

Bellevue City Council Meeting

Tuesday, March 3, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Pastor Joseph Gastineau, Revival Tabernacle Church, 2226 Jefferson Street, Bellevue

3. CALL TO ORDER AND ROLL CALL

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

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

a. Approval of the Agenda

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

1. * Approval of February 18, 2020 City Council Minutes.

6. * APPROVAL OF CLAIMS

7. SPECIAL PRESENTATIONS:

a. Sarpy County Economic Development Corporation - Bellevue's Annual Return on Investments, along with overall 2019 numbers (Mr. Andrew Rainbolt)

8. ORGANIZATIONAL MATTERS:

a. Approval and authorize the Mayor to sign the Agreement with the Bellevue Police Officers Association Fraternal Order of Police Lodge 59 (BPOA) for the term October 1, 2019 through September 30, 2021 (Administration)

9. APPROVED CITIZEN COMMUNICATION: **None have been received**

10. LIQUOR LICENSES:

a. Recommendation to approve application of Midwest Catering and Events LLC dba "Patricia's Catering" for a Class "CK" Liquor License to sell beer, wine and distilled spirits, On and Off Sale, 436 Galvin Road N, Bellevue and for Cynthia Eischeid as Manager (City Clerk)

11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 3986: Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1, except the South 30', Fair Hill Addition, from AG, RE and RS-84 to RE and RS-84 for the purpose of existing Single Family Residential Development. Applicants: Nick Brim and Megan Crain. Location: 1606 Camp Gifford Road. (Planning Manager)

1. Request to approve the small subdivision plat of Lots 1 and 2, Whispering Timber Estates Replat 6.

b. Ordinance No. 3987: Request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval. Applicant: Encompass Design Inc. General Location: Fort Crook Rd and Grenoble Dr. Case # Z-1906-05. (Planning Manager)

c. Ordinance No. 3989: Request to rezone Lot 1, Cascio Addition No.1, from BG-PCO to RG-20 for the purpose of an existing multi-family residential building. Applicant: Sheltering Tree Housing Corporation. Location: 1903 Gregg Road. Case #: Z-1912-08. (Planning Manager)

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

13. ORDINANCES FOR INTRODUCTION (1st reading): **None**

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for a 30 day extension of the Belle Lago Replat 1 Final Plat. Applicant: E & A

Consulting Group Inc. (Planning Manager)

15. RESOLUTIONS:

a. Resolution No. 2020-14: Approve and authorize the Mayor to sign Resolution authorizing representatives to work with Congressman Fortenberry's office for assistance regarding FEMA funding and hazard mitigation relating to the March 2019 flooding (Administration)

16. CURRENT BUSINESS:

a. * Approve the sprinkler repairs compensation for the 36th Street Improvement Project, in an amount not to exceed \$311.92 (Public Works Director)

b. Accept and authorize the Mayor the sign the low proposal of Christensen Excavating Co. to carry out the condemnation order to demolish the structure located at 7312 S. 25th Street, Bellevue, in an amount not to exceed \$10,100.00 (Chief Building Inspector)

c. Accept and authorize the Mayor to sign the Proposal from Anderson Excavating Co. to carry out the condemnation order to demolish the structure located at 3614 Josephine Street, Bellevue, in an amount not to exceed \$9730.00 (Chief Building Inspector)

d. Approve and authorize the Mayor to sign the Proposal with The Schemmer Associates to survey the proposed Washington Park CDBG Project, in an amount not to exceed \$7600 (Public Works Director)

e. Approve and authorize the Mayor to sign the lowest bid from TR-Construction for the Fire Training Facility Pavement Replacement - Phase 2, in an amount not to exceed \$74,148.65 plus a 10% contingency totaling \$81,563.52 (Public Works Director)

f. Recommend approval to lease a new vehicle for the Police Department DEA Task Force member (Interim Police Chief)

17. ADMINISTRATION REPORTS: **Revising process**

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

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3/3/2020

Bellevue City Council Meeting, February 18, 2020, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 18th day of February, 2020, at 6:00 p.m. Present were Council Members Paul Cook, Pat Shannon, Thomas Burns, Don Preister, and Kathy Welch. Councilman Bob Stinson was absent.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Josh Prettyman, Twin Cities Baptist Church, 11825 South 36th Street, Bellevue, gave the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA

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

APPROVAL OF THE CONSENT AGENDA:

Motion was made by Cook, seconded by Welch, to approve the consent agenda which included the following:

Acknowledge receipt of January 29, 2020 Board of Health Minutes; Approval of February 4, 2020 City Council Minutes, Approval of February 4, 2020 City Council Special Joint Meeting with Bridge Commission, Approval of Claims, and Approve and Authorize the Mayor to sign the Memorandum of Understanding with the Bellevue Professional Management Association (BPMA). Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: Stinson. Motion carried.

SPECIAL PRESENTATIONS:

Mayor Hike read a Proclamation to declare March 2020 as "Problem Gambling Awareness Month".

ORGANIZATIONAL MATTERS:

Approval of the Revised Employee Handbook (Human Resources Director)

Motion was made by Welch, seconded by Cook, to approve of the Revised Employee Handbook.

Motion by Preister, seconded by Cook, to amend with the amendments with the revisions supplied by the Legal Department for the Revised Employee Handbook.

Ms. Bree Robbins, City Attorney, advised the amendments were amendments presented by different Council Members and were incorporated yesterday. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: Stinson. Motion carried.

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

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: None

ORDINANCES FOR ADOPTION (Third Reading)

Ordinance No. 3988: An Ordinance amending Bellevue Municipal Code by adding a new Section 8.14 regarding Small Wireless Facilities (Legal)

Motion was made by Shannon, seconded by Cook, to approve an Ordinance amending Bellevue Municipal Code by adding a new Section 8.14 regarding Small Wireless Facilities.

Councilman Preister initiated conversation on tabling this item since a Verizon representative is not present. Ms. Robbins explained the Verizon representative was at the last meeting to answer questions. Council Members had no questions for the representative. She also informed Councilman Preister, no one from the public spoke during the public hearing. Ms. Robbins advised she has one amendment which needs to be made. In Section 8.14.03, it references 207-11. Instead of 207-11, it should say 8.14.11.

Motion was made by Shannon, seconded by Preister, to amend Section 8.14.03, where it reads 207-11, to Section 8.14.11.

MINUTE RECORD

Bellevue City Council Meeting, February 18, 2020, Page 2

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

Motion was made by Shannon, seconded by Cook, to approve an Ordinance amending Bellevue Municipal Code by adding a new Section 8.14 regarding Small Wireless Facilities as amended.

Motion made by Preister to table this item until March 3rd.

Due to a lack of a seconded, motion failed.

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

Approve and authorize Mayor to sign Resolution No. 2020-05: Repealing Resolution No. 2019-01 in its entirety (City Attorney)

Motion was made by Shannon, seconded by Cook, to approve and authorize Mayor to sign Resolution No. 2020-05: Repealing Resolution No. 2019-01 in its entirety. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: Stinson. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading)

Ordinance No. 3986: Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1, except the South 30', Fair Hill Addition, from AG, RE and RS-84 to RE and RS-84 for the purpose of existing Single Family Residential Development. Applicants: Nick Brim and Megan Crain. Location: 1606 Camp Gifford Road.

Ordinance No. 3986, 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 near 1606 Camp Gifford Road, more particularly in Section 1 of the Ordinance and to provide an effective date, was read by title only for the second time and public hearing was held.

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

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

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on March 3rd.

Request to approve the Small Subdivision Plat of Lots 1 and 2, Whispering Timbers Estate Replat 6 (No Action required until Ordinance No. 3986 is approved)

Ordinance No. 3987: Request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval. Applicant: Encompass Design Inc. General Location: Fort Crook Road and Grenoble Drive. Case # Z-1906-05

Ordinance No. 3987, 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 the Southwest Corner of Normandy Boulevard and Grenoble Drive, more particularly in Section 1 of the Ordinance and to provide an effective date, was read by title only for the second time and public hearing was held.

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

Mr. Kyle Haase, E & A Consulting Group, was present on behalf of the applicant. Mr. Rusty Snow, with Summit Housing Group, was also present to address questions. A presentation was provided regarding the property. The property is currently vacant and zoned RG-28. The current zoning of RG-28, only allows one three-story building, with as many as 184 units. However, the developer is requesting RG-28-PS zoning, to build eight two-story buildings. This would be a smaller scale, with fewer units. The request does follow the City's Comprehensive Plan and Zoning Ordinance. The proposal will include eight two-story buildings, 75 units, containing three to four-bedroom units. There will also be a club house, a sprinkled raised garden area, and a playground. Mr. Haase mentioned on July 22, 2019, the developer hosted a neighborhood meeting at LifeSpring Church. The concept was shared with the neighbors, as well as listening to their questions and concerns. The main concerns were with the preservation of the existing trees on the east side, pedestrian and vehicular circulation on the site plan, the separation between the proposed apartments and existing neighbors, and traffic access to Normandy Hills. After the meeting, the site plan was revised as best it could be to accommodate for some of the concerns the neighbors and the Planning Commission expressed. The revised site plan allowed the buildings to be built back from the east side, which allowed for more separation between the neighbors of Normandy Hills and the proposed units. It also provided an opportunity with grading the site, to preserve the trees along the eastern border. The plan also provides for a twenty-foot elevation change between the units and neighbors to the east. The neighbors would be twenty feet higher than the proposed buildings.

MINUTE RECORD

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There was a lengthy discussion on the access road to Normandy Hills and on adding a second access road to the entire subdivision.

Mayor Hike asked if there was anyone wanting to speak on Ordinance No. 3987.

The following citizens spoke in opposition of Ordinance No. 3987: Mr. Dan Ruffner, Ms. Celine Monif, Mr. Otmar Stephens, Ms. Kathy Arnauskas, Ms. Linda McGary, Ms. Alicia Yoder, Ms. Heidi Aylward, and Mr. Joe White. Some of the main concerns heard from the public were with the extra traffic since there already is a problem with one access road. Some feel there should be plans for another access road first. There are concerns with the access road being dangerous with deep ditches on both sides and no lighting. This could be a problem with vehicular traffic, as well as pedestrians walking. It was stated due to a large hill, many people get stuck in the winter. Vehicles get backed up because they have nowhere to go. If this happens, emergency vehicles will not be able to get into the area if there is an emergency. By adding more vehicles into the area, the problem will only get worse. Concerns were addressed regarding all the extra vehicles and parking on the streets, in areas close to the development. There were some concerns with construction traffic and heavy construction equipment. Concerns with who will fix the road if it gets torn were mentioned. Another concern was with the area being in a flood plain and there being problems with flooding in the area, how will the storm drains keep up. Protecting the trees in the area was another concern. Some felt this area is not appropriate and too cramped for this development. With this being a multi-family development and geared for families with kids, there were concerns with how it will affect the school populations, there being no entertainment in their area for kids, the area only has one park, all the extra kids running through people's yards, and it is just a big safety concern with all the extra kids. Many residents just feel it is not the right time or the right area for the development.

The following citizens spoke in opposition of Ordinance No. 3987: Mr. Dan Ruffner, Ms. Celine Monif, Mr. Otmar Stephens, Ms. Kathy Arnauskas, Ms. Linda McGary, Ms. Alicia Yoder, Ms. Heidi Aylward, and Mr. Joe White. Concerns addressed were: the increase in traffic generated by the proposed development; having one access road in the subdivision; the impact construction equipment would have on the road; who would be responsible for any necessary repairs the road may require due to the heavy equipment; access for emergency vehicles; safety for pedestrians walking; street parking; flooding concerns with the proposed area being located in a floodplain and storm drainage; protection of trees surrounding the development; overcrowding of schools; and having only one park in the subdivision for families.

Mr. Haase, Mr. Snow, and City Staff addressed questions and concerns brought forward by the public.

Further discussion 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 3rd.

Ordinance No. 3989: Request to rezone Lot 1, Cascio Addition No.1, from BG-PCO to RG-20 for the purpose of an existing multi-family residential building. Applicant: Sheltering Tree Housing Corporation. Location: 1903 Gregg Road. Case #: Z-1912-08. (Planning Manager)

Ordinance No. 3989, 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 1903 Gregg Road, more particularly described in Section 1 of the Ordinance and to provide an effective date was read by title only for the second time and public hearing was held.

Mr. Kyle Haase, E & A Consulting Group, was present on behalf of the applicant. A brief presentation was provided regarding the property to explain the request to rezone by Sheltering Tree Housing Corporation.

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

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

Council discussion ensued.

Mayor Hike stated the third reading of the ordinance will be heard at the Council meeting on March 3rd.

ORDINANCES FOR INTRODUCTION: (First Reading): None

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Approve Event Application for Bellevue Chamber of Commerce, in partnership with Offutt AFB, for the "Runway Run," on Saturday, May 9th, 2020, from 6:00 a.m. to 9:30 a.m., for a 5k race starting at the BPS Lied Center to Offutt AFB flag gate and on to a segment of runway, returning to BPS Lied start point. (City Clerk)

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

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

Motion was made by Welch, seconded by Preister to approve the Event Application for Bellevue Chamber of Commerce, in partnership with Offutt AFB, for the "Runway Run," on Saturday, May 9th, 2020, from 6:00 a.m. to 9:30 a.m., for a 5k race starting at the BPS Lied Center to Offutt AFB flag gate and on to a segment of runway, returning to BPS Lied start point. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: Stinson. Motion carried

RESOLUTIONS:

Resolution No. 2020-13: Approve and authorize the Mayor to sign the Final Design Supplemental Agreement No. 1 for amended work regarding South 36th St. - Hwy 30 to Sheridan Road (Public Works Director)

Motion was made by Shannon, seconded by Preister to approve Resolution No. 2020-13: Approving and authorizing the Mayor to sign the Final Design Supplemental Agreement No. 1 for amended work regarding South 36th St. - Hwy 30 to Sheridan Road. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: Stinson. Motion carried.

CURRENT BUSINESS:

Approve the Condemnation (Tract C14 [aka 11829 Amerado Blvd, Bellevue, 68123], Pheasant Ridge), Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$12,290. (Public Works Director)

Motion was made by Welch, seconded by Shannon to approve the Condemnation (Tract C14 [aka 11829 Amerado Blvd, Bellevue, 68123], Pheasant Ridge), Permanent and Temporary Easements for the 36th Street Improvement Project, in an amount not to exceed \$12,290. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, Welch voted yes; voting no: none; absent: Stinson.

Approve and authorize the Mayor to sign the proposal with Crouch Recreation for Two Springs Park and Playground Equipment, in an amount not to exceed \$62,648. (Public Works Director)

Motion was made by Cook, seconded by Burns to approve and authorize the Mayor to sign the proposal with Crouch Recreation for Two Springs Park and Playground Equipment, in an amount not to exceed \$62,648. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, Welch voted yes; voting no: none; absent: Stinson.

Approve and authorize the Mayor to sign the bid of AVI for removal of all electronics in the City Council Chambers prior to the removal of the column in the Council Chambers, in an amount not to exceed \$11,414.36. (Public Works Director)

Motion was made by Cook, seconded by Welch to approve and authorize the Mayor to sign the bid of AVI for removal of all electronics in the City Council Chambers prior to the removal of the column in the Council Chambers, in an amount not to exceed \$11,414.36. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, Welch voted yes; voting no: none; absent: Stinson.

Approve and authorize the lowest bid of Lund-Ross Constructors for the Column Removal Project in the City Council Chambers, in an amount not to exceed \$75,138 plus 10% contingency, totaling \$82,651.80. (Public Works Director)

Motion was made by Welch, seconded by Cook to approve and authorize the lowest bid of Lund-Ross Constructors for the Column Removal Project in the City Council Chambers, in an amount not to exceed \$75,138 plus 10% contingency, totaling \$82,651.80. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, Welch voted yes; voting no: none; absent: Stinson.

Approval to purchase new vehicles for the Police Fleet, in an amount not to exceed \$517,611

Motion was made by Preister, seconded by Welch to approve the purchase of new vehicles for the Police Fleet, in an amount not to exceed \$517,611. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, Welch voted yes; voting no: none; absent: Stinson

Approve and authorize the Mayor to sign the Contract with Stericycle, in an amount of \$180/year

Motion was made by Preister, seconded by Cook to Approve and authorize the Mayor to sign the Contract with Stericycle, in an amount of \$180/year. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, Welch voted yes; voting no: none; absent: Stinson.

Approve and authorize the Mayor to sign the Proposal with Heimer Corp. for an emergency culvert repair on Fort Crook, in an amount not to exceed \$51,246

Motion was made by Cook, seconded by Preister to Approve and authorize the Mayor to sign the Proposal with Heimer Corp. for an emergency culvert repair on Fort Crook, in an amount not to exceed \$51,246. Roll

MINUTE RECORD

Bellevue City Council Meeting, February 18, 2020, Page 5

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

Approve and authorize the Mayor to sign a Contract Addendum with Waystar Clearinghouse (aka Zirmed), in an amount of a \$99 implementation fee plus approximately \$175/\$200 per month

Motion was made by Welch, seconded by Shannon to Approve and authorize the Mayor to sign a Contract Addendum with Waystar Clearinghouse (aka Zirmed), in an amount of a \$99 implementation fee plus approximately \$175/\$200 per month. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, Welch voted yes; voting no: none; absent: Stinson.

ADMINISTRATION REPORTS:

Currently the Administrative Report process is being revised.

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Preister, the meeting adjourned at 8:02 p.m. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none; absent: Stinson. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on February 18 2020; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

MINUTE RECORD

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CLAIMS FOR MARCH 3, 2020

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CITY ADMINISTRATOR

AMAZON.COM, LLC	OFFICE SUPPLIES, SCANNER	406.86
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2/5	142.90
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	4,641.90
J P COOKE COMPANY	NOTARY STAMP-RYBAR	44.05
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	98.07
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-6	29.42
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		\$ 5,363.20

CITY COUNCIL

DON PREISTER	REIMB INTERNET, MAILING	91.55
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	814.39
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	120.27
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		\$ 1,026.21

LEGAL SERVICES

CROKER, HUCK, KASHER, DeWITT	SID 177-LEGAL SERVICES	406.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	3,109.92
ERICKSON & SEDESTROM, PC	LEGAL SERVICES	3,665.00
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	65.38
ONE CALL CONCEPTS	SID 177-LOCATES	12.30
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		\$ 7,258.60

CABLE ADVISORY

AMAZON.COM, LLC	OFFICE SUPPLIES	6.49
AVI SYSTEMS	SERVICE AND SUPPORT TO 2/28/2021	20,027.50
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2/5	121.47
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	3,857.20
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	65.38
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-6	22.07
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		\$ 24,100.11

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2/5	107.18
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	3,177.03
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	65.38
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-6	38.25
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		\$ 3,387.84

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	BATTERIES, OFFICE SUPPLIES, PRINTER SUPPLIES	748.90
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2/5	185.77
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	6,576.53
INDOFF	OFFICE SUPPLIES	164.26
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	196.14
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-6	32.36
THE CURE	FIRST AID SUPPLIES, SAFETY SIGNS	103.70
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	TPA WORK COMP FUNDING-JAN 2020	4,899.00
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		\$ 12,906.66

LIBRARY

AMAZON.COM, LLC	BOOKS, VIDEOS, PROGRAM SUPPLIES, OFFICE SUPPLIES, LAMINATOR	1,457.69
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2-5	492.61
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	116.30
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	358.40
DEMCO	SUPPLIES	116.60

MINUTE RECORD

CLAIMS FOR MARCH 3, 2020

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LIBRARY (cont'd)		
DILLONS CUSTOMER CHARGES	SUPPLIES, CHILDREN'S PROGRAM SUPPLIES	334.25
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	7,623.75
INDOFF	OFFICE SUPPLIES	121.56
INGRAM LIBRARY SERVICES	BOOKS	1,834.97
J P COOKE COMPANY	NOTARY STAMP-SHIMEL	42.35
MAILFINANCE	POSTAGE METER LEASE	176.46
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	261.52
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-5	122.42
RECORDED BOOKS	RECORDED BOOKS, DIGITAL MAGAZINE RENEWAL	2,788.21
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		\$ 15,847.09
ADMINISTRATIVE SERVICES		
SUBURBAN NEWS ADV	NOTICE OF MEETING	11.61
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-6	25.01
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	294.21
IDEAL PURE WATER COMPANY	BOTTLED WATER	75.00
HUMAN RESOURCE ASSOC OF THE MIDLANDS	MEMBERHIP DUES-DECKER	120.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	12,151.40
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2/5	157.19
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		\$ 12,834.42
PUBLIC WORKS		
AMAZON.COM, LLC	OFFICE SUPPLIES	380.81
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2/5	170.95
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	4,791.87
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	130.76
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-6	8.92
MIDWEST PETROLEUM EQUIPMENT	DIESEL GAS	13,338.53
		<hr/>
		\$ 18,821.84
PARKS		
AMAZON.COM, LLC	CHAINSAW SCABBARD, HELMETS, DOG BAGS	945.71
A-RELIEF SERVICES	PORTABLE RESTROOM-SWANSON	166.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2-5	20.73
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	9,270.50
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	108.42
MENARDS	METAL PRIMER, TAPE, PUTTY KNIFE	41.46
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	326.90
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-11	732.86
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	TPA WORK COMP FUNDING-JAN 2020	1,590.00
VOGEL WEST	PAINT	27.79
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	SUPPLIES	7.92
		<hr/>
		\$ 13,251.71
RECREATION		
AMAZON.COM, LLC	OFFICE SUPPLIES	16.46
CSI-SOUTH SIDE PRESS	2020 RECREATION BROCHURES	1,675.89
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	2,109.96
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	65.38
MIDWEST IMPRESSIONS	VOLLEYBALL T-SHIRTS	549.50
		<hr/>
		\$ 4,417.19

MINUTE RECORD

CLAIMS FOR MARCH 3, 2020

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BUILDING MAINTENANCE

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2-5	2,568.96
BURTON PLUMBING SERVICES	RUN SEWER AND WATER TO MODULAR BUILDINGS	44,877.90
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	8,083.14
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	2,352.82
FIRE PROTECTION SERVICES, LLC	SERVICE CALL	65.00
HILLYARD	JANITORIAL SUPPLIES	546.16
MENARDS	PLUMBER'S GREASE, BATTERIES, TAPE, PAIL, SUPPLIES	212.49
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	228.83
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-5	389.51
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	292.00
SECURITY EQUIPMENT	ADD FOB SYSTEM TO ADMIN, SERVICE ALARM	8,472.50
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	20.82
WESTLAKE ACE HARDWARE	SCOURING STICK	19.95
		<hr/>
		\$ 68,130.08

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2-5	20.73
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	1,506.62
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	65.38
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-5	89.80
		<hr/>
		\$ 1,682.53

STREETS

ALFRED BENESCH & COMPANY	PROFESSIONAL SERVICES-25TH ST	10,918.95
ALFRED BENESCH & COMPANY	PROFESSIONAL SERVICES-FT CROOK	5,678.10
ALFRED BENESCH & COMPANY	PROFESSIONAL SERVICES-CAPEHART RD	12,633.00
AMAZON.COM, LLC	BUNDLE OF 2 NANO	161.98
ASPHALT & CONCRETE MATERIALS	ASPHALT	1,558.05
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2-5	1,506.52
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	38,453.48
ERWIN'S JEWELRY	GLOBE CLOCK RETIREMENT-POST	100.00
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	1,019.87
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	915.32
METRO LEASING	8725-METRO LEASING-2020-02-ASPHALT RECYCLER	3,804.06
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-4	928.58
MICHAEL J BAILEY	REIMB LEARNER'S PERMIT	15.75
MIDWEST RIGHT OF WAY SERVICES, INC	ACQUISITION SERVICE-36TH ST	7,295.68
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2020-1-30	91,577.27
READY MIXED CONCRETE COMPANY	CONCRETE	2,126.51
SARPY COUNTY COURT	TRACT C14 FEES	2,550.00
SCOTT M LOGEMAN	REIMB LEARNER'S PERMIT	15.75
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	BATTERIES	29.57
		<hr/>
		\$ 181,301.86

FLEET MAINTENANCE

A&L HYDRAULICS, INC	WIPER	11.74
AMAZON.COM, LLC	INTERIOR BULBS, SCALE, PARTS	227.45
AUSTIN HARDWARE & SUPPLY	GAS STRUTS	101.90
AUTO VALUE PARTS - SOUTH OMAHA	GAS-MAG	82.46
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, ENGINE DEGREASER, BLACKJACK	913.61
BAUER BUILT	TIRE MOUNT, SUPPLIES, O-RINGS	401.00
BAUM HYDRAULICS CORP	COUPLER LINK WITH PINS	26.83
BAXTER CHRYSLER DODGE JEEP	RADIATOR HOSE, CONNECTORS, COOLING FAN, HOSE	510.66

MINUTE RECORD

CLAIMS FOR MARCH 3, 2020

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FLEET MAINTENANCE (cont'd)

BAXTER FORD	CALIPERS, HOSES	452.14
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2-5	1,161.09
CORNHUSKER INTERNATIONAL TRUCKS	ARM, DOOR HINGES	488.43
DULTMEIER SALES LLC	POLY VALVE	42.30
ELKHART BRASS MFG CO	REBUILD PISTON VALVE	1,560.56
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	19,510.81
FACTORY MOTOR PARTS CO	VALVE ASSEMBLY, ACCUMULATOR ASSEMBLY	4.56
FARM PLAN	CHAIN SPROCKET	19.29
GALVIN GLASS	REPLACE DOOR GLASS IN LOADER	254.95
GRAINGER	FUSES	37.28
J & J SMALL ENGINE SERVICE	CASTER KIT	373.38
JIM HAWK TRUCK TRAILERS	CARTRIDGE	46.30
KRIHA FLUID POWER CO	FITTINGS	200.51
MACQUEEN EQUIPMENT, LLC	REAR MARKER LIGHTS	115.81
MATHESON TRI-GAS INC	WELDING SUPPLIES	488.97
MENARDS	TAPES, WELDING SUPPLIES, BATTERIES	205.04
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	490.35
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-6	137.94
NAPA AUTO PARTS	FAUCET, BATTERY ACCESSORIES, RADIATOR, FILTERS, LAMPS, VALVES	981.06
NEBRASKA IOWA INDUSTRIAL FASTENERS	SUPPLIES, NUTS, SCREWS	65.69
O'REILLY AUTOMOTIVE PARTS	STABILIZER	120.92
P&M HARDWARE	GREASE SEAL, BUSHINGS, CLUTCH, PULLEY	1,318.64
PAUL LUCHT & SONS	ALIGNMENT	251.60
POWERPLAN	WINDOWPANE, ISOLATORS	634.27
RADIATOR DEPOT	GAS TANK, STRAPS	197.00
SECURITY EQUIPMENT	MAG LOCK BRACKET, SECURITY EQUIPMENT	3,551.00
STATE STEEL	CHEMISTRY PLATE	511.70
SWAN ENGINEERING	INSTALLATION TOOL, O-RINGS	53.36
TOOL SHED	HOOK AND PIN SPANNER WRENCH	388.43
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	TPA WORK COMP FUNDING-JAN 2020	120.73
UPS STORE	SHIPPING TO SEND BACK WRONG PARTS	20.37
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	89.40
WESTLAKE ACE HARDWARE	SUPPLIES	7.50
WICK'S TRUCK TRAILERS	PISTON CORROSION CLEANER	27.43
		\$ 36,204.46

SOLID WASTE

WASTE CONNECTIONS OF NEBRASKA	RECYCLING DISPOSAL	252,444.37
		\$ 252,444.37

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2/5	153.86
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	4,286.59
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	98.07
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-6	8.07
SECRETARY OF STATE-NOTARY DIVISION	NOTARY BOND-WILLIAMS	30.00
		\$ 4,576.59

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2/5	205.14
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	9,824.36
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	196.14
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-6	10.78
SHELL SUPER STORE	CAR WASH	3.75
		\$ 10,240.17

MINUTE RECORD

CLAIMS FOR MARCH 3, 2020

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POLICE/CODE ENFORCEMENT

88 TACTICAL GROUP INC	RANGE USE	1,125.00
ACTION SIGNS	INSTALL GRAPHICS ON CRUISER	150.00
AMAZON.COM, LLC	DUMMY AMMO, LAPTOP, OFFICE SUPPLIES, MONITOR RISER, STAMP	1,055.10
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2/5	3,743.80
CHAD HELLER	REIMB FOR PURCHASE OF KENNEL	160.49
COMPCHOICE OCCUPATIONAL HEALTH	TESTING FOR NEW OFFICERS	502.61
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT EVALUATION	730.00
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	545.51
COX COMMUNICATIONS	SUBPEONA FEE FOR RECORDS	50.00
CULLIGAN OF OMAHA	BOTTLED WATER	801.65
DANIEL GERMAN	REIMB RENTAL CAR FOR TRAINING	192.46
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	133,534.09
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-FEB 2020	521.58
FEDERAL EXPRESS CORPORATION	MAILING CHARGE	13.15
INDOFF	OFFICE SUPPLIES	298.35
INTERNATIONAL ASSOCIATION OF CHIEFS OF	MEMBERSHIP DUES-STUKENHOLTZ	190.00
J GARDNER AND ASSOCIATES, LLC	JUNIOR OFFICER BADGE STICKERS	1,300.00
JUANITA DIXON	REIMB FOR SCRAPBOOK SUPPLIES	30.92
MENARDS	CARPET CLEANER	66.75
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	3,213.86
METRO LEASING	8734-METRO LEASING-2020-02-CRUISERS	22,045.60
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-6	196.29
NEBRASKA LAW ENFORCEMENT TRAINING	CERTIFICATION FEES	150.00
SPRINT	MONTHLY SERVICE	125.22
SUZANNE KESSLER	REIMB FOR UNIFORM PANTS	80.24
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	TPA WORK COMP FUNDING-JAN 2020	6,382.00
TROY BOYLE	REIMB FOR GLOVES	46.43
	\$ 177,251.10	

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	421.52
AMAZON.COM, LLC	OFFICE SUPPLIES, PRINTER SUPPLIES, SAFETY BOOTS, SCANNER	1,356.25
BELLEVUE PRINTING COMPANY	PATIENT ENCOUNTER FORMS	85.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-2-5	1,492.48
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,521.45
ED M FELD EQUIPMENT CO	VOICE AMP REPAIR	183.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	67,593.36
GEARHART PLUMBING	FIRE HYDRANT REPAIRS	2,300.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	396.00
HEALTH ADMIN CENTER	REIMBURSEMENT-741-K0014AX	312.60
INDOFF	COPY PAPER	225.00
J.D. CASEY CO	CAR WASH SOAP	506.66
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	597.27
MATHESON TRI-GAS INC	METHANE AIR	36.51
MAX I WALKER	UNIFORM CLEANING	31.75
MENARDS	SCREWDRIVER, SWITCH BOX, CLEANING SUPPLIES, CONNECTORS	195.10
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	1,866.45
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-10	5,035.20
MONTE EVANS	PROFESSIONAL PORTRAIT-BETTS	135.90
NEBRASKA FURNITURE MART	MICROWAVE	454.00
PAPILLION FIRE DEPARTMENT	SHARE OF FAX SERVER	175.00
SAPP BROS PETROLEUM	PROPANE	301.79
SARPY COUNTY CLERK	FIRE RESCUE FEE FILING	874.00
STRYKER SALES CORPORATION	MAINTENANCE AGREEMENT	842.40
TELEFLEX FUNDING LLC	MEDICAL SUPPLIES	1,115.50

MINUTE RECORD

CLAIMS FOR MARCH 3, 2020

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FIRE & RESCUE (cont'd)

THE NEBRASKA MEDICAL CENTER	MEDICAL DIRECTOR-OCT-DEC 2019	10,392.26
TRISTAR RISK ENTERPRISE MANAGEMENT, INC	TPA WORK COMP FUNDING-JAN 2020	529.00
WESTLAKE ACE HARDWARE	PEN PAINT	22.56
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	954.80
		<u>\$ 102,952.81</u>

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2020-2-1	1,039.46
BKD & ASSOCIATES, LLP	2019 AUDIT PROGRESS BILLING #3	8,000.00
CROKER, HUCK, KASHER, DeWITT	SID 197 LEGAL CCSTS-2019 AUDIT	171.40
CROKER, HUCK, KASHER, DeWITT	SID 208 LEGAL CCSTS-2019 AUDIT	103.40
FRANKEL ZACHARIA	SID 208-PREPARATION OF 1099 & 1096 FORMS	130.00
LOCKTON COMPANIES, LLC	INSURANCE PREMIUM	1,937.00
LUTZ & COMPANY, PC	SID 183-FYE 2019 AUDIT, FORM 1099	3,820.00
LUTZ & COMPANY, PC	SID 280-FYE 2019 AUDIT, FORM 1099	3,820.00
THOMPSON DREESSEN & DORNER	PROFESSIONAL SERVICES-SID 208	1,840.40
		<u>\$ 20,861.66</u>

INFORMATION TECHNOLOGY

ONE CALL CONCEPTS	LOCATES	10.00
SECURITY EQUIPMENT	SERVICE LABOR	335.25
TJ CABLE	LOCATES	300.00
		<u>\$ 645.25</u>

WASTEWATER

AMAZON.COM, LLC	OFFICE SUPPLIES, PHONE CASES	391.15
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-FEB 2020	9,345.31
GRAINGER	FAN MOTOR	204.72
HDR ENGINEERING, INC	QUAIL CREEK LIFT STATION	401.26
HDR ENGINEERING, INC	PROFESSIONAL SERVICES-SEWER	1,343.08
MENARDS	PLUGS, TURNBUCKLES, BLOW GUN, MORTAR MIX, BATTERIES, COUPLERS, HELMETS	392.88
METLIFE GROUP BENEFITS	DENTAL INSURANCE-FEB 2020	227.45
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-2-6	769.59
OMAHA ELECTRIC SERVICE, INC	ELECTRICAL REPAIR-DANIELL LIFT STATION	808.60
USA BLUE BOOK	GAS SENSOR, AUTODIALER	931.12
UTILITY EQUIPMENT COMPANY	FLANGE	476.00
WESTLAKE ACE HARDWARE	VALVES, HOSE, PLUMBING SUPPLIES	83.57
		<u>\$ 15,374.73</u>

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT FEES-JAN 1-31, 2020	2,648.32
		<u>\$ 2,648.32</u>

G.O. BONDS

UMB BANK - TRUST OPERATIONS	SID 147 GORB SERIES 2018	14,001.25
UMB BANK - TRUST OPERATIONS	SID 180 GORB SERIES 2015	40,821.25
UMB BANK - TRUST OPERATIONS	SID 186 GORB SERIES 2017	12,397.50
UMB BANK - TRUST OPERATIONS	SID 208 GORB SERIES 2016	10,727.50
UMB BANK - TRUST OPERATIONS	SID 265 GORB SERIES 2019	21,486.25
UMB BANK - TRUST OPERATIONS	SID 279 GORB SERIES 2014	10,005.00
		<u>\$ 109,438.75</u>

TOTAL CLAIMS FOR MAR 3, 2020

\$ 1,102,967.55



Bellevue Annual Return on Investment

GOAL Create, grow and recruit businesses, jobs and investment in Sarpy County

Project Insight

1

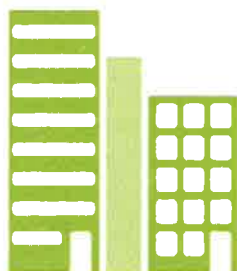
Landed Project
In Bellevue

Capital Investment
\$5,700,000

75 New Jobs
In Bellevue

2

Prospect Visits
In Bellevue



19

Opportunities
In Bellevue

Site Development Breakdown

23

Site and Building
Submissions
In Bellevue

\$1M

GOEDP facilitated the
purchase of 100 acres of
ground for Offutt AFB.

\$3,991

Total Due Diligence
\$\$ Spent on Wetland
Mitigation

In your Community

7 Business Retention and Expansion Meetings
24 Business and Community Interactions
6 Business Assistances
3 Speaking Engagements
7 Investor Relation Meetings
20 Site Development Meetings

SARPY COUNTY ECONOMIC DEVELOPMENT CORPORATION
2019 ANNUAL ECONOMIC INDICATORS REPORT



BUILDING PERMIT VALUATIONS						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2019	\$ 23,678,366	\$ 38,748,808	\$ 30,900,565	\$ 27,415,328	\$ 120,743,067
	2018	\$ 30,382,818	\$ 33,387,173	\$ 21,277,610	\$ 33,679,759	\$ 118,727,360
Bellevue	2019	\$ 18,351,453	\$ 44,755,840	\$ 50,464,879	\$ 23,046,512	\$ 136,618,684
	2018	\$ 84,815,947	\$ 31,375,472	\$ 23,596,987	\$ 21,265,612	\$ 161,054,018
Papillion	2019	\$ 41,526,867	\$ 76,074,927	\$ 704,057,757	\$ 317,894,405	\$ 1,139,553,956
	2018	\$ 31,997,175	\$ 302,294,475	\$ 153,780,244	\$ 50,265,908	\$ 538,337,802
La Vista	2019	\$ 4,547,303	\$ 15,696,049	\$ 10,539,780	\$ 5,549,333	\$ 36,332,465
	2018	\$ 12,211,283	\$ 22,955,540	\$ 18,319,850	\$ 1,545,892	\$ 55,032,565
Gretna	2019	\$ 16,910,464	\$ 11,936,296	\$ 11,367,583	\$ 12,760,150	\$ 52,974,493
	2018	\$ 7,835,541	\$ 10,368,195	\$ 11,692,204	\$ 6,497,074	\$ 36,393,014
Springfield	2019	\$ 1,522,428	\$ 879,656	\$ 2,207,427	\$ 2,669,674	\$ 7,279,185
	2018	\$ 1,602,523	\$ 1,797,704	\$ 1,971,936	\$ 2,690,513	\$ 8,062,676
TOTALS	2019	\$ 106,536,881	\$ 188,091,576	\$ 809,537,991	\$ 389,335,402	\$ 1,493,501,850
	2018	\$ 168,845,287	\$ 402,178,559	\$ 230,638,831	\$ 115,944,758	\$ 917,607,435

SINGLE FAMILY HOUSING PERMITS ISSUED						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2019	77	115	99	80	371
	2018	83	106	62	79	330
Bellevue	2019	26	46	55	40	167
	2018	42	53	32	23	150
Papillion	2019	44	54	82	68	248
	2018	84	64	78	49	275
La Vista	2019	0	0	1	2	3
	2018	2	3	0	1	6
Gretna	2019	21	15	31	36	103
	2018	24	42	29	22	117
Springfield	2019	5	3	6	9	23
	2018	5	7	8	9	29
TOTALS	2019	173	233	274	235	915
	2018	240	275	209	183	907

MULTI-FAMILY HOUSING PERMITS ISSUED (# OF UNITS)						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2019	0	0	0	22	22
	2018	0	0	0	0	0
Bellevue	2019	0	204	0	0	204
	2018	130	0	0	0	130
Papillion	2019	0	36	260	0	296
	2018	0	0	235	69	304
La Vista	2019	0	60	26	0	86
	2018	0	227	84	0	311
Gretna	2019	0	0	0	0	0
	2018	0	0	0	0	0
Springfield	2019	0	0	0	0	0
	2018	0	0	0	0	0
TOTALS	2019	0	300	286	22	608
	2018	130	227	319	69	745

SINGLE FAMILY HOUSING SUBDIVISIONS PLATTED (# OF LOTS)						
Community	Year	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD
Sarpy County	2019	0	0	59	285	344
	2018	0	0	267	0	267
Bellevue	2019	0	121	0	76	197
	2018	228	0	0	0	228
Papillion	2019	30	287	112	0	429
	2018	124	265	122	101	612
La Vista	2019	0	0	0	0	0
	2018	0	0	0	0	0
Gretna	2019	0	0	0	151	151
	2018	0	193	0	65	258
Springfield	2019	0	0	0	0	0
	2018	2	0	0	0	2
TOTALS	2019	30	408	171	512	1,121
	2018	354	458	389	166	1,367

SARPY COUNTY LABOR FORCE STATISTICS						
		Labor Force	Employment	Unemployment	Rate	
	January	93,772	91,136	2,636	2.8%	
	February	95,105	92,351	2,754	2.9%	
	March	95,120	92,230	2,890	3.0%	
	April	95,932	93,245	2,687	2.8%	
	May	96,534	93,740	2,794	2.9%	
	June	97,408	94,301	3,107	3.2%	
	July	99,343	96,307	3,036	3.1%	
	August	98,458	95,577	2,881	2.9%	
	September	97,157	94,456	2,701	2.8%	
	October	98,602	95,850	2,752	2.8%	
	November	97,797	95,192	2,605	2.7%	
	December	97,172	94,747	2,425	2.5%	

2019 ANNUAL ECONOMIC INDICATORS REPORT

MAJOR VALUATION PROJECTS (Over \$75,000)				
Project	Address/Location	Community	Valuation	Square Footage
Facebook	12421 Highway 50	Papillion	\$609,100,000	N/A
Google	14865 Gold Coast Road	Papillion	\$303,500,000	281,792
Papillion La Vista South (addition & renovation)	10799 Highway 370 EB	Papillion	\$19,120,000	N/A
Acute Care Hospital	529 Pinnacle Drive	Papillion	\$9,273,000	21,900
Papillion La Vista Elementary School	11740 South 120th Street	Papillion	\$8,800,000	55,139
Hy-Vee Fulfillment Center	11651 South 154th Street	Papillion	\$8,146,097	114,813
Trinity Lutheran Church	848 Gold Coast Road	Papillion	\$7,658,960	N/A
Pella Office	14478 Crest Road	Papillion	\$6,521,000	N/A
St. Columbkille School	224 East 5th Street	Papillion	\$6,500,000	N/A
Woodhouse Auto Family (footings and foundation)	7845 Nebraska Drive	Bellevue	\$6,500,000	N/A
Baxter Auto Group	14920 Crest Road	Papillion	\$5,874,025	54,564
MCL Construction (building & tenant finish)	14588 Portal Road	La Vista	\$5,131,193	34,746
Baxter Auto Group	14810 Crest Road	Papillion	\$4,568,729	49,353
Anderson Grove Elementary (renovation)	11820 South 37th Street	Bellevue	\$4,545,446	30,245
Huntington Park Care Center	1507 Gold Coast Road	Papillion	\$4,000,000	N/A
TJ Maxx/Homegoods	21143 Nebraska Crossing	Gretna	\$3,718,386	11,649
Seedorff Masonry, Inc.	19890 Ridgemont Street	Gretna	\$3,616,491	47,584
Aircraft Specialties Limited (footings and foundation)	9949 South 134th Street	Papillion	\$3,500,000	N/A
Metro Stars Gymnastics	11153 Cumberland Drive	Papillion	\$3,391,146	25,640
Planet Fitness	10622 South 15th Street	Bellevue	\$3,329,720	20,733
Flex Building Shell	10717 Virginia Plaza	Papillion	\$3,266,404	42,476
CLAAS Omaha	8401 South 132nd Street	La Vista	\$3,154,159	12,665
G Stanley Hall Elementary School	7600 South 72nd Street	La Vista	\$3,100,000	2,900
Paulsen Building Group	12005 Portal Road	La Vista	\$2,992,572	39,600
3D Storage	7016 South 104th Street	La Vista	\$2,800,000	40,310
Gretna High School (addition)	11335 South 204th Street	Gretna	\$2,626,372	17,377
Storage Facility (Phase 2)	12033 Valley Ridge Drive	Papillion	\$2,621,189	N/A
Bellevue Public Schools (renovation)	1200 West Mission Ave.	Bellevue	\$2,350,000	N/A
Kellogg Midwest Federal Credit Union	9618 Brentwood Drive	La Vista	\$2,245,000	7,120
Birchcrest Elementary School	1212 Fairfax Road	Bellevue	\$2,071,000	N/A
Woodhouse Lincoln	8652 south 145th Street	La Vista	\$1,811,317	31,940
JE Dunn	11650 South 145th Street	Papillion	\$1,750,000	N/A
Savanna Shores	2063 Creekside Drive	Papillion	\$1,645,660	21,400
Coreslab Structures	802 Allied Road	Bellevue	\$1,600,000	14,525
Mixed Use Building	20050 Hampton Drive	Gretna	\$1,594,038	12,000
ADIDAS	21407 Nebraska Crossing Drive	Gretna	\$1,487,066	15,114
Werner	14507 Frontier Road	Papillion	\$1,485,000	N/A
Multi Tenant Mixed Use Building	14181 South 220th Street	Gretna	\$1,428,000	13,125
Ditch Witch	14061 South 220th Street	Gretna	\$1,412,272	14,766
Sprouting Minds Daycare	11011 Cumberland Drive	Papillion	\$1,400,000	10,177
Walmart (remodel)	11350 Wickersham Boulevard	Sarpy	\$1,300,000	151,908
Hooters	12710 Westport Pkwy	La Vista	\$1,250,000	5,765
Premier Electric	20082 Hampton Drive	Gretna	\$1,229,849	34,800
Urban Prairie Landscaping	21926 Fowler Drive	Gretna	\$1,215,873	12,030
B Douglas	20816 Gruenther Road	Gretna	\$1,143,885	18,168
Warehouse Shell	11310 South 146th Street	Papillion	\$1,069,494	14,705
Alpine Village Apartments	7100 South 86th Street	La Vista	\$955,076	N/A
Werner Park	12356 Ballpark Way	Papillion	\$950,000	N/A
TNT Building	12221-12229 West Giles Road	La Vista	\$949,457	7,245
Merck Animal Health Warehouse (cooler)	10488 South 136th Street	Papillion	\$892,460	N/A
6 Bay Flex Building	21864 Platteview Road	Gretna	\$853,155	15,360
Industrial Building	11344 South 146th Street	Papillion	\$834,940	11,480

Project	Address/Location	Community	Valuation	Square Footage
ESU#3 (remodel)	6949 South 110th /Street	La Vista	\$800,000	N/A
Dogtopia	18920 Edna Street	Sarpy	\$728,319	12,809
Hy-Vee	10004 South 152nd Street	Sarpy	\$724,242	N/A
Burlington Department	7825 Towne Center Parkway	Papillion	\$712,913	N/A
Dentist Office	10983 Cumberland Drive	Papillion	\$697,130	N/A
6 Bay Flex Building	21864 Platteview Road	Gretna	\$676,339	11,520
6 Bay Flex Building	21858 Platteview Road	Gretna	\$776,339	11,520
Rotella's Italian Bakery	10608 Gertrude Street	La Vista	\$658,000	4,140
Panera	848 Cornhusker Road Bay 106	Bellevue	\$623,250	4,480
Multiple Tenant Bay	21864 Platteview Road	Gretna	\$601,676	5,739
Baxter Auto Group	14920 Crest Road	Papillion	\$600,000	N/A
Hail Protection Canopy Carports	14810 Crest Road	Papillion	\$600,000	N/A
Tree Top Therapy	913 Village Square	Gretna	\$573,894	5,474
Strip Mall	11476 South 72nd Street	Papillion	\$565,273	N/A
InterTech Auto Body	208 West Gruenther Road	Gretna	\$563,018	8,800
Apartments at Lux 96	1001 West 6th Street	Papillion	\$547,921	N/A
Northern Natural Gas Company	8305 Cedar Island Road	Bellevue	\$513,906	N/A
QuickTrip	11626 Virginia Plaza	La Vista	\$475,000	4,977
Wolf Creek Apartments Clubhouse	10712 South 15th Street	Bellevue	\$459,835	3,771
Tecovas	21317 Nebraska Crossing Drive	Gretna	\$441,574	4,488
Kocian Family Dental	20024 Glenmore Drive, Suite 105	Gretna	\$440,328	3,360
Casey's General Store	7724 South 22nd Street	Bellevue	\$437,528	4,817
Pinnacle Bank	1100 Park Drive	Springfield	\$418,686	3,919
Level III Communications	1514 Chandler Road	Bellevue	\$408,000	N/A
Casey's General Store	15611 Harrison Street	Sarpy	\$395,167	N/A
Vala's Pumpkin Patch	12102 South 180th Street	Sarpy	\$373,160	N/A
Gretna Elementary School (addition)	801 South Street	Gretna	\$347,564	3,478
Baseball Training	9753 South 140th Street	Papillion	\$332,160	6,000
City Glass	12201 Cary Circle	La Vista	\$330,000	7,130
Pointview Vision	9412 Giles Road	La Vista	\$322,500	7,255
Gretna Bus Barn	21710 Schram Road	Gretna	\$299,088	6,200
Redberry Innovations	631 South 1st Street	Springfield	\$286,859	2,688
Walmart (remodel)	9460 Giles Road	La Vista	\$250,000	N/A
Galaxy Ventures	1720 Galvin Road	Bellevue	\$249,418	1,972
Scooter's Coffee	9513 South 144th Street	Sarpy	\$248,013	1,980
Merrell	Nebraska Crossing	Gretna	\$245,900	2,500
Eyeconic Vision	11844 Standing Stone Drive, Suite 100	Gretna	\$240,504	2,294
Natural Northern Gas Company (remodel)	8300 Cedar Island Road	Bellevue	\$239,000	N/A
Sperry	Nebraska Crossing	Gretna	\$238,644	2,426
Casey's General Store	9911 South 71st Ave.	Papillion	\$220,000	N/A
Papillion La Vista Schools	10520 South 123rd Ave.	Papillion	\$205,093	N/A
Heights Draft House	7861 Main Street, Suite H	La Vista	\$202,500	2,700
City Ventures - Skywalk	7865 Main Street	La Vista	\$200,000	N/A
Lockheed (remodel)	4502 Maass Road, Suite 250	Bellevue	\$200,000	N/A
Blackrock Transportation	10811 South 204th Circle, Suite 4	Gretna	\$199,920	2,100
Athletico Physical Therapy	16918 Morgan Ave., Suite 11	Sarpy	\$187,783	2,640
Tommy Hilfiger	Nebraska Crossing	Gretna	\$184,735	7,512
PepperJax	21351 Nebraska Crossing Drive, Suite 109	Gretna	\$184,611	1,940
Dollar Tree	10515 South 15th Street, Bay 103	Bellevue	\$182,235	12,149
Casey's General Store	8409 South 168th Avenue	Sarpy	\$181,739	4,608
Five Below	7809 Towne Center Parkway	Papillion	\$180,023	N/A
Overland Hills Church (remodel)	707 Gruenther Street	Papillion	\$180,000	N/A
Float District- A Wellness Destination	12744 Westport Parkway 1 F	La Vista	\$171,224	1,808
FM Lift Pro	10421 Chandler Circle	La Vista	\$166,000	3,600
Real Estate Office	10914 Cumberland Drive	Papillion	\$163,999	3,580
Citizens State Bank	754 Gold Coast Drive	Papillion	\$163,852	N/A
Walmart (remodel)	10504 South 15th Street	Bellevue	\$158,738	204,755
Progressive Casualty Insurance (remodel)	11820 Harrison Street	La Vista	\$150,001	17,000
Verizon (remodel)	11651 South 73rd Street	Papillion	\$150,000	N/A

Project	Address/Location	Community	Valuation	Square Footage
Gordmans	8701 South 126th Street	La Vista	\$150,000	175,000
Inspro Insurance	12329 Southport Parkway, Suite 100	La Vista	\$150,000	6,668
Columbia Insurance	12329 Southport Parkway Suite 200	La Vista	\$150,000	10,000
Serenity Dental	12221-12229 West Giles Road	La Vista	\$150,000	7,245
Shopko Optical	848 Cornhusker Road, Suite 105	Bellevue	\$150,000	2,125
Walz Masonry (tf/addition/remodel)	17610 Storage Road	Sarpy	\$147,957	N/A
Premier Family Medicine (tenant finish)	249 Olson Drive	Papillion	\$142,000	N/A
Olsen Enterprises (tf/addition/remodel)	9819 South 168th Ave. Lot 6B	Sarpy	\$141,851	N/A
Midlands Scientific	10651 Chandler Road, Suite 103	La Vista	\$141,275	N/A
KLC Logistics	9829 South 168th Avenue, Suite 4E	Sarpy	\$140,638	2,320
Certi-Fit Auto Body Parts	14472 Gold Coast Road	Papillion	\$140,000	N/A
Verizon Media (remodel)	10531 South 15th Street, Suite 103	Bellevue	\$132,784	N/A
Quench Wine Distributing	12005 Centennial Road	La Vista	\$130,000	30,576
Vineyard Vines	21317 Nebraska Crossing Drive #E147	Gretna	\$124,041	2,369
R&R Commerce Park	14472 Gold Coast Road	Papillion	\$120,000	N/A
Soleil Nails	9815 Giles Road	La Vista	\$115,000	N/A
Forged Woodworks	631 South 1st Street, Bay 1	Springfield	\$114,198	672
Atlas MFG.	10651 Chandler Road	La Vista	\$112,879	7,500
Sortino Transportation	8951 South 126th Street	La Vista	\$111,700	N/A
Central Sales Lighting	6940 South 108th Street	La Vista	\$100,000	6,000
Cornerstone Christian School	1001 Fort Crook Road, Bay 100	Bellevue	\$100,000	61,116
Electrical Reliability Services	9753 South 140th Street	Papillion	\$100,000	N/A
Chiropractor	9819 South 168th Avenue, Suite 6C	Sarpy	\$95,900	1,582
Quality Care Chiropractic	11314 Wickersham Boulevard, Suite 500	Sarpy	\$93,533	1,461
JFC Financial Services	9849 South 168th Ave.	Sarpy	\$90,869	N/A
Specialized Air (tf/addition/remodel)	9819 South 168th Ave. Lot 6A	Sarpy	\$90,323	N/A
Casey's General Store	7828 South 123rd Plaza	La Vista	\$90,000	5,036
Auto Repair	635 South 1st Street, Bay 13	Springfield	\$86,623	144
Nebraska Hoise and Crane addition	13973 Valley Ridge Drive	Papillion	\$85,866	N/A
Metro West Dental Clinic	12225 West Giles Road	La Vista	\$85,000	3,437
Feick Child Care Center	1214 North Monroe Street	Papillion	\$80,000	N/A
Barger Building	11415 Centennial Road, Bay 1	La Vista	\$80,000	23,564
Viva Suites	701 Pinnacle Drive	Papillion	\$79,709	1,740

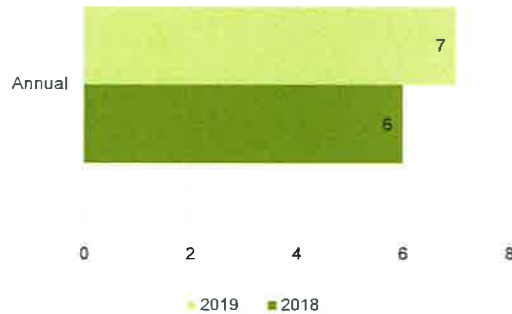


2019 Annual Progress Report

GOAL Create, grow and recruit businesses, jobs and investment in Sarpy County

Landed Projects

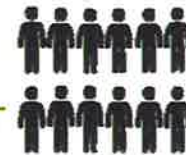
Number of Landed Projects



Capital Investment
\$738,426,859

Total Jobs
427

387 New Jobs | 40 Retained Jobs



Project Pipeline

35 Opportunities

29 New to Market | 6 Existing Business



■ New to Market / Start Up ■ Retention / Expansion

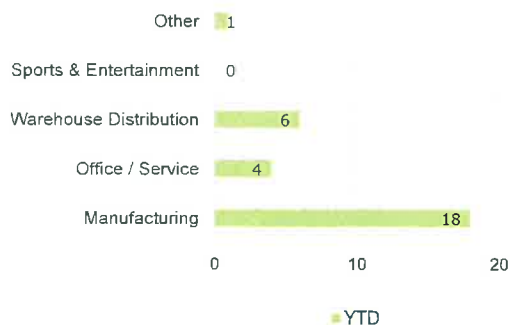
5 Prospect Visits



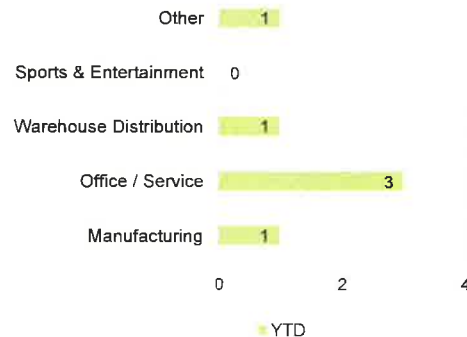
45 Existing Business Visits | Goal: 50 Existing Business Visits
27 Business Assistances

Project Type

New to Market

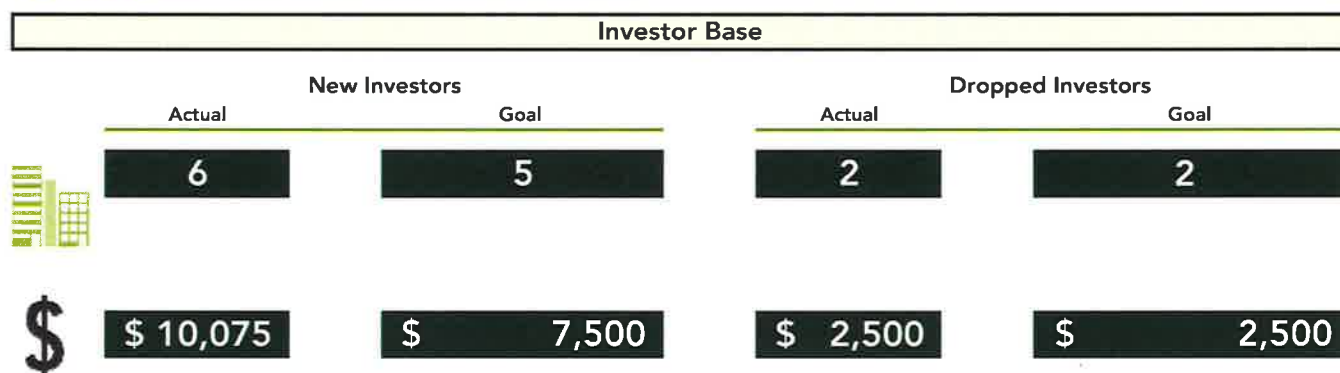


Retention Expansion



GOAL

Deliver relevant and high quality investor programs, events, services and information



Event Engagement

Events

- Annual Meeting
- Board Meetings
- Membership Meetings
- VIP Reception
- Happy Hours



Board Members & Members Participation

Annual Meeting: 264 attendees
 Board Meetings: 118 attendees
 Investor Meetings: 163 attendees
 VIP Reception: 60 attendees
 Committee Meetings: 136 attendees
 Happy Hours: 66 attendees

Organizational Resources

Revenue

\$319,815

- Private Investments
- Public Investments
- Events
- Other Income



Expenses

\$391,255

- Salaries/Fringe Benefits
- Meals/Entertainment
- Professional & Legal Fees
- Project Investments
- Events/Meetings
- Training and Registrations
- Travel/Lodging
- Dues & Subscriptions
- Operations



Total Revenue Budget: \$355,275

Total Expense Budget: \$448,438

Strategic Meetings

Speaking Engagements	37
Site Investigation & Development TAG Meetings	49
Investor Relation Meetings	29
Business/Community Interactions	168

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

**8a.
3/3/2020**

COUNCIL MEETING DATE: 3.3.20		SUBMITTED BY: Administration		
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:

Approve the Collective Bargaining Agreement between the Bellevue Police Officers Association Fraternal Order of Police Lodge 59 and the City of Bellevue for the contract year October 1, 2019 - September 30, 2021.

SYNOPSIS/BACKGROUND:

The BPOA and the City negotiated a proposed contract for the term of October 1, 2019 through September 30, 2021 and is presenting the same to the City Council for review and approval of the same.

FISCAL IMPACT: \$800,000 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: BPOA	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: CBA between the City and BPOA		
CONTRACT EFFECTIVE DATE: 10.1.19	CONTRACT TERM: 2 years	CONTRACT END DATE: 9.30.21
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Approve the Agreement Between the City of Bellevue, Nebraska and the Bellevue Police Officers Association Fraternal Order of Police Lodge 59 for the term October 1, 2019 through September 30, 2021.

ATTACHMENTS:

1. Redlined Proposed Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Brey Rollins
Mark Elbert

AGREEMENT BETWEEN

THE CITY OF BELLEVUE, NEBRASKA

AND

THE BELLEVUE POLICE OFFICERS ASSOCIATION

FRATERNAL ORDER OF POLICE LODGE 59

October 1, 20198 – September 30, 20192021

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PREAMBLE

This Agreement, between the City of Bellevue, Nebraska, hereinafter referred to as the "City" and the Bellevue Police Officers Association/FOP Lodge 59, hereinafter referred to as the "BPOA," is entered into to promote and strive to maintain a working agreement between the City and the BPOA.

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, the following **workswords**, terms, and phrases shall be construed in accordance with the definitions hereinafter assigned to them unless the context in which the same shall be used would otherwise require a different definition,

- A. "BPOA" shall mean the Bellevue Police Officers Association/FOP Lodge 59.
- B. "BPOA Officers" shall mean the President, Vice President, and Secretary of the BPOA.
- C. "BPOA Officials" shall mean BPOA Officers and Association Board of Directors
- D. "Chief" shall mean the duly authorized and designated Chief or acting Chief of the Department.
- E. "City" shall mean the City of Bellevue, Nebraska.
- F. "City Administrator" shall mean the duly appointed City Administrator of the City of Bellevue.
- G. "Civil Service Commission" shall mean a civil service commission created pursuant to the Nebraska Civil Service Act.
- H. "Department" shall mean the Police Department of the City of Bellevue, Nebraska and its authorized representatives.
- I. "Employee(s)" shall mean full-time employees of the Police Department of the City of Bellevue, Nebraska, including and limited to the Police Officers and Police Sergeants (excluding the Employee assigned as the Professional Standards Officer and Administrative Services Officer).
- J. "Mayor" shall mean the duly-elected or acting Mayor of the City of Bellevue.
- K. "Personnel Rules and Regulations" shall mean the City of Bellevue Employee Handbook and the Police Department Rules & Regulations.
- L. "Contract Years" shall mean the time period commencing on **October 1, 2019** and ending on **September 30, 2021**.
- M. ~~The remaining contract years shall commence on October 1st and end on September 30th of the following year.~~

ARTICLE 2

BPOA RECOGNITION

The City recognizes the BPOA as the sole and exclusive collective bargaining representative of the Employees. The recognition is granted pursuant to Nebraska Revised Statute 48-801 et seq. 48-816 Nebraska R.S. Supp. 1982.

ARTICLE 3

MANAGEMENT RIGHTS

- SECTION 1.** Except where limited by express provisions elsewhere in this Agreement, the City retains the sole and exclusive right to exercise all management rights or functions. The exercise of management rights by the City is not subject to prior notice, discussion or negotiation with the Union. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers, and the authority of the City as granted to it under Nebraska law and City ordinances. These rights, power, and authority include, but are not limited to the following:
1. To determine, effect, and implement the objectives and goals of the City.
 2. To manage and supervise all operations and functions of the City.
 3. To establish, allocate, schedule, assign, modify, change, any operations, work shifts, and working hours, including the determination of the number of actual hours to be worked in any day, week or shift.
 4. To schedule employees for work in any given work week on days which are not consecutive.
 5. To determine the number of employees necessary to operate any department, classification, or division.
 6. To determine the management organization for each department.
 7. To select who will be hired or not hired.
 8. To determine the knowledge, skill, qualifications and other abilities necessary for employees.
 9. To establish and revise safety standards.
 10. To decide where or when training on a particular operation or job is required, how much training is required, and the right to move, retrain and transfer employees.
 11. To establish or modify job duties and classifications.
 12. To establish, modify, change and discontinue performance standards, including quality standards.
 13. To examine, classify, promote transfer, assign, and retain employees; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds.
 14. To determine, establish, set and implement policies for the selection, training, and promotion of employees.
 15. To create, establish, change, modify, subcontract, merge, sell and discontinue any City function, operation, and department.
 16. To establish, implement, modify, and change financial policies, accounting procedures, price of services, public relations and procedures and policies for the safety, health, and protection of City property and personnel.
 17. To adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any

provisions of the Agreement, including policies governing attendance, substance abuse, drug or alcohol testing, and to establish the disciplinary consequences of violations.

18. To establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery.
19. To determine the size and character of inventories and their disposal.
20. To determine and enforce employee's quality and quantity standards.
21. To engage consultants for any function or operation of the City.
22. To sell, transfer, lease, rent or otherwise dispose of City equipment, inventories, tools, machinery, or any other type of property or service.
23. To establish, adopt, modify, change, and discontinue any type of licensed processes, production, maintenance, service, or distribution methods or facilities.
24. To control and the use of property, machinery, inventories, and equipment owned, leased, or borrowed by the City.
25. To determine which services are to be rendered, supplied, or discontinued.
26. To establish, implement, change, modify, adjust, and discontinue any process, technique, method, or service, and the type of machinery or equipment to be used or operated by the City or any contractor or subcontractor.
27. To determine the location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and to relocate departments, divisions, subdivisions, locations, and to close and discontinue same.
28. To classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.

SECTION 2. The listing of the foregoing management rights will not be deemed to exclude other rights of management not specifically listed. Any other right relating to management of the City's business and the direction of the work force, which the City has not specifically abridged, delegated, or modified by this Agreement, whether or not the City had made use of such power, function, authority and right prior to execution of this Agreement, is specifically retained by the City.

SECTION 3. The City's failure to exercise any power, function, authority, or right in a particular way will not be deemed a waiver of the City right to exercise such power, function, authority, or right in a different manner, or preclude the City from exercising such power, function, authority or right in the future.

SECTION 4. In the event of any ambiguity between this Article and another Article of this Agreement, the terms of this Article will control. The City's exercise of its management rights will not be subject to the grievance and arbitration provisions of this Agreement.

SECTION 5.

This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the contract.

ARTICLE 4

CHECK OFF

- SECTION 1 The City shall deduct regular monthly BPOA dues from the pay of each Employee, provided that at the time of such deduction the City has a current written assignment, executed by the Employee, in the form of the authorization form set out in Appendix I. Such authorization may be revoked by the Employee at any time by giving written notice thereof to the City Human Resources Division of the Administrative Services Department.
- SECTION 2 Previously-signed Employee authorizations shall continue to be effective as to Employees reinstated following layoff, leave of absence or suspension not exceeding 60 days; in the event 60 days is exceeded, then previous authorizations shall not be considered to be effective and a new one must be signed.
- SECTION 3 Such authorized deductions will be made, each pay period of each calendar month and will within ten (10) days be remitted by the City to the BPOA bank account. The City ~~will~~ ~~was~~ notify the BPOA Treasurer of the amount of each deposit.
- SECTION 4 At the time of execution of the Agreement, the BPOA shall advise the City in writing of the exact amount of regular monthly BPOA dues. If, subsequently, the BPOA requests the City to deduct additional monthly BPOA dues, such requests shall be effective only upon written assurance by the BPOA to the City that amounts are regular monthly BPOA dues, duly approved in accordance with the BPOA's constitution and bylaws.
- SECTION 5 The City agrees to provide this service without charge to the BPOA.
- SECTION 6 The City shall not be liable for any mistakes. The City and the BPOA shall work together to correct mistakes. Amounts deducted by mistake will be corrected the next deduction period.

ARTICLE 5

BULLETIN BOARDS AND MESSAGE BOXES

- SECTION 1** The BPOA shall use one bulletin board, designated by the Chief, at each assembly area for posting of BPOA meetings, elections, report of committees, and any other notices or announcements that would be of benefit or interest to the Employees.
- SECTION 2** Posted notices shall not contain anything political, discriminatory, or anything reflecting adversely upon the City or its Employees.
- SECTION 3** The City will permit the distribution in each Employee's designated message box, of reports of BPOA committees and other notices or announcements of interest to the Employees.
- SECTION 4** The BPOA shall be entitled to use the Department's mailing address and non-emergency telephone number in the conduct of BPOA business with appropriate compensation to the City for long distance phone calls.

ARTICLE 6

BPOA BUSINESS

- SECTION 1 The City agrees to place members of the BPOA team, not exceeding three (3) in number, on special duty while collective bargaining meetings are being conducted. Team members shall not be required to report for his/her respective duty shift on the same day on which the meeting is held, provided that the meeting lasts for more than four (4) hours, including preparation time needed.
- SECTION 2 BPOA Officers and/or officials, not exceeding two (2) in number, shall be granted leave from duty without pay for the purpose of attending BPOA business meetings, conventions, education conferences or conducting other BPOA business. Such leave shall be subject to approval by the Chief of a written request by the BPOA no less than one week in advance of the requested leave date.
- SECTION 3 BPOA Officers and/or officials may utilize up to a total bank of one hundred and fifty (150) hours ~~four hundred fifty (450) hours~~ of documented paid leave time for conducting BPOA business per calendar year. The 150 hours expires on October 1st of each year of this agreement and hours may not be carried over into the next year. ~~during the duration of this Agreement.~~ The paid leave time entitlement in this section is separate and distinct from the entitlement provided for in Section 1 above. For purposes of this section, "BPOA business" shall be defined as any time an Officer and/or Official performs duties for and/or on behalf of the union (e.g. acts as a representative for the union or represents a member of the union in meetings, depositions, grievance hearings, arbitration and/or Loudermill hearings, attending BPOA business meetings or conferences/conventions, preparing BPOA business materials, etc.) All paid leave time must be documented in the City's timekeeping system.
- SECTION 4 The BPOA shall notify the City Administrator in writing of the names of BPOA Officers ~~and/or~~ officials within seven (7) calendar days after each BPOA election, resignation, removal or appointment of BPOA Officers and/or officials.

ARTICLE 7

HOURS OF WORK AND DUTY SHIFTS

SECTION 1

When assigned to an eight (8) hour work shift, eight (8) full hours shall constitute one (1) work day and five (5) consecutive work days shall constitute one (1) work week.

When assigned to a ten (10) hour work shift, ten (10) full hours shall constitute one (1) work day and four (4) consecutive work days shall constitute one (1) work week.

When assigned to a twelve (12) hour work shift, twelve (12) full hours shall constitute one (1) work day and eighty (80) hours shall constitute two (2) work weeks.

See Appendix III for Work Schedule.

SECTION 2

The City shall make a reasonable effort to permit an Employee a one (1) hour meal period for each eight (8) hour work shift, a one (1) hour meal period for each ten (10) hour work shift, and a one (1) hour meal period for each twelve (12) hour work shift.

The City shall make a reasonable effort to permit Employees two (2) fifteen (15) minute breaks per eight (8) hour work shift, two (2) seventeen and one-half (17 ½) minute breaks per ten (10) hour work shift, and two (2) thirty (30) minute breaks per twelve (12) hour work shift.

The Department retains the right to direct Employees during meal and break periods.

The meal period and break periods are paid as hours worked and no additional hours worked shall accrue, if an Employee is required to return to duty during a meal or break period.

ARTICLE 7

(continued)

SECTION 3

Flex time shall be defined as one for one compensation. Flex time shall only be used for the following reasons:

- a. To compensate an employee for non-mandatory training and travel time that does not occur on the Employee's regular work days.
- b. To compensate an employee who is asked and agrees to work a non-mandatory training assignment, where the employee is the instructor.

The Employee may agree to flex time that falls outside the normal parameters of the overtime article with the approval of the shift commander. Example: An Employee works two (2) hours for a court appearance at 1300 hours, and wishes to flex the two (2) hours at the beginning of his/her shift that starts at 1900 hours.

All flex time must be used in the same cycle as it is earned or as approved by the Chief of Police.

ARTICLE 8

ATTENDANCE IN COURT, CONFERENCES, AND OTHER MEETINGS

- SECTION 1 Any off-duty Employee required to attend, in any official capacity directly related to his/her official duties, (e.g. a case pending in the municipal court, juvenile court, county court, district court, grand jury proceedings, conferences with the City or ~~of~~ County, State or Federal Government, or any of the subdivisions or agencies thereof) shall be entitled to a minimum of two (2) hours Overtime Pay for each appearance.
- SECTION 2 If an Employee is testifying in other litigation to which the Employee is a party, the Employee shall not be granted leave as described in Section 1 above, but may use vacation leave or compensatory time or may be granted leave without pay for the length of such service.
- SECTION 3 An Employee subpoenaed for any event shall present to his/her supervisor the original subpoena within two (2) days after Employee receives same.

ARTICLE 9

OVERTIME AND CALL BACK PAY

SECTION 1

Overtime pay: 8 Hour Shift - Work performed by Employees in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the number of hours worked in excess of eight (8) hours per day or forty (40) hours per week. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of eight (8) hours per day or forty (40) hours per week for all Employees. Holidays (not worked) and paid leave time shall not be considered hours worked for the purpose of computing Overtime Pay.

Overtime Pay: 10 Hour Shift - Work performed by Employees in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the number of hours worked in excess of ten (10) hours per day or forty (40) hours per week. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of ten (10) hours per day or forty (40) hours per week for all employees. Holidays (not worked) and paid leave shall not be considered hours worked for the purpose of computing Overtime Pay.

Overtime Pay: 12 Hour Shift - Work performed by Employees in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the number of hours worked in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle. For the purpose of this Agreement, this Article shall be construed and interpreted as requiring payment of overtime hours worked in excess of twelve (12) hours per day or eighty (80) hours per two (2) week work cycle for all affected employees. Holidays (not worked) and paid leave shall not be considered hours worked for the purpose of computing Overtime Pay.

SECTION 2

If an Employee is called to duty during the Employee's off duty time and such time does not coincide with the Employee's scheduled tour of duty, such Employee shall be paid for the off hours worked at the rate of time and one-half ($1\frac{1}{2}$) times the Employee's regular rate of pay for each hour of off duty time worked. The Employee shall be paid for a minimum of two (2) hours for any overtime callback.

ARTICLE 9

(continued)

SECTION 3 Employees required to be on call or standby duty shall receive the following pay:

Eight (8) Hour Shifts - One (1) hour of regular pay for every eight (8) hours or portion of eight (8) hours said Employee is on standby duty.

Ten (10) Hour Shifts - One and one-quarter (1¼) hours regular pay for every ten (10) hours or portion of ten (10) hours said Employee is on standby.

Twelve (12) Hour Shifts - One and one-half (1½) hours regular pay for every twelve (12) hours or portion of twelve (12) hours said Employee is on standby.

SECTION 4 Employees shall have the option of receiving Overtime compensation either as compensatory time or in cash; provided compensatory time earned shall not exceed 160 hours and additional Overtime shall be compensated in cash at the next regular payroll. Accumulated compensatory time shall be used within each contract year wherein it was earned, and cannot be carried forward to the next contract year. Any accumulated compensatory time not used within the contract year shall be paid to the Employee in cash at the first regular payroll period in the next scheduled contract year.

ARTICLE 10

HOLIDAYS

SECTION 1 The following, together with any other days that may be so designated by the City, shall be paid holidays for Employees ("Holiday"):

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans Day
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. Christmas Day
11. One (1) Floating Holiday
12. Employee's Birthday (per respective Employee)

SECTION 2 The Holiday shall be observed on the same day the City observes it. An Employee's birthday shall be observed on a day chosen by the employee during the employee's birthday month.

SECTION 3 An Employee required to work on a Holiday shall be compensated at the Overtime rate for the actual number of hours worked, in addition to his/her regular pay.

Except for the Employee's birthday, the Employee will have the choice to convert Holiday pay to Holiday compensatory time to be computed at Overtime rate. Such Holiday compensatory time shall be treated the same as vacation time off.

SECTION 4 Employees who work the official Holiday, and also the City-recognized Holiday, will receive Holiday benefits only for the day that the City observes the Holiday. If the Employee works the official holiday, but not the City-recognized holiday, then the employee will receive holiday benefits on the day worked.

SECTION 5 The Floating Holiday may be any full day chosen by an employee to engage in personal business activity, to observe a day of special significance, or to extend vacation or sick leave by one day.

- SECTION 6 Whenever a holiday occurs during an employee's regularly scheduled day off, such employee shall be compensated by the number of hours related to his/her respective hourly shift (8, 10, 12) at his/her regular rate of pay.
- SECTION 7 Hours worked, in addition to the employee's regular holiday shift, shall be paid at a rate of two and one-half ($2\frac{1}{2}$) times the employee's regular rate of pay.
- SECTION 8 A holiday, for time worked, shall be comprised of one twenty-four (24) hour period commencing at 12:00 A.M. midnight and ending the following 12:00 A.M. midnight.

ARTICLE 11

VACATION

SECTION 1

The City shall compensate full-time employees with paid vacation as set forth in this Article. Vacation shall be computed monthly beginning from the first day following the calendar month of full-time employment with the Police Department for use by the employee as it is earned for each employee as follows:

<u>Years of Department Employment</u>	<u>Monthly Hours of Vacation</u>
Beginning of 1 year Department employment	8 hours
Beginning of 5 years Department of employment	11 hours
Beginning of 10 years Department of employment	14.33 hours
Beginning of 15 years Department of employment	16 hours
Beginning of 20 years Department of employment	17.66 hours
Beginning 25 years; Department of employment	21 hours

SECTION 2

Settlement of Accrued Vacation: Upon separation of service with the City, the employee or the employee's beneficiary or estate shall be promptly paid all accumulated vacation computed on the basis of the employee's regular pay as of the employee's last day of employment.

SECTION 3

~~One-third (1/3) the total number of employees assigned to any one work unit, team or section (as defined by the Chief) may be absent from duty due to vacation, compensatory time off, sick leave, worker compensation, or any other situation requiring a unit, team or section employee to be absent from his or her regular scheduled duty assignment. Employees assigned to the road patrol may be absent from duty due to vacation, compensatory time off, sick leave, worker compensation, or any other situation requiring a unit, team or section employee to be absent from his or her regular scheduled duty assignment so long as the minimum staffing levels are met. For purposes of this article, "minimum staffing" is defined as 8 officers/sergeants. Such~~ requests shall be submitted to the unit, team or section supervisor for approval. Employees shall submit a request for vacation time off to their immediate supervisor

up to 12 months in advance of the requested time off. Vacation time off shall not be based upon seniority. In the event the one-third (1/3) number of employees requesting time off equals a fraction, the number of employees shall be rounded up to the next high number. In the event vacation leave is denied after an employee requests the leave at least 15 days in advance, no more than two employees per workgroup (A-D) per payroll period shall have the right to receive the cash value of the requested leave, payable in the pay period in which the vacation time was requested. If an employee is serving an unpaid suspension, they will not be eligible for the vacation payout provision during the payroll period of which the suspension date(s) fall.

SECTION 4

On September 30th of each year, Employees whose vacation leave balance equals or exceeds 160 hours will not be eligible to earn additional vacation leave until they reduce their total vacation leave balance below 160 hours.

SECTION 5

Employees shall be permitted to request a cash in of up to forty (40) hours of vacation time one time annually (within October 1st- September 30th).

ARTICLE 12

SICK LEAVE

SECTION 1

"SICK LEAVE WITH PAY":

A. Employees Hired Before October 1, 2012. Sick leave with pay shall be earned and accrued at the rate of twelve (12) hours for each full month of Department employment. An unlimited number of hours of sick leave may be accumulated. Subject to all provisions of section 4A below, the maximum cash payout upon separation shall not exceed 960 hours when eligible.

B. Employees hired on or after October 1, 2012. Sick leave with pay shall be earned and accrued at a rate of eight (8) hours for each full month of Department employment. Subject to all provisions of Section 4B below, there shall be a maximum amount of accumulated sick leave of 960 hours and the maximum cash payout upon separation shall not exceed 480 hours when eligible.

~~C. Sick leave with pay shall be earned and accrued at the rate of twelve (12) hours for each full month of Department employment. An unlimited number of hours of sick leave may be accumulated.~~ Sick leave with pay must be earned before it can be taken; advancing sick leave is prohibited. Employees may utilize their allowance of sick leave when unable to perform their work duties by reason of personal illness, non-compensable bodily injury, pregnancy, or disease or exposure to contagious disease under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Sick leave with pay may also be taken to keep medical or dental appointments. It may also be granted for illness in the household of the employee. It may also be granted for illness of the employee's immediate family wherein the employee's attendance is necessary to assist or provide the care for the immediate family member or where the immediate family member is suffering a medical emergency. For purposes of a "medical emergency" factors to be considered will include medical or behavioral conditions, the onset of which is sudden and manifests itself by symptoms of sufficient severity, including severe pain that warrants hospitalization or a condition placing the health of the afflicted person in a life-threatening position, or the employee's immediate family when the employee's attendance is required. Sick leave may be taken when an employee is on official duty for a period in excess of four (4) hours over and above a regular work shift excluding voluntary overtime. Sick leave may only be used in minimum increments of one (1) hour for the first hour used.

~~Employees hired on or after October 1, 2012 shall earn sick leave at a rate of eight (8) hours for each full month of Department employment.~~

~~Subject to Section 4B below, there shall be a maximum amount of accumulated sick leave of 960 hours.~~

SECTION 2 When an employee desires to utilize sick leave, the employee shall notify the Department immediately. An employee must keep the Chief informed of his/her condition. An employee may be required by the Chief to submit a medical record or certificate from a licensed physician or other health care professional for any absence in excess of six (6) sick leave days. Failure to fulfill these requirements may result in denial of sick leave.

SECTION 3 The City Administrator or the Department may investigate any sick leave taken by an employee. False or fraudulent sick leave may be cause for disciplinary action and may result in dismissal.

SECTION 4 A - Employees Hired Before October 1, 2012: Employees who resign or retire from the City in good standing and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be one-half (½) of the accumulated sick leave not to exceed the maximum of nine hundred sixty (960) hours pay at the employee's regular pay at the time of retirement or resignation. In the event of the employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary.

B - Employees Hired On or After October 1, 2012. Employees hired on or after October 1, 2012 who resign or retire from the City in good standing and who have at least five (5) years of service shall receive a cash payout for accumulated sick leave, provided, however, such cash payout shall be only for one-half the accumulated hours of sick leave not to exceed the maximum cash payout in the amount of four hundred eighty (480) cash hours. The cash payout shall be at the Employee's regular rate of pay at the time of separation. In the event of the Employee's death outside the line of duty, this benefit shall apply to the employee's designated beneficiary.

C - If an employee, regardless of years of service, suffers death as a result of an injury or illness that arose as a direct result of the employee's performance of his or her duties, the City will pay out 100% of the employee's sick leave to the spouse or dependents of the employee or to the employee's estate if no spouse or dependent(s) are known to the City.

SECTION 5 In the event the employee has an extended injury/illness and has exhausted all sick, compensatory and vacation time, members of the BPOA shall be allowed to donate their personal sick time in the amount of forty (40) hours per occurrence to assist said employee. Sick leave donations will only be used after all earned time off (including vacation,

compensatory, and sick leave) has been exhausted by the employee in need. Once the occurrence ends (e.g. the employee returns to duty) all unused sick time donations will be distributed proportionately back to the donors.

ARTICLE 13

UNIFORM AND EQUIPMENT

SECTION 1

Prior to a new employee entering the Field Training Program, the City shall provide the employee the following new or quarter mastered items; based upon the uniforms of the season, in accordance with the Department Standard Operating Procedure, Officers shall be issued the remainder of the uniform items prior to the next change of uniform.

1. *(1) hat
2. 1) winter weight coat
3. (2) winter weight shirts (2) summer weight shirts
4. (2) ties
5. (3) pair of trousers
6. (1) raincoat
7. (1) pair of footwear (boots or shoes)
8. Complete set of duty leather, *shield, *hat badge, ID card and wallet
9. *Body armor
10. *Briefcase
11. *Ticket book holder
12. *Report holder
13. One pair winter gloves
14. *Chemical agent
15. *Baton

The Department may regulate on-duty attire of employees assigned to non-uniform positions. Employees shall also be eligible for the uniform and equipment allowance set forth in Section 4 of this Article.

Employees may be permitted to wear baseball style caps (hereinafter "caps") as part of the Class B Uniform. The cap must be uniform in design and style and approved by the Chief of Police. The employee is responsible for the purchase of their own cap(s). Caps must be worn forward facing only, unless tactically required to wear it differently.

SECTION 2

~~Employees, upon termination of employment with the City, shall surrender to the City all items provided to the employee pursuant to Section 1 of this Article which have been purchased by the City and documented in City records as of November, 1986.~~

Employees upon separation of employment with the City, shall turn in items marked with an (*) asterisk pursuant to Section 1 of this Article, along with any City owned equipment and City owned firearms in their possession.

If an employee doesn't successfully complete the Field Training Program, that employee will return all items issued to them by the City/Department, upon separation.

SECTION 3

In the event uniforms or equipment provided pursuant to this Article are damaged or lost in the performance of official duty, the City shall repair or replace such uniform and equipment.

SECTION 4

The uniform equipment allowance provided by this Section shall be treated as a benefit under the terms of this Agreement. Any items purchased by the employee pursuant to this Article, shall be the property of the employee and retained by the employee upon termination of employment with the City. The uniform and equipment allowance will be provided to each employee on the first pay period of January of each contract year. The Department shall control how the program will be administered.

The amount of the annual uniform and equipment allowance is as follows:

Employee, upon successful completion of the Field Training Program -
~~\$1,100.00~~ \$1,000.00

Employee, each subsequent year of employment -

\$1,000.00

Upon successful completion of the Field Training Program (FTP), the city will issue \$1,000.00 to the Officer completing the program. The amount is not considered part of the yearly uniform allowance. The date of graduation does not affect this benefit and will be paid in full. In addition,

the graduating Officer will be eligible for their yearly uniform allowance for that calendar year, this amount is set by the following formula (\$83.33 multiplied by the number of months left in the calendar year upon FTP completion). Following the prorated year, Officers will receive their full uniform allowance every January during the first regularly scheduled payroll of the month.

~~the uniform and equipment allowance shall be provided in full to new employees. Employees hired prior to October 1 of each fiscal year shall be entitled to the full amount allotted to employees the following January for in their second (2nd) year of employment. Employees hired after October 1 of each fiscal year shall be entitled to fifty percent (50%) of the full amount allotted to employees the following January for in their second (2nd) year of employment.~~

SECTION 5

The Department may change the required equipment and uniforms at its discretion. The City shall provide employees with any newly required or modified uniforms and equipment; provided, if the BPOA or its President proposed the modification, each employee shall assume the cost of the new or modified item. Notwithstanding this Section, the provision of Section 3 shall continue to prevail even if damage or loss of the new or modified item occurred in the performance of official duty. No grievance may be taken by either party with regard to this Section.

SECTION 6

The uniform and equipment allowance check shall be issued to the employee, in the full amount less the appropriate state and federal taxes, as referenced in Section 4 of this Article, the ~~following payroll after the~~ first regularly scheduled ~~payroll City Council meeting~~ in January of each calendar year.

The Uniform Allowance shall be reported by the City on the employee's current year W-2 form as income.

SECTION 7

SWAT TEAM: Upon an employee being designated as a member of ~~a Department authorized SWAT Team~~ ~~the South Metro SWAT Team~~ by its Commander, the Department shall pay the newly designated SWAT Team member a uniform allowance of \$500.00 in addition to other benefits under this Article. Each year thereafter, the Department shall pay employees who maintain designation as members of the ~~South Metro SWAT Team~~ ~~SWAT Team~~ a uniform allowance of \$250.00 annually in the first pay period of January of each calendar year in addition to other benefits of this Article. In addition, each employee newly designated to the ~~South Metro Department authorized~~ SWAT Team will be issued soft

body armor, Level 3A or higher with load bearing vest from the City of Bellevue.

SECTION 8

Each patrol district car will be assigned a City cell phone.

SECTION 9

Upon assignment to the Motor Unit, the City shall provide the following standard equipment: helmet, pants, and boots. The City shall replace the helmet of the Motor Unit member in the event that it becomes damaged or rendered unusable as the result of actions taken during the scope of the work of the unit, as determined by the supervisor, or upon the date of expiration stated by the helmet manufacturer.

ARTICLE 14

LONGEVITY

SECTION 1 In addition to the regular wages, employees shall begin to earn longevity compensation upon completion of the 7th, 10th, 13th, 16th, 20th and 24th year of full-time employment.

SECTION 2 Employees completing the years of employment prescribed shall earn longevity compensation according to the following non-cumulative schedule:

<u>Years of Service</u>	<u>Monthly Compensation</u>
Beginning the 8 th year of service	\$ 35.00 per month
Beginning the 11 th year of service	\$ 75.00 per month
Beginning the 14 th year of service	\$110.00 per month
Beginning the 17 th year of service	\$150.00 per month
Beginning the 21 st year of service	\$185.00 per month
Beginning the 25 th year of service	\$255.00 per month

ARTICLE 15

INSURANCE

SECTION 1

The City shall provide employees group insurance coverage for medical/surgical, including major medical benefits ("the Plan"). The specific design and provisions of the Plan shall be determined as follows:

- Beginning plan year 2013, the City shall include a line of duty injury and death benefit consistent with the current insurance plan.
- For each plan year, the City shall meet with a committee consisting of no more than four City representatives, and a single representative selected by each of the City's bargaining units to ensure that each unit is individually represented (collectively, the "Health Insurance Committee").
- The Health Insurance Committee shall identify and investigate health insurance trends, the City's claim experience, potential alternative health insurance options, and financial implications of the current Plan as compared to potential alternative options. The Health Insurance Committee shall attempt to develop consensus on future plan design and cost sharing changes.
- If the Health Insurance Committee reaches consensus supported by the City and at least two of the City's bargaining units, the City shall implement its recommendations.
- If the Health Insurance Committee does not reach consensus as defined above, the matter shall be submitted to arbitration. In that event, the parties shall request a panel of arbitrators with health insurance expertise from the Federal Mediation and Conciliation Service, and shall strike arbitrators until only one remains.
- The Health Insurance Committee must reach consensus as defined above, and resort to arbitration, on or before October 15 of each year. The arbitration hearing must take place before November 15. The arbitrator's decision must be made no later than November 15. These deadlines must be acceptable to any chosen arbitrator, and if not acceptable, the parties must resort to the arbitrator who was last struck.
- The arbitrator shall have no discretion other than to select one of the following two plans: the sole plan recommended by the City, or the sole plan collectively recommended by the City's bargaining

units that do not agree with the City's recommended plan. In rendering a decision, the arbitrator must consider the City's ability to pay for either of the two plans the arbitrator is asked to select.

- Neither party shall have the right to submit post arbitration briefs, unless so requested by the arbitrator, subject to the strict deadlines described above. The arbitrator's decision shall be binding for the duration of following calendar year, and shall be implemented on January 1.
- Each party shall pay their own costs for preparing for arbitration, and shall equally split the arbitrator's fee.

SECTION 2 Subject to the change mechanism above, the City shall provide group dental coverage for employees as agreed to and as changed by the Health Insurance Committee.

SECTION 3 The City shall provide \$52,000 in life insurance of each Employee including coverage 24 hours each day on or off duty.

SECTION 4 Subject to the change mechanism above, the City shall provide a long-term disability insurance policy for each Employee.

SECTION 5 Provided the employee has been enrolled in the City's health insurance plan for at least minimum of one (1) year immediately prior to retiring and employed by the City for a minimum of five (5) years prior to the employee's official retirement date, the City will agree to pay the Plan premium for any employee who retires as follows:

SINGLE COVERAGE – After an employee reaches the age of 55 years and chooses a retirement option, the City shall pay 92.5% of the single coverage premium for the first twenty-four (24) months after retirement. Thereafter, the City shall pay 50% of the single coverage premium until retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

FAMILY COVERAGE, EMPLOYEE PLUS SPOUSE, EMPLOYEE AND DEPENDENT COVERAGE – After an employee reaches the age of 55 years and chooses a retirement option, the City will pay eight-two percent (82%) of the premium for the first twenty-four (24) months after retirement. Thereafter, the City shall pay 50% of the coverage premium until the retiree becomes eligible for Medicare/Medicaid benefits. In the event of the retiree's death, the City will have no further liability for the payment of premiums.

ARTICLE 16

STRIKES AND LOCKOUTS

SECTION 1 Neither the BPOA, its agents or employees will instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of operations of the City.

SECTION 2 The City will not lock out any employee during the term of the Agreement as a result of a labor dispute with the BPOA.

ARTICLE 17

WAGES

SECTION 1 Position grade levels shall be followed:

Police Officer
Police Sergeant

SECTION 2 Effective the first full payroll period following ratification of this Agreement by approval of the City Council, the City will implement the Wage Schedules set forth in Appendix II. The City will further apply the Wage Schedules set forth in Appendix II effective October 1, 2019, however the parties understand the payment of said retroactive wages will not occur for immediately upon ratification but will occur within 45 days of ratification of this Agreement by approval of the City Council.

SECTION 3 Annually, on employees' date of hire anniversary (or date of promotion anniversary if applicable), employees will be eligible for a performance adjustment to their wage (i.e. a step increase), in accordance with the Wage Schedules set forth in Appendix II.

~~Upon the first full payroll following ratification, any employee that is paid at a level higher than the highest step would be reduced to the level of pay that is consistent with the clarification chart in Appendix II. However, no employee who was paid any monies in excess of the amount of pay applicable to that step during any period prior to ratification will be required to repay any monies the City has already paid to the employee.~~

SECTION 4 Officers who have been issued two or more sustained allegations of misconduct or been placed on suspension during the immediately preceding twelve (12) month evaluation period shall have any scheduled step increase delayed for six (6) months. This delay will not change the employee's annual evaluation date based on their hire date or applicable promotion date. Should an employee be delayed a step increase for the 6 months as previously specified, they will still receive their next annual review and possible step increase on their anniversary or applicable promotion date (6 months later).

SECTION 5 The City and the Employee agree that each shall contribute the amount required by law to the employee's applicable retirement benefit.

SECTION 6 For the purpose of this Agreement, the City and the BPOA shall agree that when an Employee is promoted to a higher rank, the Employee shall be placed in a pay step that gives him/her a pay increase to the closest

approximation of five percent (5%). This shall apply only to those Employees who are promoted from Officer to Sergeant.

SECTION 7 The City and the Employee agree that any laterally hired, certified police officer who exceeds minimum requirements for the applicable position based upon years of service, certifications and other qualifications, may be placed at an appropriate step level as recommended by the Chief and approved by the City Administrator. Such employee shall remain subject to a one (1) year introductory period.

SECTION 8 Any Officer, Sergeant or Detective demonstrating proficiency to interpret conversations in Spanish, Slavic, Vietnamese, or sign language, shall receive compensation of \$50.00 per month. Any additional languages may be considered at the discretion of the Chief of Police. In order to receive such compensation, the Officer, Sergeant, or Detective must pass the approved language testing through the Human Resources Department. The Human Resource Department will try to secure testing through Language Testing International, however if said testing cannot be secure, the BPOA and the Human Resource Manager will work together to find an alternative and comparable testing company. There may be different testing requirements for sign language and the BPOA and Human Resource Manager will work together to find a company to administer the testing for sign language. Testing must be re-taken every two (2) years within 30 days of the anniversary date of the original test. In order to receive this compensation, the employee must agree to provide interpretation services while on duty to the extent that is practical.

SECTION 9 All members of the BPOA who are regularly assigned second shift and show a majority of hours occur between 1830 hours and 0630 hours shall be paid an additional fifty cents (\$0.50) per hour, which shall be included in their current hourly rate. For purposes of this section, "regularly assigned second shift" shall include those BPOA members who are assigned "C" shift or "D" shift. The \$0.50 differential will not apply to employees that are working voluntary overtime on the "C" shift or "D" shift on a temporary basis.

ARTICLE 18

EDUCATIONAL INCENTIVE

SECTION 1

In addition to the regular wages, Employees in positions with no higher education requirement shall receive educational incentive compensation according to the following schedule, so long as the higher education (hereinafter defined) hours are reasonably related to their positions or are required to obtain an Associate's or Bachelor's Degree reasonably related to their positions:

- A. Upon successful completion of 30 accredited higher education credit hours - \$5.00 per month.
- B. Upon receipt of an Associate's Degree - \$10.00 per month.
- C. Upon successful completion of 90 accredited higher education credit hours - \$15.00 per month.
- D. Upon receipt of a Bachelor's Degree - \$20.00 per month.

HIGHER EDUCATION: Higher education is defined as education beyond high school that is provided by accredited colleges, graduate schools, professional schools, trade schools, and metropolitan or community colleges.

SECTION 2.

The City shall reimburse the Employee fifty percent (50%), not to exceed \$5,250 per fiscal year, of the cost of all fees, tuition, registration, books, and costs associated with the higher education hours, provided no payment shall be made except when the Employee shows proof of obtaining a "B" or better, or equivalent grade for the course. If the class is graded only by receiving a "pass" or a "fail", you must obtain a "pass" for the course to be reimbursed.

SECTION 3.

All Employees must have advanced written approval from the Chief and HR Manager in order to receive educational incentive compensation under Section 1 and reimbursement for costs under Section 2. An Employee must appeal any denial from the Chief and/or HR Manager in writing within thirty (30) days to the City Administrator, who has final authority to approve or deny the Employee's request. Upon satisfactory completion of the course, the Employee shall submit proof of expenses to the Chief and HR Manager together with a copy of the Employee's grades and/or transcripts, which shall be filed in the Employee's personnel file.

ARTICLE 19

PROVISIONAL APPOINTMENT

SECTION 1 Any provisional appointment made by the Chief, or any designee of the City, shall be governed by the Civil Service guidelines. An employee appointed provisionally to a higher grade shall be paid at the same rate, for the duration of said provisional appointment, which he/she would receive had the appointment been a permanent appointment from the Civil Service list.

SECTION 2 Should any provisional appointee be duly appointed to the same position on a permanent basis through selection from a Civil Service list, then in that event, any and all time served by that employee as a provisional appointee shall be credited toward any probationary time necessitated by the Civil Service guidelines.

ARTICLE 20

FIELD TRAINING OFFICERS

SECTION 1

Officers appointed by the Department to be Field Training Officers for new recruits shall receive for any eight (8), ten (10), or twelve (12) hours training shift, an additional one-fourth (1/4) hour of straight time pay for each hour of training.

ARTICLE 21

BALLISTIC VEST REPLACEMENT

SECTION 1

~~The City shall provide each sworn Officer with a new ballistic vest at the end of each five (5) years of service. The vest shall be either threat level II or threat level IIIa, at the employee's choice. The vest manufacturer, style, and model shall be mutually agreed upon by both the City and the BPOA. Employees shall wear the ballistic vest in accordance with the policy established by the Chief.~~

The City shall provide each sworn Officer with eight hundred dollars (\$800.00) to be used towards a new ballistic vest and accessories (if the sworn Officer so desires accessories) at the end of each five (5) years of service. When purchasing a ballistic vest, the vest shall be either threat level II or threat level IIIa, at the employee's choice and the vest manufacturer, style, and model shall be mutually agreed upon by both the City and the BPOA. Employees shall wear the ballistic vest in accordance with the policy established by the Chief.

ARTICLE 22

INDEMNIFICATION

This Article adopts and incorporates by reference Nebraska State Statute 13-1801-28-1417, as amended, and, in addition thereto, in the event that, within the course of litigation, settlement discussions are made between the City and the plaintiff or plaintiffs, the City agrees to advise the employees which are party to such action.

ARTICLE 23

FUNERAL LEAVE

- SECTION 1** In the event of the death of an employee's father, mother, step-parent, sister, brother, grandmother, grandfather, grandchild, spouse or child related by blood, marriage or adoption ("Immediate Family"), the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed five (5) work days, including the day of the funeral.
- SECTION 2** In the event of the death of the father, mother, sister, brother, grandmother or grandfather of an employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay, but not to exceed three (3) work days, including the day of the funeral.
- SECTION 3** In the event of the death of an aunt, uncle, niece or nephew of the employee or the employee's spouse, the employee may, with the approval of the Chief or a designated representative, be permitted to take funeral leave with pay for the day of the funeral.
- SECTION 4** Funeral leave shall be considered as time separate from sick leave, vacation leave, and annual leave.
- SECTION 5** For purposes of this Article only, the term "spouse" will refer to any individuals who are lawfully married under any state law, including married to a person of the same sex who were legally married in a state that recognizes such marriages.

ARTICLE 24

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

All grievances and disputes, excluding disciplinary action (i.e. removal, suspension, demotion, discharge or written reprimands), arising from the application and interpretation of this Agreement ("Grievance") shall be timely handled in the following manner:

- Step 1. An employee or the BPOA through a verified grievance, (hereinafter the ("Grievant")), shall present the Grievance in writing to the Chief or a designated representative within ten (10) calendar days after the date on which the employee becomes aware of the Grievance. The Chief or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which the written Grievance is received. For purposes of this article, "verified" means that the information is confirmed and/or substantiated by the named aggrieved employee(s).
- Step 2. If settlement is not reached under Step 1, the Grievance shall be presented by Grievant to the City Administrator or a designated representative within ten (10) calendar days after the date the response by the Chief or designated representative was received by the Grievant under Step 1. The City Administrator or a designated representative shall respond to the Grievance in writing within ten (10) calendar days after the date on which he/she received the Grievance from the Grievant.
- Step 3. If settlement is not reached under Step 2, either party may request arbitration by written notice to the other party within ten (10) days after Grievant's receipt of the response made by the City Administrator or designated representative under Step 2. Within ten (10) days after arbitration has been requested by either party, the parties shall convene for the purpose of attempting to agree on the selection of an arbitrator and, failing agreement, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven (7) arbitrators. After receipt of the list, parties shall meet with five (5) days and select an arbitrator by each party striking three names alternately. The party requesting arbitration shall have the right to strike the first name and the other party shall strike one (1) name with the same process being repeated until one (1) name remains, who shall be the arbitrator. When an employee elects to process a grievance without BPOA representation, as is the employee's right, the BPOA shall have

the right, after the arbitrator has been selected, to intervene and become a party to the proceedings. Any adjustment of Grievances between the City and an employee not choosing to be represented or assisted by the BPOA, must be consistent with the terms of this Agreement. The authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of provisions of this Agreement.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

All time periods/limitations set forth in this Section 1, Steps 1, 2, and 3, are of the essence and are to be strictly enforced against the party not complying therewith.

SECTION 2

Any time limitation provided herein may be waived or extended by agreement of the parties.

ARTICLE 25

EMPLOYEE RIGHTS

Employee shall be entitled to protection of what shall hereinafter be termed as 'Employee Rights' which shall be added to the present Rules and Regulations of the Department.

- A. Employees shall not solicit any formal citizen's complaints to any other Police employee. Solicitation shall not be construed to mean any follow-up to a concern, an inquiry, a formal citizen's complaint, or a known issue that the department has an obligation to follow-up with and/or investigate.
- B. An employee shall not be subjected to offensive language, nor be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain the employee's resignation, nor shall the Officer be intimidated in any other manner. No promises or rewards shall be made to the employee as an inducement to answer questions.
- C. Any investigation concerning the conduct of an employee, which conduct is allegedly either off duty or on duty, shall be initiated only with the approval of the Chief.
- D. Any employee who is requested to give an interview as part of an internal investigation and compelled to answer questions shall be entitled to be represented by a union representative and/or attorney at the interview.
- E. An employee under investigation concerning the employee's conduct shall be notified of the investigation against the accused employee and the nature of the investigation at least seventy-two (72) ~~twenty-four (24)~~ hours prior to the scheduled date of the investigatory interview by the Chief or his/her designee, unless such 72-hour notice period is waived by the employee. At the time of the service of the AIC, the employee shall receive a copy of the completed AIC Report documenting the complaint and copies of any known evidence and witness statements that are in the physical possession of the Professional Standards Officer and/or his/her designee at the time the notification is made to the accused employee. At the time of notification, the Professional Standards Officer and/or his/her designee will notify the accused employee in writing of any video evidence (i.e. dash camera video, cell phone video, surveillance, body camera video) known to him/her at the time. The accused employee shall be allowed to review any video evidence by scheduling a time with the Professional Standards Officer and/or his/her designee to review the same and shall be allowed to have an attorney and/or union representative present to review the video evidence. If there are allegations of deceit, dishonesty or allege crime(s) (with the exception of use of force allegations) lodged against the employee and the video evidence is related to that allegation, the video evidence will not be

allowed to be reviewed by the accused employee at the time of notification of the AIC. ~~At the time of the service of the AIC, the employee shall receive a copy of the completed AIC Report documenting the complaint and copies of any evidence and witness statements that are in the possession of the Department at the time the notification is made to the accused employee.~~

The accused employee shall be permitted to have ~~either~~ an attorney or BPOA Officer, or both, present to represent them during the investigatory interview. The attorney and/or a union representative will be given an opportunity during the investigatory interview, after the investigator has finished his/her questioning to ask questions of the accused.

The investigator performing the investigatory interview shall read the Garrity warning form aloud and on the record to the accused at the beginning of the investigatory interview, before beginning questioning of the accused employee. The accused employee shall sign the Garrity warning form after the investigator has read the Garrity warning form aloud on the record, but before the questioning begins. The "Garrity" warning form shall contain the Garrity warning language as follows: ~~The accused employee shall be given a form or a card listing the "Garrity" warning as follows:~~

"I wish to inform you that you are being questioned as part of an official investigation of the Police Department. You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and Constitution of the United States, including the right not to be compelled to incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subjected to Departmental charges which could result in your dismissal from the Department. If you do answer, neither your statements or any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceedings. However, these statements may be used against you in relation to subsequent Department charges."

F. The investigatory interview shall begin during regular business hours between 7:00 a.m. and 10:00 p.m. Monday through Friday, unless waived by the employee, and if conducted during off-duty time, the accused employee shall be compensated in accordance with overtime procedures. The interview shall be conducted at a reasonable hour, and if conducted during off duty time, the accused employee shall be compensated in accordance with overtime procedures.

G. The accused employee shall be informed prior to the interview of the name and rank of the person in charge of the interview; the interviewing Officers; and all

other persons to be present during the interview. Questions directed to the employee during the interview shall be asked by only one interviewer at one time.

- H. The interview session shall be for a reasonable period, taking into consideration gravity and complexity of the issue being investigated. The accused employee shall be allowed to attend to their own personal physical necessities, telephone calls, and rest periods with one ten (10) minute intermission every hour.
- I. Unless agreed to by the accused employee, the City shall not divulge the reason for any disciplinary action that is not appealed beyond the Department. The City shall make every reasonable effort to ensure that no employee's home address, home telephone number or photograph is released to the news media or to the public.

The above shall not be construed to restrict management rights to speak with or briefly question employees on verbal or informal complaints or citizens if this questioning may lead to an expedient end of the complaint. Nor shall it restrict internal investigations brought about by shift supervisors. However, should a citizen make a written complaint or should a brief investigation uncover facts that may lead to a formal or major investigation or interview, then the procedure set forth shall be followed.

ARTICLE 26

SENIORITY

- SECTION 1** The principle of seniority rights shall be exclusively observed within the Department in laying off, rehiring, holidays, job vacancies, and shift assignments.
- SECTION 2** Seniority of the employees shall be established as of the date of hire and shall be considered as continuous notwithstanding suspensions for disciplinary purposes, absence on authorized leave without pay, or layoff for thirty (30) days or less duration.
- Seniority shall be established within job classification based on continuous length of service within that classification, notwithstanding the interruptions provided for in the paragraph above.
- SECTION 3** Layoffs shall be on the basis of total job seniority. Recalls from layoff shall be in inverse order of layoff. All other applications of the seniority provisions shall be on the basis of seniority in classification.
- SECTION 4** Where two (2) or more employees in the same classification are appointed on the same date, their seniority standing shall be determined by the order of their placement on the civil service commission eligibility list. The City shall post two seniority lists; one with the employees arranged in order of total job seniority and the other comprised of employees by classification. Such lists shall be updated at the end of each year governed by the BPOA/City bargaining agreement. Should any errors be noted on such seniority lists, the same shall be corrected between the City and BPOA; provided, however, employees and the BPOA have only 30 days from the date of posting such lists to dispute their contents, If no such dispute is lodged with the City, then the dispute is waived and the lists will be conclusively presumed to be accurate.

ARTICLE 27

JOB BIDDING

SECTION 1

All uniform patrol bargaining unit positions will be posted for bid and will be implemented on December 1st and June 1st. In addition, shift bid may be posted up to two (2) additional occasions during the calendar year at the discretion of the Chief and with at least fifteen (15) days advance notice, all uniform patrol bargaining unit positions shall be posted for bid and filled pursuant to Article 26, "Seniority." Such posting shall state the job title, rate of pay and shift.

Any two (2) employees, with the approval of the Chief, may agree to trade positions.

SECTION 2

In the event the Department institutes an eight (8) hour shift or a ten (10) hour shift, then the days of rest shall be considered as part of the shift bidding procedure. The Department shall consider the principle of seniority, as referenced in Article 26, as part of the shift bidding procedure.

ARTICLE 28

JOB-RELATED INJURIES

SECTION 1

An employee who is temporarily disabled - to the extent such employee cannot return to work to perform his/her regular duties and the employee does not qualify for modified duty, to which the employee has submitted documented support thereof obtained in accordance with Workers' Compensation statutes - by a job-related police action, accident, injury, or illness, and receiving Worker's Compensation, shall -such employee may also elect to receive supplemental pay from the City, but only that amount which, when added to the amount paid by Worker's Compensation, shall equal the employee's full gross salary less appropriate deductions for taxes, dues, etc. Such supplemental pay shall begin the date upon which the medical professional validates the injury or illness that prevents the employee from performing his/her regular duties ~~anytime after the employee has taken seven (7) accrued sick leave days and is receiving worker's compensation benefits~~ and such supplemental pay shall continue for a period of no more than six (6) months; provided, at the end of such period long-term disability as provided in Article 15 shall commence.

ARTICLE 29

AGREEMENT AND SAVINGS CLAUSE

- SECTION 1** Nothing contained in the Agreement shall be construed as repealing any lawful, recognized benefit provided through the City for employees, and, no employee shall inadvertently suffer any loss of wages, hours or working conditions by reason of the signing of the Agreement.
- SECTION 2** If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30

SAFETY AND TRAINING COMMITTEE

- SECTION 1** A committee of two (2) shall be formed to investigate any suggestions or complaints by employees relative to job health and job safety. The committee shall consist of one member of the BPOA appointed by its President and one individual (whether or not BPOA member) appointed by the Support Division Commander. The committee shall commence investigation upon the receipt of any suggestions or complaints from the employees relative to health and safety.
- SECTION 2** Suggestions or complaints by the employees must be filed with the committee in writing. After investigation, the committee will make a suggestion, within ten (10) days, to the Professional Standards Officer for his/her immediate review. The Professional Standards Officer or a representative will respond to the suggestion in writing within a reasonable period of time. A copy of the employee's complaint or suggestion, the committee recommendation, and the action, if any, taken by the Professional Standards Officer shall be forwarded to the City Administrator and to the BPOA President.
- SECTION 3** This committee shall also be responsible for suggesting minimum standards of training to be received by the employees and to make training recommendations to the Professional Standards Officer.

ARTICLE 31

MILITARY LEAVE

SECTION 1

When called to military duty by the appropriate governmental authority, the following shall apply:

- A. Dependent Health Insurance premium payment procedure as directed by Article 15, INSURANCE, of the agreement, shall remain in place during the employee's activation period.
- B. Employees on approved military leave shall continue to accumulate vacation and sick leave, seniority for retirement, shift bidding, and pay increases.
- C. Employees shall be provided fifteen (15) days of military leave per calendar year with pay to be used for active duty, active duty training, and inactive duty training.
- D. The employee agrees to provide the City with the appropriate military orders of activation to receive these benefits.

ARTICLE 32

DISCHARGE AND DISCIPLINE

SECTION 1 The following actions of an employee are good cause for disciplinary action, though discipline may be based upon causes and complaints other than those listed:

- A. Habitual use of alcoholic beverages or prescription medicines to excess, provided the employee has been given an opportunity to seek professional help in dealing with the problem.
- B. Has been adjudged guilty of a felony crime.
- C. Abusive or improper treatment of a person in custody, provided the act committed was not necessarily or lawfully done in self- defense or to protect the lives of others, or to prevent the escape of a person lawfully in custody.
- D. Insubordination.
- E. Negligence in the care and handling of City property.
- F. Violation of any lawful and reasonable official regulation made or given by a superior Officer, where such violation or failure to obey amounts to an act of insubordination.
- G. Use or attempted use of political influence or bribery to secure an advantage in an examination, promotion or assignment.
- H. Absence from duty without leave contrary to the provisions in this Agreement, or failure to report after leave of absence has expired, or after such leave of absence has been disapproved, removed or canceled by the proper authority.
- I. Illegal use of controlled substances or use of controlled substances without a prescription.

Violations of the provisions of this Section shall be addressed by written reprimand, suspension, demotion, and/or discharge.

SECTION 2 **DISCIPLINARY ACTIONS - SUSPENSIONS:** An employee may be suspended without pay for cause for a period or periods not exceeding ninety-six (96) hours in any twelve (12) consecutive months, however, no single suspension shall be for more than forty-eight (48) hours. A written notice for such suspension shall be transmitted to the employee with a copy

transmitted to the Human Resources Department. Such notice shall include the reasons for and the duration of the suspension.

SECTION 3 DISCIPLINARY ACTIONS - DEMOTION: An employee may be demoted for cause. A written statement of the reasons for any such action shall be transmitted to the employee with a copy transmitted to the Human Resources Department.

SECTION 4 DISCIPLINARY ACTIONS - DISCHARGE: An employee may be discharged for cause. Prior to the discharge becoming effective, a written statement containing the reasons for the discharge shall be transmitted to the employee and to the Human Resources Department.

SECTION 5 PRE-DISCHARGE PROCEDURE: In any case where the Chief is recommending discharge of an employee, the employee, prior to the effective date of discharge, must be informed in writing of the nature of the offense, the specific reasons for the recommendations of discharge and be given an opportunity to provide the City Administrator with any mitigating circumstances of exculpatory information. The City Administrator or a designee shall meet with the employee and the BPOA Representative, if requested, and inform the employee in writing of the allegations and receive any information or explanation the employee wishes to supply prior to a decision for discharge.

SECTION 6 The City shall begin investigation of any cause that might lead to disciplinary action upon notification of such cause. Disciplinary action shall be taken within forty-five (45) days of such notification. This forty-five (45) day period may be extended if the City finds it necessary to interview any person that is not a member of the Department, or if a Department member is not available due to leave, sickness, or training. If the Department finds it necessary to extend the investigation beyond the forty-five (45) day period, the employee under investigation will be notified in writing of the extension. The Association President will also be notified in writing if the extension involves circumstances beyond the control of the Department.

This Section shall not apply if the employee is involved in any criminal investigation that may lead to charges being filed against that employee.

SECTION 7 This contract shall follow state and federal laws as they are adopted, including but not limited to LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425, enacted in the 2018 Nebraska Legislative Session. Nothing in this contract shall be construed to restrict, limit, or impair the rights, powers, and authority of the City as granted to it under Nebraska and federal laws. Nebraska and federal laws will prevail over any contrary provision in the contract.

SECTION 8

For purposes of this Section, the following definitions shall apply:

- A. "Personnel File" shall mean an employee's file located in the City Human Resources Department.
- B. "Department Personnel File" shall mean an employee's file located in the office of the Chief.
- C. "Disciplinary Action" shall mean written reprimand, suspension, demotion, and/or discharge issued in accordance with Section 1 of this Article.

The following shall not apply to those records regarding disciplinary actions and/or investigations regarding officer conduct as outlined in LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425.

An employee who has received Disciplinary Action may submit a written request to the Chief to have the Disciplinary Action removed from the employee's Personnel File. The Chief may remove the Disciplinary Action from Personnel File provided that the employee has not received additional Disciplinary Action within twelve (12) calendar months from the date of the previous Disciplinary Action that is the subject of the written removal request. An employee is not eligible to have Disciplinary Action removed from the Employee's Personnel File until twelve (12) months from the date of the most recent Disciplinary Action has expired.

In the event an employee requests that Disciplinary Action be removed from the employee's Personnel File and such request is granted, all commendations received by the employee during the same period of time as the removed Disciplinary Action also be removed from the Personnel File.

The provisions of this Section shall not apply to the employee's Department File. Any removed disciplinary action will be retained in the employee's Department File for use of impeachment purposes, if applicable and in compliance with LB 791 amending Neb. Rev. Stat. §81-1377 and §81-1425.

In the event an employee is charged with the negligent loss or damage of City property, a thorough investigation shall follow with the employee's right to appeal intact. The employee shall be afforded his/her rights under Article 25, Employee's Rights," of this agreement.

ARTICLE 33

EMPLOYEE FIREARMS

SECTION 1 Employees may carry, as their regular duty weapons, a 9MM, 40 or 45 caliber semi-automatic pistol. Such pistol shall be a Smith & Wesson, Colt, Glock, Sig Sauer, H&K Firearm, Beretta or other brand or caliber approved in writing by the Chief.

SECTION 2 The cost of such weapon shall be the sole responsibility of the individual employee.

ARTICLE 34

POLICE OFFICER TRAINEE

The classification of Police Officer Trainee shall be established to be utilized for employees who have not received certification by the Nebraska Law Enforcement Academy but have been employed by the City of Bellevue for the purpose of being a Police Officer. This job classification shall not apply to Lateral Transfer hires.

An individual who is employed by the City of Bellevue but who has not received their law enforcement classification shall be hired as a Police Officer Trainee. Employees of this job classification shall continue in this position for one (1) year of probationary service. After the first year they will progress to the next higher level according to the Police Officer contract. Police Officer Trainees shall also be required to obtain their law enforcement certification and successfully complete the Bellevue Police Department Training Program.

Employees classified as Police Officer Trainees shall be entitled to all benefits as indicated in the labor agreement between the City of Bellevue and the Bellevue Police Officers' Association; with the exception that, pursuant to the Nebraska Civil Service Act, during the probationary period, the Police Chief may terminate the employment of the Police Officer Trainee if, during the performance test thus afforded and upon an observation or consideration of the performance of duty, the Police Chief deems such Employee unfit or unsatisfactory for service in the Department, and such is approved by the City Administrator.

The salary for the position shall be determined through the negotiation process between the City of Bellevue and the Bellevue Police Officers' Association.

ARTICLE 35
POLICE RETIREMENT

See Appendix IV.

ARTICLE 36

TAKE HOME CARS

SECTION 1 Take home cars shall be provided to Officers assigned to the Detective Units who reside within the Extra Territorial Jurisdiction, ~~(ETJ)~~ for the City.

Detectives on-call will be allowed to take an assigned vehicle home during the on-call period even if outside of the ETJ.

The ~~Profession Standards Investigator and~~ K-9 officers will be allowed to take their assigned vehicle home even if outside the ETJ.

The Chief of Police or his/her designee may provide a take home car to personnel in addition to those categories listed herein, if it is deemed to be advantageous to the police department.

ARTICLE 37
TEMPORARY MODIFIED DUTY

See Appendix V.

ARTICLE 38

DURATION, ACCEPTANCE, AND REOPENING OF THE AGREEMENT

SECTION 1 This Agreement shall be in full force and effect upon the ratification by the Bellevue Police Officers Association and the City Council of the City of Bellevue, Nebraska and shall cover October 1, ~~2019~~~~2018~~ through September 30, ~~2021~~~~2019~~ unless an article or provision specifically includes retroactive application.

SECTION 2 This Agreement, together with all terms, conditions, and effects thereof, shall remain in effect after the expiration date until a new contract is agreed upon.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the _____ day of ~~October, 2018~~ March January, 2020.

CITY OF BELLEVUE:
FOP LODGE 59

BELLEVUE POLICE OFFICERS ASSOCIATION

MAYOR

PRESIDENT

Approved by the Bellevue City Council on this _____ day of ~~October, 2018~~ March January 2020.

ATTEST

CITY CLERK

APPENDIX I

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
(Print last name, first name, middle name)

Classification: _____

Social Security Number: _____

TO THE CITY OF BELLEVUE:

Effective this _____ day of _____, 20____, I hereby request and authorize you to deduct from my earning on the first payroll period of each month, a sufficient amount to provide for the regular payment of the rate of month BPOA dues as certified by the BPOA. The amount deducted shall be paid to the Bellevue Police Officers' Association bank account. The authorization shall remain effective unless determined by me by written notice to the City.

Signature: _____

Address: _____

City: _____ State: _____

Date: _____

APPENDIX II
WAGE SCHEDULES

Bellevue Police Officer Association (BPOA) PAY PROGRESSION CHART Hourly Pay Scale From Date of Ratification through End of Contract												
Steps->			1	2	3	4	5	6	7	8	9	Wage Allowed under this contract
Existing	Police Officer (non-exempt)	Pay Scale 10/1/2018-9/30/2019	\$23.49	\$24.42	\$25.70	\$27.05	\$28.47	\$29.96	\$31.53	\$33.18	\$34.92	\$35.79
Pay Scale Effective 10/1/2019	Police Officer (non-exempt)	Pay Scale 10/1/2019-9/30/2020	\$25.24	\$26.43	\$27.68	\$28.99	\$30.36	\$31.79	\$33.29	\$34.86	\$36.50	\$36.50
Pay Scale Effective 10/1/2020	Police Officer (non-exempt)	Pay Scale 10/1/2020-9/30/2021	\$25.74	\$26.95	\$28.22	\$29.55	\$30.94	\$32.40	\$33.93	\$35.53	\$37.23	\$37.23

Bellevue Police Officer Association (BPOA) PAY PROGRESSION CHART Hourly Pay Scale From Date of Ratification through End of Contract										
Steps->			1	2	3	4	5	6	7	Wage Allowed under this contract
Ending	Police Sergeant (non-exempt)	Pay Scale 10/1/2016-9/30/2019	\$34.20	\$35.45	\$36.75	\$38.09	\$39.48	\$40.92	\$42.42	\$42.42
Pay Scale Effective 10/1/2019	Police Sergeant (non-exempt)	Pay Scale 10/1/2019-9/30/2020	\$36.27	\$37.49	\$38.75	\$40.05	\$41.40	\$42.79	\$44.22	\$44.22
Pay Scale Effective 10/1/2020	Police Sergeant (non-exempt)	Pay Scale 10/1/2020-9/30/2021	\$37.00	\$38.24	\$39.52	\$40.84	\$42.21	\$43.62	\$45.10	\$45.10

APPENDIX III

WORK SCHEDULE FOR 12-HOUR DUTY SHIFT

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1 WORK	2 OFF	3 OFF
4 OFF	5 WORK	6 WORK	7 OFF	8 OFF	9 WORK	10 WORK
11 WORK	12 OFF	13 OFF	14 WORK	15 WORK	16 OFF	17 OFF
18 OFF	19 WORK	20 WORK	21 OFF	22 OFF	23 WORK	24 WORK
25 WORK	26 OFF	27 OFF	28 WORK	29 WORK	30 OFF	31 OFF

APPENDIX IV

**SETTLEMENT AGREEMENT
BETWEEN BELLEVUE POLICE OFFICERS ASSOCIATION/
FRATERNAL ORDER OF POLICE LODGE NO. 59 AND EACH INDIVIDUAL
COLLECTIVE BARGAINING UNIT MEMBERS SET FORTH HEREIN,
AND THE CITY OF BELLEVUE, NEBRASKA, A MUNICIPAL CORPORATION**

APPENDIX V

See Police Department's Modified Duty Policy.

TEMPORARY MODIFIED DUTY DUE TO PREGNANCY:

Pregnant employees shall be permitted to work as long as they are able to perform their jobs and will not be subjected to special procedures to determine their ability to work. If an employee becomes unable to perform the functions of her regular assignment, she shall be permitted to serve in a modified duty assignment that considers any restrictions that her medical doctor shall require and as determined by a doctor's note provided to the Department. If the employee is eligible for FMLA, the required certification forms shall be filled out and submitted.

If the pregnant employee shall be placed on a complete restriction from work at any time during the pregnancy, the agency may require her to take leave, in compliance with the Family and Medical Leave Act and other applicable law. However, if an officer has been temporarily absent from work as a result of a pregnancy-related condition and she recovers, she shall not be required to remain on leave until the baby's birth.

The employee may elect to take such leave if medically warranted. In addition to the modified duty provisions provided for in this Appendix, a pregnant employee shall be treated the same as any other employee voluntarily seeking leave and/or sick pay because of any other physical condition.

Any modified duty due to pregnancy shall not be included when determining the amount of modified duty served by any employee in any period of time.

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

**10a.
3/3/2020**

COUNCIL MEETING DATE: 03/03/2020		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application for Midwest Catering and Events LLC dba "Patricia Catering" for Class "CK" Liquor License at 436 Galvin Rd. N., Bellevue to sell beer, wine, and distilled spirits and Cynthia Eischeid as Manager

SYNOPSIS/BACKGROUND:

Midwest Catering and Events LLC dba "Patricia Catering" would like a Class "CK" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale at 436 Galvin Rd. N., Bellevue and for Cynthia Eischeid as Manager. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk publishes a hearing notice and the application is reviewed by the Police, Planning and Clerk and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

FISCAL IMPACT: \$965.00/year BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval of application Midwest Catering and Events LLC dba "Patricia Catering" for a Class "CK" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale at 436 Galvin Rd. N., Bellevue and for Cynthia Eischeid as Manager.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Breyer Robins
Mark Chao

Suburban Newspapers

YOUR COMMUNITY
YOUR NEWS

Affidavit Of Publication

State of Nebraska }
 } SS.
County of Sarpy }

Being duly sworn, upon oath, Laura Estep-Bronk deposes and says that she is a SNI Project Initiatives Supervisor or Brody Hilgenkamp deposes and says that he is the Managing Editor or Ron Petak deposes and says that he is the Executive Editor of the **Bellevue Leader, Papillion Times, and Gretna Breeze**, legal newspapers of general circulation in Sarpy County, Nebraska, and published therein; that said newspaper has been established for more than one year last past; that it has a bona-fide paid subscription list of more than three hundred; that to this personal knowledge, the advertisement, a copy of which is hereto attached, was printed in the said newspaper once each week, the first insertion having been on:

Wednesday, February 19, 2020 in Bellevue Leader

And that said newspaper is a legal newspaper under the statutes of the State of Nebraska.

The above facts are within my personal knowledge.

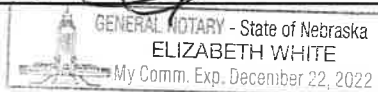
R-10

Ron Petak	OR	Laura Estep-Bronk	OR	Brody Hilgenkamp
Executive Editor		SNI Project Initiatives Supervisor		Managing Editor

Filed this 19th day of February, 2020.

Signed in my presence and sworn to before me this 19th day of February, 2020.

Notary Public



Printer's Fee	\$12.84
Customer Number:	1019545
Order Number:	0000119121

NOTICE OF HEARING ON APPLICATION FOR A CLASS "CK" LIQUOR LICENSE

Notice is hereby given that Midwest Catering and Events, LLC dba "Patricia Catering" has filed an application for a Class "CK" Liquor License at 436 Galvin Road N, Bellevue, Nebraska and for Cynthia Eischeid as Manager.

A hearing on the application will be held in the Council Chambers at City Hall, 1500 Wall Street, Bellevue, on March 4, 2020, at 6:00 p.m., at which time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe
City Clerk

119121; 2/19

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

RECEIVED		
FEB 08 2020		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES <input checked="" type="radio"/> NO <input type="radio"/>	New/Replacing #	094877
Class Type	CK	123548
		Initial KF

Applicant name Midwest Catering and Events, LLC

Trade name Patricia Catering

Previous trade name N/A

Contact email address socoindustries@cox.net


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

Chem hx

Lease Exp
1-31-2023

TOP EX
5-7-2020

Lease - Tenant's name
Form 100 pg 6 #10
Business Plan

Office use only	1-31-20
PAYMENT TYPE	PayPort
AMOUNT:	400
Received:	BR
	
2000001131	

1. X Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See [Form 147](#) for further information, this form **MUST** be included with your application.
2. X Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at [PAYPORT](#).
3. X Enclose the appropriate application forms;
 - Individual License (requires insert form 1)
 - Partnership License (requires insert form 2)
 - Corporate License (requires insert form 3a & 3c)
 - Limited Liability Company (LLC) (requires form 3b & 3c)
4. X If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. N/A If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. X If buying the business of a current liquor license holder:
 - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
 - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
 - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. X If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) ([Form 125](#)).
8. X Enclose a list of any inventory or property owned by other parties that are on the premises.
9. X For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
 - a. For residency enclose proof of registered voter in Nebraska
 - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
 - c. See [guideline](#) for further assistance
10. X Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. N/A Submit a copy of your business plan.

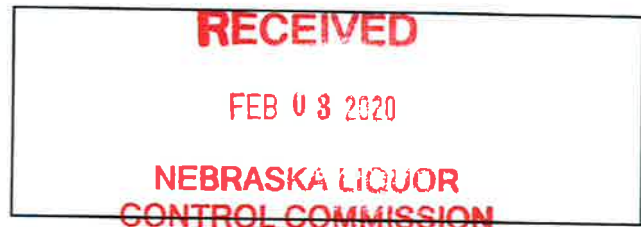
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.


Signature

1-29-2020
Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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



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

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

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

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

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

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

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

- ☐ Individual License (requires insert 1 [FORM 104](#))
☐ Partnership License (requires insert 2 [FORM 105](#))
☐ Corporate License (requires insert 3a [FORM 101](#) & 3c [FORM 103](#))
☒ Limited Liability Company (LLC) (requires form 3b [FORM 102](#) & 3c [FORM 103](#))

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

Name Matthew Munro Phone number: (402) 633-6881

Firm Name McGrath North Mullin & Kratz, PC LLO

✓ **PREMISES INFORMATION**

Trade Name (doing business as) Patricia Catering

Street Address #1 436 Galvin Rd. N

Street Address #2 _____

City Bellevue

County Sarpy

59

Zip Code 68005

Premises Telephone number 402-733-6733

Business e-mail address socoindustries@cox.net

Is this location inside the city/village corporate limits:

YES

x

NO

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

Name Cereno Oddo

Street Address #1 149 Ginger Cove Rd.

Street Address #2 _____

City Valley

State NE

Zip Code 68064

DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY

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

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

Building: length 58' x width 137' in feet

Is there a basement? Yes _____ No x

If yes, length _____ x width _____ in feet

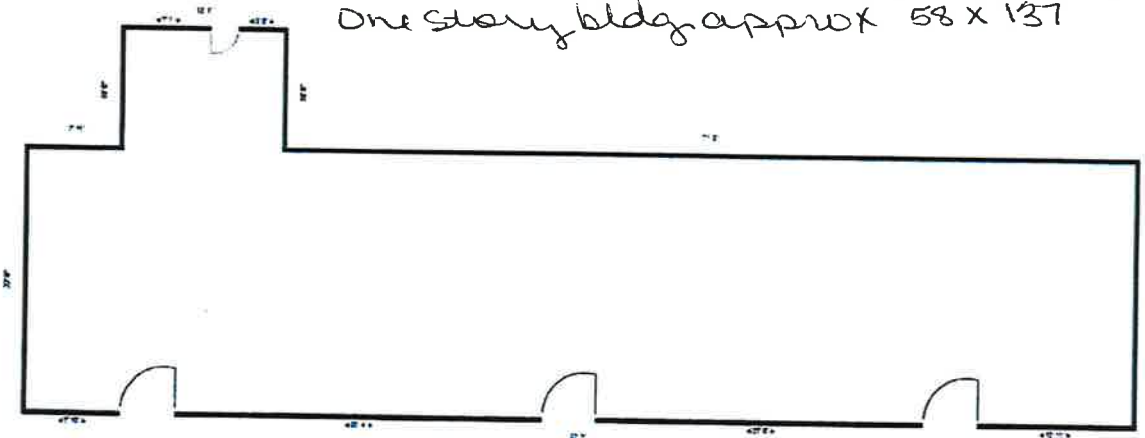
Is there an outdoor area? Yes _____ No x

If yes, length _____ x width _____ in feet

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

Area to be licensed is approximately 22' x '92 in Northeast corner of signal story building approximately 58' x 137'.

One story bldg approx 58 x 137



APPLICANT INFORMATION

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

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

 YES ☒ NO

If yes, please explain below or attach a separate page

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

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

☒ YES NO

If yes, give name of business and liquor license number REPASA LLC 094877

a) Submit a copy of the sales agreement

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

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

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

☒ YES NO

If yes, give name and license number REPASA LLC 094877

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

☒ YES NO

If yes:

a) Attach temporary operating permit (TOP) ([Form 125](#))

b) TOP will only be accepted at a location that currently holds a valid liquor license.

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

____ YES ☒ NO

If yes, list the lender(s) _____

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

____ YES ☒ NO

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

No silent partners

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

____ YES ☒ NO

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

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

____ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. [53-177\(1\)](#))

Provide letter of support or opposition, see [FORM 134](#) - church or [FORM 135](#) - campus

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

____ YES ☒ NO

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

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

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

Great Western Bank, 550 N. 155th Plaza, Omaha, NE 68154

Ueno Oddo, Brian Oddo, Sharmel Farmsworth -

see attached email from Attorney.

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

None

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Cereno Oddo		None

List of NLCC certified [training programs](#)
Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business
Cereno Oddo		None
*See manager experience on Form 3c		

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

☒ Lease: expiration date January 31, 2023
☐ Deed
☐ Purchase Agreement

14. When do you intend to open for business? February 3, 2020

15. What will be the main nature of business? Catering Business

16. What are the anticipated hours of operation? 9:00 AM - 5:00 PM

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
149 Ginger Cove, Valley, NE 68064	1999	Present	149 Ginger Cove, Valley, NE 68064	1999	Present

If necessary attach a separate sheet.

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

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

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

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


Signature of Applicant

Cereno Oddo

Print Name


Signature of Spouse

Sheryl Oddo

Print Name

Signature of Applicant

Print Name

Signature of Spouse

Print Name

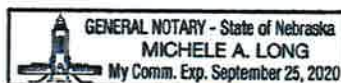
ACKNOWLEDGEMENT

State of Nebraska
County of Douglas

January 29, 2020
date


Notary Public signature

The foregoing instrument was acknowledged before me this
by Cereno Oddo and Sheryl Oddo
name of person(s) acknowledged (individual(s) signing)



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

APPLICATION FOR CATERING ENDORSEMENT TO LICENSE

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

License
Class: K

License
Number: 123546
New Applicant

- Application fee \$100.00, refundable if application is denied §53-124.12 (2b);
- Check needs to be made payable to the Nebraska Liquor Control Commission or you may pay online at: www.ne.gov/go/NLCCpayport;
- Processing time is approx. 45-60 days from receipt of application by the Nebraska Liquor Control Commission;
- Per Neb. Rev. Stat. §53-134(7), a copy of this application will be forwarded to your local governing body for recommendation. After approval by the local governing body, there is a 10-day holding period by the NLCC for citizen protest;
- Annual Renewal Fee of \$100 is payable when renewing primary liquor license §53-124.12 (1);

- The holder of a catering license may deliver, sell, or dispense alcoholic liquor/beer for consumption at events that hold a Special Designated License (SDL) issued pursuant to section §53-124.11;
- SDL must be received 10-working days prior to the date of each event. This count does not include weekends, holidays or the date of the event - Please check the SDI calendar for due date;
- Only twelve (12) SDLs will be issued at any one specific location that could otherwise hold a liquor license. Rules and Regulations Chapter 2-013.06. This (12) count includes all license holders that would go to this particular location. It is not (12) licenses per caterer.

LICENSEE

Midwest Catering & Events, LLC

TRADE NAME

Patricia Catering

PREMISES ADDRESS

436 Galvin Rd. N

CITY

Bellevue

ZIP CODE

68005

CONTACT PERSON

Cereno Oddo

PHONE NUMBER

402-733-6733

EMAIL

socoindustries@cox.net


Signature of AUTHORIZED LICENSEE REPRESENTATIVE
(Do not sign until in the presence of the Notary Public)

Cereno Oddo

Printed Name of AUTHORIZED LICENSEE REPRESENTATIVE

State of Nebraska, County of Douglas

The foregoing instrument was acknowledged before me this:

January 29, 2020
(Date)

By: Cereno Oddo

Name of person signing document in front of Notary


Notary Public Signature

GENERAL NOTARY - State of Nebraska
MICHELE A. LONG
My Comm. Exp. September 25, 2020

PAYMENT TYPE PayPort

AMOUNT: 100

Rct. #

Received: BK

Office Use Only

BARCODE LABEL

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

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

Office Use

RECEIVED

FEB 09 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**

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

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

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

Name of Registered Agent: Cereno Oddo

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
Midwest Catering and Events, LLC

LLC Address: 8902 N. 300th Street, Suite C

City: Valley State: NE Zip Code: 68064

LLC Phone Number: 402-359-4722 LLC Fax Number: N/A

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Oddo First Name: Cereno MI: _____

Home Address: 149 Ginger Cove Road City: Valley

State: NE Zip Code: 68064 Home Phone Number: 402-359-4722



Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

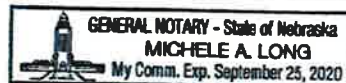
County of Douglas

January 29, 2020
Date

The foregoing instrument was acknowledged before me this

by Cereno Oddo
name of person acknowledge

Affix Seal



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

Last Name: Oddo First Name: Cereno MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership ^{100% (as Trustee of the Cereno Oddo Revocable Trust)} _____

**spouse*

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

☐ YES

☒ NO

If yes, provide the following:

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

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

FEB 03 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**

**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE
PROCESSED**

MANAGER MUST:

- Complete all sections of the application. Be sure it is signed by a member or corporate officer, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who will not participate in the business, spouse must:

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who will participate in the business, the spouse must:

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

BARCODE

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

FEB 08 2020

**NEBRASKA LIQUOR
CONTROL COMMISSION**

MUST BE:

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

Corporation/LLC information

Name of Corporation/LLC: Midwest Catering & Events, LLC

Premise information

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

Premise Trade Name/DBA: Patricia Catering

Premise Street Address: 436 Galvin Rd. N

City: Bellevue County: NE Zip Code: 68005

Premise Phone Number: 402-733-6733

Premise Email address: socoindustries@cox.net

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



SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

✓
Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Eischeid First Name: Cynthia MI: K
Home Address: 7520 Oakwood Street
City: Ralston County: Douglas Zip Code: 68127
Home Phone Number: 402-677-2897
Driver's License Number & State: _____
Social Security Number: _____
Date Of Birth: _____ Place Of Birth: Omaha, NE
Email address: cindyeischeid@icloud.com

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

☒ YES

☐ NO

** spouse*

Spouse's information

Spouses Last Name: Eischeid First Name: James MI: R
Social Security Numbe.: _____
Driver's License Number & State: _____
Date Of Birth: _____ Place Of Birth: Omaha, NE

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Ralston, NE	2006	Present			

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	2019	Tregaron Golf Course	Doug Bengston	402-292-9300
1990	2006	InfoUSA	Tom Lingelbach	402-203-6800

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Cynthia Eischeid	1984	Bellevue, NE	Minor In Possession	Diversion
Cynthia Eischeid	1990	Omaha, NE	Speeding Ticket	Paid Fine

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: None Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
None		

*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Cynthia Eischeid - Food & Beverage Manager	01/01/07-04/01/19	Tregaron Golf Course, Bellevue, NE

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: Midwest Catering and Events LLC dba "Patricia Catering"

LOCATION/ADDRESS: 436 Galvin Road N., Bellevue

REQUESTED ACTION: Recommendation for Approval of a Class "CK" Liquor License to sell beer, wine distilled spirits, On and Off Sale, at 436 Galvin Road N, in Bellevue, **AND** for Cynthia Eischeid as manager.

DATE APPLICATION RECEIVED: 02/10/20

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 03/26/20

DATE ADVERTISED (not less than 7 nor more than 14 days): 02/19/20

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 1

Class B (Beer off sale only): 0

Class C (Alcoholic liquor, on and off sale): 24

Class D (Alcoholic liquor, off sale only): 28

Class I (Alcoholic liquor on sale only): 29

Class K (Catering License with Class B, C or D license): 5

Class X (Wholesale Liquor) 1

TOTAL 88

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

DATE OF CITY COUNCIL PUBLIC HEARING: March 3, 2020

DATE REPORT DUE TO CITY CLERK: As soon as you can

APPLICANT: Midwest Catering and Events LLC dba "Patricia Catering"

ADDRESS: 436 Galvin Road N., Bellevue

REQUESTED ACTION: Recommendation for approval of a Class "CK" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, 436 Galvin Road N., Bellevue, and for Cynthia Eischeid as Manager

BACKGROUND: New Application of Class "CK" Liquor License

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

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

EXISTING ZONING: BG (General Business)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial retail center

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

ADJACENT LAND USE AND ZONING:

NORTH: BG, Commercial

SOUTH: BG, Fire Station

EAST: RS-84, Single Family Residential

WEST: BG, Commercial

DISTANCE FROM SCHOOL (if applicable): Avery Elementary School is approximately 800 feet away.

DISTANCE FROM COLLEGE (if applicable): n/a

DISTANCE FROM CHURCH (if applicable): n/a

IMMEDIATE NEIGHBORHOOD/AREA LAND USES: This retail center is part of a commercially zoned corridor along Galvin Road.

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

ANALYSIS OF NEIGHBORHOOD EFFECTS:

TRAFFIC: There is no traffic impact expected.

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

PEDESTRIAN: There is no pedestrian impact expected.

NOISE: There is no noise impact expected.

LIGHTING: There is no lighting impact expected.

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

**APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER**

POLICE REPORT

DATE OF COUNCIL MEETING: 03/03/20 Due to City Clerk: as soon as you can

APPLICANT: Midwest Catering and Events LLC dba "Patricia Catering"

LOCATION/ADDRESS: 436 Galvin Road N., Bellevue

REQUESTED ACTION: Recommendation for approval of Class "CK" Liquor License to sell beer, wine and distilled spirits, On and Off Sale, at 436 Galvin Road N. AND for Cynthia Eischeid as Manager of the license.

INDIVIDUALS TO BE CHECKED:

<u>Name & Address</u>	<u>D.O.B.</u>	<u>S.S.N.</u>
<u>Cynthia Eischeid</u> <u>7520 Oakwood Street, Ralston 68127</u>	<u> </u>	<u> </u>
<u>James Eischeid</u> <u>7520 Oakwood Street, Ralston 68127</u>	<u> </u>	<u> </u>

COMMENTS:

Approved / 2-25-20
Capt [Signature]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a.
3/3/2020

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Tammi Palm, Planning Dept.	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 and 2, Whispering Timber Estates Replat 6, from AG, RE and RS-84 to RE and RS-84 and small subdivision plat Lots 1 and 2 Whispering Timber Estates. Applicant: Nick Brim and Megan Crain. Location: 1606 Camp Gifford Road.

SYNOPSIS/BACKGROUND:

Nick Brim and Megan Crain are requesting a change of zone for Lots 1 and 2, Whispering Timber Estates Replat 6, from AG, RE and RS-84 to RE and RS-84. The applicant owns a storage shed which is not currently on his property; thus the reason for this request.

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:

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

ATTACHMENTS:

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

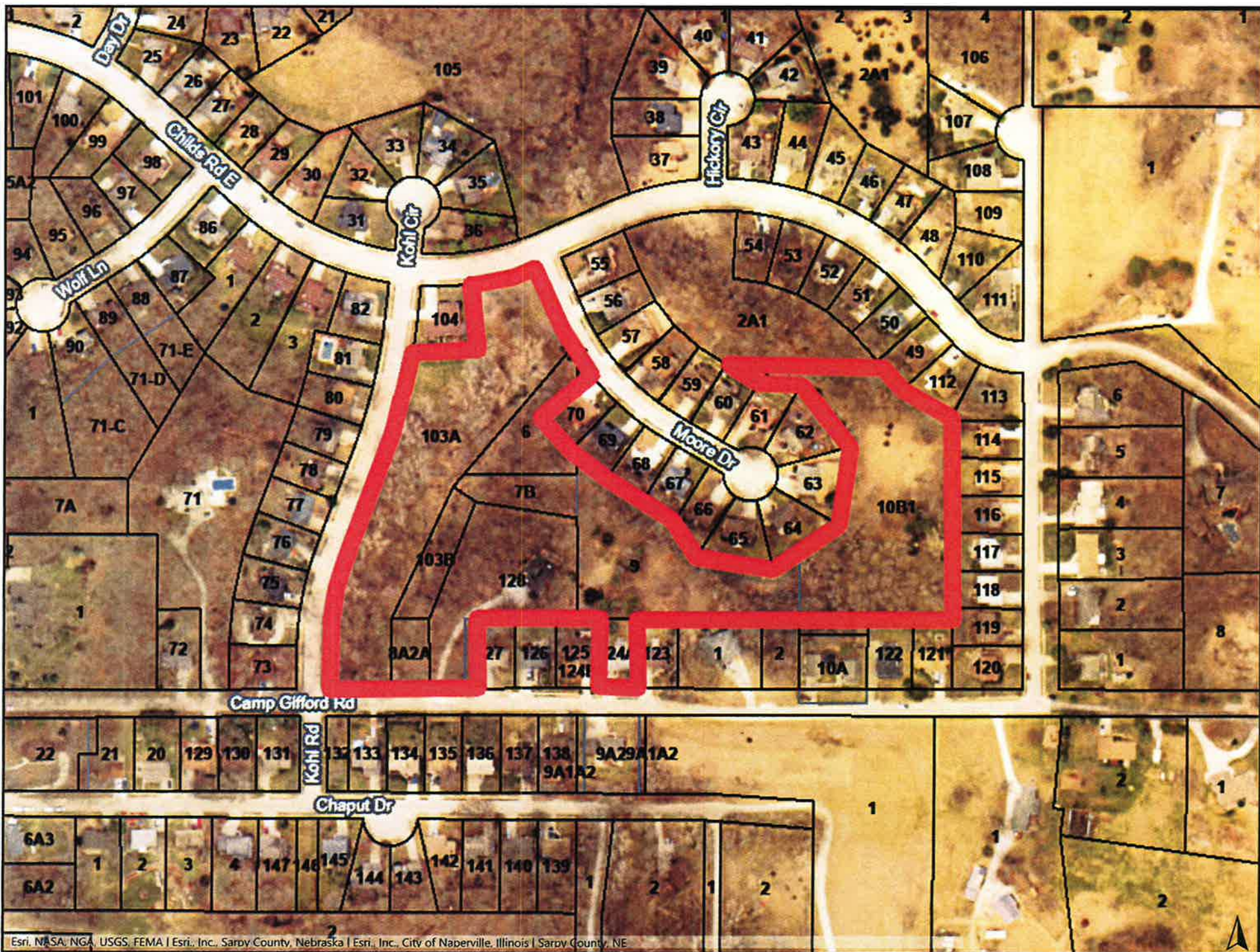
SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Brueggemann
[Signature]
[Signature]



Susan Kluthe

From: John Keenan <4keenans@cox.net>
Sent: Thursday, January 30, 2020 7:15 PM
To: Susan Kluthe
Subject: Rezone Case #1911-07 - Nick Brim & Megan Crain

Dear Ms. Kluthe and members of the Bellevue City Council,

My name is John Keenan, and my wife Melinda and I live at 1506 Camp Gifford Road.

We have spoken to Mr. Brim about this request, and we would like to express our strong support of this application.

Thank you,
John Keenan

Sent from my iPhone

ORDINANCE NO. 3986

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 NEAR 1606 CAMP GIFFORD ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Whispering Timber Estates Replat 6 being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, Part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1 Except the South 30', Fair Hill Addition; Located in the Northeast ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County Nebraska

From AG (Agricultural District), RE (Residential Estates) and RS-84 (Single Family Residential, 8,400 Square Foot Zone) to RE (Residential Estates), and

Lot 2, Whispering Timber Estates Replat 6 being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, Part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1 Except the South 30', Fair Hill Addition; Located in the Northeast ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County Nebraska.

From AG (Agricultural District), RE (Residential Estates) and RS-84 (Single Family Residential, 8,400 Square Foot Zone) to RS-84 (Single Family Residential, 8400 Square Foot Zone)

(Nick Brim and Megan Crain)

Section 2. This ordinance shall not take effect until such time as the final plat of Whispering Timber Estates Replat 6 is filed with the Sarpy County Register of Deeds in accordance with Section 5-10 of the City of Bellevue Subdivision Regulations.

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 01/21/2020

Second Reading: 02/18/2020

Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Nick Brim and Megan Crain

GENERAL LOCATION: 1606 Camp Gifford Rd

CASE #'s: Z-1911-07 and S-1911-10

CITY COUNCIL HEARING DATE: February 4, 2020

REQUEST: rezone Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22 feet of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155 feet, and part of Lot 10B1, except the South 30 feet, Fair Hill Addition, from AG, RE and RS-84 to RE and RS-84 for the purpose of Single Family Residential; and Small Subdivision Plat Lots 1 and 2, Whispering Timber Estates Replat 6.

On December 19, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, zero abstained, and no one absent to recommend:

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

VOTE:

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

Planning Commission Hearing (s) was held on: December 19, 2019

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-1911-07
S-1911-10

FOR HEARING OF:
REPORT #1: December 19, 2019
REPORT #2: January 21, 2020

I. GENERAL INFORMATION

A. APPLICANTS:

Nick Brim and Megan Crain
1508 Camp Gifford Road
Bellevue, NE 68005

B. PROPERTY OWNERS:

Nick Brim
1508 Camp Gifford Road
Bellevue, NE 68005

Todd Santoro
1606 Camp Gifford Road
Bellevue, NE 68005

C. GENERAL LOCATION:

1606 Camp Gifford Road

D. LEGAL DESCRIPTION:

Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1 except the South 30', Fair Hill Addition.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 and 2, Whispering Timber Estates Replat 6, from AG, RE, and RS-84 to RE and RS-84.

2. Small Subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 6.

F. EXISTING ZONING AND LAND USE:

AG, RE, and RS-84, Single Family Residential/Vacant

G. PURPOSE OF REQUEST:

The applicant owns a storage shed which is not currently on his property; thus the reason for this request.

H. SIZE OF SITE:

The site is approximately 9.7 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

Proposed Lot 1 is developed with a single family residence built in 1978. Proposed Lot 2 is developed with a single family residence constructed in 1979 and a storage shed. Currently, this shed is not on the applicant's property, which is the reason for the rezoning and small subdivision plat request.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RS-84
2. **East:** Single Family Residential, RS-84
3. **South:** Single Family Residential, RS-84
4. **West:** Single Family Residential, RS-84

C. REVELANT CASE HISTORY:

1. There have been no recent requests to rezone or replat this property.
2. On December 19, 2019, the Planning Commission recommended approval of a request to rezone Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22' of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155', and part of Lot 10B1 except the South 30', Fair Hill Addition.

D. APPLICABLE REGULATIONS:

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

2. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.
3. Chapter 5, Subdivision Regulations, regarding small subdivisions.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data information available for this area.
2. The property has access via private drives off of Camp Gifford Road.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Nick Brim and Megan Crain have submitted a request to small subdivision plat Lots 1 and 2, Whispering Timber Estates Replat 6. They are making this request because they have a storage shed that is on their neighbor's property. This request will allow their shed to be on their property with their existing single family residence.

2. The applicants are also requesting to rezone Lots 1 and 2, Whispering Timber Estates Replat 6. Currently, these properties have three different zonings: AG, RE, and RS-84. The AG properties are non-conforming.

The applicants are requesting RE zoning for proposed Lot 1, while Lot 2 be zoned RS-84.

3. The proposed zoning will not change the current development on the property. Proposed Lots 1 and 2 each have an existing single family residence.

4. The proposed lots meet the minimum requirements for their intended zoning districts. Several of the existing platted lots are land-locked and do not have adequate access. The proposed plat will resolve this issue.

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

Public Works Engineer Matt Knight requested minor technical revisions to the plat. These revisions have since been made by the applicant's surveyor.

No other comments were received in this case.

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

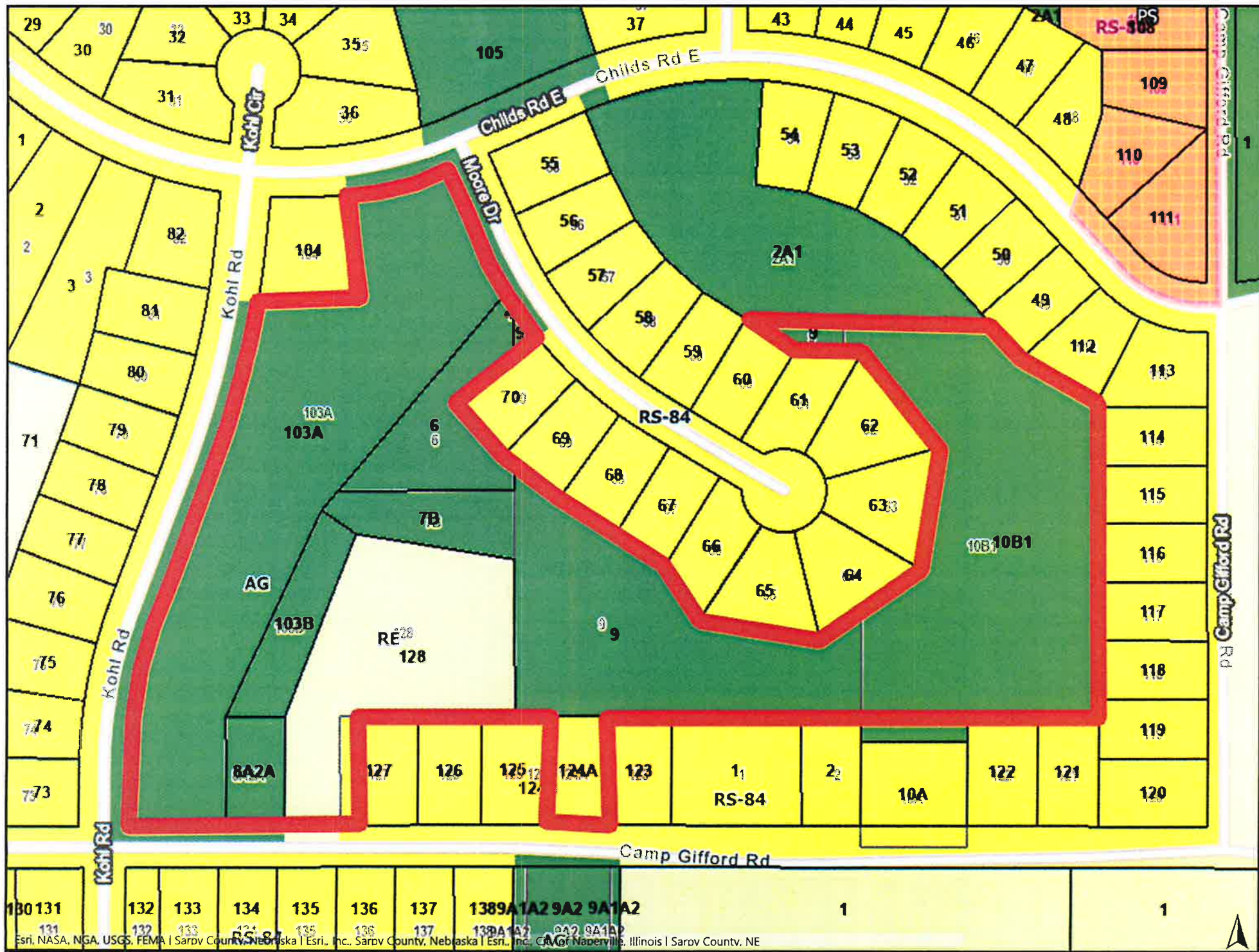
1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Small Subdivision plat received December 12, 2019
4. Letter from the applicant received October 23, 2019

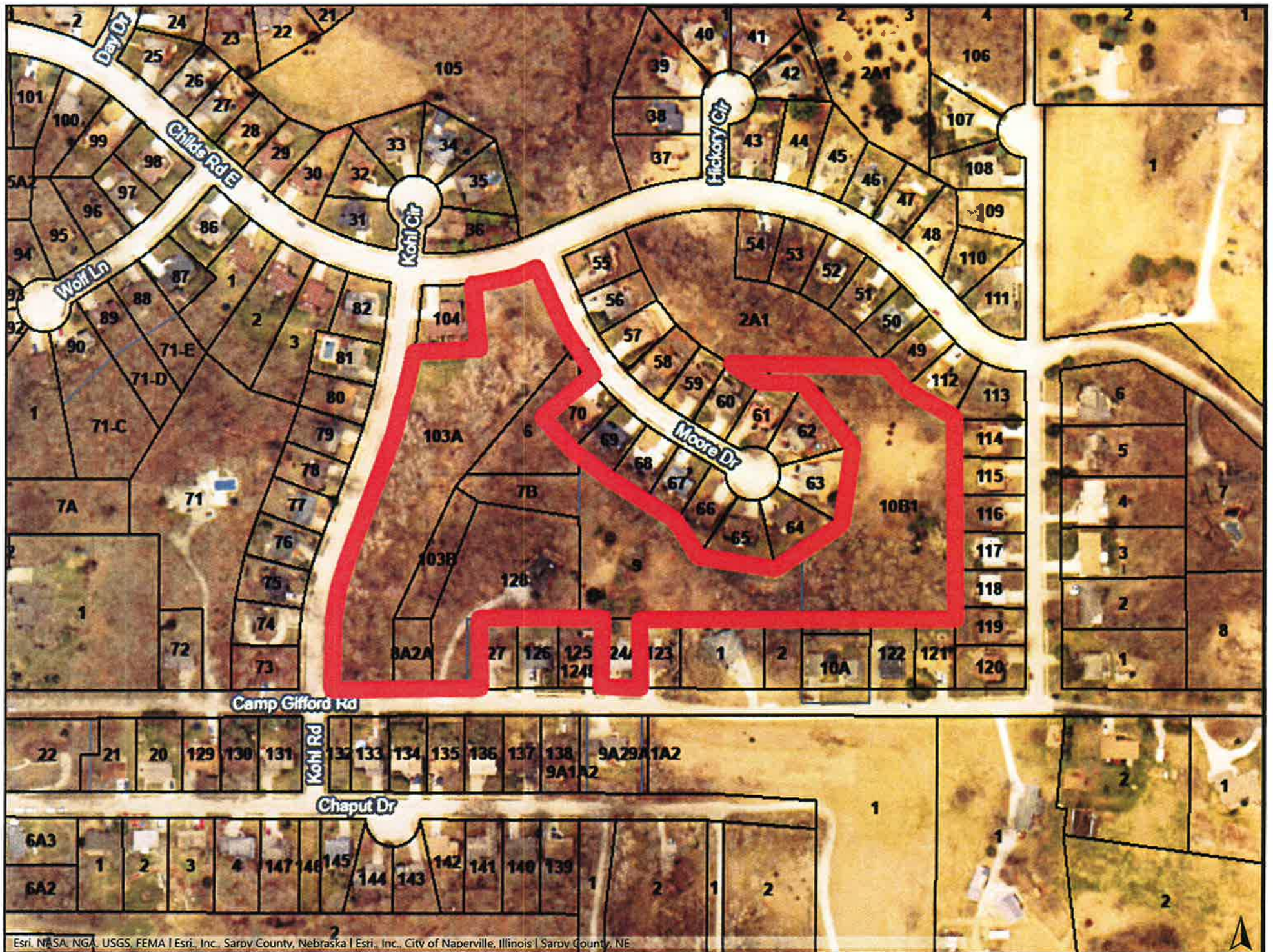
VII. COPIES OF REPORT TO:

1. Nick Brim and Megan Crain
2. Todd Santoro
3. Doug Hill, Hill-Farrell Associates, Inc.
4. Public Upon Request

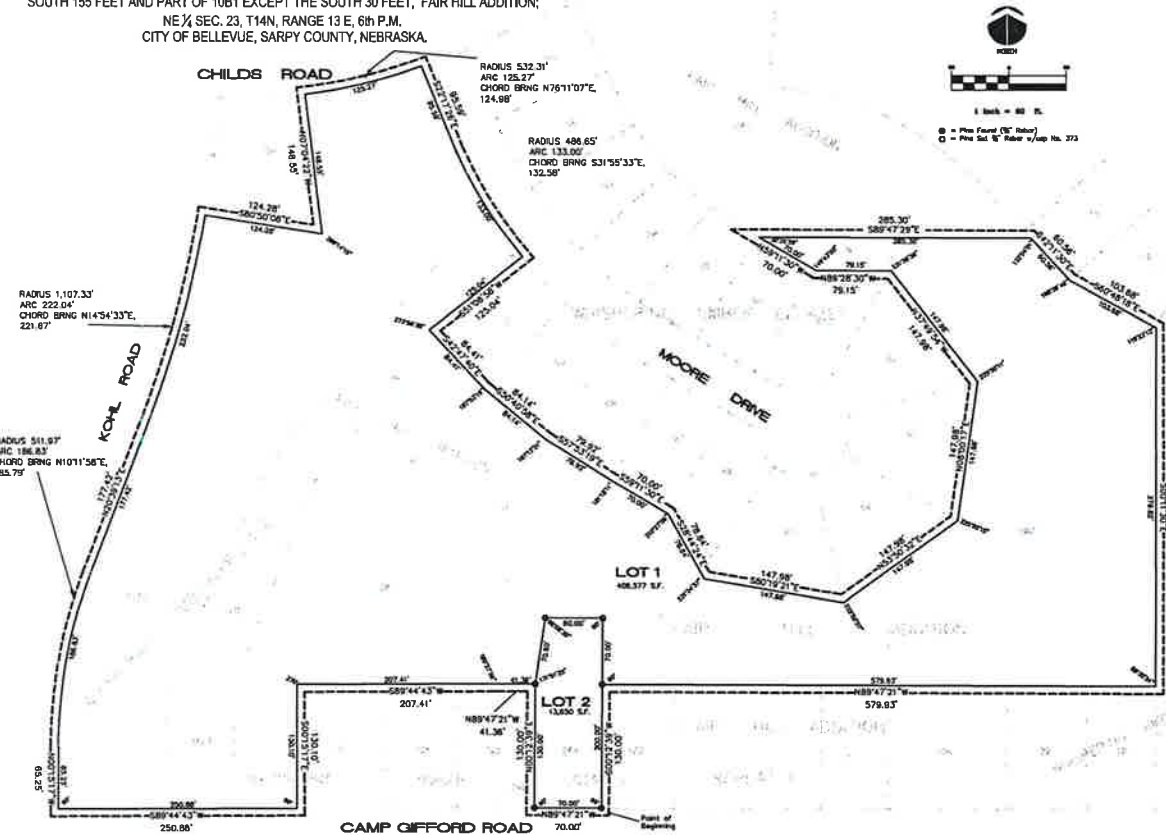
Angela Curry 1/13/20
Prepared by: Date

Sammi Palm 01/13/2020
Planning Manager: Date of Report





LOT 1 and 2
BEING A REPLAT OF LOTS 103A, 103B and 124A, THE WEST 22 FEET OF LOT 127, LOT 128,
WHISPERING TIMBER ESTATES, LOT 6, PART OF 7B, 8A2A, PART OF LOT 9 EXCEPT THE
SOUTH 155 FEET AND PART OF 10B1 EXCEPT THE SOUTH 30 FEET, FAIR HILL ADDITION;
NE ¼ SEC. 23, T14N, RANGE 13 E, 6th PM.
CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.

[illegible]

RONALD D. HILL R.L.S. WASH. REG. NO. 373

[illegible]

TODD A. SANTORO

SARPY COUNTY SURVEYOR/ENGINEER

DATE _____

COUNTY TREASURER

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 8" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____, 2019. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: _____ MAYOR

APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT II" WAS APPROVED BY THE BELLEVUE
PLANNING COMMISSION THIS _____ DAY OF _____, 2019.

BELLVIEW PLANNING COMMISSION

STATE OF NEBRASKA } ss.
COUNTY OF SARPY)

ON THIS 11 DAY OF NOVEMBER, 2018, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED NICHOLAS JAY BRIN, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

STATE OF NEBRASKA }
COUNTY OF SARPY } ss.

ON THIS 10 DAY OF NOVEMBER, 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TODD A. SANTORO, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

RECEIVED
DEC 12 2019
PLANNING DEPT.

WHISPERING TIMBER ESTATES REPLAT 6
SMALL SUBDIVISION PLAT
NE1/4 SEC. 23, T4N, R1E, OF THE 6th P.M.
SARPY COUNTY, NEBRASKA.



HILL-FARRELL ASSOCIATES, INC.

Land Surveyors
4402 Marlan Lewis Road Bellevue, NE 68005 (402) 291-6100

PROJECT NO.
10/WHISPERING
TIMBERS
REPLAT

9/18/2019

CITY OF BELLEVUE PLANNING DEPARTMENT

1510 WALL STREET, BELLEVUE, NE 68005

To whom this may concern,

I am seeking your approval to rezone approximately 4500 square feet of agriculture zoned land behind my house at the address 1508 Camp Gifford Rd, Bellevue, NE 68005. I wish to rezone this plat to single family and conjoin with my current lot.

When we purchased our home in 2015, we had a shed that came with our house but is not currently on our lot. In our purchase agreement, this land was stated to be community property for the neighborhood use. Since this time, this parcel has been purchased by our neighbor Todd Santoro. Todd has agreed to sell the piece directly behind our property to allow our shed to lie on my property assuming city approval to sub-divide and rezone.

We have no plans to build any structures on this land. We only wish to own the land our shed sits on. We kindly request your approval for to rezone and extend our lot.

SINCERELY,

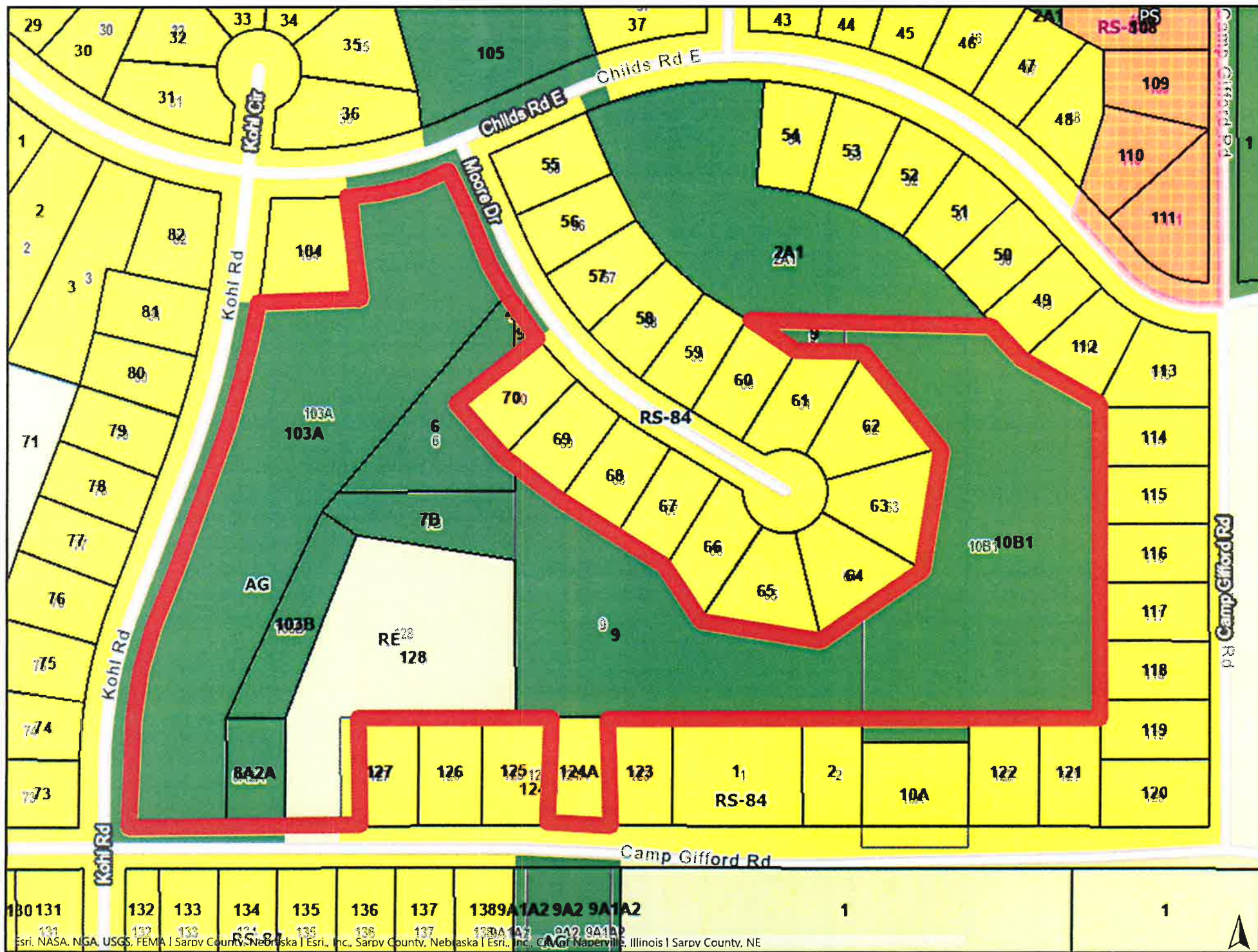
A handwritten signature in black ink, appearing to read 'Nick Brim and Megan Crain', written in a cursive style.

NICK BRIM AND MEGAN CRAIN

RECEIVED

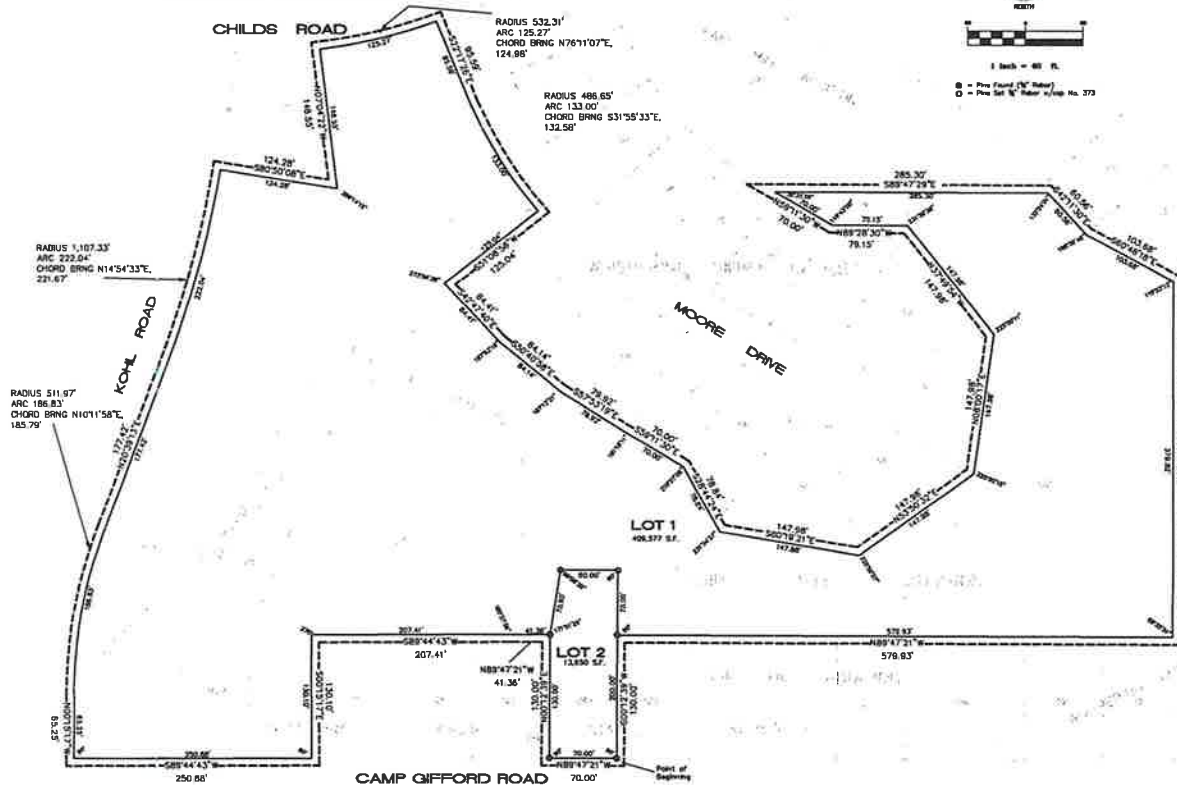
OCT 23 2019

PLANNING DEPT.



WHISPERING TIMBER ESTATES REPLAT 6

LOT 1 and 2
BEING A REPLAT OF LOTS 103A, 103B and 124A, THE WEST 22 FEET OF LOT 127, LOT 128,
WHISPERING TIMBER ESTATES, LOT 6, PART OF 7B, 8A2A, PART OF LOT 9 EXCEPT THE
SOUTH 155 FEET AND PART OF 10B1 EXCEPT THE SOUTH 30 FEET, FAIR HILL ADDITION;
NE ¼ SEC. 23, T14N, RANGE 13 E, 8th P.M.
CITY OF BELLEVUE, NEBRASKA COUNTY, NEBRASKA.



SURVEYOR'S CERTIFICATE

[illegible]

DATE: 10/21/2013

HOWARD S. WEIHL'S WORKING PAPER NO. 373

DÉDICATION

[illegible]

NICHOLAS JAY BRUN

TODD A. SANTORO

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA)
COUNTY OF SARPY) ss:

ON THIS 10 DAY OF NOVEMBER, 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED NICHOLAS JAY BRIM, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA }
COUNTY OF SARPY }

ON THIS _____ DAY OF _____, 2019, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DULY QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TODD A. SANTORO, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE THEIR

DATE OF BIRTH: _____

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAY II" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS _____ DAY OF _____, 2019.

SARPY COUNTY SURVEYOR/ENGINEER

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

DATE _____

COUNTY TREASURER

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT B" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS _____ DAY OF _____, 2019. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: _____

APPROVAL OF BELIEVE PLANNING COMMISSION

APPROVAL OF BELLEVUE PLANNING COMMISSION
THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 8 " WAS APPROVED BY THE BELLEVUE
PLANNING COMMISSION THIS _____ DAY OF _____, 2019.

BelleVue Planning Commission

SURVEY DDH/AS
DRAWN RCH
DATE 08/20/2019
08/30/2019
10/21/2019
12/05/2019
12/12/2019

RECEIVED

DEC 12 2019

PLANNING DEPT.

WHISPERING TIMBER ESTATES REPLAT 6

N, R13E, OF THE 6th P.M.
NEBRASKA.

 HILL-FARRELL ASSOCIATES, INC.

PROJECT NO.
19/WH/REFRING
TIMBERS
REPLAT

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11b.
3/3/2020

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Tammi Palm, Planning Dept.	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG28-PS. Applicant: Encompass Design Inc. General Location: Fort Crook Road and Grenoble Drive.

SYNOPSIS/BACKGROUND:

Encompass design is requesting a change in zone for Lot 1 Twin Valley Replat 1 Addition from RG-28 to RG-28-PS for the purpose of a multi family residential development with site plan approval.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	<input type="text"/> NO	COUNTER-PARTY:	<input type="text"/>	INTERLOCAL AGREEMENT:	<input type="text"/> 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"/> 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 have recommended approval of this request.

ATTACHMENTS:

- | | | |
|---|-------------------------|-------------------------|
| 1. Planning Commission Recommendation Sheet | 2. Rezoning Ordinance | 3. Staff Report |
| 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. Breyer
[Signature]

Belle Plaine Apts

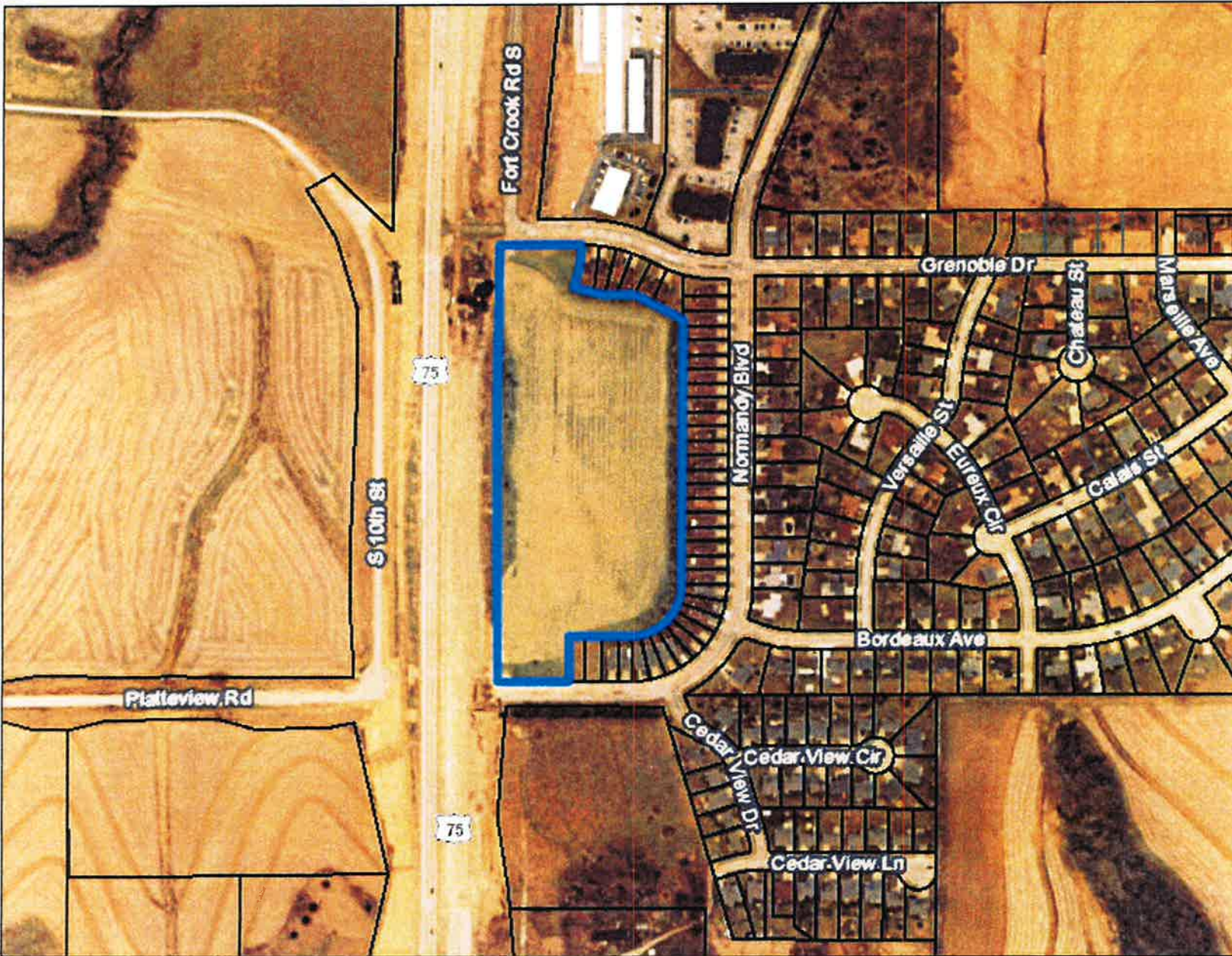
Location



Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3



0 200 400 800
Feet

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Sarpy County GIS



1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

ORDINANCE NO. 3987

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 THE SOUTH WEST CORNER OF NORMANDY BOULEVARD AND GRENOBLE DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 2, Twin Valley Church Replat 1 Addition, located in the Southwest $\frac{1}{4}$ of Section 14, T13N, R13E, of the 6th P.M., Sarpy County, Nebraska

From RG-28 (General Residential, 2800 Square Foot Zone) to RG-28-PS (General Residential, 2800 Square Foot Zone-Planned Subdivision).

(Encompass Design)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 01/21/2020

Second Reading: 02/18/2020

Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Encompass Design Inc
LOCATION: Fort Crook Rd and Grenoble Dr
CASE #: Z-1906-05
CITY COUNCIL HEARING DATE: February 4, 2020

REQUEST: to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval.

On December 19, 2019, the City of Bellevue Planning Commission voted nine yes, zero no, and zero abstained:

APPROVAL of a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval.

APPROVAL based upon conformance with Section 5.17.03, Zoning Ordinance: 1) The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties; or 2) The configuration, topography, vegetation, drainage, or other natural feature of the parcel can best be preserved by application of the Planned Subdivision District classification; or 3) The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision; or 4) The request for PS, Planned Subdivision District classification not solely for purposes of convenience, profit, or caprice.

APPROVAL also based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as minimal impact to the surrounding neighborhood.

VOTE:

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

Planning Commission Hearing (s) was held on: December 19, 2019

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 3

CASE NUMBER: Z-1906-05

FOR HEARING OF:

REPORT #1: July 25, 2019

REPORT #2: December 19, 2019

REPORT #3: January 21, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Encompass Design Inc.
1535 Liberty Lane, Suite 110B
Missoula, MT 59808

B. PROPERTY OWNER:

Twin Valley Evangelical Free Church
1908 Lloyd Street
Bellevue, NE 68005

C. GENERAL LOCATION:

Fort Crook Road and Grenoble Drive

D. LEGAL DESCRIPTION:

Lot 2, Twin Valley Church Replat 1 Addition, located in the Southwest ¼ of Section 14, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS with site plan approval.

F. EXISTING ZONING AND LAND USE:

RG-28, Vacant

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning and site plan for the construction of a 75 unit multi-family residential development.

H. SIZE OF SITE:

The site is approximately 11.8 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** Self Storage Facility, BGH (across Grenoble Drive)
- 2. East:** Duplex Residential, RG-28-PS
- 3. South:** Single Family Residential/Agricultural, AG (across Normandy Blvd)
- 4. West:** Highway 75 right-of-way

C. REVELANT CASE HISTORY:

1. On August 23, 2007, the Planning Commission recommended approval of a request to rezone Lots 1 through 184, and Outlots A-C, Villages at Normandy Hills, from RG-28 to RG-20-PS, for the purpose of a multi-family residential townhome development; and preliminary plat Lots 1 through 184, and Outlots A-C, Villages at Normandy Hills. The City Council approved the aforementioned request on October 8, 2007.
2. On July 25, 2019, the Planning Commission continued to September 26, 2019 a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS with site plan approval, for the purpose of multi family residential development.
3. On September 26, 2019, the Planning Commission continued to October 24, 2019 a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS with site plan approval, for the purpose of multi family residential development.
4. On October 24, 2019, the Planning Commission continued to November 21, 2019 a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS with site plan approval, for the purpose of multi family residential development.

5. On November 21, 2019, the Planning Commission continued to December 19, 2019 a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS with site plan approval, for the purpose of multi family residential development.

6. On December 19, 2019, the Planning Commission recommended approval of a request to rezone Lot 2, Twin Valley Church Replat 1 Addition.

D. APPLICABLE REGULATIONS:

1. Section 5.13, Zoning Ordinance, regarding RG-28 uses and requirements.
2. Section 5.17, Zoning Ordinance, regarding the Planned Subdivision District.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for this specific area.
2. The property will have access from two points: one along Grenoble Drive, and another from Normandy Boulevard.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Hope Fisher, on behalf of Encompass Design Inc., has submitted a request for a rezoning for Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS, for the purpose of a multi-family residential development.
2. The property is presently zoned RG-28. The intent of this district is to permit low rise, medium density development that will be compatible when located near

and among lower density types of housing, including single-family and two-family on small lots.

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

3. In conjunction with the change of zone, the applicant is also requesting site plan approval for the apartment buildings.

4. The proposal consists of 75 units in eight buildings. The buildings are a mix of three and four-bedroom units. The applicant has indicated the three-bedroom apartments will be a minimum of 1,250 square feet in size, while the four-bedroom units will be a minimum of 1,500 square feet.

Under the property's current zoning of RG-28, the site could support a density of approximately 180 units based on its size.

5. The site plan shows 152 surface parking stalls for the development. The ordinance requires a minimum of 152 parking stalls.

6. The applicant is proposing a clubhouse with a 600 square foot community room. The development will also include a community garden (as shown on the site plan) with a designated water source paid for by the development owner. The garden will be sufficient in size for every unit to grow vegetables and/or ornamentals.

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

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

9. This application was sent out to the following departments for review: Public Works, Streets Department, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Nebraska Department of Transportation, and the 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.

Engineering Manager Dean Dunn had technical comments regarding the site plan. These comments have since been satisfied.

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

Karl Burns, Project Manager Nebraska Department of Transportation, commented a drainage study will need to be submitted to NDOT for review/approval of drainage outlets within the state right-of-way. In addition, NDOT permits will need to be obtained for this infrastructure. The applicant's engineer has indicated they understand and will comply with all NDOT requirements.

No other comments were received on this case.

10. Since the public hearing on July 25, 2019, discussions have taken place between the applicant's engineer, Sarpy County Public Works, as well as NDOT to discuss secondary access to the Normandy Hills subdivision.

With the Highway 75 expansion project, NDOT has constructed the access road that connects with Fort Crook Road to the north. With annexation of the Normandy Hills SID pending, Sarpy County Public Works does not have any immediate plans for the area.

The city is actively pursuing development near the Highway 34/Platteview Road interchange. At such time development occurs, it is the city's plan to include an access from the Normandy Hills area south to Highway 34.

11. The developer has amended the site plan over the past several months in an attempt to address the neighbors' concerns raised at the July 25, 2019 public hearing:

- The proposed buildings along the eastern border of the property have been moved farther west to provide a larger buffer near the existing townhomes.
- The grading plan has been adjusted so as to preserve as many existing trees as possible.
- The interior drive was modified to streamline traffic through the development and minimize impact to the existing neighborhood.

A copy of the previous site plan is attached for reference.

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION


APPROVAL based upon conformance with Section 5.17.03, Zoning Ordinance: 1) The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties; or 2) The configuration, topography, vegetation, drainage, or other natural feature of the parcel can best be preserved by application of the Planned Subdivision District classification; or 3) The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision; or 4) The request for PS, Planned Subdivision District classification not solely for purposes of convenience, profit, or caprice. APPROVAL also based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as minimal impact to the surrounding neighborhood.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Justification letter received from Kyle Haase on June 21, 2019
4. Site plan received December 10, 2019
5. Landscape plan received December 10, 2019
6. Prior site plan received July 16, 2019.
7. Letter from Rusty Snow received July 16, 2019 regarding the proposed amenities

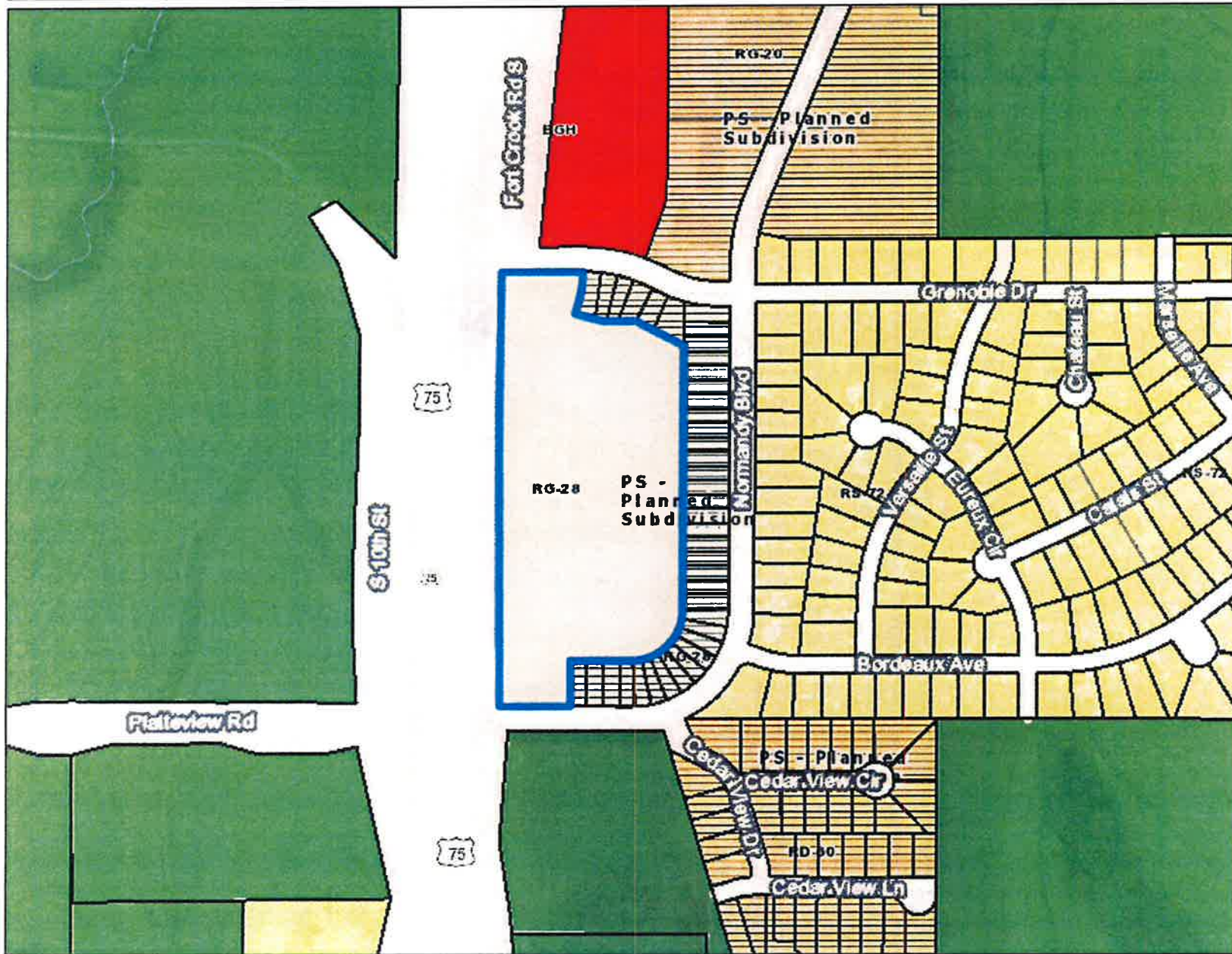
VII. COPIES OF REPORT TO:

1. Encompass Design Inc.
2. Belle Plaine Apartments LP
3. E & A Consulting Group Inc.
4. Public Upon Request

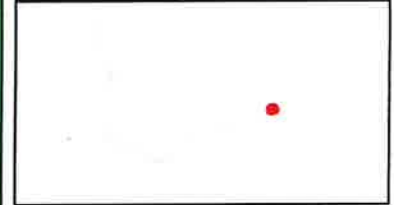
 1/13/20
Prepared by: _____ Date

 01/13/2020
Planning Manager: _____ Date of Report

Belle Plaine Apts Zoning Map



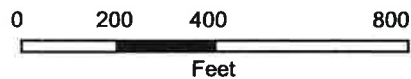
Location



Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3

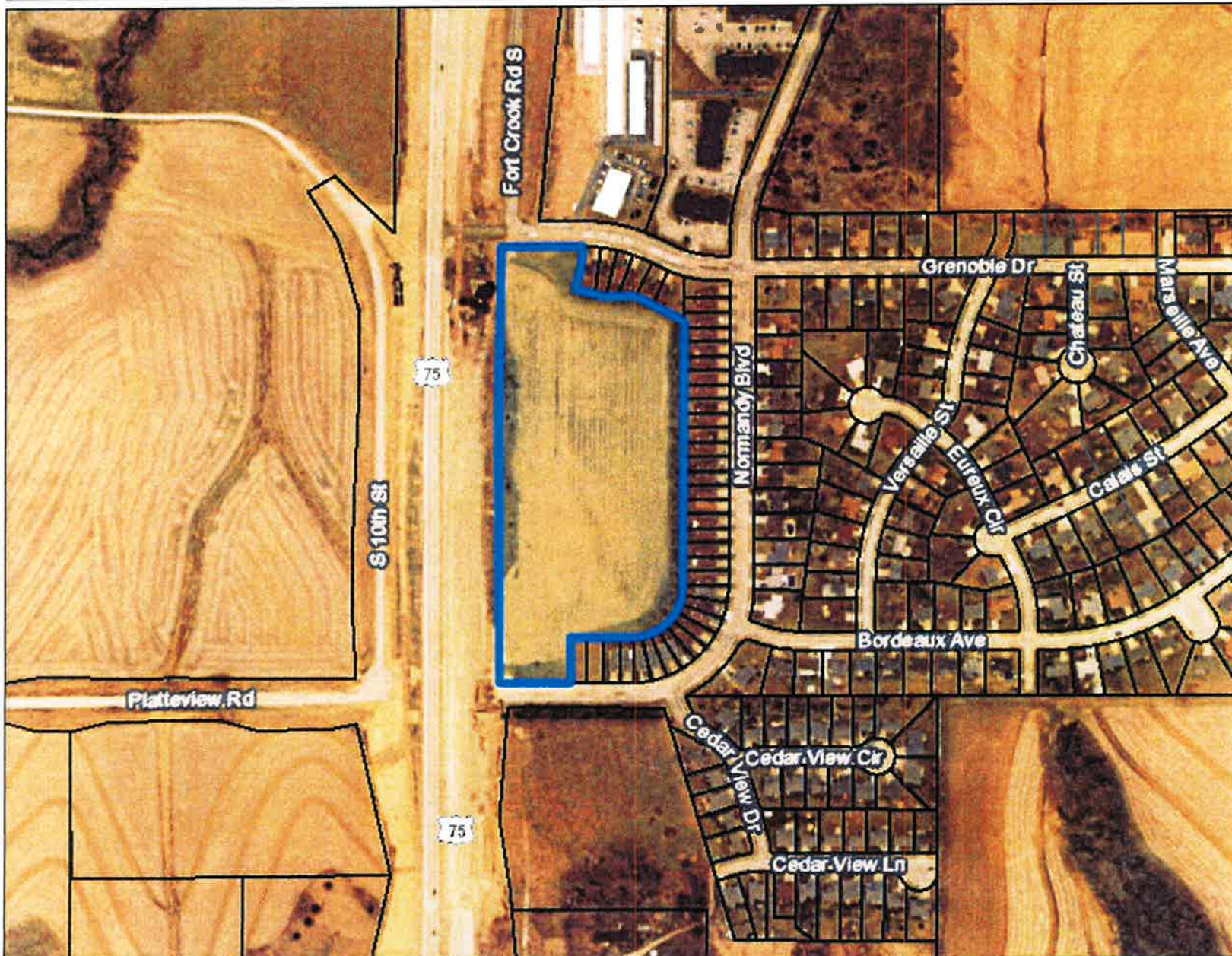


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Sarpy County GIS

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Suite 1130
Papillion, NE 68046
maps.sarpy.com

Belle Plaine Apts



Location



Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3



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Feet

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Papillion, NE 68046
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E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950

P 402.895.4700 • F 402.895.3599

www.eacg.com

June 21, 2019

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

Re: Belle Plaine Apartments – Site Plan and Rezoning
E & A Project: #P2019.127.001

Tammi,

We are submitting the attached documents on behalf of E & A Consulting Group, Inc. client, Encompass Design, Inc. for the purposes of site plan approval and rezoning from RG-28 to RG-28-PS. The site plan includes 76 units with a mix of 3- and 4-bedroom units.

In advance, thank you for your time and consideration to our application. If you have any questions please feel free to contact me at 402-895-4700.

Sincerely,

A handwritten signature in blue ink, appearing to read 'KH', is written over a light blue horizontal line.

Kyle Haase
E&A Consulting Group

RECEIVED

JUN 21 2019

PLANNING DEPT.



RECEIVED
DEC 10 2019
PLANNING DEPT.



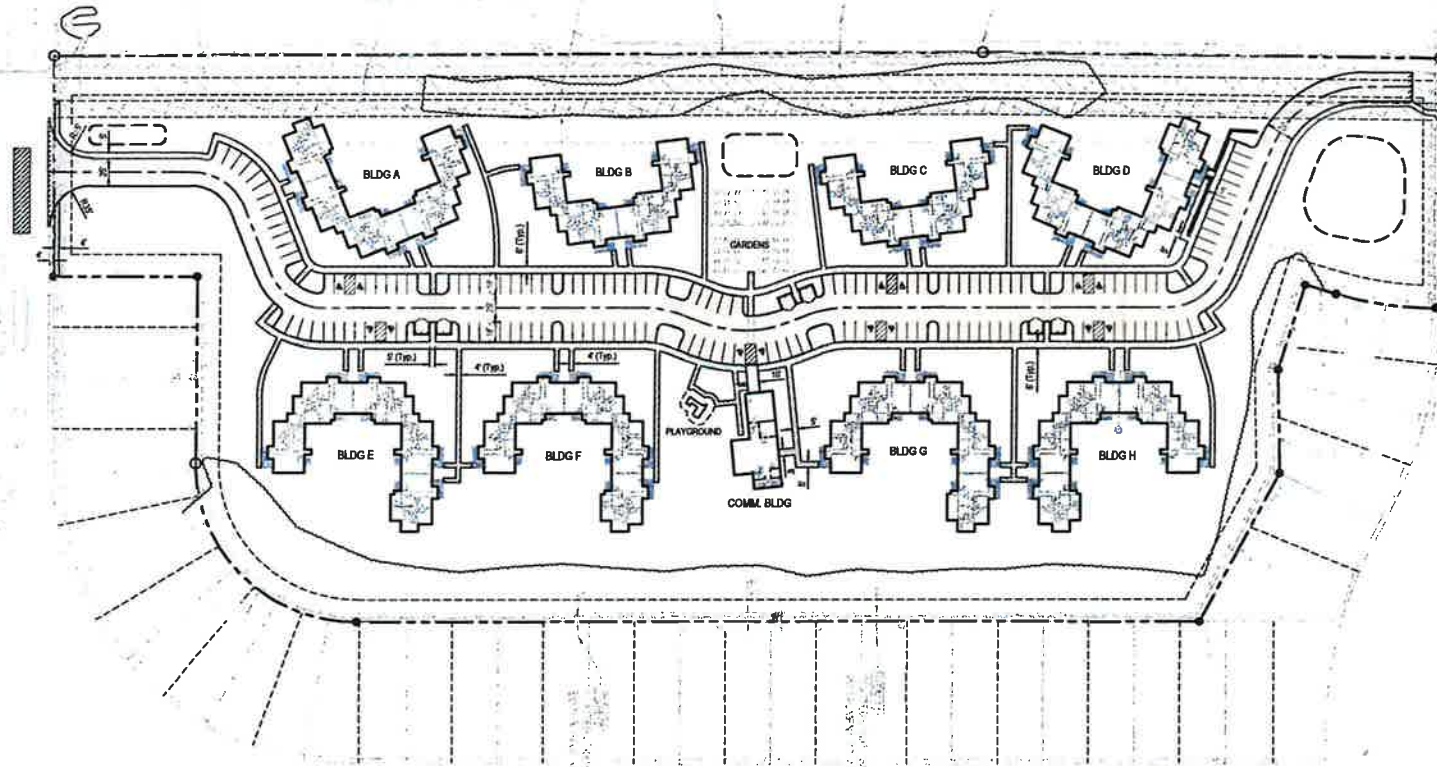
A MULTIFAMILY APARTMENT COMPLEX FOR:
BELLE PLAINE APARTMENTS
BELLEVUE, NEBRASKA



SITE PLAN
APPROVED BY: 7-18-2019
**SITE PLAN
EXHIBIT**
PROJECT: December 9, 2019

DATE: 12-10-19

C1.1



*Orthographic Projection

SITE STATISTICS:
75 TOTAL UNITS

152 TOTAL PARKING STALLS

- LEGEND**
- 7' PCC with Integral Curb and Gutter
 - 4' PCC Sidewalk
 - Sealed Full Depth and Remove Existing Pavement
 - PCISAP Basin Limits
 - Retaining Wall



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

3000 148 Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.886.8700 • Fax: 402.886.2548
WWW.EAGC.COM

2019-12-10



LANDSCAPE NOTES:

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to utilities or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and size shall meet required size specifications.
3. All plants are to be watered immediately after planting and then watered and maintained once a week for a period of one month from time of planting.
4. All plant material shall be guaranteed to be in a live and healthy growing condition for two full growing seasons (trees) and one full growing season (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species including labor.
5. Verify all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop side contact). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials impeding to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide locally available shredded hardwood mulch on all areas and all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch ring to extend 1'-0" minimum beyond planting pit. Minor site grading to be included if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

IRRIGATION NOTES:

1. Irrigation bed to include meter pit and city utility fees.
2. Irrigate all sodded areas.
3. Irrigation controller to be mounted in a steel utility box with keypad lock.
4. Irrigation system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
5. Irrigation contractor responsible to winterize system one time.
6. Irrigation contractor to furnish as-built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
7. Irrigation contractor to provide owner an engineer an irrigation plan shop drawing and equipment catalog cuts for approval prior to installation.
8. Contractor to coordinate work with other amenities contractors.

SCREENING NOTES:

1. The contractor shall notify the architect of least forty-eight hours in advance of the time he intends to begin sodding and shall not proceed with such work until permission to do so has been granted. No sods will be placed. No sodding shall be done on frozen earth.
2. Care shall be exercised at all times to retain the sods and on the side of the sod during the process of transplanting. Sodding from vehicles will not be permitted. The sod shall be placed within eighteen (18) hours from the time it is harvested unless it is tightly rolled or stored in a satisfactory manner. If not in sods shall be kept moist and shall be protected from exposure to the sun and from freezing. No storage longer than three (3) days will be permitted. Sod which becomes dried out or does not meet the specifications will be rejected.
3. There shall be a minimum of six inches, after lapping, of sods under all sod. Excavations or handwork shall be made to a sufficient depth below the finished grade of the sod to accommodate the depth of sod as specified and the thickness of sod as specified. Further shall be applied at a rate to provide 100 pounds of nitrogen per acre unless further has been applied under another item in this contract to the sod in the sod bed. Fertilizer applied under this item shall be incorporated with the sod to a depth of at least two inches below the sod in sod, unless otherwise specified or approved. Incorporation shall be accomplished by digging, harrowing, disking, raking or other approved means.

4. The sod in which the sod is laid shall be reasonably moist and shall be watered, if as directed. The sod shall be laid vertically, edge to edge, and all openings shall be plugged with sod. Immediately after the sod is laid, it shall be pressed firmly into contact with the sod bed by tampering, rolling, or by other approved methods so as to eliminate all air pockets, provide true and even surfaces, insure bonding and protect all exposed soil edges but without development of the soil or deterioration of the surface of the sodded area and watered at the rate of five gallons per square yard of sodded area unless otherwise directed.

5. The contractor shall take care of the sodded area until all work on the entire contract has been completed, and not run from sodded areas and then accept. Such care shall consist of providing protection against soils by approved watering, weeding or fertilizing and the mowing of grass to the height of six inches when the growth attains a maximum height of four inches.

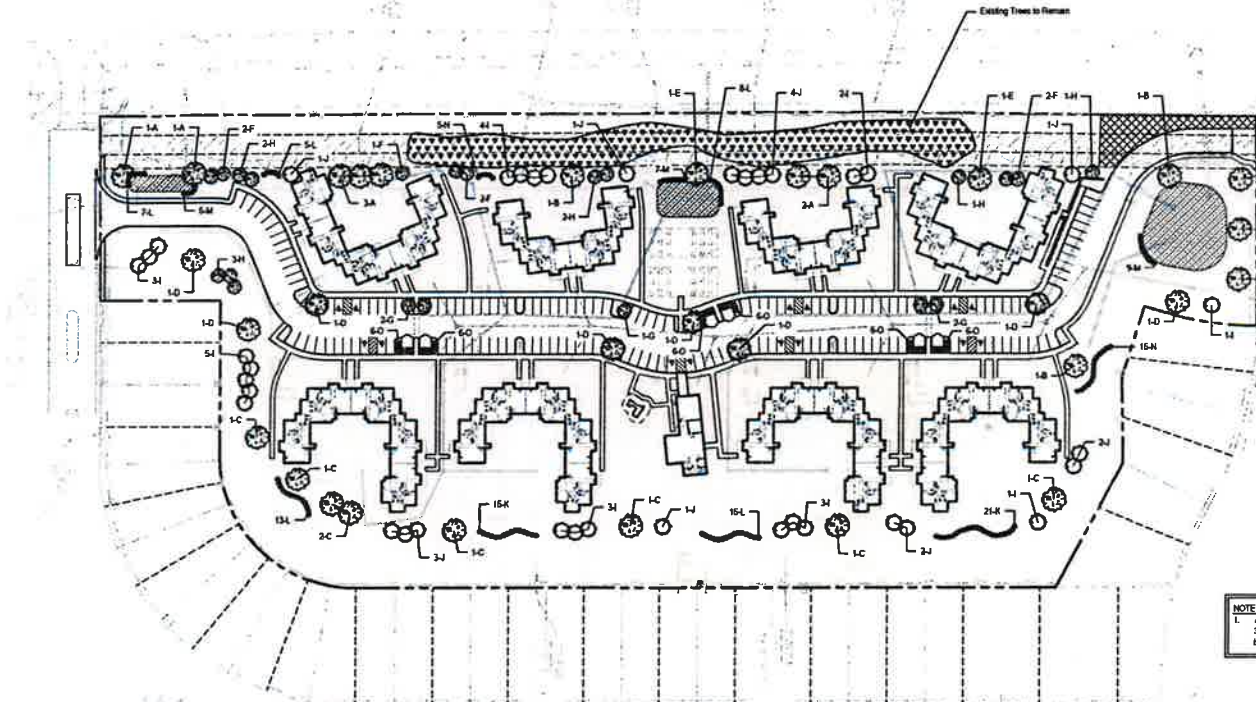
6. Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod to at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion at the finished surface. Any surface which becomes galled or otherwise damaged shall be repaired to reestablish the grade and conditions of the sod prior to sodding and shall then be re-watered and re-sodded as specified under this item.

7. In drainage ways or slopes, the sod shall be laid with their longest dimension parallel to the contours. Such sodding shall begin at the base of slopes or grades and the sodding progress to continuous parallel lines working upward. Vertical joints between such sodding shall be staggered. All sod shall be laid to the grades specified and the grades formed with special care at the junction of drainage ways.

8. Sod shall be laid in place by slabs in all drainage ways, on all slopes steeper than 4:1 and elsewhere where specified or as directed. Paving shall be done immediately after lapping. At least one stake shall be driven through each slab to be staked, and the stakes shall not be more than two feet apart. Stakes shall have their flat sides against the slope and be driven flush. Stakes for paving shall be of wood, approximately one inch by two inches and of sufficient length to penetrate the sod, the topsoil and to a 12-18 inch depth of base inches of subsoil.

9. The contractor shall keep all sodded areas thoroughly watered for a period of thirty (30) calendar days after the sodding work and so often as required to keep the sod fully established (see mowings) and accepted by the engineer and owner. Contractor to use temporary erosion for the watering of the sod. Contractor to supply all necessary hoses, tanks and sprayers for all watering needs.

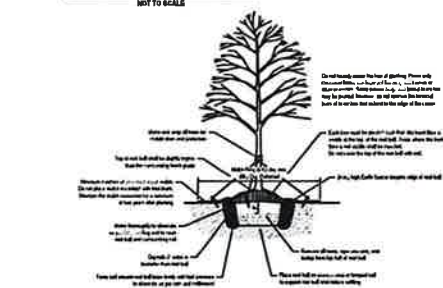
10. All sod must be fully established (see mowings) and growing at the time of inspection and acceptance.



NOTES:
1. All buildings permittees to have a 1 foot show strip installed with 2" minimum of their rock with a wood barrier facing and black demand edging.



SHRUB & PERENNIAL PLANTING DETAIL



TREE PLANTING DETAIL - B & B TREE

PLANT SCHEDULE

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
A	7	Quercus bicolor	Swamp White Oak	2"	B&B
B	3	Acer x freemontii	Autumn Blaze Maple	2"	B&B
C	8	Platanus occidentalis	Sycamore	2"	B&B
D	7	Gleditsia triacanthos	Styline Honeylocust	2"	B&B
E	5	Betula nigra	River Birch	2"	B&B
F	7	Acer glabrum	Amur Maple	2"	B&B
G	5	Pyrus calleryana	Callery Pear	2"	B&B
H	9	Malus 'Spring Snow'	Spring Snow Crabapple	2"	B&B
I	22	Picea pungens	Colorado Blue Spruce	7-8'	B&B
J	15	Picea glauca 'Densata'	Black Hills Spruce	7-8'	B&B
K	27	Eucyrtus alatus	Dwarf Burning Bush	3 Gal.	Cont.
L	48	Viburnum dentatum 'Christom'	Blue Mufin Viburnum	3 Gal.	Cont.
M	21	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 Gal.	Cont.
N	20	Juniperus x media 'Old Gold'	Old Gold Juniper	3 Gal.	Cont.
O	36	Taxus x media 'Hicksii'	Hicks Yew	3 Gal.	Cont.

- LEGEND:
- 280,010 SF - Areas to be installed with sod & irrigation
 - 2,800 SF - Areas to be installed with SuperSoft II Seed (United Seeds) & NAG SC150BN Rolled Erosion Control Blanket
 - Existing Tree to Remain
 - PCSPM Basins

TREE NOTES:

1. Landscape contractor must coordinate with all utilities and general contractor to field verify all utility locations that may conflict with all proposed tree planting locations on the project site.

ARTICLE XIX. LANDSCAPING & SCREENING REGULATIONS

- 8.11.06 (8) Multi-family developments shall provide one deciduous shade or evergreen tree, or two ornamental trees and three shrubs for every two dwelling units. This requirement is in addition to street yard landscaping requirements. Required = 38 trees & 113 shrubs. Provided = 38 deciduous / evergreen trees & 122 shrubs

- 8.11.06 (9)(A) Plant materials shall include at least one deciduous shade or one ornamental tree, and three shrubs for every 40 linear feet of street frontage. Required = 40 trees & 30 shrubs. Provided = 27 deciduous / evergreen trees 13 ornamental trees & 30 shrubs

- 8.11.06 (10)(A) There shall be 10 square feet of landscaped area per parking stall (150 stalls). Required = 2,850 SF. Provided = 6,068 SF

- 8.11.06 (10)(B) One tree which provides shade or is capable of providing shade at maturity shall be provided for every 300 sq. feet of required landscaped area. Required = 10 trees. Provided = 10 trees

E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

1000 N. Valley Road, Suite 100 • Omaha, NE 68104
Phone: 402.895.4000 • Fax: 402.895.3500
www.eagroup.com

L1.1

RECEIVED

DEC 10 2019

PLANNING DEPT.



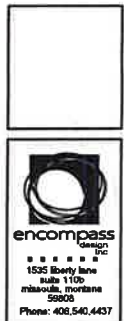
encompass
design
1535 Liberty Lane
Suite 110B
Missoula, Montana
59805
Phone: 406.540.4437

A MULTIFAMILY APARTMENT COMPLEX FOR:
BELLE PLANE APARTMENTS
BELLEVUE, NEBRASKA

PRELIMINARY
LANDSCAPE
EXHIBIT

DATE: December 6, 2019

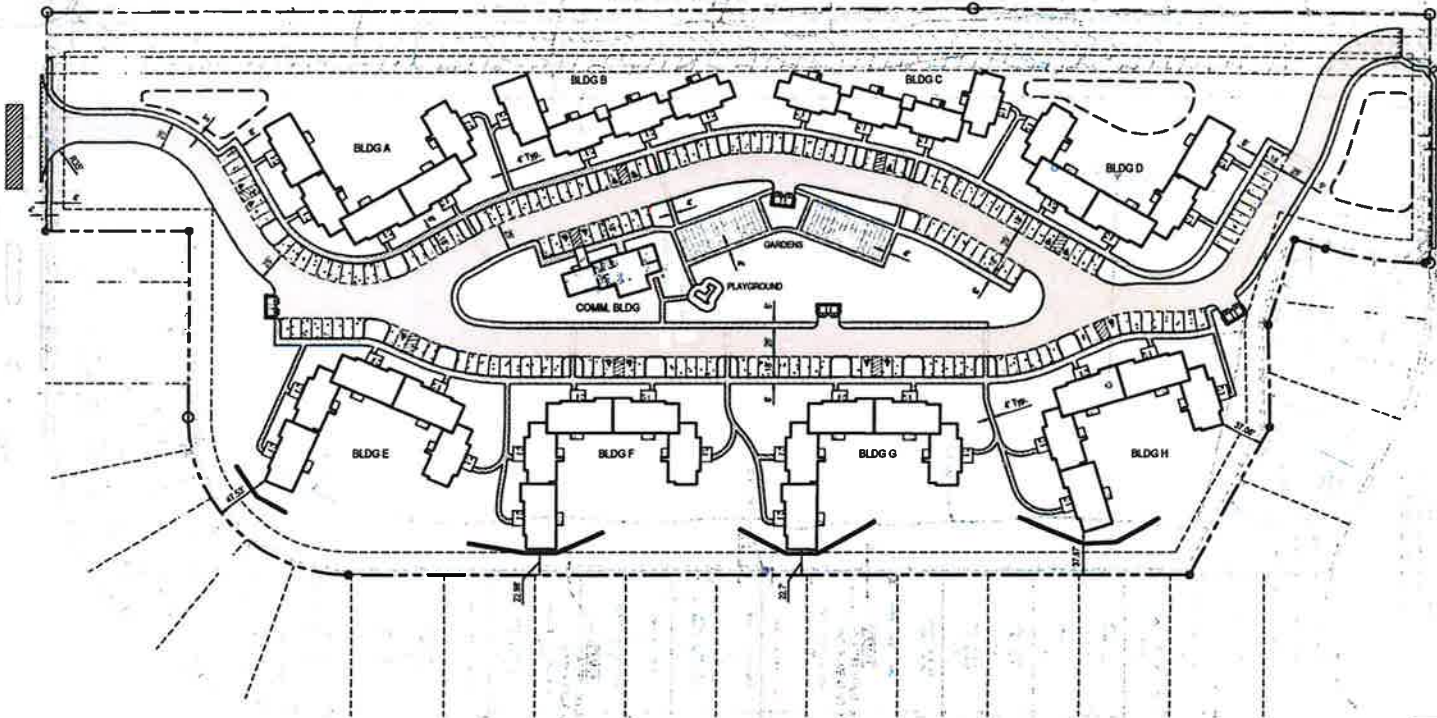
151917.001



A MULTIFAMILY APARTMENT COMPLEX FOR:
BELLE PLAINE APARTMENTS
BELLEVUE, NEBRASKA

SITE PLAN
APPROVAL SET 7/16/2019
**SITE PLAN
EXHIBIT**
DATE: July 16, 2019
BY: JAB/13/101

C1.1



SITE STATISTICS:
78 TOTAL UNITS
38 UNITS = 3-BEDROOM UNIT
35 UNITS = 4-BEDROOM UNIT
0.4 UNITS PER ACRE

174 TOTAL STALLS
2.3 STALLS PER UNIT

- LEGEND**
- 7' PCC With Integral Curb and Gutter
 - 5' PCC With Integral Curb and Gutter
 - 4' PCC Sidewalk
 - Sawcut Full Depth and Remove Existing Pavement
 - PCDMP Basin Limits
 - Retaining Wall

RECEIVED
JUL 16 2019
PLANNING DEPT.



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
10000 148th Street, Suite 100 • Omaha, NE 68144
Phone: 408.540.4437 • Fax: 408.540.8888
www.eacg.com

PSB19 127.881



encompass
design

March 25, 2018

Mr. Rusty Snow, President
Summit Housing Group, Inc.
283 W Front Street, Suite 1
Missoula, MT 59802

RE: Exhibit 207 – Amenities – Belle Plaine Apartments

As you know, we are presently providing conceptual design services for the Belle Plaine Apartments which will be constructed on the NE corner of Normandy Blvd. and Hwy. 75 in Bellevue, Nebraska. As such, this letter is to confirm that the project will include the following amenities:

- 1) On-site furnished community room with a minimum of 600 square feet.
- 2) Washer and dryer installed and maintained in each unit.
- 3) A community garden with designated water source that is paid for by the development owner, sufficient in size for every unit to grow vegetables and/or ornamentals.
- 4) Designated exterior playground area or exercise equipment with sufficient equipment for usage by tenants in all units.

Sincerely,

Jenn Clary, President
encompass design inc

J. Kate Sutherland, Project Architect
encompass design inc

RECEIVED
JUL 16 2019
PLANNING DEPT.

encompass design inc

1535 liberty lane suite 110b missoula mt 59808
O: 406.540.4437

Belle Plaine Apts Zoning Map

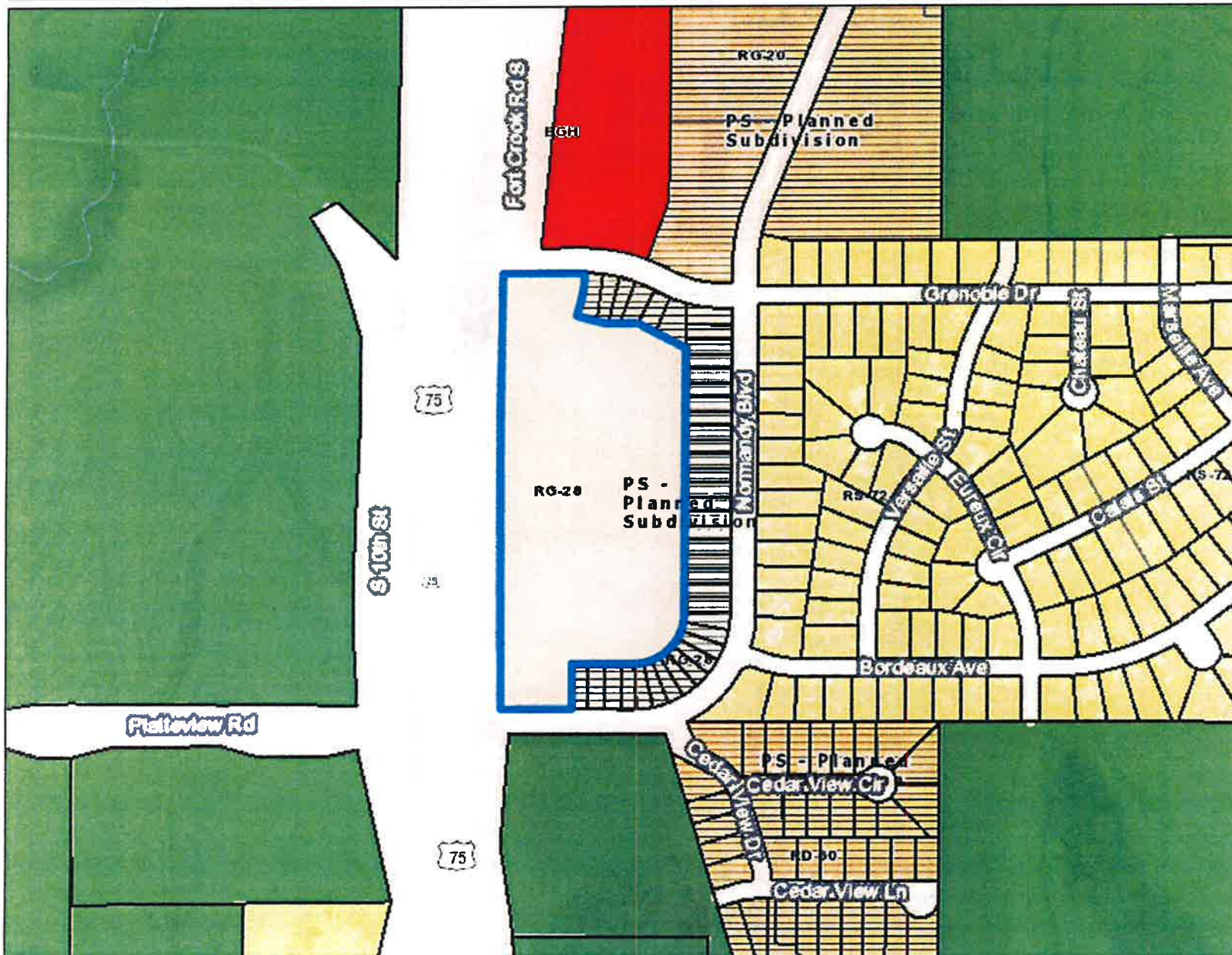
Location



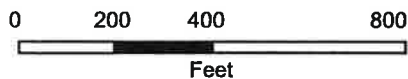
Legend

Road Centerlines
2018 Aerial Photo

- Red: Band_1
- Green: Band_2
- Blue: Band_3



1: 4,800



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Sarpy County GIS



1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

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

**11c.
3/3/2020**

COUNCIL MEETING DATE: 02/04/2020		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, Cascio Addition No. 1 from BG-PCO to RG-20 for the purpose of existing multi family residential. Applicant: Sheltering Tree Housing Corporation. Location: 1903 Gregg Road

SYNOPSIS/BACKGROUND:

Sheltering Tree is requesting a change in zone to bring the property into conformance with the current zoning regulations.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Rezoning Ordinance	3. Staff Report
4. <input type="checkbox"/>	5. <input type="checkbox"/>	6. <input type="checkbox"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Robinson
[Signature]
[Signature]



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ft

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Notes



ORDINANCE NO. 3989

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 1903 GREGG ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1, Cascio Addition No. 1, located in the Northwest $\frac{1}{4}$ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From BG-PCO (General Business District, Planned Center Overlay District) to RG-20 (General Residential, 2000 Square Foot Zone).

(Sheltering Tree Housing Corporation)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: 02/04/2020
Second Reading: 02/18/2020
Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Sheltering Tree Housing Corporation

LOCATION: 1903 Gregg Road

CITY COUNCIL HEARING DATE: January 23, 2020

REQUEST: rezone Lot 1 Cascio Addition No. 1, from BG-PCO to RG-20

On January 23, 2020, the City of Bellevue Planning Commission voted six yes, zero no and zero abstained:

APPROVAL of a request to rezone Lot 1 Cascio Addition No. 1, from BG-PCO to RG-20 for the purpose of existing multi-family residential, as well as an amendment to the Future Land Use Map of the Comprehensive Plan for this property based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area.

VOTE:

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

Planning Commission Hearing (s) was held on: January 23, 2020

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT #2

CASE NUMBER: Z-1912-08

FOR HEARING OF:

REPORT #1: January 23, 2019

REPORT #2: February 4, 2020

I. GENERAL INFORMATION

A. APPLICANT:

Sheltering Tree Housing Corporation
c/o Shirley McNally
1323 William Street
Omaha, NE 68108

B. PROPERTY OWNER:

Sheltering Tree Housing Corporation
1323 William Street
Omaha, NE 68108

C. LOCATION:

1903 Gregg Road

D. LEGAL DESCRIPTION:

Lot 1, Cascio Addition No. 1, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M. Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Rezone Lot 1, Cascio Addition No. 1, from BG-PCO to RG-20.

F. EXISTING ZONING AND LAND USE:

BG-PCO, General Business, Planned Center Overlay, Multi Family Residential
G. PURPOSE OF REQUEST:

The purpose of this request is to rezone the property to bring it into conformance with the current zoning regulations.

H. SIZE OF SITE:

The site is approximately 1.9 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

A multi family residential building consisting of 11 units is presently developed on the site. The building was constructed in 2014.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** Single-family residential/RG-20
- 2. East:** Single-family residential/RS-120
- 3. South:** Single-family residential/RS-84
- 4. West:** Commercial (Stella's Restaurant)/BG

C. RELEVANT CASE HISTORY:

- 1. On August 26, 2010 the Planning Commission recommended approval on a request for site plan approval for Lot 1, Cascio Subdivision No. 1, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of a ten unit housing project for adult persons with developmental disabilities.
- 2. On September 13, 2010, the City Council approved a request for site plan approval for Lot 1, Cascio Subdivision No. 1, located in the Northwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of an eleven unit housing project for adult persons with developmental disabilities.
- 3. On January 23, 2020, the Planning Commission recommended approval of a request to rezone Lot 1, Cascio Addition No. 1 from BG-PCO to RG-20 for the purpose of existing multi family residential, as well as an amendment to the Future Land Use Map of the Comprehensive Plan for this property based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area.

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

The applicant has indicated a desire to construct an addition onto the existing structure.

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for this location.
2. The property has access from Gregg Road.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Shirley McNally, for Sheltering Tree, Inc., has submitted a request to rezone Lot 1, Cascio Subdivision No. 1, from BG-PCO to RG-20.
2. The property is presently developed with an eleven unit multi family residential facility. Sheltering Tree is a housing community for persons with development disabilities.
3. This development received site plan approval from City Council in 2010 under its current zoning designation of BG-PCO. At that time, multi family residences were a permitted use in the BG zoning district, as the previous zoning ordinance utilized a pyramidal zoning concept. In 2011, the Zoning Ordinance was amended. The current zoning ordinance does not allow for multi family residential uses in the BG zoning district. Subsequently, the existing multi family residential use is considered legal non conforming.

4. The City Council has previously approved residential zoning for several legal non-conforming residences in commercial zoning since the 2011 Zoning Ordinance update.

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

No comments were received on this case.

6. The Future Land Use Map of the Comprehensive Plan shows this property as commercial, based on its current zoning. If the City Council desires to approve this rezoning request, staff recommends the approval also include a motion to amend the Future Land Use Map of the Comprehensive Plan as well.

7. The applicant has indicated she desires to construct an addition onto the existing facility. The requested RG-20 zoning does not require site plan approval. Under this zoning designation, all approvals would be done through the building permit process.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area with an amendment to the Future Land Use Map of the Comprehensive Plan for this property.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2018 GIS aerial
3. Letter from Shirley McNally received December 18, 2019

VII. COPIES OF REPORT TO:

1. Sheltering Tree, Inc.
2. Kyle Haase, E & A Consulting Group, Inc.
3. Public Upon Request

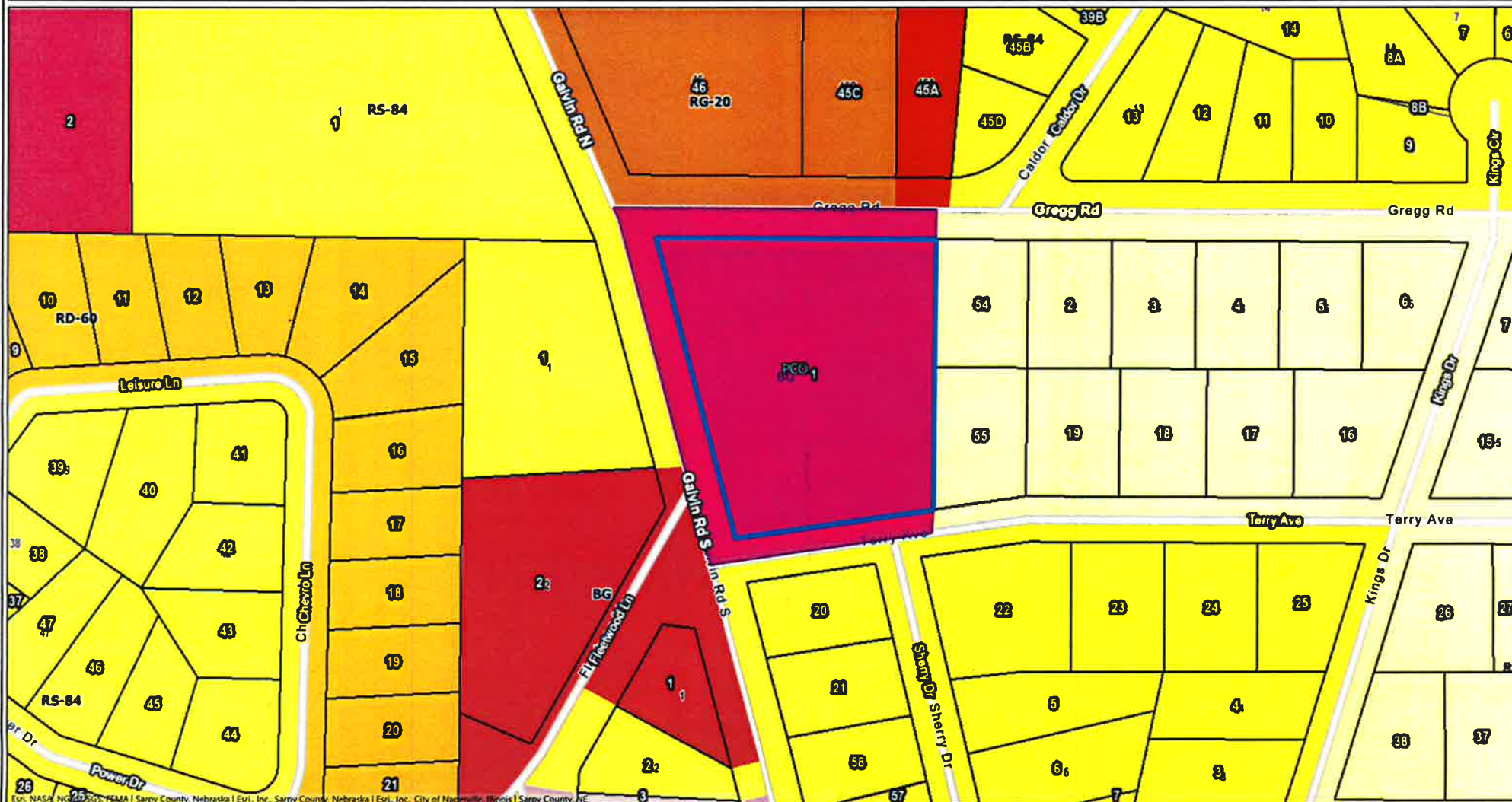
Angela Curry 1/30/20
Assistant Planning Manager

Sammi Palm 01/30/20
Planning Manager Date of Report



SARPY COUNTY
NEBRASKA

1983 Gregg Road Zoning Map



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ft



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Notes



Douglas and Sarpy Co., NE. Pottawattamie County, Sarpy County, Nebraska. Microsoft, Esri, Inc., Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Sarpy County, NE

0 100 200
ft

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Notes



Sheltering Tree Housing Corporation
1323 William Street
Omaha, Ne 68108


Ms. Tammi Palm
Planning Director
City of Bellevue
Planning Department
1510 Wall Street
Bellevue, NE 68005

Re: Rezoning of Site at 1903 Gregg Road, Bellevue, Ne 68005

Dear Ms. Palm:

The Sheltering Tree Housing Corporation requests a change in zoning for the above address. The City of Bellevue changed the zoning designations since this project was built. We want to come into compliance with the new zoning designation. Thank you.

Sincerely,



Shirley McNally
402-679-4444

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DEC 18 2019
PLANNING DEPT.



Notes

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

**14a.
3/3/2020**

COUNCIL MEETING DATE: 03/03/20		SUBMITTED BY: Tammi Palm, Planning Manager		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request for a 30 day extension of the Belle Lago Replat 1 final plat. Applicant: E & A Consulting Group Inc.

SYNOPSIS/BACKGROUND:

The Belle Lago Replat 1 final plat was approved by the City Council on November 19, 2019. Per Section 4-11, Subdivision Regulations, the approved final plat must be filed with the Register of Deeds within 90 days. The applicant was granted a 30 day extension on February 4, 2020. The applicant is requesting another 30 day extension, which would give them until April 17, 2020 to file the plat. The Subdivision Regulations state the City Council may approve this 30 day extension. E & A Consulting Group Inc is requesting this 30 day extension on behalf of the developer, HRC Belle Lago, LLC. Staff is supportive of this request.

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:

Staff is supportive of the request for a 30 day extension

ATTACHMENTS:

1. Letter from E & A	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bryant
Mark



E & A CONSULTING GROUP, INC.

Engineering Answers

10909 Mill Valley Road, Suite 100 • Omaha, NE 68154-3950

P 402.895.4700 • F 402.895.3599

www.eacg.com

February 13, 2020

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

RE: Final Plat Approval Extension Request
Belle Lago Replat I
E&A File P2018.541.001

Dear Ms. Palm,

The approval of the above referenced final plat will expire on March 18, 2020 per the previously approved 30-day extension. Several internal matters are still being worked on and we now believe we will be able to record the final plat around the last week of March. Because of this, we believe it is best to extend the approval period a second time. Therefore, on behalf of the owner and developer please let this letter serve as a request to extend the final plat approval 30 days from March 18, 2020. A check for the associated fee of \$200.00 is attached.

If you have any questions regarding our re-submittal, please contact me at 402-895-4700.

Sincerely,

A handwritten signature in black ink, appearing to read 'Justin Zetterman', is written over a horizontal line.

E&A Consulting Group
Justin Zetterman, PE, CFM

Cc: Mr. Larry Jobeun

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

**15a.
3/3/2020**

COUNCIL MEETING DATE: 3.3.20		SUBMITTED BY: Administration		
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:

Approve the Resolution authorizing representatives of the City of Bellevue to work with Congressman Fortenberry's office for assistance regarding FEMA funding and hazard mitigation relating to the March 2019 flooding.

SYNOPSIS/BACKGROUND:

City representatives have been working with FEMA to secure funding for certain projects relating to the March 2019 flooding in the City. Recently some items have changed per FEMA and the City representatives are reaching out to Congressman Fortenberry's office for assistance in this matter.

FISCAL IMPACT: 0 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve the Resolution authorizing representatives of the City of Bellevue to work with Congressman Fortenberry's office for assistance regarding FEMA funding and hazard mitigation relating to the March 2019 flooding.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
Mark E. Wood

RESOLUTION NO. 2020 - 14

WHEREAS, representatives of the City of Bellevue specifically but not limited to:

Public Works Director, Jeff Roberts

Community Development Director, Mark Elbert

Finance Director, Rich Severson

City Attorney, Bree Robbin

City Paralegal, Tahnee King

City Administrator, Jim Ristow

have contacted Congressman Jeff Fortenberry's office to assist in matters relating to FEMA hazard mitigation funding.

WHEREAS, the above identified representatives are seeking permission to have open contact and communication with Congressman Fortenberry's office and agents regarding FEMA funding and the projects pending in the City of Bellevue relating to the March 2019 flooding. Said communication may including providing and exchanging documents relating to the FEMA process and pending projects with the City.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that the above identified representatives of the City of Bellevue have permission to contact and communicate Congressman Jeff Fortenberry's office and agents to assist with matters relating to the FEMA mitigation projects and funding from the March 2019 flooding in Bellevue, Nebraska and said communication may include providing and exchanging requested documentation.

ADOPTED AND APPROVED this _____ day of March, 2020

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

***16a.**
3/3/2020

COUNCIL MEETING DATE: 03/03/2020		SUBMITTED BY: Jeff Roberts, Public Works Director		
AGENDA ITEM:	CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>		
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Sprinkler repairs compensation for 36th Street Improvement Project.

SYNOPSIS/BACKGROUND:

Midwest Right-of-Way has provided documentation for the the necessary sprinkler repairs not included in previous right-of-way negotiations for the 36th Street Improvement Project. The complete documentation is available upon request. This is an 80/20 split with NDOT.

FISCAL IMPACT: \$311.92 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

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: 36th Street Improvement Project		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: YES
CIP PROJECT NAME: ROW Acquisition 36th Street	CIP PROJECT NUMBER: ST 20(1)	
STREET DISTRICT NAME (S): 36th Street - 370 to Platteview	STREET DISTRICT NUMBER (S): 2011-3	
ACCOUNTING DISTRIBUTION CODE: 10-15	ACCOUNT NUMBER: 7010	

RECOMMENDATION:

Approve the sprinkler repairs compensation for the 36th Street Improvement Project.

ATTACHMENTS:

1. Letter from Midwest Right-of-Way	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bagel Robins
Mark Elbert

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

February 21, 2020

Jeff Roberts
City of Bellevue Public Works
1510 Wall Street
Bellevue, Nebraska 68005

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: A24

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Acquisition Contracts for the sprinkler repair payment for Tract A24, Mikhail A. and Natalie R. Mikhaylevskiy. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

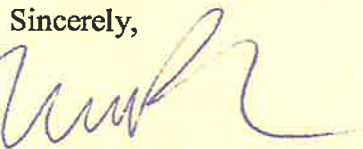
The original documents should be kept in the completed file.

Please send an original executed Acquisition Contract (Sprinkler) and a check in amount of \$311.92 made payable to:

**Mikhail A. Mikhaylevskiy and Natalie R. Mikhaylevskiy
13418 South 35th Avenue
Bellevue, Nebraska 68123**

Please e-mail copies of the signed contracts, recorded deeds, and a copy of the payment to rodriguezm@midwestrow.com to be included in the electronic file for audit purposes. If you have any questions, please contact us at 402-955-2900.

Sincerely,



Maria Rodriguez
Acquisition Agent

Enclosures

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16b.
3/3/2020

COUNCIL MEETING DATE: 02/04/2020		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 type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Accept the low proposal for the demo of 7312 S 25th St. Bellevue, NE. 68147

SYNOPSIS/BACKGROUND:

Accept proposal #2 from Christensen Excavating Co. in order to carry out the condemnation order to demolish the structure located at 7312 S. 25th St. Bellevue, NE. 68147

FISCAL IMPACT: \$10,100.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Accept proposal #2 from Christensen Excavating Co. submitted to the City in the amount of \$10,100.00 for the demolition and removal of the debris from the structure located at 7312 S. 25th St. Bellevue, NE. 68147

ATTACHMENTS:

- | | | |
|--------------------------------------|---|-------------------------------|
| 1. Proposal from Anderson Excavating | 2. Proposal from Christensen Excavation | 3. Proposal from Heimes Corp. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

Alfred Robbins
Mark Elbert

PROPOSAL

ANDERSON EXCAVATING CO., INC.

1920 Dorcas Street
Omaha, Nebraska 68108
Phone: 402-345-8800
Fax: 402-345-2420

An Equal Opportunity Employer

Submitted To: Mike Christensen
City of Bellevue
1510 Wall St.
Bellevue, NE. 68005

Phone: 402-293-3014 Date: 02/17/19
Project: House Demolition
Location: 7312 S. 25th St., Bellevue, NE.
Email: mike.christensen@bellevue.net

Demolition of House

1. Provide Certificate of Insurance for our work.
2. Perform Asbestos Survey.
3. All Salvage to become Property of This Contractor Upon Notice to Proceed
4. Provide all labor, equipment, and supervision for the removal and disposal of all asbestos containing Materials in accordance with all city, county, state, and EPA regulations if ACM present.
5. Disconnect all utilities to city codes.
6. Obtain Demolition Permit.
7. Provide all labor, equipment and supervision, for the complete demolition and removal of house Including footings and foundation.
8. Dispose of all rubble & debris at licensed landfill of recycling facility.
9. Backfill and grade to drain.

TOTAL PRICE FOR ABOVE WORK: \$12,200.00

We here propose hereby to fur material & labor complete in accordance with the above specifications, for the sum of:
TWELVE THOUSAND, TWO HUNDRED DOLLARS AND ZERO CENTS.
PAYMENT DUE TEN DAYS FROM INVOICE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents, or delays beyond control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation:

The contract price, unless otherwise arranged in writing is due 10 days upon completion and is thereafter delinquent. The delinquent Account will then bear interest or finance charges at the rate of 1.5% per month on the unpaid balance or an annual rate of 18% per annum.

ACCEPTANCE OF PROPOSAL The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlines above.

Authorized
Signature: _____

James D. Anderson, Project Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature _____

Date _____

Proposal

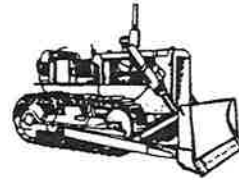
Page # _____ of _____ pages

CHRISTENSEN EXCAVATING CO., INC.

6625 "C" St.
OMAHA, NEBRASKA 68106

PHONE: (402) 393-2917

CELL: (402) 677-5550



JUST CAT'N AROUND

PROPOSAL SUBMITTED TO: <i>CITY OF BELLAVUE</i>		JOB NAME	JOB #
ADDRESS <i>16 Mike Christensen</i>		JOB LOCATION <i>7312 S. 25th</i>	
		DATE <i>Febr. 20, 2020</i>	DATE OF PLANS
PHONE #	FAX #	ARCHITECT	

We hereby submit specifications and estimates for: *CHRISTENSEN EXCAVATING WILL DO THE FOLLOWING:*
WILL INSPECT AND ABATE ANY ASBESTOS FINDS. SHUT OFF SEWER'S WATER
GET PERMIT. WRECK HOUSE AND REMOVE FOUNDATION. FILL AND
COMPACT HOLE. REMOVE DRIVEWAY AND SIDEWALK.
GRADE AND SEED ANY DISTURBED AREA

TOTAL 10,100.00

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ *THE THOUSAND ONE HUNDRED DOLLARS* _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
210 W. Mission Ave
Bellevue, NE 68005
Attn.: Mike

Date **2/24/20**
Phone **402.293.3032**
Email Mike.Christensen@bellevue.net
Job Info **House Demolition**
7312 S 25th ST. - Bellevue

House Demolition

Furnish water and sanitary sewer service disconnections
Obtain NESHAP notification paperwork (inspection by the City of Bellevue)
Demolish (1) single story house including basement foundation and footings
Remove concrete and miscellaneous above-grade junk materials
Haul off and legally dispose of all non-hazardous material
Import and compact fill to bring building footprint up to grade level – sloped grade
Furnish and install fescue seed and erosion control fabric

BID PRICE \$ 16,117.00

NOTES:

Performance bond has been included
**400 CY of soil will be imported to fill the void left from the foundation – if no dirt fill is required, DEDUCT \$ 4,000.00 from bid price
Water service will be disconnected from main per MUD requirements
Seed and fabric will be placed on new fill only
No pavement replacement has been included
No compaction testing has been included – soil will be track compacted with track loader
No salvage of any material has been included, all material will be disposed
No removal of sewer lines outside of building footprint has been included
No removal of wet or unsuitable soil has been included
Any hazardous materials discovered may require change pricing to remove from site; otherwise they will be container stored for owner disposal
Heimes Corp is currently (6) weeks out from being able to mobilize demolition equipment

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Matt Sykora for Heimes Corp.
This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16c.
3/3/2020

COUNCIL MEETING DATE: 02/04/2020		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 type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Accept the low proposal for the demo of 3614 Josephine St. Bellevue, NE. 68147

SYNOPSIS/BACKGROUND:

Accept proposal #1 from Anderson Excavating Co. in order to carry out the condemnation order to demolish the structure located at 3614 Josephine St. Bellevue, NE. 68147 - The financing for this demolition will need to come from the Community Betterment Funds.

FISCAL IMPACT: \$9,730.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Accept proposal #1 from Anderson Excavating Co. submitted to the City in the amount of \$9,730.00 for the demolition and removal of the debris from the structure located at 3614 Josephine St. Bellevue, NE. 68147

ATTACHMENTS:

1. Proposal from Anderson Excavating	2. Proposal from Christensen Excavation	3. Proposal from Heimes Corp.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Grey Roblins
Mark Elms

PROPOSAL

ANDERSON EXCAVATING CO., INC.

1920 Dorcas Street
Omaha, Nebraska 68108
Phone: 402-345-8800
Fax: 402-345-2420

An Equal Opportunity Employer

Submitted To: Mike Christensen
City of Bellevue
1510 Wall St.
Bellevue, NE. 68005

Phone: 402-293-3014 Date: 02/17/19
Project: House Demolition
Location: 3614 Josephine St., Bellevue, NE.
Email: mike.christensen@bellevue.net

Demolition of House

1. Provide Certificate of Insurance for our work.
2. Perform Asbestos Survey.
3. All Salvage to become Property of This Contractor Upon Notice to Proceed
4. Provide all labor, equipment, and supervision for the removal and disposal of all asbestos containing Materials in accordance with all city, county, state, and EPA regulations if ACM present.
5. Disconnect all utilities to city codes.
6. Obtain Demolition Permit.
7. Provide all labor, equipment and supervision, for the complete demolition and removal of house Including footings and foundations and 6 sheds.
8. Dispose of all rubble & debris at licensed landfill of recycling facility.
9. Backfill and grade to drain.

TOTAL PRICE FOR ABOVE WORK: \$9,730.00

We here propose hereby to fur material & labor complete in accordance with the above specifications, for the sum of:
NINE THOUSAND, SEVEN HUNDRED AND THIRTY DOLLARS AND ZERO CENTS.
PAYMENT DUE TEN DAYS FROM INVOICE.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strike, accidents, or delays beyond control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation:

The contract price, unless otherwise arranged in writing is due 10 days upon completion and is thereafter delinquent. The delinquent Account will then bear interest or finance charges at the rate of 1.5% per month on the unpaid balance or an annual rate of 18% per annum.

ACCEPTANCE OF PROPOSAL The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlines above.

Authorized
Signature: _____

James D. Anderson, Project Estimator

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Signature _____ Date _____

Proposal

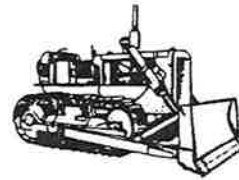
Page # _____ of _____ pages

CHRISTENSEN EXCAVATING CO., INC.

6625 "C" St.
OMAHA, NEBRASKA 68106

PHONE: (402) 393-2917

CELL: (402) 677-5550



JUST CAT'N AROUND

PROPOSAL SUBMITTED TO: <i>CITY OF Bellevue</i>		JOB NAME	JOB #
ADDRESS <i>c/o Mike Christensen</i>		JOB LOCATION <i>3614 JOSEPHINE</i>	
		DATE <i>FEBR. 20, 2020</i>	DATE OF PLANS
PHONE #	FAX #	ARCHITECT	

We hereby submit specifications and estimates for: *CHRISTENSEN WILL DO THE FOLLOWING:*
WILL INSPECT AND ABATE ANY ASBESTOS FOUND. SHUT OFF SEWER WATER,
GET PERMIT. WRECK HOUSE AND REMOVE FOUNDATION. FILL AND
COMPACT HOLE. REMOVE DRIVEWAY AND SIDEWALK.
GRADE AND SEED ANY DISTURBED AREA.

TOTAL: \$9,900.00

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ *NINE THOUSAND NINE HUNDRED DOLLARS AND 00* _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

[Signature]

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



Proposal

Excavating & Utilities Division
9144 South 147th Street • Omaha, NE 68138-3866
(402) 894-1000 • Fax (402) 894-2444

Proposal Submitted To
City of Bellevue
210 W. Mission Ave
Bellevue, NE 68005
Attn.: Mike

Date **2/24/20**
Phone **402.293.3032**
Email Mike.Christensen@bellevue.net
Job Info **House Demolition**
3614 Josephine ST. - Bellevue

House Demolition

Furnish water and sanitary sewer service disconnections
Obtain NESHAP notification paperwork (inspection by the City of Bellevue)
Demolish (1) two story house including basement foundation and footings
Demolish existing metal and wood sheds
Remove concrete and miscellaneous above-grade junk materials
Haul off and legally dispose of all non-hazardous material
Import and compact fill to bring building footprint up to grade level – sloped grade
Furnish and install fescue seed and erosion control fabric

BID PRICE \$ 14,996.00

NOTES:

Performance bond has been included
**130 CY of soil will be imported to fill the void left from the foundation – if no dirt fill is required,
DEDUCT \$ 1,800.00 from bid price
Water service will be disconnected from main per MUD requirements
Seed and fabric will be placed on new fill only
No pavement replacement has been included
No compaction testing has been included – soil will be track compacted with track loader
No salvage of any material has been included, all material will be disposed
No removal of sewer lines outside of building footprint has been included
No removal of wet or unsuitable soil has been included
Any hazardous materials discovered may require change pricing to remove from site; otherwise they
will be container stored for owner disposal
Fencing will be removed for equipment access only – No replacement of fence has been included
Heimes Corp is currently (6) weeks out from being able to mobilize demolition equipment

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Matt Sykora for Heimes Corp.
This proposal may be withdrawn by us if not
accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____ Authorized Signature _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
3/3/2020

COUNCIL MEETING DATE: 03/03/2020		SUBMITTED BY: Jeff Roberts, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>		
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		

SUBJECT:

Proposal to provide surveying services for Washington Park CDBG Project.

SYNOPSIS/BACKGROUND:

The Schemmer Associates Inc. proposes to render surveying services to the City of Bellevue Public Works Department in connection with surveying for the proposed Washington Park CDBG Project.

FISCAL IMPACT: \$7,600.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: YES

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Provide surveying services for Washington Park CDBG Project.		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Washington Park Improvements Surveying		
START DATE:	END DATE:	PAYMENT DATE: INSURANCE REQUIRED: YES
CIP PROJECT NAME: Washington Park Improvements	CIP PROJECT NUMBER: CIP PK 20(8)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 7040	ACCOUNT NUMBER:	

RECOMMENDATION:

City Council approve the proposal between the City of Bellevue Public Works Dept and The Schemmer Associates to survey the proposed Washington Park CDBG and have the Mayor authorize and sign.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Brey Roblins
Mark Elmer



February 13, 2020

Dean Dunn
City of Bellevue Public Works Department
1510 Wall Street
Bellevue, Nebraska 68005



RE: Proposal to Provide Surveying Services
Washington Park CDBG

Mr. Dean Dunn,

The Schemmer Associates Inc. (**Schemmer**) proposes to render surveying services to City of Bellevue Public Works Department (**Client**) in connection with the surveying for the proposed Washington Park CDBG (hereinafter referred to as **Project**). The development of the scope of services and compensation proposal was based in part on the following:

- E-mail and phone conversation with client
- Aerials of site and preliminary Layout

I. SCOPE OF SERVICES

Services to be provided by Schemmer shall consist of:

- *Control* – Recover existing horizontal and vertical control on site and set additional on site as necessary for survey services. Control set on site will be based on existing control recovered. The accuracy of the existing control will be relied upon and used for services described herein.
- *Surveying*- See *Exhibit A*
- *Cad services* – compute, set, and upload surveying data
- *Registered Land Surveyor* – project coordination, scheduling and QA/QC.

II. ASSUMPTIONS AND EXCEPTIONS

This scope as described above is based upon the following:

Schemmer shall only respond to requests for survey services from an authorized representative of City of Bellevue Public Works Department.

1. All items will be surveyed one time. Re-surveying will be additional services.
2. That a 48-hour notice will be given for staking requests.
3. Any work requested before 7:00 am or after 4:00 pm Monday thru Friday, or any work requested on the weekend or holidays will be billed at a rate of 1.5 times our standard hourly rates.

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street
Omaha, NE 68154
SCHEMMER.COM

Should the existing survey control, plans or other information provided to Schemmer contain errors, discrepancies or be incomplete, Schemmer shall suspend work until corrections, clarifications or additional information is provided by the Client.

III. FEES

- A. For Basic Services, as enumerated above, you will pay an **Hourly Rate with A Maximum Fee not to exceed Seven Thousand Six Hundred Dollars and No Cents (\$7,600.00)** to Schemmer in accordance with the terms of the attached General Conditions and Schedule of Standard Hourly Rates.
- B. Additional Services as approved and directed by Client will be rendered by Schemmer on a lump sum or an hourly rate basis as agreed to at the time such services are requested. If services are to be provided per hourly rates, you will be invoiced in accordance with our Schedule of Hourly Rates in effect at the time the Additional Services are requested plus reimbursable expenses for such services.

IV. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of these survey services to both the Client and Schemmer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Schemmer and its sub-consultants for any and all claims, losses, damages of any nature whatsoever from any cause or causes.

Such limitation of liability shall be the total aggregate liability of The Schemmer Associates Inc. and its sub-consultants to all those named and shall not exceed \$50,000.00 or Schemmer's total fee for services rendered on this project, whichever is greater.

Such claims and causes include, but are not limited to negligence, professional errors and omissions, strict liability, and breach of contractor warranty.

V. SCHEDULE

We understand that time is of the essence for this project and we stand ready to proceed upon receipt of an accepted agreement, a notice to proceed and required information.

We will work as expeditiously as possible on the surveying services after receipt of an accepted agreement, a notice to proceed and required information.

VI. ACCEPTANCE

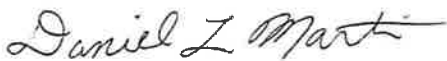
This agreement can be accepted by someone authorized by Client signing where indicated below or by providing an electronic mail written acceptance.

Surveying Services Proposal
Washington Park CDBG
February 13, 2020
Page 3

Either means of acceptance signifies an acceptance of all terms and conditions contained within this agreement. Any other form of agreement that may be proposed by Client shall include these terms and conditions in full.

We thank you for your consideration and look forward to working with you.

THE SCHEMMER ASSOCIATES INC.



Daniel L. Marti
Survey Manager



Charles D. Huddleston
Executive Vice President

ACCEPTED:

City of Bellevue Public Works Department authorized representative

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Attachments: General Conditions

Exhibit A

Scope of services:

- All Topographic features in the marked area. See Attachment.
- All overhead and underground utilities.
- One-call
- Property and right of way of existing monuments
- Contours for the drawing
- Points (showing point #, Northing and Easting, elevation and description
- 3d DTM tin
- This survey shall utilize the Nebraska State plane coordinates (NAD 83 for horizontal datum and NAVD 88 for vertical datum.

GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including, but not limited to, drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are Instruments of Service in respect to the project identified in the Agreement. They are not intended or represented to be suitable for use on extensions of this project or on any other project for any purpose without the specific written permission of The Schemmer Associates Inc., which may be withheld in The Schemmer Associates Inc.'s sole discretion. The Schemmer Associates Inc. may, in its sole discretion, condition permission on payment of additional compensation to The Schemmer Associates Inc. Any use without permission shall be at the user's sole risk and without liability to The Schemmer Associates Inc. Client agrees that it will indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due. If, after a period of suspension, the project is restarted, The Schemmer Associates Inc. shall be entitled to payment for any increased costs it incurs as a result of the suspension.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid for services performed prior to termination, including reimbursable expenses.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other, which consent may be withheld in the sole discretion of the non-assigning party.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the unpaid amount shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%) from the date of billing.
7. **DELINQUENT PAYMENTS.** If any payment due hereunder remains unpaid for a period of sixty (60) days after invoice, The Schemmer Associates Inc. may, in its sole discretion, cease providing services and not resume providing services until all amounts owing have been paid in full. Cessation of service for nonpayment shall not constitute breach by The Schemmer Associates Inc. of this agreement, or an election of remedies, and Client shall fully indemnify The Schemmer Associates Inc. for any liability or damages caused thereby. All mechanics lien rights available to The Schemmer Associates Inc. may be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be due as a result of the work performed by The Schemmer Associates Inc. shall be invoiced to Client as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Client shall indemnify and hold The Schemmer Associates Inc. harmless from and against all claims arising out of or related in any way to hazardous materials.
10. **NOTICE OF LIMITATION OF AGENTS' AUTHORITY.** Client understands and agrees that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this

agreement in any way except by a writing, expressly varying the terms of this Agreement.

11. **INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.** The Schemmer Associates Inc. agrees that it shall not knowingly take any action which shall cause loss of The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.

12. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the Client agrees that The Schemmer Associates Inc.'s liability to Client for damages arising out of or in any way related to its work in connection with the project or any error or deficiency in the Instruments of Service for the project, whether arising in contract, tort or otherwise, including, but not limited to, claims for indemnity or contribution shall be limited to the sum of \$50,000 or the amount paid to The Schemmer Associates Inc. as fees under this Agreement, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.

13. **COMPUTER AIDED DESIGN/DRAFTING (CADD).** CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.

13.1 Electronic files will be submitted to the Client for a 30-day acceptance period ("the Acceptance Period"). During this period, the Client may review and examine the files. Any errors discovered during the Acceptance Period will be corrected by The Schemmer Associates Inc. at no additional cost to Client. Any work associated with errors discovered or changes requested after the Acceptance Period will be considered additional services and will be performed on a time and materials basis, at The Schemmer Associates Inc.'s customary charge for the work requested. The Schemmer Associates Inc. will not maintain copies of the electronic files beyond the end of the Acceptance Period.

13.2 Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., Client agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after the end of the Acceptance Period. Client agrees that it will indemnify and save harmless The Schemmer Associates Inc. from any and all claims,

losses, costs, damages, awards, or judgments arising from use of the electronic media files or output generated from them. Upon the expiration of the Acceptance Period, The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that are submitted by it to Client. "Accuracy" as used in this paragraph is defined as meeting the care and skill ordinarily used by members of the professional practicing under similar conditions at the same time and in the same locality.

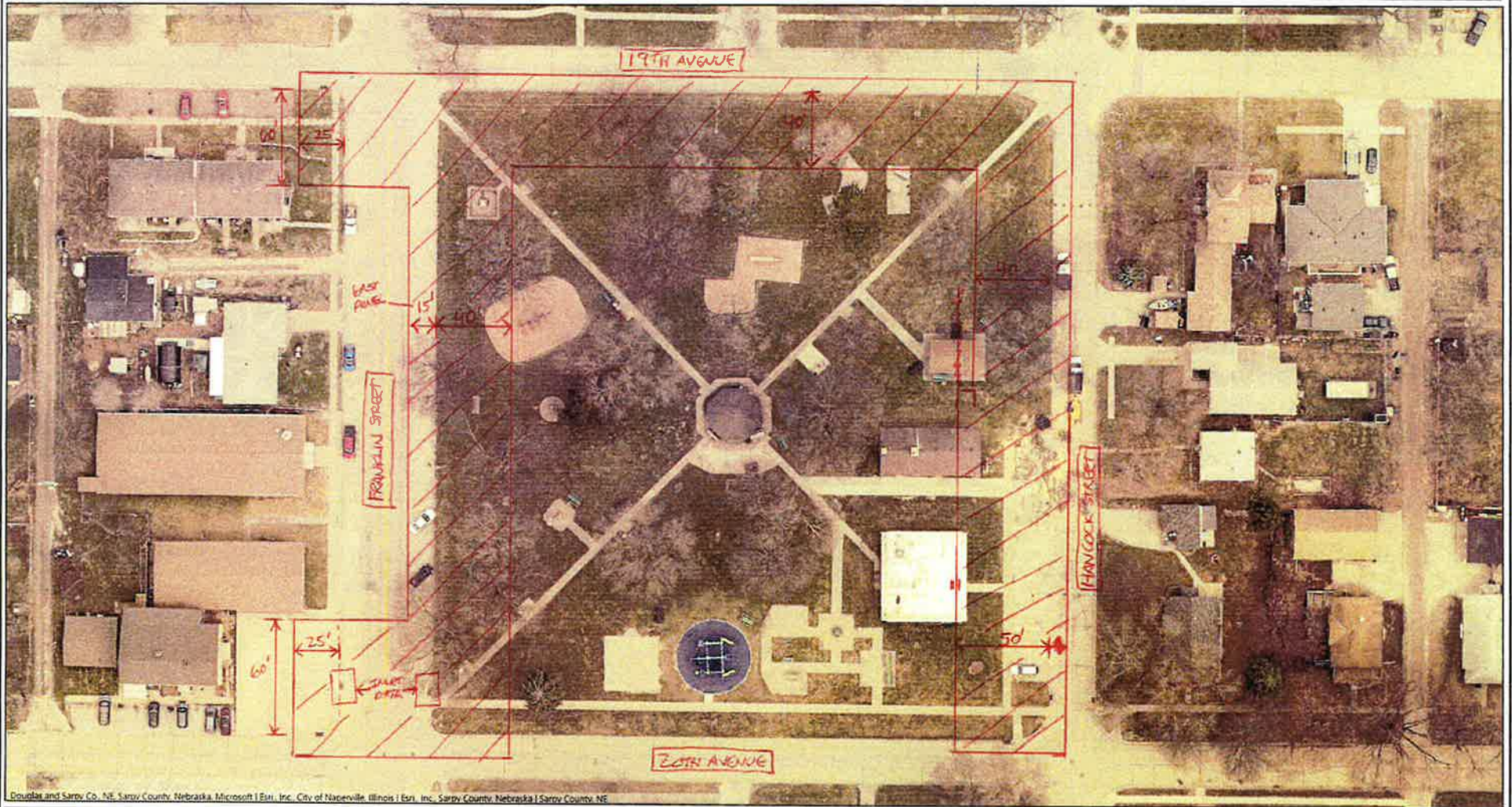
13.3 The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates Inc. reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.

13.4 Any use or reuse of electronic files by the Owner or others without written authorization from The Schemmer Associates Inc. for the specific purpose intended will be at the Owner's risk. The Schemmer Associates Inc. may refuse authorization in its sole discretion or condition authorization on CADD adaptation by The Schemmer Associates Inc. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of the agreement for the project. Owner will, to the fullest extent permitted by law, defend, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from use or reuse of electronic files without written authorization from The Schemmer Associates Inc.

14. **LIMITATION OF WARRANTY.** The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.

15. **GEOTECHNICAL MATERIALS TESTING SERVICE.** In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.

16. **CONSTRUCTION STAKING.** In the case that construction staking services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Construction Staking shall be considered a part of this document.



Douglas and Sarpy Co., NE, Sarpy County, Nebraska, Microsoft | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska | Sarpy County, NE

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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

CDBG WASHINGTON PARK IMPROVEMENTS
LIMITS OF SURVEY

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16e.
3/3/2020

COUNCIL MEETING DATE: 03/03/2020		SUBMITTED BY: Jeff Roberts, Public Works Director		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approve Bid for FIRE TRAINING FACILITY PAVEMENT REPLACEMENT - PHASE 2.

SYNOPSIS/BACKGROUND:

Approval of the low, responsive responsible bidder for the Fire Training Facility Pavement Replacement - Phase 2.

FISCAL IMPACT: \$81563.52 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: FIRE TRAINING FACILITY PAVEMENT REPLACEMENT - PHASE 2				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME: FIRE TRAINING FACILITY PAVEMENT REPLACEMENT - PHASE 2				
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: YES	
CIP PROJECT NAME:		CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):		
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:		

RECOMMENDATION:

City Council to Approve lowest bid of \$74,148.65 plus 10% contingency totaling \$81563.52 for FIRE TRAINING FACILITY PAVEMENT REPLACEMENT - PHASE 2 from TR-Construction. Have the Mayor authorize and sign.

ATTACHMENTS:

1. Bids	2. Contracts	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Byrd Roblin
Mark Elbert

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: FIRE TRAINING FACILITY PAVEMENT REPLACEMENT - PHASE 2

DATE: Wednesday February 12th, 2020

TIME: 10:00am

[illegible]

CONTRACT

SAMPLE CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this _____ day of _____ 20__ 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 _____ ("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 _____ ("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 _____ Dollars (\$_____) ("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 Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

ATTEST:

BY: _____

TITLE: _____

EXHIBIT “A”

SPECIFICATIONS

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **“FIRE TRAINING FACILITY PAVEMENT REPLACEMENT - PHASE 2”**, as specified in this Contract and in the plans and specifications in the City's request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2014 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

EXHIBIT "B"

COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

EQUAL EMPLOYMENT OFFICER

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

NON-DISCRIMINATORY RECRUITING

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

CONTRACTS AND CONTRACTORS

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.

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

**16f.
3/3/2020**

COUNCIL MEETING DATE: 03/03/2020		SUBMITTED BY: Chief Dargy		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Lease Renewal Agreement

SYNOPSIS/BACKGROUND:

The Bellevue Police have a Detective currently assigned to the DEA Task Force. Per the Departments agreement with them, the DEA provides payment for a leased vehicle for the Officer to drive. The Department pays the monthly payment up front and then is reimbursed by the DEA on a monthly basis. This is an ongoing lease that expires every two years. There have been no issues with this set up and Department wishes to continue it.

FISCAL IMPACT: 0 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES		COUNTER-PARTY: DEA	INTERLOCAL AGREEMENT: NO	
CONTRACT DESCRIPTION: Vehicle Lease				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM: 24 months	CONTRACT END DATE:	
PROJECT NAME:				
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED: NO	
CIP PROJECT NAME:		CIP PROJECT NUMBER:		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):		
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:		

RECOMMENDATION:

Recommend approval to lease a new vehicle for the Police Department DEA Task Force member.

ATTACHMENTS:

1. Lease Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Byrd-Ridline
Mark Ellis



Prepared For: City of Bellevue
Dargy, Thomas J

Date 01/22/2020
AE/AM KK0/KRH

Unit

Year 2020 Make Jeep Model Grand Cherokee

Series Laredo 4dr 4x4

Vehicle Order Type Ordered Term 24 State NE Customer# 481975

\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Initial Sales Tax
\$ 638.29 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 200.00	Other: Courtesy Delivery Fee
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 561.22 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)¹

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment
Liability Limit \$0.00

\$ 0.00 Physical Damage Management (Estimate Only)

\$ 0.00 Full Maintenance Program² Contract Miles 0
Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 0.0000%

\$ 0.00 Monthly Property Tax

\$ 561.22 Total Monthly Rental Including Additional Services

\$ 0.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name Dennis O'Connor, Sgt.
Exterior Color (0 P) Billet Silver Metallic Clearcoat
Interior Color (0 I) Black w/Cloth Bucket Seats or Black Sue
Lic. Plate Type Unknown
GVWR 0

Comp/Coll
Deductible 0 / 0

OverMileage
Charge \$ 0.00 Per Mile

Tires 0 Loaner Vehicle Not Included

Monthly Rental Includes 1,875 Miles Per Month
Miles in Excess Of 45,000 Will Be Charged At \$ 0.1000 Per Mile

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Closed - End (Walkaway) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Closed - End (Walkaway) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Walkaway Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

LESSEE City of Bellevue

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

¹Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

²The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**VEHICLE INFORMATION:**

2020 Jeep Grand Cherokee Laredo 4dr 4x4 - US

Series ID: WKJH74

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 34,125.00	\$ 34,345.00
Total Options	\$ 2,440.00	\$ 3,440.00
Destination Charge	\$ 1,495.00	\$ 1,495.00
Total Price	\$ 38,060.00	\$ 39,280.00

SELECTED COLOR:

Exterior: PSC - (0 P) Billet Silver Metallic Clearcoat

Interior: X9 - (0 I) Black w/Cloth Bucket Seats or Black Suede Seats w/Black Stitching

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BE	Quick Order Package 2BE Laredo E	\$ 757.00	\$ 1,550.00
A5	Cloth Bucket Seats	STD	STD
ADL	Skid Plate Group	Included	Included
APA	Monotone Paint Application	STD	STD
AVT	All Weather Trail Rated Package	\$ 1,509.00	\$ 1,695.00
BNH	Hill Descent Control	Included	Included
CMK	MOPAR Cargo Area Liner	Included	Included
CWA	MOPAR Slush Mats	Included	Included
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DKA	Quadra-Trac II 4WD System	Included	Included
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
JPM	Heated Front Seats	Included	Included
JPR	Power 8-Way Driver/Manual Passenger Seat	Included	Included
JPU	Power 4-Way Driver Lumbar Adjust	Included	Included
MDA	Front License Plate Bracket	NC	NC
MT2	Trail Rated Badge	Included	Included
MW1	Bright Side Roof Rails	Included	Included
NAS	50 State Emissions	NC	NC
NHK	Engine Block Heater	Included	Included
NHS	Heated Steering Wheel	Included	Included
PSC_02	(0 P) Billet Silver Metallic Clearcoat	\$ 174.00	\$ 195.00
RSD	SiriusXM Satellite Radio	Included	Included
SDA	Normal Duty Suspension	STD	STD
TBB	Full Size Spare Tire (TBB) (DISC)	NC	NC
TY8	Tires: P245/70R17 BSW On/Off Road	STD	STD
UAG	Radio: Uconnect 4 w/7" Display	NC	NC
WF4	Wheels: 17" x 8.0" Silver Aluminum	STD	STD
WLB	Steel Spare Wheel	Included	Included
X9_01	(0 I) Black w/Cloth Bucket Seats or Black Suede Seats w/Black Stitching	NC	NC
XAB	Selec-Terrain System	Included	Included
XBM	Remote Start System	Included	Included
XEA	Tow Hooks	Included	Included
XEE	Fuel Tank Skid Plate Shield	Included	Included
XEF	Transfer Case Skid Plate Shield	Included	Included
XEU	Front Suspension Skid Plate	Included	Included
XF3	Underbody Skid Plate	Included	Included
Z6K	GVWR: 6,500 lbs	STD	STD

8

9

CONFIGURED FEATURES:

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Skid Plates: skid plates
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Front License Plate Bracket: front license plate bracket
Body Material: galvanized steel/aluminum body material
Roof Rack: rails only
Rocker Panel Extensions: rocker panel extensions
Grille: body-coloured grille with chrome accents

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Console Ducts: console ducts
Dual Zone Infrared: front dual-zone air conditioning w/infrared
Cruise Control: cruise control with steering wheel controls
Fuel Remote Release: power fuel remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: Keyless Enter & Go proximity key
Valet Key: valet function
Trunk FOB Controls: keyfob trunk/hatch/door release
Remote Engine Start: remote engine start
Steering Wheel: heated steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated driver and passenger-side visor mirrors
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Seatback Storage Pockets: 2 seatback storage pockets
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: SiriusXM AM/FM/HD/Satellite with seek-scan
Radio Data System: radio data system
Equalizer: graphic equalizer
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: integrated roof antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Front Fog Lights: front fog lights
Front Wipers: variable intermittent speed-sensitive wipers wipers

Rear Window wiper: fixed interval rear window wiper with heating wiper park
Rear Window Defroster: rear window defroster
Tinted Windows: deep-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog display
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning
Park Distance Control: ParkSense with Stop rear parking sensors
Trip Computer: trip computer
Trip Odometer: trip odometer
Blind Spot Sensor: blind spot sensor
Oil Pressure Gauge: oil pressure gauge
Water Temp Gauge: water temp. gauge
Oil Temp Gauge: oil temperature gauge
Transmission Oil Temp Gauge: transmission oil temp. gauge
Engine Hour Meter: engine hour meter
Clock: in-radio display clock
Systems Monitor: systems monitor
Rear Vision Camera: rear vision camera
Oil Pressure Warning: oil-pressure warning
Water Temp Warning: water-temp. warning
Battery Warning: battery warning
Low Coolant Warning: low-coolant warning
Lights On Warning: lights-on warning
Low Fuel Warning: low-fuel warning
Low Washer Fluid Warning: low-washer-fluid warning
Bulb Failure Warning: bulb-failure warning
Door Ajar Warning: door-ajar warning
Trunk Ajar Warning: trunk-ajar warning
Brake Fluid Warning: brake-fluid warning
Turn Signal On Warning: turn-signal-on warning
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
Number of ABS Channels: 4 ABS channels
Brake Assistance: brake assist
Brake Type: four-wheel disc brakes
Vented Disc Brakes: front ventilated disc brakes
Daytime Running Lights: daytime running lights
Spare Tire Type: full-size spare tire
Spare Tire Mount: spare tire mounted inside under cargo
Driver Front Impact Airbag: driver and passenger front-impact airbags
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
Overhead Airbag: curtain 1st and 2nd row overhead airbag
Knee Airbag: knee airbag
Occupancy Sensor: front passenger airbag occupancy sensor
Height Adjustable Seatbelts: height adjustable front seatbelts
Seatbelt Pretensioners: front seatbelt pre-tensioners
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
Fuel Flap Locking Type: locking fuel flap included with power door locks
Side Impact Bars: side-impact bars
Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
Rear Child Safety Locks: rear child safety locks
Ignition Disable: Sentry Key immobilizer
Panic Alarm: panic alarm
Tracker System: tracker system
Electronic Stability: electronic stability stability control with anti-roll

Traction Control: Selec-Terrain ABS and driveline traction control
Front and Rear Headrests: manual adjustable front head restraints
AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
Rear Headrest Control: 3 rear head restraints
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 5
Front Bucket Seats: front bucket seats
Front Heated Cushion: driver and passenger heated-cushions
Front Heated Seatback: driver and passenger heated-seatbacks
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
Reclining Driver Seat: power reclining driver and manual reclining passenger seats
Driver Lumbar: power 4-way driver and passenger lumbar support
Driver Height Adjustment: power height-adjustable driver and passenger seats
Driver Fore/Aft: power driver and passenger fore/aft adjustment
Driver Cushion Tilt: power driver and passenger cushion tilt
Fold Flat Passenger Seat: fold flat passenger seat
Front Centre Armrest Storage: front centre armrest with storage
Rear Seat Type: rear manual reclining 60-40 split-bench seat
Rear Folding Position: rear seat fold-forward seatback
Rear Seat Armrest: rear seat centre armrest
Leather Upholstery: cloth front and rear seat upholstery
Headliner Material: full cloth headliner
Floor Covering: full carpet floor covering
Dashboard Console Insert, Door Panel Insert Combination: simulated wood/metal-look instrument panel insert, door panel insert, console insert
Shift Knob Trim: leather/metal-look shift knob
LeatherSteeringWheel: leather/metal-look steering wheel
Floor Mats: rubber front and rear floor mats
Interior Accents: chrome/metal-look interior accents
Cargo Space Trim: carpet cargo space
Trunk Lid: plastic trunk lid/rear cargo door
Cargo Mats: vinyl/rubber cargo mat
Cargo Tie Downs: cargo tie-downs
Cargo Light: cargo light
Concealed Cargo Storage: concealed cargo storage
Cargo Tray: cargo tray/organizer

Standard Engine:

Engine 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual