cost savings to implementation of the project. Benny advised Heartland Bike Share will use Class 1 e bikes for this project. The e bikes provide an assist up to 16.5 mph. He indicated Heartland Bike Share is willing to do demonstrations as well.

There were discussions as to contract and snow removal issues. Benny stated they do not do contracts with any of their other stations. There was conversation as to the pros and cons of having a contract. Benny indicated it would increase the overall cost if he had to administer a contract. Tammi stated the dollar amount she is asking City Council to approve includes a one-year maintenance fee. Benny inquired about snow removal at the site. Dean indicated the city has an interlocal agreement with the NRD and the city is responsible for snow removal. Benny asked if the city could also remove the snow around the docking station. Dean stated he would check with the street superintendent. Benny suggested if the city removed the snow he would want to have a conversation with city staff first on the best way to do this near the station.

John initiated discussion regarding the Twin Creek trailhead as a whole and the amenities which would be nice to see there. There was conversation regarding the existing bike rack placed there by the Bellevue Bicycle Club and whether that could be cemented in. Dean indicated he would check into that. John also stated it would be nice to have a u-shaped bike rack versus the one that is there now that "traps" tires.

There was also mention of the need for a bike rack at city hall, as two individuals had biked to the meeting only to realize there is no rack outside. Dean and Tammi agreed to check on this as well.

Tammi stated she would follow-up with the panel in the coming weeks as a more definitive timeline was set. There was discussion regarding the kick-off of the station and publicizing the location.

Meeting adjourned at 9:30 a.m.

Tammi Palm  
Planning Manager

## **CCSAP Meeting Minutes August 25, 2021**

The Citizen Complete Streets Advisory Panel held a regular meeting on Wednesday August 25, 2021, at 8:00 a.m. in the training conference room. Present were members Leland Jacobson, John Perrin, and Lisa Pietsch. Tammi Palm, Planning Manager, Angela Curry, Assistant Planning Manager, and Dean Dunn, Engineering Manager, were also present. Absent was member Stephanie Hanson.

Tammi read an email she received from Benny Foltz, Executive Director Heartland Bike Share. In the email Benny reported Bellevue Bike Share has the 3<sup>rd</sup> best station in the metro area. He said they switch out one to two batteries per day at the Twin Creek location. Benny stated this location is very successful. Benny asked the Committee to share any feedback received from the community.

Lisa Pietsch asked if riders were going to a planned designation and bringing another bike back and if this is something that could be tracked. John Perrin later echoed this same inquisition.

Lisa initiated discussion about what would happen if the station were full and how much further a rider would need to ride to reach the next station, possibly in Papillion. This initiated discussion of where Bellevue would put the next bike share station.

John Perrin initiated discussion regarding how far riders are traveling each trip and how the Twin Creek Trailhead station could be considered a major hub for Heartland Bike Share. Leland Jacobson indicated this trailhead is geographically near the center of Bellevue. Leland initiated discussion regarding the possibility of this location being an active living hub and including a Bellevue/Offutt appreciation center along the route. He suggested creating a plan to distribute gift certificates for riding passes. Leland asked if riders were purchasing more single passes than monthly passes. Tammi said she did not have that information, but she believes more families are getting together to bike.

Discussion was held on how the trails would be linked and a possible connection to Omaha. John suggested linking 25<sup>th</sup> Street to 36<sup>th</sup> Street. Dean Dunn stated a 15<sup>th</sup> Street extension would be a more direct route. There was also discussion on connecting the south side of Highway 370 to the north side.

There was mention of a web-based wayfinding plan where riders could pre-plan their route and include NRD parks. Tammi stated the City of Bellevue is working with a consultant to update the Parks Master Plan and accessibility would all tie into this new plan. John asked about a timeline to complete the plan. Tammi stated the plan is scheduled to be completed January 2023. She stated the last Park Plan was completed in 2007.

Tammi briefly updated the group on the Fort Crook Road study and its future. She stated HDR was contracted to complete a new study. Tammi said the study would look at excess right of way throughout the corridor, as well as Bus Rapid Transit (BRT) connectivity to Omaha and access to Offutt. The city is partnering with MAPA to study the feasibility of a BRT line. She gave a brief update on Bus Rapid Transit (BRT) and the cost to Bellevue, and current Legislation passed.

Leland initiated discussion on whether Bellevue parks and trails could be 24-hour biking trails like Omaha. Dean stated this would not be possible as park hours are 6 a.m. to 10 p.m. and some trails do not have lighting. John Perrin mentioned NRD does not have restrictions on their trails and suggested

Bellevue be consistent with NRD and Omaha. Lisa Pietsch asked about liability on a 24-hour trail system. Planning Department Manager Tammi Palm said she would talk with legal and check the city code. There was discussion on what limits could be put on trails.

Engineering Manager Dean Dunn provided updates on a few upcoming projects that would include the following major street renovations:

- 36<sup>th</sup> Street to Sheridan Road widening
- Harrison Street and 36<sup>th</sup> Street to 48<sup>th</sup> Street resurfacing
- Phase 2 Sheridan Road to Platteview Road widening
- North of 36<sup>th</sup> Street to Capehart Road resurfacing

There was discussion about access to 36<sup>th</sup> Street on Capehart during construction.

Dean talked about a trail project between Highway 370 and Capehart Road scheduled to be complete late September 2021 and a proposed 36<sup>th</sup> Street trail to tie everything in to the south. Dean's updated was there was a portion of trail completed last month to connect Hayworth Park to American Heroes Park.

Meeting adjourned at 8:53 a.m.

Next meeting: November 16, 2021 at 8:30 a.m.

## **CCSAP Meeting Minutes November 16, 2021**

The Citizen Complete Streets Advisory Panel held a regular meeting on Tuesday November 16, 2021, at 8:30 a.m. in the training conference room. Present were members Leland Jacobson, John Perrin, and Lisa Pietsch. Tammi Palm, Planning Manager, Angela Curry, Assistant Planning Manager, and Dean Dunn, Engineering Manager, were also present. Absent was member Stephanie Hanson.

Tammi read an email she received from Benny Foltz, Executive Director Heartland Bike Share. In the email Benny reported the Bellevue Bike Share location is one of the top 5 out of 75 in trips and membership. Benny said most routes taken by riders are leaving and returning to the Twin Creek location with some routes from Twin Creek to Papillion and Twin Creek to Aksarben.

Tammi asked Leland Jacobson to talk about a Bike Share discount he shored up for the Offutt Community. Leland stated he contacted the Offutt Advisory Council and by joining forces with Heartland Bike Share, military members will receive a 50% discount on annual memberships.

Tammi stated she was informed by Don Preister that Bellevue University is interested in pursuing a Bike Share location. This initiated discussion of where Bellevue could put other bike share stations.

John Perrin asked for comments on the Bellevue Loop. Dean Dunn stated the Loop is projected to open May 2022.

Lisa Pietsch initiated discussion regarding use of the trail as an alternative to reach shops and markets. She also commented on how far the trail extended from Bellevue into Omaha and suggested there should be bathrooms placed along the trail.

There was a brief discussion on parks and their use. Stonecroft Park and Lakewood Villages was mentioned.

Lisa asked if there were plans to install sidewalks along Avery Road. Dean said the upcoming Avery Road construction project consists of curb and gutter and ADA curb ramp installation. John Perrin questioned the role of the Sidewalk Committee and that of the Citizens Complete Streets Advisory Panel (CCSAP). Tammi stated CCSAP is a panel created to collaborate and brainstorm ideas and provide information. CCSAP is the eyes and ears of our community.

John questioned what funding the Federal Infrastructure Bill might provide to cities. This started talks on development of emerging transportation.

Leland provided handouts on Heartland 2050 and Metro Smart Cities. He briefly talked about Heartland 2050's position on infrastructure and the current focus on density and missing middle housing. Leland mentioned Metro Smart Cities' focus on transportation, commercial activities along bike trails and the increase in riders' use of metro trails. This led to discussion of connectivity to Omaha. Leland also stated Council Bluffs is a participant of Metro Smart Cities but areas such as Bellevue or Papillion are not. He stated the city of Omaha announced they will implement the Kansas City Metro Smart Cities Action Plan.

Discussion was held on how the trails would be linked and a possible connection to Omaha. John suggested linking 25<sup>th</sup> Street to 36<sup>th</sup> Street. Dean Dunn stated a 15<sup>th</sup> Street extension would be a more direct route. There was also discussion on connecting the south side of Highway 370 to the north side. There was mention of a web-based wayfinding plan where riders could pre-plan their route and include commercial locations along the trail.

Engineering Manager Dean Dunn provided updates on a few public works projects that would include the following major street renovations:

- Bline Ave. to Sheridan Rd. to Blackhawk Dr. resurfacing (completion end of 2023)
- Avery Rd. to Chandler Rd. and Golden Blvd. to Bline Ave. concrete project (7 segments to be resurface; to include curb ramps; year 3 of 15-year project)
- 36<sup>th</sup> St. to Sheridan Rd. widening
- Harrison St. and 36<sup>th</sup> St. to 48<sup>th</sup> St. resurfacing

There was discussion about access from 36<sup>th</sup> Street onto Capehart Road during construction and when 36<sup>th</sup> Street would open. Dean stated there were utility delays on phase 1 construction south of Capehart that would not allow completion this year. Lisa asked if 36<sup>th</sup> street construction would continue through the winter. Dean said weather permitting it would.

Discussion was held on sidewalk sections, responsibility for replacement, and possible funding to assist homeowners. Dean stated the trail project between Highway 370 and Capehart Road would not be completed this year due to utility delays.

Tammi gave an update regarding the installation of bike racks at city buildings. John provided a list of possible racks.

Tammi stated the City of Bellevue is working with Lamp Rynearson Engineering Firm to update the Parks Master Plan. She stated certain city staff are meeting with Lamp Rynearson every 2 weeks. The current discussion is centered around how public participation should be handled. She stated there will be a steering committee beginning in January 2022, and public meetings beginning in Spring 2023.

Tammi briefly updated the group on the Fort Crook Road study and its future. She stated HDR is working on transportation projects, e.g., Bus Rapid Transit (BRT) and connectivity to Omaha and access to Offutt. Tammi said the consultant is also looking at numbers for Ride Share and she will provide an update after the report is complete.

Meeting adjourned at 9:36 a.m.

Next meeting: January 2022 – Date/time TBD

# MINUTE RECORD

\*5b.2  
3/15/2022

Bellevue City Council Meeting, March 1, 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 1<sup>st</sup> of March, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Jerry McCaw, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

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 Fred Simon, Pilgrim Lutheran Church, 2311 Fairview Road, gave the invocation.

## OPEN MEETINGS ACT

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

## APPROVAL OF THE AGENDA:

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

**Motion** was made by Cook, seconded by Preister, to amend the agenda by moving Item 15b. before Item 11. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

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

## APPROVAL OF THE CONSENT AGENDA:

**Motion** was made by Stinson, seconded by Burns, to approve the consent agenda consisting of the following items: Approval of the February 15, 2022 City Council Minutes; Approval of Claims; Recommend the appointment of Kelly McCaw and re-appointment of Susan Hester to the Community Development Block Grant (CDBG) Committee for a 3-year term, ending in February 2025; and approve the additional Temporary Easement for the 36th Street Improvement Project.

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

## SPECIAL PRESENTATIONS:

### Proclamation for 4-time State Wrestling Champion

Mayor Hike presented 4-time State Wrestling Champion Garrett Grice from Bellevue East with a proclamation claiming March 1, 2022 Garrett Grice Day.

## ORGANIZATIONAL MATTERS: NONE

## APPROVED CITIZEN COMMUNICATION: NONE RECEIVED

## LIQUOR LICENSES: NONE

**Resolution 2022-07: Request to approve the redevelopment plan for Lot 5, Edward Warren Addition, and Tax Lot H2, located in the Southwest 1/4 of Section 16, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska. Applicant: TKC Chandler, LLC. General Location: W. Chandler Road and South 35th Street. (Planning Manager) (Public Hearing)**

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

Ms. Connie Colton, 7610 South 35<sup>th</sup> Street, requested clarification if item 12c. and item 15b. are connected. Mayor Hike stated a public will be on 12c. as well. He advised 15b. is for the redevelopment plan and 12c. is on the rezoning. Ms. Colton stated she has concerns with the way the plan is laid out and the two entrances on Chandler, as it will create traffic issues and safety issues. She does not feel duplexes are the right design for this property.

Mrs. Tammi Palm, Planning Manager, addressed the zoning request. She explained even though the zoning request is for duplexes, that is not what the developer is doing. He will be building single family homes on smaller lots. The lots will be compatible with the neighborhood to the north. She explained

# MINUTE RECORD

Bellevue City Council Meeting, March 1, 2022, Page 2

the property is very difficult to develop as it has some topography and drainage issues. When looking at the configuration the U-shaped configuration is most appropriate. West Chandler is classified as an arterial street and adding 38 houses is not a major impact to the street.

Ms. Elizabeth Sevcik, 5811 Clearwater Drive, Fort Calhoun, was present on behalf of the applicant. She provided a description of and cost of the houses. She stated due to the infrastructure the development would not be possible without TIF.

Mr. Luke Schroer, 1414 Englewood Drive, stated two entrances make sense for safety issues but it will make traffic harder on the main road. He expressed he would like to see pedestrian and bicycle infrastructure in the development. He strongly suggested the City of Bellevue becomes proactive in implementing bicycling and walking infrastructure throughout the city.

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

Councilman Preister explained this item is addressed in the Complete Streets Ordinance, but the city has a long way to go. The ordinance does address this as a requirement in new developments.

Councilman Preister addressed the proposed development. He stated at peak times the traffic at the intersection of 36<sup>th</sup> Street can be backed up two blocks. He questioned if there is going to be access and sidewalks, especially for the students going to Gilder School. He believes the issues with traffic are a legitimate concern.

Mrs. Palm stated the big issue is with West Chandler Road because there are open ditches. Therefore, there isn't a safe path for walking or biking. This development will have a sidewalk. Because of the layout of the property and size, there is not a requirement for a trail. Discussion ensued on traffic issues and Chandler being an arterial street.

Councilwoman Welch commented \$280,000 for 1,700 square feet is affordable housing.

**Motion** was made by Cook, seconded by Welch, to table until March 15<sup>th</sup> City Council Meeting a request to approve Resolution No. 2022-07: Request to approve the redevelopment plan for Lot 5, Edward Warren Addition, and Tax Lot H2, located in the Southwest 1/4 of Section 16, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska. Applicant: TKC Chandler, LLC. General Location: W. Chandler Road and South 35th Street.

Councilman Cook stated the reason for tabling the item is to allow the City Council to vote on both the rezoning and redevelopment plan at the same meeting.

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

**ORDINANCES FOR ADOPTION (Third Reading): NONE**

**ORDINANCES FOR PUBLIC HEARING (Second Reading):**

**Ordinance No. 4078: Request to rezone Lot 1, F.J. Fitzgerald's Subdivision Replat 2, from RS-84 and ML to BN for the purpose of a childcare center. Applicant: Maria M. Hernandez. General Location: 2516 Chandler Rd. E. (Planning Manager)**

Ordinance No. 4078: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 2516 Chandler Road East, more particularly described in Section 1 of the ordinance and to provide an effective date was read for second time and a public hearing was held.

Mayor Hike recused himself at 6:37 p.m. due to a conflict of interest.

Council President Cook opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the ordinance.

Mrs. Maria Hernandez, 2516 Chandler Road E. was present with her son, Mr. Owen Hernandez, as her interrupter.

Mr. Hernandez explained his mother would like to rezone the property to open a commercial day care center.

Council President Cook referred to a phone conversation he had via an interrupter with Mrs. Hernandez. He clarified Mrs. Hernandez runs a daycare center in Omaha. Mr. Hernandez replied yes. Council President Cook clarified Mrs. Hernandez has a total of 11 years of daycare experience. Mr. Hernandez responded yes. Council President Cook clarified she indicated she would like to take care of 150 kids at the proposed site. Mr. Hernandez replied yes. Council President Cook clarified the hours of operation will be Monday through Saturday from 5:00 a.m. to 9:00 p.m. Mr. Hernandez replied that is correct. Council President Cook mentioned there was discussion of a fence surrounding the building. Mr. Hernandez indicated there would be to keep the children safe.

# MINUTE RECORD

Bellevue City Council Meeting, March 1, 2022, Page 3

Councilwoman Welch questioned how many children Mrs. Hernandez currently watches. Mr. Hernandez responded twelve.

Councilwoman Welch requested clarification this request is to rezone only and questioned if there will need to be other further steps to take. Mrs. Palm advised this request is to rezone only which allows for a commercial daycare center. Then Mrs. Hernandez will need to obtain building permits. Councilwoman Welch questioned if the neighbors have concerns about traffic issues would that be addressed in the building permit procedure. Mrs. Palm advised at the time a building permit is submitted based on the proposed building and occupancy, if Public Works has an issue with traffic, they could require a traffic study.

Councilman Preister mentioned there were concerns received regarding staff parking. Mrs. Palm explained the parking requirements for this type of business would require 1 space per 350 square feet of gross floor area. In addition, 3 spaces for vehicles of the operation. Parking would need to meet zoning requirements and located on the same lot of the daycare center.

Councilman Preister questioned if the only entry will be on Chandler Road E. Mr. Hernandez responded yes.

Councilman Preister questioned what type of fencing will be used. Mr. Hernandez explained most likely a privacy fence. It will depend on what the zoning allows.

Councilman Preister advised other concerns where with light spillage and noise. Mr. Hernandez stated the kids won't be outside later in the evening. He commented after 6:00 p.m. most of the children will have already been picked up by their parents.

Councilman Stinson questioned if the daycare would be closed at 9:00 p.m. or if children will be spending the night. Mr. Hernandez explained the daycare center will close at 9:00 p.m.

Council President Cook questioned what triggers would require a traffic study would be required. Mrs. Palm explained it would depend on the type of business, the proposed occupancy, the hours of operation, and the proposed access. The applicant would be required to pay for the traffic study should city staff require one.

Council President Cook suggested Mr. Hernandez explain to his mother she would be responsible for paying for a traffic study. Mr. Hernandez explained this to his mother, then stated she understood. Discussion followed.

Discussion occurred on the type of permit the applicant would need to apply for.

Council President Cook suggested the applicant explain to the surround neighbors her intention for the use of the property and return for the third reading and vote.

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

Council President Cook stated the third reading of the ordinance will be heard at the Council meeting on March 15, 2022.

Mayor Hike returned to the Council Chambers at 6:54 p.m.

**Ordinance No. 4079: Request to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest 1/4 of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to FA, BG, and RG-8-PS for the purpose of single-family and multi-family residential development. Applicant: Orchard Valley, Inc. General Location: South 21st Street and Gilmore Lake Road. (Planning Manager)**

Ordinance No. 4079: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 21st Street and Gilmore Lake Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

Mr. Robert Peterson, 14747 California Street, Peterson and Foster Law, Omaha, was present on behalf of the applicant. The proposal is for single-family, multi-family, and townhomes. Included in the draft subdivision the developer will take care of Gilmore Lake Road. There is an agreement being worked out with the VFW where they will release the easement. The proposed development is anticipated to include 20 single-family homes, 74 townhome lots, and 7 apartment buildings/408 units.

Councilwoman Welch questioned the price on the homes. Discussion ensued on the price range of the homes and total valuation of the project of \$87 million plus.

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

# MINUTE RECORD

Bellevue City Council Meeting, March 1, 2022, Page 4

Council President Cook requested clarification on the street connections. Mrs. Palm explained a traffic study occurred in 2014 when Spring Ridge originally started. This proposed development includes stages 4 and 5. Part of the traffic study indicates Gilmore Lake Road will be improved. There will also be stub out to Lola Avenue through Spring Creek and to Morrie Drive to the south through Green Meadows. As part of the traffic study, there are some improvements to the turn lane on South 25<sup>th</sup> Street. Discussion followed.

Mayor Hike requested more information on the improvements to Gilmore Lake Road. Mrs. Palm stated there will be improvements to the concrete, curb gutter, and drainage improvements. This will benefit the entire area and provide better access. Conversation ensued.

Mr. Luke Schroer, 1414 Englewood Drive, questioned if there is commercial zoning in the middle section. Mrs. Palm explained the VFW is zoned commercially and will be granting easement to the developer. The VFW is not part of the proposed development.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on March 15, 2022.

## **Request to Preliminary Plat Lots 154 through 196, and Outlots "F" through "J," Spring Ridge. (No Action Required)**

Mayor Hike read Item # 12b1. for the record and stated no action was required.

## **Ordinance No. 4080: Request to rezone Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest 1/4 of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RD-60 for the purpose of single-family residential development. Applicant: TKC Chandler, LLC. General Location: W. Chandler Rd. and S. 35th Street. (Planning Manager)**

Ordinance No. 4080: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about East Chandler Road and South 35<sup>th</sup> Street, more particularly described in Section 1 of the ordinance and to provide and effective date was read for the first time.

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

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

Ms. Connie Colton, 7610 South 35<sup>th</sup> Street, requested clarification on the rezoning. Mrs. Palm stated RD-60 is still a single-family residential zoning and does allow for duplex only if there is 12,000 square feet of lot area per duplex. The applicant is developing single family, not duplexes. Mrs. Palm explained if the developer were to change the proposed development, he would need to go back through the preliminary plat process and before the Planning Commission and City Council. Conversation ensued.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on March 15, 2022.

## **Request to Preliminary Plat Lots 1 through 38, and Outlot A, Chandler Creek. (No Action Required)**

Mayor Hike read Item # 12c1. for the record and stated no action was required.

## **Ordinance No. 4081: Request to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East 1/2 of the Southwest 1/4, together with the Northwest 1/4 of the Southeast 1/4; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development. Applicant: Woodsonia Real Estate Inc. General Location: S. 54th Street and Hwy 370. (Planning Manager)**

Ordinance No. 4081: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 54th Street and Highway 370, more particularly described in Section 1 of the ordinance and to provide 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 ordinance.

Councilman Burns exited the Council Chambers at 7:16 p.m.

# MINUTE RECORD

Bellevue City Council Meeting, March 1, 2022, Page 5

Mr. Larry Jobeun, 11440 West Center Road, Fullenkamp, Jobeun, Johnson, and Beller, Omaha, was present on behalf of the applicant. He provided a description of the development, and a map was displayed of the various proposed zoning classifications. He provided the square footage and price range on the designs of the homes. He stated the RS-72 lots are under contract with Charleston Homes and advise the approximate square footage and price of those homes. Mr. Jobeun provided information on the public improvements including signalization. He stated there is also a trail in the development.

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

Council President Cook referred to an email he received from a citizen who lives on Shannon Drive worried about heavy trucks and construction equipment. He wanted to clarify the developer would be using 54<sup>th</sup> Street and not Shannon Drive. Mr. Jobeun stated this is correct.

Council President Cook questioned clarification on 54<sup>th</sup> Street.

Mr. Bradley Huyck, 10836 Old Mill Road, TD2, Omaha, explained northbound on 54<sup>th</sup> Street will have dual left turn lanes. Mrs. Palm explained 54<sup>th</sup> Street will be constructed as a collector street and there is a proposed roundabout.

Councilwoman Welch referred to RG-50 zoning and questioned if they are townhomes. Mr. Jobeun clarified they are single family homes. Conversation ensued on the square footage and prices of the homes.

Councilwoman Welch questioned if Shannon Drive will be connected. Mrs. Palm said yes it will.

Conversation followed on the sidewalks and trail connection.

Ms. Mary Lou Gallo, 5308 Timberridge, addressed concerns with the large acre lots. She questioned if apartments would be developed on them. Mrs. Palm advised apartments were discussed at the Planning Commission meeting. If the developer were to decide to do apartments site plan approval would be required. Property owners within 300 feet would be notified and a public hearing would be held at both Planning Commission and City Council.

Ms. Gallo questioned when the traffic light will be installed at 54<sup>th</sup> Street. Mrs. Palm stated upon full build out or by 2024. Stating within two years a traffic light will need to be there.

Ms. Karen Newby, 11614 Ridgeview Circle, requested clarification on detention ponds. Mrs. Palm explained detention ponds are required. There are rules and regulations regarding capturing runoff. Developments cannot increase the amount of runoff, so this prevents it from going onto properties at a higher rate. She explained these are meant to be dry basins. In a heavy rain event, there will be some ponding. This should release over the next 12-24 hours.

Ms. Newby questioned what an outlot is. Mrs. Palm explained, by definition, outlots are unbuildable lots and are typically used for detention and drainage.

Ms. Newby inquired if multifamily is different than duplexes. Mrs. Palm explained the RG-20 zoning request is a typical zoning request for apartments. She provided a description of apartments in the area zoned RG-20. Conversation ensued.

Mr. Luke Schroer, 1414 Englewood Drive, stated he has a problem with euclidean zoning. He questioned who pays for the infrastructure. Mrs. Palm stated the developer does. Mr. Schroer questioned who is responsible to maintain the roads in 25 years. Mrs. Palm explained while it is a SID, the developer is responsible. She advised the area is also in the county's jurisdiction. Once the city annexes the area, then the city is responsible.

Discussion occurred on the increase in traffic, along with connectivity to trails and commercial areas.

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on March 15, 2022.

**Request to Preliminary Plat Lots 1 through 191, and Outlots A through H, Lakewood West. (No Action Required)**

Mayor Hike read Item # 12d1. for the record and stated no action was required.

**ORDINANCES FOR INTRODUCTION: (First Reading):**

**Ordinance No. 4082: Amending City Code regarding trapping restrictions. (Legal) (Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting.)**

Ordinance No. 4082: An ordinance to amend Section 6-1 of the Bellevue Municipal Code regarding trapping restrictions; and to provide an effective date.

# MINUTE RECORD

Bellevue City Council Meeting, March 1, 2022, Page 6

**Motion** was made by Preister, seconded by Cook, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Motion** was made by Preister, seconded by Cook, to amend Ordinance No. 4082 by deleting Section D in its entirety; and to eliminate the language in Section F (5): "or any feral cat community approved by the City Council". Roll call to approve the amendment was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

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

**Motion** was made by Preister, seconded by McCaw, to approve Ordinance No. 4082, as amended. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Ordinance No. 4083: Amending City Code to correct section numbering errors that were inadvertently mis-numbered in Ordinance Nos. 4058 and 4041. (Legal) (Requesting to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting.)**

Ordinance No. 4083: An ordinance to amend Section 20-15 through 20-20 of the Bellevue Municipal Code by changing applicable section numbers and to add a new section to Article I, Chapter 20, of the Bellevue Municipal Code by adding new Sections 20-20.1 to correct a previous error with section numbers in Ordinance No. 4058 and Ordinance No 4041, to repeal all previous versions of the same and to provide an effective date.

**Motion** was made by Cook, seconded by Welch, to waive the rule requiring three readings, hold a public hearing, and vote after the public hearing at tonight's meeting. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

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

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

**Motion** was made by Cook, seconded by Welch, to approve Ordinance No. 4083. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:**

**Request for site plan approval for Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2, being a replat of Lots 1 through 72, and Outlots A and B, Belle Lago Replat 1, for the purpose of multi-family development. Applicant: HRC Belle Lago Brownstones, LLC. General Location: 48th Street and Capehart Road. (Planning Manager)**

**Request to preliminary plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2.**

**Request to final plat Lots 1 through 63, and Outlots A through C, Bella Lago Replat 2.**

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

Mr. Mark Westergard, 10909 Old Mill Valley Road, E & A Consulting Group Inc., was present on behalf of the applicant. He explained the original site plan was approved for 73 units. Due to issues with the property and infrastructure cost, the developer is downsizing to 63 units. He stated the houses are affordable ranging from \$270,000 to \$350,000.

Mrs. Palm mentioned numerous emails were received regarding the traffic at 48<sup>th</sup> and Capehart. She advised the intersection at 48<sup>th</sup> and Capehart is county jurisdiction. The concerns were heard, and she reached out to the county. The county contracted to have a traffic study done. Once the City receives the final information there maybe recommendations regarding improvements and signalization.

Councilwoman Welch requested the price range again.

Mr. Larry Jobeun, 11440 West Center Road, Fullenkamp, Jobeun, Johnson, and Beller, Omaha, stated the duplex lots are \$300,000 each, the fourplex units are \$300,000 for the ranches and \$270,000 for the two story. The midtown product is \$225,000 each.

Conversation followed on the square footage and design of the homes.

Mr. Luke Schroer, 1414 Englewood Drive, stated he is in favor of the five plex development.

# MINUTE RECORD

Bellevue City Council Meeting, March 1, 2022, Page 7

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

**Motion** was made by Cook, seconded by Welch, to approve site plan approval for Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2, being a replat of Lots 1 through 72, and Outlots A and B, Belle Lago Replat 1, for the purpose of multi-family development. Applicant: HRC Belle Lago Brownstones, LLC. General Location: 48th Street and Capehart Road. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Motion** was made by Welch, seconded by Preister, to approve preliminary plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

**Motion** was made by Stinson, seconded by McCaw, to approve final plat Lots 1 through 63, and Outlots A through C, Belle Lago Replat 2. Roll call to approve the motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

## **RESOLUTIONS:**

### **Resolution No. 2022-06: Designating the annual Ride of Silence as a special event and authorizing the Mayor to sign. (City Clerk) (Public Hearing)**

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

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

**Motion** was made by Welch, seconded by McCaw, to approve Resolution No. 2022-06: Designating the annual Ride of Silence as a special event and authorizing the Mayor to sign. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

## **CURRENT BUSINESS:**

### **Approve and authorize the Mayor to sign the Second Amendment to Lease Agreement with Keller's Seeding and Subcontracting for the Police Gun Range, in an amount not to exceed \$2,500. (Police Clary)**

**Motion** was made by Burns, seconded by McCaw, to approve and authorize the Mayor to sign the Second Amendment to Lease Agreement with Keller's Seeding and Subcontracting for the Police Gun Range, in an amount not to exceed \$2,500. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

### **Approve and authorize the Mayor to sign the Contract with Swain Construction for the Gregg Road Improvements, in an amount not to exceed \$430,538.58 plus potential city-initiated Change Orders of up to 10% (\$43,053.82). (Public Works Director)**

**Motion** was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the Contract with Swain Construction for the Gregg Road Improvements, in an amount not to exceed \$430,538.58 plus potential city-initiated Change Orders of up to 10% (\$43,053.82). Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

### **Approve and authorize the Mayor to sign the Contract with Burrell Enterprises LLC for the 2022 Concrete Projects, in an amount not to exceed \$783,818.70 plus potential city-initiated Change Orders of up to 10% (\$78,381.78). (Public Works Director)**

**Motion** was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Contract with Burrell Enterprises LLC for the 2022 Concrete Projects, in an amount not to exceed \$783,818.70 plus potential city-initiated Change Orders of up to 10% (\$78,381.78). Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

### **Approve and authorize the Mayor to sign the Contract with Alexander Lawn & Landscape for the 2022 Parks Mowing, in an amount not to exceed \$28,459.20. (Public Works Director)**

**Motion** was made by Burns, seconded by Welch, to approve and authorize the Mayor to sign the Contract with Alexander Lawn & Landscape for the 2022 Parks Mowing, in an amount not to exceed \$28,459.20. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, March 1, 2022, Page 8

**Approve and authorize the Mayor to sign the Contract with Crow Lawncare for the 2022 Right-of-Way Mowing, in an amount not to exceed \$107,000. (Public Works Director)**

**Motion** was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the Contract with Crow Lawncare for the 2022 Right-of-Way Mowing, in an amount not to exceed \$107,000. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Proposal from Felsburg Holt & Ullevig (FHU) to perform a traffic study at Bellevue West High School, in an amount not to exceed \$15,500. (Public Works Director)**

**Motion** was made by Stinson, seconded by Welch, to approve and authorize the Mayor to sign the Proposal from Felsburg Holt & Ullevig (FHU) to perform a traffic study at Bellevue West High School, in an amount not to exceed \$15,500. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

**Approve and authorize the Mayor to sign the Proposal from Felsburg Holt & Ullevig (FHU) to study re-timing of the traffic lights along the Cornhusker Road Corridor, in an amount not to exceed \$35,000. (Public Works Director)**

**Motion** was made by McCaw, seconded by Welch, to approve and authorize the Mayor to sign the Proposal from Felsburg Holt & Ullevig (FHU) to study re-timing of the traffic lights along the Cornhusker Road Corridor, in an amount not to exceed \$35,000.

Mayor Hike questioned when the last study was done.

Mr. Dean Dunn, Engineering Manager, Public Works Department, advised the last traffic study was done in 2019. The signals were retimed with good results. Since then, there has been additional development along 15<sup>th</sup> Street.

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

**Approve and authorize the Mayor to sign the Redevelopment Agreement and Promissory Note, allowing up to \$750,000.00 plus accrued interest, to offset TIF eligible expenses, for Mercury Property Management, Inc. - Redevelopment Project located on Lots 1 through 10 and Outlot "A", Jefferson Place Addition. (City Clerk)**

**Motion** was made by Stinson, seconded by Cook, to approve and authorize the Mayor to sign the Redevelopment Agreement and Promissory Note, allowing up to \$750,000.00 plus accrued interest, to offset TIF eligible expenses, for Mercury Property Management, Inc. - Redevelopment Project located on Lots 1 through 10 and Outlot "A", Jefferson Place Addition. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, and Welch voted yes; voting no: Preister and Burns; Absent: none. Motion carried.

**Approve and authorize the Mayor to sign the First Addendum/Extension to the Lease Purchase Agreement with Premier Sports Village LLC. (Administration/Community Development Director)**

**Motion** was made by Welch, seconded by Cook, to approve and authorize the Mayor to sign the Lease Purchase Agreement. Roll call vote on motion to approve was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

**ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports (Monthly reports are given at the first Council meeting of each month - February and March reports will be attached to the April 5th Council packet.)**

**CLOSED SESSION: NONE**

**ADJOURNMENT:**

There being no further business to come before the Council at this time, on motion by Welch, seconded by McCaw the meeting was adjourned at 8:19 p.m. Roll call vote on motion was as follows: Stinson, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; Absent: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, March 1, 2022, Page 9

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 March 1, 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 Tree Board

Feb. 8, 2022 - minutes of the meeting

**Attendance:** JoAnne Langabee, Don Preister, Nancy Scott, Tom Mruz, and Deborah Woracek attended in person. Scott Evans joined via Zoom. Craig Kimball, Jim Shada, and Doug Clark were absent. We have one position is open.

Jo reminded all to turn in their time and mileage to Deborah.

### **Approve Minutes:**

Nancy Scott made a motion to approve the January meeting minutes. Don seconded the motion. It was approved and Deborah will send in the FINAL minutes to the City of Bellevue for filing.

**Parks report** - Jim Shada emailed the following Parks report to Joann during the meeting: he reported that the following trails or parks have had trees trimmed in them: Danielle, Blackhawk, Lakewood Villages Trails, Stonecroft, Thompson, Aspen, and Twin Ridge Parks.

City report – Doug Clark was unable to attend the meeting.

### **Old Business**

Washington Park carvings – Don stated that further work will be done in spring. He said that the Bellevue Community Foundation approved a donation to help pay for them. The firefighters also will send a check. The first firefighter carving is completed. All who have seen it said it was very nice. Nancy voiced concern that we need to have people of color included in the future carvings. Don reminded us that the Native American carving and a Black female will be included.

Articles for Bellevue 411 – Scott asked for inspirations. Deborah suggested winter watering as we are in a drought this year. Nancy added to include answering the question of would it harm a tree if it has buds swelling when you water. Don suggested an article about bagworms. A discussion of bagworm life cycles ensued.

The NRD Tree grant has not been turned in yet. Don reminded us that we still have about 25 trees leftover from the Green Bellevue tree give away. He suggested Joann check with Doug Clark before submitting for the grant.

## **Winter Projects**

Bellevue West pruning – Don returned to Bellevue West on a warm day after he, Tom, and Nancy did what trimming they could on Jan. 12<sup>th</sup>. He trimmed more of the trees and discovered lots of bagworms. After another discussion of how to dispose of them, Nancy suggested they be left as food for the birds. **Tom will check with the BWHS Ecology Club to see if they would be willing to bag up the limbs that were cut and if they want to pick off and bag up the bagworms, or if they want to leave them attached to the trees.**

## **New Business**

Due to unusually warm days, Nancy went and checked Two Springs Park. She reported the new tree's cages and stakes were removed and some trees are damaged because of this. She also went to Stonecroft and thinks that park's older trees need a top dressing to their mulch. The new ones we just planted are fine. Don checked Gilder Park where he removed plastic and trimmed some trees. He thinks the trees there need mulch and water. **Jo will check McCann Park and she offered to go to Gilbert for mulching there.**

**New Board member** – Scott talked to a Bellevue Master Gardener, **Connie Jones**, who might be interested in helping on the board. **Don will contact her with Scott's help.** Don asked which terms are up this year. Jo, Tom, Scott, and Deborah all said they would continue to serve on the board after their current term expires in April.

**Arbor and Earth Day** – Don announced the combined, Sarpy County ED, Earth Day Omaha celebration, April 23 at Elmwood Park, in Omaha. It will run from 11-5 and we will have a table in the large Sarpy County ED tent. We will also participate in the platform of activities, like we did last year. **Don will coordinate with Nancy Crews to have her Milk Weed Matters, close to our table.** Jo has the handouts that Holly was storing for the board. (Nancy wants junipers removed from the invasive list.) Don suggested we have people take a photo of our handouts rather than taking a paper copy of them. A long discussion about if we should include QR codes followed. If QR codes can be added, the board decided they should be used for, the desirable tree list, the undesirable & invasive list, and the native species list. **Scott will check to see if the State Arboretum has a QR code for similar resources. Don will forward our files to Katie Preister to have them put on the Green Bellevue site as well as for the Earth Day platforms.** Tom suggested that the videos we will make for the Arbor Day plantings also be included. Holly sent in our items last year and she may help us with them this year. **Jo will check with Holly for advice on how to proceed.**

Don reminded us that we need to decide when and where to do our Arbor Day plantings in conjunction with the Earth Day activities. It was decided to, again, do mulching, tree planting demonstrations, and pruning of trees. Jo suggested we prune in American Hero's, plant in Willow Spring (at the suggestion of the Parks Department), as well as adding some mulch on Danielle and Two Springs. The Parks Department needs to approve of the locations and dates for these events. Don said the three things we did

last year would work for this year. The dates need to occur between April 23 and May 21, 2022. The plantings may be on a Saturday for participants. Parks staff can dig the holes on Friday before. Mulching and pruning work are better done during the week, in the evening. The following **tentative** dates were discussed and will be sent to the Parks Dept for approval. Mulching at Two Springs on May 4th and May 11 from 6-8pmon each day. Pruning will be on May 14 from 10 – noon. Planting will be at Willow Springs on either April 30 or May 7. The Arbor Day school tree plantings will be April 28 at 9:30 at Lewis & Clark School and 11:30 at St. Bernadette's School. Don congratulated the board setting all of these dates.

**Monthly timeline with duties** – Deborah read the timeline of duties and we are where we need to be at this time.

Our next meeting will be March 8.

Tom made a motion that the meeting be adjourned. Nancy seconded the motion. All voted and it was carried.

Respectfully submitted,  
Deborah Woracek, Secretary  
Bellevue Tree Board

Tentative agenda for March 8, 2022

Attendance

Volunteer Hours

Approve Minutes

Park Report – Jim

City Report – Doug

Old Business

Arbor Day

Earth Day

Washington Park carvings

Bellevue 411 articles

NRD grant

Mtg. with Jim Shada, Mark Blackburn, & Graham Herbst - Jo

New Board Member

Renewing Board to Council

New Business

Tree planting – April 30

Annual Report

Winter projects for next winter

# MINUTE RECORD

\*6a.  
3/15/2022

## CLAIMS FOR MARCH 15, 2022

PAGE 1

### MAYOR

NEBRASKA DIPLOMATS	MEMBERSHIP DUES 2022	350.00
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	57.85
		<u>\$ 407.85</u>

### CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	90.64
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	4,641.90
GROW SARPY	CPS-CREDIT OF ANNUAL MEETING	(105.00)
NEBRASKA DIPLOMATS	MEMBERSHIP DUES 2022	700.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	90.72
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	43.18
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	43.18
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	78.82
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	78.82
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	92.83
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	244.91
		<u>\$ 6,090.72</u>

### COUNCIL

RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	111.28
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	111.28
		<u>\$ 222.56</u>

### LEGAL

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES	21.39
DROP BOX	CPS-CASE STORAGE	19.99
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	2,362.64
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	28.57
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	28.57
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	42.66
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	42.66
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	96.70
		<u>\$ 2,764.14</u>

### CABLE ADVISORY

COX BUSINESS SERVICES	2022/02/19-2022/03/18 MONTHLY SERVICE	9.04
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	3,857.20
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	23.71
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	23.71
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	30.00
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	30.00
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	52.85
		<u>\$ 4,147.47</u>

# MINUTE RECORD

## CLAIMS FOR MARCH 15, 2022

PAGE 2

### CITY CLERK

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	1,934.63
GRETNA GUIDE & NEWS	LEGAL ADS	721.95
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	22.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	22.92
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	28.87
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	28.87
		<hr/>
		\$ 2,881.12

### FINANCE/RISK MANAGEMENT

BELLEVUE OPTICAL	DISPENSING FEE	20.00
BELLEVUE PRINTING COMPANY	COB ENVELOPES	620.75
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	151.34
CNA SURETY	TREASURER'S BOND THRU 2023-04-24	500.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	5,401.24
HANEY SHOE STORE	SAFETY SHOES-MCBIEN	182.99
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
NEBRASKA.GOV	SWIPE DEVICES	360.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	211.68
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	78.19
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	78.19
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	116.93
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	116.93
RICH SEVERSON	REIMB MILEAGE FOR CONFERENCE	137.93
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	85.83
		<hr/>
		\$ 8,303.68

### LIBRARY

ABE BOOKS	CPS-BOOKS	32.91
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	87.48
CHICAGO DISTRIBUTION CENTER	OFFICE SUPPLIES	83.98
CONNIE BARNARD	REIMB FOR PROGRAM SUPPLIES	31.84
EBSCO INFORMATION SERVICES	RATE ADJUSTMENT	611.89
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	6,509.54
INGRAM LIBRARY SERVICES	BOOKS	3,041.62
J P COOKE COMPANY	CPS-NOTARY STAMP	45.75
LIBRARY IDEAS	BOOKS	401.55
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	15.31
MIDLANDS PRINTING	BUSINESS PRINTING-BARNARD	121.03
OCLC INC	MONTHLY CATALOGING -MAR 2022	1,384.67
OMAHA PUBLIC POWER DISTRICT	2022/01/12-2022/02/10 MONTHLY SERVICE	1,614.75
PACK-N-TAPE	CPS-OFFICE SUPPLIES	68.73
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	191.12
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	262.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	70.65
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	78.96
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	79.81
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	89.96

# MINUTE RECORD

## CLAIMS FOR MARCH 15, 2022

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### LIBRARY (cont'd)

RUFF WATERS	AQUARIUM MAINTENANCE	65.00
SCOTT WELCH	MONTHLY WEB HOSTING	125.00
SIRSI DYNIX	ANNUAL RENEWAL 2022/4/1-2023/3/31	20,883.50
VERIZON WIRELESS	2022/01/17-2022/02/16 MONTHLY SERVICE	400.10
		<u>\$ 36,297.63</u>

### ADMINISTRATIVE SERVICES/PERSONNEL

EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	13,113.62
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	99.88
OMAHA PUBLIC POWER DISTRICT	2022/01/20-2022/02/21 MONTHLY SERVICE	137.10
ONE SOURCE	BACKGROUND CHECKS	53.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	241.92
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	79.75
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	79.76
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	95.76
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	95.74
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	123.03
UKG INC	PAYROLL SERVICES	14.03
UPS	PAYROLL PROCESSING	54.54
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	2,581.11
		<u>\$ 17,041.16</u>

### CODE ENFORCEMENT

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	65.08
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	9,252.41
GOVDIRECT, INC	DOCKING STATIONS	237.90
GREAT PLAINS UNIFORMS	BALLISTIC VEST-GREGURICH, KUHLMAN	1,480.00
OMAHA PUBLIC POWER DISTRICT	2022/01/12-2022/02/10 MONTHLY SERVICE	109.69
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	211.68
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	211.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	66.73
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	66.73
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	80.77
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	80.77
ROSE TREE SERVICE	REMOVE DEAD LIMB FROM TREE	350.00
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	324.61
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	766.54
		<u>\$ 13,304.59</u>

### PUBLIC WORKS

AVI SYSTEMS	BPW-211022 1510 WALL AUDIO ROOM EQUIPMENT	8,595.48
CARHARTT, INC	UNIFORMS	499.67
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	8,802.93
KITCHEN SINK COMMUNICATIONS	COMMUNICATIONS & PLANNING, CCCFF	2,380.00
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	147.31
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL FOR CITY TANKS	3,428.05
OMAHA PUBLIC POWER DISTRICT	2022/01/12-2022/02/10 MONTHLY SERVICE	183.43

# MINUTE RECORD

## CLAIMS FOR MARCH 15, 2022

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### PUBLIC WORKS (cont'd)

ONE CALL CONCEPTS	DIGGERS HOTLINE	503.16
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	120.96
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	151.20
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	74.42
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	66.25
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	103.46
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	94.10
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	271.53
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	106.19
		<hr/>
		\$ 25,528.14

### PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS	673.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	14.94
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	8,089.18
HDR ENGINEERING, INC	BPW-210920 AHP 2022/01/30-2022/02/26	20,314.00
LAMP RYNEARSON & ASSOCIATES	BPW-210921 AQUATIC PARK THRU JAN 2022	14,900.00
LAMP RYNEARSON & ASSOCIATES	BPW-210516 PARKS MASTER PLAN THRU JAN 2022	15,375.00
MW-INT'L SOCIETY OF ARBORICULTURE	CPS-CREDIT FOR TRAINING	(300.00)
NEBRASKA ARBORISTS ASSOCIATION	CPS-ARBORIST TRAINING-4 EMP	600.00
NEBRASKA TURFGRASS ASSOCIATION	CPS-MEMBERSHIP DUES-BLACKBURN	150.00
OMAHA PUBLIC POWER DISTRICT	2022/02/23 MONTHLY SERVICE	2,522.01
READY MIXED CONCRETE COMPANY	CONCRETE	299.55
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	332.64
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	332.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	95.93
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	95.93
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	104.83
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	104.83
SITEONE LANDSCAPE SUPPLY	FESCUE GRASS SEED	10,421.68
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	112.98
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	1,317.52
WESTLAKE ACE HARDWARE	HOSE FLEXOGEN, CHAIN SAW	77.93
		<hr/>
		\$ 75,634.59

### RECREATION

BELLEVUE PRINTING COMPANY	REGISTRATION CARDS	248.36
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	25.32
CSI-SOUTH SIDE PRESS	RECREATION BROCHURES	2,550.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	2,109.96
NATIONAL RECREATION PARK ASSOCIATION	CPS-MEMBERSHIP DUES-SHADA	175.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	26.22
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	26.22
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	33.95
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	33.95
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	100.31
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	232.90
		<hr/>
		\$ 5,683.15

# MINUTE RECORD

## CLAIMS FOR MARCH 15, 2022

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### BUILDING MAINTENANCE

ARAMSCO INC	CARPET CLEANING	117.03
ASSOCIATED FIRE PROTECTION	ANNUAL MONITORING 2022/2/1-2023/1/31	2,140.00
AVI SYSTEMS	ANNUAL SUPPORT RENEWAL-1500 WALL ST	15,905.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	16,031.60
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	199.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	49.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	207.89
MENARDS	SLIP JOINT NUT, SINK TAILPIECE, DRILL BITS, PLUMBING SUPPLIES	211.35
OMAHA PUBLIC POWER DISTRICT	2022/01/12-2022/02/10 MONTHLY SERVICE	1,250.64
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	302.40
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	272.16
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	79.44
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	79.44
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	87.99
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	87.99
SHERWIN WILLIAMS CO	PAINT	34.95
THE CLEANING MART, INC	CLEANING SUPPLIES	68.95
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	850.98
THYSSENKRUPP ELEVATOR CORPORATION	ELEVATOR MAINTENANCE	480.05
TOTAL BACKFLOW RESOURCES	CPS-TRAINING-NIEMIER	135.00
TRICO MECHANICAL SERVICES	AC MAINTENANCE-STREET, TOWER SITE, AHP	1,204.67
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	125.71
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	601.28
VOSS LIGHTING	JANITORIAL SUPPLIES	572.40
		<b>\$ 41,094.92</b>

### CEMETERY

BELLEVUE PRINTING COMPANY	RECEIPT BOOKS	202.50
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	2,863.27
OMAHA PUBLIC POWER DISTRICT	2022/01/20-2022/02/21 MONTHLY SERVICE	918.68
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	60.48
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	26.69
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	26.69
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	32.64
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	32.64
ROBERT GLEISBEG	SELL BACK 5 PLOTS	2,000.00
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	43.86
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	186.15
WESTLAKE ACE HARDWARE	LIGHTER FUEL, CHARCOAL, CHISEL, OIL	110.02
		<b>\$ 6,564.10</b>

### STREETS

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	22.15
DENCEMORE ADOLPHUS	REIMB CDL LICENSE	63.50
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	34,705.43
FELSBURG HOLT & ULLEVIG, INC	BPW-220107 GALVIN PED IMP JAN 2022	495.00
GWENDOLYN KAY SLY	APPROVED TEMPORARY EASEMENT 36TH ST IMPROVEMENT PROJECT	2,500.00

# MINUTE RECORD

## CLAIMS FOR MARCH 15, 2022

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### STREETS (cont'd)

HDR ENGINEERING, INC	BPW-210313 FT CROOK RD PLAN 2022/1/30-2022/2/26	15,495.00
INDEPENDENT SALT CO	SALT/SAND	5,008.43
J & J SMALL ENGINE SERVICE	CHAIN SAWS, CHAINSAW BAR	126.25
JACOBS ENGINEERING GROUP, INC	BPW-21016 STORM DRAINAGE JAN 2022	16,920.82
LOGAN CONTRACTORS SUPPLY	SEALANT, MARKING PAINT	3,123.00
MENARDS	SHOVEL DRAIN SPADE, LUMBER	721.58
MIDWEST RIGHT OF WAY SERVICES, INC	ROW MOWING-36TH ST, BLINE 2022/1/8-2022/2/8	1,048.40
MOBOTREX	SPAN BRACKETS, BASE POLE COLLARS	810.00
NEWMAN SIGNS	TRAFFIC SIGNS	11,742.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE	15,719.58
READY MIXED CONCRETE COMPANY	CONCRETE	3,002.75
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	967.68
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	937.44
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	284.17
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	284.17
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	327.77
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	327.77
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	202.39
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	5,935.59
WESTLAKE ACE HARDWARE	BRUSH	6.59
		<b>\$ 120,777.46</b>

### FLEET MAINTENANCE

911 CUSTOM, LLC	4-LIGHT DOMINATOR, T-SERIES LINEAR, SPOTLIGHT	2,024.32
AA WHEEL & TRUCK SUPPLY, INC	LUG NUTS, COUPLERS, BEARINGS, TIRES	653.98
AIR CLEANING TECHNOLOGIES, INC	REPLACE MANUAL FILL VALVE	341.50
ARROW TOWING	HEAVY DUTY TOW	389.50
ASPEN EQUIPMENT CO	STAINLESS STEEL HYD TANK	6,255.77
AUTO VALUE PARTS - SOUTH OMAHA	FUEL LINE, TIRE CHAINS, WATER PUMP, IGNITION WIRE	657.15
AUTOMOTIVE WAREHOUSE DIST, INC	WEATHERTECH MATS, PARTS	993.18
BAUER BUILT	TIRES	1,055.24
BAXTER CHRYSLER DODGE JEEP	STUD, HEX NUTS, RADIATOR HOSES, THERMOSTAT	246.64
BAXTER FORD	HOSE, TUBE ASSEMBLY, SEPARATOR, PARTS	1,014.25
BIG RIG TRUCK ACCESSORIES	HYD PUMP POWER UNIT	845.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	66.35
CORNHUSKER INTERNATIONAL TRUCKS	FUEL TANK STRAP, LINING, SENSOR, FITTINGS	960.56
CUMMINS SALES AND SERVICE	HEAT SHIELD	143.30
DASCOM AMERICA	CPS-MOUNT PLATE	72.00
DULTMEIER SALES LLC	PUMP & DIAPHRAGM KITS	235.60
DXP ENTERPRISES, INC	LPS3 LUBE FOR STOCK	192.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	19,922.86
FACTORY MOTOR PARTS CO	SWAY BAR BUSHINGS	11.03
FLEET PRIDE	D-RING	161.60
FORCE AMERICA, INC	GRANULAR FEEDBACK KIT	487.19
GRAHAM TIRE COMPANY	TIRES	595.02
HOSE & HANDLING, INC	SWIVEL	124.60

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## CLAIMS FOR MARCH 15, 2022

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### FLEET MAINTENANCE (cont'd)

INDOFF	OFFICE SUPPLIES	165.36
INTERSTATE BATTERIES	BATTERIES	1,436.99
JIM HAWK TRUCK TRAILERS	SWIVELS, CONNECTORS	101.64
JONES AUTOMOTIVE	DOMELIGHTS	273.00
JUDAH CASTER COMPANY	CASTERS	320.30
KRIHA FLUID POWER CO	FITTINGS	527.99
MATHESON TRI-GAS INC	WELDING SUPPLIES	443.05
MENARDS	CLEANING SUPPLIES, LUMBER	503.88
MIDWEST TRANSMISSION SUPPLY	CLUTCH KIT	169.45
NAPA AUTO PARTS	FITTING, FILTERS, SWAY BAR, BRAKE CALIPERS, SENSOR, CRANKSHAFT, SEALS	1,590.71
NATIONAL SAFETY COUNCIL	CPS-FORKLIFT TRAINING	142.00
NEBRASKA IOWA INDUSTRIAL FASTENERS	SUPPLIES, DRILL BITS	351.79
NMC EXCHANGE LLC	LOCK ASSEMBLY, WIPER BLADES	126.07
NORTHERN AUTO PARTS	GASKETS, LIFTERS, PUSH RODS	403.94
OMAHA PUBLIC POWER DISTRICT	2022/01/24-2022/02/23 MONTHLY SERVICE	1,185.05
O'REILLY AUTOMOTIVE PARTS	FILTER	7.85
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	453.60
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	504.40
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	147.11
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	150.56
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	179.94
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	186.50
ROCKMOUNT RESEARCH AND ALLOYS, INC	MIG WIRE	287.82
SOUTHERN CARLSON, INC	SOAP FOR PARTS WASHER	373.80
STATE STEEL	ROUND/SQUARE TUBING, FLOOR PLATE	1,748.28
TERMINAL SUPPLY CO	SEALS FOR STOCK	4.54
THERMO KING CHRISTENSEN	WHEEL CHOCKS	30.92
TOMASEK MACHINE SHOP	MACHINE WORK ON WHEELS	105.00
TOOL SHED	HOLE SAW	51.37
TOYNE, INC	STRAP	287.27
TRI-V TOOL & MFG CO	ROOF PROP BASE PLATES	740.00
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	26.39
UPS STORE	FREIGHT	52.52
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	630.09
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	201.78
WELDON PARTS INC	JUNCTION BOX	30.09
WESTLAKE ACE HARDWARE	SUPPLIES	8.32
		<b>\$ 51,398.01</b>

### PLANNING

BELLEVUE PRINTING COMPANY	ENVELOPES W/DEPT NAME	205.35
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	62.29
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	(4,354.15)
OMAHA PUBLIC POWER DISTRICT	2022/01/12-2022/02/10 MONTHLY SERVICE	165.92
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	90.72
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	90.72
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	33.28
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	33.28
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	41.78
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	41.78
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	28.90
		<b>\$ (3,560.13)</b>

# MINUTE RECORD

## CLAIMS FOR MARCH 15, 2022

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### PERMITS & INSPECTIONS

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	137.15
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	11,610.00
NATIONAL FIRE PROTECTION ASSOCIATION	CPS-MEMBERSHIP DUES-CHRISTENSEN	175.00
OMAHA PUBLIC POWER DISTRICT	2022/01/12-2022/02/10 MONTHLY SERVICE	221.22
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	241.92
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	241.92
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	73.16
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	84.47
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	91.34
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	105.53
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	263.13
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	927.94
		<u>\$ 14,172.78</u>

### POLICE

911 CUSTOM, LLC	MK3 INERT STREAM	239.00
ABM INTEL, LLC	CPS-TRAINING-JENSEN	375.00
ABM SUPPLY	BALLISTIC VESTS, ARMOR	1,761.00
AMERICAN COUNCIL ON EXERCISE	CPS-TRAINING-BANKS, MEYERS	1,198.00
AVERY L LOSCHEN	RENT FOR K9 BUILDING-APR 2022	1,248.00
AXON ENTERPRISE, INC	TASERS	2,752.54
BENEFIT PLANS	POLICE PENSION PLAN-FEB 2022-MD, JG, MG	8,817.56
BENEFIT PLANS	POLICE PENSION PLAN-MAR 2022-MD, JG, MG	8,817.56
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	271.10
CATTLE BANK & TRUST	PHOTOCOPIES & CLERICAL RESEARCHING	52.75
CELLEBRITE USA CORP	CPS-SOFTWARE LICENSE-PAGE	1,635.00
CENTRIFUGE TRAINING	CPS-TRAINING-ALBRECHT, SPENCER	1,500.00
COMBINED SYSTEMS, INC	CPS-TRAINING-ALBRECHT, MAGUIRE	1,790.00
CREIGHTON EMS EDUCATION	HEARTSAVER CARDS	170.00
CRIMINAL ADDICTION, INC	CPS-TRAINING-JENSEN	300.00
CULLIGAN OF OMAHA	BOTTLED WATER	429.30
DATA PILOT, INC	CPS-SOFTWARE LICENSE	1,995.00
DELTA AIR LINES	CPS-TRAVEL FOR TRAINING-GREINER	411.20
DOLAN CONSULTING GROUP	CPS-TRAINING-BETSWORTH, TREINER	195.00
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	136,083.67
ENTERPRISE FM TRUST	DEA VEHICLE LEASE - FEB 2022	556.70
FBI LEEDA	CPS-TRAINING-STUCK	695.00
FBI NAT'L ACADEMY ASSOCIATION	CPS-TRAINING-DARGY	150.00
FOX VALLEY TECHNICAL COLLEGE	CPS-REFUND ON TRAINING-MILLER	(275.00)
GALL'S, LLC	MESH TACTICAL CAP	44.85
GOPHER PERFORMANCE	CPS-CREDIT ON EXERCISE EQUIP	(446.88)
GOVDIRECT, INC	PANASONIC LAPTOP & WARRANTY	2,855.60
GREAT PLAINS UNIFORMS	TACTICAL GEAR, PANTS, MAG POUCH-HOBBS	154.99
GROUP TWEET	CPS-SOFTWARE LICENSE-VEST	290.00
HAMPTON INN-FOREST HILLS, TX	CPS-LODGING FOR TRAINING-BEES	248.06
INFOSAFE SHREDDING	SHREDDING SERVICE	120.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	148.79
JOHN E REID AND ASSOCIATES	CPS-TRAINING-3 EMP	1,700.00
JOHNSON HARDWARE COMPANY	DOOR HANDLE FOR NEW OFFICES	1,680.00
JOSHUA MARRS	REIMB OR UNIFORM PANTS	96.49
JULIE COOMBS	MATH PREPARATION CLASSES FOR POLICE TESTING	200.00
KAESER & BLAIR	DEPARTMENT PENS	1,274.96

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### POLICE (cont'd)

KURT STROEHER	REIMB PER DIEM FOR TRAINING	127.50
LP POLICE	MONTHLY LOCATE PLAN-FEB 2022	129.95
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	314.89
MENARDS	PLUMBING SUPPLIES	66.85
METAL LOGOS	METAL DOOR SIGNS	12.00
MICROSOFT STORE	CPS-CREDIT ON SUBSCRIPTION	(213.98)
MIDWEST STORAGE SOLUTIONS	MOVEABLE STORAGE FOR EVIDENCE ROOM	22,402.50
MODERN SAMURAI	CPS-TRAINING-3 EMP	1,350.00
NATIONAL ASSOCIATION OF FIELD TRAINING OFFICERS	CPS-TRAINING-REED	375.00
NEWMAN SIGNS	SPECIAL TRAFFIC SIGNS	39.25
OMAHA PUBLIC POWER DISTRICT	2022/01/12-2022/02/10 MONTHLY SERVICE	4,030.39
PAY.GOV	CPS-FLAG AWARD FOR EMPLOYEE APPRECIATION	67.60
PUBLIC AGENCY TRAINING	CPS-TRAINING-ANDHAL	525.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	4,330.32
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	3,557.44
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	976.40
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	960.07
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	1,886.15
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	1,864.05
RIDDELL ALL AMERICAN	TRAINING UNIFORMS	913.98
SECOND SIGHT TRAINING	CPS-ONLINE TRAINING-KOLBE	140.00
SECRETARY OF STATE	RENEW NOTARY-GERMAN	30.00
SECRETARY OF STATE	RENEW NOTARY-JASHINSKE	30.00
SHERWIN WILLIAMS CO	PAINT	113.40
SOUTHWEST AIRLINES	CPS-TRAVEL FOR TRAINING-6 EMP	2,352.22
SPECIAL EVENT SAFETY SEMINAR	CPS-TRAINING-LAMPMAN	699.00
STOP STICK, LTD	STOP STICKS AND TRAINING KIT	2,708.00
STREET COP TRAINING	CPS-TRAINING-AGUSTIN, JARVIS	747.00
THE LETS CORP	LETS DRONE SOFTWARE, SUPPORT	2,685.00
TRAVELERS	LIABILITY CLAIMS	8,263.00
TRIPLE I SOLUTIONS	CPS-TRAINING-LARR	350.00
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	22.48
TWIN CREEK ANIMAL HOSPITAL	VET SERVICE	219.77
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	3,086.75
UAV TEACHABLE	CPS-ONLINE TRAINING-BARTLEY	212.93
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	15,027.24
WATCHGUARD VIDEO	NEW SERVERS FOR CRUISERS, BODY CAMERA BATTERIES, VEST ADAPTERS	43,300.00
WESTLAKE ACE HARDWARE	KEYS	44.64
ZOOM VIDEO COMMUNICATIONS INC	CPS-VIDEO COMMUNICATION	121.28
		<b>\$ 303,403.31</b>

### FIRE & RESCUE

ACTION SIGNS	LETTERING ON FC5	395.00
AIRGAS USA, LLC	OXYGEN, MEDICAL SUPPLIES	1,937.76
BELLEVUE OPTICAL	DISPENSING FEE-COLTON	20.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	5,962.30
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	LOCK KIT, VOICE AMPS, THERMAL IMAGING CAMERA	4,797.25
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	85,092.13

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### FIRE & RESCUE (CONT'D)

GREAT PLAINS UNIFORMS	UNIFORMS	3,747.94
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	656.30
MARKING REFRIGERATION, INC	ICE MACHINE REPAIR	245.00
McKESSON MEDICAL-SURGICAL GOVT SOLUTIONS	MEDICAL SUPPLIES	1,821.01
NATIONAL FIRE PROTECTION ASSOCIATION	MEMBERSHIP DUES-2022	175.00
NEBRASKA HOME APPLIANCE	CPS-REPAIR TIMER	175.00
NEOTERIC INC	AIR FILTERS	249.50
OMAHA PUBLIC POWER DISTRICT	2022/02/23 MONTHLY SERVICE	5,869.00
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	2,590.96
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	2,852.24
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	611.67
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	905.58
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	1,173.06
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	1,173.06
SANDRY FIRE SUPPLY, LLC	FIRE HELMETS, BOOTS	1,596.00
STRYKER SALES CORPORATION	AMBULANCE COTS MAINTENANCE	15,917.12
TRAVELERS	LIABILITY CLAIMS	2,272.00
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	1,228.42
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	8,954.79
WAYSTAR INC	MONTHLY PROF CLAIMS MAG FEES	425.71
ZOLL DATA SYSTEMS INC	BILLING	1,105.00
ZOLL DATA SYSTEMS INC	FRMS AND RMS MAINTENANCE	2,522.25
		<b>\$ 154,479.00</b>

### NON-DEPARTMENTAL/CONTRACTS

BKD & ASSOCIATES, LLP	2021 AUDIT PROGRESS BILLING #3	20,000.00
CENTURY LINK	2022/01/04-2022/02/03 MONTHLY SERVICE	941.64
LOCKTON COMPANIES, LLC	PROPERTY CASUALTY INSURANCE PREMIUM	105,979.00
NEBRASKA WORKERS' COMP COURT	WORK COMP COURT 2021 ASSESSMENT	24,475.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-APR 2022	13,452.93
SCOTT WELCH	MONTHLY WEB MAINTENANCE	125.00
		<b>\$ 164,973.57</b>

### INFORMATION TECHNOLOGY

GRAYBAR ELECTRIC	PORTPATCH PANEL	125.64
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
ILAND INTERNET SOLUTIONS CORP	INSIDER PROTECTION & CLOUD BACK UP	2,008.64
INTERSTATE ALL BATTERY CENTER	BATTERIES	154.80
MENARDS	CLEANING SUPPLIES, HANDTRUCK	157.31
ONE CALL CONCEPTS	LOCATES	8.58
TJ CABLE	LOCATES	250.00
		<b>\$ 2,774.92</b>

# MINUTE RECORD

## CLAIMS FOR MARCH 15, 2022

PAGE 11

### WASTEWATER

CENTURY LINK	2022/02/04-2022/03/03 MONTHLY SERVICE	267.07
CITY OF OMAHA	SEWER FEES-DEC 2021	527,196.52
EMPLOYEE BENEFITS SYSTEM	HEALTH INSURANCE-FEB 2022	12,254.11
HDR ENGINEERING, INC	BPW-201109 SO LIFT STATION 2022/01/30-2022/02/26	14,756.02
HDR ENGINEERING, INC	BPW-190409 S LIFT STATION EVAL 2021/12/26-2022/2/26	753.62
METRO LEASING	8735-METRO LEASE-2022/02/25-JET TRUCK	22,836.87
OMAHA PUBLIC POWER DISTRICT	2022/01/12-2022/02/10 MONTHLY SERVICE	3,371.37
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-JAN 2022	302.40
RELIANCE STANDARD LIFE INSURANCE CO	DENTAL INSURANCE-FEB 2022	332.64
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-FEB 2022	94.51
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JAN 2022	102.99
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-FEB 2022	111.48
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JAN 2022	121.82
U.S. CELLULAR	2022/02/04-2022/03/03 MONTHLY SERVICE	420.91
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES-FEB 2022	2,562.02
WESTLAKE ACE HARDWARE	ROUNDUP	89.98
		<b>\$ 585,574.33</b>

### ECONOMIC DEVELOPMENT- LB840

JEO CONSULTING GROUP, INC	TOPOGRAPHIC SURVEY	20,640.00
		<b>\$ 20,640.00</b>

### COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2022/02/23 MONTHLY SERVICE	100.16
		<b>\$ 100.16</b>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXPENSES-JAN 2022	850.49
		<b>\$ 850.49</b>

### G.O. BONDS

UMB BANK - TRUST OPERATIONS	BOND PAYMENTS - UMB TRUST-SID 147	12,227.50
UMB BANK - TRUST OPERATIONS	BOND PAYMENTS - UMB TRUST-SID 186	1,343.75
UMB BANK - TRUST OPERATIONS	BOND PAYMENTS - UMB TRUST-SID 265	19,861.25
		<b>\$ 33,432.50</b>

**TOTAL CLAIMS FOR MARCH 15, 2022 \$ 1,694,982.22**

**TOTAL PAYROLL FOR MARCH 4, 2022 \$ 1,431,463.65**

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

7a.  
3/15/2021

COUNCIL MEETING DATE: 03/15/2022		SUBMITTED BY: Doug Clark		Public Works Director	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input checked="" type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

**SUBJECT:**

American Heroes Park Master Plan Update

**SYNOPSIS/BACKGROUND:**

City Council approved HDR, Inc. to finalize the master plan for American Heroes Park on September 21, 2021. The intent of this presentation is to provide the City Council with an update of the Master Plan Revision process and review the Master Plan concept, estimated construction costs and phasing strategy prior to the project proceeding with Site Plan Submittal.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?:	NO	COUNTER-PARTY:	<input type="text"/>	INTERLOCAL AGREEMENT:	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: 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:**

**ATTACHMENTS:**


1. Conceptual Site Master Plan (March 2022)	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:

  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**HDR**

# AMERICAN HEROES PARK

Conceptual Site Master Plan

Bellevue, Nebraska | March 2022

## CONTENTS

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03	PREFACE
05	SITE INVESTIGATION
11	CONCEPT DEVELOPMENT
17	NATURE + EXPLORATIVE PLAY
19	CELEBRATION OF SERVICE PLAZA + AMENITIES
29	ACTIVITY ZONE + PLAY
35	LAKE PAVILION
37	INFRASTRUCTURE IMPROVEMENTS
39	PARKING PLANTINGS
41	IMPLEMENTATION STRATEGIES

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### Core Team

City of Bellevue  
Doug Clark, Public Works Director  
Mark Elbert, Community Development Director  
Jim Shada, Deputy Director of Parks and Recreation  
Dean Dunn, Manager of Engineering Services  
Tammi Palm, Planning Manager

### Consultant Team

HDR  
1917 S. 67th Street  
Omaha, NE 68106  
  
Building Cost Consultants, Inc.  
P.O. Box 278  
Plattsmouth, NE 68048

## PREFACE

### Regional Needs & Community Impact

Spending time outdoors improves mental health, increases physical activity, and enhances academic performance along with our ability to focus. We seek to introduce a wide array of outdoor activities leading to new interests, healthy lifestyles, and an appreciation for nature.

Parks give people a place to meet others who share similar interests, are involved at the same schools, cheer for the same sports teams, and frequent the same grocery stores or restaurants. Destination parks take this function a step further by attracting a wider age group than typical parks and then help them connect through activities that cater to their individual ages and interests. The result is a tight-knit community that prides itself on the common relationships, businesses and public facilities it shares.

Because of their wide appeal, destination parks can put a town on the map and increase traffic to other nearby attractions. Like any new attraction, a destination park will initially draw curious patrons simply because it is new. Once established, the destination park not only becomes its town's center of recreation, but also shares its success with the entire community by increasing traffic to existing businesses and stimulating new business growth.

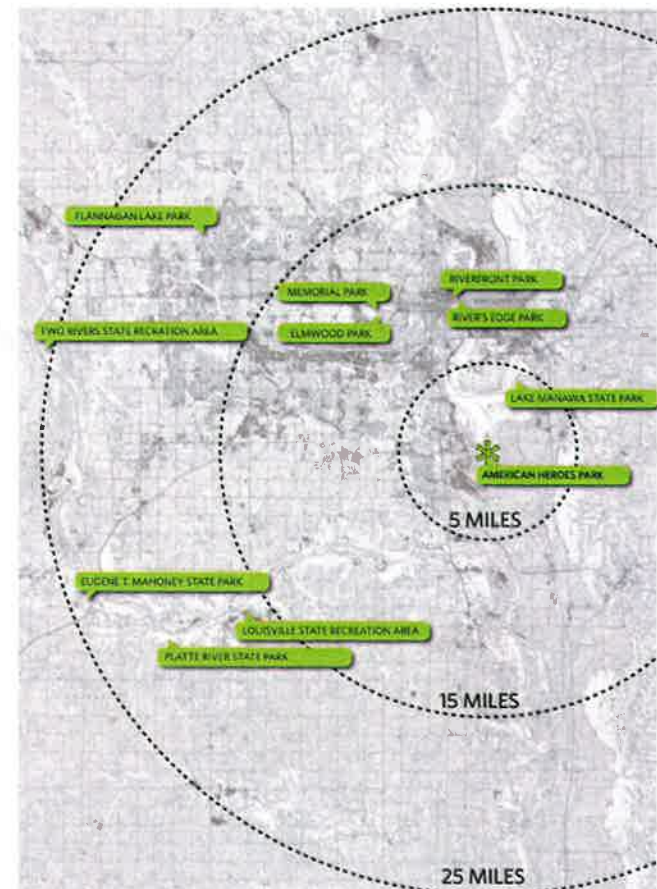
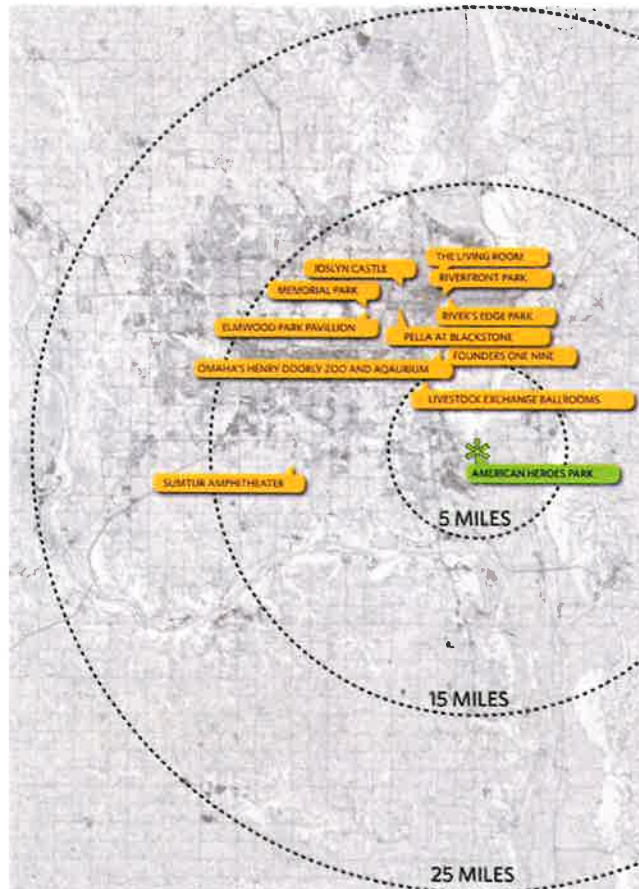
As we move toward a new generation of public parks, expect to see more large landscapes in line with the concept of the multi-generational destination park. These parks can completely revitalize the physical, relational, and economic well-being of an entire community, making them a major trend in future development.

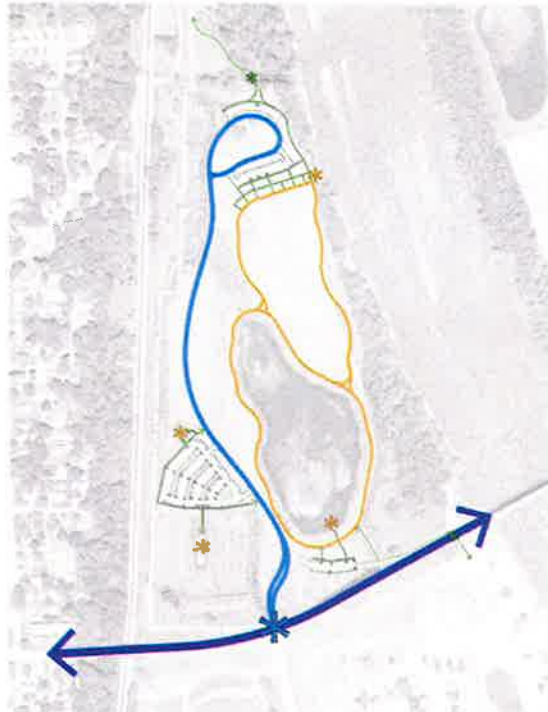


## SITE INVESTIGATION

A destination park impacts more than just the neighborhood surrounding its amenities. Parks of this scale, size, and stature impact the larger community and create destinations for visitors to explore over longer periods of time. These diagrams show similar event center attractions from locations and unique park destinations across the region.

American Heroes Park will need to showcase unique amenities to stand out from the numerous options.





**SITE CIRCULATION**

Site circulation is primarily driven by vehicular traffic. Improvements to adjacent roadways and connection to the existing trail systems are desired to create a more walkable/bikeable park experience. Internal circulation is well-distributed with dispersed parking and accessible walks and trails throughout the park.



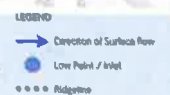
**ACTIVITY ZONES**

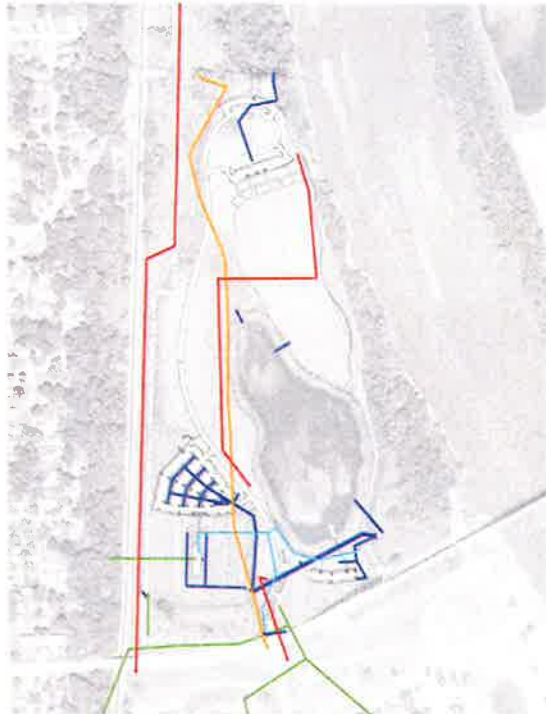
Park programming is key to a park of this scale's success. Thoughtful layout and adjacencies of amenities for active and passive recreation need to be identified for creation of zones and will help in determining implementation strategies for the park.



**SITE HYDROLOGY**

The site is fortunate to sit above the flood plain and flood-way adjacent to the Missouri River. Key considerations include infiltration of stormwater on site and mitigation of any additional erosion on the creek on the north end of the park. The majority of the stormwater is filtered in the wetland area and is infiltrated in native grass plantings and swales on site.





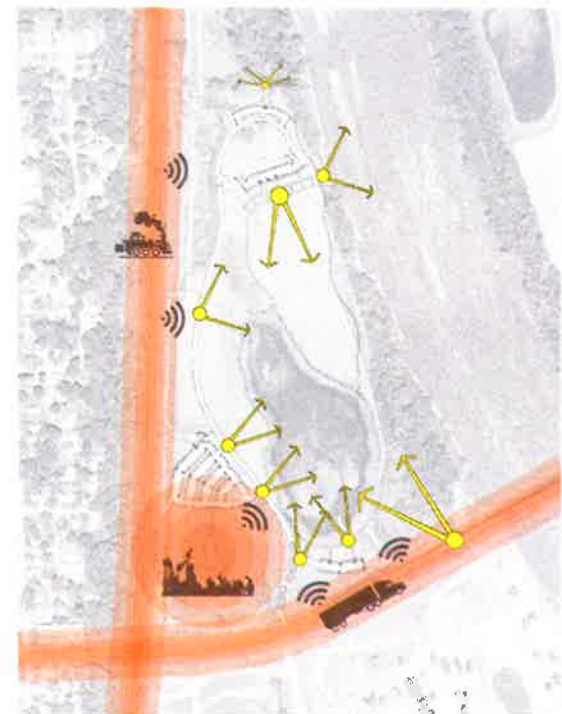
### SITE INFRASTRUCTURE

Utilities on-site will need to be expanded for future use. The site will require longer runs for water and sanitary sewer. If restrooms are desired within the park, lift stations will be required.



### SITE SOILS

As the previous site of a power plant, uses in zones along the roadway and ridge line along the park are limited. A capped fly ash depository limits grading in this area. The overall soils in the park are acceptable for development and programming.



### SENSORY

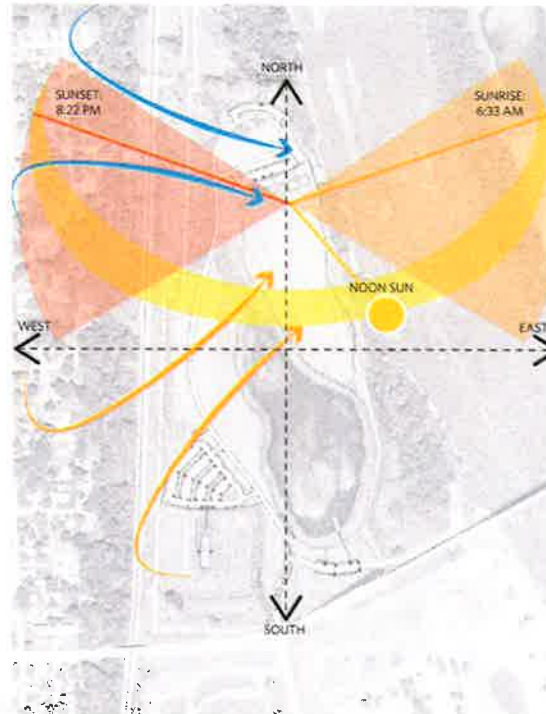
Located along Mission Avenue the site has light truck traffic, with the bridge connection over the Missouri River. The park boasts sweeping views of the landscape beyond, and quiet respite for those looking to relax.





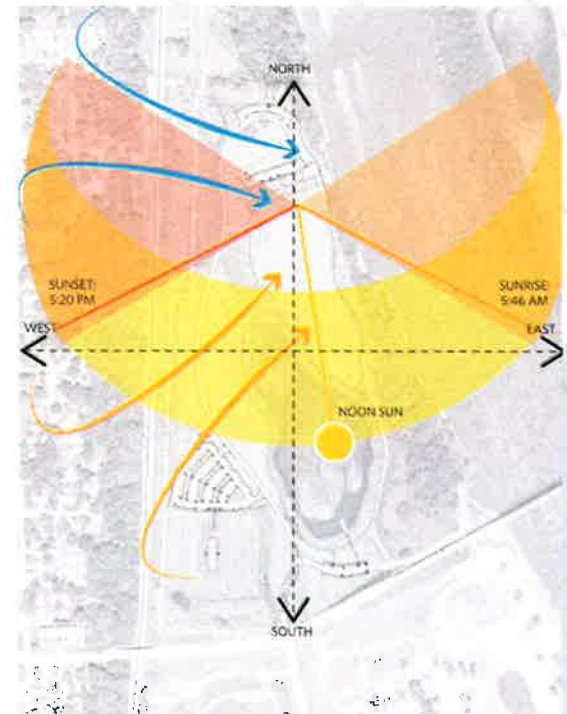
### VEGETATIVE COVER

Existing site conditions are mostly pervious with large areas of mown turfgrass. The riverbank contains a large tree canopy in addition to the bluff to the west. The site sits nestled down the bluff from the adjacent neighborhood. Wetland and native grasses create habitat on the northwest portion of the site.



### SUN ANGLE STUDY - August

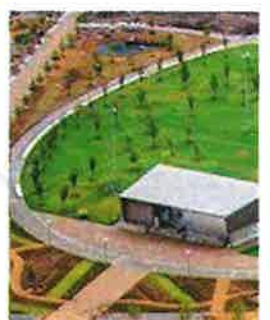
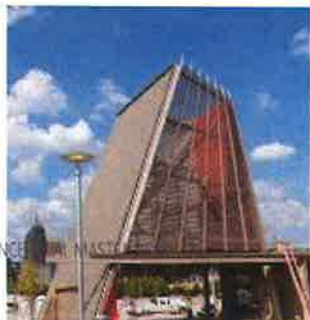
Sun angles help determine appropriate locations for amenities within the park. This diagram depicts the various sun locations in August, including sun rise, high noon, and sunset. During this month, the sun is positioned at a higher angle.



### SUN ANGLE STUDY - January

Sun angles help determine appropriate locations for amenities within the park. This diagram depicts the various sun locations in January, including sun rise, high noon, and sunset. During this month, the sun is positioned at a lower angle.





## CELEBRATION OF OUR COMMUNITY

An inclusive destination park celebrating the people of service in our communities. A place for celebration, honor, glory, rigor, learning, and restoration. American Heroes Park is a resilient and engaging space for people to gather throughout all seasons.



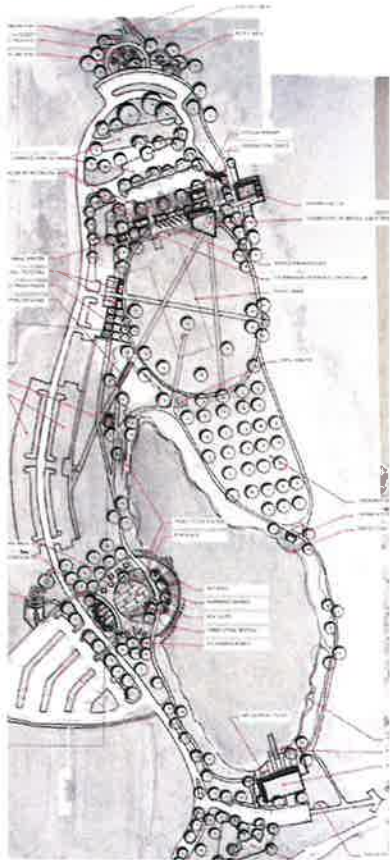
## CONCEPT DEVELOPMENT

Creation of a preferred site plan with the following with a variety of program amenities for all ages was at the highest priority level. The site plan takes into consideration visitor experience, views, site conservation, adjacencies, accessibility, and access to resources. The following goals are included within the conceptual development of the park experience:

- Create a unique destination park.
- Celebrate the men and women of service.
- Spaces exude Honor, Pride, Rigor, & Glory.
- Create an inclusive park with amenities for all.
- Offer opportunities for large and small gatherings (up to 10,000+).
- Connect to the Keystone trail system and provide access for cyclists.

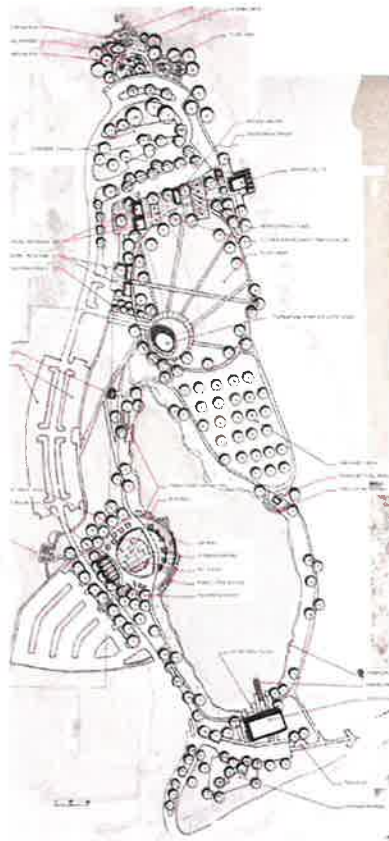


PRELIMINARY CONCEPT A



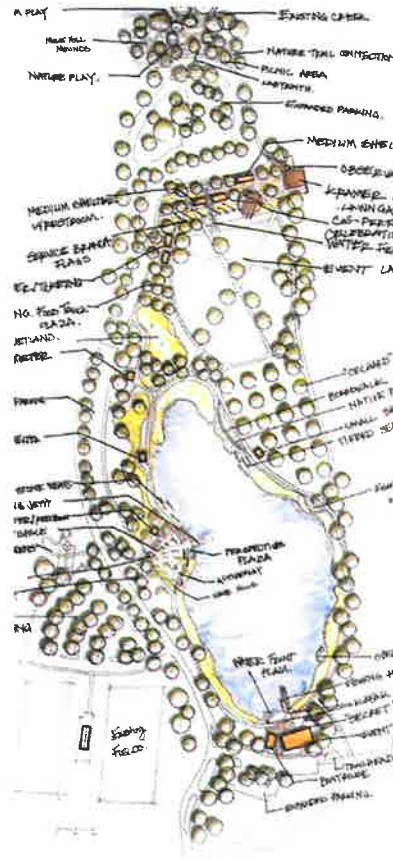
Performance stage located in the northeast, Heroes Event hall at the south end of the lake, linear form + order

PRELIMINARY CONCEPT B



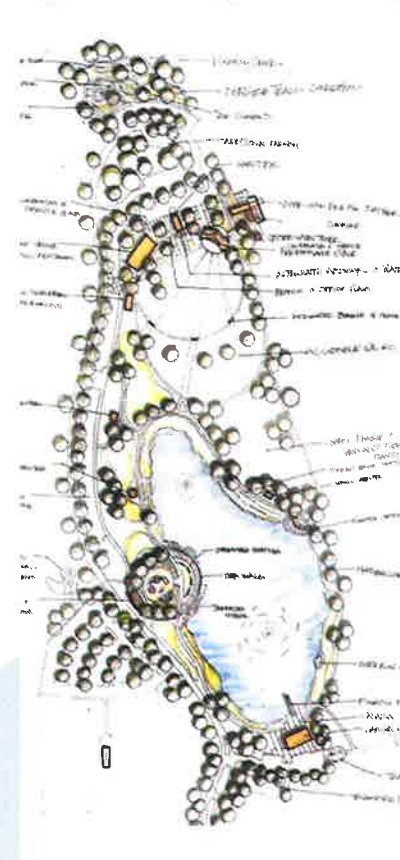
Performance stage located in the southwest, Heroes Event hall at the south end of the lake, radial form + order

REFINED CONCEPT A

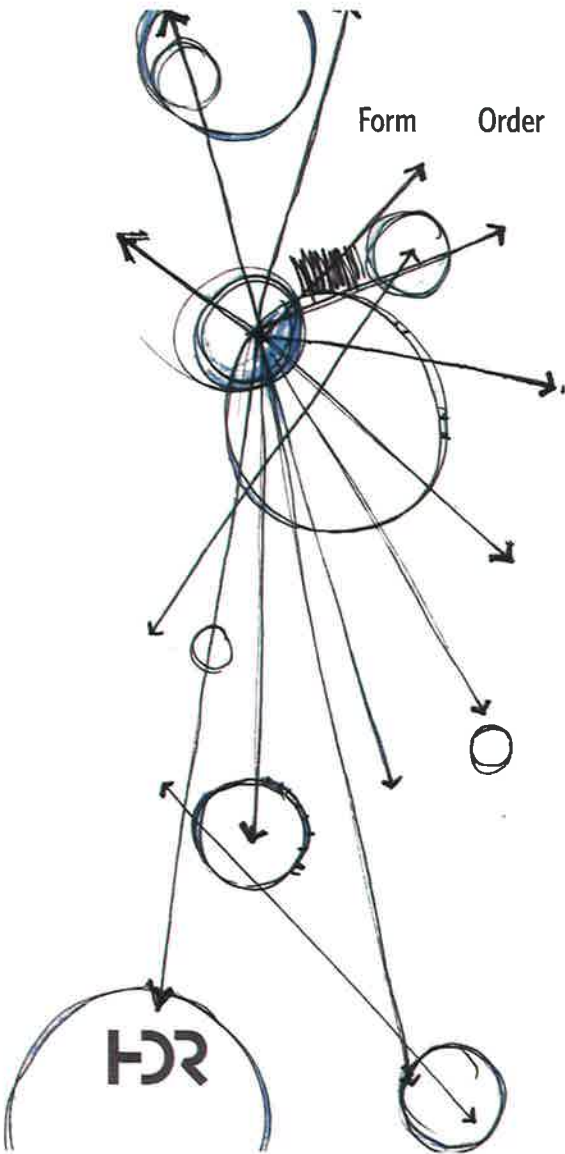


Performance stage located in the northeast, Heroes Event hall at the south end of the lake, linear form + order

REFINED CONCEPT B



Performance stage located in the northeast, Heroes Event Hall in the north, radial form + order



Form Order Rigor Timeless Honor Pride Resiliency Learning Celebration Joy Service

Celebrating our branches of service and showcasing the pride our community has for those whom keep our freedoms alive is no small task. Each branch of the military is built on the foundation and core values of our country and American Heroes Park should reflect these deep roots.

The conceptual design for American Heroes Park references the core of these services; form, order, prestige, and timelessness to create a successful park. The branches of service are high functioning, well oiled machines. They are known for their craft, efficiencies, strategic pursuits, and resilient nature.

Creation of a place that exhibits these core elements – yet welcomes all walks of life is no small order. A park that boasts its pride, offers comfort, showcases its flexibility, celebrates the land we call home. Here we are free to gather, play, learn, reset, and celebrate. – American Heroes Park.

A destination with spaces for large groups, weddings, anniversaries, birthday parties, concerts, or catching your first or 100th fish. A park where resilient landscapes frame views, offer shade, provides exploration, and inquisitive discoveries. Education and outreach, leadership, and team-building.

This is **AMERICAN HEROES PARK**

# SITE MASTER PLAN

CELEBRATION OF SERVICE  
PLAZA + AMENITIES

LAKE PAVILION

ACTIVITY ZONE + PLAY

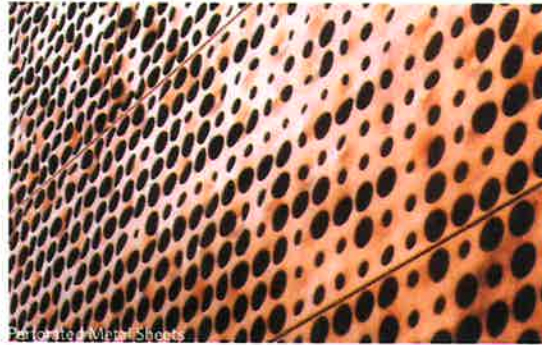
NATURE + EXPLORATIVE PLAY

MEMORIAL GARDENS





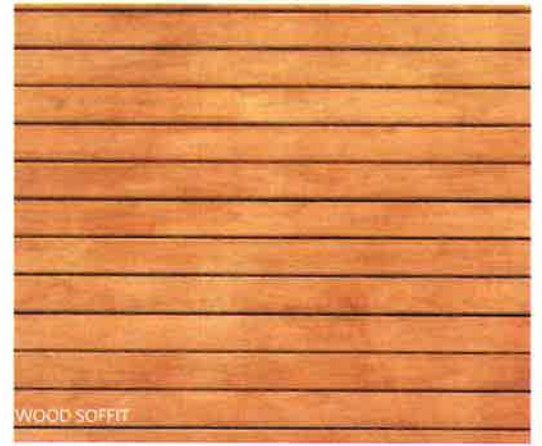
STANDING SEAM ROOF



Perforated Metal Sheets



Steel Tube



WOOD SOFFIT



STANDING SEAM ROOF



## MATERIALS, RESILIENCY & LONGEVITY



Selecting materials that align with the project goals are key to the successful operation and lifetime of this project. When selecting products, key consideration will be given to long-term maintenance, longevity, sustainability, and durability of the materials. The materials should be easily available for ease of maintenance.

Conservation and land stewardship plays a significant role in the development of this destination park. Implementing stormwater best practices and restoring prairie and riparian woodlands will be instrumental in developing a resilient site. Development of habitat for wildlife for education and integration into the programs will enrich the visitor experience and provide lifelong learning.

Plantings will reflect the native ecosystems, attracting pollinators and reducing the overall impact on the land.

## NATURE + EXPLORATIVE PLAY

Located at the north end of American Heroes Park and adjacent to an existing stream and provides the opportunity for explorative and inclusive play amongst the trees, native plantings and within the stream. The areas features picnic areas, as well as access to a wooded trail to the north. The activity zone features several open ended play opportunities for youth of all ages to wind through a maze of native grasses, build with tree cookies, balance on logs, jump between stumps, climb on boulders, and interact with natural elements. Dynamic play areas for creative development will be incorporated into the each of these spaces. This unstructured play allows visitors create their own dynamic play experiences.



# SITE PLAN

## LEGEND

- 1. Expanded Parking Lot
- 2. Trail
- 3. Nature Play
- 4. Mole Hill Mounds
- 5. Dry Stream
- 6. Picnic Area
- 7. Play Bridge
- 8. Small Shelter
- 9. Labyrinth
- 10. Existing Creek
- 11. Creek Bank Restoration
- 12. Stream Access
- 13. Native Landscape Plantings



## CELEBRATION OF SERVICE PLAZA + AMENITIES

The Celebration of Service Plaza is an area where all are invited to come and celebrate our community in Bellevue. The space will have active zones for yard games, a playful plaza with fountains, integrated artwork celebrating the various branches of service.

This space will have timeless materials and is set up for flexible use year-round. The location flanks the north end of the park, creating large, shared vistas while lying at the heart of the action of the park.



# SITE PLAN



- LEGEND**
- 1. Celebration of Service Plaza
  - 2. Heroes Event Hall
  - 3. Sentinel Observation Tower
  - 4. Kramer Pavilion
  - 5. Celebration Water Plaza
  - 6. Expanded Parking



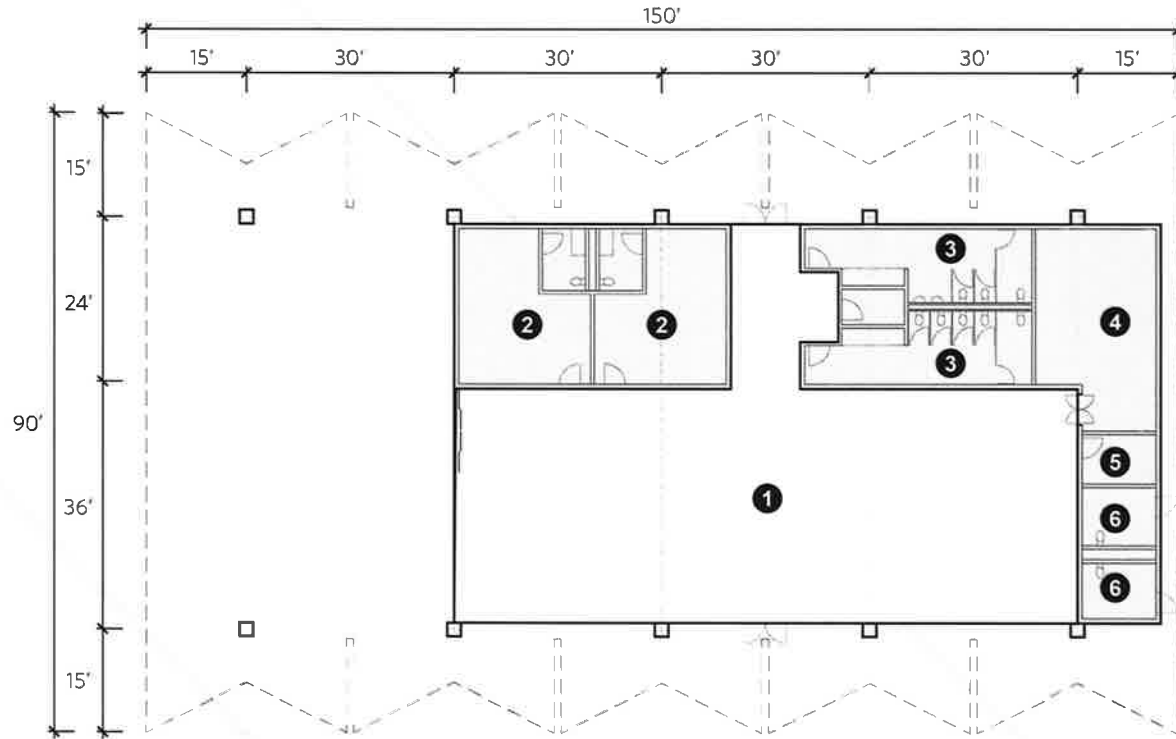
# HEROES EVENT HALL

Heroes Event Hall has been designed as an exceptional space, surrounded by nature, for all types of formal events. Clear glass walls allow uninterrupted views of the main lawn and stage while also filling the space with natural light.

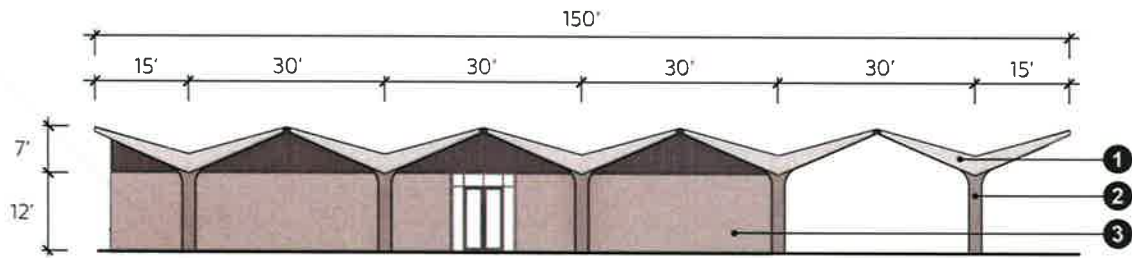
The repetitive vaulted roof honors the discipline of the armed services. The roof extends as a canopy to the west, forming a covered veranda perfect for cocktail hours.

A sliding glass door creates a seamless experience when moving between the veranda and interior. A wood ceiling adds warmth and makes the space feel more inviting.

The event hall has been designed to accommodate 200 seated guests year-round. For events serving food, the facility provides a warming kitchen to facilitate event catering. To better serve weddings, two bridal suites provide spaces for the bridal parties to prepare separately.



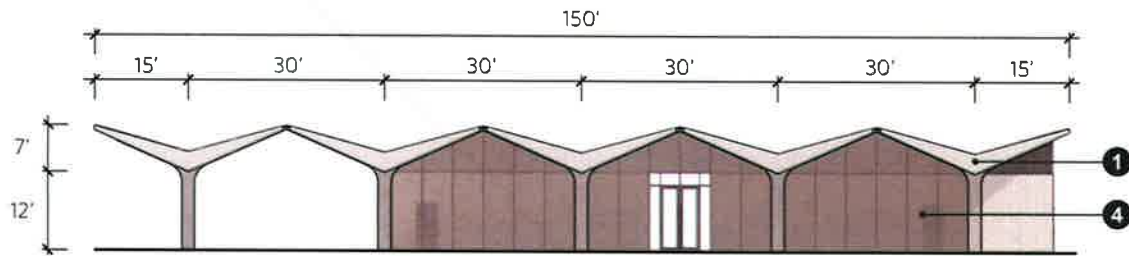
- |    |                    |    |                           |
|----|--------------------|----|---------------------------|
| 1. | Event Hall         | 4. | Warming Kitchen           |
| 2. | Multi-Purpose Room | 5. | Mechanical / Storage Room |
| 3. | Restrooms          | 6. | Family Restroom           |



North Elevation



East Elevation



South Elevation

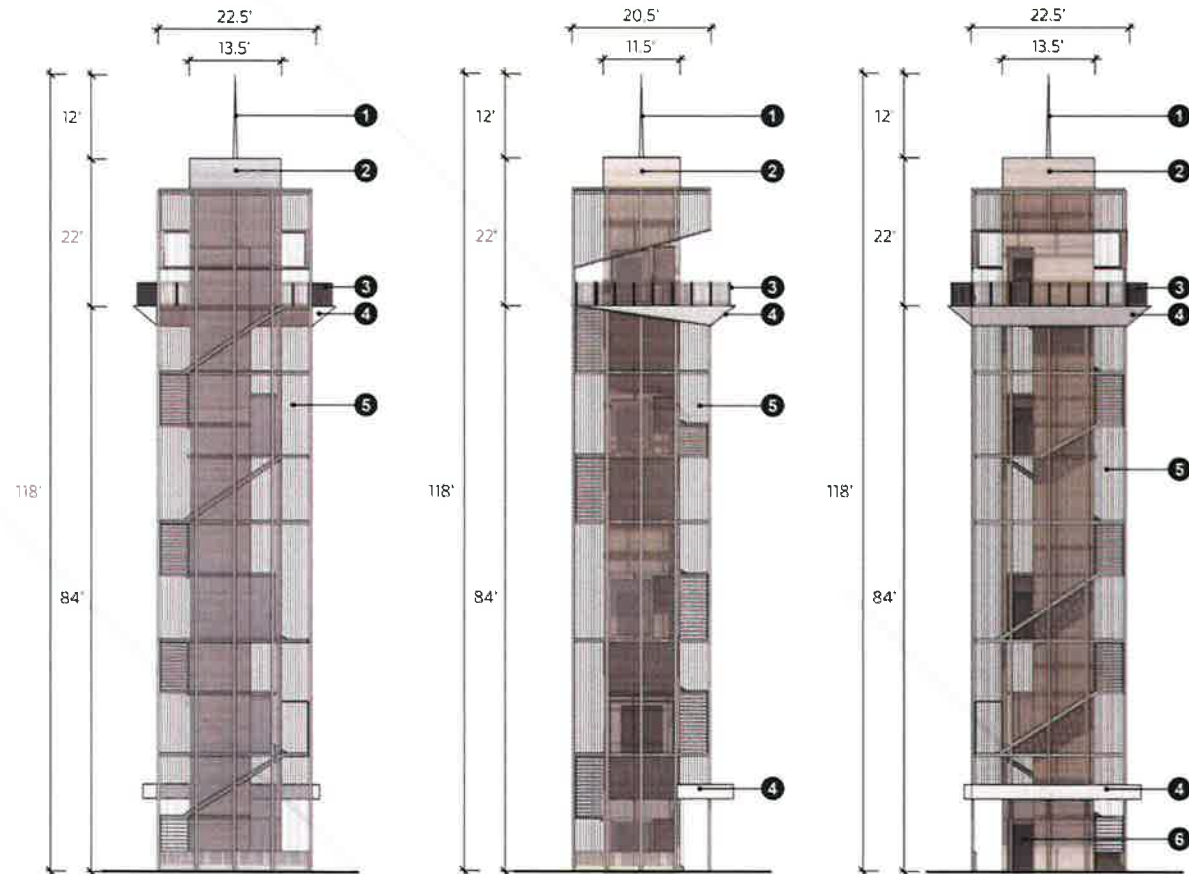


West Elevation

- |                           |                       |
|---------------------------|-----------------------|
| 1. Painted Aluminum Panel | 4. Glass Storefront   |
| 2. Concrete Structure     | 5. Metal Louver       |
| 3. Burnished Block Wall   | 6. Wood Veneer Soffit |

## SENTINEL OBSERVATION TOWER

Overlooking the park, the over 100 foot tall observation tower provides visitors with unobstructed views of the Missouri River and American Heroes Park. Stairs and an elevator provide access to a 400 square foot observation level for people of all ages and mobility levels. A metal screen wraps around the outside of the stairs, providing filtered shade while ascending, and presenting the tower as a strong singular object. At night, lights illuminate the concrete elevator walls, making the tower appear to gently glow from within.



1. Aircraft Warning Light
2. Concrete Core
3. Steel Picket Guardrail

4. Painted Metal Panel
5. Metal Screen
6. Glass Elevator Vestibule

## SITE PLAN



### LEGEND

1. Expanded Parking Lot
2. Heroes Event Hall
3. Sentinel Observation Tower
4. Kramer Pavilion
5. Performance Stage
6. Flags (American + Service)
7. Celebration Water Plaza
8. Celebration of Service Plaza
9. Event Lawn
10. Picnicking / Food Truck Plaza
11. Medium Shelter / Ticketing
12. Pedestrian Bridge
13. Native Landscape Plantings



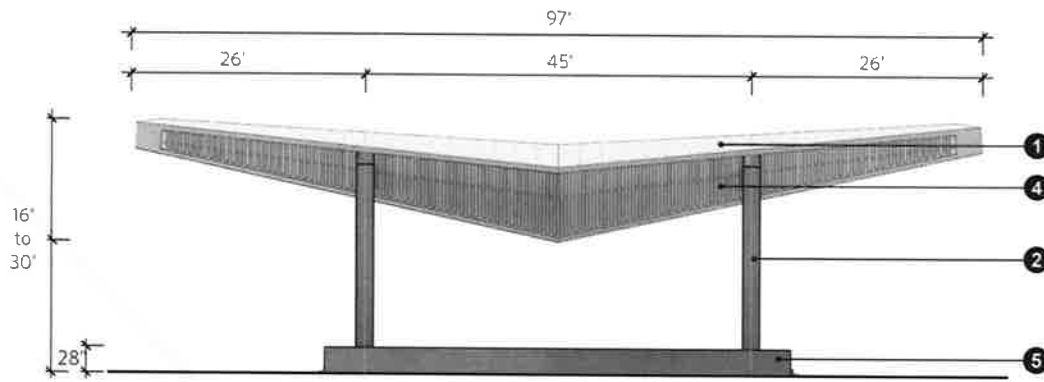


**HDR**

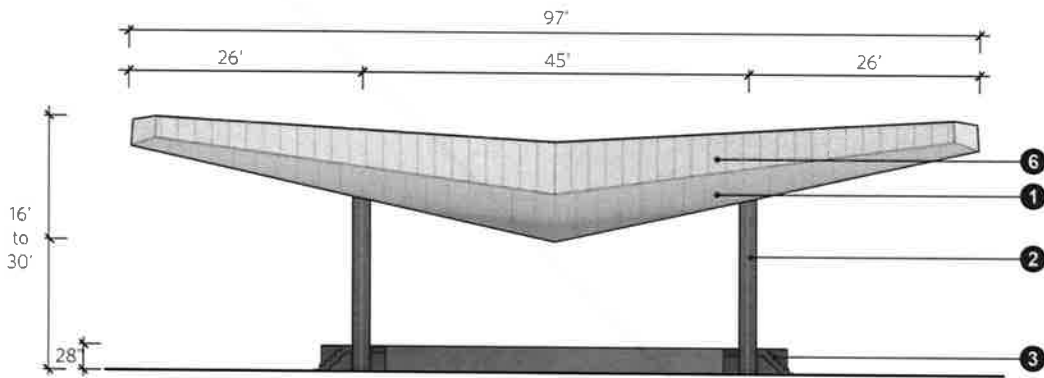
AMERICAN HEROES PARK CONCEPTUAL MASTER PLAN

## PERFORMANCE STAGE

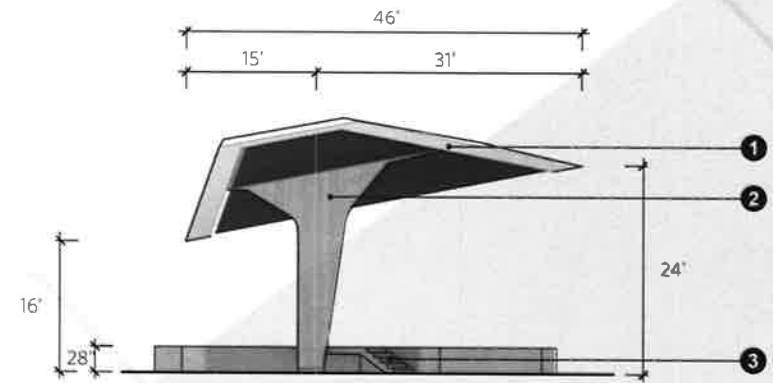
The performance stage will be the iconic showstopper of the park. The stage is simple in form yet commands attention from all those who visit American Heroes Park. The stage will be elevated 28 inches above the Event Lawn with steps, and elevated grade behind the stage for ease of access. The opportunity to utilize the stage from either side of the park will be available.



Front Elevation



Rear Elevation



Side Elevation

- |                           |                                |
|---------------------------|--------------------------------|
| 1. Painted Aluminum Panel | 4. Painted Metal Plank Ceiling |
| 2. Concrete Structure     | 5. Cast-In-Place Stage         |
| 3. Cast-In-Place Stair    | 6. Standing Seam Metal Roof    |



PERFORMANCE STAGE + EVENT LAWN



## ACTIVITY ZONE + PLAY

The activity zone will become a destination for youth, families, and the young at heart. The inclusive play environment features dynamic custom play elements, places to relax and rest with views of the lake beyond.

The play area includes large berms for rolling, climbing, imaginative play, and wide slides to race down the hills. The elevated berms provide inclusive access to the slides, play structures, as well as a cove for imaginative play. The play structures will emulate the form of the observation tower with multiple tiers, levels of play, gross and fine motor skill opportunities. The incorporation of a zip-line, dj mix stations, and a hammock grove provide a variety of use.

Along the lake, a sea wall is proposed to bring visitors out over the water, providing opportunities to fish, interact with the water, or sit in an oversized swing and enjoy the views.



# SITE PLAN



## LEGEND

1. Sea Wall
2. Oversized Swings
3. Tiered Stone Seating
4. Hill Slides
5. Naturalized Stone Steps
6. Enchanted Forest (Hammock Grove)
7. Medium Shelter with Restroom
8. Playscape (2-5 Year Olds)
9. Playscape (5+ Year Olds)
10. Adventure Zip Line
11. Native Landscape Plantings



## MEDIUM SHELTER WITH RESTROOM

The medium sized shelters within American Heroes Park have the opportunity to house family restrooms and provide additional shade and places for groups to gather. Each shelter will have two family restrooms, and seating for up to 20 people.

If restrooms are not to be incorporated into the medium sized shelter they can seat up to 30 people. These shelters will offer the opportunity for wifi hubs, electricity, and potential locations to house any mechanical or storage needs the park may have.



## SMALL PARK SHELTER

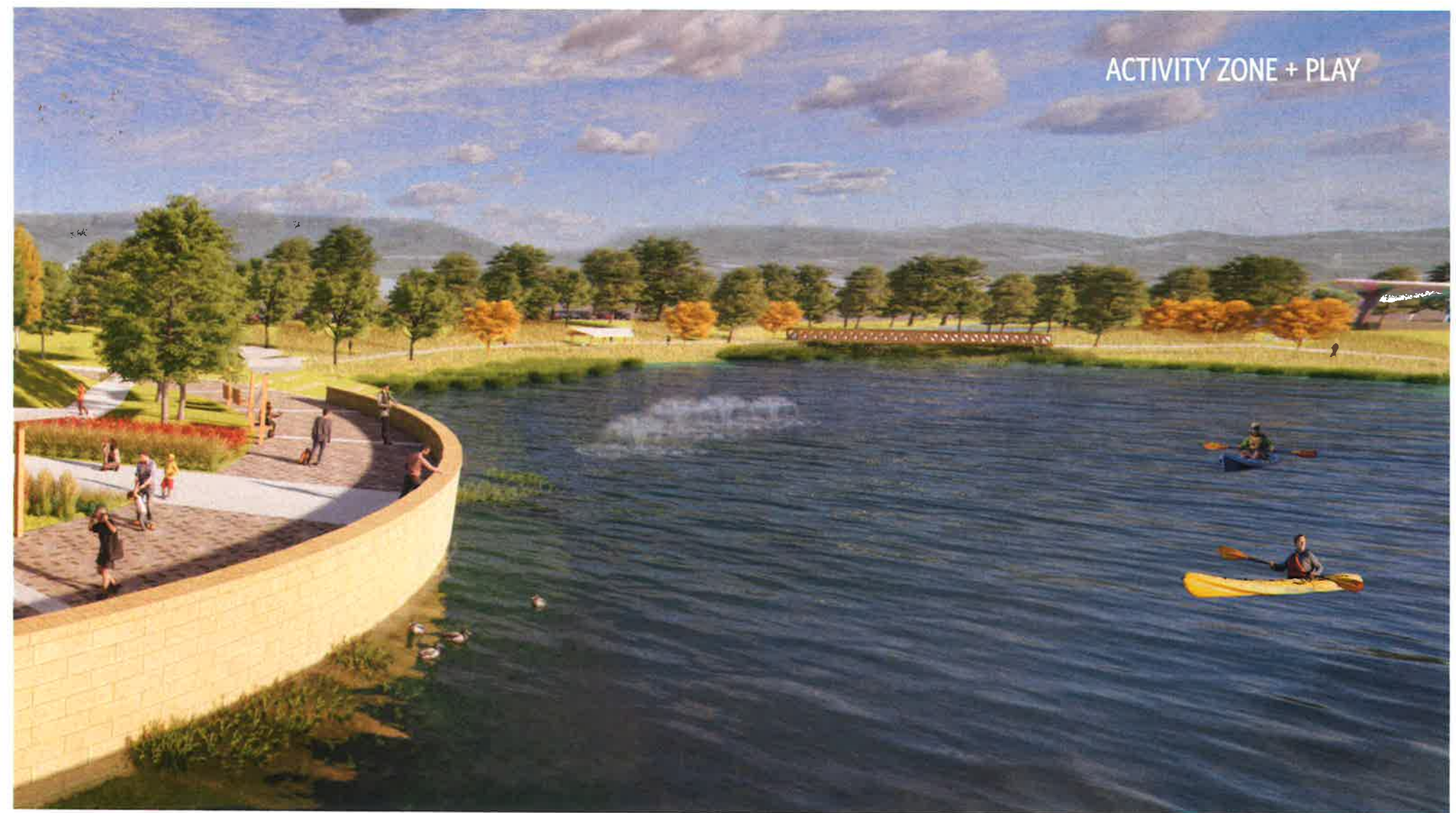
The small park shelters are designed to be easily sited and placed to offer shade for individuals or small gatherings. The Small Shelter will accommodate 10 -12 people. These shelters should be placed on a concrete surface or accessible paved surface to provide access. These shelters should be oriented to frame views within the park and a variety of site seating can be utilized,





AMERICAN HEROES PARK CONCEPTUAL MASTER PLAN

ACTIVITY ZONE + PLAY



## LAKE PAVILION

The Lake Pavilion is designed as a simple glass box sitting in nature. Three corners are large glass storefronts that focus the views on the pier and lake to the north. The southern corner contains the family restrooms that serve the general public in the area as well as the guests inside.

Intended for smaller gatherings, the 1,500 square foot building can easily hold 50 seated visitors. High wood ceilings provide a warm, welcoming interior while large roof eaves protect the glass from unwanted glare and heat. As a "3-season" pavilion, it would provide cooling in the warmer months, and be closed during the coldest months.

Site improvements include the addition of a small boardwalk feature over the small rain garden, outdoor plaza space adjacent to the pavilion, oversized swings, an accessible kayak launch, fishin pier, and stone outcroppings for water access.



# SITE PLAN

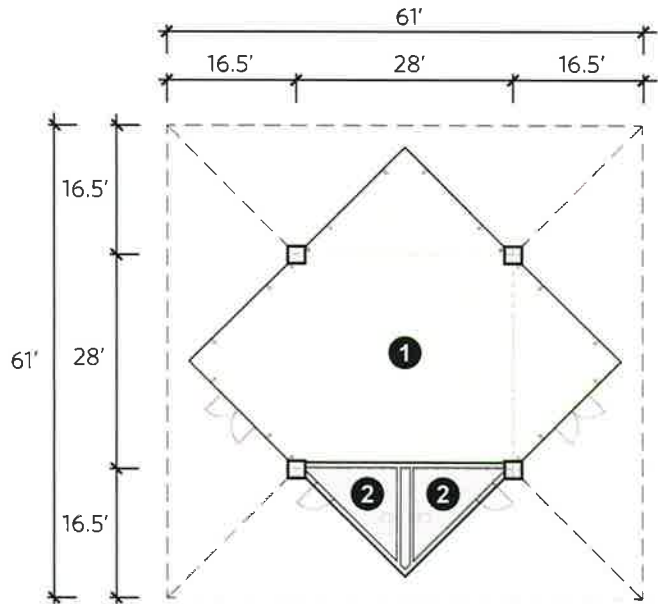


## LEGEND

1. Expanded Parking Lot
2. Lake Pavilion
3. Existing Fishing Pier
4. Accessible Kayak Launch
5. Plaza
6. Oversized Swings
7. Tiered Stone Seating
8. Sidewalk Footprint over Rain Garden

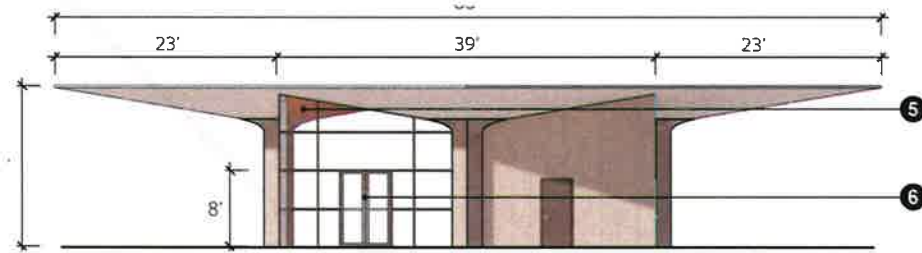


# LAKE PAVILION

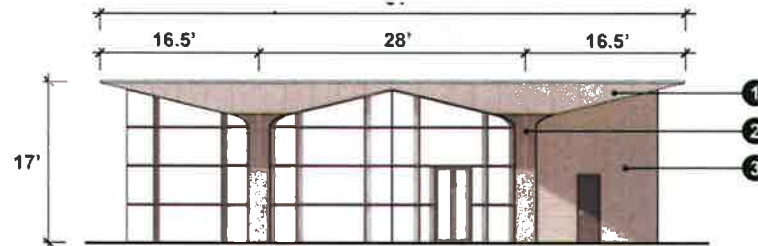


Building Plan

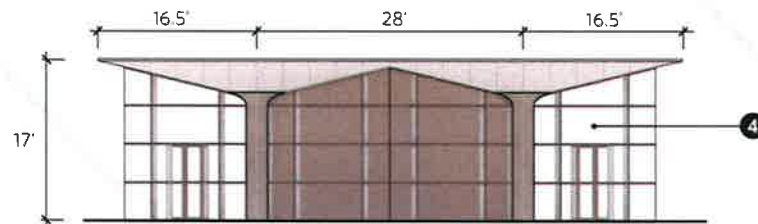
- 1. Event Hall
- 2. Family Restroom



East Elevation



West Elevation



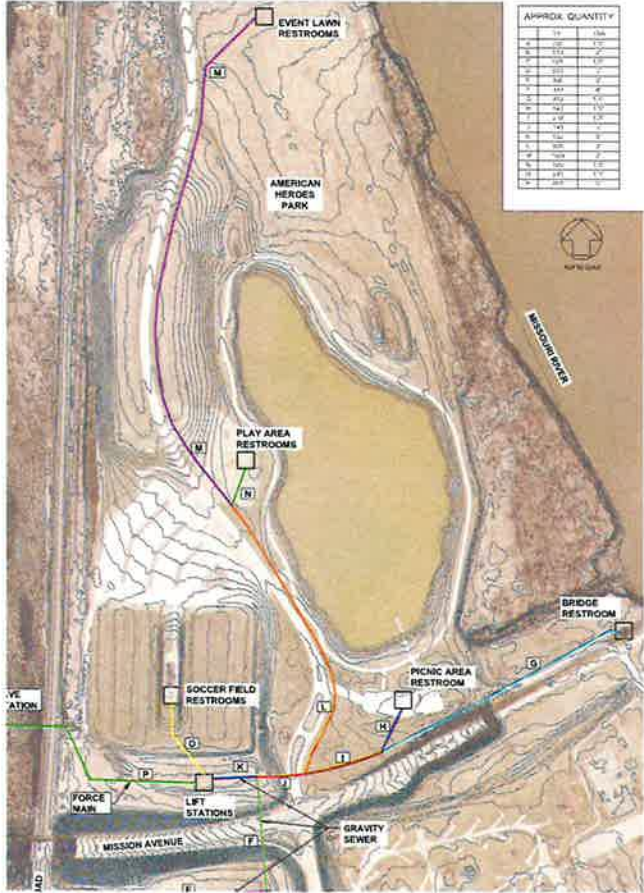
Front Elevation

- 1. Painted Aluminum Panel
- 2. Concrete Structure
- 3. Burnished Block Wall
- 4. Glass Storefront
- 5. Acoustic Wood Ceiling
- 6. Glass Door



# INFRASTRUCTURE IMPROVEMENTS

## SANITARY SEWER



## WATER MAIN



### SANITARY SEWER

The North Venue and Playground will be served by a low pressure force main sewer. A small, package lift station will be installed at each location and connect to a force main that will convey the sewage to a gravity collection system manhole on the north side of Mission Avenue. The force main that serves the North Venue will be 2 IN PVC and the force main that serves the Playground will be a 1.5 IN PVC. The force mains will be installed by open cut construction methods. The force mains will be installed under pavement by trenchless construction methods.

### WATER MAIN

A 2 IN PVC water main will serve the North Venue and Playground. The water main is sized for domestic use and does not include capacity for fire protection. A 1 IN branch water main will serve the Playground area and a 1 IN water main will serve the South Venue. The water mains will be installed by open cut construction methods with the mains installed under paved areas by trenchless construction methods. MUD will complete the taps to their existing mains. A meter will be installed in a manhole.

# PARK PLANTING

## LEGEND

- 1. Existing Mature Tree Line
- 2. Native Shortgrass Prairie Planting
- 3. No-mow Turf
- 4. Formal Lawn
- 5. Wetland Plantings
- 6. Shoreline Plantings
- 7. Ornamental & Perennial Plantings



AMERICAN HEROES PARK CONCEPTUAL MASTER PLAN

## PLANTING RESILIENCY



Developing a natural park aesthetic with native plantings will be key to longevity and overall sustainability of maintenance. Due to the size of the park developing small areas where more intensive plantings (shrubs, perennials, grasses, etc.) are incorporated for visual interest will help reduce the overall intensity of maintenance required. Large open areas should don native short-grass prairie plantings that require minimal maintenance.

In the gridded grove of trees a no-mow turf is proposed to reduce maintenance allowing for flexible use of the space throughout the seasons. Along the lake edge implementing water loving plant mixes to provide additional habitat for fish and wildlife will be a key priority. Enhancing wetland and drought tolerant plantings in appropriate zones reducing irrigation needs aiding in long term solutions for a viable maintenance plan for American Heroes Park.

**Form   Order   Rigor   Honor   Pride   Resiliency   Learning   Celebration   Joy   Service**

An inclusive destination park celebrating the people of service in our communities.

# IMPLEMENTATION STRATEGIES



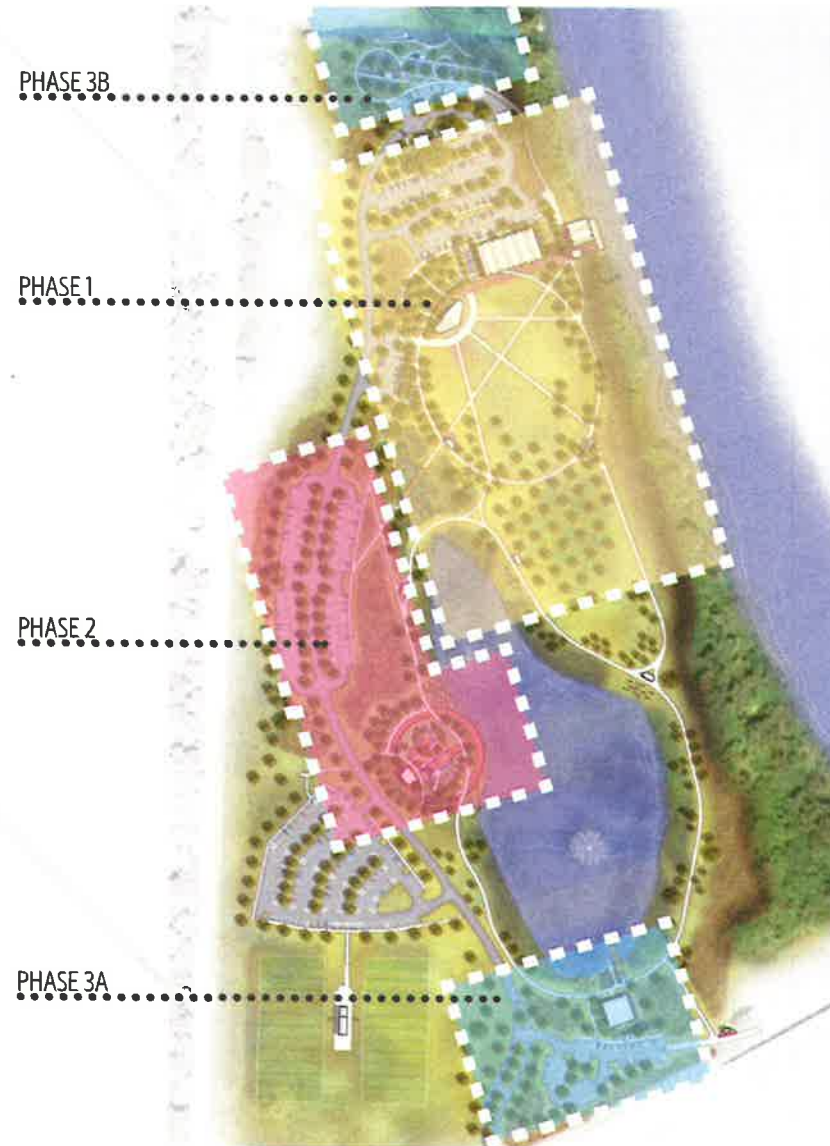
## PHASING + FUNDING

Developing specific implementation strategies will be key to create a successful destination park at American Heroes Park. The opportunities it will bring to the community is invaluable

The value this park brings to its community is invaluable and the natural resources provided should be celebrated for years to come.

Throughout this process, the Core Team developed a phasing strategy for implementation. This while continuing to provide a high level of service to its park users.

CIP improvement funds along with private partnerships will play a large role in the successful implementation of American Heroes Park.





## OPINION OF PROBABLE COST + ASSUMPTIONS

The Opinion of Probable Cost includes preliminary design estimates as provided by Building Construction Consultants, Inc.

- These costs include a:
- 5% General Conditions
  - 20% Design Contingency
    - 5% Escalation
  - 12% Design Service Fee

All costs shall be considered preliminary and reflect the schematic concepts shown in this document. Additional pricing exercises should be completed as schematic design progresses into future detail development.

<b>Phase 1</b>	
<b>Celebration of Service Plaza</b>	
Performance Stage	\$3,400,000.00
Architectural Structures	\$11,500,000.00
Observation Tower	\$2,500,000.00
Parking Lots (3 Total)	\$775,000.00
Kramer Wall Remediation	\$675,000.00
Sitework	\$4,500,000.00
<b>PHASE 1 TOTAL</b>	<b>\$23,350,000.00</b>
<b>Phase 2</b>	
<b>Activity Zone + Play</b>	
Sitework	\$3,500,000.00
<b>Subtotal</b>	<b>\$3,500,000.00</b>
<b>West Parking Expansion</b>	
Sitework	\$1,100,000.00
<b>Subtotal</b>	<b>\$1,100,000.00</b>
<b>PHASE 2 TOTAL</b>	<b>\$4,600,000.00</b>
<b>Phase 3</b>	
<b>Lake Pavilion (Phase 3A)</b>	
Sitework	\$775,000.00
Architectural Structures	\$1,450,000.00
<b>Subtotal</b>	<b>\$2,225,000.00</b>
<b>Nature &amp; Explorative Play (Phase 3B)</b>	
Sitework	\$990,000.00
Stream Access Improvements	\$175,000.00
<b>Subtotal</b>	<b>\$1,165,000.00</b>
<b>PHASE 3 TOTAL</b>	<b>\$3,390,000.00</b>
<b>Infrastructure</b>	
<b>Sanitary Sewer Extension</b>	
Service to Celebration Plaza	\$160,000.00
Service to Activity Zone + Play	\$45,000.00
Service to Lake Pavilion	\$25,000.00
<b>Subtotal</b>	<b>\$230,000.00</b>
<b>Water Main Extension</b>	
Service to Celebration Plaza	\$85,000.00
Service to Activity Zone + Play	\$4,000.00
Service to Lake Pavilion	\$23,000.00
<b>Subtotal</b>	<b>\$112,000.00</b>
<b>INFRASTRUCTURE TOTAL</b>	<b>\$342,000.00</b>
<b>TOTAL PROJECT BUILD</b>	<b>\$31,682,000.00</b>



AMERICAN HEROES PARK CONCEPTUAL MASTER PLAN

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 03/15/2022		SUBMITTED BY: Paul Cook, City Council President <i>pc</i>	
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

2022-2023 Budget Task Force

SYNOPSIS/BACKGROUND:

The City of Bellevue will soon begin the budget process for 2022-2023. I am requesting a Budget Task Force be created to provide guidance and direction with the goal of bringing forward a budget which meets the needs of our City. The Budget Task Force shall begin their work after approval by the City Council and will disband once the 2022-2023 Budget is approved.

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:

Approval of the 2022-2023 Budget Task Force

ATTACHMENTS:

1. Letter recommending Appointments	2. Council Policy 16	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. B. Krollin*  
*[Signature]*

March 15, 2022

To: Bellevue Mayor Rusty Hike  
Bellevue City Council Members

Subject: Budget Task Force for 2022-2023  
Policy Resolution 16 – Council Task Forces

The City of Bellevue will soon begin the budget process for 2022-2023. I am requesting a Budget Task Force be created to provide guidance and direction with the goal of bringing forward a budget which meets the needs of our City. The Budget Task Force shall begin their work after approval by the City Council and will disband once the 2022-2023 Budget is approved.

I am requesting the appointment of the following members to the 2022-2023 Budget Task Force:

Councilman Paul Cook  
Councilman Jerry McCaw  
Councilwoman Kathy Welch  
City Administrator Jim Ristow

Finance Director Rich Severson  
Public Works Director Doug Clark  
Police Chief Ken Clary  
Fire Chief Perry Guido

To ensure each Council Member has the opportunity to provide input throughout this process, the Task Force Council Members will work directly with another Council Member. Councilman Paul Cook will work with Councilman Thomas Burns, Councilman Jerry McCaw will work with Councilman Bob Stinson, and Councilwoman Kathy Welch will work with Councilman Don Preister.

The Budget Task Force will utilize the assistance and expertise of the City Attorney's Office. I appreciate your support of this Task Force.

Respectfully submitted,



Paul Cook  
City Council President  
Ward III  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

## POLICY RESOLUTION 16

### COUNCIL TASK FORCES

From time to time it will be beneficial for the City Council to investigate, fact find, seek solutions and remedies to issues of policy or operations of government. To facilitate such efforts, it shall be the policy of the City Council to establish Task Forces as working groups.

A Task Force may only be requested by the Mayor or any City Council member. The City Council shall approve the Task Force, and its defined task and objectives, which shall be presented in writing by the City Council member requesting the Task Force. The members of a Task Force shall be appointed by the City Council member requesting the Task Force and shall be approved by the City Council. The members may include up to three (3) City Council members and additional city personnel, if approved by the City Administrator. The City Council shall set a start date and a tentative end date for each Task Force.

The City Clerk shall maintain a Task Force file containing all member names and contact information, starting and ending dates, defined task with objectives, final written report and any further action taken by the City Council as it relates to the Task Force. Task Force members shall be listed on the city's website during the time the Task Force is active.

Upon completion of the defined task, a written report shall be presented at a regular meeting to the City Council for review. The Task Force shall automatically be disbanded after the presentation of the written report unless further action is requested and approved by majority vote of the City Council. In the event further action is requested and approved, the Task Force shall continue until the defined task or further action is completed, at which time another written report shall be presented at a regular meeting to the City Council for review. If at that time no further action is requested and approved, the Task Force shall automatically be disbanded.

Adopted	3/16
Revised	1/21

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

**11a.**  
**3/15/2022**

COUNCIL MEETING DATE: 02/15/2022		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

**SUBJECT:**

Request to rezone Lot 1, F.J. Fitzgerald's Subdivision Replat 2, from RS-84 and ML to BN for the purpose of a childcare center. Applicant: Maria M. Hernandez. General Location: 2516 Chandler Rd. E.

**SYNOPSIS/BACKGROUND:**

The applicant is requesting to rezone a vacant piece of property from RS-84 and ML to BN. If approved, she plans to construct a commercial childcare center. The property abuts heavy commercial and light industrial uses to the north and west. Additionally, there is a convenience store to the south. Single family residences are to the east. The BN zoning district is the most restrictive commercial zoning the city has, and allows for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**


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

**ATTACHMENTS:**

- |                         |                         |                         |
|-------------------------|-------------------------|-------------------------|
| 1. PC Recommendation    | 2. Staff Report         | 3. Ord. No. 4078        |
| 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: 

\*REVISED 10/2019

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Maria M. Hernandez

CASE #: Z-2112-25

CITY COUNCIL HEARING DATE: March 1, 2022

REQUEST: to rezone Lot 1, F.J. Fitzgerald's Subdivision Replat 2, from RS-84 and ML to BN for the purpose of a childcare center.

On January 27, 2022, the City of Bellevue Planning Commission voted, seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon lack of perceived negative impact to the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: January 27, 2022

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBER: Z-2112-25

FOR HEARING OF:

REPORT #1: January 27, 2022

REPORT #2: March 1, 2022

### I. GENERAL INFORMATION

#### A. APPLICANT:

Maria M Hernandez  
3437 W Street  
Omaha, NE 68107

#### B. PROPERTY OWNER:

George Rybar  
1106 Camp Gifford Road  
Bellevue, NE. 68005

#### C. GENERAL LOCATION:

2516 Chandler Road East

#### D. LEGAL DESCRIPTION:

Lot 1, F.J. Fitzgerald's Subdivision, Replat 2, located in the Northeast  $\frac{1}{4}$  of Section 15, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### E. REQUESTED ACTIONS:

Rezone Lot 1, F.J. Fitzgerald's Subdivision from RS-84 and ML to BN.

#### F. EXISTING ZONING AND LAND USE:

RS-84 and ML, Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a rezoning to allow the development of a childcare center.

**H. SIZE OF SITE:**

The site is approximately 1.31 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently vacant and covered with vegetation. There is a partial concrete driveway on the west side of the property.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

- 1. **North:** Single Family Residential/Light Manufacturing, RS-72 and ML
- 2. **East:** Single Family Residential, RS-84
- 3. **South:** General Business (across Chandler Road), BG
- 4. **West:** Heavy General Business, BGH

**C. RELEVANT CASE HISTORY:**

On January 27, 2022, the Planning Commission recommended approval of a request to rezone Lot 1, F.J. Fitzgerald's Subdivision Replat 2, from RS-8 and ML to BN.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.20, Zoning Ordinance, regarding BN uses and requirements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as being light manufacturing and single family residential.

**B. OTHER PLANS:**

If this rezoning request is approved, the applicant intends to construct a childcare facility.

**C. TRAFFIC AND ACCESS:**

1. The MAPA Traffic Flow Data estimates 1,300 vehicles along the east leg of East Chandler Road, near the intersection of East Chandler Road and Fort Crook Road North.
2. The property has access from East Chandler Road.

**D. UTILITIES:**

All utilities are available to this property.

**E. ANALYSIS:**

1. Maria Hernandez has submitted a request to rezone Lot 1, F.J. Fitzgerald's Subdivision Replat 2, from RS-84 and ML to BN for the purpose of a childcare center.

The zoning ordinance defines childcare center as "a facility licensed to provide childcare for 13 or more children."

2. Ms. Hernandez currently operates a childcare home in Omaha, Nebraska.
3. BN (Neighborhood Business District) is the most restrictive commercial zoning district. It is designed to provide for limited commercial uses serving the common and frequent needs of the residents of the immediate vicinity. Some of the permitted uses include: accounting, billing and tax preparations services, art gallery, bank, savings and loan association, childcare center, florist shop, grocery, supermarket, and medical clinics established to provide service to the inhabitants of the local neighborhood and limited to four full-time practitioners in any one building.
4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.  
  
No comments were received on this case.
5. This immediate area is a mix of commercial, light industrial, and single family residential uses. This lot contains two different zonings: ML and RS-84. Staff believes the requested change of zone to BN is an appropriate land use buffer

between the heavier uses to the north, west, and south of the property and the adjacent single family residential neighborhood.

6. A 15' bufferyard is required by Article 9, Zoning Ordinance, between the adjacent existing RS-84 zoning district to the east, and the proposed BN zoning district. In addition, for a commercial childcare facility, all design guidelines of Section 8.12, Zoning Ordinance, and parking requirements of Section 8.01, Zoning Ordinance, would need to be met as part of the building permit process.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon lack of perceived negative impact to the surrounding area.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon lack of perceived negative impact to the surrounding area.

**VI. ATTACHMENTS TO REPORT**

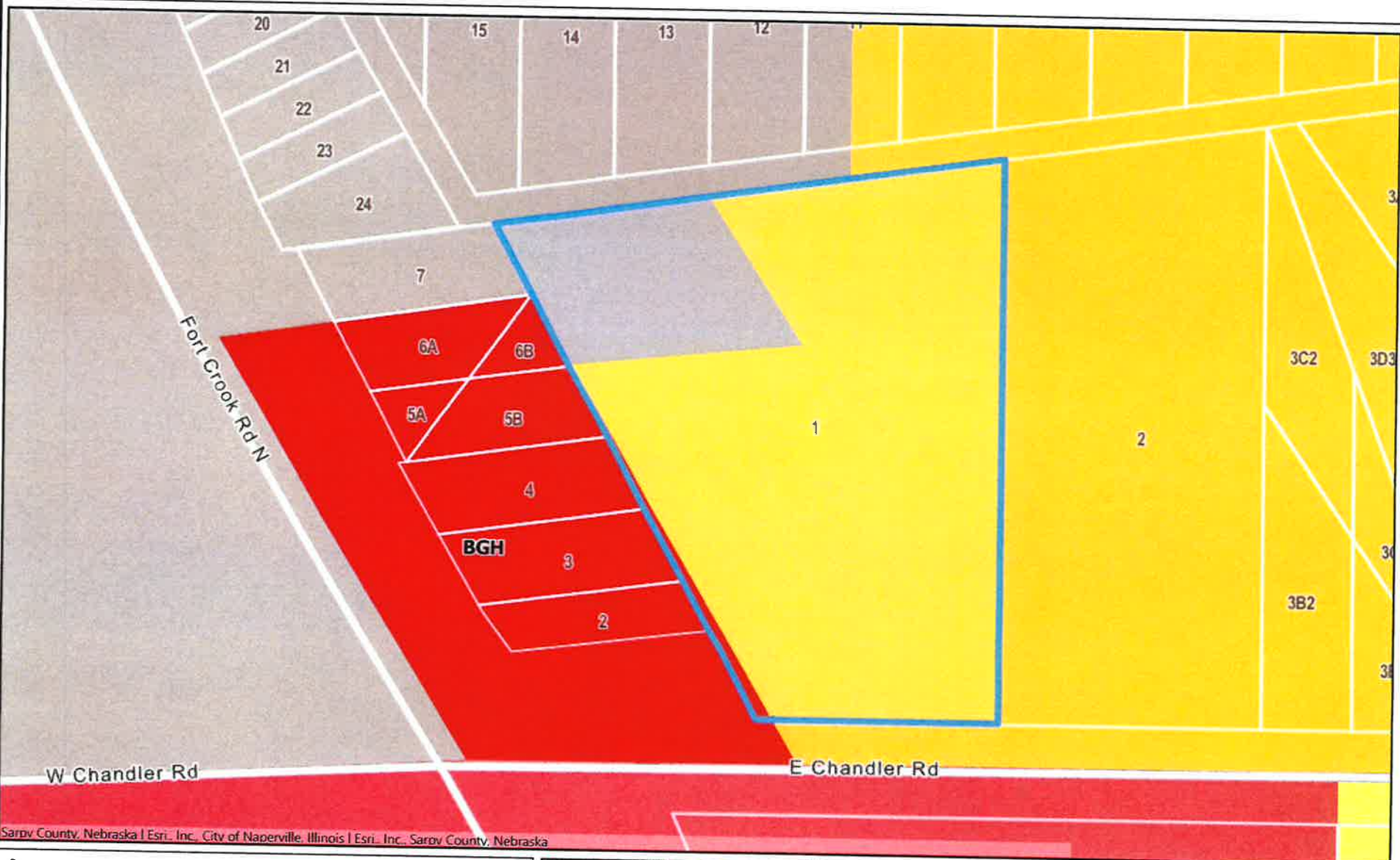
1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Maria Hernandez received December 22, 2021
4. Email from Ellen Stuva received January 27, 2022

**VII. COPIES OF REPORT TO:**

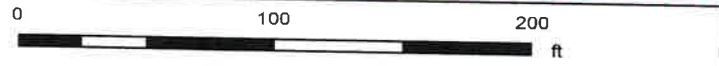
1. Maria Hernandez
2. George Rybar
3. Public Upon Request

 2/7/22  
Assistant Planning Manager

 02/07/22  
Planning Manager                      Date of Report



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



Map Scale 1: 1128

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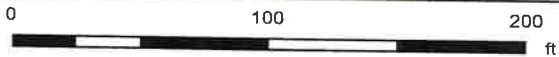


Notes





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



Map Scale 1: 1128

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Notes



12/21/21

Hello,

My name is Maria M. Hernandez, I want to rezone the lot I will buy into a commercial zone. Im planning on doing a childcare center in that property, there is a quick trip in the front of the lot a mechanic shop on the side. Once the zoning code has been changed, we will submit the paperwork to get a plan in motion to start building the childcare center. I currently have a childcare in home in Omaha Nebraska that is doing great. The childcare center will be a great new asset to Bellevue especially the location where the lot is. I'm hoping to be able to change the zoning code to start planning this new venture and let my current business grow.

If you have any further questions please feel free to call me at (402) 320-8694.

Thank you,

Maria M Hernandez

Maria M. Hernandez

RECEIVED  
DEC 22 2021  
PLANNING DEPT.

## Tammi Palm

---

**From:** Ellen Stuva <bstuva1@cox.net>  
**Sent:** Thursday, January 27, 2022 7:21 PM  
**To:** Tammi Palm  
**Subject:** Case # Z-2112-25 Maria Hernandez

Hello,

I am resident and owner of 2605 Sidney Street, my property is north of proposed project and backyard meets with northeast portion of 2516 Chandler property.

Questions/concerns that I have regarding the proposed child care center:

-Mrs Hernandez other day care center per website is a 24 hour operation. Will this be plan for this site and is this appropriate for a residential area?

-Will the structure be a residential or business structure?

-What is the proposed number of children and staff?

-There is much congestion currently with traffic entering and exiting QT off Chandler which sometimes backs up onto Fort Crook Road, this would be further complicated by traffic attempting to enter and exit this property.

-Will there be plans or expectations for a privacy fence or other type of closed? There are safety concerns with Chandler and Fort Crook being so close and very busy streets. As a homeowner, I have concerns for noise and loss of privacy as well as potential liability if children would enter my property.

Thanks in advance for allowing me to share my concerns. If these questions should be addressed to someone else, please let me know.

Thanks,

Ellen Stuva

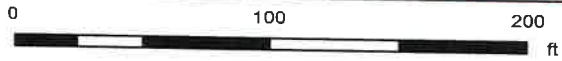


SARPY COUNTY  
NEBRASKA

2516 Chandler Rd E



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



Map Scale 1: 1128

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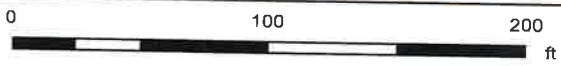


Notes





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



Map Scale 1: 1128

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Notes



ORDINANCE NO. 4078

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 2516 CHANDLER ROAD EAST, 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, F.J. Fitzgerald’s Subdivision Replat 2, located in the Northeast ¼ of Section 15, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From RS-84 (Single-Family Residential – 8,400 Square Foot Zone) and ML (Light Manufacturing District) to BN (Neighborhood Business District)

(Maria M. Hernandez)

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

## Shirley Harbin

---

**From:** Susan Kluthe  
**Sent:** Tuesday, March 1, 2022 7:38 AM  
**To:** Shirley Harbin  
**Subject:** FW: 2516 Chandler Road East

-----Original Message-----

**From:** Ellen Stuva <bstuva1@cox.net>  
**Sent:** Monday, February 28, 2022 7:46 PM  
**To:** Susan Kluthe <Susan.Kluthe@bellevue.net>  
**Cc:** Paul Cook <paul.cook@bellevue.net>  
**Subject:** 2516 Chandler Road East

RECEIVED  
MAR 01 2022  
CITY CLERK

I have received noticed of rezoning of t2516 Chandler Road East. My house is in northeast edge of this property, 2605 Sidney Street. I previously sent a letter to Planning Department and will share same concerns/questions to the City Council. I apologize that I am unable to attend this meeting in person.

-I have received information that the intent is for the Day Care center to hold up to 150 children. This is size of a small school. I do not know the exact boundaries of lot but are does not seem like big enough space to accommodate.

-What is the proposed structure type, a few stories in order to allow for that number of children? If so, are there regulations on building size when in a residential area. There are businesses nearby, but these are all one story buildings.

-It looks like day care regulations vary, some numbers I have seen are 1:10-12 staff/ child so this would require 15-20 staff with parking in addition to the parking necessary for parents drop off and pick up.

-Is there a proposed design of there project? Where will parking lots, playgrounds, building be located on property?

-traffic concerns- this area already very congested regardless of time of day with cars entering and leaving QT in addition to those traveling east and west on Chandler. The cars are often stopped on Fort Crook Road waiting to enter QT or continue traveling east on Chandler. This situation is worse during or after a train has gone by, stopping traffic just north of Fort Crook Road. I cannot imagine how difficult it would be for cars trying to enter or exit this property, I think it will cause further back up onto Fort Crook Road. Or is the proposal to have entrance from a different area than Chandler Road?

-What type of fence or would be around the center and will there be fences provided for those with adjacent properties? Are there regulations defining the distance of a day care or any business from a property?

-Rusty Hike is the realtor for this property, will he be abstaining from discussion and voting on the issue? It seems that it would be a conflict of interest for him to do so.

Please let me know if you need any comments clarified. Thanks for your time

Respectfully,

Ellen Stuva

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11b. & 11b.1  
3/15/2022

COUNCIL MEETING DATE: 02/15/2022		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

**SUBJECT:**

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

**SYNOPSIS/BACKGROUND:**

The applicant is requesting a change of zone and platting to facilitate phases 4 and 5 of the Spring Ridge development near South 21st Street and Gilmore Lake Road. The applicant is proposing a single and multi-family residential development consisting of a mix homes, apartment buildings, and rowhouses.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

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

**ATTACHMENTS:**

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4079"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Byler-Robin*  
*[Signature]*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Orchard Valley, Inc.

CASE #'s: Z-2103-02, and S-2103-05

CITY COUNCIL HEARING DATE: March 1, 2022

REQUEST: to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "J," Spring Ridge.

On January 27, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations.

**VOTE:**

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

Planning Commission Hearing (s) was held on: January 27, 2022

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 3

CASE NUMBERS: S-2103-05  
Z-2103-02

FOR HEARING OF:  
REPORT #1: August 26, 2021  
REPORT #2: January 27, 2022  
REPORT #3: March 1, 2022

### I. GENERAL INFORMATION

#### A. APPLICANT:

Orchard Valley, Inc.  
Melvin Sudbeck  
16255 Woodland Drive  
Omaha, NE 68154

#### B. PROPERTY OWNERS:

Orchard Valley, Inc.  
16255 Woodland Drive  
Omaha, NE 68154

Lionel and Martha Mora  
1902 Lola Avenue  
Bellevue, NE 68147

#### C. GENERAL LOCATION:

21<sup>st</sup> Street and Gilmore Lake Road

#### D. LEGAL DESCRIPTION:

Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest  $\frac{1}{4}$  of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE.

#### E. REQUESTED ACTIONS:

1. Rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, from AG and BG to RA, BG, and RG-8-PS, with site plan approval, for the purpose of single family and multi-family residential development.

2. Preliminary plat Lots 154 through 196, and Outlots “F” through “J,” Spring Ridge.

**F. EXISTING ZONING AND LAND USE:**

AG and BG; Vacant/Agricultural, Single Family Residential, and VFW Post 10727

**G. PURPOSE OF REQUEST:**

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

**H. SIZE OF SITE:**

The site is approximately 39 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Proposed Lot 154 is developed with a single family residence constructed in 2014. Most of the property is vacant and most recently used agriculturally. Additionally, the VFW Post 10727 is located on a portion of proposed Outlot H at the east end of Gilmore Lake Road.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

1. **North:** Single Family Residential/Vacant RS-72 and RD-60
2. **East:** Highway 75 Right-of-Way
3. **South:** Vacant, AG
4. **West:** Single Family Residential, RS-72, and RS-72-PS

**C. REVELANT CASE HISTORY:**

1. On January 24, 2013 the Planning Commission continued a request to rezone Lots 1 through 147, and Outlots A and B, Spring Ridge, being a platting of part of Tax Lot 13A, lying north of Tax Lot 6A2A; Part of Tax Lot 12 (irregular 809.99' x 554.44'); and Lots 92A and 93A, Childs Estate Acres; all located in Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG and RS-72 to RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 147, and Outlots A and B, Spring Ridge. Action on this request was continued until the February 28, 2013 Planning Commission meeting.

2. On February 28, 2013, the Planning Commission recommended approval of a request to rezone Lots 1 through 147, and Outlots A and B, Spring Ridge, being a platting of part of Tax Lot 13A, lying north of Tax Lot 6A2A; Part of Tax Lot 12 (irregular 809.99' x 554.44'); and Lots 92A and 93A, Childs Estate Acres; all

located in Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG and RS-72 to RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 147, and Outlots A and B, Spring Ridge. On April 8, 2014, the City Council approved the final plat of Lots 1 through 45 and Outlot A, Spring Ridge, contingent upon the improvement of Gilmore Lake Road.

3. On April 24, 2014, the Planning Commission recommended approval of a request to rezone Lots 1 through 203, and Outlots A through F, Spring Ridge, being a platting of Lots 91, 92A, 92B, 93A, 93B, 94 through 96, 109 through 111, and 114, Childs Estate Acres; Lots 1 and 2, Bohac Addition; part of Outlot B, Green Meadows; that part of Tax Lot 13A, lying north of Tax Lot 6A2A, except for 33'; Tax Lots 5A2 and 6A2; the irregular 809.99' x 554.44' tract being a part of Tax Lot 12; the irregular southeast 10.21 acres of Tax Lot 12; the approximate 139.82' x 780' tract being part of Tax Lot 12; together with the portions of vacated 23<sup>rd</sup> Street, Cary Street, and Concord Street; all located in Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from AG, RS-72, RD-60, and BG to BG, RS-72, RD-60, and RG-20; and preliminary plat Lots 1 through 203, and Outlots A through F, Spring Ridge. The City Council approved this request on June 9, 2014.

4. On September 24, 2014, the Planning Commission recommended approval of a request to final plat Lots 1 through 153, and Outlots A through E, Spring Ridge, being a platting of Lots 91, 92A, 92B, 93A, 93B, 94 through 96, 109 through 111, and 114, Childs Estate Acres; together with the drainage alley adjacent to the west line of said Lot 110, together with part of vacated Cary Street, Concord Street, and 23<sup>rd</sup> Street lying within said Childs Estate Acres, part of Tax Lots 5A2 and 6A2, and part of Tax Lot 13 north of Tax Lot 6A2A except 33'; all located in the Northwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE. The City Council approved this request on October 13, 2014.

5. On August 26, 2021, the Planning Commission continued a request to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "J," Spring Ridge.

6. On October 28, 2021, the Planning Commission continued a request to rezone Lots 154 through 196, and Outlots "F" through "J," Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots "F" through "J," Spring Ridge.

7. On December 16, 2021, the Planning Commission continued a request to rezone Lots 154 through 196, and Outlots “F” through “J,” Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots “F” through “J,” Spring Ridge.

8. On January 27, 2022, the Planning Commission recommended approval of a request to rezone Lots 154 through 196, and Outlots “F” through “J,” Spring Ridge, being a platting of Tax Lot 12, Tax Lot 13A, Lot 2 Bohac Addition, and Outlot B, Green Meadows, all located in the Southwest ¼ of Section 22, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE from AG and BG to RA, BG, and RG-8-PS for the purpose of single family and multi-family residential development; and preliminary plat Lots 154 through 196, and Outlots “F” through “J,” Spring Ridge.

#### **D. APPLICABLE REGULATIONS:**

1. Section 5.06, Zoning Ordinance, regarding RA uses and requirements.
2. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.
3. Section 5.17, Zoning Ordinance, regarding Planned Subdivision (-PS) uses and requirements.
4. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
5. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
6. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
7. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

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

#### **B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data information available for this area.
2. Access is proposed from newly constructed extensions of Lola Avenue, Gilmore Lake Road, and Morrie Drive. The proposed multi-family development will have private streets.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Melvin Sudbeck, on behalf of Orchard Valley, Inc., has submitted a request to preliminary plat Lots 154 through 196, and Outlots F through J, Spring Ridge, for the purpose of single family and multi-family residential development.
2. The applicant is also requesting a change in zone from AG and BG to BG (General Business), RA (Residential Agriculture), and RG-8-PS (General Residence, 800 Square Foot Zone, Planned Subdivision) for Lots 154 through 196, and Outlots F through J, Spring Ridge.

Lots 155 through 196, along with Outlots F, G, I, and J will be zoned RS-8-PS for the purpose of multi-family residential development.

Lot 154 will be zoned RA to accommodate the existing single family residential development on this property.

Outlot H contains a portion of the VFW Post 10727. Their existing property is zoned BG. Outlot H will be zoned BG to stay consistent with the remainder of their property and use thereof.

3. In addition to the rezoning of Lots 154 through 196, site plan approval is also being requested.

Lots 155 through 174 will be developed as single family residences, with the following setbacks:

- Front yard – 25 feet
- Rear yard – 25 feet
- Side yard – 5 feet
- Street side yard – 15'

In comparison, the typical single family residence constructed in the RG-8 zoning district must have the following setbacks:

- Front yard – 25 feet
- Rear yard – 10’
- Side yard – 3’
- Street side yard – 5’

Lots 175 through 177, 180 through 181, and 184 through 185 will be constructed with multi-family residential buildings. Each building will house between 48 and 68 units, with a total of 408 units in seven buildings. Lot 183 will be constructed as a clubhouse for the development, with amenities to include a pool, workout room, and event space. The applicant has indicated other amenities may include benches, playground, and a dog park.

Lots 178 through 179, Lot 182, and Lots 186 through 196 will be constructed with three- to seven-unit row homes, with a total of 74 row homes.

Lot 154 is developed with a single family residence constructed in 2014. It is presently a non conforming agricultural tax lot. The applicant is purchasing a portion of the tax lot to include in this development; therefore, the entire parcel is being included in the preliminary plat.

4. The site plan shows 363 surface parking stalls, and 336 garage spaces in the apartment buildings, for a total of 699 parking stalls available. The row homes will also have 148 internal stalls, and 26 external stalls.
5. The proposed subdivision will develop in two different phases, working from north to south.
6. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County Planning Director, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio-Missouri NRD, 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.

Sarpy County IS/GIS/Public Safety returned comments in regards to proposed street names. The applicant has since satisfied their concerns.

Public Works Engineering Manager Dean Dunn had technical comments pertaining to the initial drainage, grading, street profiles, storm sewer, paving plans, and preliminary utility plan. The applicant has made the requested revisions.

The Public Works Department requested an updated traffic study for Phases IV and V of this development. The original traffic study was done with the preliminary platting in 2014. Based on the updated traffic impact analysis, some improvements will need to be made to South 25<sup>th</sup> Street in addition to improving Gilmore Lake Road. A southbound turn lane at the intersection of South 25<sup>th</sup> Street and Gilmore Lake Road is recommended by 2025. Additionally, a northbound turn lane is recommended by 2025 at the intersection of South 25<sup>th</sup> Street and Morrie Drive. These improvements will be part of the Gilmore Lake Road infrastructure and will be addressed in the amended Spring Ridge Subdivision Agreement, which will be finalized with the final plat process.

No other comments were received on this case.

7. A portion of the VFW Post 10727 sits on proposed Outlot H. The VFW structure was built in 1981. The applicant has worked with the VFW since the original Spring Ridge platting was approved in 2014. The developer has facilitated an easement agreement with the VFW which will be recorded prior to the filing of the final plat.

8. Construction of this development is contingent upon the improvement of Gilmore Lake Road. When the original Spring Ridge plat was approved in 2014, the applicant was to be responsible for 25% of these costs, along with the city, Sarpy County, and SID 279 (Spring Creek). Since that time, the city has annexed the Spring Creek subdivision, therefore assuming 75% of the improvement costs. The applicant and his development team have been in discussions with the city regarding the planned improvements for Gilmore Lake Road. These engineering conversations are ongoing. Finalized costs and timing will be part of the amended Spring Ridge Subdivision Agreement. A draft of this document has been submitted and is under review by the City Attorney.

9. The original Spring Ridge preliminary plat approved by City Council on June 9, 2014 included 45 single family residential lots in Phase IV, with 11.23 acres of RG-20 zoned property to be developed as multi-family residential, with future site plan approval. The current preliminary plat proposal has 20 single family residential lots abutting similarly developed property, with the remainder being developed as multi-family residential.

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

11. Per Section 8.12, Zoning Ordinance, the apartment buildings and row homes will need to meet the city's design standards. Compliance with these regulations will be reviewed as part of the building permit process.

12. Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of \$32,589.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations.

**VI. ATTACHMENTS TO REPORT**

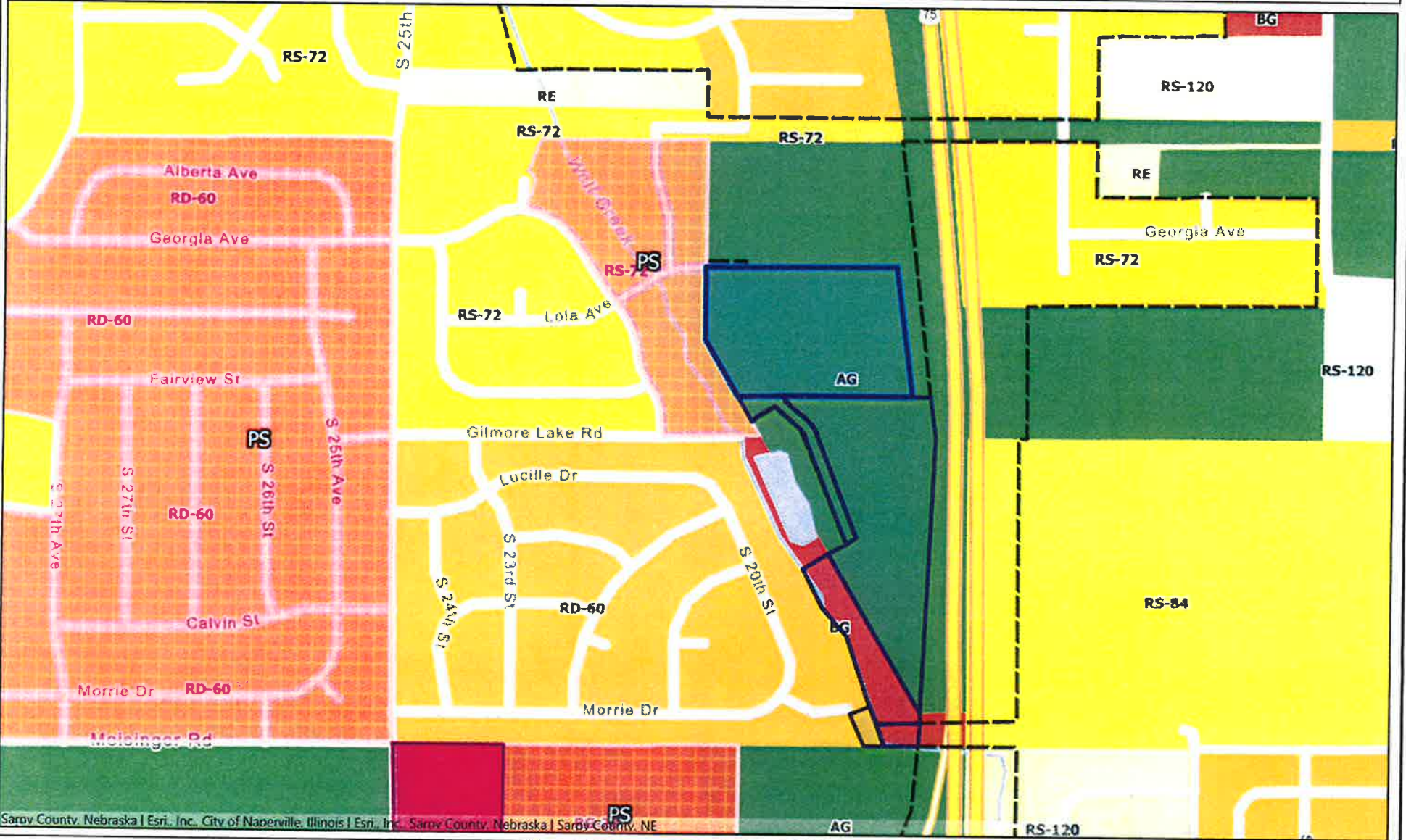
1. Vicinity map/Zoning Map
1. 2020 GIS aerial photo of the property
2. Preliminary plat received January 19, 2022
4. Site plan received January 19, 2022
5. Landscape plan received January 19, 2022
6. Recreational needs/zoning justification received August 5, 2021
7. Planned Subdivision zoning justification received August 19, 2021
8. Email from Patricia Kyle received December 9, 2021

**VII. COPIES OF REPORT TO:**

1. Orchard Valley, Inc.
2. Lionel and Martha Mora
3. FoleyShald Engineering
4. Robert Peterson
5. Public Upon Request

  
Assistant Planning Manager

  
Planning Manager                      Date of Report



Map Scale 1: 9028

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 | Sarpy County, NE



Map Scale 1: 9028

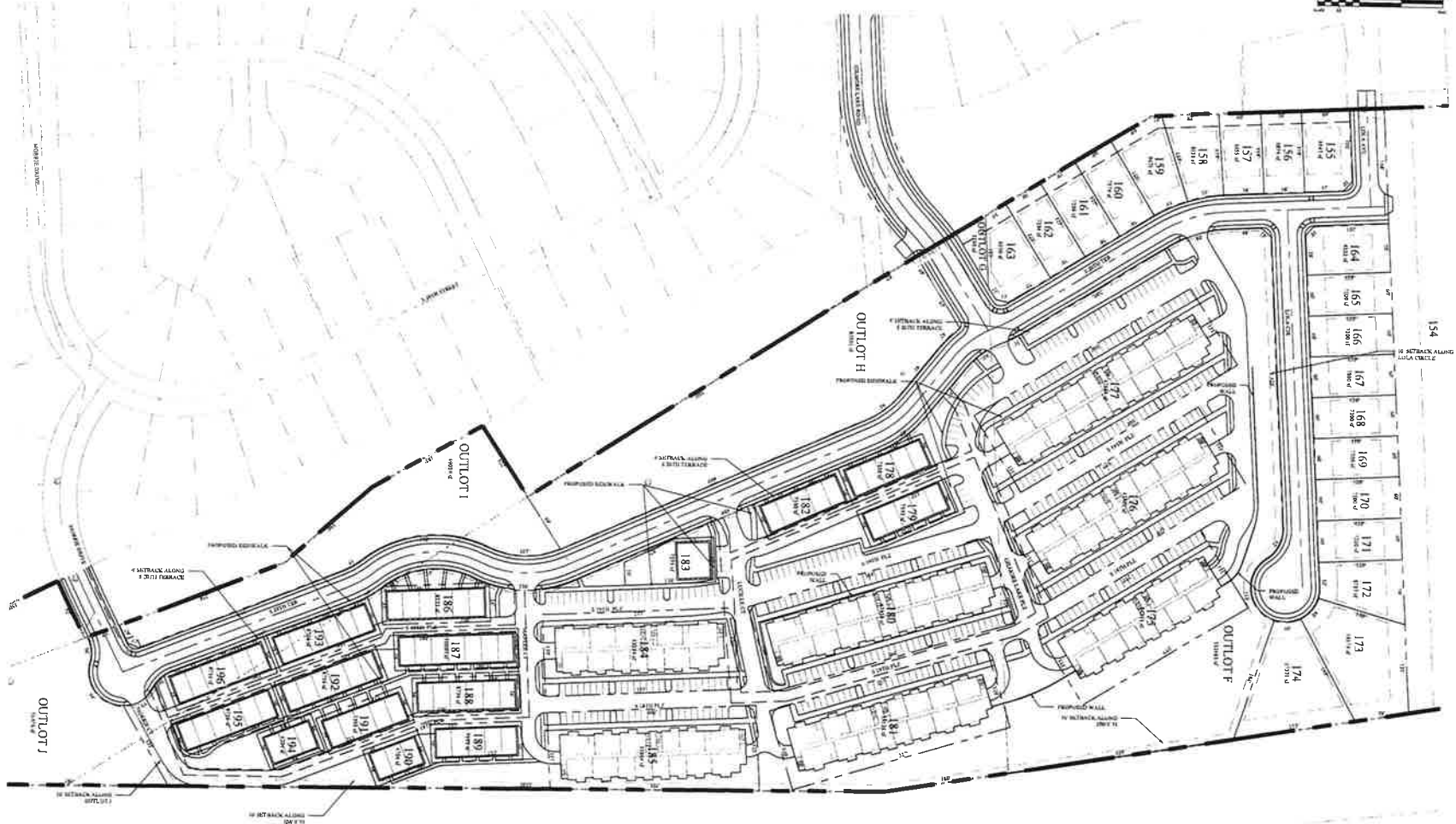
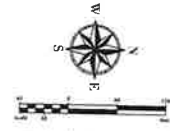
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Notes







**REVISIONS**

NUMBER	DATE	DESCRIPTION
R-001	01/18/22	ISSUE FOR CITY REVIEW
R-002	01/18/22	REVISIONS
R-003	01/18/22	REVISIONS
R-004	01/18/22	REVISIONS
R-005	01/18/22	REVISIONS
R-006	01/18/22	REVISIONS

Spring Ridge  
Bellevue, NE  
FSE # 020.001

January 18, 2022

Planned Subdivision  
Site Plan

**RECEIVED**  
**JAN 19 2022**  
**PLANNING DEPT.**

**NOTES**

- PROPOSED ACCESS DRIVEWAYS, STORM DRAINAGE & SANITARY SEWER CONNECTIONS TO BE PROVIDED AS SHOWN ON THIS SET OF PLANS FOR THE PROJECTS DESCRIBED HEREIN.
- NO LOTS WILL HAVE SIDEYARD ACCESS TO OUTLOT F OR OUTLOT H.
- OUTLOT F SHALL BE DEVELOPED AS A COMMON ACCESS DRIVEWAY TO THE LOTS ADJACENT TO IT.
- LOTS 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199 SHALL HAVE A SIDEYARD ACCESS TO THE COMMON DRIVEWAY.

**ZONING**

CONFORMS TO THE ZONING REGULATIONS OF THE CITY OF BELLEVUE, NE. THE ZONING REGULATIONS ARE AVAILABLE AT: [www.ci.bellevue.ne.us](http://www.ci.bellevue.ne.us)

GENERAL NOTES:  
1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.  
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

**ZONING REGULATORS**

LOT	AREA	FRONT YARD	REAR YARD	SIDE YARD	REAR YARD
154	10,000 SF	10 FT	10 FT	5 FT	10 FT
155	10,000 SF	10 FT	10 FT	5 FT	10 FT
156	10,000 SF	10 FT	10 FT	5 FT	10 FT
157	10,000 SF	10 FT	10 FT	5 FT	10 FT
158	10,000 SF	10 FT	10 FT	5 FT	10 FT
159	10,000 SF	10 FT	10 FT	5 FT	10 FT
160	10,000 SF	10 FT	10 FT	5 FT	10 FT
161	10,000 SF	10 FT	10 FT	5 FT	10 FT
162	10,000 SF	10 FT	10 FT	5 FT	10 FT
163	10,000 SF	10 FT	10 FT	5 FT	10 FT
164	10,000 SF	10 FT	10 FT	5 FT	10 FT
165	10,000 SF	10 FT	10 FT	5 FT	10 FT
166	10,000 SF	10 FT	10 FT	5 FT	10 FT
167	10,000 SF	10 FT	10 FT	5 FT	10 FT
168	10,000 SF	10 FT	10 FT	5 FT	10 FT
169	10,000 SF	10 FT	10 FT	5 FT	10 FT
170	10,000 SF	10 FT	10 FT	5 FT	10 FT
171	10,000 SF	10 FT	10 FT	5 FT	10 FT
172	10,000 SF	10 FT	10 FT	5 FT	10 FT
173	10,000 SF	10 FT	10 FT	5 FT	10 FT
174	10,000 SF	10 FT	10 FT	5 FT	10 FT
175	10,000 SF	10 FT	10 FT	5 FT	10 FT
176	10,000 SF	10 FT	10 FT	5 FT	10 FT
177	10,000 SF	10 FT	10 FT	5 FT	10 FT
178	10,000 SF	10 FT	10 FT	5 FT	10 FT
179	10,000 SF	10 FT	10 FT	5 FT	10 FT
180	10,000 SF	10 FT	10 FT	5 FT	10 FT
181	10,000 SF	10 FT	10 FT	5 FT	10 FT
182	10,000 SF	10 FT	10 FT	5 FT	10 FT
183	10,000 SF	10 FT	10 FT	5 FT	10 FT
184	10,000 SF	10 FT	10 FT	5 FT	10 FT
185	10,000 SF	10 FT	10 FT	5 FT	10 FT
186	10,000 SF	10 FT	10 FT	5 FT	10 FT
187	10,000 SF	10 FT	10 FT	5 FT	10 FT
188	10,000 SF	10 FT	10 FT	5 FT	10 FT
189	10,000 SF	10 FT	10 FT	5 FT	10 FT
190	10,000 SF	10 FT	10 FT	5 FT	10 FT
191	10,000 SF	10 FT	10 FT	5 FT	10 FT
192	10,000 SF	10 FT	10 FT	5 FT	10 FT
193	10,000 SF	10 FT	10 FT	5 FT	10 FT
194	10,000 SF	10 FT	10 FT	5 FT	10 FT
195	10,000 SF	10 FT	10 FT	5 FT	10 FT
196	10,000 SF	10 FT	10 FT	5 FT	10 FT
197	10,000 SF	10 FT	10 FT	5 FT	10 FT
198	10,000 SF	10 FT	10 FT	5 FT	10 FT
199	10,000 SF	10 FT	10 FT	5 FT	10 FT

**OUTLOT USAGE TABLE**

OUTLOT	RESERVED	AVAIL. FOR RESIDENTIAL	AVAIL. FOR COMMERCIAL	AVAIL. FOR INDUSTRIAL	AVAIL. FOR OTHER
F	0	0	0	0	0
H	0	0	0	0	0
J	0	0	0	0	0
K	0	0	0	0	0

**MULTI-FAMILY SUMMARY (OUTLOT F & LOTS 175 - 196)**

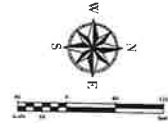
TYPE	AREA	NO. OF UNITS
APARTMENT	10,000 SF	10
TOTAL UNITS	10,000 SF	10

**BUILDING SUMMARY**

TYPE	AREA	NO. OF UNITS
APARTMENT	10,000 SF	10
TOTAL UNITS	10,000 SF	10

**PARKING SUMMARY**

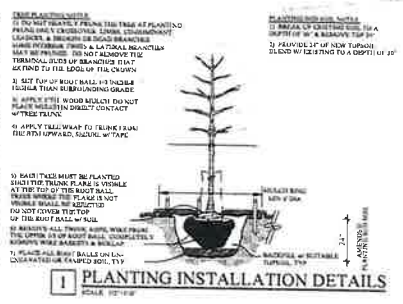
TYPE	AREA	NO. OF SPACES
APARTMENT	10,000 SF	10
TOTAL SPACES	10,000 SF	10



REVISIONS

NUMBER	DATE	DESCRIPTION
1-001	11/19/21	ORIG. CITY REVIEW
1-002	1/14/22	REDESIGN
1-003	1/14/22	CHANGE CITY REVIEW
1-004	1/20/22	CITY REVIEW

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	14	OLEA FRAXINOSA 'NANA'	EUROPEAN HOLM OAK	12"	P&B
B	8	ALNUS FRAXINOSA 'FRAXINOSA'	WALNUT	12"	P&B
C	4	QUERCUS PRINCEPIBUS	WHITE OAK	12"	P&B
D	4	FRAXINUS FRAXINOSA	FRAXINUS	12"	P&B
E	4	MAHOGANY	MAHOGANY	12"	P&B
F	11	MAHOGANY	MAHOGANY	12"	P&B
G	11	MAHOGANY	MAHOGANY	12"	P&B
H	1	MAHOGANY	MAHOGANY	12"	P&B
I	12	MAHOGANY	MAHOGANY	12"	P&B
J	12	MAHOGANY	MAHOGANY	12"	P&B
K	20	MAHOGANY	MAHOGANY	12"	P&B
L	20	MAHOGANY	MAHOGANY	12"	P&B



**NOTES**

1. ALL PLANTING SHALL BE INSTALLED PER CITY OF LINCOLN REQUIREMENTS.
2. TREE PLANTING SHALL BE IN ACCORDANCE WITH APPROVAL AT TIME OF TREE INSTALLATION FOR EACH KIND OF TREE SPECIES.

Spring Ridge  
Bellevue, NE  
FSE #: 020 001  
January 18, 2022

RECEIVED  
JAN 19 2022  
PLANNING DEPT.



August 5, 2021

**SPRING RIDGE PHASES 4/5 – RECREATIONAL NEEDS**

The Phase 4/5 community site will have large areas of common space within proposed Outlots F and H which will include green space available to residents. This green space will include landscaping and a sidewalk network as shown in the Planned Subdivision and may also include other amenities including benches, gathering areas, playgrounds, and/or dog parks. Additionally, Lot 177 is proposed as a community clubhouse which could include amenities such as a pool, workout room, study area, and/or event room.

**SPRING RIDGE PHASES 4/5 – REZONING JUSTIFICATION**

We are requesting that the City of Bellevue accept the proposed rezoning as per the Preliminary Plat for Spring Ridge Phases 4/5. The existing zoning for the project area is Agricultural District (AG) and General Business District (BG). Proposed zoning is Residential Agricultural District (RA), General Residential (RG-8-PS), and General Business District (BG). The future land use for the site includes Multi Family Residential (MFR), Medium Density Residential (MDR), and Commercial (C). Through meetings with City Staff, we believe the proposed rezoning of the site meets the future land use, transitioning from medium density residential on the north to multifamily residential on the south.

Lot 196 is proposed as “RA” to help transition an existing “AG” acreage lot towards the proposed future land use of “MDR”. The proposed zoning better meets the current use of the property as a large residential lot. Outlot G is being created to possibly be incorporated into the existing VFW facility and thus is proposed as “BG” to provide an area that meets the future land use, “C”. This will match the existing zoning designation of the VFW building and Gilmore Lake to the west, making the entirety of Gilmore Lake and the VFW one cohesive zone. Most of the proposed site, including Lots 154-195 and Outlots F, H, & I, is proposed as “RG-8-PS”. This rezoning would replace an existing farm field with a mixture of residential units. The north and west side of this area (Lots 162-173) provides single-family detached lots meeting the future land use of “MDR”. The central and southern part of this area (Lots 174 – 195) provide apartments and rowhomes to meet the future land use of “MFR”.

**RECEIVED**

**AUG 05 2021**

**PLANNING DEPT.**

**SPRING RIDGE PHASES 4/5 – PLANNED SUBDIVISION JUSTIFICATION**

Based on the pre-application meeting held on December 8, 2020 and staff recommendation, this project is requesting a Planned Subdivision (PS) overlay district.

The proposed site layout has unique characteristics that require the utilization of a planned subdivision district. The future land use for the site includes Multi Family Residential (MFR), Medium Density Residential (MDR). The proposed site is transitioning from single family on the north to multi-family apartments central to townhomes/rowhomes on the south.

This overlay allows for the proposed site to have individual lots for each apartment and townhome building while still having public access, owned and maintained by the homeowners association, over all the parking and common space.

The townhomes are proposed 3 story buildings with 2 car attached garages, commonly used in redevelopment areas. These have patio access along street right of way with garage access in rear alley areas. This allows for the development to have no garage frontages along the townhome area right-of-way. To get the unique characteristic that is sought with these types of buildings, there is also a reduced yard setback to locate the buildings closer to the right-of-way.

We believe the unique nature of the development warrants the use of the planned subdivision overlay and will allow for an innovative development to be constructed to meet the needs of the city and future land use.

RECEIVED  
AUG 19 2021  
PLANNING DEPT.

December 9, 2021

VIA EMAIL: [tammi.palm@bellevue.net](mailto:tammi.palm@bellevue.net)  
PLANNING DEPARTMENT  
CITY OF BELLEVUE  
1500 WALL STREET  
BELLEVUE NE 68005

RECEIVED  
DEC 09 2021  
PLANNING DEPT.

Re: Planning Commission Meeting – December 16, 2021  
Location: South 21<sup>st</sup> Street and Gilmore Lake Road  
Applicant: Orchard Valley, Inc.

To Members of the Planning Commission:

As a concerned citizen whose property abuts Gilmore Lake Road, I wish to voice my concern regarding the rezoning which I assume is to allow continued housing growth by Orchard Valley, Inc. For many years there has been a serious water/drainage issue with the creek which is adjacent to said property with the continued housing development. When there is a heavy rain the water flows over Gilmore Lake Road and is washing away the adjacent property owner's land. On several occasions my 8 foot privacy fence has been washed away.

The continued development adjacent to the creek does not help the situation as the paved streets in the subdivision simply allows water to flow faster to the creek and in turn the creek cannot accommodate that much flow. The culverts need to be replaced underneath Gilmore Lake Road with larger ones and the drainage issue addressed so the creek flows smoothly through larger culverts. (The current culverts are not doing any good, the creek has made a new flow which is causing excess erosion.)

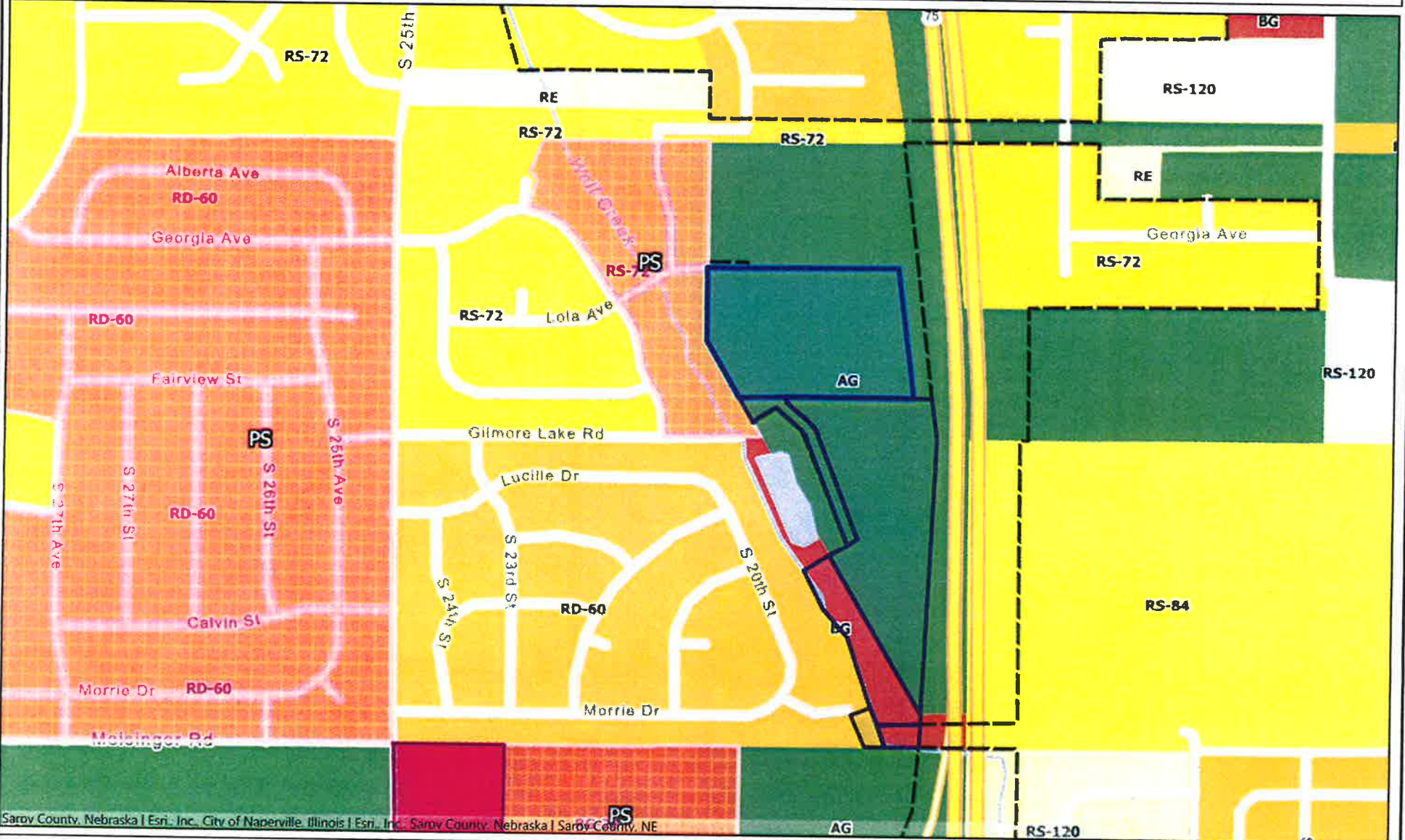
I strongly object to the rezoning for residential housing being constructed until the water/drainage issue along Gilmore Lake Road is corrected. I feel the developer needs to take some responsibility for this as well as the City of Bellevue.

I know this issue has previously been addressed when the first subdivision adjacent to Gilmore Road was constructed and at that time the condition of the road and the drainage was to be addressed by that developer, however, nothing ever happened.

I would strongly encourage the members of the Planning Commission to consider this letter and please move to take some action to fix the problem. It may be prudent to have the city engineer and/or water drainage district look at the problem. Thank you.

Sincerely,

Patricia Kyle  
9503 South 20<sup>th</sup> Street  
Bellevue, NE 68147  
402-598-6675



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



Map Scale 1: 9028

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Notes





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



Map Scale 1: 9028

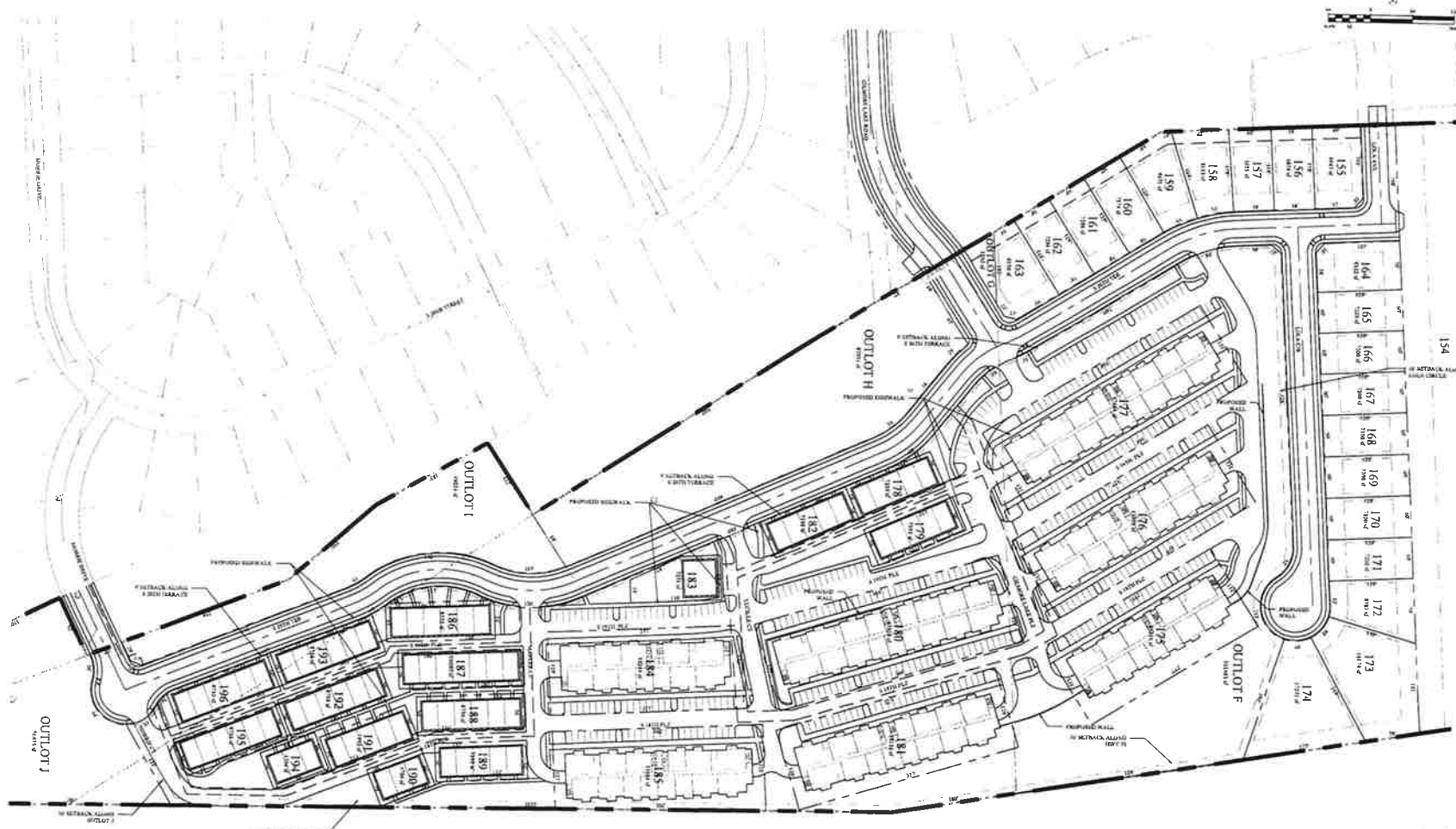
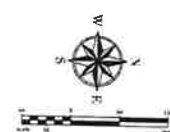
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes







REVISIONS

NUMBER	DATE	DESCRIPTION
R-01	11/20/21	ISSUAL
R-02	11/23/21	CITY REVIEW
R-03	12/09/21	ROAD ALIGNMENT CHANGE
R-04	11/24/21	CITY REVIEW
R-05	12/02/21	CITY REVIEW

Spring Ridge  
Bellevue, NE  
FSE #: 020.001

January 18, 2022

Planned Subdivision  
Site Plan

RECEIVED  
JAN 19 2022  
PLANNING DEPT.

**NOTES**

- 1. PROPOSED ACCESS VARIATIONS, STREET SUPER & DRAINAGE ELEVATIONS AND EASEMENT BOUNDARIES TO BE PROVIDED AS REQUIRED BY CITY OF IOWA VIA TWO SEPARATE RECORDS.
- 2. ALL LOTS SHALL HAVE SURETY BONDING AS REQUIRED BY IOWA. THE CITY OF IOWA IS NOT RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROPOSED ACCESS VARIATIONS, STREET SUPER & DRAINAGE ELEVATIONS AND EASEMENT BOUNDARIES. THE CITY OF IOWA IS NOT RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROPOSED ACCESS VARIATIONS, STREET SUPER & DRAINAGE ELEVATIONS AND EASEMENT BOUNDARIES.
- 3. ALL LOTS SHALL HAVE SURETY BONDING AS REQUIRED BY IOWA. THE CITY OF IOWA IS NOT RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROPOSED ACCESS VARIATIONS, STREET SUPER & DRAINAGE ELEVATIONS AND EASEMENT BOUNDARIES.

**ZONING**

LOT 190  
SUBDIVISION DISTRICT (S/D)  
GENERAL BUSINESS (GB)

PERMITTED:  
GENERAL BUSINESS (GB) - USE LOTS 155 - 196, OUTLOTS C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

**ZONING REGULATORS**

NO.	SETBACK	FRONT YARD	REAR YARD	SIDE YARD	MIN. 1ST FLOOR	MIN. 2ND FLOOR
1	FRONT YARD	25 FEET	10 FEET	5 FEET	0 FEET	0 FEET
2	REAR YARD	10 FEET	25 FEET	5 FEET	0 FEET	0 FEET
3	SIDE YARD	5 FEET	5 FEET	10 FEET	0 FEET	0 FEET
4	MIN. 1ST FLOOR	0 FEET	0 FEET	0 FEET	10 FEET	10 FEET
5	MIN. 2ND FLOOR	0 FEET	0 FEET	0 FEET	10 FEET	10 FEET

1) SETBACKS ON ALL EXTERIOR WALLS.  
2) LOTS 155-196 SHALL BE BUILT AS 2-STORY.  
3) FRONT YARD SETBACK SHALL BE 25 FEET.  
4) REAR YARD SETBACK SHALL BE 10 FEET.  
5) SIDE YARD SETBACK SHALL BE 5 FEET.  
6) MIN. 1ST FLOOR SETBACK SHALL BE 10 FEET.  
7) MIN. 2ND FLOOR SETBACK SHALL BE 10 FEET.  
8) SETBACKS ON ALL EXTERIOR WALLS SHALL BE 10 FEET.  
9) SETBACKS ON ALL EXTERIOR WALLS SHALL BE 10 FEET.  
10) SETBACKS ON ALL EXTERIOR WALLS SHALL BE 10 FEET.  
11) SETBACKS ON ALL EXTERIOR WALLS SHALL BE 10 FEET.  
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16) SETBACKS ON ALL EXTERIOR WALLS SHALL BE 10 FEET.  
17) SETBACKS ON ALL EXTERIOR WALLS SHALL BE 10 FEET.  
18) SETBACKS ON ALL EXTERIOR WALLS SHALL BE 10 FEET.  
19) SETBACKS ON ALL EXTERIOR WALLS SHALL BE 10 FEET.  
20) SETBACKS ON ALL EXTERIOR WALLS SHALL BE 10 FEET.

**OUTLOT USAGE TABLE**

OUTLOT	STORAGE	OFFICE	RESIDENTIAL	COMMERCIAL	DRIVEWAY	PICKUP
A	X	X				
B			X			
C			X			
D			X			
E			X			
F			X			
G			X			
H			X			
I			X			
J			X			
K			X			
L			X			
M			X			
N			X			
O			X			
P			X			
Q			X			
R			X			
S			X			
T			X			
U			X			
V			X			
W			X			
X			X			
Y			X			
Z			X			

**MULTI-FAMILY SUMMARY (OUTLOT F & LOTS 175-196)**

TYPE	AREA	MIN. 1ST FLOOR	MIN. 2ND FLOOR	TOTAL AREA
OUTLOT F AREA	10,000 SF	10	10	20
LOTS 175-196 AREA	100,000 SF	100	100	200
TOTAL AREA	110,000 SF	110	110	220

**RESIDENTIAL UNITS**  
MIN. 1ST FLOOR: 110  
MIN. 2ND FLOOR: 110  
TOTAL: 220

**BUILDING SUMMARY**

BUILDING TYPE	BUILDINGS	PROPOSED	EXTANTIAL	TOTAL
RESIDENTIAL	1	1	0	1
COMMERCIAL	1	1	0	1
INDUSTRIAL	1	1	0	1
OFFICE	1	1	0	1
STORAGE	1	1	0	1
DRIVEWAY	1	1	0	1
PICKUP	1	1	0	1
TOTAL	6	6	0	6

**PARKING SUMMARY**

TYPE	STALLS	TOTAL
PROPOSED	100	100
EXTANTIAL	0	0
TOTAL	100	100

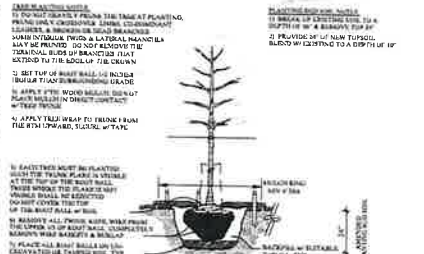
**RESIDENTIAL UNITS**  
MIN. 1ST FLOOR: 110  
MIN. 2ND FLOOR: 110  
TOTAL: 220



REVISIONS

NUMBER	DATE	DESCRIPTION
A-001	01/19/22	ISSUE FOR PERMITS
A-002	01/19/22	ISSUE FOR PERMITS
A-003	01/19/22	ISSUE FOR PERMITS
A-004	01/19/22	ISSUE FOR PERMITS
A-005	01/19/22	ISSUE FOR PERMITS
A-006	01/19/22	ISSUE FOR PERMITS
A-007	01/19/22	ISSUE FOR PERMITS
A-008	01/19/22	ISSUE FOR PERMITS
A-009	01/19/22	ISSUE FOR PERMITS
A-010	01/19/22	ISSUE FOR PERMITS
A-011	01/19/22	ISSUE FOR PERMITS
A-012	01/19/22	ISSUE FOR PERMITS
A-013	01/19/22	ISSUE FOR PERMITS
A-014	01/19/22	ISSUE FOR PERMITS
A-015	01/19/22	ISSUE FOR PERMITS
A-016	01/19/22	ISSUE FOR PERMITS
A-017	01/19/22	ISSUE FOR PERMITS
A-018	01/19/22	ISSUE FOR PERMITS
A-019	01/19/22	ISSUE FOR PERMITS
A-020	01/19/22	ISSUE FOR PERMITS

SYMBO	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	18	BUXTON FRAXINOSA 'SWEET WINDS'	SHRUB	2'	SHR
B	2	ACALA FRAXINOSA 'TIP TOED'	SHRUB	2'	SHR
C	2	HYDRANGEA	SHRUB	2'	SHR
D	2	HYDRANGEA	SHRUB	2'	SHR
E	2	HYDRANGEA	SHRUB	2'	SHR
F	2	HYDRANGEA	SHRUB	2'	SHR
G	2	HYDRANGEA	SHRUB	2'	SHR
H	2	HYDRANGEA	SHRUB	2'	SHR
I	2	HYDRANGEA	SHRUB	2'	SHR
J	2	HYDRANGEA	SHRUB	2'	SHR
K	2	HYDRANGEA	SHRUB	2'	SHR
L	2	HYDRANGEA	SHRUB	2'	SHR
M	2	HYDRANGEA	SHRUB	2'	SHR
N	2	HYDRANGEA	SHRUB	2'	SHR
O	2	HYDRANGEA	SHRUB	2'	SHR
P	2	HYDRANGEA	SHRUB	2'	SHR
Q	2	HYDRANGEA	SHRUB	2'	SHR
R	2	HYDRANGEA	SHRUB	2'	SHR
S	2	HYDRANGEA	SHRUB	2'	SHR
T	2	HYDRANGEA	SHRUB	2'	SHR
U	2	HYDRANGEA	SHRUB	2'	SHR
V	2	HYDRANGEA	SHRUB	2'	SHR
W	2	HYDRANGEA	SHRUB	2'	SHR
X	2	HYDRANGEA	SHRUB	2'	SHR
Y	2	HYDRANGEA	SHRUB	2'	SHR
Z	2	HYDRANGEA	SHRUB	2'	SHR



**1 PLANTING INSTALLATION DETAILS**  
SCALE: 3/4" = 1'-0"

- NOTES
1. ALL TREES MUST BE PLANTED WITH THE TRUNK PLANE AT THE TOP OF THE ROOT BALL. TRUNK MUST BE COMPLETELY VERTICAL. THE TOP OF THE TRUNK MUST BE EXACTLY AT THE CENTER OF THE BALL.
  2. ALL TREES MUST BE PLANTED WITH THE TRUNK PLANE AT THE TOP OF THE ROOT BALL. TRUNK MUST BE COMPLETELY VERTICAL. THE TOP OF THE TRUNK MUST BE EXACTLY AT THE CENTER OF THE BALL.

Spring Ridge  
Bellevue, NE  
FSE #: 020.001  
January 18, 2022

Planned Subdivision  
Landscape Plan  
2 of 2

RECEIVED  
JAN 19 2022  
PLANNING DEPT.

## ORDINANCE NO. 4079

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 21<sup>ST</sup> STREET AND GILMORE LAKE 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:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF BOHAC ADDITION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST, OF THE 6TH PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA; THENCE S33°05'42"E, ON THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 579.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N56°54'18"E A DISTANCE OF 88.88 FEET; THENCE N23°57'11"W A DISTANCE OF 480.36 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 60.52 FEET, WITH A RADIUS OF 124.99 FEET, WITH A CHORD BEARING OF N37°49'28"W, WITH A CHORD LENGTH OF 59.93 FEET; THENCE N51°41'45"W A DISTANCE OF 91.47 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 41.62 FEET, WITH A RADIUS OF 174.99 FEET, WITH A CHORD BEARING OF N44°52'58"W, WITH A CHORD LENGTH OF 41.52 FEET; THENCE S58°01'19"W A DISTANCE OF 96.88 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 24.08 FEET, WITH A RADIUS OF 267.00 FEET, WITH A CHORD BEARING OF S55°26'20"W, WITH A CHORD LENGTH OF 24.07 FEET TO THE EASTERLY LINE OF OUTLOT "B" OF SPRING CREEK, A SUBDIVISION LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH PRINCIPAL MERIDIAN; THENCE S31°55'53"E, ON SAID SOUTHWESTERLY LINE, A DISTANCE OF 82.82 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING AN AREA OF 2.02 ACRES, MORE OR LESS.

From AG (Agricultural District) to BG (General Business); AND

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF SAID BOHAC ADDITION; THENCE S33°05'42"E, ON THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 579.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, AND THE POINT OF BEGINNING; THENCE N56°54'18"E A DISTANCE OF 88.88 FEET; THENCE N23°57'11"W A DISTANCE OF 480.36 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 60.52 FEET, WITH A RADIUS OF 124.99 FEET, WITH A CHORD BEARING OF N37°49'28"W, WITH A CHORD LENGTH OF 59.93 FEET; THENCE N51°41'45"W A DISTANCE OF 91.47 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 41.62 FEET, WITH A RADIUS OF 174.99 FEET, WITH A CHORD BEARING OF N44°52'58"W, WITH A CHORD LENGTH OF 41.52 FEET; THENCE S58°01'19"W A DISTANCE OF 96.88 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 24.08 FEET, WITH A RADIUS OF 267.00 FEET, WITH A CHORD BEARING OF S55°26'20"W, WITH A CHORD LENGTH OF 24.07 FEET TO THE EASTERLY LINE OF OUTLOT "B" OF SPRING CREEK, A SUBDIVISION LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N31°55'53"W, ON SAID LINE, A DISTANCE OF 397.01 FEET; THENCE N03°02'27"W, ON THE EAST LINE OF SPRING CREEK, A DISTANCE OF 330.84 FEET TO THE NORTH RIGHT OF WAY LINE OF LOLA AVENUE; THENCE N86°57'34"E A DISTANCE OF 882.54 FEET TO THE WEST RIGHT OF WAY OF KENNEDY FREEWAY (STATE HIGHWAY 75); THENCE S09°37'34"E, ON SAID RIGHT OF WAY, A DISTANCE OF 579.55 FEET; THENCE S09°38'33"E, ON SAID RIGHT OF WAY, A DISTANCE OF 180.41 FEET; THENCE S00°30'29"E, ON SAID RIGHT OF WAY, A DISTANCE OF 1324.62 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2 OF BOHAC ADDITION; THENCE S87°19'02"W, ON THE SOUTH LINE OF SAID LOT 2, AND THE SOUTH LINE OF SAID OUTLOT "B", DISTANCE OF 233.85 FEET TO THE WEST LINE OF SAID OUTLOT "B"; THENCE N26°01'09"W, ON SAID WEST LINE, A DISTANCE OF 150.09 FEET TO THE NORTH LINE OF SAID OUTLOT "B"; THENCE N63°58'34"E, ON SAID NORTH LINE, A DISTANCE OF 92.13 FEET TO THE WEST LINE OF SAID LOT 2; THENCE N21°42'09"W, ON SAID WEST LINE, A DISTANCE OF 312.05 FEET; THENCE N41°36'37"W, ON SAID WEST LINE, A DISTANCE OF 166.21 FEET; THENCE N30°00'03"W, ON SAID WEST LINE, A DISTANCE OF 183.40 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE N56°56'28"E, ON THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 121.53 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT OF LAND AREA CONTAINING AN AREA OF 26.05 ACRES, MORE OR LESS.

From AG (Agricultural District) to RG-8-PS (General Residential – 800 Square Foot Zone – Planned Subdivision); AND

BEGINNING AT THE NORTHEAST CORNER OF LOT 22 OF SPRING CREEK, A SUBDIVISION LOCATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH PRINCIPAL MERIDIAN; THENCE S03°02'27"E, ON THE EAST LINE OF LOTS 22 THROUGH 27, OF SAID SPRING CREEK, A DISTANCE OF 521.13 FEET TO THE SOUTHEAST CORNER OF SAID LOT 27, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY OF LOLA AVENUE; THENCE N86°57'34"E A DISTANCE OF 882.54 FEET TO THE WEST RIGHT OF WAY OF KENNEDY FREEWAY (STATE HIGHWAY 75); THENCE N09°37'34"W, ON SAID WEST RIGHT OF WAY, A DISTANCE OF 522.61 FEET TO THE SOUTHEAST CORNER OF OUTLOT "C" OF SPRING RIDGE, A SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH PRINCIPAL MERIDIAN; THENCE S87°05'47"W, ON THE SOUTH LINE OF SAID OUTLOT "C", AND THE SOUTH RIGHT OF WAY OF CENTENNIAL ROAD, A DISTANCE OF 822.61 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT OF LAND AREA CONTAINING AN AREA OF 10.18 ACRES, MORE OR LESS.

From AG (Agricultural District) to RA (Residential Agricultural District – 5 Acre Zone)

(Orchard Valley, Inc.)

**S**ection 2. This ordinance shall not take effect until such time as the final plat of Spring Ridge is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

**A**DOPTEED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_







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

**11c. & 11c.1  
3/15/2022**

COUNCIL MEETING DATE: 02/15/2022		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

**SUBJECT:**

Request to rezone Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 38, and Outlot A, Chandler Creek. Applicant: TKC Chandler, LLC. General location: W Chandler Rd. and S 35th Street.

**SYNOPSIS/BACKGROUND:**

Tim Tran, on behalf of TKC Chandler LLC, is requesting to rezone and preliminary plat approximately 10 acres of property near South 35th Street and West Chandler Road for the purpose of single family residential development. This property was recently designated blighted and substandard. The applicant is proposing 38 three-bedroom and two-bathroom homes approximately 1,600-1,700 square feet in size.

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:**

The Planning Department and Planning Commission are recommending approval.

**ATTACHMENTS:**

1. <input type="text" value="PC Recommendation"/>	2. <input type="text" value="Staff Report"/>	3. <input type="text" value="Ord. No. 4080"/>
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: TKC Chandler LLC

CASE #'s: Z-2110-20, and S-2110-25

CITY COUNCIL HEARING DATE: March 1, 2022

REQUEST: to rezone Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 38, and Outlot A, Chandler Creek.

On January 27, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, Subdivision Regulations, and compatibility with adjacent residential developments.

**VOTE:**

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

Planning Commission Hearing (s) was held on: January 27, 2022

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2110-20  
S-2110-25

FOR HEARING OF:  
REPORT #1: January 27, 2022  
REPORT #2: March 1, 2022

### I. GENERAL INFORMATION

#### A. APPLICANT:

TKC Chandler LLC  
Thinh "Tim" Tran  
1310 Lambart Drive  
Papillion, NE 68046

#### B. PROPERTY OWNER:

TKC Chandler LLC  
Thinh "Tim" Tran  
1310 Lambart Drive  
Papillion, NE 68046

#### C. GENERAL LOCATION:

West Chandler Road and South 35<sup>th</sup> Street

#### D. LEGAL DESCRIPTION:

Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE

#### E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 38, and Outlot A, Chandler Creek, from RS-72 to RD-60 for the purpose of single family residential development.
2. Preliminary Plat Lots 1 through 38, and Outlot A, Chandler Creek.

#### F. EXISTING ZONING AND LAND USE:

RS-72, Vacant

**G. PURPOSE OF REQUEST:**

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

**H. SIZE OF SITE:**

The site is approximately 10 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site was most recently used agriculturally.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

- 1. **North:** Single Family Residential (across Chandler Road), RS-72
- 2. **East:** Single Family Residential, RS-72
- 2. **South:** Single Family Residential, RS-72
- 3. **West:** Vacant/Single Family Residential, RS-72

**C. REVELANT CASE HISTORY:**

- 1. On August 17, 2021, the City Council declared Tax Lot H2 as blighted and substandard.
- 2. On January 27, 2022, the Planning Commission recommended approval of a request to rezone Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, NE, from RS-72 to RD-60 for the purpose of single family residential development; and preliminary plat Lots 1 through 38, and Outlot A, Chandler Creek.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.11, Zoning Ordinance, regarding RD-60 uses and requirements.
- 2. Chapter 3, Subdivision Regulations, regarding preliminary plats.
- 3. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
- 4. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. The most recent traffic data from MAPA indicates approximately 8,200 vehicles per day along West Chandler Road near South 35<sup>th</sup> Street.
2. Access is proposed from two points along West Chandler Road.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Tim Tran, on behalf of TKC Chandler LLC, has submitted a request to preliminary plat Lots 1 through 38, and Outlot A, Chandler Creek, for the purpose of single family residential development.
2. The applicant is requesting a change in zone from RS-72 (Single-Family Residential, 7,200 Square Foot Zone) to RD-60 (Duplex Residential, 6,000 Square Feet), for Lots 1 through 38, and Outlot A, Chandler Creek.

All of the lots conform to the minimum requirements of the requested zoning district.

3. The applicant has indicated he plans to construct 38 single family residences and expects a price point of approximately \$260,000 - \$300,000. The average size home will be between 1,600-1,700 square feet and will consist of three bedrooms and two bathrooms. Each residence will have an attached two car garage.
4. This application was sent out to the following departments/individuals for review: Public Works (to include the Street Superintendent and Parks Superintendent), Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black

Hills Energy, Cox Communications, Papio-Missouri NRD, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Sarpy County GIS/911 had comments pertaining to the proposed street names. The applicant's engineer has made all the suggested revisions.

Cox Communications commented they currently have facilities to the north, east, and west of this development. They indicated they would run this through their financial model to see if the infrastructure could be provided with no third-party contribution. If it does not meet their business model threshold to do this, then Cox would seek a cost share with the developer. The developer is aware of this and has acknowledged this possibility.

The Public Works Department requested technical revisions to the preliminary plat, paving plan, sanitary sewer plan, and storm sewer plan. The applicant's engineer has since satisfied these comments.

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

6. A U-shaped street configuration is being proposed for this development with two access points along West Chandler Road. Street connections to adjacent property would be extremely difficult due to topography and existing drainageways. Staff believes this is the most appropriate configuration to serve this area.

7. This subdivision will be developed privately by the applicant. Additionally, the developer is requesting Tax Increment Financing (TIF) through a separate request. A draft copy of the Development Agreement has been submitted by the applicant for staff's review.

8. No park ground is being proposed for this subdivision due to its size. The city does not desire smaller parks which only serve a limited population and finds these areas difficult to maintain over time; therefore, staff does not see the benefit of requiring a park for this development.

9. Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of \$8,491.50.

10. The Future Land Use Map of the Comprehensive Plan shows this area as being low density residential due to the lack of infrastructure. Medium density residential is shown adjacent to this property. With the applicant's infrastructure plan, staff believes medium density residential development is appropriate for this property.

11. This property is approximately 10 acres. The applicant is requesting a change of zone from RS-72 to RD-60 to allow for smaller lots in order to maximize the development potential. Both zoning districts are categorized as medium density residential. These proposed lots are consistently sized with the adjacent Chandler Acres neighborhood.

12. Norton's First Addition, a three-lot subdivision to the south of the development has a unique sliver of property running along the east property line of Chandler Creek. The applicant's engineer has included a 5' easement adjacent to this sliver of land to facilitate enough width to allow for a private street in the future if/when Norton's First Addition further develops.

13. Staff believes this development is compatible with the existing single family residential development in the neighborhood.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and compatibility with adjacent residential developments.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and compatibility with adjacent residential developments.

**VI. ATTACHMENTS TO REPORT**

1. Zoning Map
2. 2020 GIS aerial photo of the property
3. Zoning justification letter from Doug Kellner received January 19, 2022
4. Letter from Doug Kellner received December 17, 2021
5. Preliminary plat received January 6, 2022

**VII. COPIES OF REPORT TO:**

1. TKC Chandler LLC
2. Thomson, Dreesen, & Dorner, Inc.
3. Elizabeth Sevcik
4. Public Upon Request

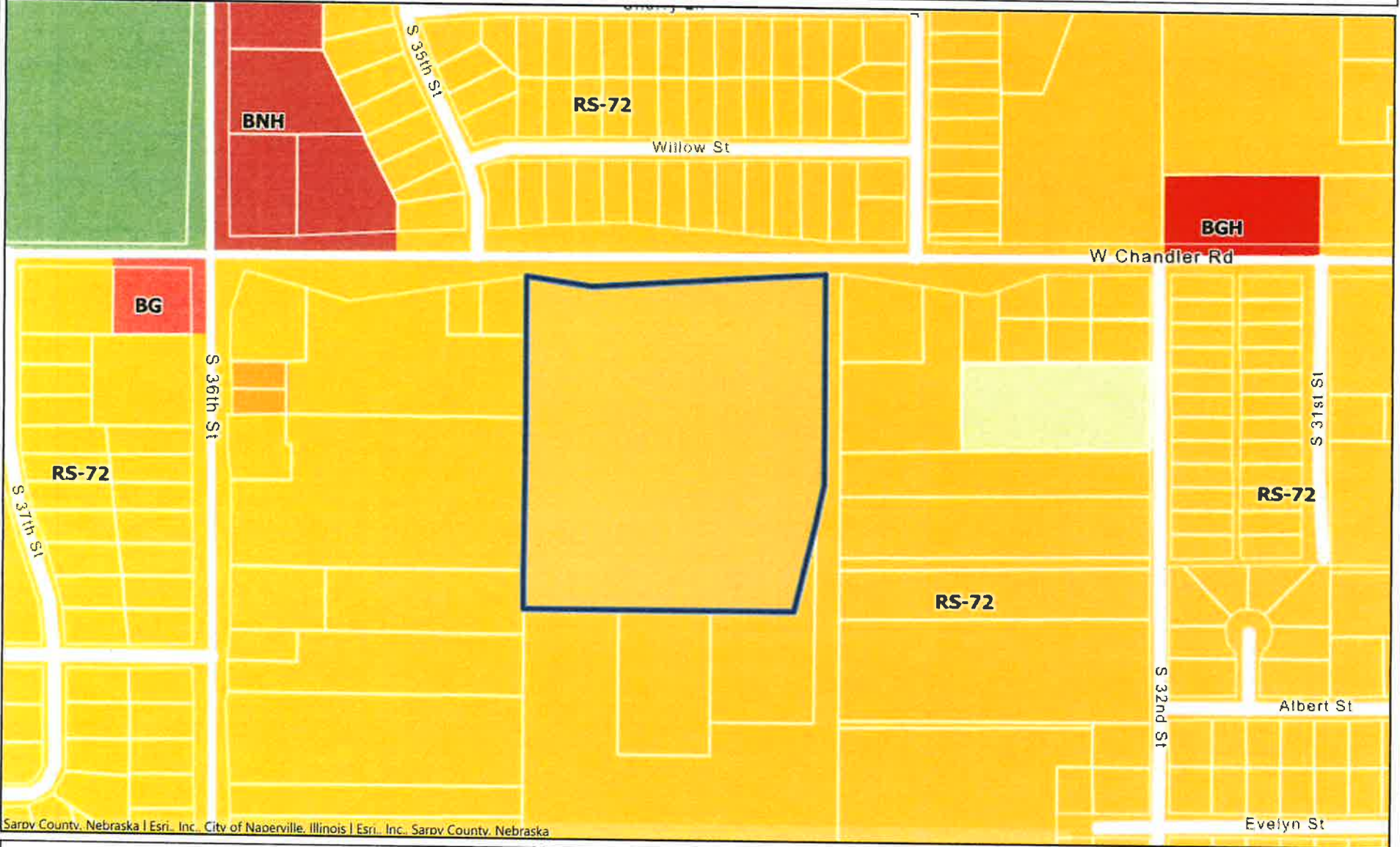
  
Assistant Planning Manager

  
Planning Manager                      Date of Report



SARPY COUNTY  
NEBRASKA

# Mid Street and W Chandler Rd



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



Map Scale 1: 4514

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Notes



# Willow Street and W Chandler Rd



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



Map Scale 1: 4514

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Notes



January 19, 2022

**RECEIVED**

**JAN 19 2022**

**PLANNING DEPT.**

Ms. Tammi Palm  
Land Use Planner  
City of Bellevue Planning Department  
1510 Wall Street  
Bellevue, NE 68005

RE: Chandler Creek  
Rezoning Justification  
TD2 File No. 2263-101.3

Ms. Palm:

On behalf of our Client, TKC Chandler LLC, we believe the rezoning request from RS-72 to RD-60 is justified because this proposed development will be compatible with, and complementary to, existing developments that surround this project. The existing developments to the north and east are medium density residential, whereas the existing developments to the south and west are low density residential. The proposed plat meets the zoning requirements for the proposed RD-60 zoning.

Please contact us with further questions, comments or if additional information is required.

If you have any questions, please call our office at (402) 330-8860.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.



Douglas E. Kellner, P.E.

DEK/bjf

December 17, 2021

**RECEIVED**  
**DEC 17 2021**  
**PLANNING DEPT.**

Ms. Tammi Palm  
Land Use Planner  
City of Bellevue Planning Department  
1510 Wall Street  
Bellevue, NE 68005

RE: Chandler Creek  
Recreational Needs of Subdivision  
TD2 File No. 2263-101.1

Ms. Palm:

On behalf of our client, TKC Chandler LLC, we are requesting to waive the park requirements for the proposed Chandler Creek Subdivision. Due to the size of the development, any parks associated within would be of undesirable size and could cause potential maintenance issues. There will be no opposition to The City of Bellevue Park contribution fee or other associated park fees.

Please contact us with further questions, comments or if additional information is required.

If you have any questions, please call our office at (402) 330-8860.

Sincerely,

THOMPSON, DREESSEN & DORNER, INC.



Douglas E. Kellner, P.E.

DEK/bjf

Enclosures

# CHANDLER CREEK

## LOTS 1 THROUGH 38 AND OUTLOT A SARPY COUNTY, NEBRASKA

### NOTES

- EXISTING ZONING IS RS-12. PROPOSED ZONING IS R0-40.
- EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
- WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
- POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
- PHYSICAL UTILITY ESTIMATES WILL BE SUBMITTED WITH THE FINAL PLAN.
- PAVEMENT FOR ALL STREETS SHALL BE 20' WIDE, 3-INCH THICK P.C.C. FINISHED.
- NO DIRECT ACCESS TO WEST CHANDLER ROAD SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS.
- OUTLOT A WILL PROVIDE SEWER AND DRAINAGE SERVICE FOR THE DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY CHANDLER CREEK HOMEOWNERS ASSOCIATION.

### LEGAL DESCRIPTION

LOTS 1 THROUGH 38 AND OUTLOT A, BEING A PARTING OF THE LOT 10 OF SECTION 16, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA.

### SUBDIVIDER

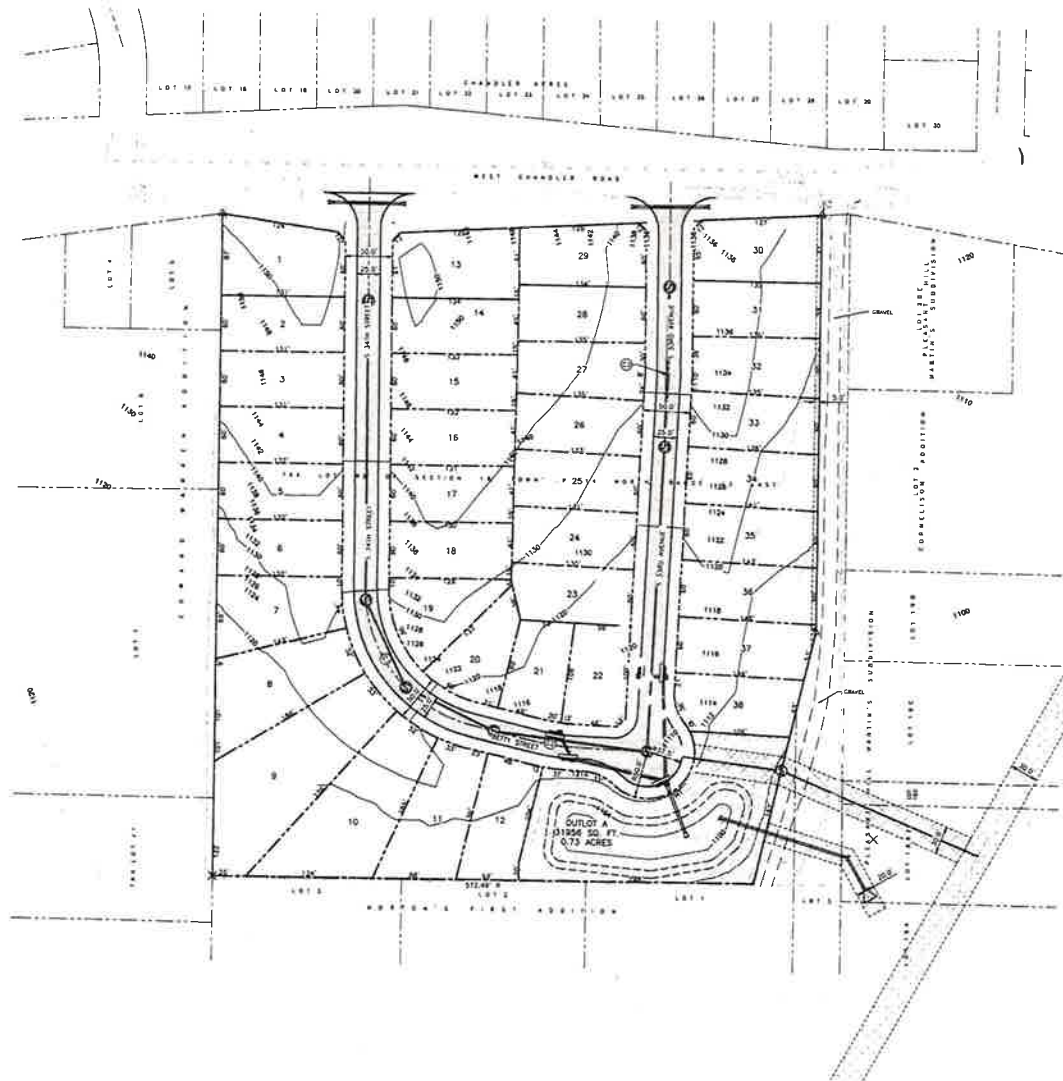
TKC CHANDLER LLC  
310 LANCASTER DRIVE  
PAPILLON, NE 68046

### ENGINEER

THOMPSON, DRESSEN & DORNER, INC.  
1631A SIEGEL ROAD  
OMAHA, NEBRASKA 68134  
PHONE 402-330-8860

### Curve Table: Alignments

CURVE #	RADIUS	LENGTH	DELTA	TANGENT
C1	150.00'	200.43'	79° 53' 28"	118.37'
C2	200.00'	37.75'	10° 48' 53"	18.83'
C3	200.00'	9.21'	2° 38' 10"	4.80'



RECEIVED  
JAN 6 2022  
PLANNING DEPT.



### LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED PAVEMENT
- PROPOSED SANITARY SEWER EASEMENT TO THE CITY OF BELLEVUE
- PROPOSED STORM SEWER AND DRAINAGE EASEMENT TO THE CHANDLER CREEK HOMEOWNERS ASSOCIATION
- PROPOSED PRIVATE STREET RIGHT OF WAY EASEMENT
- EXISTING SANITARY SEWER EASEMENT GRANTED TO THE CITY OF BELLEVUE



thompson, dresssen & dornier, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p. 402.330.8860 www.td2co.com

Chandler Creek

TKC Chandler, LLC

No.	Description	MM-OO-YY
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Drawn By: Bdf Reviewed By: DEK  
Job No. 2003-101 Date: 1-3-22

Preliminary Plat

Exhibit A

# 34th Street and W Chandler Rd



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



Map Scale 1: 4514

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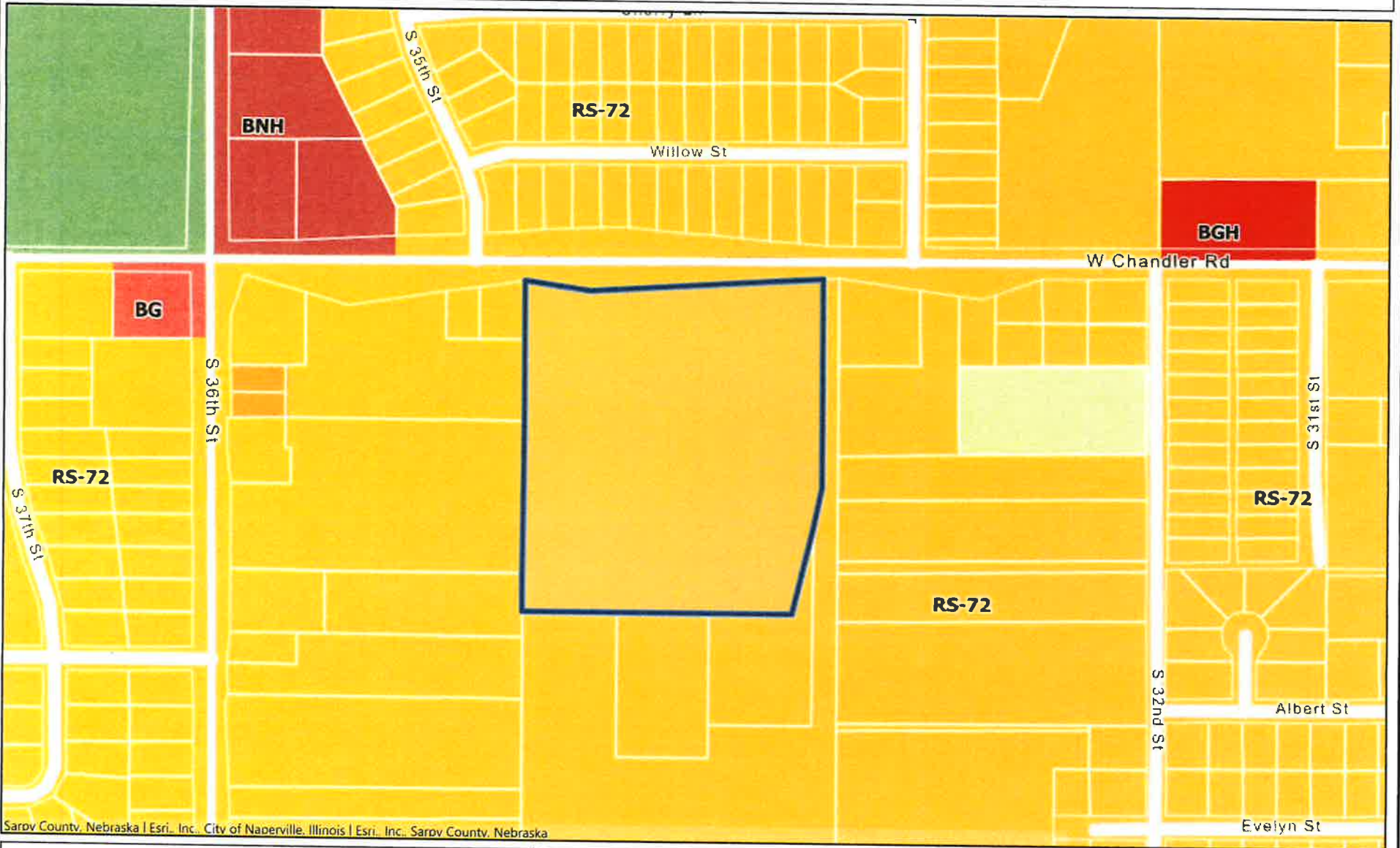
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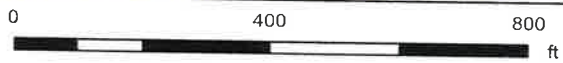


SARPY COUNTY  
NEBRASKA

# 31st Street and W Chandler Rd

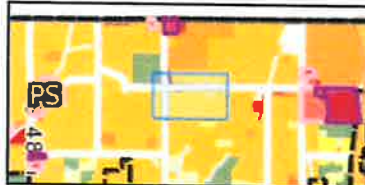


Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska



Map Scale 1: 4514

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Notes





ORDINANCE NO. 4080

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT WEST CHANDLER ROAD AND SOUTH 35<sup>TH</sup> STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 through 38, and Outlot A, Chandler Creek, being a platting of Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RS-72 (Single Family Residence - 7,200 Square Foot Zone) to RD-60 (Duplex Residential - 6,000 Square Foot Zone)

(TKC Chandler LLC)

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

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_



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

**11d. & 11d.1  
3/15/2022**

COUNCIL MEETING DATE: 02/15/2022		SUBMITTED BY: <u>Tammi Palm</u>		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

**SUBJECT:**  
Request to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East 1/2 of the Southwest 1/4, together with the Northwest 1/4 of the Southeast 1/4; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development; and preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West. Applicant: Woodsonia Real Estate Inc. General Location: S 54th Street and Hwy 370.

**SYNOPSIS/BACKGROUND:**  
Woodsonia Real Estate Inc. is requesting to rezone and plat approximately 109 acres of land near Highway 370 and South 54th Street for the purpose of commercial, multi-family and single family residential development. Commercial property would front Highway 370, with multi-family immediately to the south, and then transitioning to single family residential lots.

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

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_      CONTRACT TERM: \_\_\_\_\_      CONTRACT END DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

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

CIP PROJECT NAME: \_\_\_\_\_      CIP PROJECT NUMBER: \_\_\_\_\_

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

ACCOUNTING DISTRIBUTION CODE: \_\_\_\_\_      ACCOUNT NUMBER: \_\_\_\_\_

**RECOMMENDATION:**  
The Planning Department and Planning Commission are recommending approval.

**ATTACHMENTS:**

1. <u>PC Recommendation</u>	2. <u>Staff Report</u>	3. <u>Ord. No. 4081</u>
4. _____	5. _____	6. _____

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_ *A. Bruce Rollins*

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_ *[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_ *[Signature]*

\*REVISED 10/2019

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Woodsonia Real Estate Inc.

CASE #'s: Z-2110-19, and S-2110-24

CITY COUNCIL HEARING DATE: March 1, 2022

REQUEST: to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$ , together with the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development; and preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West.

On January 27, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with the adjacent development.

### VOTE:

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

Planning Commission Hearing (s) was held on: January 27, 2022

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: S-2110-24  
Z-2110-19

FOR HEARING OF:  
REPORT #1: January 27, 2022  
REPORT #2: March 1, 2022

### I. GENERAL INFORMATION

#### A. APPLICANT:

Woodsonia Real Estate, Inc.  
20010 Manderson St., Ste. 101  
Elkhorn, NE 68022

#### B. PROPERTY OWNERS:

Timmerman Farms, Inc.  
5023 Shannon Drive  
Papillion, NE 68133

#### C. GENERAL LOCATION:

54<sup>th</sup> Street and Highway 370

#### D. LEGAL DESCRIPTION:

Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East ½ of the Southwest ¼, together with the Northwest ¼ of the Southeast ¼; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE.

#### E. REQUESTED ACTIONS:

1. Request to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development.
2. Preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West.

#### F. EXISTING ZONING AND LAND USE:

AG; Vacant/Agricultural and Greenlife Gardens

**G. PURPOSE OF REQUEST:**

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

**H. SIZE OF SITE:**

The site is approximately 109 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The property is presently developed with a single family residence constructed in 1876 and various outbuildings. Additionally, Greenlife Gardens uses a portion of the property for their nursery/office. The majority of the property is used agriculturally.

**B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:**

- 1. **North:** Single Family Residential/Agricultural, AG
- East:** Vacant/Single Family Residential/Townhome Residential, RS-84-PS, RG-20-PS, and RD-60-PS
- South:** Vacant and Single Family Residential, AG, RS-84-PS, and RD-60-PS
- 2. **West:** Single Family Residential/Vacant/Commercial, AG

**C. REVELANT CASE HISTORY:**

On January 27, 2022, the Planning Commission recommended approval of a request to rezone Lots 1 through 191, and Outlots A through H, Lakewood West, being a platting of the East ½ of the Southwest ¼, together with the Northwest ¼ of the Southeast ¼; all located in Section 31, T14N, R13E of the 6th P.M., Sarpy County, NE, from AG to RA, BG, RG-20-PS, RG-50, and RS-72 for the purpose of commercial, multi-family, and single-family residential development; and preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.06, Zoning Ordinance, regarding RA uses and requirements.
- 2. Section 5.10, Zoning Ordinance, regarding RS-72 uses and requirements.
- 3. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
- 4. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.

5. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
6. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
7. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
8. Chapter 7, Subdivision Regulations, regarding Capital Improvements.

### **III. ANALYSIS**

#### **A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as being medium density residential, commercial, and mixed use.

#### **B. OTHER PLANS:**

None

#### **C. TRAFFIC AND ACCESS:**

1. The current MAPA traffic data information indicates there are 25,300 vehicles per day along both the east and west legs of Highway 370 near the intersection of 48<sup>th</sup> Street.
2. Access is proposed from South 54<sup>th</sup> Street, as well as newly constructed extensions of Shannon Drive and Timberridge Drive.

#### **D. UTILITIES:**

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

#### **E. ANALYSIS:**

1. Drew Snyder, on behalf of Woodsonia Real Estate Inc., has submitted a request to preliminary plat Lots 1 through 191, and Outlots A through H, Lakewood West, for the purpose of commercial, single family and multi-family residential development.
2. The applicant is also requesting a change in zone from AG to BG (General Business), RA (Residential Agriculture), RS-72 (Single Family Residential, 7,200 Square Foot Zone), RG-50 (General Residence, 5,000 Square Foot Zone), and RG-20-PS (General Residence, 2,000 Square Foot Zone – Planned Subdivision) for Lots 1 through 194, and Outlots A through F, Lakewood West.

Lots 1 through 10 and Outlot B will be zoned BG for commercial use along the Highway 370 corridor.

Lots 11 and 12 and Outlots C and D will be zoned RG-20-PS for multi-family residential use. The -PS (Planned Subdivision) overlay requires site plan approval, which will be done separately at a later date once those lots are ready to be developed.

Proposed Lot 13 is developed with Greenlife Gardens. The applicant is requesting a change of zone to RA to allow for the continuation of the nursery/office.

Lots 14 through 76 will be zoned RG-50 to allow for smaller residential lots for single family residential/townhome construction. These smaller lots will serve as a transition from the multi-family zoning to the north and the larger single family residential lots to the south.

Lots 77 through 191 and Outlots E through H will be zoned RS-72 for single family residential development.

All of the lots conform to the minimum requirements of the requested zoning districts.

3. This development is designed to be similar to the existing Lakewood Villages subdivision as far as types of development and zoning designations: commercial frontage along Highway 370 which transitions to multi-family and smaller single family residential lots, with larger single family residential lots on the southern portion of the subdivision.

4. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Planning Director, Sarpy County Public Works Department, Sarpy County Planning Director, Sarpy County IS/GIS/Public Safety, Metro Area Planning Agency, Metropolitan Utilities District, CenturyLink, Omaha Public Power District, Black Hills Energy, Cox Communications, Papio-Missouri NRD, and the Papillion LaVista 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.

Sarpy County IS/GIS/Public Safety returned comments in regards to proposed street names. The applicant has since satisfied their concerns.

Cox Communications indicated they have facilities to the north and south of this proposed development. Cox stated "We will run this through our financial model and if it works for us we will fully fund and build this for a fiber to the home deployment. In the off chance that this does not meet our return threshold we would look to come to an agreement with the developer for a cost share."

Public Works Engineering Manager Dean Dunn had technical comments pertaining to the initial drainage, grading, street profiles, storm sewer, paving plans, and preliminary utility plan. The applicant has made the requested revisions.

No other comments were received on this case.

5. The Public Works Engineering Manager has reviewed the grading and drainage plans for this proposed development and found them to be acceptable.

6. A traffic study was submitted by the applicant and reviewed by city staff as well as the Nebraska Department of Transportation.

Based on this study, it is recommended the intersection of 54<sup>th</sup> Street and Highway 370 be signalized upon full buildout of this development, or by the year 2024. The applicant has included this cost in their Source and Use of Funds documentation. This cost would be 50% reimbursable when the property to the north of the intersection is developed.

Additionally, the study recommends a right-hand turn lane along eastbound Highway 370 at the 54<sup>th</sup> Street intersection upon full buildout or by the year 2024. It is also recommended an existing westbound left-turn lane be extended to provide 400' of vehicle storage. The developer has planned for these improvements in their Source and Use of Funds.

7. This subdivision will be developed as a Sanitary and Improvement District. A draft copy of the Subdivision Agreement has been submitted by the applicant for staff's review.

8. South 54<sup>th</sup> Street will be developed as a collector street with a roundabout at the intersection of Fenwick Street as a traffic calming measure.

9. A 10' wide trail will be provided along South 54<sup>th</sup> Street. This trail will provide connectivity to the existing Lakewood Villages Park as development occurs to the south of this subdivision.

Sidewalks will be provided throughout the subdivision as individual lots are developed. Additionally, sidewalks are shown across the proposed outlots, as well as along Lot 13, which is developed as Greenlife Gardens. This will provide connectivity throughout the development.

10. Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of \$63,527.

11. Staff believes this development is compatible with the surrounding neighborhood.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with adjacent development.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Comprehensive Plan, and Subdivision Regulations, and compatibility with adjacent development.

**VI. ATTACHMENTS TO REPORT**

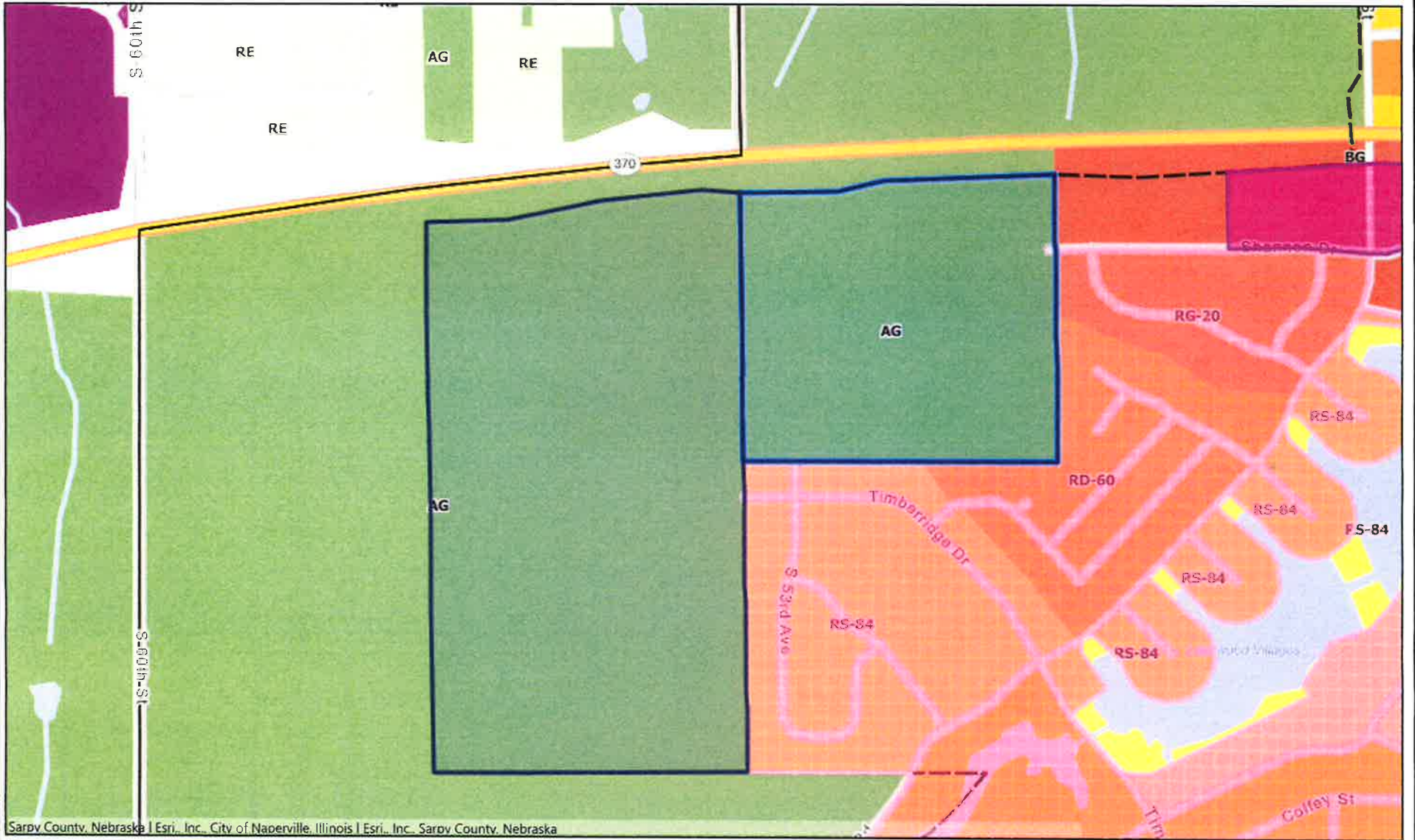
1. Vicinity map/Zoning Map
2. 2020 GIS aerial photo of the property
3. Letter from Drew Snyder dated January 3, 2022
4. Preliminary plat received January 12, 2022
5. Zoning map exhibit received January 12, 2022
6. Email from Stefan Vaida received January 21, 2022

**VII. COPIES OF REPORT TO:**

1. Woodsonia Real Estate Inc.
2. Timmerman Farms, Inc.
3. Thompson, Dreessen & Dorner, Inc.
4. Larry Jobeun
5. Public Upon Request

*Angela M. Curry* 2/7/22  
Assistant Planning Manager

*Jammi L. Palm* 02/07/22  
Planning Manager                      Date of Report

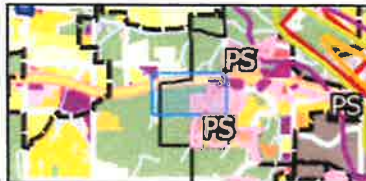


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 9028

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Notes





Map Scale 1: 9028

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Notes



November 18, 2021

Ms. Tammi Palm  
Land Use Planner  
City of Bellevue Planning Department  
1510 Wall Street  
Bellevue, NE 68005

RE: Lakewood West  
Rezoning Justification  
TD2 File No. 2069-133

Ms. Palm:

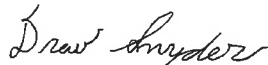
We believe the rezoning request from AG to RA, BG, RG-20-PS, RG-50 and RS-72 is justified because the proposed development will be compatible with, and complementary to, existing and planned developments that are to the east, west and south of this project. The existing and planned developments to the east, west and south are single-family, commercial and multifamily developments.

In addition, the planned development conforms to the City of Bellevue's future land use. Lastly, the proposed plat meets the zoning requirements for RA, BG, RG-20-PS, RG-50 and RS-72.

Please contact us with further questions, comments or if additional information is required.

Respectfully submitted,

Woodsonia Acquisitions, LLC

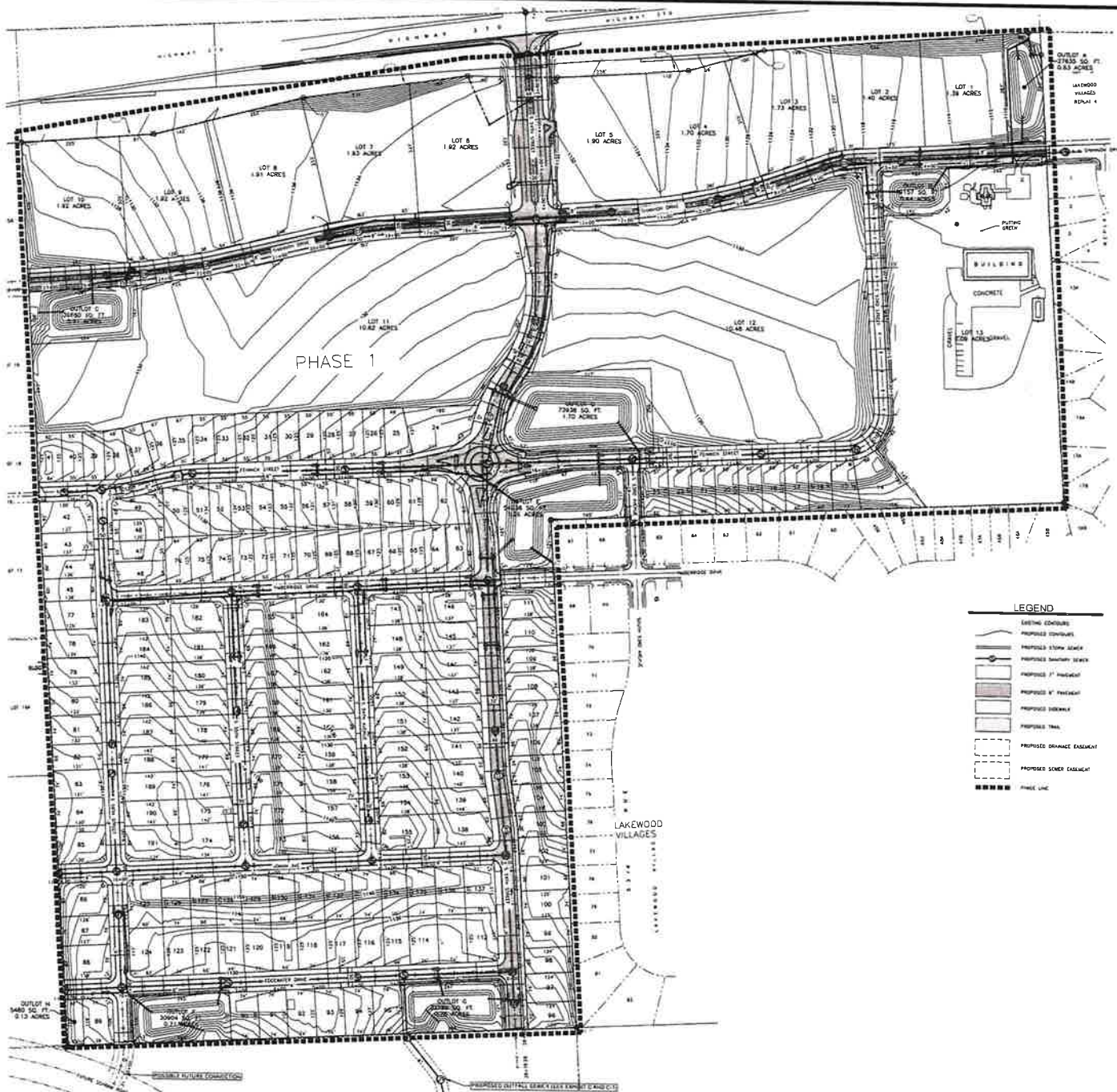


Drew Snyder

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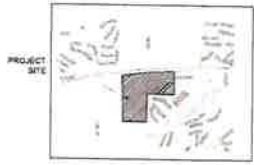
JAN 03 2022

PLANNING DEPT.



# LAKWOOD WEST

LOTS 1 THROUGH 191 AND  
OUTLOTS A THROUGH H  
SARPY COUNTY, NEBRASKA



VICINITY MAP

SUBDIVIDER  
WOODSONIA REAL ESTATE, LLC  
3010 UNIVERSITY DRIVE  
COLUMBIA, NE 68202

ENGINEER  
THOMPSON, DRESSSEN & DORNER  
1018 S. 24th STREET  
DUNN, NEBRASKA 68024  
PHONE: 402-330-8860

LEGAL DESCRIPTION  
LOTS 1 THROUGH 191 AND OUTLOTS A AND B BEING A PART OF THE  
EAST 1/2 OF THE SW 1/4 OF SECTION 21, T4N, R12E,  
TOGETHER WITH THE NW 1/4 OF THE SW 1/4 OF SECTION 21,  
T4N, R12E, OF THE 6th P.M., SARPY COUNTY, NEBRASKA.

NOTES

1. EXISTING CONTOUR IS AS PROPOSED EXCEPT FOR LOTS 1 THROUGH 18 AND OUTLOT A, WHICH IS AS SHOWN ON THE SURVEY AND OUTLOT B AND C AND D IS AS SHOWN ON THE SURVEY. THE 10, 15, 20, 25, 30, 35, 40, 45, 50, 55, 60, 65, 70, 75, 80, 85, 90, 95, 100, 105, 110, 115, 120, 125, 130, 135, 140, 145, 150, 155, 160, 165, 170, 175, 180, 185, 190, 195, 200, 205, 210, 215, 220, 225, 230, 235, 240, 245, 250, 255, 260, 265, 270, 275, 280, 285, 290, 295, 300, 305, 310, 315, 320, 325, 330, 335, 340, 345, 350, 355, 360, 365, 370, 375, 380, 385, 390, 395, 400, 405, 410, 415, 420, 425, 430, 435, 440, 445, 450, 455, 460, 465, 470, 475, 480, 485, 490, 495, 500, 505, 510, 515, 520, 525, 530, 535, 540, 545, 550, 555, 560, 565, 570, 575, 580, 585, 590, 595, 600, 605, 610, 615, 620, 625, 630, 635, 640, 645, 650, 655, 660, 665, 670, 675, 680, 685, 690, 695, 700, 705, 710, 715, 720, 725, 730, 735, 740, 745, 750, 755, 760, 765, 770, 775, 780, 785, 790, 795, 800, 805, 810, 815, 820, 825, 830, 835, 840, 845, 850, 855, 860, 865, 870, 875, 880, 885, 890, 895, 900, 905, 910, 915, 920, 925, 930, 935, 940, 945, 950, 955, 960, 965, 970, 975, 980, 985, 990, 995, 1000, 1005, 1010, 1015, 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1850, 1855, 1860, 1865, 1870, 1875, 1880, 1885, 1890, 1895, 1900, 1905, 1910, 1915, 1920, 1925, 1930, 1935, 1940, 1945, 1950, 1955, 1960, 1965, 1970, 1975, 1980, 1985, 1990, 1995, 2000, 2005, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055, 2060, 2065, 2070, 2075, 2080, 2085, 2090, 2095, 2100, 2105, 2110, 2115, 2120, 2125, 2130, 2135, 2140, 2145, 2150, 2155, 2160, 2165, 2170, 2175, 2180, 2185, 2190, 2195, 2200, 2205, 2210, 2215, 2220, 2225, 2230, 2235, 2240, 2245, 2250, 2255, 2260, 2265, 2270, 2275, 2280, 2285, 2290, 2295, 2300, 2305, 2310, 2315, 2320, 2325, 2330, 2335, 2340, 2345, 2350, 2355, 2360, 2365, 2370, 2375, 2380, 2385, 2390, 2395, 2400, 2405, 2410, 2415, 2420, 2425, 2430, 2435, 2440, 2445, 2450, 2455, 2460, 2465, 2470, 2475, 2480, 2485, 2490, 2495, 2500, 2505, 2510, 2515, 2520, 2525, 2530, 2535, 2540, 2545, 2550, 2555, 2560, 2565, 2570, 2575, 2580, 2585, 2590, 2595, 2600, 2605, 2610, 2615, 2620, 2625, 2630, 2635, 2640, 2645, 2650, 2655, 2660, 2665, 2670, 2675, 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7660, 7665, 7670, 7675, 7680, 7685, 7690, 7695, 7700, 7705, 7710, 7715, 7720, 7725, 7730, 7735, 7740, 7745, 7750, 7755, 7760, 7765, 7770, 7775, 7780, 7785, 7790, 7795, 7800, 7805, 7810, 7815, 7820, 7825, 7830, 7835, 7840, 7845, 7850, 7855, 7860, 7865, 7870, 7875, 7880, 7885, 7890, 7895, 7900, 7905, 7910, 7915, 7920, 7925, 7930, 7935, 7940, 7945, 7950, 7955, 7960, 7965, 7970, 7975, 7980, 7985, 7990, 7995, 8000, 8005, 8010, 8015, 8020, 8025, 8030, 8035, 8040, 8045, 8050, 8055, 8060, 8065, 8070, 8075, 8080, 8085, 8090, 8095, 8100, 8105, 8110, 8115, 8120, 8125, 8130, 8135, 8140, 8145, 8150, 8155, 8160, 8165, 8170, 8175, 8180, 8185, 8190, 8195, 8200, 8205, 8210, 8215, 8220, 8225, 8230, 8235, 8240, 8245, 8250, 8255, 8260, 8265, 8270, 8275, 8280, 8285, 8290, 8295, 8300, 8305, 8310, 8315, 8320, 8325, 8330, 8335, 8340, 8345, 8350, 8355, 8360, 8365, 8370, 8375, 8380, 8385, 8390, 8395, 8400, 8405, 8410, 8415, 8420, 8425, 8430, 8435, 8440, 8445, 8450, 8455, 8460, 8465, 8470, 8475, 8480, 8485, 8490, 8495, 8500, 8505, 8510, 8515, 8520, 8525, 8530, 8535, 8540, 8545, 8550, 8555, 8560, 8565, 8570, 8575, 8580, 8585, 8590, 8595, 8600, 8605, 8610, 8615, 8620, 8625, 8630, 8635, 8640, 8645, 8650, 8655, 8660, 8665, 8670, 8675, 8680, 8685, 8690, 8695, 8700, 8705, 8710, 8715, 8720, 8725, 8730, 8735, 8740, 8745, 8750, 8755, 8760, 8765, 8770, 8775, 8780, 8785, 8790, 8795, 8800, 8805, 8810, 8815, 8820, 8825, 8830, 8835, 8840, 8845, 8850, 8855, 8860, 8865, 8870, 8875, 8880, 8885, 8890, 8895, 8900, 8905, 8910, 8915, 8920, 8925, 8930, 8935, 8940, 8945, 8950, 8955, 8960, 8965, 8970, 8975, 8980, 8985, 8990, 8995, 9000, 9005, 9010, 9015, 9020, 9025, 9030, 9035, 9040, 9045, 9050, 9055, 9060, 9065, 9070, 9075, 9080, 9085, 9090, 9095, 9100, 9105, 9110, 9115, 9120, 9125, 9130, 9135, 9140, 9145, 9150, 9155, 9160, 9165, 9170, 9175, 9180, 9185, 9190, 9195, 9200, 9205, 9210, 9215, 9220, 9225, 9230, 9235, 9240, 9245, 9250, 9255, 9260, 9265, 9270, 9275, 9280, 9285, 9290, 9295, 9300, 9305, 9310, 9315, 9320, 9325, 9330, 9335, 9340, 9345, 9350, 9355, 9360, 9365, 9370, 9375, 9380, 9385, 9390, 9395, 9400, 9405, 9410, 9415, 9420, 9425, 9430, 9435, 9440, 9445, 9450, 9455, 9460, 9465, 9470, 9475, 9480, 9485, 9490, 9495, 9500, 9505, 9510, 9515, 9520, 9525, 9530, 9535, 9540, 9545, 9550, 9555, 9560, 9565, 9570, 9575, 9580, 9585, 9590, 9595, 9600, 9605, 9610, 9615, 9620, 9625, 9630, 9635, 9640, 9645, 9650, 9655, 9660, 9665, 9670, 9675, 9680, 9685, 9690, 9695, 9700, 9705, 9710, 9715, 9720, 9725, 9730, 9735, 9740, 9745, 9750, 9755, 9760, 9765, 9770, 9775,



## Tammi Palm

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**From:** Stefan Vaida <svaida1946@gmail.com>  
**Sent:** Friday, January 21, 2022 12:20 PM  
**To:** Tammi Palm  
**Subject:** S 54th Street and Hwy 370

RECEIVED  
JAN 21 2022  
PLANNING DEPT.

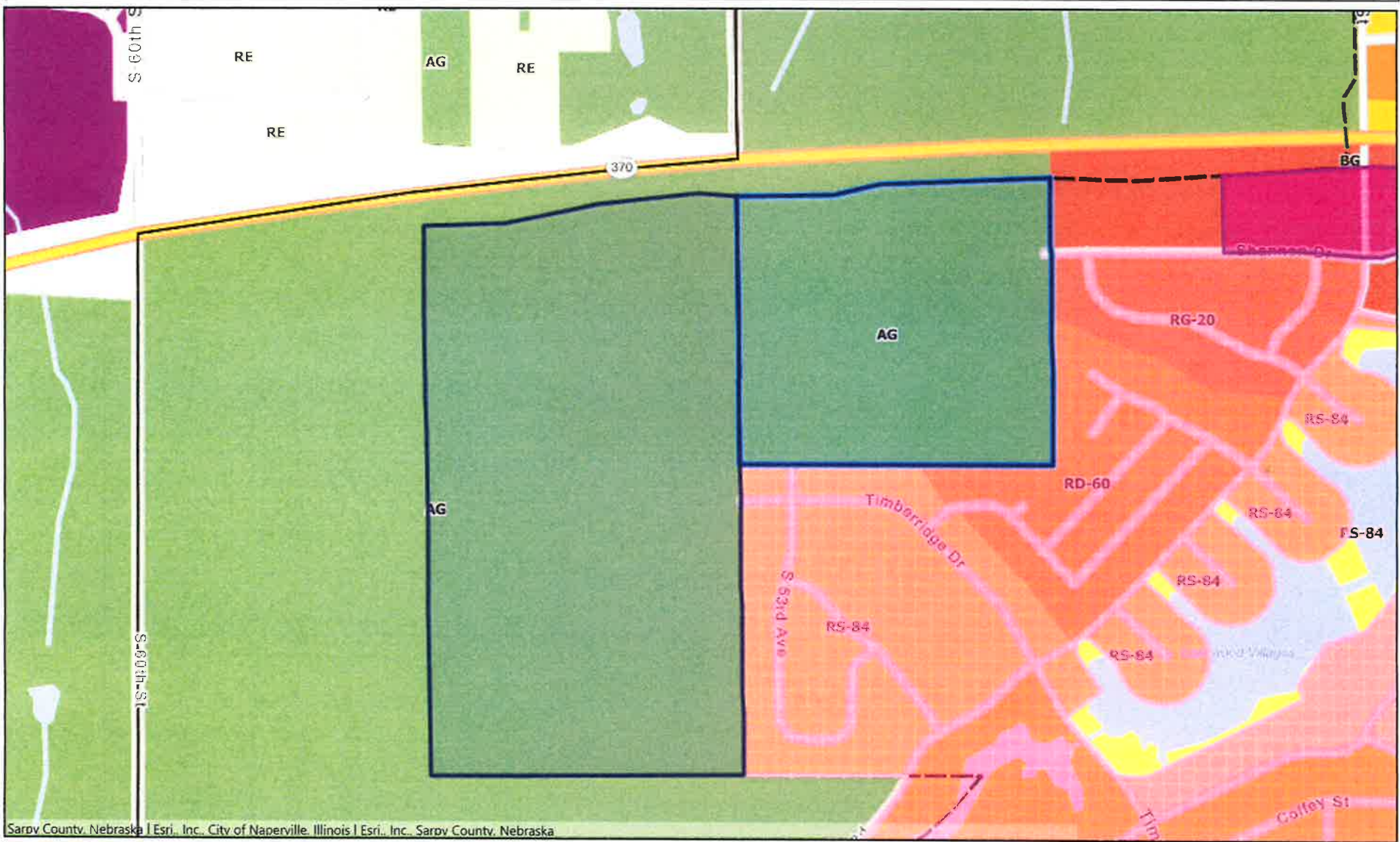
Dear Ms. Palm,

Thank you very much for inviting us to the January 27, 2022, 6:00 pm meeting. Due to some health issues, unfortunately we need to miss that meeting. But my wife Julia and I, would like to express our support in favor of the Woodsonia Real Estate Inc. To Develop the so called "Lakewood West" new project. That would benefit the beautiful city of Bellevue, also it would be good for everybody close to it, as we are.

Thanks very much for approving such great plan for Development.

Sincerely,

Stefan and Julia Vaida, (Lot 3 Replat 4, Lakewood Villages)

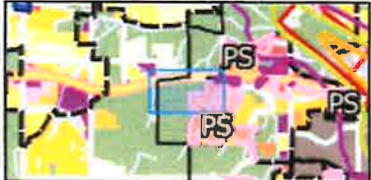


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 9028

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Notes





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



Map Scale 1: 9028

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Notes



## ORDINANCE NO. 4081

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 54<sup>TH</sup> STREET AND HIGHWAY 370, 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:

THAT PART OF THE EAST 1/2 OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 31;  
THENCE N00°50'49"W (ASSUMED BEARING) 1155.30 FEET; THENCE N89°38'17"E 132.79 FEET;  
THENCE N74°35'23"E 25.89 FEET; THENCE N89°14'33"E 989.65 FEET;  
THENCE N00°45'18"W 302.39 FEET; THENCE N89°50'46"E 386.73 FEET;  
THENCE S00°09'14"E 150.00 FEET; THENCE S89°50'46"W 215.01 FEET;  
THENCE S00°45'27"E 1320.61 FEET; THENCE S89°38'17"W 1315.86 FEET TO THE POINT OF BEGINNING.

From AG (Agricultural District) to RS-72 (Single-Family Residential – 7,200 Square Foot Zone); AND

THAT PART OF THE EAST 1/2 OF THE SW 1/4 OF SECTION 31, T14N, R13E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 31;  
THENCE N00°50'49"W (ASSUMED BEARING) 1155.30 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING N00°50'49"W 437.02 FEET; THENCE N89°46'15"E 174.81 FEET;  
THENCE N85°04'59"E 48.67 FEET; THENCE N75°58'42"E 52.77 FEET;  
THENCE N79°24'45"E 67.18 FEET; THENCE N86°24'31"E 67.06 FEET;  
THENCE N89°50'46"E 739.15 FEET; THENCE SOUTHWESTERLY ON A NON-TANGENT 383.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S17°12'55"W, CHORD DISTANCE OF 74.89 FEET, AN ARC DISTANCE OF 75.01 FEET; THENCE S00°09'14"E 78.52 FEET;  
THENCE N89°50'46"E 25.13 FEET; THENCE S00°45'18"E 302.39 FEET;  
THENCE S89°14'33"W 989.65 FEET; THENCE S74°35'23"W 25.89 FEET;  
THENCE S89°38'17"W 132.79 FEET TO THE POINT OF BEGINNING.

From AG (Agricultural District) to RG-50 (General Residential – 5,000 Square Foot Zone); AND

THAT PART OF THE EAST 1/2 OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 31;  
THENCE N00°50'49"W (ASSUMED BEARING) 1592.32 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°50'49"W 400.51 FEET; THENCE N89°09'11"E 222.51 FEET;  
THENCE NORTHEASTERLY ON A 500.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N86°21'06"E, CHORD DISTANCE OF 48.85 FEET, AN ARC DISTANCE OF 48.89 FEET;  
THENCE N83°33'01"E 175.71 FEET; THENCE NORTHEASTERLY ON A 500.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N81°15'04"E, CHORD DISTANCE OF 40.12 FEET, AN ARC DISTANCE OF 40.13 FEET; THENCE N78°57'07"E 311.45 FEET; THENCE NORTHEASTERLY ON A 1000.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N83°35'13"E, CHORD DISTANCE OF 161.62 FEET, AN ARC DISTANCE OF 161.79 FEET; THENCE N88°13'19"E 614.80 FEET; THENCE NORTHEASTERLY ON A 1500.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N80°24'30"E, CHORD DISTANCE OF 407.86 FEET, AN ARC DISTANCE OF 409.13 FEET; THENCE N72°35'40"E 99.93 FEET; THENCE NORTHEASTERLY ON A 300.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N80°54'41"E, CHORD DISTANCE OF 86.79 FEET, AN ARC DISTANCE OF 87.09 FEET;  
THENCE N89°13'41"E 35.07 FEET; THENCE S00°45'14"E 651.58 FEET; THENCE SOUTHWESTERLY ON A 100.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S44°32'46"W, CHORD DISTANCE OF 142.16 FEET, AN ARC DISTANCE OF 158.13 FEET; THENCE S89°50'46"W 962.85 FEET; THENCE N00°09'14"W 78.52 FEET; THENCE NORTHEASTERLY ON A 383.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N17°12'55"E, CHORD DISTANCE OF 74.89, AN ARC DISTANCE OF 75.01 FEET;  
THENCE S89°50'46"W 739.15 FEET; THENCE S86°24'31"W 67.06 FEET;  
THENCE S79°24'45"W 67.18 FEET; THENCE S75°58'42"W 52.77 FEET;  
THENCE S85°04'59"W 48.67 FEET; THENCE S89°46'15"W 174.81 FEET TO THE POINT OF BEGINNING.

From Ag (Agricultural District) to RG-20-PS (General Residential – 2,000 Square Foot Zone – Planned Subdivision); AND

THAT PART OF THE EAST 1/2 OF THE SW 1/4 AND PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 31;

THENCE N00°50'49"W (ASSUMED BEARING) 1992.83 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N00°50'49"W 356.19 FEET;

THENCE EAST ON THE SOUTH LINE OF HIGHWAY 370 ON THE FOLLOWING DESCRIBED 7 COURSES; THENCE N88°10'56"E 346.12 FEET; THENCE N77°54'08"E 399.20 FEET;

THENCE N84°01'18"E 427.44 FEET; THENCE S86°59'45"E 230.40 FEET;

THENCE N88°47'29"E 337.77 FEET; THENCE N76°09'55"E 202.14 FEET;

THENCE N87°44'51"E 710.31 FEET; THENCE S00°46'19"E 319.50 FEET;

THENCE S89°13'41"W 484.78 FEET; THENCE SOUTHWESTERLY ON A 300.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S80°54'41"W, CHORD DISTANCE OF 86.79 FEET, AN ARC DISTANCE OF 87.09 FEET; THENCE S72°35'40"W 99.93 FEET; THENCE SOUTHWESTERLY ON A 1500.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S80°24'30"W, CHORD DISTANCE OF 407.86 FEET, AN ARC DISTANCE OF 409.13 FEET; THENCE S88°13'19"W 614.80 FEET; THENCE SOUTHWESTERLY ON A 1000.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S83°35'13"W, CHORD DISTANCE OF 161.62 FEET, AN ARC DISTANCE OF 161.79 FEET; THENCE S78°57'07"W 311.45 FEET; THENCE SOUTHWESTERLY ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S81°15'04"W, CHORD DISTANCE OF 40.12 FEET, AN ARC DISTANCE OF 40.13 FEET; THENCE S83°33'01"W 175.71 FEET; THENCE SOUTHWESTERLY ON A 500.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S86°21'06"W, CHORD DISTANCE OF 48.87 FEET, AN ARC DISTANCE OF 48.89 FEET;

THENCE S89°09'11"W 222.51 FEET TO THE POINT OF BEGINNING.

From AG (Agricultural District) to BG (General Business District); AND

THAT PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 31;  
THENCE S89°50'46"W (ASSUMED BEARING) 352.25 FEET; THENCE N38°52'09"W 220.41 FEET; THENCE NORTHERLY ON A NON-TANGENT 100.00 FOOT RADIUS CURVE TO THE LEFT; CHORD BEARING N25°11'19"E, CHORD DISTANCE OF 87.49 FEET, AN ARC DISTANCE OF 90.56 FEET;  
THENCE N00°45'14"W 651.58 FEET; THENCE N89°13'41"E 449.71 FEET; THENCE S00°46'19"E 907.50 FEET TO THE POINT OF BEGINNING.

From AG (Agricultural District) to RA (Residential Agricultural District – Five Acre Zone); AND

THAT PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 31, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 31; THENCE S89°50'46"W (ASSUMED BEARING) 352.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°50'46"W 751.39 FEET; THENCE N00°09'14"W 150.00 FEET; THENCE N89°50'46"E 550.99 FEET; THENCE NORTHEASTERLY ON A 100.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N70°29'19"E, CHORD DISTANCE OF 66.29 FEET, AN ARC DISTANCE OF 67.57 FEET; THENCE S38°52'09"E 220.41 FEET TO THE POINT OF BEGINNING.

From AG (Agricultural District) to RG-50 (General Residential – 5,000 Square Foot Zone)

(Woodsonia Real Estate, Inc.)

**S**ection 2. This ordinance shall not take effect until such time as the final plat of Lakewood West is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

**A**DOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_









CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a. & 14a1.  
3/15/2022

COUNCIL MEETING DATE: 03/15/2022		SUBMITTED BY: Mike Christensen		Permits & Inspections	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input checked="" type="checkbox"/>
RESOLUTION	<input type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Condemnation of 209 Industrial Dr. Bellevue, NE 68005

SYNOPSIS/BACKGROUND:

The structures located at 209 Industrial Dr. Bellevue, NE 68005 suffered damage during the 2019 floods. Since then the property was sold to Andrew Workshops LLC 3835 California St. Omaha, NE 68131. The property was cleaned of debris and has been sitting untouched for a year. Plans were then submitted in late December of 2021, but did not include any details for the complete structural rebuild of the roof structure on the south building. The architect responsible for the plans was contacted and informed that the plans were structurally incomplete to bring the south building into code compliance, and there has been no response since then.

FISCAL IMPACT: \$15,000.00 BUDGETED FUNDS?: YES  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

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:

Representatives for the structures located at 209 Industrial Dr. need to show cause why such structures should not be condemned as a public nuisance. Otherwise the structures should be ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Breyer*  
*[Signature]*  
*[Signature]*



City of Bellevue  
Permits and Inspections  
1510 Wall St. ▪ Bellevue, Nebraska 68005 ▪

February 15, 2022

**From:** Mike Christensen, <sup>MC</sup> Chief Building Official  
Permits and Inspections  
City of Bellevue, Nebraska

**To:** Susan Kluthe  
City Clerk

**Subject:** 209 Industrial Dr. Bellevue, Ne 68005  
LEGAL: TAX LOTS M&K 41-13-13 (0.51 AC)

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the building/structures located at 209 industrial Dr. Bellevue, NE 68147, has been deemed a public nuisance in accordance with said section. The property owner as noted in the Sarpy County Assessors records is listed as Andrew Workshops LLC. 3835 California St. Omaha, NE 68131. The building/structures sustained damage from the floods in the spring of 2019 that resulted in the structures being unfit for human habitation, and have been placarded as such. In the initial notification process in February of 2021 a certified letter was sent to the owner and accepted stating the deficiencies of the property.

The property was then cleaned of debris and has sat untouched since. A second certified letter was sent in November of 2021 once again stating the deficiencies of the property Plans were then submitted in late December of 2021, but did not include any details for the complete structural rebuild of the roof on the south building/structure. The architect responsible for the plans was contacted and informed that the plans were structurally incomplete to bring the south building/structure into code compliance.

Since that time there has been no attempt to submit corrected plans to repair the building/structures, or to obtain a demolition permit and the structures remain placarded as unfit for human habitation. Therefore, I am sending this report to you with in my opinion that the building/structures as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.

①



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City of Bellevue  
Office of the City Clerk  
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

February 23, 2022

**COPY**

Andrew Workshops LLC  
3835 California Street  
Omaha, NE 68131

Re: Structure located at **209 Industrial Drive** Bellevue, Nebraska  
LEGAL: Tax Lots M & K 41-13-13 (0.51 AC)

To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 209 Industrial Drive in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, March 15, 2022, in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

Susan Kluthe, CMC/AAE  
Bellevue City Clerk

CC: Mike Christensen

## **NOTICE OF HEARING**

Andrew Workshops LLC  
OWNER OF: Tax Lots M & K 41-13-13 (0.51 AC)  
LOCATED AT 209 Industrial Drive  
**BELLEVUE, SARPY COUNTY, NEBRASKA,**  
AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

**Tuesday, March 15, 2022 at 6:00 p.m.**

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.



Susan Kluthe

Bellevue City Clerk

**RESOLUTION NO. 2022-08**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA**, that upon the facts presented, the structure(s) located on Tax Lots M & K 41-13-13 (0.51 AC), Bellevue, Sarpy County, Nebraska,

and located at 209 Industrial Drive, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by April 15, 2022, and if not done by April 15, 2022, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 15th day of March, 2022.

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Mayor

ATTEST:

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City Clerk

APPROVED as to Form:

---

City Attorney

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14b. & 14b1.  
3/15/2022

COUNCIL MEETING DATE <b>03/15/2022</b> SUBMITTED BY: <b>Mike Christensen</b>		Permits & Inspections
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Condemnation of 1302 Main St. Bellevue, NE 68005

SYNOPSIS/BACKGROUND:

The dwelling located at 1302 Main St. Bellevue, NE 68005 sustained damage from a storm that caused a tree to fall on the dwelling in July of 2021. Shortly after the storm the tree was removed from the roof and a tarp placed on the damaged areas. The dwelling has been placarded as unfit for human occupancy and has remained as such since the storm. There were two certified notices stating to obtain permits to bring the dwelling back into code compliance, or the matter would be turned over to the Bellevue City Council for possible condemnation. At this time no permits have been obtained to repair the dwelling.

FISCAL IMPACT: **\$10,000.00** BUDGETED FUNDS?: YES  GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: \_\_\_\_\_

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:

Representatives for the dwelling need to show cause why such dwelling should not be condemned as a public nuisance. Otherwise the dwelling should be ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

1. **photo** 2. **photo** 3. **photo**

4. \_\_\_\_\_ 5. \_\_\_\_\_ 6. \_\_\_\_\_

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. B. [Signature]*  
*[Signature]*  
*[Signature]*



City of Bellevue  
Permits and Inspections  
1510 Wall St. ▪ Bellevue, Nebraska 68005 ▪

February 15, 2021

**From:** Mike Christensen, <sup>ve</sup> Chief Building Official  
Permits and Inspections  
City of Bellevue, Nebraska

**To:** Susan Kluthe

**Subject:** 1302 Main St. Bellevue, Ne 68005  
LEGAL: LOTS 7&8 BLOCK 95 BELLEVUE

Dear Ms. Kluthe:

In accordance with the provisions outlined the Bellevue City Code; Section 8-47 I am notifying you that the building/dwelling located at 1302 Main St. Bellevue, NE 68005, has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Peter Grayson 816 Driftwood Dr. Papillion, NE 68046-4727. The dwelling sustained damage from a tree falling on the dwelling in July of 2021 that resulted in the dwelling being unfit for human habitation, and it has been placarded as such. In the initial notification process in July of 2021 a certified letter was sent and accepted stating the deficiencies of the property.

In late July of 2021 the tree was removed from the dwelling and a tarp was placed over the damaged areas, but no permits were taken out to bring the dwelling back into a habitable condition. A second notice was sent out August 14<sup>th</sup> of 2021 by certified mail stating the deficiencies and a ten (10) day time frame to obtain permits to bring the dwelling back into code compliance.

Since that time there has been no attempt to comply with the order to submit plans to repair the dwelling or to obtain a demolition permit and the structure remains placarded as unfit for human habitation. Therefore, I am sending this report to you with my opinion that the dwelling as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.



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2



3





City of Bellevue  
Office of the City Clerk  
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

February 23, 2022

Peter Grayson  
816 Driftwood Drive  
Papillion, NE 68046-4727

**COPY**

Re: Structure located at **1302 Main Street** Bellevue, Nebraska  
LEGAL: Lots 7 & 8, Block 95, Bellevue

To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 1302 Main Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, March 15, 2022, in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

Susan Kluthe, CMC/AAE  
Bellevue City Clerk

CC: Mike Christensen

## NOTICE OF HEARING

Peter Grayson

OWNER OF: Lots 7 & 8, Block 95, Bellevue

LOCATED AT 1302 Main Street

**BELLEVUE, SARPY COUNTY, NEBRASKA,**

AND TO ALL OTHER PERSONS WITH ANY INTEREST IN THAT PROPERTY

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council on

**Tuesday, March 15, 2022 at 6:00 p.m.**

in the City Council Chambers at Bellevue City Hall, 1500 Wall Street and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.



Susan Kluthe

Bellevue City Clerk

**RESOLUTION NO. 2022-09**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA,** that upon the facts presented, the structure(s) located on

Lots 7 & 8, Block 95, Bellevue, Sarpy County, Nebraska,

and located at 1302 Main Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by April 15, 2022, and if not done by April 15, 2022, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 15th day of March, 2022.

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Mayor

ATTEST:

---

City Clerk

APPROVED as to Form:

---

City Attorney

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

**15a.**  
**3/15/2022**

COUNCIL MEETING DATE: 03/01/2022		SUBMITTED BY: Tammi Palm		Planning Manager	
AGENDA ITEM:		CONSENT AGENDA	<input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE	<input type="checkbox"/>	ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION	<input checked="" type="checkbox"/>	CURRENT BUSINESS	<input type="checkbox"/>	OTHER	<input type="checkbox"/>

**SUBJECT:**

Request to approve the redevelopment plan for Lot 5, Edward Warren Addition, and Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska. Applicant: TKC Chandler, LLC. General Location: W Chandler Rd and S 35th Street.

**SYNOPSIS/BACKGROUND:**

TKC Chandler, LLC has submitted a redevelopment plan for approximately 10 acres of land near South 35th Street and Chandler Road. The applicant intends to development the Chandler Creek Subdivision consisting of 38 single family residences. Additionally, the applicant will rehabilitate the existing single family residence on Lot 5, Edward Warren Addition. This area was previously declared as blighted and substandard. TKC Chandler, LLC is requesting TIF in the amount of \$1,807,000. The project is estimated to be worth \$10,920,000 upon completion.

FISCAL IMPACT:	n/a	BUDGETED FUNDS?:	NO	GRANT/MATCHING FUNDS?:	NO
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**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

**RECOMMENDATION:**

The Planning Department and Planning Commission are recommending approval.

**ATTACHMENTS:**

1. Staff Memo	2. Resolution 2022-07 (with attachments)	3.
4.	5.	6.

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures: Tammi Palm, Mark Chert]*



City of Bellevue  
Planning Department

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

## MEMORANDUM

To: Planning Commission  
FROM: Angela Curry, Assistant Planning Manager  
DATE: February 22, 2022  
RE: Proposed Redevelopment Plan for Lot 5, Edward  
Warren Addition, and Tax Lot H2

Attached for your review and recommendation is the Redevelopment Plan for TKC Chandler LLC. This plan proposes the redevelopment of the vacant property of Tax Lot H2, and adjacent Lot 5, Edward Warren Addition. This area was previously designated as blighted and substandard by the City Council. Approval of the Redevelopment Plan is the next step in the redevelopment process.

The site is approximately 10.25 acres in size and consists of two lots located on the south side of West Chandler Road between South 32<sup>nd</sup> Street and South 36<sup>th</sup> Street. Undeveloped Tax Lot H2 is approximately 9.99 acres, and Lot 5, Edward Warren Addition, is developed with a single-family residential structure built in 1961 and in need of significant repairs.

The applicant is proposing redevelopment of the property by replatting Tax Lot H2 to be developed into thirty-eight lots with single-family residential dwellings. The first structure will be a model home thought to be completed before the end of 2022. Thereafter, the applicant projects they will construct approximately ten residences before the end of 2023, an additional twelve by the end of 2024, and another fifteen by the end of 2025. Each home will be 1,600 to 1,700 square foot split entry or raised ranch with three bedrooms, two bathrooms and an attached two car garage. The applicant plans to revitalize the existing structure on Lot 5 and provide aesthetic harmony with the new homes of the Chandler Creek development.

The applicant is estimating the property's assessed valuation to be \$10,920,000 upon completion of the thirty-eight new single-family residences on Tax Lot H2 and rehabilitation of the residence on Lot 5, Edward Warren Addition.

The Redevelopment Plan states there is approximately \$1,807,000 of Tax Increment Financing (TIF) eligible redevelopment costs associated with the project. The applicant is proposing the use of TIF

to fund \$1,807,000 expenses. The breakdown of costs and data supporting the payback of TIF expenditures is attached to the Redevelopment Plan for your review.

The Planning Department believes this project will be a benefit to the city through the improvement of a blighted and substandard area with a 10 acre parcel that has remained vacant and underutilized and rehabilitation of a 60-year-old single family residence; both located on the south side of West Chandler Road. As noted in the redevelopment plan, the Comprehensive Plan designates this area as low density residential. The site is currently zoned Single-Family Residence – 7,200 Square Feet, which is a medium density residential designation. The proposed medium density residential development is consistent with the existing uses adjacent to the property and conforms to the city's overall plan for development.

The Redevelopment Plan meets the requirements of Section 18-2111 of Nebraska State Statutes with respect to required plan contents. As required by Nebraska State Statutes, the Planning Department advertised the public hearing on this application twice in local publications and sent notification to the governing bodies of Sarpy County, the Papio-Missouri River NRD, Metropolitan Community College, ESU #3, and the Bellevue Public School District.

#### PLANNING DEPARTMENT RECOMMENDATION:

The Planning Department recommends approval of the TKC Chandler LLC Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along West Chandler Road.

#### PLANNING COMMISSION RECOMMENDATION:

The Planning Commission recommended approval of the TKC Chandler LLC Redevelopment Plan based on conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for redevelopment along West Chandler Road.

## **RESOLUTION 2022-07**

WHEREAS, TKC Chandler LLC., is the developer of certain real property currently situated within the corporate limits of the City of Bellevue ("City"), Lot 5, Edward Warren Addition, and Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska ("Redevelopment Project Area"); and

WHEREAS, the Redevelopment Project Area is situated within an area previously designated by the Bellevue City Council as blighted and substandard and in need of redevelopment as such terms are defined and contemplated by the Nebraska Community Development Law (Sections 18-2103(3) and 18-2103(31) et seq., R.R.S. Neb.) (the "Act"); and

WHEREAS, TKC Chandler, LLC has submitted the Redevelopment Project Plan for the Redevelopment Project Area ("Redevelopment Plan") to the Council for its approval as the governing body of the City (as such terms are contemplated by the Act) for the redevelopment of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan is attached to this Resolution as Exhibit "A"; and

WHEREAS, the Redevelopment Plan anticipates the redevelopment of land with new residential units to be used for single-family residential use, and other property improvements as shown in Exhibit "A" (the "Redevelopment Project"); and

WHEREAS, the Redevelopment Plan contemplates that the Redevelopment Project shall be the sole responsibility of, and shall be undertaken and completed at the sole cost and expense of TKC Chandler, LLC; and

WHEREAS, it is further anticipated that, when completed, the Redevelopment Project will result in an approximately \$10,628,449 increase in the current assessed valuation of the Redevelopment Project Area, and will also enhance the potential for increases in commercial and other desired development within the surrounding vicinity of the Redevelopment Project Area; and

WHEREAS, the Redevelopment Plan contemplates that pursuant to the covenants, terms and conditions of a redevelopment agreement among the City, TKC Chandler, LLC. and such other parties as shall be appropriate, the City will issue such appropriate tax increment financing instruments as City shall deem to be appropriate, at the cost of TKC Chandler, LLC, in an amount not to exceed the principal sum of \$1,807,000 which, if fully paid, will reimburse TKC Chandler, LLC. for costs incurred in furtherance of those eligible Project improvements that are identified in the Plan and the Redevelopment Agreement from the increase in ad valorem real estate taxes levied upon the Redevelopment Project Area over a period of not more than fifteen (15) years from the effective date of the Redevelopment Plan as contemplated by the Act; and

WHEREAS, the Redevelopment Plan contemplates that the tax increment financing instruments to be issued in furtherance of the Redevelopment Project will be fully retired within fifteen (15) years from the effective date of the Redevelopment Plan as a result of the anticipated increase in the assessed value of the Redevelopment Project Area alone (by the payment of the corresponding increase in ad valorem real estate taxes to be levied upon Redevelopment Project Area); and

WHEREAS, following a public hearing convened by the Bellevue Planning Commission pursuant to and in accordance with Section 18-2115 of the Act, the Bellevue Planning Commission concluded that the Redevelopment Plan was in conformity with the general plan for the development of the City and otherwise in conformity with the Act and recommended that this Council approve the Redevelopment Plan, such recommendation being attached to this Resolution in the form of Exhibit "B"; and

WHEREAS, following a public hearing convened in accordance with the requirements of Section 18-2115 of the Act, and in consideration of all information therein presented together with such other information as this Council has determined to be appropriate, this Council finds:

(a) The Redevelopment Plan is in conformity with the general plan for the development of the City and otherwise in conformity with the legislative declarations and determinations of the Act;

(b) The Redevelopment Project would not be economically feasible without the use of tax-increment financing;

(c) The Redevelopment Project would not occur in the Redevelopment Project Area without the use of tax-increment financing;

(d) The costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivisions, the economy of the City, and the demand for public and private services are in the long-term interest of the City, its residents and taxpayers and the Redevelopment Project Area; and

(e) The cost-benefit analysis for the Redevelopment Project, including that analysis identified and discussed in the Redevelopment Plan, i.e.

- (i) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147 of the Act;
- (ii) Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the Redevelopment Project;
- (iii) Impacts on employers and employees of firms locating or expanding within the boundaries of the Redevelopment Project Area;
- (iv) Impacts on other employers and employees within the City and the immediate areas that are located outside the Redevelopment Project Area; and
- (v) Such other impacts determined by this Council, as the governing body of the City to be relevant to the consideration of costs and benefits arising from the Redevelopment Project,

sufficiently demonstrates to this Council that approval of the Redevelopment Project as outlined in the Redevelopment Plan is in the best interest of the City, its residents and taxpayers, subject to the execution and delivery of a Redevelopment Agreement (and other related agreements) among TKC Chandler, LLC and such other appropriate parties, containing covenants, terms and conditions as shall be necessary or appropriate.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of the City of Bellevue as follows:

1. That the Redevelopment Plan should be and hereby is approved subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, TKC Chandler, LLC, and such other parties as shall be appropriate, to be first approved by this City Council, which agreement(s) shall implement the Redevelopment Plan and set forth the covenants, terms, conditions and other appropriate provisions by which any tax increment financing instruments shall be issued and by which the Redevelopment Project shall be effected.

2. That, subject to the due execution and delivery of a Redevelopment Agreement and other appropriate agreements by and among the City, TKC Chandler, LLC, and such other parties as

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

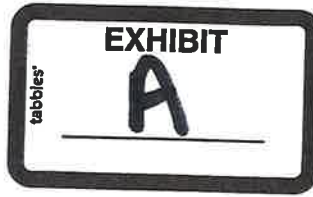
PASSED AND ADOPTED THIS 15TH DAY OF MARCH, 2022.



\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk



RECEIVED  
JAN 18 2022  
PLANNING DEPT.

**TIF APPLICATION  
FOR  
CHANDLER CREEK REDEVELOPMENT**

LOT 5, EDWARD WARREN ADDITION AND TAX LOT H2  
BELLEVUE, NEBRASKA

SUBMITTED: December 20, 2021

Submitted to:

Chairman and Members of the Planning Board

Submitted by:

Applicant: TKC Chandler LLC  
1310 Lambert Drive  
Papillion, NE 68046

Attorney for Applicant: Elizabeth A. Sevcik  
Croker Huck Law Firm  
2120 S. 72nd St., Ste. 1200  
Omaha, NE 68023  
(402) 505-3159  
esevcik@crokerlaw.com

## Project Description

### Background:

The project site is located on the south side of W. Chandler Rd. between S. 32<sup>nd</sup> Street and S. 36<sup>th</sup> Street in Bellevue, NE. The project site presently consists of two lots. Lot 5 Edward Warren Addition contains a single-family residence that is 60 years old and in significant deterioration. Such deterioration is evidenced by a lack of shingles/proper roofing among other signs of age and decay. Lot H-2 has been vacant and undeveloped land for more than 40 years.

The property is designated as a “blighted and substandard” area by the City of Bellevue. Redevelopment of the property will support the City of Bellevue’s elimination of blighted and substandard areas within its boundaries. The property is located within a primarily residential area where the average age of the surrounding structures is more than 40 years old.

Redevelopment of this site is anticipated to begin in 2022 with site development, followed by the construction of a model home to be completed by the end of 2022. Thereafter approximately 37 more single-family homes will be constructed over a three-year period and the existing single-family residence will be remodeled to rehabilitate the property and complement the neighboring development.

### Existing Land Use and Conditions of the Redevelopment Site:

The site, approximately 10.25 acres in size, consists of two lots total: one lot developed with a single-family residential structure and one undeveloped lot constituting approximately 9.99 of the total acres. Exhibit A-1 shows the undeveloped nature of Lot H-2 and the residence located on Lot 5 Edward Warren Addition, including its lack of proper shingling on the roof. The residential structure is in poor physical condition and the vacant land does not currently contain any of the infrastructure necessary for the development of residences or other structures on the site.

The property is currently zoned as Single-Family Residential- RS-72.

The site has already been declared to be blighted and substandard by the City of Bellevue pursuant to the standards of the Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

### Proposed Use and Project Details:

Applicant proposes to re-plat the vacant land into thirty-eight lots to be known as Chandler Creek. The project is proposed to be rezoned to RD-60 to accommodate 38 lots for single family residential use on the 9.99 acres. Applicant anticipates beginning grading and installation of necessary infrastructure in early 2022, with the objective of completing a model home at the site before the end of 2022. Thereafter Applicant projects it will construct approximately 10 residences before the end of 2023, an additional 12 houses by the end of 2024 and another 15 houses by the end of 2025.

The residences will be single-family residences and applicant expects a market price point of approximately \$260,000-\$300,000. The average home in the neighborhood will be a 1,600-

1,700 square foot split entry or raised ranch style house with three bedrooms and two bathrooms. The neighborhood will have two entry points with a road curving through the subdivision for access. Lots will range in size from about .12 to .20 acres. A site plan is attached hereto as Exhibit A.

Applicant further plans to remodel the existing residential structure to revitalize the residence and provide aesthetic harmony with the new homes of Chandler Creek development.

The property is owned by TKC Chandler LLC and the site will be developed by Applicant. The residential structures will be built by Imperial Homes, LLC. The architectural plans are being designed by Full House Architecture & Construction. Engineering services are provided by TD2 Engineering & Surveying.

**Parking Plan for Proposed Project:**

Each residence will have an attached two car garage and driveway available for parking. There will be parking along the roads within the development as well.

**ANALYSIS:**

The project site is located within a Community Redevelopment Area, meets the requirements of the Community Development Law and qualifies for the submission of an application for the utilization of Tax Increment Financing to cover costs associated with project development as submitted for approval through the Tax Increment Financing process. The project is or will be in compliance with zoning requirements, the City's Master Plan, and applicable Ordinances and development regulations.

This development project serves to expand housing availability for single-family entry level housing in Bellevue and eliminates an area of blight with no recent development along W. Chandler Rd. The project will rehabilitate a dilapidated structure and provide the needed site preparation, utilities connections, and infrastructure necessary to develop a location that has stagnated in development due to the lack of necessary infrastructure for a comprehensive development. The difficulties and the additional costs involved in installing infrastructure and connecting utilities, as well as integrating and updating the deteriorating house next door into a cohesive and attractive neighborhood, are challenges that further support the necessity of TIF assistance for this project.

This project would not be feasible without the assistance of the TIF Program as shown by the attached calculation on the return on investment with and without TIF funds. A reasonable investor would not find the return on investment to be sufficient without the assistance of the TIF funds and would not invest in development of the property. Accordingly, TIF funds are necessary for this project to go forward.

**Project Finance Summary**

**Sources of Funds:**

Owner Equity

**Amounts:**

\$9,524,905

Tax Increment Financing	\$1,807,000
<b>Total Sources of Funds:</b>	<b>\$11,331,905</b>

**Uses of Funds:**

Land Acquisition	\$680,000
Platting	\$65,000
Site Grading	\$143,000
Storm Sewer	\$92,400
Sanitary Sewer	\$209,600
Paving	\$326,600
Sidewalk	\$21,600
Water	\$127,200
Electricity	\$54,400
Architecture Cost	\$50,000
Attorney Fees	\$15,000
TIF Application Fees	\$23,105
Construction Costs for 38 New Residences	\$9,424,000
Remodel of Existing Residence	\$100,000
<b>Total Uses of Funds:</b>	<b>\$11,331,905</b>

**Final Valuation Discussion**

The applicant estimates the average assessed valuation for the 38 new single-family residences to be \$280,000 per house for a total of \$10,640,000. The estimated assessed valuation for the rehabilitated property is \$280,000, for a total final assessed valuation of \$10,920,000. The current assessed valuation for Tax Lot H2 is \$173,239. The current assessed valuation for Lot 5 is \$118,312, for a total current assessed valuation of the project site of \$291,551.

**Land Use and Zoning**

The site's two lots are currently zoned as RS-72. The project will remain residential but due to lot size Tax Lot H2 requires rezoning to RD- 60.

**Utilities and Public Improvements**

Tax Lot H2 is currently undeveloped, therefore connections to standard utilities (electrical, water, gas, sewer) will need to be constructed within the site and connected to existing main lines near the site. The project will also require installation of roads, sidewalks, curbing, gutters, hydrants, and stormwater management facilities. The residence on Lot 5 is already connected to utilities and benefitted by public improvements.

**Historical Status**

Not applicable.

### **Evaluation Criteria: Mandatory Criteria**

- 1. The project must be located within a blighted area or an area eligible for a designation of blight as required and set forth by Nebraska statute.**

The properties were previously designated by the City of Bellevue as a substandard and blighted in accordance with Community Development Law, Neb. Rev. Stat. § 18-2101, et. seq.

- 2. The project must further the objectives of the City's Master Plan.**

The project will result in the development of approximately 10 acres of vacant and underutilized land on the south side of W. Chandler Road between S. 32<sup>nd</sup> Street and S. 36<sup>th</sup> Street in Bellevue, NE and rehabilitation of an existing substantially deteriorated residential structure. Once completed the development will offer 38 new single-family residences to support the continued growth and housing needs of the Bellevue community. While the City's Future Land Use Map shows the master plan for the properties is low density residential, this medium density residential development conforms to the general plan for the City as a whole because it is consistent with the medium density residential uses adjacent to the properties on the North, East, and South and furthers the City's goal of adding residential development to the area in a manner that is economically feasible.

- 3. The use of TIF for the project will not result in a loss of pre-existing tax revenues to the City and other taxing jurisdictions.**

The Tax Increment Financing request proposes to utilize only the increase in property taxes resulting from the improvements proposed by the developer. Existing tax revenues will continue to accrue to the benefit of the City of Bellevue and other taxing jurisdictions within which the property lies. This property is currently mostly undeveloped, and the development of the property will add to the future tax base of the City. The City and other taxing authorities will continue to receive taxes at the current assessed value for the base year and will receive a significant increase in taxes on the increased taxable value upon completion of the TIF payments.

- 4. The developer is able to demonstrate that the project would not be economically feasible without the use of Tax Increment Financing. In addition, if the project has site alternatives, the proposal must demonstrate that it would not occur in the area without TIF. Return on investment assists in determining the economic feasibility of the project.**

See Developer's "Return on Investment Analysis" attached hereto as Exhibit B.

### **Cost-Benefit Analysis**

- 1. Tax shifts resulting from the approval of the use of funds pursuant to section 18-2147 (of the Community Development Law):**

There are no anticipated tax shifts resulting from this project. The current taxing authorities will continue to receive taxes on the property at the current assessed value determined for the base year.

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from projects receiving incentives:**

Public infrastructure currently exists along and adjacent to the project site. The project will provide sidewalks, lighting, and landscaping around and at the site, and will supply the necessary infrastructure within the site. Currently, this site is underutilized as mostly vacant land and contributes to the blight of the area with the poorly maintained residential structure along W. Chandler Road. Over the long term, the project will provide a significant increase in local property tax revenues based upon the increased value of the developed site after repayment of the TIF funds. While the project will provide 38 new housing units to the area, any impact upon the community public services already provided in the area are outweighed by the increased tax revenue to be provided by such development. Additionally, the new housing will not be added all at once but over a period of approximately three years, allowing for the growth of the public service needs with the development over an extended period of time.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of redevelopment project:**

During redevelopment and construction, the project will create jobs and local businesses are likely to be patronized by workers. Upon completion of the project, the project will create housing availability for new and existing residents of the Bellevue community. The project will further benefit local business by increasing the residents in the area who will be likely to patronize nearby Bellevue businesses.

**4. Impacts on businesses within the area:**

This project will bring 38 additional households to the community of Bellevue. Those residents will support local shops and restaurants. The project will also provide new housing options for those working at businesses in the area or for those looking to work for Bellevue businesses.

**5. Impacts on students' populations and school districts within the project area:**

This project will likely bring families with students into the school districts serving the area, but due to the size of the residences, number of housing units within the project, and three-year development period, it is not likely to have such a significant impact that it would have an adverse effect.

**6. Any other impacts relevant to the consideration of costs and benefits arising from the development project:**

This project will bring new housing into an area that has not seen development for many years and will hopefully act as a catalyst for other developments and the revitalization of the surrounding properties.

While the addition of new residences will increase the traffic along West Chandler Road in the development area, the subdivision provides for only two access points into the subdivision. The two access points will allow for the growth of residential housing in the area in furtherance of the City's master plan while at the same time minimizing the number of entry points onto West Chandler Road, for better control of traffic and safety.

#### **TIF Request**

The TIF request is for \$1,807,000, plus accrued interest. The TIF amount is less than 16% of the total project cost. TIF will be used to offset TIF eligible costs such as land acquisition, site prep work, architectural and engineering fees, and public improvements as required. The TIF Eligible Expenses are shown in detail on Exhibit C. The total estimated project cost is \$11,331,905. The final assessed valuation upon completion of the project of \$10,920,000.00 will support the TIF request with interest at the rate of 4% per annum as shown by the Amortization Schedule attached as Exhibit D.

# CHANDLER CREEK

## LOTS 1 THROUGH 38 AND OUTLOT A

### SARPY COUNTY, NEBRASKA

#### NOTES

1. Existing structures are shown in gray.
2. All proposed structures shall be 10' high.
3. All proposed structures shall be 10' wide.
4. All proposed structures shall be 10' deep.
5. All proposed structures shall be 10' thick.
6. All proposed structures shall be 10' long.
7. All proposed structures shall be 10' wide.
8. All proposed structures shall be 10' deep.
9. All proposed structures shall be 10' thick.
10. All proposed structures shall be 10' long.

#### LEGAL DESCRIPTION

SECTION 16, TOWNSHIP 25N, RANGE 11N, COUNTY OF SARPY, NEBRASKA

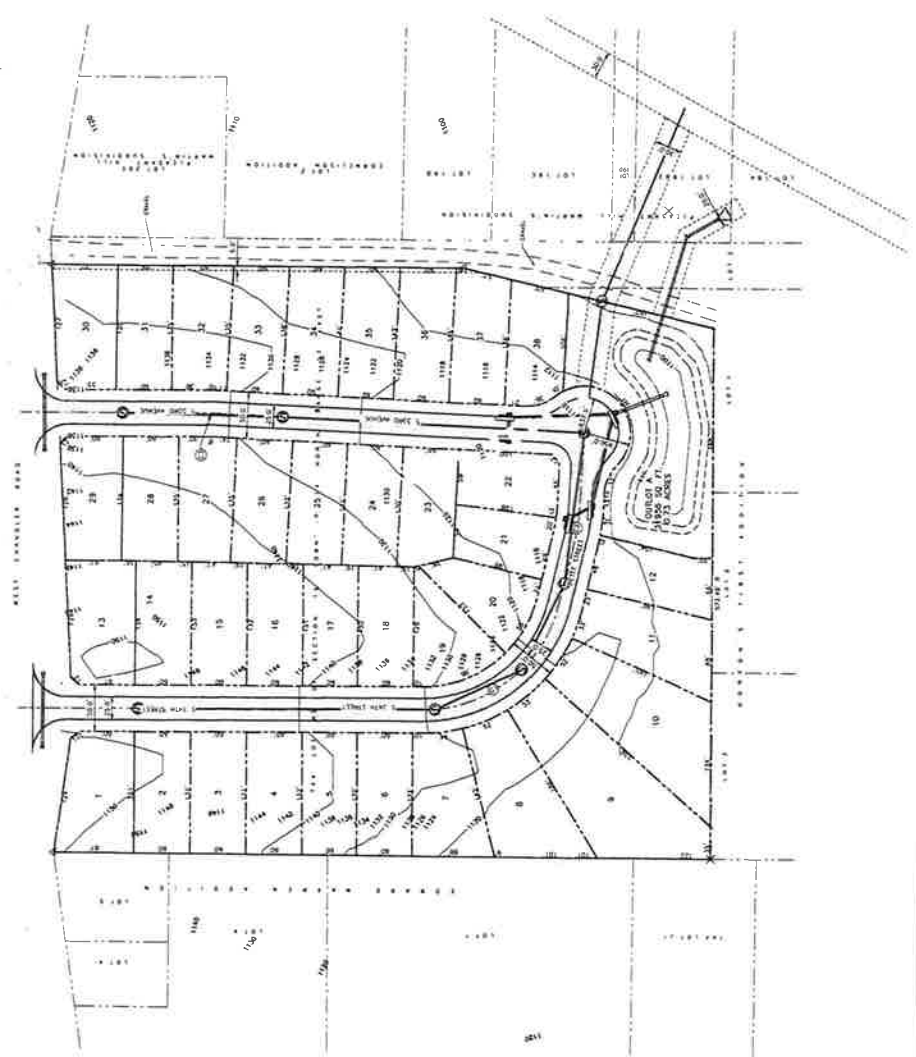
#### SUBDIVIDER

1515 GARDNER AVE.  
PALLADIUM OF IOWA

#### ENGINEER

THOMPSON, DRESSMAN & DORNER, INC.  
10838 OLD MILL RD.  
OMAHA, NE 68154  
P. 402.330.9880

CURVE #	RADIUS	LENGTH	DELTA	INCHES
C1	1000.00	100.00	18.00	10.00
C2	2000.00	200.00	36.00	20.00
C3	3000.00	300.00	54.00	30.00



#### LEGEND

- EXISTING CONDITIONS
- PROPOSED CONDITIONS
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED PROPERTY
- PROPOSED SANITARY SEWER (AS SHOWN TO THE CITY OF BELLVIEW)
- PROPOSED STORM SEWER AND SANITARY SEWER (AS SHOWN TO THE CITY OF BELLVIEW)
- PROPOSED PRIVATE STREET FRONT OF AN LOT/LOT
- EXISTING STRUCTURE FRONT EXTENSION DRAWING TO THE CITY OF BELLVIEW

Drawn By: B.J.F.  
Reviewed By: DEK  
Job No.: 2283-101  
Date: 11-23-21

Preliminary Plat

Exhibit A

**TD2**  
Engineering & Surveying

Thompson, Dressman & Dornier, Inc.  
10838 Old Mill Rd  
Omaha, NE 68154  
P. 402.330.9880 www.td2co.com

Chandler Creek

TKC Chandler, LLC

# CHANDLER CREEK

## LOTS 1 THROUGH 38 AND OUTLOT A

### SARPY COUNTY, NEBRASKA



Thompson, Dresssen & Corner, Inc.  
 18935 Old Mill Rd  
 Omaha, NE 68154  
 P-402.338.8960 www.td2co.com

Chandler Creek

TKC Chandler, LLC

#### NOTES

1. Existing roads, S 85-22, proposed shown, 6 m 140.
2. All utility lines shall be shown on this plan.
3. ALL UTILITIES SHALL BE PROTECTED BY THE NEBRASKAN UTILITIES CODE.
4. POWER LINES SHALL BE PROTECTED FROM THE POWER LINES, POWER POLES AND TOWERS BY THE NEBRASKAN UTILITIES CODE.
5. ALL UTILITIES SHALL BE PROTECTED FROM THE POWER LINES, POWER POLES AND TOWERS BY THE NEBRASKAN UTILITIES CODE.
6. ALL UTILITIES SHALL BE PROTECTED FROM THE POWER LINES, POWER POLES AND TOWERS BY THE NEBRASKAN UTILITIES CODE.
7. ALL UTILITIES SHALL BE PROTECTED FROM THE POWER LINES, POWER POLES AND TOWERS BY THE NEBRASKAN UTILITIES CODE.
8. ALL UTILITIES SHALL BE PROTECTED FROM THE POWER LINES, POWER POLES AND TOWERS BY THE NEBRASKAN UTILITIES CODE.
9. ALL UTILITIES SHALL BE PROTECTED FROM THE POWER LINES, POWER POLES AND TOWERS BY THE NEBRASKAN UTILITIES CODE.
10. ALL UTILITIES SHALL BE PROTECTED FROM THE POWER LINES, POWER POLES AND TOWERS BY THE NEBRASKAN UTILITIES CODE.

#### LEGAL DESCRIPTION

SECTION 36, T4S, R10E, S20E, SARPY COUNTY, NEBRASKA.

#### SUBDIVIDER

TKC CHANDLER, LLC  
 18935 OLD MILL ROAD  
 OMAHA, NE 68154

#### ENGINEER

THOMPSON, DRESSSEN & CORNER, INC.  
 18935 OLD MILL ROAD  
 OMAHA, NE 68154

Curve #	Radius	Length	Delta	Magnets
E1	1000.00'	100.00'	36.00°	100.00'
E2	500.00'	17.15'	12.00°	17.15'
E3	1000.00'	17.15'	36.00°	17.15'



LEGEND

- EXISTING CONDITIONS
- PROPOSED CONDITIONS
- PROPOSED DRIVEWAYS
- PROPOSED SIDEWALKS
- PROPOSED DRIVEWAYS
- PROPOSED SIDEWALKS
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Drawn By: RLFJ Reviewed By: CLKK  
 Job No.: 228-01 Date: 11-28-21

Preliminary Plat  
 Aerial

Exhibit A-1

**Exhibit B**  
**Return on Investment Analysis**

**House Construction Costs**

Price per square foot (3 bed, 2 bath, 2 car garage)	\$155
Square Footage of House	1,600
Construction cost per new house	\$248,000
Total number of new homes	38
Total cost of new home construction	\$9,424,000
Cost of remodel for existing home	\$100,000
<b>Total remodel and new construction cost:</b>	<b>\$9,524,000</b>

**Other Development Costs**

Development Costs from Exhibit C	\$1,807,905
<b>Total Other Development Costs</b>	<b>\$1,807,905</b>

<b>Total Cost</b>	<b>\$11,331,905</b>
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Source of Funds	Project with TIF	Project without TIF
TIF Proceeds	\$1,807,000	\$0
Equity	\$9,524,905	\$11,331,905
Total:	\$11,331,905	\$11,331,905

Market Price per House	\$280,000
Net Sales Proceeds after 6% Real Estate Commission	\$263,200
<b>Total Net Sales Proceeds for 39 houses</b>	<b>\$10,264,800</b>

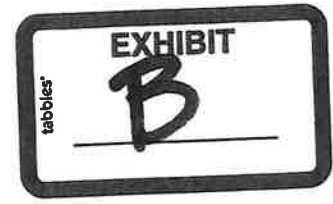
<b>Return on Investment</b>	<b>8%</b>	<b>-9%</b>
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**Exhibit C**  
**TIF Eligible Expenses**

Land Acquisition	\$680,000
Platting	\$65,000
Site Grading	\$143,000
Storm Sewer	\$92,400
Sanitary Sewer	\$209,600
Paving	\$326,600
Sidewalk	\$21,600
Water	\$127,200
Electricity	\$54,400
Architecture Cost	\$50,000
Attorney Fees	\$15,000
TIF Application Fees	\$23,105
<b>Total:</b>	<b>\$1,807,905</b>

**EXHIBIT D**  
Chandler Creek Development

Year	Total Taxable Valuation	Pre-Development Base	TIF Taxable Valuation	Tax Levy	Gross TIF Tax Revenue	Treasurer's 1% Fee	Tax Revenue Available for TIF DS	Principal	Debt Service Payments		TIF DS PMT	Loan Balance
									Interest at 4.0%	TIF DS		
Jan-22	0											\$ 1,807,000
Mar-22	0.5	571,551	291,551	280,000	3,239	32	3,207	\$ (35,912)	\$ 39,119	\$ 3,207	\$ 1,991,867	\$ 1,843,140
Jul-22	1	3,080,000	291,551	2,788,449	32,260	323	31,937	\$ (8,633)	\$ 40,570	\$ 31,937	\$ 2,028,497	\$ 1,880,003
Mar-23	1.5	3,080,000	291,551	2,788,449	32,260	323	31,937	\$ (8,805)	\$ 40,743	\$ 31,937	\$ 2,045,935	\$ 1,917,603
Jul-23	2	6,440,000	291,551	6,148,449	71,132	711	70,421	\$ 29,502	\$ 40,919	\$ 70,421	\$ 2,016,433	\$ 1,955,955
Mar-24	2.5	571,551	291,551	280,000	3,239	32	3,207	\$ (35,912)	\$ 39,119	\$ 3,207	\$ 1,991,867	\$ 1,807,000
Jul-24	3	571,551	291,551	280,000	3,239	32	3,207	\$ (36,630)	\$ 39,837	\$ 3,207	\$ 2,028,497	\$ 1,843,140
Mar-25	3.5	3,080,000	291,551	2,788,449	32,260	323	31,937	\$ (8,633)	\$ 40,570	\$ 31,937	\$ 2,037,130	\$ 1,880,003
Jul-25	4	3,080,000	291,551	2,788,449	32,260	323	31,937	\$ (8,805)	\$ 40,743	\$ 31,937	\$ 2,045,935	\$ 1,917,603
Mar-26	4.5	6,440,000	291,551	6,148,449	71,132	711	70,421	\$ 29,502	\$ 40,919	\$ 70,421	\$ 2,016,433	\$ 1,955,955
Jul-26	5	6,440,000	291,551	6,148,449	71,132	711	70,421	\$ 30,092	\$ 40,329	\$ 70,421	\$ 1,986,341	\$ 1,986,341
Mar-27	5.5	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 82,005	\$ 39,727	\$ 121,732	\$ 1,904,336	\$ 1,904,336
Jul-27	6	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 83,646	\$ 38,087	\$ 121,732	\$ 1,820,690	\$ 1,820,690
Mar-28	6.5	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 85,318	\$ 36,414	\$ 121,732	\$ 1,735,372	\$ 1,735,372
Jul-28	7	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 87,025	\$ 34,707	\$ 121,732	\$ 1,648,347	\$ 1,648,347
Mar-29	7.5	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 88,765	\$ 32,967	\$ 121,732	\$ 1,559,582	\$ 1,559,582
Jul-29	8	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 90,541	\$ 31,192	\$ 121,732	\$ 1,469,041	\$ 1,469,041
Mar-30	8.5	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 92,351	\$ 29,381	\$ 121,732	\$ 1,376,690	\$ 1,376,690
Jul-30	9	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 94,198	\$ 27,534	\$ 121,732	\$ 1,282,491	\$ 1,282,491
Mar-31	9.5	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 96,082	\$ 25,650	\$ 121,732	\$ 1,186,409	\$ 1,186,409
Jul-31	10	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 98,004	\$ 23,728	\$ 121,732	\$ 1,088,405	\$ 1,088,405
Mar-32	10.5	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 99,964	\$ 21,768	\$ 121,732	\$ 988,440	\$ 988,440
Jul-32	11	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 101,963	\$ 19,769	\$ 121,732	\$ 886,477	\$ 886,477
Mar-33	11.5	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 104,003	\$ 17,730	\$ 121,732	\$ 782,474	\$ 782,474
Jul-33	12	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 106,083	\$ 15,649	\$ 121,732	\$ 676,392	\$ 676,392
Mar-34	12.5	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 108,204	\$ 13,528	\$ 121,732	\$ 568,187	\$ 568,187
Jul-34	13	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 110,368	\$ 11,364	\$ 121,732	\$ 457,819	\$ 457,819
Mar-35	13.5	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 112,576	\$ 9,156	\$ 121,732	\$ 345,243	\$ 345,243
Jul-35	14	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 114,827	\$ 6,905	\$ 121,732	\$ 230,415	\$ 230,415
Mar-36	14.5	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 117,124	\$ 4,608	\$ 121,732	\$ 113,291	\$ 113,291
Jul-36	15	10,920,000	291,551	10,628,449	122,962	1,230	121,732	\$ 119,466	\$ 2,266	\$ 121,732	\$ (6,175)	\$ (6,175)



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: TKC Chandler, LLC

CASE #: ECD #54

CITY COUNCIL HEARING DATE: March 1, 2022

REQUEST: to approve the redevelopment plan for Lot 5, Edward Warren Addition, and Tax Lot H2, located in the Southwest ¼ of Section 16, T14N, R13E, of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

On January 27, 2022, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with the Comprehensive Plan, elimination of a blighted and substandard area, conformance with the requirements of the State Statutes, and the opportunity for development along West Chandler Road.

VOTE:

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

Planning Commission Hearing (s) was held on: January 27, 2022

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

\*16a.  
3/15/2022

COUNCIL MEETING DATE: 03/15/2022	SUBMITTED BY: Tammi Palm	Planning Manager
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

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

SYNOPSIS/BACKGROUND:

Redwood USA, LLC is requesting a 30-day extension for their Redwood 25 final plat, as allowed per Section 4-11, Subdivision Regulations. Staff is recommending approval of this request so they may facilitate their closing.

FISCAL IMPACT: None BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department recommends approval of this request.

ATTACHMENTS:

- Letter from Lamp Rynearson
- Email from Redwood
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Amy Mathews*  
*Tammi Palm*

VIA Email

October 13, 2021

14710 W. Dodge Rd., Ste. 100  
Omaha, NE 68154  
[P] 402.496.2498  
[F] 402.496.2730  
LampRynearson.com

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

REFERENCE:           Redwood Homes – Bellevue 25  
                            Final Plat – Delay Request  
                            Job No.: 0121027.01-003

Dear Ms. Palm:

Redwood 25 final plat was approved by Bellevue City Council on August 3, 2021, as per the 90 day filing requirement, the original deadline to file the plat was November 1, 2021.

We request a 30 day extension of the deadline to file the plat. The new deadline would be December 1, 2021. We request this extension for the following reasons:

1. The final plat cannot be recorded until the property transfer has occurred and Redwood Home is the owner.
2. Redwood Homes is coordinating with their lender to provide the necessary documentation to approve the loan for property transfer including
  - a. Verification of site plan approval
  - b. Additional coordination with seller regarding timing of property transfer
  - c. Documentation on the proposed ROW dedication for the new Bellevue Public Street, Wolf Creek Drive
3. Coordination of Signatures and other miscellaneous items.

We met with Bellevue Planning on October 13, 2021 to review the issues and believe we have a clear path forward.

Redwood Homes – Bellevue 25  
Final Plat – Delay Request  
October 13, 2021  
Job No.: 0121027.01-003  
Page 2

Please note we may need to ask for an additional 30 day extension(s) to coordinate the items noted above. The Developer, Redwood Homes, is committed to this project. Lamp Rynearson has been authorized, by Redwood Homes, to produce final construction plans and we are working towards an early December complete construction document submittal for Building Permit.

Please place this request for an extension on the next Bellevue City Council Agenda. We will submit a check in the amount of \$200 to the City of Bellevue for the extension fee.

Thank you for your attention to this matter and help with this process.

Sincerely,

LAMP RYNEARSON

A handwritten signature in blue ink that reads "John E. Coolidge, P.E.".

John E. Coolidge, P.E.  
Vice President

c: Paul DeKruiff

## Tammi Palm

---

**From:** Michael Kall <MKall@byRedwood.com>  
**Sent:** Wednesday, March 2, 2022 9:46 AM  
**To:** Tammi Palm  
**Cc:** Paul DeKruiff  
**Subject:** Bellevue Plat Extension for Redwood 25th and Cornhusker, Submission Date 03-02-2022  
**Attachments:** LTR PALM Final Plat Delay Request 211013.pdf

Tammi,

Pursuant to our ongoing discussion regarding the Plat Extension for Redwood 25<sup>th</sup> and Cornhusker, this email will serve as our request for an additional 30-day extension per the letter from Lamp Rynearson on October 13, 2021, Copy Attached. As you know, we will need several extensions due in part to our local lender requiring the following to fund and close on our construction loan:

- Survey/Plat – If not part of Site Plan/Engineering Plans already
- Zoning – Approval of Prel Site Plan and/or Rezoning
- Utility Will Serve Letters (Gas/Electric/Telecom/Sanitary/Water). If Sanitary or Water PTI(Permit To Install) that would be ok to use and not need Will Serve Letter.
- Approved Civil Engineering Drawings/Letter of Approval
- Approved Architectural Plans – Could be a plan review letter without a building permit, however we will need addressing or Building Permit Issued

We will send you a check for the 30-day Plat Extension Fee today. Please confirm receipt of this email.

Thanks again for all your help. We look forward to moving this deal forward and being part of Bellevue.

Thank You,

**Michael Kall**  
Acquisitions Coordinator



---

**Mobile:** [216.299.4810](tel:216.299.4810) [byRedwood.com](http://byRedwood.com)

7007 East Pleasant Valley Road, Independence, OH 44131

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This email (and any attachments) is intended solely for the use of the individual or entity identified in the email and may contain Redwood confidential and proprietary information. If you have received this email in error, please notify the sender or system manager immediately and be aware that any use, dissemination, distribution or copying of this email and/or attachments is strictly prohibited, and may be unlawful. This email neither constitutes an agreement to conduct transactions by electronic means nor creates a legally binding contract or enforceable obligation. Any terms contained in this email are subject to final approval by Redwood in a written contract signed by Redwood.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
3/15/2022

COUNCIL MEETING DATE: 03/15/2022	SUBMITTED BY: City Administrator	Community Development 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:

Recommendation from Program Administrator regarding the use of LB840 Economic Development Funds to purchase property in the LB840 area.

SYNOPSIS/BACKGROUND:

Under the City's adopted LB840 plan the City of Bellevue may purchase real property or options on real property when such property is located within the Highway 34 Corridor District. The Program Administrator shall recommend the purchase to the Mayor and City Council if the real property meets the goals and strategies of the Economic Development Program. The Program Administrator now recommends the purchase of real property (Parcel 011040599) located on the Northeast corner of Hwy 75 and Hwy 34 in the ETJ of the City, which is in the LB840 area for the City. This memo outlined herein outlines the recommendation and includes the appraisal of the property. This memo seeks approval to use LB840 funding in the amount of \$3,163,090 plus any applicable escrow fees plus any applicable escrow fees, closing costs, surveys, appraisals, or other fees associated with the closing of the property. Approving this item will approve the use of the LB840 funds for said purposes, the Purchase Agreement will be by separate agenda item.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME:  CIP PROJECT NUMBER:

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

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve the recommendation for purchase of real property using LB840 Economic Development Funds and authorize the use of said funding for the Purchase Agreement for said property.

ATTACHMENTS:

1.  2.  3.

4.  5.  6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*A. Breyer*  
*[Signature]*  
*[Signature]*



**City of Bellevue**  
Office of the City Administrator

March 15<sup>th</sup>, 2022

To: Mayor Hike and the Bellevue City Council

Re: LB 840 Funds

Please let this letter serve as a formal request for LB 840 funds to be released for purchase of land located within the Hwy 34 Corridor District. This land purchase has been vetted by City Administration, City Legal, and City Finance and is believed to be a critical need in achieving the goals and strategy of our Economic Development plan in that area. The specific land is parcel #011040599 and has a negotiated sale price of \$3,163,090. The appraisal of the property is attached as is the current balance sheet of the City's 840 Fund which reflects a balance of \$3,792,089.53 through 12/31/21. The intent of this purchase is to lease the ground to a qualified business that will add potentially hundreds of higher paying jobs and increase even further development in the area.

We respectfully request that you approve the release of 840 funding to cover the purchase of this land and the associated costs of closing on the property.

Mark Elbert, Community Development Director

Jim Ristow, City Administrator

**City of Bellevue  
Economic Development Fund  
LB840  
5/1/2015 (Inception) through 12/31/2021**

Fiscal Year	Transaction		Amount
	Date	Description	
<b><u>Funding</u></b>			
FYE2016	6/29/2016	FYE2016 (Year 1) Funding from Community Betterment Fund	\$ 250,000.00
FYE2017	10/4/2016	FYE2017 (Year 2) Funding from Community Betterment Fund	\$ 250,000.00
FYE2018	12/28/2017	FYE2018 (Year 3) Funding from Community Betterment Fund	\$ 750,000.00
FYE2019	11/6/2018	FYE2019 (Year 4) Funding from Community Betterment Fund	\$ 750,000.00
FYE2020	3/16/2020	FYE2020 (Year 5) Funding from Community Betterment Fund	\$ 750,000.00
FYE2021	11/20/2020	FYE2021 (Year 5) Funding from General Fund	\$ 750,000.00
FYE2022	10/27/2021	FYE2022 (Year 5) Funding from Community Betterment Fund	\$ 750,000.00
		<b>Total Funding</b>	<b>\$ 4,250,000.00</b>
<b><u>Other Revenue</u></b>			
		<b>Interest Income</b>	\$ 527.82
	12/22/2017	NDEQ Bownsfeld Conference grant award	\$ 742.35
		<b>Total Other Revenues</b>	<b>\$ 1,270.17</b>
		<b>Total Revenues</b>	<b>\$ 4,251,270.17</b>
<b><u>Expenditures</u></b>			
		Bellevue Economic Enhancement Foundation-Buxton Project	\$ 23,000.00
		MITCHELL AND ASSOCIATES, INC-62 ACRES HARLAN LEWIS REPORT	\$ 2,200.00
		BELLEVUE CHAMBER-ECONOMIC DEVELOPMENT CONTRACTS	\$ 9,400.00
		SARPY COUNTY ECONOMIC DEVELOPMENT CORP	\$ 60,000.00
		LEO A DALY COMPANY-INDUSTRIAL PARK	\$ 162,000.00
		LEO A DALY COMPANY-SANITARY SEWER IMPROVEMENTS BELLEVUE GO READY PROJECTS	\$ 198,000.00
		PRINTING	\$ 1,873.41
		DUES-NEBRASKA DIPLOMATS	\$ 700.00
		Seminars & Travel	\$ 2,007.23
		<b>Total Expenditures</b>	<b>\$ 459,180.64</b>
		<b>Fund Balance at 12/31/2021 (Cash)</b>	<b>\$ 3,792,089.53</b>

<b><u>LB840 Funds (Economic Development Fund)</u></b>	
<b>Funding amounts for first five full budget years after establishment of LB840 fund (inception through 9/30/2020)</b>	\$ 2,750,000.00
1/2 of Funded Amount	\$ 1,375,000.00
Expenditures from 5/1/2015 through 9/30/2020	\$ (434,180.64)
Unspent / (Excess) Amount	\$ 940,819.36

Bellevue's Economic Development Program was established May 1, 2015 after Proposition No. 1 was approved by voters on November 4, 2014.

CBRE VALUATION & ADVISORY SERVICES

# APPRAISAL REPORT

PRAIRIE HILL FARM LAND  
15915 HIGHWAY 75 SOUTH  
BELLEVUE, NEBRASKA 68123  
CBRE FILE NO. 22-164MW-0684-1

CLIENT: CITY OF BELLEVUE

**CBRE**

Date of Report: February 15, 2022

Mr. Jim Ristow  
City Administrator  
CITY OF BELLEVUE  
1500 Wall Street  
Bellevue, Nebraska 68005

RE: Appraisal of: Prairie Hill Farm Land  
15915 Highway 75 South  
Bellevue, Sarpy County, Nebraska  
CBRE, Inc. File No. 22-164MW-0684-1

Dear Mr. Ristow:

At your request and authorization, CBRE, Inc. has prepared an appraisal of the market value of the referenced property. Our analysis is presented in the following Appraisal Report.

The subject is a 43.33-acre (1,887,455 sq. ft.) tract of vacant land (agricultural) located at 15915 Highway 75 South in Bellevue, Nebraska.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

<b>MARKET VALUE CONCLUSION</b>			
<b>Appraisal Premise</b>	<b>Interest Appraised</b>	<b>Date of Value</b>	<b>Value Conclusion</b>
Land Value	Fee Simple Estate	February 15, 2022	\$3,170,000
Compiled by CBRE			

The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to Title XI Regulations and the Financial

Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by the Interagency Appraisal and Evaluation Guidelines promulgated in 2010.

The intended use and user of our report are specifically identified in our report as agreed upon in our contract for services and/or reliance language found in the report. As a condition to being granted the status of an intended user, any intended user who has not entered into a written agreement with CBRE in connection with its use of our report agrees to be bound by the terms and conditions of the agreement between CBRE and the client who ordered the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to any non-intended users does not extend reliance to any such party, and CBRE will not be responsible for any unauthorized use of or reliance upon the report, its conclusions or contents (or any portion thereof).

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



---

Scott Mausbach, MAI  
Vice President  
Certified General Real Property Appraiser  
<https://www.cbre.us/people-and-offices/scott-mausbach>  
State of Nebraska No. CG2014019R  
Phone: (402) 504-1406  
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Email: [scott.mausbach@cbre.com](mailto:scott.mausbach@cbre.com)



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Megan Kathol  
Senior Valuation Associate  
Trainee Real Property Appraiser  
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Phone: (402) 557-6018  
Fax: (402) 697-5859  
Email: [megan.kathol@cbre.com](mailto:megan.kathol@cbre.com)

## Certification

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Nebraska.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. As of the date of this report, Scott Mausbach, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
10. Scott Mausbach, MAI has and Megan Kathol has made a personal inspection of the property that is the subject of this report.
11. No one provided significant real property appraisal assistance to the persons signing this report.
12. Valuation & Advisory Services operates as an independent economic entity within CBRE, Inc. Although employees of other CBRE, Inc. divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
13. Scott Mausbach, MAI has not and Megan Kathol has not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding agreement to perform this assignment.



---

Scott Mausbach, MAI  
State of Nebraska No. CG2014019R



---

Megan Kathol  
State of Nebraska No. T2014022

## Subject Photographs



Aerial View



Subject View Looking Northwest



Subject View Looking Northeast



Highway 34 Looking East



Highway 34 Looking West



Subject View Looking East



Highway 75 Looking North

## Executive Summary

<b>Property Name</b>	Prairie Hill Farm Land	
<b>Location</b>	15915 Highway 75 South Bellevue, Sarpy County, NE 68123	
<b>Parcel Number(s)</b>	011040599	
<b>Client</b>	City of Bellevue	
<b>Highest and Best Use</b>		
As If Vacant	Commercial	
As Improved	Commercial	
<b>Property Rights Appraised</b>	Fee Simple Estate	
<b>Date of Inspection</b>	February 15, 2022	
<b>Estimated Exposure Time</b>	6 - 12 Months	
<b>Estimated Marketing Time</b>	6 - 12 Months	
<b>Primary Land Area</b>	43.33 AC	1,887,455 SF
<b>Zoning</b>	RD-60 & AG - Duplex Residential & Agricultural	
<b>Buyer Profile</b>	Developer	
<b>VALUATION</b>	<b>Total</b>	<b>Per SF</b>
Land Value	\$3,170,000	\$1.68

### CONCLUDED MARKET VALUE

Appraisal Premise	Interest Appraised	Date of Value	Value
Land Value	Fee Simple Estate	February 15, 2022	\$3,170,000

Compiled by CBRE

## STRENGTHS, WEAKNESSES, OPPORTUNITIES AND THREATS (SWOT)

### Strengths/ Opportunities

- Good visibility along U.S. Highways 75 and 34
- Subject located in path of development of the greater Omaha MSA
- Subject located within close proximity to one of the largest employers in state, Offutt Air Force Base
- Strong location to major economic linkages (US-75, US-34, I-29)

### Weaknesses/ Threats

- Costs associated with site work

## EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”<sup>1</sup>

- None noted

## HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purposes of analysis.”<sup>2</sup>

- None noted

## OWNERSHIP AND PROPERTY HISTORY

OWNERSHIP SUMMARY	
Item	Current
<b>Current Ownership</b>	
Owner:	Prairie Hill Farm
Sale in Last 3 Years?:	No
<b>Pending Sale</b>	
Under Contract:	Yes
Buyer:	City of Bellevue
Contract Price:	\$3,163,090
Contract Date:	January 1, 2022
Arm's Length:	Yes
At / Above / Below Market:	At Market
<b>Current Listing</b>	
Currently Listed For Sale:	No
Compiled by CBRE	

According to a Purchase and Sale Agreement provided to CBRE, the subject property is currently under contract to be purchased by City of Bellevue for \$3,163,090, or \$1.68 per square foot. The City of Bellevue pursued the current land owner as a significant commercial development was being entertained for the subject site. We are unaware of any additional ownership transfers of the property in the last three years.

At this point it is necessary to reconcile between the contracted purchase price of \$3,163,090 and our “as is” market value conclusion of \$3,170,000. The variance is relatively minimal and considered reasonable.

<sup>1</sup> The Appraisal Foundation, *USPAP, 2020-2021 (Effective January 1, 2020 through December 31, 2022)*

<sup>2</sup> The Appraisal Foundation, *USPAP, 2020-2021 (Effective January 1, 2020 through December 31, 2022)*

## EXPOSURE/MARKETING TIME

Current appraisal guidelines require an estimate of a reasonable time period in which the subject could be brought to market and sold. This reasonable time frame can either be examined historically or prospectively. In a historical analysis, this is referred to as exposure time. Exposure time always precedes the date of value, with the underlying premise being the time a property would have been on the market prior to the date of value, such that it would sell at its appraised value as of the date of value. On a prospective basis, the term marketing time is most often used. The exposure/marketing time is a function of price, time, and use. It is not an isolated estimate of time alone.

<b>EXPOSURE/MARKETING TIME DATA</b>		
Investment Type	Exposure/Mktg. (Months)	
	Range	Average
<b>CBRE Exposure Time Estimate</b>	<b>6 - 12 Months</b>	
<b>CBRE Marketing Period Estimate</b>	<b>6 - 12 Months</b>	
Various Sources Compiled by CBRE		

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<b>ADDENDA</b>	
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## Scope of Work

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2 of USPAP. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered, and analysis is applied.

### INTENDED USE OF REPORT

This appraisal is to be used for internal use and no other use is permitted.

### CLIENT

The client is City of Bellevue.

### INTENDED USER OF REPORT

This appraisal is to be used by City of Bellevue. No other user(s) may rely on our report unless as specifically indicated in this report.

Intended users are those who an appraiser intends will use the appraisal or review report. In other words, appraisers acknowledge at the outset of the assignment that they are developing their expert opinions for the use of the intended users they identify. Although the client provides information about the parties who may be intended users, ultimately it is the appraiser who decides who they are. This is an important point to be clear about: The client does not tell the appraiser who the intended users will be. Rather, the client tells the appraiser who the client needs the report to be speaking to, and given that information, the appraiser identifies the intended user or users. It is important to identify intended users because an appraiser's primary responsibility regarding the use of the report's opinions and conclusions is to those users. Intended users are those parties to whom an appraiser is responsible for communicating the findings in a clear and understandable manner. They are the audience.<sup>3</sup>

### PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property.

### DEFINITION OF VALUE

The current economic definition of market value agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this

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<sup>3</sup> Appraisal Institute, *The Appraisal of Real Estate*, 15<sup>th</sup> ed. (Chicago: Appraisal Institute, 2020), 40.

definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. <sup>4</sup>

## INTEREST APPRAISED

The value estimated represents Fee Simple Estate as defined below:

*Fee Simple Estate* - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat. <sup>5</sup>

## Extent to Which the Property is Identified

The property is identified through the following sources:

- postal address
- assessor's records
- legal description

## Extent to Which the Property is Inspected

CBRE, Inc. inspected the subject site and its surrounding environs on the effective date of appraisal. Our inspection included viewing the site from public roads. We did not walk the entire site or drive the interior of the site and have assumed that the portions of the site not actually observed are in similar condition to the areas observed.

## Type and Extent of the Data Researched

CBRE reviewed the following:

- applicable tax data
- zoning requirements
- flood zone status
- demographics
- comparable data

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<sup>4</sup> Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472.

<sup>5</sup> Appraisal Institute, The Dictionary of Real Estate Appraisal, 6<sup>th</sup> ed. (Chicago: Appraisal Institute, 2015), 90.

### Type and Extent of Analysis Applied

CBRE, Inc. analyzed the data gathered through the use of appropriate and accepted appraisal methodology to arrive at a probable value indication via each applicable approach to value. For vacant land, the sales comparison approach has been employed for this assignment.

### Data Resources Utilized in the Analysis

<b>DATA SOURCES</b>	
<i>Item:</i>	<i>Source(s):</i>
<b>Site Data</b>	
Size	Purchase Agreement, County Records, Inspection
Compiled by CBRE	

### APPRAISAL METHODOLOGY

In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. Depending on a specific appraisal assignment, any of the following four methods may be used to determine the market value of the fee simple interest of land:

- Sales Comparison Approach;
- Income Capitalization Procedures;
- Allocation; and
- Extraction.

The following summaries of each method are paraphrased from the text.

The first is the sales comparison approach. This is a process of analyzing sales of similar, recently sold parcels in order to derive an indication of the most probable sales price (or value) of the property being appraised. The reliability of this approach is dependent upon (a) the availability of comparable sales data, (b) the verification of the sales data regarding size, price, terms of sale, etc., (c) the degree of comparability or extent of adjustment necessary for differences between the subject and the comparables, and (d) the absence of nontypical conditions affecting the sales price. This is the primary and most reliable method used to value land (if adequate data exists).

The income capitalization procedures include three methods: land residual technique, ground rent capitalization, and Subdivision Development Analysis. A discussion of each of these three techniques is presented in the following paragraphs.

The land residual method may be used to estimate land value when sales data on similar parcels of vacant land are lacking. This technique is based on the principle of balance and the related concept of contribution, which are concerned with equilibrium among the agents of production--i.e. labor, capital, coordination, and land. The land residual technique can be used to estimate land value when: 1) building value is known or can be accurately estimated, 2) stabilized, annual net operating income to the property is known or estimable, and 3) both building and land capitalization rates

can be extracted from the market. Building value can be estimated for new or proposed buildings that represent the highest and best use of the property and have not yet incurred physical deterioration or functional obsolescence.

The subdivision development method is used to value land when subdivision and development represent the highest and best use of the appraised parcel. In this method, an appraiser determines the number and size of lots that can be created from the appraised land physically, legally, and economically. The value of the underlying land is then estimated through a discounted cash flow analysis with revenues based on the achievable sale price of the finished product and expenses based on all costs required to complete and sell the finished product.

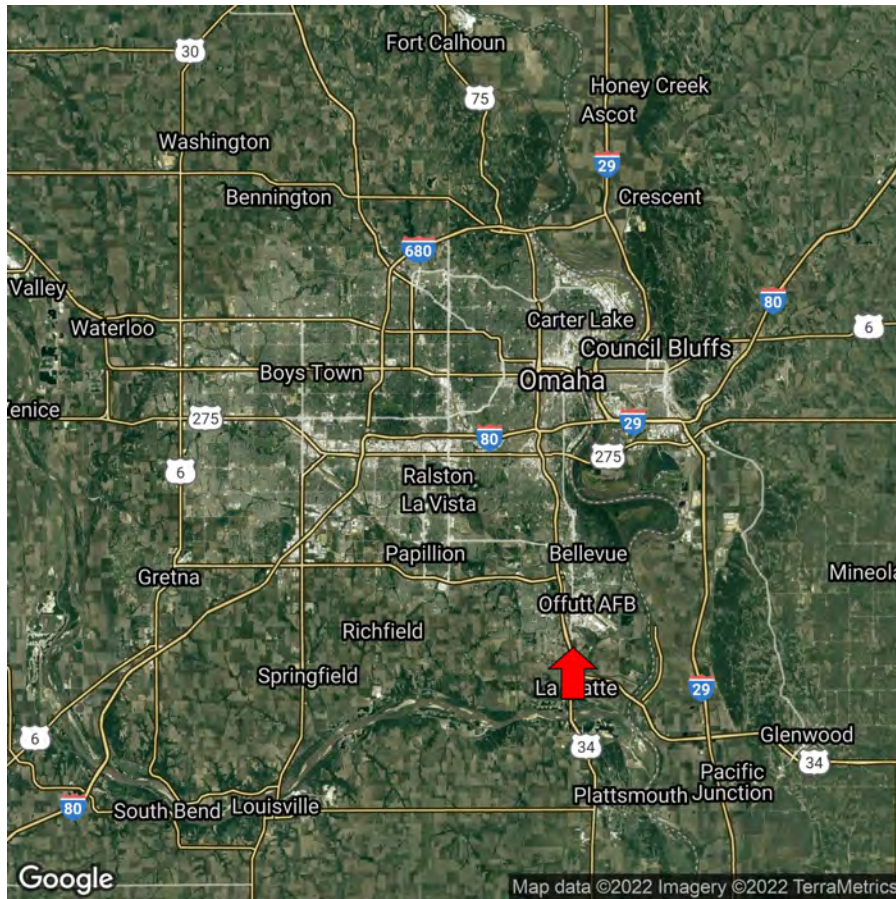
The ground rent capitalization procedure is predicated upon the assumption that ground rents can be capitalized at an appropriate rate to indicate the market value of a site. Ground rent is paid for the right to use and occupy the land according to the terms of the ground lease; it corresponds to the value of the landowner's interest in the land. Market-derived capitalization rates are used to convert ground rent into market value. This procedure is useful when an analysis of comparable sales of leased land indicates a range of rents and reasonable support for capitalization rates can be obtained.

The allocation method is typically used when sales are so rare that the value cannot be estimated by direct comparison. This method is based on the principle of balance and the related concept of contribution, which affirm that there is a normal or typical ratio of land value to property value for specific categories of real estate in specific locations. This ratio is generally more reliable when the subject property includes relatively new improvements. The allocation method does not produce conclusive value indications, but it can be used to establish land value when the number of vacant land sales is inadequate.

The extraction method is a variant of the allocation method in which land value is extracted from the sale price of an improved property by deducting the contribution of the improvements, which is estimated from their depreciated costs. The remaining value represents the value of the land. Value indications derived in this way are generally unpersuasive because the assessment ratios may be unreliable and the extraction method does not reflect market considerations.

For the purposes of this analysis, we have utilized the sales comparison approach. The other methodologies are used primarily when comparable land sales data is non-existent. Therefore, these approaches have not been used.

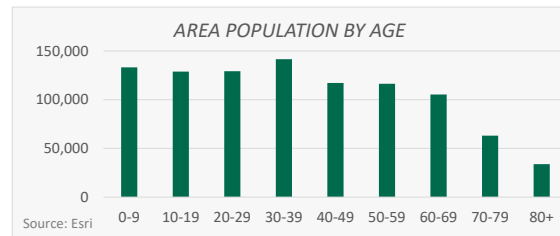
## Area Analysis



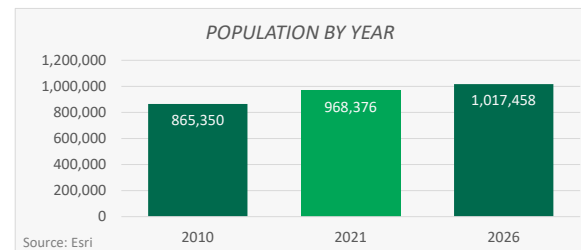
The subject is located in the Omaha-Council Bluffs, NE-IA Metropolitan Statistical Area. Key information about the area is provided in the following tables.

### POPULATION

The area has a population of 968,376 and a median age of 37, with the largest population group in the 30-39 age range and the smallest population in 80+ age range.



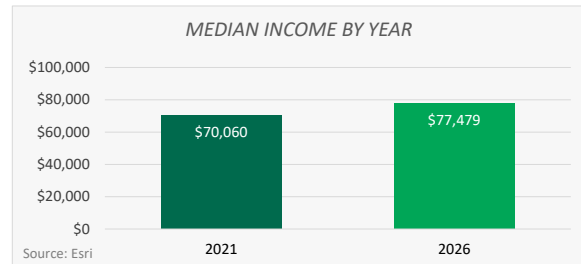
Population has increased by 103,026 since 2010, reflecting an annual increase of 1.0%. Population is projected to increase by an additional 49,082 by 2026, reflecting 1.0% annual population growth.



Source: ESRI, downloaded on Feb, 15 2022

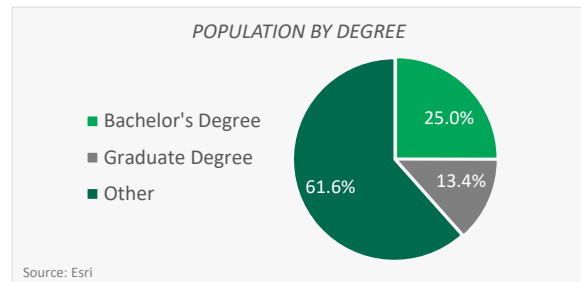
## INCOME

The area features an average household income of \$89,875 and a median household income of \$70,060. Over the next five years, median household income is expected to increase by 10.6%, or \$1,484 per annum.

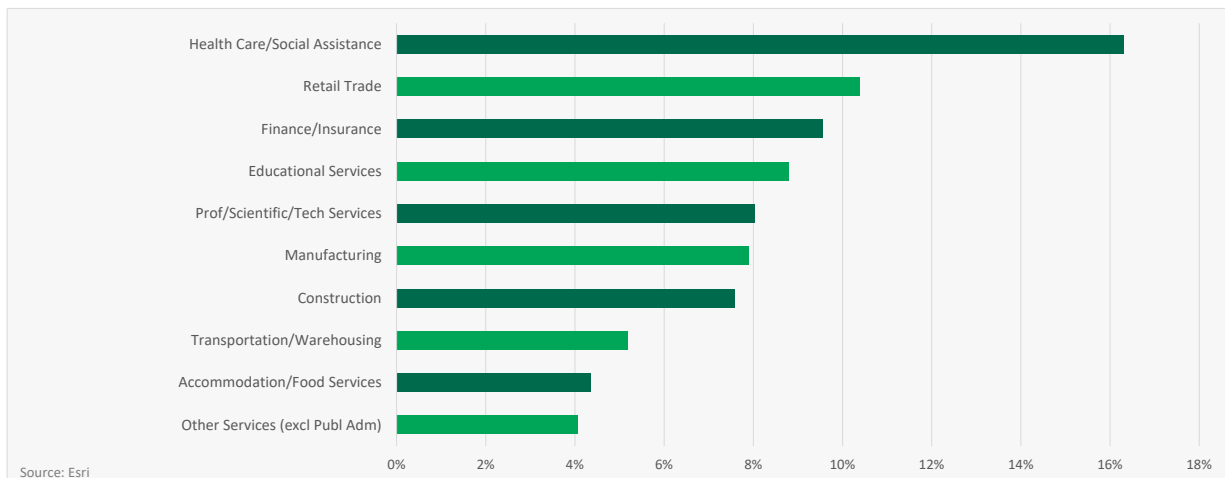


## EDUCATION

A total of 38.4% of individuals over the age of 24 have a college degree, with 25.0% holding a bachelor's degree and 13.4% holding a graduate degree.



## EMPLOYMENT

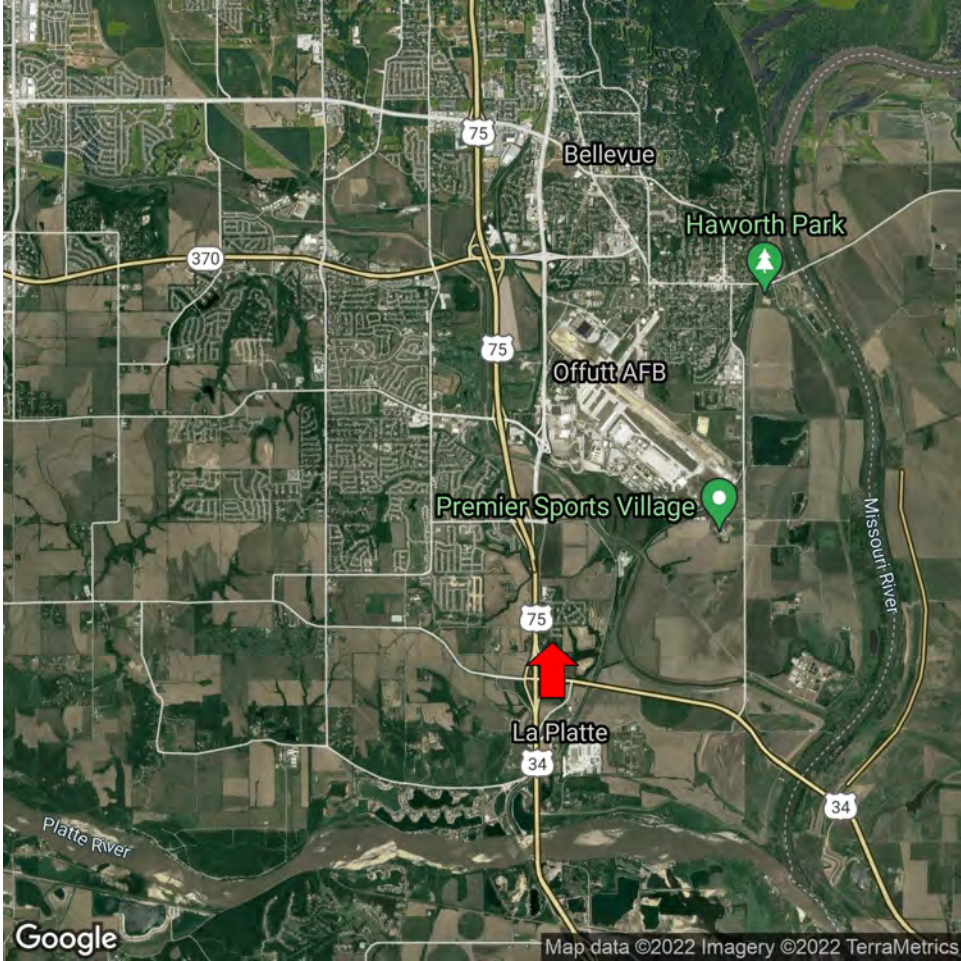


The area includes a total of 517,242 employees and has a 1.5% unemployment rate. The top three industries within the area are Health Care/Social Assistance, Retail Trade and Finance/Insurance, which represent a combined total of 36% of the population.

Source: ESRI, downloaded on Feb, 15 2022; BLS.gov dated Nov, 1 2021 (preliminary)

In summary, the area is forecasted to experience an increase in population and an increase in household income.

# Neighborhood Analysis



## LOCATION

The subject is in the city of Bellevue and is considered a rural location. The city of Bellevue is situated in eastern Sarpy County, about ten-miles southwest of the Omaha Central Business District.

## BOUNDARIES

The neighborhood boundaries are detailed as follows:

North: Highway 370  
South: Platteview Road; Highway 34  
East: Missouri River  
West: 60th Street

## LAND USE

Land uses within the subject neighborhood consist of a mixture of commercial, industrial, and residential development. The immediate area surrounding the subject is primarily residential and agricultural uses.

The major development in the area is Offutt Air Force Base located north of the subject at the juncture of Highway 370 and Fort Crook Road. Offutt has over 10,000 on-base employees. This is the largest employer in the Omaha metro and is home to the 55th Wing, the Air Force's largest air wing. Offutt is also home to the U.S. Strategic Command which recently completed a new \$1.2 billion headquarters building on base.

Bellevue University is located to north of Offutt Air Force Base. It was founded in 1966, is a nonprofit, fully accredited university. The University is routinely ranked among the nation's top military-friendly and open access, institutions with its main campus in Bellevue. The University has over 10,000 students and numerous undergraduate and graduate programs.

The majority of the single-family residential development within a three-mile radius of the subject may be described as tract homes in the \$150,000-\$300,000 price range. According to information obtained from ESRI, about 75% of the homes built within a three-mile radius of the subject were constructed between 1980 and 2010. The average home value within a three-mile radius is about \$229,000.

## GROWTH PATTERNS

Growth patterns have occurred along primary commercial thoroughfares within the neighborhood and Bellevue including US Highway 75 (Kennedy Freeway), Fort Crook Road, Cornhusker Road, and Capehart Road.

## ACCESS

Primary north-south access to the subject neighborhood is provided by US Highway 75. Nebraska Highway 370, Capehart Road and Highway 34/Platteview Road provide primary east-west access.

## DEMOGRAPHICS

Selected neighborhood demographics in 1-, 3- and 5-mile radius from the subject are shown in the following table:

<b>SELECTED NEIGHBORHOOD DEMOGRAPHICS</b>				
15915 Highway 75 South Bellevue, NE 68123	1 Mile Radius	3 Mile Radius	5 Mile Radius	Omaha MSA
<b>Population</b>				
2026 Total Population	1,233	16,704	54,227	1,017,458
2021 Total Population	1,073	15,507	50,661	968,376
2010 Total Population	996	13,339	45,005	865,350
2000 Total Population	551	10,139	42,509	767,041
Annual Growth 2021 - 2026	2.82%	1.50%	1.37%	0.99%
Annual Growth 2010 - 2021	0.68%	1.38%	1.08%	1.03%
Annual Growth 2000 - 2010	6.10%	2.78%	0.57%	1.21%
<b>Households</b>				
2026 Total Households	451	5,999	20,322	394,947
2021 Total Households	393	5,573	18,995	375,554
2010 Total Households	379	4,774	16,819	334,379
2000 Total Households	225	3,478	15,112	294,502
Annual Growth 2021 - 2026	2.79%	1.48%	1.36%	1.01%
Annual Growth 2010 - 2021	0.33%	1.42%	1.11%	1.06%
Annual Growth 2000 - 2010	5.35%	3.22%	1.08%	1.28%
<b>Income</b>				
2021 Median Household Income	\$97,646	\$92,105	\$75,789	\$70,060
2021 Average Household Income	\$100,436	\$109,305	\$90,888	\$89,875
2021 Per Capita Income	\$35,069	\$39,041	\$33,880	\$34,927
2021 Pop 25+ College Graduates	331	4,718	12,891	248,448
Age 25+ Percent College Graduates - 2021	48.7%	46.6%	39.3%	38.4%

Source: ESRI

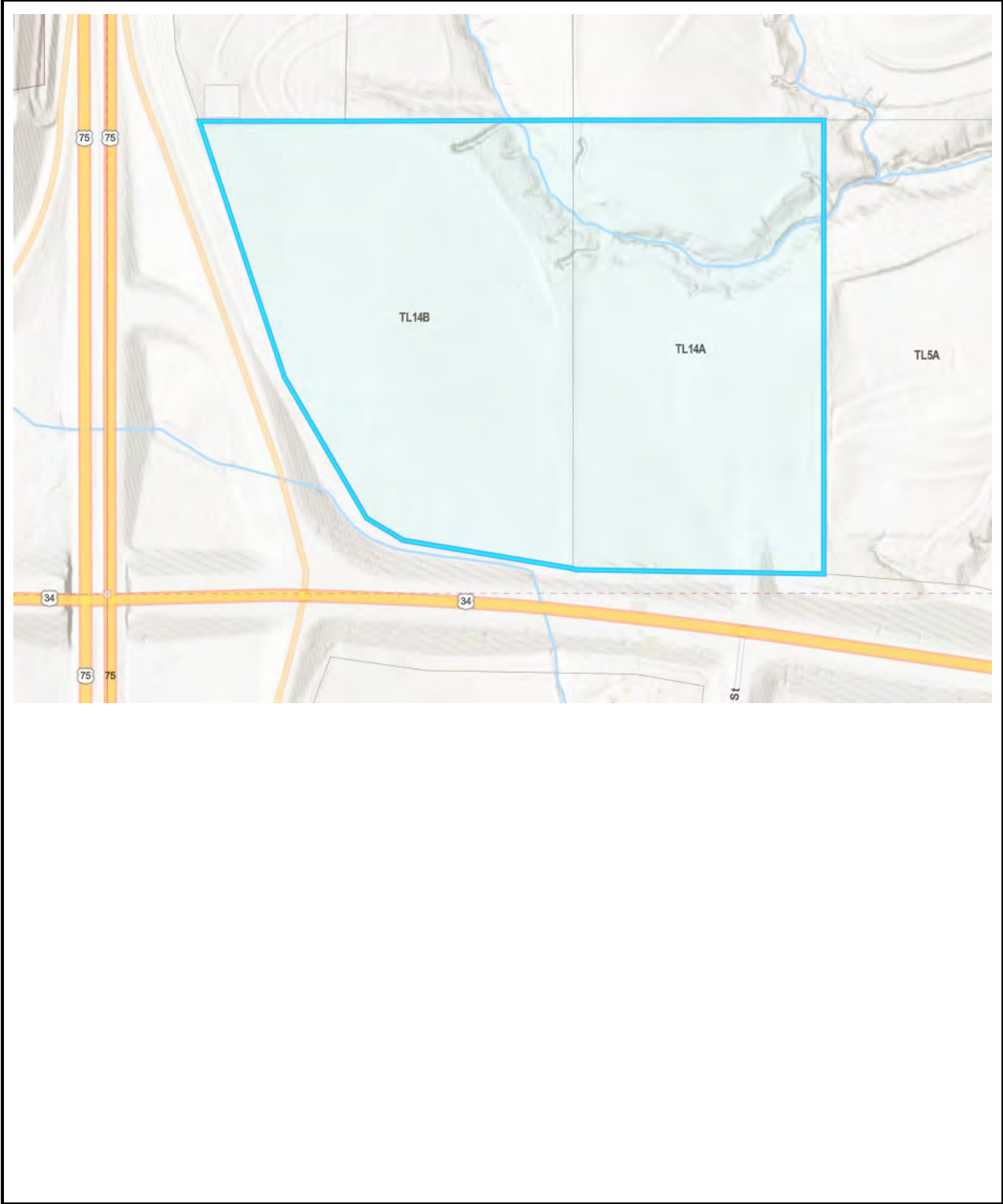
## CONCLUSION

The neighborhood appears to be stable with growth in both population and households since 2000. Growth is projected to continue at stronger rates over the next five years. The neighborhood has an upper-income demographic profile with a 2021 median household income of \$92,105 and \$75,789 within a three- and five-mile radius respectively.

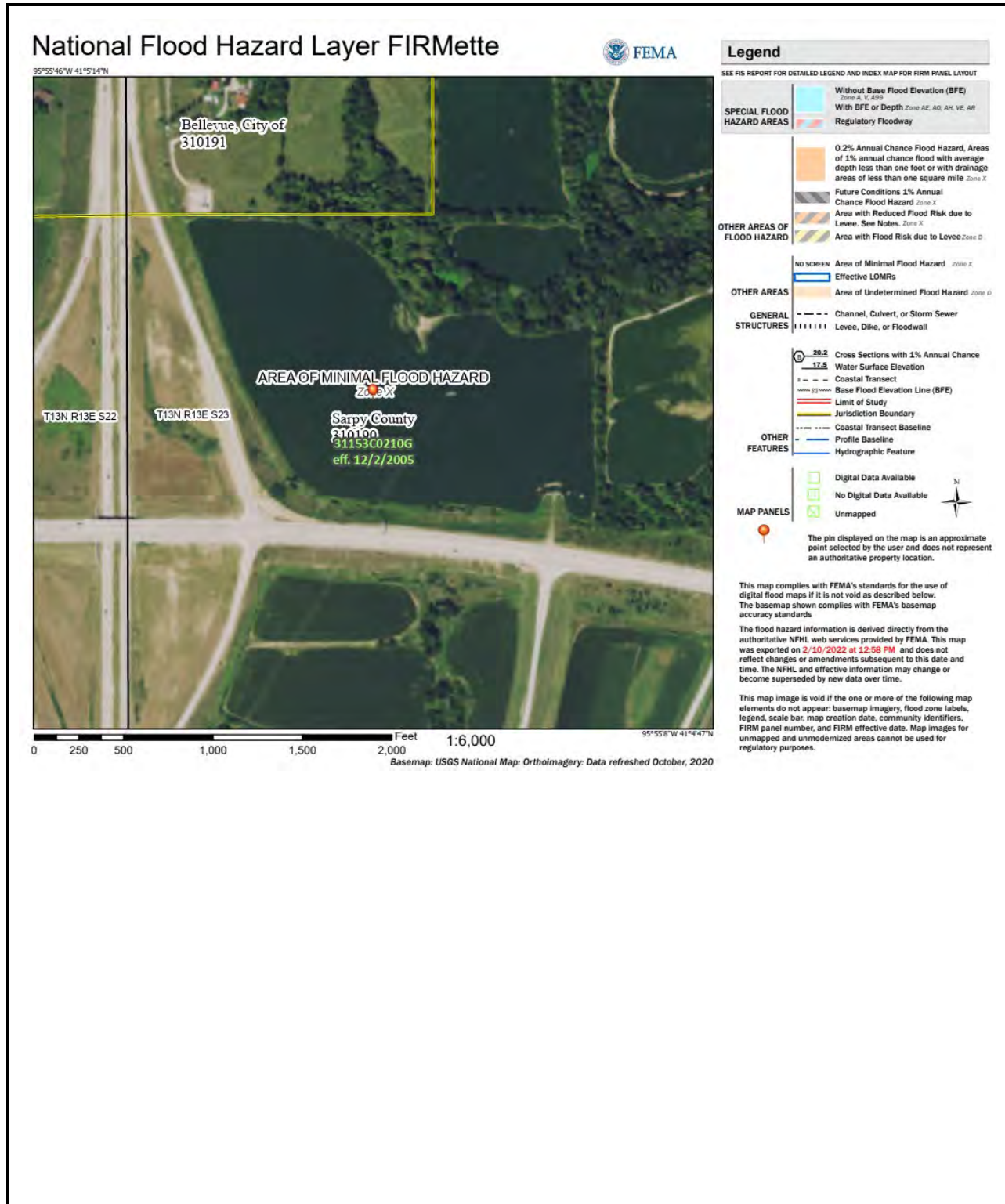
Given the levels of demand, the market should continue to be a stable southeast Omaha neighborhood with moderate growth into the near future. As a result, the demand for existing and proposed developments is expected to be good.

The subject is a 43.33-acre tract of unimproved land.

GIS PLAT MAP



FLOOD ZONE MAP



## Site Analysis

The following chart summarizes the salient characteristics of the subject site.

<b>SITE SUMMARY AND ANALYSIS</b>			
<b>Physical Description</b>			
Gross Site Area	43.33 Acres	1,887,455 Sq. Ft.	
Net Site Area	43.33 Acres	1,887,455 Sq. Ft.	
Primary Road Frontage	U.S. Highway 34	1,305 Feet	
Secondary Road Frontage	U.S. Highway 75	1,213 Feet	
Excess Land Area	None	n/a	
Surplus Land Area	None	n/a	
Shape	Irregular		
Topography	Varies		
Parcel Number(s)	011040599		
Zoning District	RD-60 & AG - Duplex Residential & Agricu		
Flood Map Panel No. & Date	31153C0210G	2-Dec-05	
Flood Zone	Zone X (Unshaded)		
Adjacent Land Uses	Agricultural and Residential Uses		
Earthquake Zone	n/a		
<b>Comparative Analysis</b>		<b>Rating</b>	
Visibility	Good		
Functional Utility	Average		
Traffic Volume	Above Average		
Adequacy of Utilities	Assumed Adequate		
Landscaping	N/A - Agricultural Land		
Drainage	Assumed Adequate		
<b>Utilities</b>		<b>Provider</b>	<b>Availability</b>
Water	Metropolitan Utilities District		Yes
Sewer	Metropolitan Utilities District		Yes
Natural Gas	Metropolitan Utilities District; Black Hills Energy		Yes
Electricity	Omaha Public Power District		Yes
Telephone	Cox; CenturyLink		Yes
Mass Transit			Yes
<b>Other</b>		<b>Yes</b>	<b>No</b>
Detrimental Easements		X	
Encroachments		X	
Deed Restrictions		X	
Reciprocal Parking Rights		X	
Various sources compiled by CBRE			

## LOCATION

The subject is located on the northeast corner of US Highways 75 and 34. The site is about three miles south of the area's largest land user and one of the state's largest employers, Offutt Air Force Base.

## LAND AREA

The land area size was obtained via county records and the purchase agreement provided to CBRE. The site is considered adequate in terms of size and utility. There is no unusable, excess or surplus land area.

## SHAPE AND FRONTAGE

The site is generally rectangular and has adequate frontage along two primary thoroughfares within the neighborhood.

## INGRESS/EGRESS

Ingress and egress will be available to the site via US Highway 34.

US Highway 34, at the subject, is an east/west thoroughfare that is improved with two lanes of traffic in each direction. Street improvements include concrete paving and street lighting. Street parking is not permitted.

## TOPOGRAPHY AND DRAINAGE

The topography of the site is not seen as an impediment to the development of the property. During our inspection of the site, we observed no drainage problems and assume that none exist.

## SOILS

A soils analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soils report, it is a specific assumption that the site has adequate soils to support the highest and best use.

## EASEMENTS AND ENCROACHMENTS

There are no known easements or encroachments impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain a current title policy outlining all easements and encroachments on the property, if any, prior to making a business decision.

## COVENANTS, CONDITIONS AND RESTRICTIONS

There are no known covenants, conditions or restrictions impacting the site that are considered to affect the marketability or highest and best use. It is recommended that the client/reader obtain

a copy of the current covenants, conditions and restrictions, if any, prior to making a business decision.

### **UTILITIES AND SERVICES**

The site includes all municipal services, including police, fire and refuse garbage collection. All utilities are available to the site in adequate quality and quantity to service the highest and best use.

### **ENVIRONMENTAL ISSUES**

Although CBRE was not provided an Environmental Site Assessment (ESA), a tour of the site did not reveal any obvious issues regarding environmental contamination or adverse conditions.

The appraiser is not qualified to detect the existence of potentially hazardous material or underground storage tanks which may be present on or near the site. The existence of hazardous materials or underground storage tanks may affect the value of the property. For this appraisal, CBRE, Inc. has specifically assumed that the property is not affected by any hazardous materials that may be present on or near the property.

### **ADJACENT PROPERTIES**

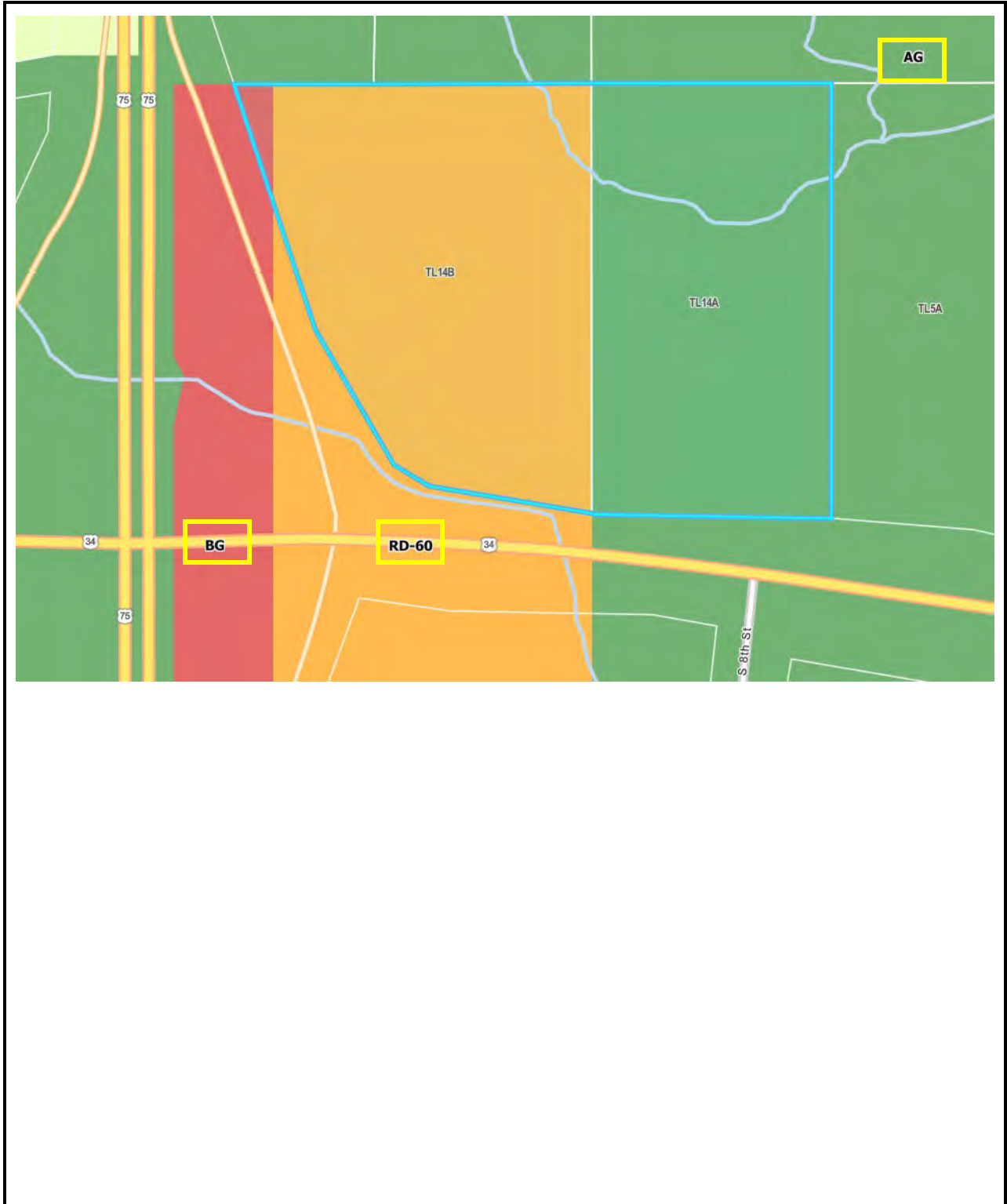
The adjacent land uses are summarized as follows:

North:	Agricultural
South:	Agricultural
East:	Agricultural
West:	Agricultural

### **CONCLUSION**

The site is well located and afforded good access and visibility from roadway frontage. The size of the site is typical for the area and use, and there are no known detrimental uses in the immediate vicinity. Overall, there are no known factors which are considered to prevent the site from development to its highest and best use, as if vacant, or adverse to the existing use of the site.

ZONING MAP



# Zoning

The following chart summarizes the subject’s zoning requirements.

<b>ZONING SUMMARY</b>	
Current Zoning	RD-60 & AG - Duplex Residential & Agricultural
Legally Conforming	Yes
Uses Permitted	<p><b>The following principal uses are permitted in the RD-60 District:</b> Single family attached dwellings, Single family detached dwellings, Two-family dwellings, Community gardens, Public and quasi-public buildings, structures and uses for cultural use, Public overhead and underground local distribution utilities, Public parks and recreation areas, playgrounds and conservation areas including woodlands and flood control facilities operated by the City of Bellevue or other political subdivision, Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses.</p> <p><b>The following principal uses are permitted in the AG District:</b> Farming, pasturing, animal husbandry, orchards, greenhouses and nurseries, including the sale of products raised on the premises, subject to rules and regulations of the Board of Health and NDEQ, provided that no livestock feedlot or yard for more than 25 animals shall be established, Ranch and farm dwellings for the owners and their families, tenants, and employees, Single family dwellings, Bed &amp; Breakfasts, Kennels, stables and riding academies, Public overhead and underground local distribution utilities, Public parks and recreation areas, playgrounds and conservation areas including flood control facilities operated by the City of Bellevue or other political subdivision, Public services and publicly owned and operated facilities, including utilities, but not including general offices, material yards or repair shops. Such facilities shall observe yard space rules, but shall not be required to provide the full lot size and lot width requirement, Railroads, not including sidings, switching, terminal facilities, freight yards, service repair, or administrative facilities, Personal use of recreational vehicles, limited to one recreational vehicle per lot and provided that use of recreational vehicles located within the 100-year floodplain shall be subject to the regulations of Section 5.30 of this ordinance.</p> <p><b>The following principal uses are permitted in the BG District:</b> Retail and service stores and offices of the following types ranging from small stores to small box retail, provided all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open and further provided that all waste material be kept within a sight obscuring enclosure: Animal hospital, Animal specialty services, Antique Store, Apparel store, tailor shops, dressmaker, Art gallery, Automatic vending structures when located on that portion of a lot on which a principal building is permitted, Automobile parts and supply store, Automobile rental store, Automotive (light) repair services, Bakery, custom, selling all production at retail on the premises or as retail custom orders for delivery, Bank, Savings and Loan Association, Barber, beauty shops, Bicycle sales and repair shops, but not including sales and repair of motor driven vehicles, Book store, Bowling alley, trampoline or rebound equipment center miniature golf, pool hall, dance hall, kiddie parks, skating rinks, Candy, ice cream store including manufacture, if all production is sold at retail on the premises or as retail custom orders for delivery, Car wash, Child care center, Commercial parking lots, Community Center (Ord No. 3802, March 9, 2015), Convenient Store with limited fuel sales, Dairy products sales, Dancing studios and schools including group instruction, not including those classified under sexually oriented business, Dental clinic, Drug or drug-variety store. Drive-in uses for permitted businesses shall be allowed, provided that any such establishment shall provide adequate off-street storage space for all cars of patrons; that there be a sturdy, close woven or solid fence on all but the front side; that no music or loud speaker system shall be installed that may be heard at neighboring residential properties and that no lighting shall shine on neighboring properties used for residential purposes, Dry cleaning and laundry establishments using only non-flammable solvents and not over 1,200 square feet in floor area. The scale of such operations is intended to serve the local residents and capacity shall be limited to the service of walk-in trade and a two delivery vehicle outside operation, Dry cleaning (self-service automatic) establishments of not more than 10 cleaning units, Dry cleaning pick-up station with custom pressing and repair, but not including cleaning and laundering on the premises, unless self-service laundry or dry cleaning as permitted herein, Dry goods store, Exercise, Fitness, and Tanning Spa. (Ord. No. 3911, September 10, 2018), Feed and seed store, Florist shop, Frame shop, Frozen food lockers for individual or family trade, but no slaughtering, killing, eviscerating, skinning, plucking or smoking on the premises, Furniture and antique homes and stores including used furniture store, Furniture (specialty) shops, Garages for the storage of automobiles, but not including major repair, body and fender work or painting, Garden supply, commercial greenhouses, nursery stock sales yards, Gasoline stations, General office uses. (Ord. No. 3984, December 3, 2019), Gift and card shop, Grocery, supermarket, Gunsmith, Hardware and appliance store and small tool rental when incidental to a hardware or other business, Hobby and craft store, Interior design firm, Jewelry of not more than 50 washing units, provided two loading and unloading spaces are provided. (Ord. No. 3899, February 12, 2018), Liquor stores, Loan office, Locksmith, Machine sales and service (stationery and office), Manufacturing and repair (extremely light, professional type) of such items as eyeglasses, custom jewelry, prosthetic devices and other similar services and manufacture, Marine sales and services, but excluding the storage or salvage of boats, Meat market, retail, but no killing, eviscerating, skinning, plucking or smoking of food products on the premises, Medical clinics, Micro breweries and brew pubs, Music store, music studio, News and tobacco store, Outlet retail store, Paint, wallpaper, drapery and floor covering store, Pawn shops, Pet shop, provided that all facilities are fully enclosed, Photographer, artist, photo finishing, and camera store, Printing job, when mechanical operation is not visible from a street and employing not over 15 persons engaged in operating digital printing equipment, and may be incidental to other uses permitted hereunder. (Ord. No. 3984, December 3, 2019), Real estate sales office, Restaurant (Drive-in or fast food), Restaurant (Entertainment), Restaurant (General), Restaurant (Limited), Second hand stores, Shoe repair shop, Shoe store, Social club and fraternal organizations, not including uses defined under sexually oriented business, Tavern, cocktail lounge, club operated as a tavern or cocktail lounge, Telephone answering service, Telephone exchange, Television, radio and small appliance repair, Toy and sporting goods store, Upholstery shops, Variety store, Call center, Educational Institutions, Business, and Commercial Schools (post secondary) provided they meet the following conditions: A. Lot Standards: All space limits as specified in the BG zone shall be met, B. Site Plan: Each application shall provide a detailed site plan as required by the Planning Director, Governmental Services – administrative Facilities, Logistical center, Mortuaries, funeral homes and funeral chapels, Motel, Hotel, Public utility main transmission lines including substations, distribution centers, regulator stations, pumping stations, treatment facilities, storage, equipment buildings, garages, towers, or similar public service uses, Radio and television stations, except transmission towers over 35 feet high, Railroad through and spur tracks, but no sidings or other terminal type facilities and no service, repair or administrative facilities, Recreational Facilities (Indoor and Outdoor), with the exception of golf courses, Sexually Oriented Businesses, as established by the regulations set forth in Chapter 2.5, Sections 2.5-1 through 2.5-20 of the Bellevue Municipal Code, Theater other than drive-in.</p>
Zoning Change	Likely
Source: Planning & Zoning Dept.	

## **ANALYSIS AND CONCLUSION**

Additional information may be obtained from the appropriate governmental authority. For purposes of this appraisal, CBRE has assumed the information obtained is correct.

## Tax and Assessment Data

<b>AD VALOREM TAX INFORMATION</b>					
Parcel	Assessor's Parcel No.	Parcel Description	2021	2022	Pro Forma
1	011040599		153,268	153,268	
	Subtotal		\$153,268	\$153,268	\$153,268
	% of Assessed Value		100%	100%	100%
	Final Assessed Value		153,268	153,268	\$153,268
	General Tax Rate (per \$100 A.V.)		1.704850	1.575800	1.575800
	Gross Tax:		\$2,613	\$2,415	\$2,415
	State Tax Credit		(198)	-	-
	Special Assessment 2		-	-	-
	Special Assessment 3		-	-	-
	Special Assessments:		(198)	-	-
	Effective Tax Rate (per \$100 A.V.)		1.575800	1.575800	1.575800
	<b>Total Adjusted Taxes</b>		<b>\$2,415</b>	<b>\$2,415</b>	<b>\$2,415</b>
	Taxes per SF		---	---	---

Source: Assessor's Office

The local Assessor's methodology for valuation is market value. In Nebraska, property taxes are paid in two annual installments, with the first half delinquent April 1, and the second half delinquent August 1. Taxes are paid in arrears, so taxes payable in 2022 are based on 2021 assessments.

Nebraska's property tax credit program began in 2007. Money for property tax credits comes from state sales and income tax payments. The credits appear as a line item on the annual property tax statement. 2021 agricultural credits were established at \$129.05 per \$100,000. Although the property tax credit does not alter property tax levies, we have calculated the effective tax rate, which accounts for the credit.

When projecting taxes, it must be understood that levy rates typically increase from year to year but have decreased from time to time as well. We will assume the existing levy rate is appropriate for our analysis. We have applied the 2021 effective tax rate in projecting 2022 taxes payable in 2023.

### DELINQUENCY

None noted.

## Highest and Best Use

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria the highest and best use must meet are:

- legally permissible;
- physically possible;
- financially feasible; and
- maximally productive.

The highest and best use analysis of the subject is discussed below.

### AS VACANT

#### Legal Permissibility

The legally permissible uses were discussed in the Site Analysis and Zoning Sections.

#### Physical Possibility

The subject is adequately served by utilities, and has an adequate shape and size, sufficient access, etc., to be a separately developable site. There are no known physical reasons why the subject site would not support any legally probable development (i.e., it appears adequate for development).

Existing structures on similar sites provides additional evidence for the physical possibility of development.

#### Financial Feasibility

Potential uses of the site include a wide variety of uses. The City of Bellevue intends to acquire the subject site for future commercial development. A spokesperson for the City of Bellevue would indicate a specific commercial use, however. It should be noted, the subject side is within the path of development of the greater Omaha MSA and located along the main north/south freeway connecting Plattsmouth, NE to the Omaha CBD. Additionally, the subject site is located along US-34, which connects the southern portions of the Omaha MSA with Interstate 29, which allows interstate access from Canada to Mexico.

The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. With respect to the legal uses for the subject site, the local retail, industrial, and multiple family residential markets are in the growth life cycle stage. Additionally, the single-family residential market is also in the growth life cycle stage with massive expansion occurring throughout the market.

Given the subject size, a mixed-use development consisting of commercial, retail, and residential uses is considered financially feasible.

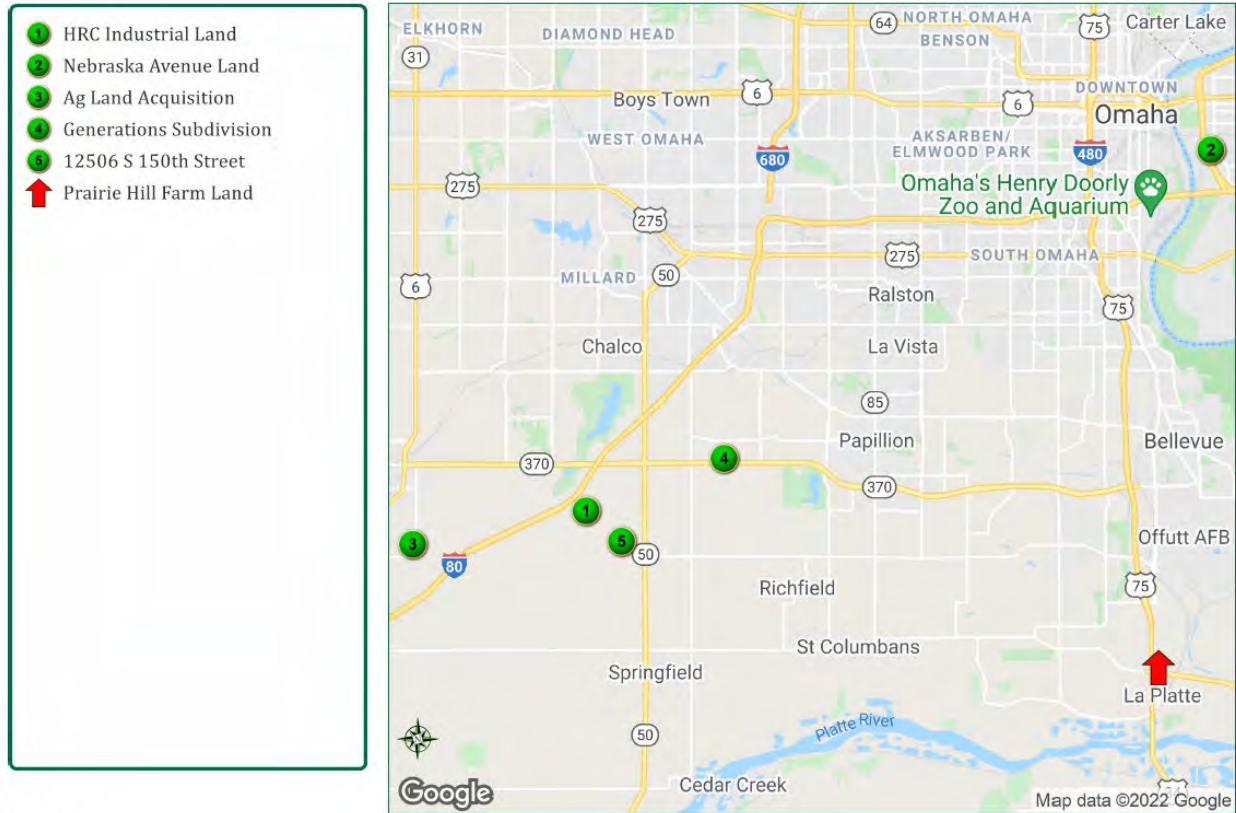
### Maximum Productivity - Conclusion

The final test of highest and best use of the site as if vacant is that the use be maximally productive, yielding the highest return to the land.

Based on the information presented above and upon information contained in the market and neighborhood analysis, we conclude that the highest and best use of the subject as if vacant would be the development of a mixed-use subdivision including office, retail, residential, and possibly industrial. Our analysis of the subject and its respective market characteristics indicate the most likely buyer, as if vacant, would be an investor (land speculation) or a developer.

## Land Value

The following map and table summarize the comparable data used in the valuation of the subject site. A detailed description of each transaction is included in the addenda.



**SUMMARY OF COMPARABLE LAND SALES**

No.	Property Location	Transaction Type	Transaction Date	Interest Transferred	Proposed Use	Actual Sale Price	Adjusted Sale Price <sup>1</sup>	Size (SF)	Price Per SF
1	Sec-Twn-Rge 3-13-11 Omaha, NE 68138	Sale	Dec-21	Fee Simple/Freehold	Industrial	\$7,045,000	\$7,045,000	6,773,144	\$1.04
2	NW Corner South 35th Street and Nebraska Avenue Council Bluffs, IA 51501	Sale	Jun-21	Fee Simple/Freehold	Commercial	\$1,650,000	\$1,650,000	1,289,809	\$1.28
3	12502 South 204th Street Gretna, NE 68028	Sale	Feb-21	Fee Simple/Freehold	Agricultural Land	\$3,263,130	\$3,263,130	3,158,710	\$1.03
4	126th Street and Highway 370 Papillion, NE 68046	Sale	May-20	Fee Simple/Freehold	Mixed-Use Development	\$7,877,674	\$7,877,674	2,405,296	\$3.28
5	12506 S 150th Street Springfield, NE 68059	Sale	Jan-19	Fee Simple/Freehold	Facebook Data Center	\$4,149,880	\$4,149,880	2,622,255	\$1.58
Subject	15915 Highway 75 South, Bellevue, Nebraska	---	---		Commercial	---	---	1,887,455	---

<sup>1</sup> Adjusted sale price for cash equivalency and/or development costs (where applicable)

Compiled by CBRE

The sales utilized represent the best data available for comparison with the subject and were selected from the greater Omaha area. These sales were chosen based upon date of sale, size, frontage, location, and highest and best use.

### Location Adjustments

The following supplemental data was collected in order to provide support for our location adjustments:



LAND SALES LOCATION ADJUSTMENT ANALYSIS						
Comparable Number	Subject	1	2	3	4	5
Address	15915 Highway 75 South	Sec-Twn-Rge 3-13-11	NW Corner South 35th Street and	12502 South 204th Street	126th Street and Highway 370	12506 S 150th Street
Radius for Demographic Analysis	5 Mile Radius	5 Mile Radius	5 Mile Radius	5 Mile Radius	5 Mile Radius	5 Mile Radius
2021 Households	18,995	25,374	80,364	8,763	50,452	18,021
2021 Average Household Income	\$90,888	\$112,831	\$61,708	\$131,022	\$97,858	\$107,531
AHI Relative to Subject	---	24.1%	-32.1%	44.2%	7.7%	18.3%
2021 Median Value of Owner Occupied Housing Units	\$211,234	\$235,925	\$138,433	\$290,996	\$211,959	\$229,302
2021 % Renter Occupied Housing Units	33.0%	17.4%	45.2%	12.3%	32.3%	18.5%
2021 % College/Graduate Degree Age 25+	39.3%	49.7%	24.7%	55.9%	41.9%	47.5%
2021 Median Age	33.9	34.3	33.8	34.8	35.5	33.7
<b>Indicated Qualitative Adjustment</b>	---	<b>Similar</b>	<b>Inferior</b>	<b>Inferior</b>	<b>Superior</b>	<b>Similar</b>
<b>Concluded Quantitative Adjustment</b>	---	<b>0%</b>	<b>20%</b>	<b>5%</b>	<b>-5%</b>	<b>0%</b>

Compiled by CBRE

The indicated adjustments will be used in the following discussions.

## DISCUSSION/ANALYSIS OF LAND SALES

### Land Sale One

Land Sale Summary							
No.	Primary Image	Name and Location Gov./Tax ID	Land Area - Net Land Area - Net Shape Topography Utilities	Property Subtype Zoning Dev. Status Max. Bldg. Area Max Allow. Units	Trans. Type Date Buyer Seller Verification	Adj. Sales Price Price/Land Area Price/Land Area Price/Bldg. Area Price/Unit	Detailed Map
1		HRC Industrial Land Sec-Twn-Rge 3-13-11 Omaha, NE 68138 United States  010403582	6,773,144 sf 155.490 ac Rectangular  Generally Level All Available	Industrial AG, Agricultural Row  N/A N/A	Sale 12/2021 HRC Industrial West LLC Schewe Farms Inc. Publication, County Records	\$7,045,000 \$1.04/sf \$45,308.38/ac N/A N/A	
		<b>Proposed Uses</b>	Industrial				



The upward adjustment for size reflects this comparable's inferior feature with respect to economies of scale regarding parcel size. An upward adjustment was applied to this comparable for its inferior frontage attribute when compared to the subject, based upon its lack of frontage along primary commercial thoroughfares when compared to the subject's frontage along Highway 75 and Highway 34. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

Land Sale Two

Land Sale Summary							
No.	Primary Image	Name and Location Gov./Tax ID	Land Area - Net Land Area - Net Shape Topography Utilities	Property Subtype Zoning Dev. Status Max. Bldg. Area Max Allow. Units	Trans. Type Date Buyer Seller Verification	Adj. Sales Price Price/Land Area Price/Land Area Price/Bldg. Area Price/Unit	Detailed Map
2		<b>Nebraska Avenue Land</b> NW Corner South 35th Street and Nebraska Avenue Council Bluffs, IA 51501 United States  Multiple	1,289,809 sf 29.610 ac  Irregular  Varies Public	Retail / Commercial P-C Planned Commercial District Raw  N/A N/A	Sale 06/2021  AC Nelson Enterprises Frank R Krejci Trust Broker/Owner/Appra isal	\$1,650,000 \$1.28/sf  \$55,724.61/ac  N/A N/A	
Proposed Uses			Commercial				


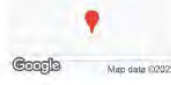
The upward market conditions (time) adjustment reflects the improved market conditions since the date of sale. Upon comparison with the subject, this comparable was considered inferior in terms of shape and received an upward adjustment for this characteristic due to an irregular shape. The adjustment for location was warranted due to inferior demographics when compared to the subject. Therefore, an upward adjustment was judged proper for this comparable. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

Land Sale Three

Land Sale Summary							
No.	Primary Image	Name and Location Gov./Tax ID	Land Area - Net Land Area - Net Shape Topography Utilities	Property Subtype Zoning Dev. Status Max. Bldg. Area Max Allow. Units	Trans. Type Date Buyer Seller Verification	Adj. Sales Price Price/Land Area Price/Land Area Price/Bldg. Area Price/Unit	Detailed Map
3		<b>Ag Land Acquisition</b> 12502 South 204th Street Gretna, NE 68028 United States  011077387	3,158,710 sf 72.514 ac  Rectangular Generally Level  All Available	Agricultural TA - Transitional Agricultural Raw  N/A N/A	Sale 02/2021  MRDP LLC Lonnie and Bradley Richardson County Records, Purchase Agreement, Broker	\$3,263,130 \$1.03/sf  \$45,000.00/ac  N/A N/A	
Proposed Uses			Agricultural Land				


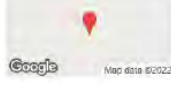
The upward market conditions (time) adjustment reflects the improved market conditions since the date of sale. The upward adjustment for size reflects this comparable's inferior feature with respect to economies of scale regarding parcel size. An upward adjustment was applied to this comparable for its inferior frontage attribute when compared to the subject, based upon its lack of frontage along primary commercial thoroughfares when compared to the subject's frontage along Highway 75 and Highway 34. The adjustment for location was warranted due to inferior demographics when compared to the subject. Therefore, an upward adjustment was judged proper for this comparable. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

Land Sale Four

Land Sale Summary							
No.	Primary Image	Name and Location Gov./Tax ID	Land Area - Net Land Area - Net Shape Topography Utilities	Property Subtype Zoning Dev. Status Max. Bldg. Area Max Allow. Units	Trans. Type Date Buyer Seller Verification	Adj. Sales Price Price/Land Area Price/Land Area Price/Bldg. Area Price/Unit	Detailed Map
4		<b>Generations Subdivision</b> 126th Street and Highway 370 Papillion, NE 68046 United States  N/A	2,405,296 sf 55.218 ac Irregular Varies All Available	Mixed-Use MU - Mixed Use Raw N/A N/A	Sale 05/2020 BHI Properties, Inc. Schewe Farms Inc. Form 521	\$7,877,674 \$3.28/sf \$142,664.96/ac N/A N/A	
<b>Proposed Uses</b>			Mixed-Use Development				

The upward market conditions (time) adjustment reflects the improved market conditions since the date of sale. The adjustment for location was warranted due to superior demographics when compared to the subject. Therefore, a downward adjustment was judged proper for this comparable. The downward adjustment for highest & best use was considered reasonable due to the mixed use nature of the proposed uses on this site, which drive individual retail lot values upward. Overall, this comparable was deemed superior in comparison to the subject and a downward net adjustment was warranted to the sales price indicator.

Land Sale Five

Land Sale Summary							
No.	Primary Image	Name and Location Gov./Tax ID	Land Area - Net Land Area - Net Shape Topography Utilities	Property Subtype Zoning Dev. Status Max. Bldg. Area Max Allow. Units	Trans. Type Date Buyer Seller Verification	Adj. Sales Price Price/Land Area Price/Land Area Price/Bldg. Area Price/Unit	Detailed Map
5		<b>12506 S 150th Street</b> 12506 S 150th Street Springfield, NE 68059 United States  011040122	2,622,255 sf 60.199 ac Irregular Generally Level N/A	Agricultural AG Raw N/A N/A	Sale 01/2019 Raven Northbrook, LLC Ronald R. and Susan C. Hollins Broker	\$4,149,880 \$1.58/sf \$68,936.37/ac N/A N/A	
<b>Proposed Uses</b>			Facebook Data Center				

In terms of conditions of sale, this comparable was considered superior and received a downward adjustment for this characteristic due to the buyer being an adjacent property owner. The upward market conditions (time) adjustment reflects the improved market conditions since the date of sale. The upward adjustment for size reflects this comparable's inferior feature with respect to economies of scale regarding parcel size. The upward adjustment for highest & best use was considered reasonable due to the highest and best use of this site for development of a data center. Overall, this comparable was deemed inferior in comparison to the subject and an upward net adjustment was warranted to the sales price indicator.

SUMMARY OF ADJUSTMENTS

Based on our comparative analysis, the following chart summarizes the adjustments warranted to each comparable.

LAND SALES ADJUSTMENT GRID						
Comparable Number	1	2	3	4	5	Subject
Transaction Type	Sale	Sale	Sale	Sale	Sale	---
Transaction Date	Dec-21	Jun-21	Feb-21	May-20	Jan-19	---
Interest Transferred	Fee	Fee	Fee	Fee	Leased Fee	
	Simple/Freehold	Simple/Freehold	Simple/Freehold	Simple/Freehold		
Proposed Use	Industrial	Commercial	Agricultural Land	Mixed-Use Development	Facebook Data Center	Commercial
Actual Sale Price	\$7,045,000	\$1,650,000	\$3,263,130	\$7,877,674	\$4,149,880	---
Adjusted Sale Price <sup>1</sup>	\$7,045,000	\$1,650,000	\$3,263,130	\$7,877,674	\$4,149,880	---
Size (Acres)	155.49	29.61	72.51	55.22	60.20	43.33
Size (SF)	6,773,144	1,289,809	3,158,710	2,405,296	2,622,255	1,887,455
Price Per SF	\$1.04	\$1.28	\$1.03	\$3.28	\$1.58	---
Price (\$ PSF)	\$1.04	\$1.28	\$1.03	\$3.28	\$1.58	
Property Rights Conveyed	0%	0%	0%	0%	0%	
Financing Terms <sup>1</sup>	0%	0%	0%	0%	0%	
Conditions of Sale	0%	0%	0%	0%	-10%	
Market Conditions (Time)	0%	1%	1%	2%	3%	
Subtotal	\$1.04	\$1.29	\$1.04	\$3.35	\$1.46	
Size	15%	0%	10%	0%	5%	
Shape	0%	10%	0%	0%	0%	
Corner	0%	0%	0%	0%	0%	
Frontage	35%	0%	35%	0%	0%	
Topography	0%	0%	0%	0%	0%	
Location	0%	20%	5%	-5%	0%	
Zoning/Density	0%	0%	0%	0%	0%	
Utilities	0%	0%	0%	0%	0%	
Highest & Best Use	0%	0%	0%	-45%	10%	
Total Other Adjustments	50%	30%	50%	-50%	15%	
<b>Value Indication for Subject</b>	<b>\$1.56</b>	<b>\$1.68</b>	<b>\$1.56</b>	<b>\$1.67</b>	<b>\$1.68</b>	
Absolute Adjustment	50%	31%	51%	52%	28%	

<sup>1</sup> Adjusted sale price for cash equivalency and/or development costs (where applicable)  
Compiled by CBRE

## CONCLUSION

Prior to adjustment the comparable sales ranged in sale price between \$1.03 and \$3.28 per square foot with an unadjusted average price of \$1.64 per square foot. Subsequent adjustments for conditions of sale, market conditions, size, shape, frontage, location, and highest and best use, the comparable sales narrow in price range and are between \$1.56 and \$1.68 per square foot with an average adjusted sale price of \$1.63 per square foot.

Based on the preceding analysis, Comparables Two and Five were the most representative of the subject site and warranted greatest consideration as these sales required the least absolute adjustment. The following table presents the valuation conclusion:

CONCLUDED LAND VALUE				
\$ PSF		Subject SF	=	Total
\$1.56	x	1,887,455	=	\$2,944,429
\$1.68	x	1,887,455	=	\$3,179,151
<b>Indicated Value:</b>				<b>\$3,170,000</b>
		(Rounded \$ PSF)		\$1.68

Compiled by CBRE

## Reconciliation of Value

In the sales comparison approach, the subject is compared to similar properties that have been sold recently or for which listing prices or offers are known. The sales used in this analysis are considered highly comparable to the subject, and the required adjustments were based on reasonable and well-supported rationale. In addition, market participants are currently analyzing purchase prices on other properties as they relate to available substitutes in the market. Therefore, the sales comparison approach is considered to provide a reliable value indication.

Based on the foregoing, the market value of the subject has been concluded as follows:

<b>MARKET VALUE CONCLUSION</b>			
<b>Appraisal Premise</b>	<b>Interest Appraised</b>	<b>Date of Value</b>	<b>Value Conclusion</b>
Land Value	Fee Simple Estate	February 15, 2022	\$3,170,000
Compiled by CBRE			

## Assumptions and Limiting Conditions

1. CBRE, Inc. through its appraiser (collectively, "CBRE") has inspected through reasonable observation the subject property. However, it is not possible or reasonably practicable to personally inspect conditions beneath the soil and the entire interior and exterior of the improvements on the subject property. Therefore, no representation is made as to such matters.
2. The report, including its conclusions and any portion of such report (the "Report"), is as of the date set forth in the letter of transmittal and based upon the information, market, economic, and property conditions and projected levels of operation existing as of such date. The dollar amount of any conclusion as to value in the Report is based upon the purchasing power of the U.S. Dollar on such date. The Report is subject to change as a result of fluctuations in any of the foregoing. CBRE has no obligation to revise the Report to reflect any such fluctuations or other events or conditions which occur subsequent to such date.
3. Unless otherwise expressly noted in the Report, CBRE has assumed that:
  - (i) Title to the subject property is clear and marketable and that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or value. CBRE has not examined title records (including without limitation liens, encumbrances, easements, deed restrictions, and other conditions that may affect the title or use of the subject property) and makes no representations regarding title or its limitations on the use of the subject property. Insurance against financial loss that may arise out of defects in title should be sought from a qualified title insurance company.
  - (ii) Existing improvements on the subject property conform to applicable local, state, and federal building codes and ordinances, are structurally sound and seismically safe, and have been built and repaired in a workmanlike manner according to standard practices; all building systems (mechanical/electrical, HVAC, elevator, plumbing, etc.) are in good working order with no major deferred maintenance or repair required; and the roof and exterior are in good condition and free from intrusion by the elements. CBRE has not retained independent structural, mechanical, electrical, or civil engineers in connection with this appraisal and, therefore, makes no representations relative to the condition of improvements. CBRE appraisers are not engineers and are not qualified to judge matters of an engineering nature, and furthermore structural problems or building system problems may not be visible. It is expressly assumed that any purchaser would, as a precondition to closing a sale, obtain a satisfactory engineering report relative to the structural integrity of the property and the integrity of building systems.
  - (iii) Any proposed improvements, on or off-site, as well as any alterations or repairs considered will be completed in a workmanlike manner according to standard practices.
  - (iv) Hazardous materials are not present on the subject property. CBRE is not qualified to detect such substances. The presence of substances such as asbestos, urea formaldehyde foam insulation, contaminated groundwater, mold, or other potentially hazardous materials may affect the value of the property.
  - (v) No mineral deposit or subsurface rights of value exist with respect to the subject property, whether gas, liquid, or solid, and no air or development rights of value may be transferred. CBRE has not considered any rights associated with extraction or exploration of any resources, unless otherwise expressly noted in the Report.
  - (vi) There are no contemplated public initiatives, governmental development controls, rent controls, or changes in the present zoning ordinances or regulations governing use, density, or shape that would significantly affect the value of the subject property.
  - (vii) All required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, nor national government or private entity or organization have been or can be readily obtained or renewed for any use on which the Report is based.
  - (viii) The subject property is managed and operated in a prudent and competent manner, neither inefficiently or super-efficiently.
  - (ix) The subject property and its use, management, and operation are in full compliance with all applicable federal, state, and local regulations, laws, and restrictions, including without limitation environmental laws, seismic hazards, flight patterns, decibel levels/noise envelopes, fire hazards, hillside ordinances, density, allowable uses, building codes, permits, and licenses.
  - (x) The subject property is in full compliance with the Americans with Disabilities Act (ADA). CBRE is not qualified to assess the subject property's compliance with the ADA, notwithstanding any discussion of possible readily achievable barrier removal construction items in the Report.

- (xi) All information regarding the areas and dimensions of the subject property furnished to CBRE are correct, and no encroachments exist. CBRE has neither undertaken any survey of the boundaries of the subject property nor reviewed or confirmed the accuracy of any legal description of the subject property.

Unless otherwise expressly noted in the Report, no issues regarding the foregoing were brought to CBRE's attention, and CBRE has no knowledge of any such facts affecting the subject property. If any information inconsistent with any of the foregoing assumptions is discovered, such information could have a substantial negative impact on the Report. Accordingly, if any such information is subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. CBRE assumes no responsibility for any conditions regarding the foregoing, or for any expertise or knowledge required to discover them. Any user of the Report is urged to retain an expert in the applicable field(s) for information regarding such conditions.

4. CBRE has assumed that all documents, data and information furnished by or behalf of the client, property owner, or owner's representative are accurate and correct, unless otherwise expressly noted in the Report. Such data and information include, without limitation, numerical street addresses, lot and block numbers, Assessor's Parcel Numbers, land dimensions, square footage area of the land, dimensions of the improvements, gross building areas, net rentable areas, usable areas, unit count, room count, rent schedules, income data, historical operating expenses, budgets, and related data. Any error in any of the above could have a substantial impact on the Report. Accordingly, if any such errors are subsequently made known to CBRE, CBRE reserves the right to amend the Report, which may include the conclusions of the Report. The client and intended user should carefully review all assumptions, data, relevant calculations, and conclusions of the Report and should immediately notify CBRE of any questions or errors within 30 days after the date of delivery of the Report.
5. CBRE assumes no responsibility (including any obligation to procure the same) for any documents, data or information not provided to CBRE, including without limitation any termite inspection, survey or occupancy permit.
6. All furnishings, equipment and business operations have been disregarded with only real property being considered in the Report, except as otherwise expressly stated and typically considered part of real property.
7. Any cash flows included in the analysis are forecasts of estimated future operating characteristics based upon the information and assumptions contained within the Report. Any projections of income, expenses and economic conditions utilized in the Report, including such cash flows, should be considered as only estimates of the expectations of future income and expenses as of the date of the Report and not predictions of the future. Actual results are affected by a number of factors outside the control of CBRE, including without limitation fluctuating economic, market, and property conditions. Actual results may ultimately differ from these projections, and CBRE does not warrant any such projections.
8. The Report contains professional opinions and is expressly not intended to serve as any warranty, assurance or guarantee of any particular value of the subject property. Other appraisers may reach different conclusions as to the value of the subject property. Furthermore, market value is highly related to exposure time, promotion effort, terms, motivation, and conclusions surrounding the offering of the subject property. The Report is for the sole purpose of providing the intended user with CBRE's independent professional opinion of the value of the subject property as of the date of the Report. Accordingly, CBRE shall not be liable for any losses that arise from any investment or lending decisions based upon the Report that the client, intended user, or any buyer, seller, investor, or lending institution may undertake related to the subject property, and CBRE has not been compensated to assume any of these risks. Nothing contained in the Report shall be construed as any direct or indirect recommendation of CBRE to buy, sell, hold, or finance the subject property.
9. No opinion is expressed on matters which may require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate appraisers. Any user of the Report is advised to retain experts in areas that fall outside the scope of the real estate appraisal profession for such matters.
10. CBRE assumes no responsibility for any costs or consequences arising due to the need, or the lack of need, for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for Flood Hazard Insurance.
11. Acceptance or use of the Report constitutes full acceptance of these Assumptions and Limiting Conditions and any special assumptions set forth in the Report. It is the responsibility of the user of the Report to read in full, comprehend and thus become aware of all such assumptions and limiting conditions. CBRE assumes no responsibility for any situation arising out of the user's failure to become familiar with and understand the same.
12. The Report applies to the property as a whole only, and any pro ration or division of the title into fractional interests will invalidate such conclusions, unless the Report expressly assumes such pro ration or division of interests.

13. The allocations of the total value estimate in the Report between land and improvements apply only to the existing use of the subject property. The allocations of values for each of the land and improvements are not intended to be used with any other property or appraisal and are not valid for any such use.
14. The maps, plats, sketches, graphs, photographs, and exhibits included in this Report are for illustration purposes only and shall be utilized only to assist in visualizing matters discussed in the Report. No such items shall be removed, reproduced, or used apart from the Report.
15. The Report shall not be duplicated or provided to any unintended users in whole or in part without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Exempt from this restriction is duplication for the internal use of the intended user and its attorneys, accountants, or advisors for the sole benefit of the intended user. Also exempt from this restriction is transmission of the Report pursuant to any requirement of any court, governmental authority, or regulatory agency having jurisdiction over the intended user, provided that the Report and its contents shall not be published, in whole or in part, in any public document without the written consent of CBRE, which consent CBRE may withhold in its sole discretion. Finally, the Report shall not be made available to the public or otherwise used in any offering of the property or any security, as defined by applicable law. Any unintended user who may possess the Report is advised that it shall not rely upon the Report or its conclusions and that it should rely on its own appraisers, advisors and other consultants for any decision in connection with the subject property. CBRE shall have no liability or responsibility to any such unintended user.

**ADDENDA**

Addendum A

**LAND SALE DATA SHEETS**

# Sale

# Land - Industrial

# No. 1

Property Name HRC Industrial Land  
 Address Sec-Twn-Rge 3-13-11  
 Omaha, NE 68138  
 United States

Government Tax Agency Sarpy  
 Govt./Tax ID 010403582

### Site/Government Regulations

	Acres	Square feet
Land Area Net	155.490	6,773,144
Land Area Gross	155.490	6,773,144

Site Development Status	Raw
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum FAR N/A  
 Min Land to Bldg Ratio N/A  
 Maximum Density N/A

Frontage Distance/Street 2,635 ft Schram Road

General Plan N/A  
 Specific Plan N/A  
 Zoning AG, Agricultural  
 Entitlement Status N/A



### Sale Summary

Recorded Buyer HRC Industrial West LLC  
 True Buyer N/A  
 Recorded Seller Schewe Farms Inc.  
 True Seller N/A

Marketing Time N/A  
 Buyer Type N/A  
 Seller Type N/A  
 Primary Verification Publication, County Records

Interest Transferred Fee Simple/Freehold  
 Current Use Agricultural  
 Proposed Use Industrial  
 Listing Broker N/A  
 Selling Broker N/A  
 Doc # N/A

Type	Sale
Date	12/3/2021
Sale Price	\$7,045,000
Financing	Market Rate Financing
Cash Equivalent	\$7,045,000
Capital Adjustment	\$0
Adjusted Price	\$7,045,000

### Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
12/2021	Sale	HRC Industrial West LLC	Schewe Farms Inc.	\$7,045,000	\$45,308 / \$1.04

**Units of Comparison**

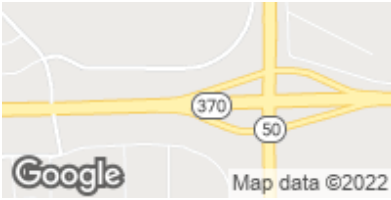
\$1.04 / sf  
\$45,308.38 / ac

N/A / Unit  
N/A / Allowable Bldg. Units  
N/A / Building Area

**Financial**

**No information recorded**

**Map & Comments**



This sale represent the acquisition of 155.49 acres of agricultural land. The buyer is HRC Industrial West who plans to develop the property for industrial use. Surrounding zoning is Mixed-use and Light Industrial. The property sold for \$7,045,000 or \$1.04 per square foot.

# Sale

# Land - Retail / Commercial

# No. 2

Property Name      Nebraska Avenue Land  
 Address              NW Corner South 35th Street and Nebraska Avenue  
                             Council Bluffs, IA 51501  
                             United States

Government Tax Agency    Pottawattamie  
 Govt./Tax ID              Multiple

**Site/Government Regulations**

	Acres	Square feet
Land Area Net	29.610	1,289,809
Land Area Gross	29.610	1,289,809

Site Development Status	Raw
Shape	Irregular
Topography	Varies
Utilities	Public

Maximum FAR                      N/A  
 Min Land to Bldg Ratio            N/A  
 Maximum Density                  N/A

Frontage Distance/Street	911 ft	Interstate 29
Frontage Distance/Street	1,544 ft	I-29 NB Entrance 52 (Ramp)
Frontage Distance/Street	1,187 ft	35th Street
Frontage Distance/Street	300 ft	Nebraska Avenue

General Plan                      N/A  
 Specific Plan                      N/A  
 Zoning                              P-C Planned Commercial District  
 Entitlement Status                N/A



**Sale Summary**

Recorded Buyer	AC Nelson Enterprises	Marketing Time	12 Month(s)
True Buyer	N/A	Buyer Type	N/A
Recorded Seller	Frank R Krejci Trust	Seller Type	N/A
True Seller	N/A	Primary Verification	Broker/Owner/Appraisal
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Vacant Land	Date	6/25/2021
Proposed Use	Commercial	Sale Price	\$1,650,000
Listing Broker	N/A	Financing	N/A
Selling Broker	N/A	Cash Equivalent	\$1,650,000
Doc #	2021/10294	Capital Adjustment	\$0
		Adjusted Price	\$1,650,000

**Transaction Summary plus Five-Year CBRE View History**

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
06/2021	Sale	AC Nelson Enterprises	Frank R Krejci Trust	\$1,650,000	\$55,725 / \$1.28

**Units of Comparison**

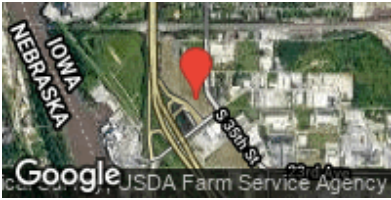
\$1.28 / sf  
\$55,724.61 / ac

N/A / Unit  
N/A / Allowable Bldg. Units  
N/A / Building Area

**Financial**

**No information recorded**

**Map & Comments**



This comparable represents the sale of 29.61 acres of land located at NW Corner South 35th Street and Nebraska Avenue in Council Bluffs, Iowa. At the time of the sale, the property was vacant. The site is zoned P-C Planned Commercial District, and all utilities were available to the site. According to brokers involved with sale the site was listed for \$1,750,000 for approximately 12 months. The broker felt that the land was shovel ready and that the X500 flood classification would not limit or effect potential development. The property sold for \$1,650,000 or \$1.28 per square foot.

Property Name Ag Land Acquisition  
 Address 12502 South 204th Street  
 Gretna, NE 68028  
 United States

Government Tax Agency Sarpy  
 Govt./Tax ID 011077387

**Site/Government Regulations**

	Acres	Square feet
Land Area Net	72.514	3,158,710
Land Area Gross	72.514	3,158,710

Site Development Status	Raw
Shape	Rectangular
Topography	Generally Level
Utilities	All Available

Maximum FAR N/A  
 Min Land to Bldg Ratio N/A  
 Maximum Density N/A

Frontage Distance/Street	2,167 ft	204th Street
Frontage Distance/Street	1,291 ft	Capehart Road

General Plan N/A  
 Specific Plan N/A  
 Zoning TA - Transitional Agricultural  
 Entitlement Status N/A

**Sale Summary**

Recorded Buyer	MRDP LLC	Marketing Time	N/A
True Buyer	MRDP LLC	Buyer Type	N/A
Recorded Seller	Lonnie and Bradley Richardson	Seller Type	End User
True Seller	Lonnie and Bradley Richardson	Primary Verification	County Records, Purchase Agreement, Broker
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Agricultural Land	Date	2/9/2021
Proposed Use	Agricultural Land	Sale Price	\$3,263,130
Listing Broker	N/A	Financing	Market Rate Financing
Selling Broker	N/A	Cash Equivalent	\$3,263,130
Doc #	2021-05331	Capital Adjustment	\$0
		Adjusted Price	\$3,263,130

**Transaction Summary plus Five-Year CBRE View History**

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
02/2021	Sale	MRDP LLC	Lonnie and Bradley Richardson	\$3,263,130	\$45,000 / \$1.03

**Units of Comparison**

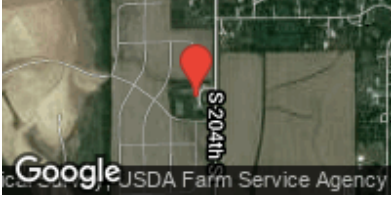
\$1.03 / sf  
\$45,000.00 / ac

N/A / Unit  
N/A / Allowable Bldg. Units  
N/A / Building Area

**Financial**

**No information recorded**

**Map & Comments**



This comparable represents the acquisition of 72.514-acres of agricultural land for continued agricultural use. The comparable is located at the northwest corner of 204th and Capehart Street in Gretna, Nebraska.

# Sale

# Land - Mixed-Use

# No. 4

Property Name Generations Subdivision  
 Address 126th Street and Highway 370  
 Papillion, NE 68046  
 United States

Government Tax Agency Sarpy  
 Govt./Tax ID N/A

### Site/Government Regulations

	Acres	Square feet
Land Area Net	55.218	2,405,296
Land Area Gross	55.218	2,405,296

Site Development Status	Raw
Shape	Irregular
Topography	Varies
Utilities	All Available

Maximum FAR N/A  
 Min Land to Bldg Ratio N/A  
 Maximum Density N/A

Frontage Distance/Street 2,464 ft Highway 370

General Plan N/A  
 Specific Plan N/A  
 Zoning MU - Mixed Use  
 Entitlement Status N/A



### Sale Summary

Recorded Buyer	BHI Properties, Inc.	Marketing Time	N/A
True Buyer	BHI Development Company	Buyer Type	Developer
Recorded Seller	Schewe Farms Inc.	Seller Type	Private Investor
True Seller	Margaret Langpaul	Primary Verification	Form 521
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Vacant Land	Date	5/4/2020
Proposed Use	Mixed-Use Development	Sale Price	\$7,877,674
Listing Broker	N/A	Financing	Market Rate Financing
Selling Broker	N/A	Cash Equivalent	\$7,877,674
Doc #	2020-11276	Capital Adjustment	\$0
		Adjusted Price	\$7,877,674

### Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
05/2020	Sale	BHI Properties, Inc.	Schewe Farms Inc.	\$7,877,674	\$142,665 / \$3.28

**Units of Comparison**

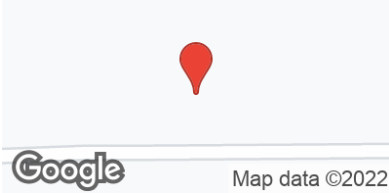
\$3.28 / sf  
\$142,664.96 / ac

N/A / Unit  
N/A / Allowable Bldg. Units  
N/A / Building Area

**Financial**

**No information recorded**

**Map & Comments**



This comparable represents the sale of a 55.22-acre tract of land located at 126th Street and Highway 370 in Papillion, Nebraska. On May 4, 2020 the tract of land sold for \$7.88 million or \$3.28 per square foot. The site is favorably located just south of Werner Park, home to the Omaha Storm Chasers, and is directly southeast of Prairie Queen Recreation Area. Future development for the site includes a large mixed-use community including but not limited to multi-family housing and Class A office buildings.

# Sale

# Land - Agricultural

# No. 5

Property Name 12506 S 150th Street  
 Address 12506 S 150th Street  
 Springfield, NE 68059  
 United States

Government Tax Agency Sarpy  
 Govt./Tax ID 011040122

### Site/Government Regulations

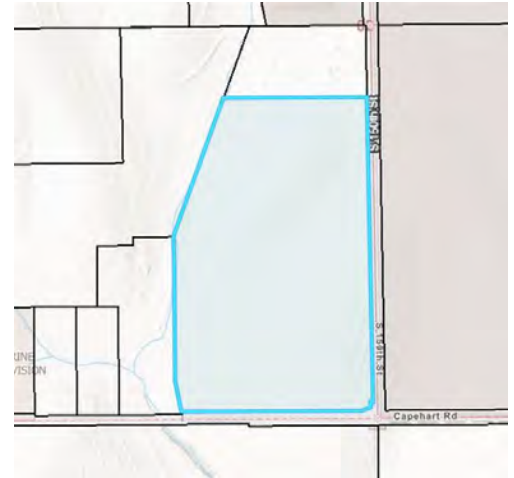
	Acres	Square feet
Land Area Net	60.199	2,622,255
Land Area Gross	N/A	N/A

Site Development Status	Raw
Shape	Irregular
Topography	Generally Level
Utilities	N/A

Maximum FAR N/A  
 Min Land to Bldg Ratio N/A  
 Maximum Density N/A

Frontage Distance/Street	2,102 ft	150th Street
Frontage Distance/Street	1,282 ft	Capehart Road

General Plan N/A  
 Specific Plan N/A  
 Zoning AG  
 Entitlement Status N/A



### Sale Summary

Recorded Buyer	Raven Northbrook, LLC	Marketing Time	N/A
True Buyer	Facebook	Buyer Type	Corporation
Recorded Seller	Ronald R. and Susan C. Hollins	Seller Type	Other
True Seller	Ronald R. and Susan C. Hollins	Primary Verification	Broker
Interest Transferred	Fee Simple/Freehold	Type	Sale
Current Use	Ag	Date	1/31/2019
Proposed Use	Facebook Data Center	Sale Price	\$4,149,880
Listing Broker	Carrie Duffy-Black Dirt Land Sales & Management LLC	Financing	Cash to Seller
Selling Broker	N/A	Cash Equivalent	\$4,149,880
Doc #	2019-02086	Capital Adjustment	\$0
		Adjusted Price	\$4,149,880

### Transaction Summary plus Five-Year CBRE View History

Transaction Date	Transaction Type	Buyer	Seller	Price	Price/ac and /sf
01/2019	Sale	Raven Northbrook, LLC	Ronald R. and Susan C. Hollins	\$4,149,880	\$68,936 / \$1.58

**Units of Comparison**

\$1.58 / sf  
\$68,936.37 / ac

N/A / Unit  
N/A / Allowable Bldg. Units  
N/A / Building Area

**Financial**

**No information recorded**

**Map & Comments**



This comparable represents the sale of 60.2 acres of agricultural land located at the northwest corner of S 150th Street and Capehart Road in Spring Field, NE. (Omaha Metro) The property was purchased by Facebook who owns the parcel to the east to expand their data center campus.

Addendum B

**PURCHASE AGREEMENT/LEGAL DESCRIPTION**

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made effective as of \_\_\_\_\_, 2022 (“Effective Date”), by and between **PRAIRIE HILL FARM, LLP** (“Seller”) and **CITY OF BELLEVUE**, a municipal corporation (“Buyer”).

Seller is the owner of certain real property located on the Northeast corner of Hwy 75 and Hwy 34 in the extraterritorial jurisdiction of Bellevue, Sarpy County, Nebraska, which is known as Parcel Number 011040599, consisting of approximately 43.33 acres, which property is described and/or depicted on Exhibit "A" attached hereto and made a part hereof (the “Property”). The parties agree that should any survey or appraisal identify a different acreage number, that number shall be the final number utilized.

### 1. PURCHASE

Seller agrees to sell, and Buyer agrees to purchase from Seller the Property, together with all improvements thereon, and licenses, permits, appurtenant rights, privileges and easements, including, without limitation, the right to any and all utility easements, including but not limited to easements for storm water drainage, water, sanitary sewer, electrical, natural gas or telephone service and all plans, specifications, approvals and permits relating to the Property. Seller will provide Buyer with a W9 within five (5) business days of the parties signing this Agreement.

### 2. PURCHASE PRICE

Buyer shall pay at Closing (hereinafter defined) as the purchase price for the Property an amount equal to seventy-three thousand dollars (\$73,000.00) per acre (“Purchase Price”). The parties understand that pursuant to statute, Buyer is obligated to conduct an appraisal on said Property and should the appraisal identify a lower price per acre, the parties reserve the right to further negotiate the purchase price if necessary to effectuate funding and closing.

### 3. DEPOSIT IN ESCROW

The parties mutually agree that no Earnest Deposit shall be required.

### 4. ESCROW AGENT

Buyer and Seller acknowledge and agree that the closing of the sale shall be managed by Ambassador Title Service, located at 331 Village Pointe Plz Ste 102 in Omaha, Nebraska, (“Escrow Agent”). Escrow Agent’s charge for the escrow closing shall be equally divided between Buyer and Seller. This Agreement shall constitute escrow instructions. The Escrow Agent may attach hereto its usual conditions of acceptance of escrow which shall be controlling insofar as they do not conflict with the terms of this Agreement. Buyer may, at any time upon notice delivered to Seller, elect to use a different Escrow Agent for purposes of this Agreement, in which event Buyer and Seller shall enter into an amendment to this Agreement indicating the new Escrow Agent.

5. DOCUMENT DELIVERY AND DUE DILIGENCE

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

Buyer shall have thirty (30) days from the date of the signing of this agreement ("Due Diligence Period") to inspect the Property, obtain financing or funding approval, and complete any engineering, surveys, soil assessments, environmental studies, and such other studies Buyer requires to determine if the Property is suitable for Buyer's purchase. Seller hereby gives Buyer permission to enter the Property at reasonable times to perform such studies and engineering. If Buyer, in Buyer's sole discretion, determines the Properties or agreements are unsuitable, Buyer may terminate this Agreement by giving written notice to the Escrow Agent prior to the expiration of the Due Diligence Period. Buyer agrees to defend and hold harmless the Seller in the event of liability or damages as a result of Buyer's inspections or due diligence. At the completion of the Due Diligence Period, Buyer shall return the Properties to their original condition. Buyer shall also indemnify and hold the Seller harmless from any costs, damages, claims, lawsuits caused by any such inspections or entry onto the Properties.

Buyer and Seller acknowledge that this Agreement (and the parties' obligations hereunder) are contingent on the successful completion and approval of the use of funding under the Bellevue Nebraska Economic Development Program for the City. If Economic Development Program funding is approved by the City for the purchase of said Property, than this Agreement shall be deemed automatically terminated.

6. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents, warrants and covenants with Buyer as follows: (a) Seller is not aware of being in violation of any ordinance, statute, rule or regulation with respect to the Property; (b) Seller has no knowledge of any gas wells or other wells (whether capped or uncapped, plugged or unplugged) on or about the Property; (c) there are no encroachments on the Property by any improvements located on any adjoining property; (d) no person presently has any right to possession of any part or all of the Property other than Seller; (e) Seller has no knowledge of the presence of any toxic or hazardous substances, as those terms are currently understood under Federal EPA Regulations, on or under the surface of the Property; (f) Seller has no knowledge of any underground storage tanks on the Property; (g) Seller is fully authorized to enter into this Agreement; (h) no leases affect the Property and none will be made without the consent of Buyer

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

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

#### 7. CONVEYANCE OF TITLE

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

#### 8. TITLE EVIDENCE

Buyer shall arrange for the Escrow Agent to issue in favor of Buyer an ALTA owner's fee policy of title insurance ("Title Policy"), with standard exceptions omitted, in the amount of the Purchase Price of the Property, showing title, to and including the date of the recording of the Deed, to be the quality and the condition required by the terms hereof. Should a matter in the title or on any survey obtained by Buyer appear that is not acceptable to Buyer, Buyer shall notify Seller of the same prior to expiration of the Due Diligence Period, and Seller shall then have thirty (30) days to cure such matter(s). If such matters are not cured within thirty (30) days, Buyer may, at its option, elect to accept such title as Seller is able to furnish or terminate this Agreement, in

which case all funds and documents shall be returned to the party depositing same. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, Buyer shall not be required to object to any mortgages or liens voluntarily entered into by Seller or construction liens which can be eliminated or discharged by the payment of a liquidated sum of money (collectively, the “Monetary Encumbrances”), and Seller shall be obligated to eliminate and discharge any and all of the Monetary Encumbrances on or before the Closing. If Seller does not eliminate or discharge the Monetary Encumbrances by Closing, Buyer may do so and deduct the cost thereof from the Purchase Price. In the event any new title exceptions are recorded against the Property after the Effective Date of this Agreement and prior to Closing (“New Exception Items”), the same shall automatically be deemed objected to by Buyer, and in the event Seller is unwilling or unable to cure the same, Buyer may, at its option, elect to accept such title as Seller is able to furnish or terminate this Agreement, in which case all funds and documents shall be returned to the party depositing the same (provided, however, the foregoing does not relieve Seller of liability in the event the event the New Exception Items were recorded in violation of the provisions of this Agreement).

9. POSSESSION

Buyer shall be given exclusive possession of the Property upon transfer of title. Any existing lease on the property, if any, shall be deemed automatically terminated as of the Closing.

10. TAX PRORATION

Real estate taxes that become delinquent in the year of Closing shall be treated as though current and shall be prorated as of the date of transfer based on the County Treasurer’s tax duplicate and tax rate at such date. Seller shall pay at Closing (or credit Buyer, to the extent not yet due and payable at Closing) all reassessed assessments and/or respread taxes upon the Property and all additional or “recaptured” or “rollback” taxes payable by reason of loss of any tax exemption, reduction or abatement, including any agricultural recoupment.

11. CLOSING

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

12. CHARGES IN ESCROW

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

13. RISK OF LOSS

Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property or the Property itself is damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement.

14. BROKER'S COMMISSION

Buyer and Seller each warrants and represents that no real estate brokers are entitled to a commission in this transaction.

15. SURVIVAL OF REPRESENTATIONS

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

16. DEFAULT

If Seller fails to perform any of Seller's obligations under this Agreement and such failure shall continue for a period of thirty (30) days after notice from Buyer, Buyer may automatically terminate this Agreement and Seller shall pay for any escrow and/or title fees and both parties shall be relieved of all further liability hereunder, or Buyer may bring suit for damages, specific performance or equitable relief against Seller. If Buyer fails to perform any of Buyer's obligations under this Agreement and such failure continues for a period of thirty (30) days after notice from Seller, then Seller may, as Seller's sole and exclusive remedy, terminate this Agreement.

17. NOTICE

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

**If to Buyer:**

City of Bellevue  
Jim Ristow  
Jim.Ristow@bellevue.net

with a copy to:

Mark Elbert  
Mark.Elbert@bellevue.net

If to Seller:

\*\*\*\*\*

with a copy to:

\*\*\*\*\*

18. COMPUTING ANY TIME PERIOD.

Wherever this Agreement requires that something be done within a specified period of days, the period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires and (d) unless otherwise specified in this Agreement shall be construed to mean calendar days, provided, that if the final day of the period falls on a Saturday or Sunday or legal holiday (limited to the day set aside by statute for observing New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, or Christmas Day), it shall be extended to first business day thereafter. Time is of the essence for purposes of this Agreement.

19. MISCELLANEOUS

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

[signature page follows]

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

**SELLER:**

PRAIRIE HILL FARM, LLP

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

CITY OF BELLEVUE

By:

\_\_\_\_\_  
Mayor, Rusty Hike

ATTEST:

\_\_\_\_\_  
City Clerk, Susan Kluthe

**Exhibit "A"**

**Property**

Legal Description: Part of Tax Lots 14A and 14B, 23-13-13, lying North of Highway 34 ROW and East of Highway 75 ROW



Addendum C

**CLIENT CONTRACT INFORMATION**

# Proposal and Contract for Services

January 24, 2022

Jim Ristow  
City Administrator  
**CITY OF BELLEVUE**  
1500 Wall Street  
Bellevue, NE 68005  
Phone: 402.293.3023  
Email: jim.ristow@bellevue.net

RE: Assignment Agreement  
Land  
Prairie Hill Farm Land, 15915 Highway 75 South  
Bellevue, NE 68123

CBRE, Inc.  
11213 Davenport Street, Suite 300  
Omaha, NE 68154  
[www.cbre.us/valuation](http://www.cbre.us/valuation)

**Scott Mausbach, MAI**  
Vice President

Dear Mr. Ristow:

We are pleased to submit this proposal and our Terms and Conditions for this assignment.

## PROPOSAL SPECIFICATIONS

**Purpose:** To estimate the Market Value of the referenced real estate

**Premise:** As Is

**Rights Appraised:** Fee Simple

**Intended Use:** Internal Decision Making purposes

**Intended User:** The intended user is CITY OF BELLEVUE ("Client"), and such other parties and entities (if any) expressly recognized by CBRE as "Intended Users" (as further defined herein).

**Reliance:**

**Scope of Inspection:** The scope of the inspection will include:

A full interior and exterior inspection of the property will be conducted and arranged with the property contact and performed by CBRE Valuations.

If this expected property inspection is not possible due to unforeseen issues (such as lack of on-site personnel cooperation, physical obstructions, or appraiser/property contact health and safety concerns), the client will be promptly advised. The client may continue this assignment based on other inspection options agreed upon by CBRE and client or provide CBRE with a written notice to cancel. If CBRE determines that a credible appraisal

result cannot be achieved due to inspection limitations, it will promptly provide the client with a written cancellation of this assignment.

<b>Valuation Approaches:</b>	All three traditional approaches to value will be considered.
<b>Report Type:</b>	Standard Appraisal Report
<b>Appraisal Standards:</b>	USPAP
<b>Appraisal Fee:</b>	\$1,500. If cancelled by either party before completion, the fee will be based on CBRE's hourly rates for time expended; plus actual expenses.
<b>Expenses:</b>	Fee includes all associated expenses
<b>Retainer:</b>	A retainer is not required for this assignment
<b>Payment Terms:</b>	Final payment is due upon delivery of the final report or within thirty (30) days of your receipt of the draft report, whichever is sooner. The full appraisal fee is considered earned upon delivery of the draft report.
<b>Delivery Instructions:</b>	<p>We will invoice you for the assignment in its entirety at the completion of the assignment.</p> <p>CBRE encourages our clients to join in our environmental sustainability efforts by accepting an electronic copy of the report.</p> <p>An Adobe PDF file via email will be delivered to jim.ristow@bellevue.net. The client has requested No (0) bound final copy (ies).</p>
<b>Delivery Schedule:</b>	
<b>Preliminary Value:</b>	Not Required
<b>Draft Report:</b>	Not Required
<b>Final Report:</b>	_15_ business days after the Start Date
<b>Start Date:</b>	The appraisal process will start upon receipt of your signed agreement and the property specific data.
<b>Acceptance Date:</b>	These specifications are subject to modification if this proposal is not accepted within _5_ business days from the date of this letter.

When executed and delivered by all parties, this letter, together with the Terms and Conditions and the Specific Property Data Request attached hereto and incorporated herein, will serve as the Agreement for appraisal services by and between CBRE and Client. Each person signing below represents that it is authorized to enter into this Agreement and to bind the respective parties, including the intended users, hereto.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.

Sincerely,

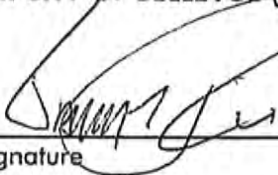
**CBRE, Inc.**  
**Valuation & Advisory Services**



Scott Mausbach, MAI  
Vice President  
As Agent for CBRE, Inc.  
T 402.504.1406  
scott.mausbach@cbre.com

## AGREED AND ACCEPTED

**FOR CITY OF BELLEVUE ("CLIENT"):**

 _____ Signature	JAN 25, 2022 _____ Date
Jim Ristow _____ Name	City Administrator _____ Title
402.293.3023 _____ Phone Number	jim.ristow@bellevue.net _____ E-Mail Address

## TERMS AND CONDITIONS

1. The Terms and Conditions herein are part of an agreement for appraisal services (the "Agreement" ) between CBRE, Inc. (the "Appraiser") and the client signing this Agreement, and for whom the appraisal services will be performed (the "Client"), and shall be deemed a part of such Agreement as though set forth in full therein. The Agreement shall be governed by the laws of the state where the appraisal office is located for the Appraiser executing this Agreement.
2. Client shall be responsible for the payment of all fees stipulated in the Agreement. Payment of the appraisal fee and preparation of an appraisal report (the "Appraisal Report, or the "report") are not contingent upon any predetermined value or on an action or event resulting from the analyses, opinions, conclusions, or use of the Appraisal Report. Final payment is due as provided in the Proposal Specifications Section of this Agreement. If a draft report is requested, the fee is considered earned upon delivery of the draft report. It is understood that the Client may cancel this assignment in writing at any time prior to delivery of the completed report. In such event, the Client is obligated only for the hourly rate of the time expended and expenses incurred (including travel expenses to and from the job site), with a minimum charge of \$500. Additional copies of the Appraisal Reports are available at a cost of \$250 per original color copy and \$100 per photocopy (black and white), plus shipping fees of \$30 per report.
3. If Appraiser is subpoenaed or ordered to give testimony, produce documents or information, or otherwise required or requested by Client or a third party to participate in meetings, phone calls, conferences, litigation or other legal proceedings (including preparation for such proceedings) because of, connected with or in any way pertaining to this engagement, the Appraisal Report, the Appraiser's expertise, or the Property, Client shall pay Appraiser's additional costs and expenses, including but not limited to Appraiser's attorneys' fees, and additional time incurred by Appraiser based on Appraiser's then-prevailing hourly rates and related fees. Such charges include and pertain to, but are not limited to, time spent in preparing for and providing court room testimony, depositions, travel time, mileage and related travel expenses, waiting time, document review and production, and preparation time (excluding preparation of the Appraisal Report), meeting participation, and Appraiser's other related commitment of time and expertise. Hourly charges and other fees for such participation will be provided upon request. In the event Client requests additional appraisal services beyond the scope and purpose stated in the Agreement, Client agrees to pay additional fees for such services and to reimburse related expenses, whether or not the completed report has been delivered to Client at the time of such request.
4. Appraiser shall have the right to terminate this Agreement at any time for cause effective immediately upon written notice to Client on the occurrence of fraud or the willful misconduct of Client, its employees or agents, or without cause upon 5 days written notice.
5. In the event Client fails to make payments when due then, from the date due until paid, the amount due and payable shall bear interest at the maximum rate permitted in the state where the office is located for the Appraiser executing the Agreement. In the event either party institutes legal action against the other to enforce its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses. Each party waives the right to a trial by jury in any action arising under this Agreement.
6. Appraiser assumes there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for Appraiser to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Appraisal fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.
7. In the event of any dispute between Client and Appraiser relating to this Agreement, or Appraiser's or Client's performance hereunder, Appraiser and Client agree that such dispute shall be resolved by means of binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by an arbitrator may be entered in any court of competent jurisdiction. Depositions may be taken and other discovery obtained during such arbitration proceedings to the same extent as authorized in civil judicial proceedings in the state where the office of the Appraiser executing this Agreement is located. The arbitrator shall be limited to awarding compensatory damages and shall have no authority to award punitive, exemplary or similar damages. The prevailing party in the arbitration proceeding shall be entitled to recover its expenses from the losing party, including costs of the arbitration proceeding, and reasonable attorney's fees. Client acknowledges that Appraiser is being retained hereunder as an independent contractor to perform the services described herein and nothing in this Agreement shall be deemed to create any other relationship between

Client and Appraiser. This engagement shall be deemed concluded and the services hereunder completed upon delivery to Client of the Appraisal Report discussed herein.

8. All statements of fact in the report which are used as the basis of the Appraiser's analyses, opinions, and conclusions will be true and correct to Appraiser's actual knowledge and belief. Appraiser does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to Appraiser by Client or others. TO THE FULLEST EXTENT PERMITTED BY LAW, APPRAISER DISCLAIMS ANY GUARANTEE OR WARRANTY AS TO THE OPINIONS AND CONCLUSIONS PRESENTED ORALLY OR IN ANY APPRAISAL REPORT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE EVEN IF KNOWN TO APPRAISER. Furthermore, the conclusions and any permitted reliance on and use of the Appraisal Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.
9. Appraiser shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The report will not constitute a survey of the Property analyzed.
10. Client shall provide Appraiser with such materials with respect to the assignment as are requested by Appraiser and in the possession or under the control of Client. Client shall provide Appraiser with sufficient access to the Property to be analyzed, and hereby grants permission for entry unless discussed in advance to the contrary.
11. The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of Appraiser. With respect to data provided by Client, Appraiser shall not violate the confidential nature of the Appraiser-Client relationship by improperly disclosing any proprietary information furnished to Appraiser. Notwithstanding the foregoing, Appraiser is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree, including to appropriate representatives of the Appraisal Institute if such disclosure is required to enable Appraiser to comply with the Bylaws and Regulations of such Institute as now or hereafter in effect.
12. Unless specifically noted, in preparing the Appraisal Report the Appraiser will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Appraisal fee.
13. In the event Client intends to use the Appraisal Report in connection with a tax matter, Client acknowledges that Appraiser provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Appraisal Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Appraisal Report. Client agrees that Appraiser shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from Appraiser relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorneys' fees, costs or other expenses relating to Client's tax matters.
14. Appraiser shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Appraisal Report to any third party.
15. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT ARISING FROM SECTION 16 BELOW, OR SECTION 17 IF APPLICABLE, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE TO THE OTHER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT OR OTHERWISE, FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES, AND AGGREGATE DAMAGES IN CONNECTION WITH THIS AGREEMENT FOR EITHER PARTY (EXCLUDING THE OBLIGATION TO PAY THE FEES REQUIRED HEREUNDER) SHALL NOT EXCEED THE GREATER OF THE TOTAL FEES PAYABLE TO APPRAISER UNDER THIS AGREEMENT OR TEN THOUSAND DOLLARS (\$10,000). THIS LIABILITY LIMITATION SHALL NOT

APPLY IN THE EVENT OF A FINAL FINDING BY AN ARBITRATOR OR A COURT OF COMPETENT JURISDICTION THAT SUCH LIABILITY IS THE RESULT OF A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

16. Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (ii) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of an Appraisal Report by such party extend any right to the party to use and rely on such report, and Appraiser shall have no liability for such unauthorized use and reliance on any Appraisal Report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.
17. Furthermore, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the appraisal or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any Damages claimed by any user or recipient of the Appraisal Report, whether or not an Intended User, (iii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure to state a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iv) an actual or alleged violation of applicable law by an Intended User (including, without limitation, securities laws) or the negligent or intentional acts or omissions of an Intended User (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of Appraiser (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.
18. Time Period for Legal Action. Unless the time period is shorter under applicable law, except in connection with paragraphs 16 and 17 above, Appraiser and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Appraisal Report, (b) any services or appraisals under this Agreement or (c) any acts or conduct relating to such services or appraisals, shall be filed within two (2) years from the date of delivery to Client of the Appraisal Report to which the claims or causes of action in the legal action or lawsuit relate. The time period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

# Proposal and Contract for Services

## SPECIFIC PROPERTY DATA REQUEST

In order to complete this assignment under the terms outlined, CBRE, Inc., Valuation & Advisory Services, will require the following specific information for the property:

1. PLEASE NOTIFY US IMMEDIATELY IF ANY OTHER CBRE SERVICE LINE (INCLUDING CAPSTONE) IS INVOLVED IN THE BROKERAGE, FINANCING, INVESTMENT OR MANAGEMENT OF THIS ASSET.
2. Current title report and title holder name
3. Legal description
4. Survey and/or plat map
5. Site plan for proposed or entitled development, if applicable
6. Current county property tax assessment or tax bill
7. Details on any sale, contract, or listing of the property within the past three years
8. Engineering studies, soil tests or environmental assessments
9. Ground lease, if applicable
10. Planning/Zoning application or approval, if applicable
11. Any previous market/demand studies or appraisals
12. Any other information that might be helpful in valuing this property

If any of the requested data and information is not available, CBRE, Inc., reserves the right to extend the delivery date by the amount of time it takes to receive the requested information or make other arrangements. Please have the requested information delivered to the following:

Scott Mausbach, MAI  
Vice President  
scott.mausbach@cbre.com  
CBRE, Inc.  
Valuation & Advisory Services  
11213 Davenport Street, Suite 300  
Omaha, NE 68154

Addendum D

**QUALIFICATIONS**

# Scott Mausbach, MAI

Vice President, Omaha



T +1 402 504 1406  
 F +1 402 697 5859  
 scott.mausbach@cbre.com

11213 Davenport Street  
 Suite 300  
 Omaha, NE 68154

Scott Mausbach is a Vice President with over 10 years of real estate appraisal and consulting experience. He is in the Valuation & Advisory Services group's Omaha office in the Midwest Region. Prior to joining CBRE in 2017, Mr. Mausbach was an Associate Appraiser in the Kansas City area. His geographical focus is the States of Iowa, Nebraska, and South Dakota.

## Experience

As a Vice President, Mr. Mausbach has performed a variety of appraisals throughout the middle portion of the United States. He also has experience providing consultations and litigation support. His clients include financial institutions, developers, individual and corporate property owners, special servicers, attorneys, city and county governments and state agencies. His appraisal experience encompasses a wide variety of property types including office, retail, industrial, multifamily residential, senior housing, hotels, net-leased investments, medical office buildings, restaurants, residential and commercial subdivisions, and other special purpose properties.

## Clients Represented

- American National Bank
- Citizens Bank
- Cobalt Credit Union
- Core Bank
- Cornerstone Bank
- Cornhusker Bank
- Dundee Bank
- Enterprise Bank
- Exchange Bank
- First Bank & Trust
- First National Bank of Omaha
- Grandbridge
- Great Southern Bank
- Great Western Bank
- NorthMarq
- Pinnacle Bank
- Premier Bank
- Security First Bank
- Union Bank & Trust
- University of Nebraska Medical Center
- Veridian Credit Union
- West Gate Bank

## Professional Affiliations / Accreditations

- Appraisal Institute
  - MAI Designated Member
- Certified General Real Estate Appraiser
  - State of Iowa
  - State of Nebraska
  - State of South Dakota
  - State of Kansas
  - State of Missouri
  - State of Minnesota
  - State of Wyoming

## Education

- University of Missouri-Kansas City – Bachelor of Business & Administration – Real Estate Emphasis

# State of Nebraska Real Property Appraiser Board



Hereby certifies that: SCOTT L MAUSBACH

CBRE VALUATION & ADVISORY SERVICES  
11213 DAVENPORT ST STE 300  
OMAHA, NE 68154-2604

Is credentialed in the State of Nebraska as a:

Certified General Real Property Appraiser

Holding credential number: CG2014019R

Effective Date: Jan 01, 2022      Expiration Date: Dec 31, 2023

Nebraska Real Property Appraiser Board Director:

A handwritten signature in black ink, reading "Tyler N. Kohz", is written over a horizontal line.

All address changes, business or residence, must be reported to the Real Property Appraiser Board immediately.

This Credentialing Card is proof that such person is credentialed under the Real Property Appraiser Act unless credential has been canceled, surrendered, suspended, or revoked.

Nebraska Real Property Appraiser Board  
301 Centennial Mall South, First Floor PO Box 94963  
Lincoln, Nebraska 68509-4963  
Phone: 402-471-9015 Fax: 402-471-9017 <https://appraiser.ne.gov/>

Administrative Identification Number: 9648-2022

Registration Fee Paid: \$550.00

Random Fingerprint Audit Program Fee Paid: \$10.00

Federal Registry Fee Paid: \$80.00

# Megan Kathol

Senior Valuation Associate, Omaha



T +1 402 557 6018  
 F +1 402 697 5859  
 megan.kathol@cbre.com

11213 Davenport St. Suite 300  
 Omaha, NE 68154

Megan Kathol is a Senior Valuation Associate within the Omaha office in the Midwest Region. Ms. Kathol joined CBRE Valuation & Advisory Services Group in February 2014. Prior to joining CBRE, Megan was a real estate manager with CBRE|MEGA in Omaha, Nebraska. In addition, Ms. Kathol worked as both a title analyst for a local title company and as an intern with a commercial and residential appraisal firm. Her geographical focus is the States of Nebraska, Iowa, and South Dakota.

## Experience

Ms. Kathol is a Registered Real Estate Appraiser (Trainee) with over ten years of real estate experience. Megan has provided appraisal and consulting services for a variety of investment grade commercial real estate products for financing, acquisition/disposition, property tax appeal, litigation support and asset evaluation.

Ms. Kathol provides appraisal and consulting services for a variety of property types including Multi-Family, Retail, Office, Medical Office, Industrial, Land Development, and Mixed-Use Properties.

## Clients Represented

- American National Bank
- Citizens Bank
- Cobalt Credit Union
- Core Bank
- Cornerstone Bank
- Cornhusker Bank
- Dundee Bank
- Enterprise Bank
- Exchange Bank
- First Bank & Trust
- First National Bank of Omaha
- Grandbridge
- Great Southern Bank
- Great Western Bank
- Mutual of Omaha Bank
- NorthMarq
- Pinnacle Bank
- Premier Bank
- Security First Bank
- Union Bank & Trust
- Veridian Credit Union
- West Gate Bank

## Professional Affiliations / Accreditations

- Registered Real Estate Appraiser (Trainee)
  - State of Nebraska—No. T2014022
- Licensed Real Estate Salesperson
  - State of Nebraska—No. 20080065
  - State of Iowa—No. S61121000

## Education

- University of Nebraska – Bachelor of Science; Real Estate and Land Use Economics, Magna Cum Laude

# State of Nebraska Real Property Appraiser Board



Hereby certifies that: MEGAN J KATHOL

CBRE VALUATION & ADVISORY SERVICES  
11213 DAVENPORT ST STE 300  
OMAHA, NE 68154-2604

Is credentialed in the State of Nebraska as a:

Trainee Real Property Appraiser

Holding credential number: T2014022

Issued on: Jan 01, 2021

Set to expire on: Dec 31, 2022

Nebraska Real Property Appraiser Board Director:

A handwritten signature in black ink, reading "Tyler N. Kohz", is written over a horizontal line.

All address changes, business or residence, must be reported to the Real Property Appraiser Board immediately.

This Credentialing Card is proof that such person is credentialed under the Real Property Appraiser Act unless credential has been canceled, surrendered, suspended, or revoked.

Nebraska Real Property Appraiser Board  
301 Centennial Mall South, First Floor PO Box 94963  
Lincoln, Nebraska 68509-4963  
Phone: 402-471-9015 Fax: 402-471-9017 <https://appraiser.ne.gov/>

Administrative Identification Number: 9183-2021

Registration Fee Paid: \$0.00

Random Fingerprint Audit Program Fee Paid: \$10.00

Federal Registry Fee Paid: \$0.00



1102 Galvin Road South  
Bellevue, Nebraska 68005  
Phone: 402.898.3000  
Fax: 402-291-8729

March 14, 2022

City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

RE: March 15<sup>th</sup>, 2022, City Council Agenda Item 16.b,  
Release of LB840 Funds

Dear Mayor Hike and Members of the City Council:

On behalf of the Greater Bellevue Area Chamber of Commerce, I am writing in support of the City Administrator and Community Development Director's request for the release of LB 840 funds, for the purchase of land located within the Hwy 34 Corridor District.

This purchase would allow for much needed and requested development for the City of Bellevue. For many years our community has waited for the LB 840 funds to be used for their intended purposes, and the Chamber supports the intent of the current City Administration to use the funds to bring growth both physically and through employment to the area. The potential for proposed projects for this land would again put Bellevue on the map as a center for certain industries.

On behalf of the Chamber, I respectfully ask that you approve the release of the LB 840 funds to cover the costs associated with purchasing the land, including costs related to closing.

Respectfully,

A handwritten signature in blue ink that reads "Michelle Y. Andahl". The signature is written in a cursive, flowing style.

Michelle Y. Andahl, President & CEO  
Greater Bellevue Area Chamber of Commerce

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
3/15/2022

COUNCIL MEETING DATE: 03/15/2022		SUBMITTED BY: City Administrator		Community Development Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Purchase Agreement for property located on the Northeast corner of Hwy 75 and Hwy 34 in the ETJ of the City of Bellevue for LB840 purposes.

SYNOPSIS/BACKGROUND:

The City of Bellevue desires to purchase property (Parcel 011040599) located on the Northeast corner of Hwy 75 and Hwy 34 in the ETJ of the City, which is in the LB840 area for the City. The City desires to purchase the property and use the property for LB840 purposes as further allowed and identified under the City's Economic Development Program. The parcel consists of approximately 43.33 acres and will be purchased for \$73,000 per acre. The Purchase Agreement and approval is for the purchase of the property, plus any applicable escrow fees, closing costs, surveys, appraisals, or other fees associated with the closing of the property. The funds will be used from the LB840 Economic Development Fund.

FISCAL IMPACT: \$3,163,090 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:	PROJECT REACH		ACCOUNT NUMBER:		

RECOMMENDATION:

Approve and authorize the Mayor to sign the Purchase Agreement.

ATTACHMENTS:

1. Purchase Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Breyer-Roberts*  
*[Signature]*  
*[Signature]*

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is made effective as of \_\_\_\_\_, 2022 (“Effective Date”), by and between MARY JAYNE THROENER, Trustee for Frederick G. Hyda Trust, KATHLEEN CHERNEY, Trustee for Betty Ann Divoky Revocable Trust, KATHRYN WOODLE, Trustee for the Kathryn Woodle Revocable Trust, MARY LOU MUFF, Trustee for the Mary Lou Muff Revocable Trust, DIANE ANDERSON, an individual, and GARY HANSEN, an individual (“Seller”) a Nebraska Limited Liability Partnership, or its assigns and **CITY OF BELLEVUE**, a municipal corporation (“Buyer”).

Seller is the owner of certain real property located on the Northeast corner of Hwy 75 and Hwy 34 in the extraterritorial jurisdiction of Bellevue, Sarpy County, Nebraska, which is known as Parcel Number 011040599, consisting of approximately 43.33 acres, which property is described and/or depicted on Exhibit "A" attached hereto and made a part hereof (the “Property”). The parties agree that should any survey or appraisal identify a different acreage number, that number shall be the final number utilized.

### 1. PURCHASE

Seller agrees to sell, and Buyer agrees to purchase from Seller the Property, together with all improvements thereon, and licenses, permits, appurtenant rights, privileges and easements, including, without limitation, the right to any and all utility easements, including but not limited to easements for storm water drainage, water, sanitary sewer, electrical, natural gas or telephone service and all plans, specifications, approvals and permits relating to the Property. Seller will provide Buyer with a 1099-S within fifteen (15) business days of the parties signing this Agreement.

### 2. PURCHASE PRICE

Buyer shall pay at Closing (hereinafter defined) as the purchase price for the Property an amount equal to seventy-three thousand dollars (\$73,000.00) per acre (“Purchase Price”). The parties understand that pursuant to statute, Buyer is obligated to conduct an appraisal on said Property and should the appraisal identify a lower price per acre, the parties reserve the right to further negotiate the purchase price if necessary to effectuate funding and closing.

### 3. DEPOSIT IN ESCROW

The parties mutually agree that no Earnest Deposit shall be required.

### 4. ESCROW AGENT

Buyer and Seller acknowledge and agree that the closing of the sale shall be managed by Ambassador Title Service, located at 331 Village Pointe Plz Ste 102 in Omaha, Nebraska, (“Escrow Agent”). Escrow Agent’s charge for the escrow closing shall be equally divided between Buyer and Seller. This Agreement shall constitute escrow instructions. The Escrow Agent may attach hereto its usual conditions of acceptance of escrow which shall be controlling insofar as

they do not conflict with the terms of this Agreement. Buyer may, at any time upon notice delivered to Seller, elect to use a different Escrow Agent for purposes of this Agreement, in which event Buyer and Seller shall enter into an amendment to this Agreement indicating the new Escrow Agent. In the event Seller, or any of its partners, elects to engage in an IRC 1031 exchange, Seller, including any of its partners may be utilizing Asset Preservation, Inc., 1420 Rocky Ridge Dr., Ste. 380, Roseville, CA 95661, as the IRC 1031 tax-deferred exchange accommodator. In the event Seller, or any of its partners elects to engage in such exchange, Buyer consents thereto and will cooperate with Seller and Asset Preservation, Inc. in order to facilitate such exchange or exchanges. Any charges, costs, fees associated the IRC 1031 tax-deferred exchange shall be the responsibility of the Seller including any of its partners.

#### 5. DOCUMENT DELIVERY AND DUE DILIGENCE

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

Buyer shall have thirty (30) days from the date of the signing of this agreement ("Due Diligence Period") to inspect the Property, obtain financing or funding approval, and complete any engineering, surveys, soil assessments, environmental studies, and such other studies Buyer requires to determine if the Property is suitable for Buyer's purchase. Seller hereby gives Buyer permission to enter the Property at reasonable times to perform such studies and engineering. If Buyer, in Buyer's sole discretion, determines the Properties or agreements are unsuitable, Buyer may terminate this Agreement by giving written notice to the Escrow Agent prior to the expiration of the Due Diligence Period. Buyer agrees to defend and hold harmless the Seller in the event of liability or damages as a result of Buyer's inspections or due diligence. At the completion of the Due Diligence Period, Buyer shall return the Properties to their original condition. Buyer shall also indemnify and hold the Seller harmless from any costs, damages, claims, lawsuits caused by any such inspections or entry onto the Properties.

Buyer and Seller acknowledge that this Agreement (and the parties' obligations hereunder) are contingent on the successful completion and approval of the use of funding under the Bellevue Nebraska Economic Development Program for the City. If Economic Development Program funding is not approved by the City for the purchase of said Property, than this Agreement shall be deemed automatically terminated.

#### 6. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents, warrants and covenants with Buyer as follows: (a) Seller is not aware of being in violation of any ordinance, statute, rule or regulation with respect to the Property;

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

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

## 7. CONVEYANCE OF TITLE

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

8. TITLE EVIDENCE

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

9. POSSESSION

Buyer shall be given exclusive possession of the Property upon transfer of title. Any existing lease on the property, if any, shall be deemed automatically terminated as of the Closing.

10. TAX PRORATION

Real estate taxes that become delinquent in the year of Closing shall be treated as though current and shall be prorated as of the date of transfer based on the County Treasurer's tax duplicate and tax rate at such date. Seller shall pay at Closing (or credit Buyer, to the extent not yet due and payable at Closing) all reassessed assessments and/or respread taxes upon the Property and all additional or "recaptured" or "rollback" taxes payable by reason of loss of any tax exemption, reduction or abatement, including any agricultural recoupment.

11. CLOSING

Provided the Closing Condition (defined herein) is satisfied, this transaction shall be closed within sixty (60) days after signing this Agreement, unless otherwise extended by agreement of the parties ("Closing") and all funds and documents required hereunder shall be deposited in escrow at Closing. The Escrow Agent shall close this transaction when it has in its possession and

available for recording and subsequent delivery to Buyer the Deed, and is prepared to issue the Title Policy, with standard exceptions omitted, in the amount of the Purchase Price and when it has in its possession and available for delivery to Seller the Purchase Price less the charges set forth below. As used herein, "Closing Condition" means there are no general moratorium or similar restrictions imposed by any governmental authority or utility supplier with respect to the issuance of building permits for the Project, or sanitary sewer, water or electricity connections with respect thereto, or any other item necessary for construction. The Closing Condition may be waived by Buyer in writing prior to or at Closing.

12. CHARGES IN ESCROW

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

13. RISK OF LOSS

Any risk of loss to the Property shall be borne by the Seller until title has been conveyed to the Buyer. In the event, prior to closing, the structures on the Property or the Property itself is damaged by fire, explosion or any other cause, Buyer shall have the right to rescind this agreement.

14. BROKER'S COMMISSION

Buyer and Seller each warrants and represents that no real estate brokers are entitled to a commission in this transaction.

15. SURVIVAL OF REPRESENTATIONS

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

16. DEFAULT

If Seller fails to perform any of Seller's obligations under this Agreement and such failure shall continue for a period of thirty (30) days after notice from Buyer, Buyer may automatically terminate this Agreement and Seller shall pay for any escrow and/or title fees and both parties shall be relieved of all further liability hereunder, or Buyer may bring suit for damages, specific performance or equitable relief against Seller. If Buyer fails to perform any of Buyer's obligations under this Agreement and such failure continues for a period of thirty (30) days after notice from Seller, then Seller may, as Seller's sole and exclusive remedy, terminate this Agreement.

17. NOTICE

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

**If to Buyer:**

City of Bellevue  
Jim Ristow  
Jim.Ristow@bellevue.net

with a copy to:

Mark Elbert  
Mark.Elbert@bellevue.net

**If to Seller:**

Diane Anderson  
6217 S. 102<sup>nd</sup> Street  
Omaha, NE 68127

Mark Woodle  
woodle@cox.net

with a copy to:

Duncan A. Young, Esq.  
Young & White Law Office  
8742 Frederick Street  
Omaha, NE 68124  
dyoung@youngandwhite.com

18. COMPUTING ANY TIME PERIOD.

Wherever this Agreement requires that something be done within a specified period of days, the period shall (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires and (d) unless otherwise specified in this Agreement shall be construed to mean calendar days, provided, that if the final day of the period falls on a Saturday or Sunday or legal holiday (limited to the day set aside by statute for observing New Year's Day, Martin Luther King

Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, or Christmas Day), it shall be extended to first business day thereafter. Time is of the essence for purposes of this Agreement.

## 19. MISCELLANEOUS

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

Buyer is aware that Seller, including any of its partners may elect to perform an IRC Section 1031 tax-deferred exchange. Seller requests Buyer's cooperation in such exchange and agrees to hold Buyer harmless from any and all claims, costs, liabilities, or delays in time resulting from such an exchange. Buyer agrees and consents to an assignment of this Agreement to a qualified intermediary by the Seller.

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

By: \_\_\_\_\_  
Mary Jayne Throener, Trustee  
for Frederick G. Hyda Trust

By: \_\_\_\_\_  
Kathleen Cherney, Trustee for  
Betty Ann Divoky Revocable Trust

By: \_\_\_\_\_  
Kathryn Woodle, Trustee for the  
Kathryn Woodle Revocable Trust

By: \_\_\_\_\_  
Mary Lou Muff, Trustee for the  
Mary Lou, Muff Revocable Trust

By: \_\_\_\_\_  
Diane Anderson, an individual

By: \_\_\_\_\_  
Gary Hansen, an individual

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by MARY JAYNE THROENER, Trustee for Frederick G. Hyda Trust.

Witness my hand and Notary Seal this \_\_\_\_ day of \_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by KATHLEEN CHERNEY, Trustee for Betty Ann Divoky Trust.

Witness my hand and Notary Seal this \_\_\_ day of \_\_\_ 2022.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by KATHRYN WOODLE, Trustee for Kathryn Woodle Revocable Trust.

Witness my hand and Notary Seal this \_\_\_ day of \_\_\_ 2022.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by MARY LOU MUFF, Trustee for the Mary Lou Muff Revocable Trust.

Witness my hand and Notary Seal this \_\_\_ day of \_\_\_ 2022.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by DIANE ANDERSON, an individual.

Witness my hand and Notary Seal this \_\_\_ day of \_\_\_ 2022.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by GARY HANSEN, an individual.

\_\_\_\_\_  
Notary Public

**BUYER: CITY OF BELLEVUE**

By: \_\_\_\_\_  
Mayor, Rusty Hike

ATTEST: \_\_\_\_\_  
City Clerk

STATE OF \_\_\_\_\_ )  
  ); SS.  
COUNTY OF \_\_\_\_\_ )

The undersigned, a notary public qualified in and for said county, does hereby certify that \_\_\_\_\_, whose name is signed to the foregoing instrument above and who is known to me and known to be such individual, acknowledged before me on this day and he/she in their respective capacities executed and delivered said instrument as his/her voluntary act and deed and voluntary act and deed of such LLP.

WITNESS my hand and official seal.

SEAL:

Signature: \_\_\_\_\_

Please Return To:  
Young & White Law Office  
8742 Frederick Street  
Omaha, Nebraska 68124

**Exhibit "A"**

**Property**

Legal Description: Part of Tax Lots 14A and 14B, 23-13-13, lying North of Highway 34 ROW and East of Highway 75 ROW



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16d.  
3/15/2022

COUNCIL MEETING DATE: 03/15/2022	SUBMITTED BY: Doug Clark	Public Works Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Stonecroft Park Improvements

SYNOPSIS/BACKGROUND:

Approval of the low, responsive responsible bidder for the Stonecroft Park Improvements. The project includes base bid of \$181,365.09 and an alternate of \$35,738.80 for a total bid of \$217,103.89 to improve the driveway and parking lot at Stonecroft Park.

FISCAL IMPACT: \$238,814.28 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Stonecroft Park Improvements		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: YES
CIP PROJECT NAME: Stonecroft Park Parking Lot Improvements	CIP PROJECT NUMBER: PK 22(2)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE: CIPPK22(02)	ACCOUNT NUMBER: 10-11-7040	

RECOMMENDATION:

Approve the low bid from DPS, LLC. not to exceed \$217,103.89 plus potential City initiated Change Orders of up to 10% (\$21,710.39) for the Stonecroft Park Improvements and approve the Mayor to sign the contract.

ATTACHMENTS:

- |              |                     |            |
|--------------|---------------------|------------|
| 1. Bid Sheet | 2. Memo (Jim Shada) | 3. Contact |
| 4.           | 5.                  | 6.         |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Byler*  
*[Signature]*  
*[Signature]*





## City of Bellevue

### Public Works Administration

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

**MEMO TO:** Doug Clark, Public Works Director

**FROM:** Jim Shada, Deputy Director, Parks & Recreation

**DATE:** March 4, 2022

**SUBJECT:** Concurrence with Bid Award – BPW-211225  
Stonecroft Park Improvements

This is to indicate my concurrence with award of the bid for project number BPW-211225 (Stonecroft Park Improvements) to DPS, LLC in the amount of \$217,103.89. Bids were opened on March 2, 2022 and subsequently reviewed by Public Works Administration as well as the Parks Department.

  
\_\_\_\_\_  
Jim Shada, Deputy Director, Parks & Recreation

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 15<sup>th</sup> day of March 2022 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 DPS, 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 Stonecroft Park Improvements ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed **Two hundred seventeen thousand one hundred and three dollars and eighty-nine cents** Dollars (**\$217,103.89**) ("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

Attn: \_\_\_\_\_  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
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 Doug Clark, 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](http://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: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16e.  
3/15/2022

COUNCIL MEETING DATE: 03/15/2022	SUBMITTED BY: Doug Clark	Public Works Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Faulkland Park Improvements

SYNOPSIS/BACKGROUND:

The City of Bellevue issued a Request for Proposals for the Faulkland Park Improvements Project. Proposals from Creative Sites, LLC and American Playground were received by the City. The proposals were reviewed and ranked by a committee of four. Creative Sites, LLC received the highest ranking and is therefore recommended for the project.

FISCAL IMPACT: \$131,247.60 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Creative Sites, LLC INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Faulkland Park Improvements

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: ADA Park/Playground Improvements CIP PROJECT NUMBER: PK22(1)

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

ACCOUNTING DISTRIBUTION CODE: CIPPK22(01) ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Creative Sites, LLC not to exceed \$119,316.00 plus potential City initiated Change Orders of up to 10% (\$11,931.60) for for the Faulkland Park Improvements project.

ATTACHMENTS:

1. Quote 2. Memo (Jim Shada) 3. Contract

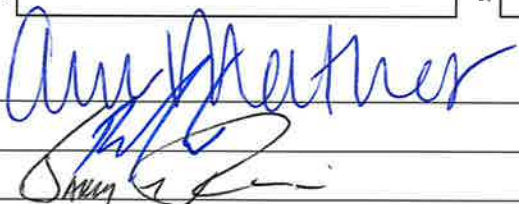
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# QUOTATION



**Creative Sites, LLC**  
11506 Pierce Street  
Omaha, Ne 68144  
402-614-4606

**DATE:** February 27, 2022

**Customer:** City of Bellevue  
Attn: Jim Shada  
8700 S 48<sup>th</sup> Street  
Bellevue, NE 68147

**Project:** Faulkland Heights Park Playground Improvements

**BCI Burke Playground Equipment:**

NUIN Play Structure	
Single Post Swing w/ 2 Belt, 1 Freedom and 1 Tot Seat	
Comet	\$ 51,191.00
Freight	\$ 3,950.00
Equipment Total	\$ 55,141.00
<u>Installation:</u>	\$ 9,850.00

Playground Total \$ 64,991 .00

**Coverworx Shelter:**

Steelworx Gable Shelter GA-2040-SW	\$ 27,365.00
Freight	\$ 4,950.00
Engineered Drawings and Calcs	\$ 850.00
Installation	\$ 18,352.00

Shelter Total \$ 51,517.00

Performance Bond \$ 2,808.00

Project Total \$ 119,316.00

**\*\*Delivery is 4 weeks ARO for Playground Equipment and 22 weeks ARO for Shelter.**

**\*\*You can choose any colors.**

**\*\*Net 30.**

**\*\*This quotation is good for 60 days.**

**\*\*Maintenance and Supervision kits will be sent directly to the City of Bellevue before the equipment arrives.**

**\*\*Creative Sites was founded by Julie Kutilek in April 2008 representing BCI Burke Company. She was originally in the playground industry from 1991-1997, then took some time to raise her family before founding Creative Sites.**

**She is experienced in the planning and design of similar projects. You can reach her anytime if you have concerns or questions regarding your project. The support services through BCI Burke are also excellent. BCI Burke's customer service is very experienced and is always easy to reach. They are known for their complete, on time and correct deliveries. They are located in Fond Du Lac, Wisconsin.**

**\*\*Dostals Construction is doing the subcontracting work portion of this project (30%) and are located in Gretna, NE. Dostals are certified BCI Burke equipment installers.**

**Creative Sites Municipal References:**

**Hastings Parks and Recreation  
220 N Hastings  
Hastings, NE 68902  
Jeff Hassenstab  
402-461-2309  
2 Projects, one 2014 and one 2015 \$ 120k Total**

**City of Gretna  
204 North McKenna Ave  
Gretna, NE 68028  
Tammy Tisdall  
402-332-3336  
2017 \$100k Total  
2018 \$150k Total (being installed 5/2018)**

**City of York  
100 East 4<sup>th</sup> Street  
York, NE 68467  
Cheree Turner/Paula Christensen  
402-363-2600  
2014 \$ 76,000**

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**Julie Kutilek, Creative Sites**

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**Accepted By**



## City of Bellevue

Public Works Administration

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

**MEMO TO:** Doug Clark, Public Works Director

**FROM:** Jim Shada, Deputy Director, Parks & Recreation

**DATE:** March 4, 2022

**SUBJECT:** Concurrence with Acceptance of Proposal – BPW-220108  
Faulkland Park Improvements

This is to indicate my concurrence with acceptance of the proposal submitted by Creative Sites, LLC for project number BPW-220108 (Faulkland Park Improvements). Creative Sites, LLC was the highest rated firm following evaluation of proposals. The contract will be in an amount not to exceed \$119,316.00. Proposals were received on March 2, 2022 and subsequently reviewed and scored by Public Works Administration and Parks Department personnel on March 3, 2022.

Jim Shada, Deputy Director, Parks & Recreation

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 15<sup>th</sup> day of March 2022 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 Creative Sites, 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 Faulkland Park Improvements ("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 **One hundred nine-teen thousand three hundred and sixteen dollars and no cents Dollars (\$ 119,316.00)** ("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

Attn: \_\_\_\_\_  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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 Doug Clark, 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](http://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: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16f.  
3/15/2021

COUNCIL MEETING DATE: 03/15/2022		SUBMITTED BY: Doug Clark		Public Works Director	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Construction Engineering Services- 2022 Concrete Projects (BPW-220104)

SYNOPSIS/BACKGROUND:

Alfred Benesch & Company will provide construction engineering services for the City of Bellevue's 2022 Concrete Projects.

FISCAL IMPACT: \$106,970.00      BUDGETED FUNDS?: YES      GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES      COUNTER-PARTY: Alfred Benesch & Company      INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: BPW-220104 2022 Concrete Projects On-Call Professional Services

CONTRACT EFFECTIVE DATE:      CONTRACT TERM:      CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: 2022 Reconstruction Projects      CIP PROJECT NUMBER: ST 22(4)

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

ACCOUNTING DISTRIBUTION CODE: CIPST22(04)      ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Company in the amount not to exceed \$106,970.00 for Construction Engineering Services for the City of Bellevue's 2022 Concrete Projects.

ATTACHMENTS:

1. Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Alfred Benesch & Company*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_



Alfred Benesch & Company  
4530 Maass Road, Suite 240  
Bellevue, NE 68133  
www.benesch.com  
P 402-333-5792

March 7, 2022

Mr. Dean Dunn, PE  
Manager of Engineer Services  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: BPW-220104 2022 Concrete Projects On-call Professional Services

Dear Mr. Dunn:

Alfred Benesch & Co. appreciates the opportunity to propose to provide on-call professional services to assist the City with your upcoming 2022 Concrete Projects. We have several decades of providing similar services to local agencies in Eastern Nebraska including several in the metro area. We propose to provide assistant project management, contractor quality control testing coordination, quality assurance materials testing services, and assist with construction observation as requested by the City. We have several experienced and certified personnel on staff with all the qualifications needed to support the City in any facet of the project. Since the 2010 construction season, Benesch's Omaha office has provided similar services on multiple projects in the metro area and received high performance ratings from our clients.

Our project team will be led by Brandon Schmit, PE with senior oversight by Jeff Sockel, PE. Brandon has 6 years of experience in concrete construction inspection and testing. Supporting Brandon will be our staff of nearly 20 certified concrete inspectors and/or testing technicians based out of our Bellevue office, Omaha office, and NDOT certified Omaha testing facility.

We propose to provide the following services:

- Provide 1 construction observer to monitoring concrete operations during the allotted project duration when requested by the City (assume 823 hours),
- Perform quality assurance testing on concrete construction (assume 30 sets of concrete tests),
- Assist with preparation of project closeout documentation (assuming 40 hours), and
- Assist the City with project administration duties as needed (assume 79 hours).

All services provided will be determined and performed solely at the discretion and direction of the City.

Based on the as-bid project size, contract specified construction days, and anticipated services from previous discussions with City staff, we estimate 131 days of construction work requiring up to 645 hours to perform the hourly services anticipated. We propose to provide these services for a Not-to-Exceed fee of \$106,970.00. Our services will be performed using our

established construction services fee schedule that provides for hourly rates for such services and unit rates for construction materials testing. We will monitor requested services relative to the estimated fee limits and notify the City in advance of any requests that may result in exceeding the fee limit identified herein.

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. 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 this proposal is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,



Jeffery A. Sockel, PE  
Senior Vice President/Omaha Division Manager

## Professional Services for the 2022 Concrete Projects

Bellevue BPW-220104  
City of Bellevue Public Works Department

### Fee Estimate

<u>Personnel Classification</u>	<u>Rate</u> <u>\$/Hour</u>	<u>Est.</u> <u>Hours</u>	<u>Estimated</u> <u>Cost</u>
E1 - Professional Engineer (Consultant or Principal)	\$ 243.00	13	\$3,159.00
E3b - Project Coordinator I, Construction Representative II	\$ 118.00	66	\$7,788.00
E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	\$ 91.00	873	<u>\$79,443.00</u>
<b>Subtotal Direct Labor Costs</b>			<b>\$90,390.00</b>
<b>Direct Nonsalary Costs</b>			
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges			\$800.00
Vehicle Mileage @ \$0.75/mi			\$3,000.00
Construction Materials Testing Trip Charge @ \$91/Trip			\$5,460.00
Concrete Unit Rate Testing			<u>\$7,320.00</u>
<b>Subtotal Direct Expense Costs</b>			<b>\$16,580.00</b>
<b>Total Estimated Not to Exceed Fee</b>			<b>\$106,970.00</b>

**Professional Services for the 2022 Concrete Projects**

Bellevue BPW-220104  
 City of Bellevue Public Works Department

**Project Summary**

Task	Personnel Services						Reimbursables				Estimated Fee	
	E1 - Professional Engineer (Consultant or Principal)	E3 - Project Scientist I, Project Engineer I, Land Surveyor (RLS)	E3b - Project Coordinator I, Construction Representative II	E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ \$0.75/mi	Construction Materials Testing Trip Charge @ \$91/Trip	Concrete Unit Rate Testing		Subtotal
Task 1 Project Management & Meetings	13	0	66	0	79	\$ 10,947.00	\$ 100	\$ 300	\$ -	\$ -	\$ 400	\$ 11,347.00
Task 2 Construction Observation	0	0	0	823	823	\$ 74,893.00	\$ 700	\$ 2,550	\$ -	\$ -	\$ 3,250	\$ 78,143.00
Task 3 Materials Sampling & Testing	0	0	0	10	10	\$ 910.00	\$ -	\$ -	\$ 5,460	\$ 7,320	\$ 12,780	\$ 13,690.00
Task 4 Construction Staking	0	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 Project Closeout	0	0	0	40	40	\$ 3,640.00	\$ -	\$ 150	\$ -	\$ -	\$ 150	\$ 3,790.00
Subtotal	13	0	66	873	952		\$ 800	\$ 3,000	\$ 5,460	\$ 7,320		
<b>Project Subtotal</b>	<b>\$ 90,390.00</b>						<b>\$ 16,580</b>				<b>\$ 106,970.00</b>	



**CONSULTING SERVICES AGREEMENT**

CLIENT	City of Bellevue	Project Name	2022 Concrete Projects Professional
Address	1510 Wall Street	Services	
	Bellevue, NE		
		Project Location	Bellevue, NE
Telephone	402-293-3144		
Client Contact	Dean Dunn, PE	Consultant PM	Jeff Sockel, PE
Client Job No.		Consultant Job No.	00120773.00

This Agreement is made by and between City of Bellevue, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

See Attached cover letter, scope and fee estimate dated 3/7/22

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
- Attachment B: Schedule of Unit Rates
- Attachment C: Fee Estimate

or

- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$\_\_\_\_\_.
- By Time and Materials: \$106,970.00.
- By Other Payment Method (See Attachment \_\_\_\_\_): \$\_\_\_\_\_.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

**CLIENT**

**ALFRED BENESCH & COMPANY**

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

BY: Jeffery A. Sockel  
AUTHORIZED REPRESENTATIVE

PRINT NAME: Mavor Rusty Hike

PRINT NAME: Jeffery A. Sockel, PE

TITLE: Mavor

TITLE: Sr Vice President

DATE: \_\_\_\_\_, 20\_\_

DATE: March 7, 2022

BENESCH OFFICE: Bellevue

ADDRESS: 4530 Maass Rd

Bellevue, NE 68133

**PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).**



## STANDARD TERMS AND CONDITIONS

### SECTION 1 – Services by Consultant

#### 1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

#### 1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

### SECTION 2 – Payments to Consultant

#### 2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

##### 2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

**2.4.4** If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

## **SECTION 3 - Term of Agreement**

### **3.1 Term**

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

### **3.2 Abandonment of Work**

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

### **3.3 Termination of Agreement**

#### **3.3.1 Termination with Cause**

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

#### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

## **SECTION 4 - General Considerations**

### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

#### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

#### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

### **6.6 Equal Opportunity**

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

### **6.7 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

### **6.8 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

## SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

*Supplemental Condition is incorporated herein when the applicable box is checked.*

**S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

**S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

**S.3 Disposition of Samples and Equipment**

**S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

**S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16g.  
3/15/2021

COUNCIL MEETING DATE: 03/15/2022	SUBMITTED BY: Doug Clark	Public Works Director
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Construction Engineering Services - Gregg Road Improvements Project (BPW-171101)

SYNOPSIS/BACKGROUND:

Alfred Benesch & Company will provide construction engineering services for the City of Bellevue's Gregg Road Improvements Project.

FISCAL IMPACT: \$81,441.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Alfred Benesch & Company INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: BPW-171101 Gregg Road Professional Construction Engineering Services

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: 2022 Reconstruction Projects CIP PROJECT NUMBER: ST 22(4)

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

ACCOUNTING DISTRIBUTION CODE: CIPST22(04) ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement between the City of Bellevue and Alfred Benesch & Company in the amount not to exceed \$81,441.00 for Construction Engineering Services for the City of Bellevue's Gregg Road Improvements Project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Handwritten signatures]*



Alfred Benesch & Company  
4530 Maass Road, Suite 240  
Bellevue, NE 68133  
www.benesch.com  
P 402-333-5792

March 7, 2022

Mr. Dean Dunn, PE  
Manager of Engineer Services  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: BPW-171101 Gregg Road Professional Construction Engineering Services

Dear Mr. Dunn:

Alfred Benesch & Co. appreciates the opportunity to propose to provide complete construction administration services to assist the City with your upcoming Gregg Road Improvements project. We have several decades of providing similar services to local agencies in Eastern Nebraska including several in the metro area. We propose to provide project management, construction observation, materials testing services, and project closeout documentation services. We have several experienced and certified personnel on staff with all the qualifications needed to support the City in any facet of the project. Since the 2010 construction season, Benesch's Omaha office has provided similar services on multiple projects in the metro area and received high performance ratings from our clients.

Our project team will be led on-site and for project administration by Steven Rue, EI with senior oversight by Jeff Sockel, PE. Steve has 5 years of experience in concrete construction inspection and testing and has served in a similar role on recent projects in the metro-area. Supporting Steve will be our staff of nearly 20 certified concrete inspectors and/or testing technicians based out of our Bellevue office, Omaha office, and NDOT certified Omaha testing facility. Please see our attached detailed scope of services and associated fee estimate.

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. 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 this proposal is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,

A handwritten signature in black ink that reads "Jeffery A. Sockel".

Jeffery A. Sockel, PE  
Senior Vice President/Omaha Division Manager

ATTACHMENT

**Exhibit A  
SCOPE OF SERVICES  
FOR  
CONSTRUCTION ENGINEERING SERVICES  
FOR  
GREGG ROAD IMPROVEMENTS  
BELLEVUE, NEBRASKA**

Alfred Benesch & Company (Benesch) proposes to provide the following scope of services for providing construction engineering services for the above referenced project.

**Assumptions**

This scope of services and the associated professional fee are based upon the following assumptions:

- The project will start on or after April 4, 2022 and be substantially complete by September 17, 2022.
- Once work begins, all work will be completed within a maximum of 90 calendar days.
- A maximum of 4 total SWPPP inspections will be required on days when an observer is not required to be present.
- The total scope of services is limited those services requested that may be performed within the approved not to exceed fee unless additional fee is authorized.

**Project Management**

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the City; maintain project records; and perform other duties of the Project Manager consistent with local practices. The following identifies services included in this task:

- Provide management of project staffing, scheduling, invoicing, progress reports, and coordination with the City;
- Maintain detailed, current Project Records and provide copies to the City upon completion of the project or as otherwise requested during the project;
- Review Contractor's Construction Schedule;
- Coordinate with City regarding all project activities;
- Verify inspectors and lab personnel are maintaining appropriate daily work reports and all material records;
- Attend and facilitate project related meetings identified as the pre-construction meeting, bi-weekly progress meetings during construction, and the final project walk-through meeting;
- Consult or coordinate requests for information related to the project design; and
- Coordinate and oversee all project services provided by Benesch, including any subconsultants.

We assume there will be a total of up to 10 total project meetings.

### **Construction Observation**

Benesch shall observe and document the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the City, and inform the Contractor to correct such observed discrepancies.

Benesch' Resident Construction Observer will be present during all work performed for payment and will provide, perform, or otherwise coordinate the following duties and services:

- Collect and file all delivery tickets and material certifications
- Communicate and coordinate plan revisions and change orders with the City
- Maintain project field diaries, files, and records
- Measure and calculate quantities of pay items
- Monitor construction activities for compliance with permits (Wetlands 404, Flood Plain, NPDES, etc.) – assume 4 separate inspections not performed in conjunction with other construction observation activities
- Prepare a weekly report of working day report
- Prepare as-built plans
- Review change order or time extension request and forward to the City
- Review Contractor Pay Request and submit to the City
- Review critical path schedule prepared by the Contractor for appropriateness
- Review work zone traffic control devices daily to include weekly nighttime visual reflectivity checks
- Observe and document the performance of the work is in conformance with the plans and specifications
- Observe and document the suitability and acceptance of the material incorporated in the work
- Perform a final walk through inspection including preparation of a punch list and verification of the resolution of identified items

It is assumed there will be approximately 64 total days requiring a construction observer to be present for an average of up to 9 hours per day and only 1 construction observer will be required each day.

It is assumed the City shall provide any on-site fixture required to store or provide SWPPP information to interested parties if required.



**Materials Sampling and Testing**

Benesch will provide, perform, or otherwise coordinate material sampling and testing services in accordance with the Contract Documents for the following project activities:

- Grading – excavation and embankment construction
- Sewer Construction – structural backfill, cast in place construction
- Participate in Roadway Construction – cast in place construction, subgrade

**Construction Survey/Staking**

It is assumed construction staking and surveying services shall be performed by the Contractor and no other staking or surveying services will be requested of Benesch.

**Compensation**

Benesch shall be compensated for performing the identified services using our established construction services fee schedule that provides for hourly rates for such services and unit rates for construction materials testing. We will monitor requested services relative to the estimated fee limits and notify the City in advance of any requests that may result in exceeding the fee limit identified herein.

# Professional Services for the Gregg Road Improvements

Bellevue BPW-171101  
City of Bellevue Public Works Department

## Fee Estimate

<u>Personnel Classification</u>	<u>Rate</u> <u>\$/Hour</u>	<u>Est.</u> <u>Hours</u>	<u>Estimated</u> <u>Cost</u>
E1 - Professional Engineer (Consultant or Principal)	\$ 243.00	9	\$2,187.00
E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	\$ 102.00	683	\$69,666.00
E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	\$ 91.00	5	\$455.00
			<hr/> <hr/>
		<b>Subtotal Direct Labor Costs</b>	<b>\$72,308.00</b>
 <b>Direct Nonsalary Costs</b>			
Printing, Communication, Misc. Suppies/Expenses @ est. 1% of Labor Charges			\$700.00
Vehicle Mileage @ \$0.75/mi			\$2,100.00
Construction Materials Testing Trip Charge @ \$91/Trip			\$2,275.00
Soils Unit Rate Testing			\$1,618.00
Concrete Unit Rate Testing			\$2,440.00
			<hr/> <hr/>
		<b>Subtotal Direct Expense Costs</b>	<b>\$9,133.00</b>
		<b>Total Estimated Not to Exceed Fee</b>	<b>\$81,441.00</b>

**Professional Services for the Gregg Road**

Bellevue BPW-171101

City of Bellevue Public Works Department

**Project Summary**

Task	Personnel Services					Reimbursables					Estimated Fee	
	E1 - Professional Engineer (Consultant or Principal)	E4 - Sr Tech, Sr Project Inspector, Sr Env Tech	E5 - Engg Tech II, Project Inspector II, Env Tech II, Party Chief	Total Hours	Subtotal	Printing, Communication, Misc. Supplies/Expenses @ est. 1% of Labor Charges	Vehicle Mileage @ \$0.75/mi	Construction Materials Testing Trip Charge @ \$91/Trip	Soils Unit Rate Testing	Concrete Unit Rate Testing		Subtotal
Task 1 Project Management & Meetings	9	64	0	73	\$ 8,715.00	\$ 100	\$ 225	\$ -	\$ -	\$ -	\$ 325	\$ 9,040.00
Task 2 Construction Observation	0	579	0	579	\$ 59,058.00	\$ 600	\$ 1,725	\$ -	\$ -	\$ -	\$ 2,325	\$ 61,383.00
Task 3 Materials Sampling & Testing	0	0	5	5	\$ 455.00	\$ -	\$ -	\$ 2,275	\$ 1,618	\$ 2,440	\$ 6,333	\$ 6,788.00
Task 4 Construction Staking	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 Project Closeout	0	40	0	40	\$ 4,080.00	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ 150	\$ 4,230.00
Task 6 Not Used	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7 Not Used	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8 Not Used	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9 Not Used	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 10 Not Used	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 11 Not Used	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 12 Not Used	0	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal	9	683	5	697		\$ 700	\$ 2,100	\$ 2,275	\$ 1,618	\$ 2,440		
<b>Project Subtotal</b>					<b>\$ 72,308.00</b>					<b>\$ 9,133</b>		<b>\$ 81,441.00</b>



**CONSULTING SERVICES AGREEMENT**

CLIENT	City of Bellevue	Project Name	Gregg Rd Construction Engineering
Address	1510 Wall Street	Services	
	Bellevue, NE		
		Project Location	Bellevue, NE
Telephone	402-293-3144		
Client Contact	Dean Dunn, PE	Consultant PM	Jeff Sockel, PE
Client Job No.		Consultant Job No.	00120773.00

This Agreement is made by and between City of Bellevue, hereinafter called "Client," and Alfred Benesch & Company, hereinafter called "Consultant", for professional consulting services as specified herein. Consultant agrees to provide Client with requested consulting services more specifically described as follows (or shown in Attachment A):

See Attached cover letter, scope and fee estimate dated 3/7/22

The General Conditions and the following Attachments are hereby made a part of the Agreement:

- Attachment A: Scope of Services and Fee Estimate
  - Attachment B: Schedule of Unit Rates
  - Attachment C: Fee Estimate
- or
- Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this Agreement, Client acknowledges that it has read and fully understands this Agreement and all attachments thereto. Client further agrees to pay Consultant for services described herein upon receipt of invoice by Client for the Consultant's estimated fee as described below:

- By Lump Sum: \$\_\_\_\_\_.
- By Time and Materials: \$81,441.00.
- By Other Payment Method (See Attachment \_\_\_\_\_): \$\_\_\_\_\_.
- As shown on serially numbered Work Authorizations Using Exhibit A

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

<b>CLIENT</b>	<b>ALFRED BENESCH &amp; COMPANY</b>
BY: _____	BY: <u>Jeffery A. Sockel</u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: <u>Mayor Rusty Hike</u>	PRINT NAME: <u>Jeffery A. Sockel, PE</u>
TITLE: <u>Mayor</u>	TITLE: <u>Sr Vice President</u>
DATE: _____, 20____	DATE: <u>March 7</u> , 20 <u>22</u>
	BENESCH OFFICE: <u>Bellevue</u>
	ADDRESS: <u>4530 Maass Rd</u>
	<u>Bellevue, NE 68133</u>

**PLEASE SIGN AND RETURN ONE COPY TO ALFRED BENESCH & COMPANY (ADDRESS ABOVE).**



## STANDARD TERMS AND CONDITIONS

### SECTION 1 – Services by Consultant

#### 1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

#### 1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

### SECTION 2 – Payments to Consultant

#### 2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

#### 2.2 Payment for Personnel Services

##### 2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

##### 2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

##### 2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

#### 2.3 Payment for Direct Expenses

##### 2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

##### 2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

#### 2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

**2.4.4** If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

**2.4.5** The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

### **SECTION 3 - Term of Agreement**

#### **3.1 Term**

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

#### **3.2 Abandonment of Work**

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

#### **3.3 Termination of Agreement**

##### **3.3.1 Termination with Cause**

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

##### **3.3.2 Termination without Cause**

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

#### **3.4 Payment for Work Upon Abandonment or Agreement Termination**

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

### **SECTION 4 - General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

**4.1.2** While on the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

**4.2.2** Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

#### **4.3 Successors and Assigns**

**4.3.1** Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

**4.3.2** Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

**4.4.2** Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

**4.5.2** All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

#### **4.6 Consultant's Personnel at Project Site**

**4.6.1** The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

**4.6.2** To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

#### **4.7 Opinions of Cost, Financial Considerations, and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.8.1** If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

**4.8.2** In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.8.3** Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

### **SECTION 5 - Professional Responsibility**

#### **5.1 Performance of Services**

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

#### **5.2 Limitation of Liability**

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

#### **5.3 No Special or Consequential Damages**

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

#### **5.4 Indemnification**

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

#### **5.5 No Third Party Beneficiaries**

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION 6 - Miscellaneous Provisions**

### **6.1 Notices**

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

### **6.2 Joint Preparation**

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

### **6.3 Headings**

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

### **6.4 Severability**

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **6.5 Dispute Resolution**

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

### **6.6 Equal Opportunity**

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

### **6.7 Governing Law**

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

### **6.8 Entire Agreement**

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

**SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES**

*Supplemental Condition is incorporated herein when the applicable box is checked.*

**S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

**S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

**S.3 Disposition of Samples and Equipment**

**S.3.1 Disposition of Samples**

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

**S.3.2 Hazardous or Potentially Hazardous Samples and Materials**

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

**S.3.3 Contaminated Equipment**

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16h.  
3/15/2022

COUNCIL MEETING DATE: 03/15/2022		SUBMITTED BY: Doug Clark		Public Works Director
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Nebraska Department of Transportation Maintenance Agreement No. 5

SYNOPSIS/BACKGROUND:

Yearly renewal of the agreement between the City of Bellevue and Nebraska Department of Transportation for reimbursement in the amount of \$21,859.20 for Highway 370 maintenance covering the January 1, 2022 through December 31, 2022 time period with the option to renew one year at a time each January 1 thereafter for up to four additional years.

FISCAL IMPACT: \$21,859.20 (revenue) BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: Maintenance Agreement No. 5

CONTRACT EFFECTIVE DATE: 1-1-2022 CONTRACT TERM: 1 year CONTRACT END DATE: 12-31-2022

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: 10-15-4033

RECOMMENDATION:

City Council approve and authorize the Mayor to sign Maintenance Agreement No. 5 between the City of Bellevue and Nebraska Department of Transportation for reimbursement in the amount of \$21,859.20.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*A. Brewer*  
*[Signature]*  
*[Signature]*

Maintenance Agreement Between  
the Nebraska Department of Roads  
and the Municipality of Bellevue  
Municipal Extensions in Bellevue



**THIS AGREEMENT**, made and entered into by and between Bellevue hereinafter referred to as the "City"; and the State of Nebraska, Department of Roads, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2022.

**WITNESSETH:**

**WHEREAS**, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

**WHEREAS**, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

**WHEREAS**, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Attachment "A" attached hereto.

**NOW THEREFORE**, in consideration of these facts the parties hereto agree as follows:

**SECTION 1a:** The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain

Maintenance Agreement Between  
the Nebraska Department of Roads  
and the Municipality of Bellevue  
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the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

**SECTION 1b:** The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

**SECTION 1c.** The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

**SECTION 1d.** Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Attachment "B" attached hereto, referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

**SECTION 2.** Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

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the Nebraska Department of Roads  
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Municipal Extensions in Bellevue

**SECTION 3.** Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

**SECTION 4.** It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

**SECTION 5.** Only those municipal extensions of rural highways shown on the attached list marked as Attachment "C" attached hereto, and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Attachment "C" by mutual written agreement of the parties hereto.

**SECTION 6.** The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

Maintenance Agreement Between  
the Nebraska Department of Roads  
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**SECTION 7.** Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

**SECTION 8a.** If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Exhibit "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

**SECTION 8b.** If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Exhibit "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

**SECTION 8c.** If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in Attachment "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

**SECTION 8d.** Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

**SECTION 9.** Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this

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paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

**SECTION 10.** It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

**SECTION 11.** The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

**SECTION 12.** The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

**SECTION 13.** The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

**SECTION 14.** The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

Maintenance Agreement Between  
the Nebraska Department of Roads  
and the Municipality of Bellevue  
Municipal Extensions in Bellevue

**SECTION 15.** This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

**SECTION 16.** This agreement shall terminate December 31, 2022 , except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years, a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

CITY OF Bellevue

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

EXECUTED by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS

\_\_\_\_\_  
District Engineer

# NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF ROADS

Attachment "A"

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
*(Streets Designated Part of the State Highway System excluding Freeways)*

Maintenance Responsibility  
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1<sup>st</sup> Class Cities</u>	<u>2<sup>nd</sup> Class Cities &amp; Villages</u>
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility  
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan Cities</u> (Omaha)	<u>Primary Cities</u> (Lincoln)	<u>1<sup>st</sup> Class Cities</u> > 40,000	<u>1<sup>st</sup> Class Cities</u> < 40,000	<u>2<sup>nd</sup> Class Cities</u>
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Bellevue

Date: 1/1/22

**Surface Maintenance**

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 8.64 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,530.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$$8.64 \text{ lane miles} \times \$2,530.00 \text{ per lane mile} = \$21,859.20.$$

**Snow Removal**

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$\text{lane miles} \times \$ \quad \text{per lane mile} = \$$$

**Other (Explain)**

**STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION**

City of Bellevue

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**Neb. rev. Stat. 39-1339  
and Neb. Rev. Stat. 39-2105**

DESCRIPTION	HWY NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY STATE	CITY
West City Limits 48th Street to 25th Street	370	13.40	15.46	2.06	4	8.24	8.24	
Hwy75 Bridge to Hwy 75 North off Ramp	370	16.06	16.16	0.10	4	0.40	0.40	
<b>Total Lane Miles</b>						<b>8.64</b>	<b>8.64</b>	

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

**16i.  
3/15/2022**

COUNCIL MEETING DATE: 03/15/2022	SUBMITTED BY: City Administrator	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>

**SUBJECT:**

Agreement with the Nebraska Humane Society for animal control services.

**SYNOPSIS/BACKGROUND:**

The City of Bellevue, Sarpy County, Gretna, La Vista, Papillion, Springfield and Ralston are entering into an Agreement with Nebraska Humane Society (NHS) for NHS to provide animal control services in the County and the Cities as outlined in detail in the agreement. There is a one-time payment of \$10,822 under Paragraph 4 and the monthly rate moving forward for 2022 will be \$17,060 and \$17,231 for 2023. Total contract price is \$371,134 (\$164,362 for 2022 and \$206,772 for 2023).

FISCAL IMPACT: \$371,134 (total)    BUDGETED FUNDS?: YES    GRANT/MATCHING FUNDS?: NO

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

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

CONTRACT DESCRIPTION: Agreement for animal control services

CONTRACT EFFECTIVE DATE: 03/15/2022    CONTRACT TERM: 2 years    CONTRACT END DATE: 12/31/2023

PROJECT NAME: \_\_\_\_\_

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

CIP PROJECT NAME: \_\_\_\_\_    CIP PROJECT NUMBER: \_\_\_\_\_

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

ACCOUNTING DISTRUBUTION CODE: \_\_\_\_\_    ACCOUNT NUMBER: \_\_\_\_\_

**RECOMMENDATION:**

Approve and authorize the Mayor to sign the Agreement with NHS for animal control services.

**ATTACHMENTS:**

- 1. Agreement
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

## **AGREEMENT**

THIS AGREEMENT is made by and between the County of Sarpy (“County”); Nebraska Humane Society (“NHS”); and the cities of Bellevue, Gretna, La Vista, Papillion, Springfield, and Ralston, Nebraska (collectively “the Cities”).

WHEREAS, the County and NHS previously entered into an agreement concerning animal control services;

WHEREAS, the County previously entered into separate interlocal agreements with the Cities; and

WHEREAS, this Agreement supersedes the previous agreements entered into between the County and NHS and the County and the Cities.

NOW, THEREFORE, in consideration of the following mutual agreements, the Parties agree as follows:

1. NHS services. NHS shall provide the following animal control services to the County (including the Offutt Air Force Base Capehart Housing Area, pursuant to a separate contractual relationship) and the Cities, in a manner that complies with applicable statutes, ordinances, and regulations and NHS policies and procedures:
  - a. Stray animal: pick-up, housing, and return to owner.
  - b. Animal License: production, tracking, and compliance enforcement.
  - c. Animal cruelty investigation.
  - d. Ordinance violation enforcement.
  - e. Deceased animal pick-up on private and/or public property.
  - f. Removal of animals killed on roadways.
  - g. Wildlife: pick-up of caged wildlife and capture of wildlife endangering citizens or public safety.
  - h. Disaster preparedness.
  - i. Law enforcement assistance.
  - j. Emergency response after midnight.
  - k. Animal rescue.
  - l. Rabies (animal bites): tracking and quarantine of animals.
  - m. Dangerous animal capture and containment.
  - n. Loose livestock capture (not on owner’s property).
  - o. Emergency response.
  - p. Animal euthanasia.
  - q. Pet shop inspections.
  - r. Cattery inspections.
  - s. Animal attraction inspections.
  - t. Animal lost and found.
  - u. Assist and serve as a member on animal control committees, such as the “City Problem Resolution Team.”

2. Supplies. NHS shall furnish all tools, labor, supplies, equipment, and materials to perform said work in accordance with provisions of this Agreement.
3. Per resident rates. In exchange for the services provided by NHS pursuant to this Agreement, the County and the Cities shall pay a monthly fee which is calculated based upon a rate of \$3.19 per resident. Monthly payments shall be made in accordance with Section 7. The number of residents in each jurisdiction is based upon 2020 Census data. The monthly rates for 2023 include a 1% population increase from the 2020 Census data to account for annexations that have taken place through December 31, 2021.
  - a. The monthly rates for April-December 2022 are as follows:
    - i. Bellevue: \$17,060
    - ii. Gretna: \$2,415
    - iii. La Vista: \$4,452
    - iv. Papillion: \$6,422
    - v. Springfield: \$399
    - vi. Ralston: \$1,726
    - vii. Sarpy County (unincorporated): \$19,921
  - b. The monthly rates for January-December 2023 are as follows:
    - i. Bellevue: \$17,231
    - ii. Gretna: \$2,439
    - iii. La Vista: \$4,496
    - iv. Papillion: \$6,486
    - v. Springfield: \$403
    - vi. Ralston: \$1,744
    - vii. Sarpy County (unincorporated): \$20,120
4. One-time payment resident fee (Cities). In consideration of the per resident rate of \$3.015 collected between January 1, 2022 and March 31, 2022, and the resident rate of \$3.19 established pursuant to this Agreement, the cities of Bellevue, Gretna, La Vista, and Papillion agree to make the following one-time payment to the County within 30 days after the execution of this agreement:
  - a. Bellevue: \$10,822
  - b. Gretna: \$3,432
  - c. La Vista: \$413
  - d. Papillion: \$1,260

The one-time resident fee payment is not required for Ralston or Springfield.

5. One-time payment, resident fee (County). In consideration of the per resident rate of \$3.015 collected between January 1, 2022 and March 1, 2022, and the resident rate of \$3.19 established pursuant to this Agreement, the County agrees to make a one-time payment of \$490 to NHS within 30 days after the execution of this Agreement.
6. One-time payment, population (County). During the contract years of 2020-2021, the County made per resident payments to NHS. The population calculation for those payments was unintentionally understated by 7,273 residents, which resulted in an underpayment of \$21,928. Accordingly, The County agrees to pay NHS a one-time payment of \$21,928 within 30 days after execution of this agreement.
7. Method of payments.
  - a. Payment from the Cities to the County. The monthly rates charged to the Cities pursuant to Section 3 shall be paid to the County no later than the 10<sup>th</sup> day of each month.
  - b. Monthly payment to NHS. The County shall collect the rates due from the County, and the rates paid by the Cities pursuant to Section 3, and remit said payments to NHS by the last day of the month.
  - c. One-time payment to NHS. The County shall collect the one-time payments due from the Cities pursuant to Section 4 and remit said payments to NHS within 45 days after execution of this Agreement.
  - d. In the event of any non-payment, the County shall designate in its remission which party(ies) payments are not included. If NHS has not received all amounts due on or before the applicable due date and such amount remains unpaid for fourteen (14) days after notice of nonpayment from NHS to the applicable party, then NHS may suspend its services until the nonpayment has been cured.
8. Animal license fees. Separate from the monthly fees identified in Section 3, NHS shall charge the residents of the County and the Cities the following license fees beginning January 1, 2023, provided that NHS shall be entitled to keep any license fees collected as further consideration under this Agreement:
  - a. Dogs (altered): \$12.00
  - b. Dogs (unaltered): \$25.00
  - c. Cats (altered): \$12.00
  - d. Cats (unaltered): \$25.00
  - e. Late Fees (altered): \$10.00
  - f. Late fees (unaltered): \$20.00
  - g. Senior Discount: free if altered
  - h. Replacement tags: \$6.00

9. Term. This Agreement shall be effective from the date of full execution of the Parties and expire on December 31, 2023. Notwithstanding the foregoing, this Agreement shall automatically terminate in the event the Nebraska Legislature adopts a bill that limits the ability of NHS to perform its duties hereunder.
10. Workplace discrimination. The Parties agree to, pursuant to Neb. Rev. Stat. § 73-102, comply with Title VI of the Civil Rights Act of 1964 as amended and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq.; in that there shall be no discrimination against any person who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.
11. Hold harmless. NHS agrees to indemnify and hold harmless the County and Cities, and their officers, employees, agents, and representatives, from all claims, suits or actions of every kind and character made upon or brought against same for or on account of any injuries or damages received or sustained by any party by or from the acts or omissions of NHS or its agents, representatives, and subcontractors doing work under this Agreement. NHS further agrees to pay court costs and attorney fees that may be incurred by the County or Cities in investigation and/or defending a claim, suit, or action as described in this section.
12. Financial interest. Pursuant to Neb. Rev Stat. § 23-3113, the Parties affirm that no officer, member, or other employee of County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, has any financial interest, either direct or indirect, in this Agreement.
13. Independent contractor. NHS is an independent contractor and shall be responsible for all required reporting of income and payment of taxes required by any Federal, State, or local statutes including. Each party shall be responsible for its own negligence and the negligence of its employees or agents.
14. Residency verification. NHS agrees to comply with the residency verification requirements of Neb. Rev. Stat. §§ 4-108 through 4-114. NHS 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 verify the work eligibility status of a newly hired employee.

15. Insurance. NHS shall maintain Worker's Compensation Insurance in accordance with the Worker's Compensation laws of the State of Nebraska; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 if aggregate; Automobile Liability Insurance with a combined single limit coverage of \$1,000,000 for each accident; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 if aggregate. For the Commercial General Liability and Automobile Liability Insurance, the County and the Cities is to be named as an additional insured on the insurance coverage identified in this section. In addition, the insurance coverage identified in this section shall be kept in force during the life of the Agreement, and if there is any event of cancellation or material change in any of the insurance coverage, then NHS shall notify the County within thirty (30) days. NHS shall furnish proof of insurance coverage, if requested by the County or the Cities.
16. Cooperation. The County and each City agree to cooperate in good faith with, provide reasonable assistance to, and respond to reasonable requests for information from NHS as necessary or appropriate for NHS to furnish the services hereunder. Without limiting the foregoing, the County and each City agree to furnish the services of its applicable law department and police department when necessary to aid in the enforcement of administration of the applicable ordinances and regulations and agrees to coordinate and respond to any requests from the public for records related to the services hereunder.
17. Notices. Any notice or other communication required or permitted hereunder (each, a "notice"), shall be in writing. All such notices shall be delivered personally, by certified mail, return receipt requested, postage prepaid, or by reputable overnight courier (costs prepaid), and shall be deemed given (a) when delivered personally to the recipient, (b) one (1) business day after the date when sent to the recipient by reputable overnight courier service (costs prepaid), or (c) three (3) business days after the date when mailed to the recipient by certified mail, return receipt requested, postage prepaid. All such notices are to be made to the parties at the following addresses (or to such other address as any party may designate by a notice given in accordance with the provisions of this section):

County of Sarpy 1210 Golden Gate Drive Papillion, NE 68005 Attn: County Clerk	Nebraska Humane Society 8929 Fort Street Omaha, NE 68134 Attn: President/CEO
City of Bellevue 1500 Wall Street Bellevue, NE 68005 Attn: City Clerk	City of Gretna 204 N. McKenna Avenue P.O. Box 69 Gretna, NE 68028 Attn: City Clerk

City of La Vista 8116 Park View Blvd. La Vista, NE 68128 Attn: City Clerk	City of Papillion 122 E. Third Street Papillion, NE 68046 Attn: City Clerk
City of Springfield 170 N. 3 <sup>rd</sup> Street P.O. Box 189 Springfield, NE 68059 Attn: City Clerk	City of Ralston 5500 S. 77 <sup>th</sup> Street Ralston, NE 68127 Attn: City Clerk

Miscellaneous. This Agreement embodies the complete agreement between the parties with respect to the subject matter of this Agreement. No provision contained in this Agreement may be modified, amended or waived except by written agreement signed by each party to this Agreement. This Agreement shall be subject to and governed by the laws of the State of Nebraska. This Agreement may be executed in counterparts and may be executed and/or delivered by electronic means, all of which taken together shall constitute one and the same original instrument.

[Signature pages to follow]

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF BELLEVUE, NEBRASKA  
A municipal corporation and Nebraska Political  
Subdivision

BY: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF GRETNA, NEBRASKA  
A municipal corporation and Nebraska Political  
Subdivision

By: \_\_\_\_\_  
Michael D. Evans, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF LA VISTA, NEBRASKA  
A municipal corporation and  
Nebraska Political Subdivision

By: \_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pam Buethe, City Clerk

CITY SEAL

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST:

CITY OF PAPILLION, a Nebraska  
Municipal Corporation and  
Political Subdivision

\_\_\_\_\_  
Nicole L. Brown, City Clerk

By: \_\_\_\_\_  
David P. Black, Mayor

CITY SEAL

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF SPRINGFIELD, NEBRASKA  
A municipal corporation and Nebraska  
Political Subdivision

By: \_\_\_\_\_  
Richard Roseland, Mayor

ATTEST:

\_\_\_\_\_  
Kathleen Gottsch, City Clerk

CITY SEAL

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF RALSTON, NEBRASKA  
A municipal corporation and  
Nebraska Political Subdivision

ATTEST:

\_\_\_\_\_  
Donald A. Groesser, Mayor

\_\_\_\_\_  
Maura Kelly, City Clerk

Approved as to form:

\_\_\_\_\_  
Donald F. Ficenec, City Attorney

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

SARPY COUNTY, NEBRASKA  
A Nebraska Political Subdivision

\_\_\_\_\_  
Chairperson, Board of Commissioners

Attest:

Approved as to form:

\_\_\_\_\_  
Sarpy County Clerk

\_\_\_\_\_  
Sarpy County Attorney