

Bellevue City Council Meeting

Monday, June 25, 2018 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
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, MINUTES, AND ADVISORY COMMITTEE REPORTS :
 - a. Approval of Agenda
 - b. Approval of Consent Agenda
 1. *Approval of the Minutes from the June 11, 2018, Council Meeting
 2. *Approving the Claims as Presented
 3. Approving the Reappointment of Marti Noden to the Bellevue Public Library Advisory Board (Mayor)
 4. Approving the Appointment of Kelly Ethridge to the Bellevue Historical and Landmark Preservation Committee (Mayor)
 5. Approval for the Mayor to Sign the Agreement between the Nebraska State Patrol and the Bellevue Police Department to allow access to the National Crime Information Center through the MACH Program (Acting Police Chief)
 6. Approval for the Mayor to Sign the Service Agreement with Progressive Business Technologies, Inc., for the Property Evidence Unit's printer in the amount of \$225 per year (Acting Police Chief)
 7. Approval of and Authorization for the Mayor to Sign the Quote for Rhodium Incident Management Software at an annual cost of \$2,103.75 for five years (Acting Police Chief)
 8. Approval of the Deed of Reconveyance to Release the Deed of Trust on 3401 Faulk Avenue (Finance Director)
6. SPECIAL PRESENTATIONS: None
7. LIQUOR LICENSES: None
8. ORDINANCES FOR ADOPTION (3rd reading): None
9. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 3907: Rezoning Lot 33B1, Pleasant Hill or Martin's Subdivision, from RS-72 to RE Applicant: Michael Belcastro Location 8006 South 25th Street (Planning Director)
10. ORDINANCES FOR INTRODUCTION (1st reading): None
11. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
 - a. Public Hearing on the Request for a Conditional Use Permit to allow for the Construction of a Church at 12210 South 36th Street Applicant: Father Leo Rigatuso for St. Matthew Church (Planning Director)
12. RESOLUTIONS:
 - a. Resolution No. 2018-15: Awarding the Bellevue Major Street

Resurfacing Project identified as MAPA-5061(7) to Western Engineering Company, Inc., in the amount of \$2,747,933.25 (Public Works Director)

13. CURRENT BUSINESS:

a. Approval of and Authorization for the Mayor to Sign Amendment No. One to the Agreement for Engineering Services between the City of Bellevue and HDR Engineering, Inc., in an amount not to exceed \$46,785, for the Quail Creek Basin Project (Public Works Director/Wastewater Operations Manager)

14. ADMINISTRATION REPORTS - Comments must be limited to items on the current Reports

15. PUBLIC REQUESTS TO BE HEARD

16. CLOSED SESSION:

a. To provide the Status and for a Discussion on Bargaining Agreement Negotiations with the Bellevue Police Officers Association (BPOA)

17. ADJOURNMENT

MINUTE RECORD

Bellevue City Council Meeting, June 11, 2018, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rita Sanders at the Bellevue City Hall on the 11th day of June, 2018, at 6:00 p.m. Present were Council Members John Hansen, Paul Cook, Pat Shannon, Donald Preister, Thomas Burns, and Jim Moudry.

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 Sanders led the Pledge of Allegiance. Pastor David Lydick, Midlands Bible Baptist Church, 2407 Chandler Road East in Bellevue, gave the invocation.

Open Meetings Act

Mayor Sanders 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 Moudry, to approve the agenda. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

Approval of the Consent Agenda

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

SPECIAL PRESENTATIONS: None

LIQUOR LICENSES: None

ORDINANCES:

Ordinance No. 3905: Sale of City Surplus Property just South of 1311 Bluff Street (Third Reading)

Ordinance No. 3905, an ordinance providing for the sale of certain real estate, same being described in Section 1 of this ordinance; directing the conveyance of such real estate, and the manner and terms thereof, and designating an effective date, was read by title only for the third and final reading.

Motion was made by Shannon, seconded by Preister, that Ordinance No. 3905 be adopted. Mayor Sanders asked "Shall Ordinance No. 3905 be passed and adopted?" and upon roll call the following voted yes: Hansen, Cook, Shannon, Preister, Burns, and Moudry; voting no: none. Mayor Sanders proclaimed Ordinance No. 3905 passed and adopted.

Ordinance No. 3907: Rezoning Lot 33B1, Pleasant Hill or Martin's Subdivision, from RS-72 to RE Applicant: Michael Belcastro Location 8006 South 25th Street (First Reading)

Ordinance No. 3907, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 8006 South 25th Street, more particularly described in Section 1 of the ordinance and to provide an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on June 25, 2018.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None

RESOLUTIONS:

Resolution No. 2018-14: Giving Notice to the Property Owner(s) at 408 Sullivan Circle to construct the Sidewalk/Driveway Approach Repairs according to the City Code for Sidewalk Construction

Motion was made by Preister, seconded by Burns, to approve Resolution No. 2018-14. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

Approval for the Mayor to sign the 2018 Kawasaki User Relations Loan Agreement Form for two Side-by-Side Utility Vehicles to be used by the Police and Fire Department

Motion was made by Cook, seconded by Moudry, to approve the Mayor to sign the agreement. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

MINUTE RECORD

Bellevue City Council Meeting, June 11, 2018, Page 2

Approval of the Renewal of the UNMC/BMC Training Affiliation Agreement

Motion was made by Shannon, seconded by Moudry, to approve the Mayor to sign the renewal of the agreement and the corresponding Business Associate Agreement. Roll call vote on the motion was as follows: Hansen, Cook, Shannon, Preister, Burns, and Moudry voted yes; voting no: none. Motion carried.

ADMINISTRATION REPORTS:

Mayor Sanders asked if there were any questions for the City Administrator or any of the Directors on the report presented. Mr. Shannon wanted to open a discussion on the raise in sewer rates as proposed by Omaha. City Administrator Joe Mangiamelli advised that topic would be forthcoming for discussion once more information was received. Assistant City Attorney Timothy Buckley reminded the Council only items that are part of the Administration Reports can be discussed.

PUBLIC REQUESTS TO BE HEARD:

Mayor Sanders read the following statement: "Any member of the public addressing the Council shall abide by Council Policy Resolution No. 35 regarding the Principles of Conduct and Decorum which states 'any statements made during City Council meetings by the Mayor, members of the City Council, City officials and employees, or members of the general public shall not involve personal, impertinent, or slanderous attacks on individuals, regardless of whether the individual so attacked is an elected official, a city official or employee, or a member of the general public' and also Bellevue City Code Section 2-68 regarding the manner of addressing the Council. Copies of the aforementioned rules are posted outside the Council Chambers. Speakers shall limit their presentations to five minutes."

Mr. Chuck Fredrick spoke about the need for transparency. He said the front podium needs to be lower because when sitting in the audience, it is hard to see the Council. He thanked Misters Shannon and Moudry for voting against the Library study as it is something staff could do for much less. He would like to see a list of studies showing how much they cost and what the outcomes were. Mr. Fredrick stated the City needs to stop foolish spending. He suggested everyone check out his website.

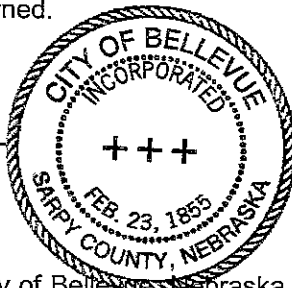
Mayor Sanders asked for additional comments from the public. No one came forward to speak. Mayor Sanders closed the public requests to be heard section of the meeting.

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Preister, at 6:24 p.m. the meeting adjourned.


Sabrina Ohnmacht, City Clerk



Rita Sanders, 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 June 11, 2018; 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.


City Clerk

MINUTE RECORD

#56.2

CLAIMS FOR JUNE 25, 2018

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MAYOR

CENTURY LINK	MONTHLY SERVICE-2018-5-22	27.19
		<u>\$ 27.19</u>

CITY ADMINISTRATOR

CENTURY LINK	MONTHLY SERVICE-2018-5-22	54.39
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	814.37
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	31.12
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	96.30
OMAHA WORLD HERALD CO	SARPY COUNTY HALL OF FAME AD	511.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	24.48
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	51.36
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	131.92
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	201.36
		<u>\$ 1,916.30</u>

CITY COUNCIL

METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	114.55
UPS	DELIVERY FEE FOR PAYCHECK-SHANNON	22.30
		<u>\$ 136.85</u>

LEGAL

MARK A KLINKER	RETAINER-JUN 2018	500.00
WOODS & AITKEN, LLP	LEGAL SERVICES-CIR 1443	2,436.00
		<u>\$ 2,936.00</u>

CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE-2018-5-22	18.13
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	(0.02)
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	72.22
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	20.59
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	29.92
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	65.95
		<u>\$ 206.79</u>

CITY CLERK

557TH WEATHER WING TOP III	FW BOND DEPOSIT REFUND	1,000.00
BAREBACKS AND BELLS	FW BOND DEPOSIT REFUND	1,000.00
BELLEVUE CHRISTIAN CENTER	FW BOND DEPOSIT REFUND	1,000.00
BELLEVUE LITTLE THEATRE	FW BOND DEPOSIT REFUND	1,000.00
BELLEVUE OFFUTT KIWANIS CLUB	FW BOND DEPOSIT REFUND	1,000.00
BELLEVUE ROD & GUN CLUB	FW BOND DEPOSIT REFUND	1,000.00
BELLEVUE SOCCER CLUB	FW BOND DEPOSIT REFUND	1,000.00
BELLEVUE UNIVERSITY ATHLETICS	FW BOND DEPOSIT REFUND	1,000.00
BELLEVUE UNIVERSITY FOUNDATION	FW BOND DEPOSIT REFUND	1,000.00
BELLEVUE WEST BAND BOOSTER	FW BOND DEPOSIT REFUND	1,000.00
BETHEL CHRISTIAN UNITED PENTECOSTAL	FW BOND DEPOSIT REFUND	1,000.00
BRYAN HIGH SCHOOL COACHES ASSOCIATION	FW BOND DEPOSIT REFUND	1,000.00
CENTURY LINK	MONTHLY SERVICE-2018-5-22	27.19
CORNERSTONE CHRISTIAN SCHOOL	FW BOND DEPOSIT REFUND	1,000.00
DANIEL J. GROSS CATHOLIC HIGH SCHOOL	FW BOND DEPOSIT REFUND	1,000.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	(0.01)
HABITAT FOR HUMANITY OF SARPY COUNTY	FW BOND DEPOSIT REFUND	1,000.00
LUCY MORE	ANNUAL EASEMENT PAYMENT	70.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	63.78
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	31.12

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CITY CLERK (cont'd)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	125.18
OFFUTT LIGHTING SELECT BASEBALL ASSN	FW BOND DEPOSIT REFUND	1,000.00
RAVEN HAVEN RECONNAISSANCE	FW BOND DEPOSIT REFUND	1,000.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	18.00
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	25.80
SAINT MARY'S CATHOLIC SCHOOL	FW BOND DEPOSIT REFUND	1,000.00
SPIRIT LIFE ASSEMBLY OF GOD CHURCH	FW BOND DEPOSIT REFUND	1,000.00
VETERANS SUPPORT ASSOCIATION, INC	FW BOND DEPOSIT REFUND	1,000.00
		\$ 20,361.06

FINANCE/RISK MANAGEMENT/SAFETY

ABILA	ABILA MAINTENANCE AND SUPPORT	9,105.00
BELLEVUE OPTICAL	SAFETY GLASSES-MYERS, NIEMIER	198.00
BELLEVUE PRINTING COMPANY	CITY ENVELOPES	505.95
CENTURY LINK	MONTHLY SERVICE-2018-5-22	135.53
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	814.35
HANEY SHOE STORE	SAFETY SHOES-LOYEMAN	199.99
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	124.49
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	105.92
PETTY CASH - FINANCE	OVERNIGHT MAILING, SUPPLIES	14.68
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	73.69
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	120.24
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	65.95
		\$ 11,493.79

LIBRARY

APPLES & MORE	STAMP PADS	14.97
CENGAGE LEARNING, INC	BOOKS	707.75
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	85.08
CENTURY LINK	MONTHLY SERVICE-2018-5-22	90.65
DEMCO	DUAL DROP BOOK RETURN	6,622.85
DEMCO	BOOK SUPPLIES	481.17
DILLONS CUSTOMER CHARGES	SUPPLIES	22.96
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	814.35
INDOFF	OFFICE SUPPLIES	811.73
INGRAM LIBRARY SERVICES	BOOKS	4,376.34
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	354.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	15.57
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	155.62
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	120.32
MIDWEST TAPE	VIDEOS	49.98
NEOFUNDS BY NEOPOST	REFILL POSTAGE METER-LIBRARY	750.00
OCLC INC	ON-LINE CATALOGING	1,261.16
PRONUNCIATOR	LIBRARY SUBSCRIPTION	1,850.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	70.56
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	92.56
RUFF WATERS	AQUARIUM MANAGEMENT	69.99
SHOWCASES	CD JEWEL CASES, SUPPLIES	77.49
SIRSI DYNIX	CONTRACT RENEWAL	9,571.00
STAPLES ADVANTAGE	OFFICE SUPPLIES	483.85
		\$ 28,950.90

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ADMINISTRATIVE SERVICES

CENTURY LINK	MONTHLY SERVICE-2018-5-22	135.97
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	(0.05)
IDEAL PURE WATER COMPANY	BOTTLED WATER	81.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
INTEGRATED REHAB	RANDOM DRUG SCREENING	925.00
MATRIX BUSINESS SYSTEMS	COPIER EPENSE	167.80
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	186.75
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	81.85
ONE SOURCE	BACKGROUND CHECKS	342.00
PETTY CASH - FINANCE	VEHICLE REGISTRATIONS	32.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	85.39
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	119.75
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	72.66
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,549.17
ULTIMATE SOFTWARE GROUP, INC	SUBSCRIPTION FEE FOR PAYROLL	28,956.00
		\$ 33,765.29

PUBLIC WORKS

CENTURY LINK	MONTHLY SERVICE-2018-5-22	108.78
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	(0.04)
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	150.31
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	62.23
NEBRASKA IOWA SUPPLY CO	FUEL	3,689.00
ONE CALL CONCEPTS	DIGGERS HOTLINE FOR LOCATES	772.17
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	59.90
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	97.91
SARPY CO REGISTER OF DEEDS	RECORDING FEES	88.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	YEARLY GIS BILLING	26,098.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	2018 ORTHO PHOTO SHARE	4,397.00
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	608.86
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	90.73
		\$ 36,222.85

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING-CYCLE 3	9,983.70
AQUA-CHEM	LOUNGE CHAIRS FOR POOLS	10,778.00
A-RELIEF SERVICES	PORTABLE RESTROOMS-BALDWIN	650.28
CAMPGROUND AUTOMATION SYSTEMS	ON-LINE CAMPGROUND RESERVATION -JUN	550.00
CARROTHERS CONSTRUCTION CO, LLC	SWIMMING POOL RENOVATIONS-CASCIO POOL FINAL	288,980.50
CENTURY LINK	MONTHLY SERVICE-2018-5-22	81.58
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	(0.05)
HGM ASSOCIATES INC	AMERICAN HEROES PARK-FINAL PHASE	6,552.90
HGM ASSOCIATES INC	AMERICAN HEROES PARK-PHASE 6	12,239.79
HGM ASSOCIATES INC	AMERICAN HEROES PARK-PHASE 6	35,737.50
INDOFF	OFFICE SUPPLIES	39.58
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	149.12
MENARDS	WEED KILLER, SUPPLIES	129.93
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	124.45
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	4,050.03
OUTDOOR RECREATION PRODUCTS	EVERETT SPLASH PAD SIGN	625.90
PAPILLION SANITATION	EMPTY CODE DUMPSTER	509.91
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	102.10
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	143.37

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PARKS (cont'd)

SITEONE LANDSCAPE SUPPLY	LANDSCAPE SUPPLIES	503.08
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	206.05
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	3,087.54
VOGEL WEST	PAINT	41.25
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 375,279.93

RECREATION

AMANDA PLANTZ	REFUND SWIMMING LESSONS	60.00
AMERICAN FOODS GROUP	CONCESSION SUPPLIES	416.00
BELLEVUE BREEZE TRACK CLUB	ENTRY FEE-FROM DONATION	1,000.00
BELLEVUE PRINTING COMPANY	FAMILY SWIMMING PASSES	35.00
BLANCA MEJRA	REFUND FOR POOL PARTY	75.00
CENTURY LINK	MONTHLY SERVICE-2018-5-22	117.84
CORY LANG	REFUND SWIMMING LESSONS	60.00
DILLONS CUSTOMER CHARGES	CONCESSION SUPPLIES	81.77
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	(0.02)
ERWIN'S JEWELRY	YOUTH SPORTS CAMP	3,595.00
GABRIEL SIMONSEN	REFUND SWIMMING LESSONS	30.00
INDOFF	CLOCKS FOR POOLS	57.51
JO DON'S	BLUE BANNER	96.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	276.73
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	31.12
MIDWEST IMPRESSIONS	YOUTH SPORTS T-SHIRTS, SWIMMING SHIRTS	1,180.90
PEGLER-SYSCO FOOD SERVICES	CONCESSION SUPPLIES	221.22
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	21.60
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	31.34
SARPY COUNTY KNIGHTS	LACROSSE CAMP	644.00
SNACK MASTERS, LLC	CONCESSION SUPPLIES	177.00
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	50.18
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	161.15
WESTLAKE ACE HARDWARE	HOOK, PLIERS	13.97
		<hr/>
		\$ 8,433.31

BUILDING MAINTENANCE

ABOUT FENCE	ADJUST PHOTO EYE AND TEST	240.00
ACCESS ELEVATOR & LIFTS, INC	LIFT PREVENTIVE MAINTENANCE	275.00
AQUA-CHEM	CHEMICAL FOR POOLS	561.26
BEARDMORE CHEVROLET	2 CHEVY COLORADO LT	49,000.00
BIG RED LOCKSMITHS	KEYS	46.00
CENTURY LINK	MONTHLY SERVICE-2018-5-22	9.06
CONTINENTAL FIRE SPRINKLER CO	SPRINKLER INSPECTION	170.00
CONTROL MASTERS, INC	CHECK THERMOSTAT	186.08
DHHS, DIV OF PUBLIC HEALTH	WATER OPERATOR LICENSE-KINSELLA	115.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	(0.06)
IDEAL PURE WATER COMPANY	BOTTLED WATER	33.75
INTERSTATE INDUSTRIAL SERVICE	BACKFLOW CALIBRATION, GENERATOR REPAIR	851.23
INSTRUMENTATION		<hr/>
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BLDGS	276.82
KB BUILDING SERVICES	JUNE JANITORIAL SERVICES-CITY BLDGS	10,708.50
MARKING REFRIGERATION, INC	ICE MACHINE	3,350.00
MENARDS	POOL RAKE, CHLORINE GRANULES, LUMBER, PLANTS, REFRIGERATOR, SUPPLIES	1,695.15
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	124.49
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	956.73

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BUILDING MAINTENANCE (cont'd)

MUNCH ELECTRIC	CHECK LIGHTING CONTROL-BALDWIN	125.00
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	296.06
OMAHA COMPOUND CO	JANITORIAL SUPPLIES	115.36
OUTDOOR RECREATION PRODUCTS	VALVE FOR SPLASHPAD-BANNER PARK	60.00
OVERHEAD DOOR COMPANY	REPLACE SPRINGS, ADJUST DOOR	696.00
PETTY CASH - FINANCE	VEHICLE REGISTRATIONS	30.00
PLIBRICO REFRACTORY CONSTRUCTION	NO HEAT-2ND FLOOR	364.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	56.16
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	61.73
SUPPLYWORKS	JANITORIAL SUPPLIES	454.75
TRICO MECHANICAL SERVICES	AC MAINTENANCE-REED CENTER	1,949.16
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	24.22
VOSS LIGHTING	JANITORIAL SUPPLIES	94.26
WESTLAKE ACE HARDWARE	KEYS, GLOVES, HOSES, PLANTS, MULCH	509.78
		<hr/>
		\$ 73,435.49

CEMETERY

CENTURY LINK	MONTHLY SERVICE-2018-5-22	9.06
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	(0.02)
MENARDS	HOSE CLAMP, COUPLING	2.64
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	62.26
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	92.99
PULVERENTE MONUMENT COMPANY, LLC	MAUSELEUM DOORS	100.00
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	16.13
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	22.53
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	50.18
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	109.40
WESTLAKE ACE HARDWARE	CLAMP HOSE	3.58
		<hr/>
		\$ 468.75

STREETS

ALFRED BENESCH & COMPANY	2018 MAJOR RESURFACING PROJECTS	3,269.09
AMERICAN CONCRETE PRODUCTS CO	INLET TOP	1,230.00
ASPHALT & CONCRETE MATERIALS	ASPHALT	141.58
AVERY RENTS	PROPANE	17.60
CARROLL CONSTRUCTION SUPPLY	CONCRETE AND ASPHALT TOOLS	518.95
CENTRAL SALT	DE-ICING SALT	2,707.72
CENTURY LINK	MONTHLY SERVICE-2018-5-22	81.58
CONCRETE SUPPLY, INC	CONCRETE	876.00
CONSOLIDATED CONCRETE	CONCRETE	1,296.00
CREATIVE RISK SOLUTIONS	NEW CLAIMS FEES-AUG 2016	1,550.00
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-MAY 2018	908.75
E&A CONSULTING GROUP	PEDESTRIAN BRIDGE REHABILITATION	9,500.00
EASTERN NEBRASKA COMMUNITY	WOOD STAKES	162.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	(0.12)
GUARD RAIL SYSTEMS CO	MOBILIZATION, REMOVE GUARDRAIL	3,375.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	38.00
JAMES WIPF	REIMB FOR CLASS A CERT	12.50
LOGAN CONTRACTORS SUPPLY	OVERSHOE BOOTS	933.95
MD SOLUTIONS, INC	CHANNEL POSTS, BRACKETS, SIGNS	8,376.00
MENARDS	HOSE CLAMP, DRAINAGE KIT	978.16
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	279.99
METRO LEASING	STREET SWEEPER 8698, AERIAL BOOM 8724, 3 INT'L TRUCK CHASSIS 8733	28,665.33
		<hr/>
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	585.25
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2018-5-29	76,248.63

MINUTE RECORD

CLAIMS FOR JUNE 25, 2018

PAGE 6

STREETS (cont'd)

OMNI	ASPHALT	2,102.11
PRECISE MRM LLC	POOLED DATA PLAN	341.13
READY MIXED CONCRETE COMPANY	CONCRETE	35,782.89
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	234.43
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	313.08
RIVER CITY RECYCLING	MULCH	288.00
SHERWIN WILLIAMS CO	PAINT	19.99
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	203.64
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,463.59
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	TOOLS	12.93
		\$ 182,527.17

FLEET MAINTENANCE

911 CUSTOM, LLC	PARTS FOR NEW CRUISERS	4,525.38
ACTION SIGNS	DECALS FOR HS1 AND HS2	900.00
ALLIED OIL & TIRE COMPANY	OIL	1,748.71
APACHE CAMPER CENTER	WIDE ANGLE LENS	36.27
AUTO VALUE PARTS - SOUTH OMAHA	DEXRON	47.88
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	634.29
BAXTER CHRYSLER DODGE JEEP	TIMING COVER, CRANK SEAL, FUEL INJECTOR, SWITCH, BOLTS	877.36
BAXTER FORD	BOLTS	11.44
BEARDMORE CHEVROLET	SEAL KIT	6.50
BOBCAT OF OMAHA	PARTS MANUAL	125.01
CAPE TRUCK ACCESSORIES	TOOL BAR CROSSOVER	500.00
CENTURY LINK	MONTHLY SERVICE-2018-5-22	63.45
COLLECTIVE DATA, INC	ADDITIONAL USER LICENSE	3,000.00
CORNHUSKER INTERNATIONAL TRUCKS	PARTS, ADJUSTERS	410.48
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-MAY 2018	351.66
CROSS-DILLON TIRE	TIRES	302.89
DULTMEIER SALES LLC	SPRAYER PUMP	104.30
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	(0.05)
FACTORY MOTOR PARTS CO	BRAKE ROTOR, ALTERNATOR, BRAKE PADS, EXHAUST EMISSION CONTROL	441.85
GALVIN GLASS	WINDSHIELD REPAIR	627.70
HOSE & HANDLING, INC	AIR KINK NIPPLES	10.97
INTERSTATE BATTERIES	BATTERIES	397.43
J & J SMALL ENGINE SERVICE	CUTTER HOUSING, BLADE DRIVE, BELTS	393.97
JIM HAWK TRUCK TRAILERS	LONG STROKES, WHEEL ASSEMBLY	380.01
JUDAH CASTER COMPANY	WHEEL ASSEMBLY	18.50
KELLY SUPPLY COMPANY	GLOVES, GASKETS	278.21
LAURSEN ASPHALT REPAIR EQUIPMENT SALES LLC	RETINING RING, HYD FILTERS, DIGITAL CONTROLLER	1,192.68
LIONS AUTOMOTIVE, INC	REPAIR SEAT CUSHION-ENG 21	125.00
LOGAN CONTRACTORS SUPPLY	LENS	53.67
MATHESON TRI-GAS INC	WELDING SUPPLIES	148.71
MENARDS	ABRASIVE BLASTING, PRESSURE GAUGE	518.94
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	155.56
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	121.23
NAPA AUTO PARTS	FILTERS, GROMMETS, SWITCH, PARTS	445.99
NEBRASKA ENVIRONMENTAL PRODUCTS	FILTER CARTRIDGES	841.40
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, PINS, SUPPLIES	229.34
O'REILLY AUTOMOTIVE PARTS	OIL	79.08
P&M HARDWARE	LATCHES, BLADES, O-RINGS	759.44
POWERPLAN	SNAP RINGS	196.64
QUALITY TIRES, INC	TURF MASTER TIRES	390.00

MINUTE RECORD

CLAIMS FOR JUNE 25, 2018

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FLEET MAINTENANCE (cont'd)		
RELiance STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	122.54
RELiance STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	173.28
ROGER'S TOWING	TOW FORD RANGER	80.00
SEAGRAVES FIRE APPARATUS, LLC	PUMP PANEL GAUGES-ENG 4	2,850.74
SECURITY EQUIPMENT	ADDITION TO ACCESS CONTROL SYSTEM	4,905.00
TERMINAL SUPPLY CO	DEUTSCH TERMINALS	216.87
TURFWERKS	BREATHER, AIR SENSOR, WHEEL DECK	822.85
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	69.74
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	244.17
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	80.40
WELDON PARTS INC	LED LIGHTS	580.95
WESTLAKE ACE HARDWARE	SUPPLIES	20.37
		\$ 31,618.80
PLANNING		
CENTURY LINK	MONTHLY SERVICE-2018-5-22	27.19
CHRISTOPHER SHEWCHUK	REIMB FOR TRAINING EXPENSES	157.22
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	62.25
OMAHA WORLD HERALD CO	LEGAL AD	15.58
RELiance STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	34.27
RELiance STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	50.26
		\$ 346.77
PERMITS & INSPECTIONS		
BELLEVUE PRINTING COMPANY	COURTESY DOOR HANGERS FOR INSPECTIONS	145.00
CENTURY LINK	MONTHLY SERVICE-2018-5-22	45.32
DAVID FANNON	ASBESTOS INSPECTION	285.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	814.36
IDEAL PURE WATER COMPANY	BOTTLED WATER	24.25
INDOFF	OFFICE SUPPLIES	60.31
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	58.13
RELiance STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	66.38
RELiance STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	94.70
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	201.28
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	979.51
		\$ 2,774.24
POLICE/CODE ENFORCEMENT		
AaLL ABOUT TREES	REMOVE BROKEN LIMB-MADISON ST	325.00
ABM SUPPLY	BREACHING SWAT KIT	1,325.00
ACTION SIGNS	CRUISER GRAPHICS	131.25
ANDREW JASHINSKE	REIMB TRAINING EXPENSES	511.24
ATLAS COPCO COMPRESSORS, LLC	REPAIR PUMP AT RANGE	245.00
BAEHLER INSURANCE AGENCY	NOTARY BOND-MERCER	40.00
BELLEVUE FORT CROOK, LLC	K9 BUILDING RENTAL-JUL 2018	1,200.00
BIG RED LOCKSMITHS	OPEN TRUNK	65.00
BOTACH TACTICAL	BALLISTIC BLANKETS	4,519.44
CENTURY LINK	MONTHLY SERVICE-2018-5-22	860.75
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-MAY 2018	12,749.50
CULLIGAN OF OMAHA	BOTTLED WATER	234.90
DANKO EMERGENCY EQUIPMENT	COLLAPSIBLE CONES	327.62
DIGITAL HIGHWAY, INC	CRADLEPOINT ROUTER	2,066.76
DILLON BROTHERS H-D BUELL	SPRING STAND	38.46
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	550.00
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	14,195.23
ENTERPRISE FM TRUST	DEA VEHICLE LEASE-JUN 2018	649.99

MINUTE RECORD

CLAIMS FOR JUNE 25, 2018

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POLICE/CODE ENFORCEMENT (cont'd)

GOVDIRECT, INC	DOCKING STATION AND KEYBOARD	333.95
GREAT PLAINS UNIFORMS	EMBROIDERED PATCHES	1,355.00
INFOSAFE SHREDDING	SHREDDING SERVICE	180.00
J P COOKE COMPANY	NAME TAGS	32.30
LP POLICE	LP POLICE MONTHLY PLAN FEE-MAY 2018	100.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	478.00
MEDTRONIC PHYSIO-CONTROL	AED QUARTERLY MAINTENANCE	594.00
MENARDS	SUPPLIES	325.29
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	1,920.69
METRO LEASING	5 DODGE CHARGER-LEASE 8706	1.00
MICROFILM IMAGING SYSTEMS	ANNUAL SERVICE AGREEMENT	1,335.00
MILLER DISTRIBUTORS, INC	BATTERIES	244.04
NEBRASKA STATE PATROL	TRACS USER BILLING	3,400.00
PETTY CASH - FINANCE	VEHICLE REGISTRATIONS, POSTAGE, NOTARY	252.70
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	908.92
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	1,706.56
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	SARPY COUNTY IT SERVICES-JUL/SEP 2018	6,895.26
SECRETARY OF STATE	NOTARY BOND-LAMPMAN	30.00
TRI-TECH FORENSICS, INC	EVIDENCE SUPPLIES	173.43
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	3,386.75
ULINE	EVIDENCE SUPPLIES	278.33
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	16,200.99
WESTLAKE ACE HARDWARE	RAGS	38.95
		\$ 80,206.30

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	186.58
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	3,853.72
CENTURY LINK	MONTHLY SERVICE-2018-5-22	235.68
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-MAY 2018	3,252.48
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	(3,433.89)
GRAYBAR ELECTRIC	COMMUNICATION PARTS	467.25
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	1,034.00
INSTAZORB INTERNATIONAL, INC	FLOOR DRY	1,050.00
INTERSTATE ALL BATTERY CENTER	BATTERIES	684.60
JP MORGAN CHASE-ARAMARK UNIFORM SVC	LINEN SERVICE-DIST 2	2,798.67
MENARDS	GRINDING WHEEL, RUBBER MALLETS, BRUSHES	242.88
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	1,229.40
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-5	2,428.41
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	468.86
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	803.50
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	SARPY COUNTY IT SERVICES-JUL/SEP 2018	2,714.24
SHRED-IT USA	SHREDDING SERVICE	144.00
SPRINT	MONTHLY SERVICE TO MAY 4, 2018	122.97
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	897.52
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	7,086.73
WESTLAKE ACE HARDWARE	GLOVES, RESPIRATORS	55.12
		\$ 26,322.72

NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2018-5-22	1,602.68
LOCKTON COMPANIES, LLC	PROPERTY CASUALTY INS PREMIUM	80,941.00
LOCKTON COMPANIES, LLC	WELLNESS CONSULTING FEE-JUN 2018	1,650.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-8	123.52

MINUTE RECORD

CLAIMS FOR JUNE 25, 2018

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NON-DEPARTMENTAL/CONTRACTS (cont'd)

NEBRASKA DEPT OF REVENUE	SALES TAX-MAY 2018	2,468.74
NEBRASKA DEPT OF REVENUE	LODGING TAX-MAY 2018	1,374.55
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-JUL 2018	12,796.61
		\$ 100,957.10

INFORMATION TECHNOLOGY

ACCESS	BACKUP STORAGE TAPES	406.14
PCS MOBILE	MDC'S FOR MEDICS	6,518.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	SARPY COUNTY IT SERVICES-JUL/SEP 2018	24,217.50
		\$ 31,141.64

WASTEWATER

CENTURY LINK	MONTHLY SERVICE-2018-5-22	55.42
CREATIVE RISK SOLUTIONS	TPA LOSS FUNDING-MAY 2018	258.15
EMPLOYEE BENEFITS SYSTEMS	EMPLOYEES BENEFITS SYSTEMS-JUN 2018	(876.04)
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	27.90
MENARDS	NOZZLE, VALVES, TOOL BOX, SUPPLIES	418.69
METLIFE DIVISION 1	DENTAL INSURANCE-JUNE 2018	155.61
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2018-6-6	251.22
NEBRASKA FURNITURE MART	60' TV AND CABLE	713.33
RELIANCE STANDARD LIFE INSURANCE CO	LIFE INSURANCE-JUN 2018	77.21
RELIANCE STANDARD LIFE INSURANCE CO	LTD INSURANCE-JUN 2018	107.00
U.S. CELLULAR	MONTHLY CELLULAR SERVICE-MAY 2018	703.35
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	1,054.53
		\$ 2,946.37

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT-MAY 2018	4,892.97
SARPY CO REGISTER OF DEEDS	RECORDING FEES	32.00
		\$ 4,924.97

G.O. BONDS

DEPOSITORY TRUST	INTEREST PAYMENT TO CHASE BANK	375,000.00
AMERICAN NAT'L BANK	WIRE FEE	20.00
FIRST NAT'L BANK -FREMONT	PAYMENT-BCMBC TAX EX DTD 6/18/08	410,962.50
AMERICAN NAT'L BANK	WIRE FEE	20.00
BANK OF OKLAHOMA	INTEREST PAYMENT TO BOK	57,413.21
AMERICAN NAT'L BANK	WIRE FEE	20.00
BANK OF OKLAHOMA	PAYMENT-BCMBC SERIES 2016	180,302.50
AMERICAN NAT'L BANK	WIRE FEE	20.00
CHASE NYC	INTEREST PAYMENT-CHASE NYC	409,146.93
AMERICAN NAT'L BANK	WIRE FEE	20.00
		\$ 1,432,925.14

TOTAL CLAIMS FOR JUNE 25, 2018 \$ 2,490,325.72

TOTAL PAYROLL FOR JUNE 15, 2018 \$ 976,619.82

* 56.3
6.25.18

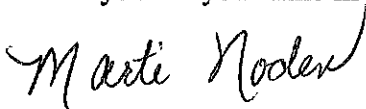
Mayor Rita Sanders
1500 Wall Street
Bellevue, NE 68005

May 10, 2018

Dear Mayor Sanders,

My name is Marti Noden. I am currently a member of the Bellevue Public Library Advisory Board. As of June 2018, my term is ending. I would like to request to remain on the Advisory Board for another term. I believe that it is important that we give back to our community in any way we can. As a life-long member of the library, I feel that this is just one small way I can help the library and by extension my community.

Thank you for your time in this matter.



Marti Noden
2623 Linda Street
Bellevue, NE 68147
402-990-5161
martinoden47@gmail.com

Mayor Rita Sanders
1500 Wall Street
Bellevue, NE 68005

June 55, 2018

Dear Mayor Sanders,

I just receive an e-mail from Julie Dinville at the Bellevue Public Library that you requested a bio to add to my request to remain on the Library Advisory Board. I am more than happy to comply:

I grew up right here in Bellevue and was (and am) an avid reader. The town was smaller then as was the library, but I always enjoyed our weekly trips to check out books, books that could take me to places I had never been.

At 18, I joined the Navy serving in Puerto Rico, Spain, California, and Texas while working on a college degree.

After retiring from the service and completing my degree, I worked for the Nebraska Health Department (later it was combined with social services and became Health and Human Services) as the secretary/office manager. I returned to college at night to work on a bachelor's degree in education.

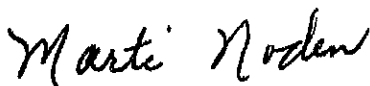
After leaving Health and Human Services, I taught English in Treynor, Iowa, for 4 years.

Through all of these renditions of my life, I continued to utilize the library enjoying many hours of escape, research, and education through books and CDs.

Recently, I felt it was time to give back for the many hours of enjoyment I received from the library. I requested and received a seat on the Library Advisory Board, filling a vacant 3 year term. I also joined the Friends of the Bellevue Public Library and am now the president. Our membership has grown from 24 members when I was elected to the current 41 members—and we are continuing to grow. With the added membership and fundraisers we are doing, we are able to help the library with volunteers and extra funds so they can continue to support the community with their interesting, educational, and community-building programs.

With my military background and my childhood in Bellevue, my organizational skills with Nebraska Health and Human Services and the Friends of the Bellevue Public Library, I feel I am and will continue to be a good ambassador and advocate for the library. I hope you will appoint me to the Library Advisory Board for another term.

Sincerely,



Marti Noden
2623 Linda Street
Bellevue, NE 68147
402-990-5161
martinoden47@gmail.com

* 56.4
6.25.18

Kelly Ethridge

Kelly Ethridge moved to Bellevue, NE in April of 1973 with her family (dad was assigned to Offutt AFB.) She attended Wake Robin Elementary, Logan Fontenelle Junior High School and Bellevue East Senior High School, and the University of Nebraska-Lincoln where she studied Advertising/Communication.

Upon graduation, she worked for the Omaha World-Herald until she moved to Washington, DC in 1990. While in DC, Kelly worked for Senator Bob Kerrey's presidential campaign in 1992 and helped settle his debt by working with The FEC, etc. after the campaign was over.

In 1997, Kelly moved back to the Omaha area. She has worked at Xpedx, THT Designs, Ervin and Smith advertising agency, Bellevue University and currently, at Methodist Health System. While at Bellevue University, she earned her Masters in Communication Studies.

About, 4 years ago, Kelly started as a tour guide for the City of Bellevue. She helps with tours for the Presbyterian Church, Bank, etc. along with her mom, June Ethridge.

Kelly lives in a condo she owns in downtown Omaha.

ADDRESS

Kelly Ethridge
2315 Harney Street, #303, Omaha, NE 68102
531.210.2315 cell,ethridgekelly@gmail.com

WORK

Methodist Health System, Omaha, NE
Bellevue University, Bellevue, NE
Ervin & Smith Advertising Agency, Omaha, NE
THT Designs Catalog Company, Omaha, NE
Xpedx, an International Paper Company, Omaha, NE
Omaha World-Herald, Omaha, NE

EDUCATION

Bachelor of Arts, Advertising/Communication
University of Nebraska, Lincoln, NE 12/86
Master of Arts, Communication Studies
Bellevue University, Bellevue, NE 06/08

REFERENCE

Jim Shada, Director of Recreation-City of Bellevue, jim.shada@bellevue.net

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

#56.5
6.25.18

COUNCIL MEETING DATE:	06/25/2018	AGENDA ITEM TYPE:	
		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

MACH Bot- National Crime Information Center

SYNOPSIS:

The Department currently runs the MACH Program administered by the Nebraska State Patrol. Bot allows for Officers to run their own queries on people and items. This agreement reiterates the need to follow already established guidelines in place by the State.

FISCAL IMPACT:

Zero Dollars

BUDGETED ITEM: ☐ YES ☒ NO

GRANT/MATCHING FUNDS ☐ YES ☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

No Fiscal Impact

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	
	GL Account #:	GL Account Name:

RECOMMENDATION:

Recommend approval of the signing of the agreement between the Nebraska State Patrol and the Bellevue Police Department to allow access to the National Crime Information Center through the MACH Program.

BACKGROUND:

The program works in conjunction with MACH and allows Officers the ability to run their own queries on people and property and eliminates the need to have dispatch perform this task.

ATTACHMENTS:

- 1 MACH BOT Information Sheet
- 2 Exhibit C (State Patrol Agreement)
- 3

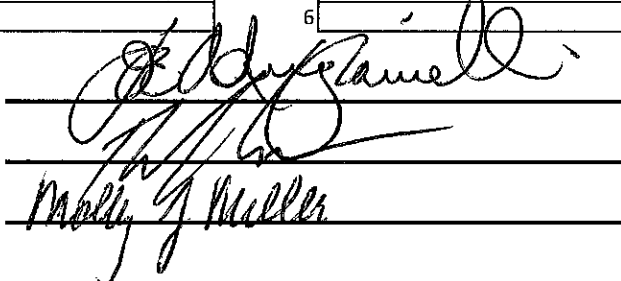
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5	
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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



MACH BOT

BOT is a necessary feature to be added to the MACH Program which is currently utilized by the Bellevue Police Department in its police cruisers. The BOT feature and access is free of cost to the Bellevue Police Department and the City of Bellevue from the Nebraska State Patrol. The BOT feature utilizes the already existent CLEIN (Combined Law Enforcement Information Network) license to provide secure connectivity with FBI's NCIC (National Crime Information Center) and other local and national law enforcement databases. The BOT feature will enable the Bellevue Police Department to be even more efficient in its operation. Officers would be available for calls for service sooner by providing officers with the capability to identify individuals and vehicles.

The BOT feature allows officers to;

- Run driver's license and vehicle queries
- Obtain DMV photos of people in question in order to identify them
- Run serial numbers on weapons, property, and other articles to check if its stolen
- Eliminates the time spent waiting on dispatch to query the above items

EXHIBIT C
MACH Bot – National Crime Information Center (NCIC)

Whereas the parties have an agreement to share software services, and whereas Bellevue Police Department desires to have access to the MACH Bot (NCIC) via the MACH software, pursuant to prior agreement executed on the _____ day of _____, _____, the parties agree to the following terms and conditions:

The parties agree that Bellevue Police Department will maintain all current and future requirements outlined in the Nebraska Criminal Justice Information User Agreement or the Nebraska Criminal Justice Information Non-Terminal Agency User Agreement, as applicable. To include but not limited to, auditing, certification, and terminal access.

SERVICES PROVIDED:

The MACH Bot provides the service of the ability to connect to the Law Enforcement Message switch. The Nebraska State Patrol will provide the ORI and mnemonics required for each device.

FEES

The fees for the CLEIN accounts are outlined and billed, separate and distinct from MACH, in the Nebraska Criminal Justice Information User Agreement or the Nebraska Criminal Justice Information Non-Terminal Agency User Agreement.

IN WITNESS WHEREOF, the parties do hereby execute this Agreement.

Party receiving services:
Bellevue Police Department

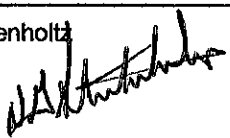
By: _____ Date: _____
Bellevue Police Department
Name and Title: _____

Party providing services:
Nebraska State Patrol

By: _____ Date: _____
Kevin M. Ryan, Captain
Administrative Services

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

#56.6
6.25.18

COUNCIL MEETING DATE:	08/25/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Acting Chief Dave Stukenholtz 	SPECIAL PRESENTATION		
	LIQUOR LICENSE		
	ORDINANCE		
	PUBLIC HEARING		
	RESOLUTION		
	CURRENT BUSINESS	<input checked="" type="checkbox"/>	
	OTHER (SEE CLERK)		

SUBJECT:

Maintenance Agreement

SYNOPSIS:

PD Evidence department has a Kyocera FS-C2126 printer for evidence photos. Each year we have a maintenance agreement for service. The printer is 5 years old and is still serviceable.

FISCAL IMPACT:

\$225.00 a year maintenance agreement

BUDGETED ITEM: ☒ YES

☐ NO

GRANT/MATCHING FUNDS

☐ YES

☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	maintenance of evidence printer	
	Expected Start Date:	08/20/2018	Expected End Date: 08/20/2019
	CIP Project Name:		
	MAPA # and Name:		
	Street District # and Name:		
Finance	Distribution Code:	20	
	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]		
	GL Account #:	6034	GL Account Name: Contractual Services

RECOMMENDATION:

I am requesting the approval of the service agreement of the Property Evidence Units Printer for producing color prints for evidence.

BACKGROUND:

The Evidence department has been using this separate printer for 5 years now. This is very important for evidence provided to the County Attorney.

ATTACHMENTS:

1 Service agreement

2

3

4

5

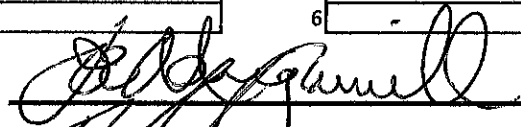

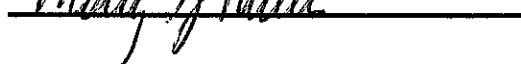
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

Progressive Business Technologies, Inc.
3321 N. 109th Plaza
Omaha, NE 68164
(402) 445-0051 (Office)
(402) 445-0052 (Fax)

**FOR PROGRESSIVE BUSINESS
 TECHNOLOGIES, INC. USE ONLY**
 Maintenance Agreement # **AA-2719**

Customer # **CBELL01**

Start Date June 20, 2018

Expiration Date June 20, 2019

(Please Check The Appropriate Box)

- ☐ On-Site Maintenance Agreement
☐ Depot Repair Warranty Agreement
☐ Toner Inclusive Maintenance Agreement

Bill To:	Equipment Installed At:
Company Name: City of Bellevue Police Department	Company Name: Bellevue Police Department Evidence Management
Address: 1510 Wall St.	Address: 1510 Wall St.
Address 2:	Address 2:
City/State/Zip Bellevue, NE 68008	City/State/Zip Bellevue, NE 68008
Contact Name: Jody Van Houten	Contact Name:
Telephone #: (402) 293-3172	Telephone #: (402) 681-9017

Progressive Business Technologies, Inc. and Customer agree that Progressive Business Technologies, Inc. or a Progressive Business Technologies, Inc. Authorized Party shall perform maintenance services at the location above, on the Equipment scheduled under this agreement. Customer shall pay Progressive Business Technologies, Inc. the prevailing fees, in advance, for these services. Coverage under this Maintenance agreement commences on the first day of the month/year listed above and shall automatically renew for successive terms for a maximum total period of sixty (60) months, unless agreed to otherwise by the parties or terminated by either party with written notice thirty (30) days prior to each term.

Model	Equipment Serial #	Purchase Date	PBT Inc. ID Tag #	Maintenance Kit Interval	Approx. Page Count	Service Fee \$ Amount
Kyocera FS-C2126+ MFP	NN73503762	06/19/2013	AA-2719	200,000	25,000	\$ 225.00
PF-520 Paper Feeder						
TOTAL	**	**	**	**	**	\$ 225.00

Use fees from Service Contract Schedule.

Please Note: Maintenance Kits are required at scheduled maintenance intervals, at the customer's expense for labor and parts, for the warranty and maintenance contract to remain valid.

Authorized Customer Representative

Signature: _____

Print Name: _____

Date: _____

**Authorized Representative of
 Progressive Business Technologies, Inc.**

Signature: _____

Print Name: _____

Date: _____

Reseller Name: Progressive Business Technologies, Inc.

For On-Site Service and Depot Repair Service - Please Call 1-402-445-0051.

Please return a signed copy of this form to:

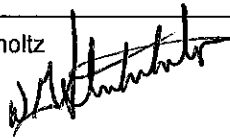
Progressive Business Technologies, Inc., 3321 N. 109th Plaza, Omaha, NE, 68164

PROGRESSIVE BUSINESS TECHNOLOGIES, INC. SERVICE AGREEMENT - TERMS AND CONDITIONS

1. **AGREEMENT TO PROVIDE SERVICES.** Progressive Business Technologies, Inc. ("PBT, INC.") agrees to provide hardware maintenance services ("Services") on the product(s) listed on Page 1 of this Agreement. PBT, INC. will upon request restore inoperative Product(s) to operative condition. In its performance, PBT, INC. reserves the right to use repaired parts and subcontractors to perform service.
2. **ON-SITE SERVICE.** Service coverage is as follows: Principal Period of Maintenance (PPM) - The contracted daily hours of service coverage shall be 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays. Response shall be next business day, which shall be defined as a field engineer will contact the customer within 8 hours (1 business day) to make problem determination and schedule an on-site visit within 24 hours (1 business days).
3. **INSTALLATION.** For an additional charge to be quoted separately, PBT, INC. will upon request install the Product at a mutually agreed upon time during the PPM. Installation shall include unpacking any required assembly, product checkout, hookup of supplied cables, and instruction on product operation. Installation, configuration and instruction of system applications and system operation including system software are not included in this installation package. Customer will prepare the installation site at Customer's expense prior to the date of installation.
4. **PREVENTATIVE MAINTENANCE.** The requirement for and frequency of Preventative Maintenance will be determined solely by PBT, INC., typically performed at the same time as its standard service and excludes such items as noted in Section 9. Maintenance Kits periodically required to renew certain mechanical items in the printers are not covered by this Maintenance Agreement and are billable at then current rates.
5. **TERM.** The initial term of this Agreement shall be as noted on Page 1 and shall automatically renew for successive terms of twelve (12) months unless agreed to otherwise by the parties or terminated by either party by written notice within thirty (30) days after each term. Neither party shall have any liability to the other after completion of a term, except as expressly set forth in this Agreement. Upon termination, cancellation or expiration of this Agreement, those Articles which by their own terms survive shall continue in full force and effect.
6. **PAYMENTS.** Payment for this Agreement shall be submitted to PBT, INC. no later than thirty (30) days after the initial sale of the Product.
7. **CHANGE IN RATES.** Effective at the expiration of the initial term or at the expiration of any renewal term, or at such a time that verified usage differs from contracted usage; PBT, INC. may change the rates by giving written notice. Customer may, upon receipt of such notice terminate this Agreement in full or with respect to by affected equipment by giving written notice thirty (30) days in advance of the effective date of change.
8. **PRECONTRACT INSPECTION.** PBT, INC. may require a Precontract Inspection (PCI) and performance of necessary repair prior to acceptance of a Service Agreement. Customer agrees to pay for such inspection and repair at then current time and material rates. If no PCI is performed and failure of equipment occurs within the first thirty (30) days of the term, PBT, INC. may, at its discretion, charge then current time and material rates.
9. **WITHDRAWAL FROM SERVICE.** PBT, INC. reserves the right to withdraw any Product from coverage on thirty (30) days prior written notice, if in its sole discretion, it determines that the Product(s) cannot be properly or economically repaired, has excessive wear or deterioration, or is used in an incorrect application or the like.
10. **CHARGES FOR ADDITIONAL SERVICE.** Notwithstanding anything to the contrary, PBT, INC. service options identified above contain the following exclusions and are subject to charge at the then current time and material rate: (a) General: 1) Service for operator error; 2) Interconnected system hardware or software defects and telecommunications problem; 3) Problems resulting from the use of products not recommended by PBT, INC., abuse, misapplication, customer or shipping damage, negligence, utilities malfunctions, natural or civil disasters, acts of God, etc.; 4) If service is performed by others, Customer agrees to pay for repair resulting from problems due to the work of others; 5) Requested service outside contracted working hours; 6) Any rebuilding, refurbishing, replacing, overhauling and end of life replacement.
- 7) Customer sponsored specification / modification changes; 8) Performing services connected with the relocation of Product(s) or its connection by mechanical or electrical means to another machine or device; 9) Programming support; 10) Machine prompted maintenance requirements, which are not warranted based on PBT, INC. assessment. (b) Printers - 1) User replaceable items including but not limited to paper, laser toner cartridge, print drum, fuser, charger or corona, transfer unit, and developer housing; 2) Operator responsible tasks such as remedial cleaning, print element or font cartridge replacement and option setup; 3) Laser preventative maintenance; 4) Repairs resulting from use of consumables which do not meet specification.
11. **EXCUSABLE DELAYS.** PBT, INC. shall not be liable for delays or failures to perform with respect to this Agreement due to (a) causes beyond its reasonable control, (b) acts of God, epidemics, war, riots, strikes, delays in transportation or transportation shortages, or (c) inability to obtain necessary labor, materials, or manufacturing facilities, for causes beyond its control. In the event of any such delay, the time for performance shall be extended for a period equal to the time lost by reason of the delay.
12. **LIMITATION OF LIABILITY.** PBT, INC. or its service agents liability on any claim (exclusive of claims for personal injury based solely upon negligence of PBT, INC. or said service agent) arising out of or connected with this Agreement shall in no event exceed one (1) years total Service charges hereunder. In no event shall PBT, INC. or its service agent be liable for consequential, Incidental, special or exemplary damages including, but not limited to, loss of profits or revenue, loss of use of the described Product(s) or any associated Product(s), cost of capital, cost of substitute facilities, Product(s) or use thereof, downtime costs, or claims by customers of PBT, INC. for such damages.
13. **CUSTOMER OBLIGATIONS.** Customer agrees to provide full and free access to Product(s) requiring Services and to provide a safe environment in which to work. Customer shall make available to PBT, INC. at no charge, use of any Product attachments or features which are not under maintenance agreement but which are necessary for the proper maintenance of Product(s). Customer shall not undertake repair, modification, disassembly or adjustment except for user preventative maintenance and replacement of user replaceable items of the Product(s) without authorization of PBT, INC. Notices from the Customer of any kind, including relocation or termination, are to be sent to Progressive Business Technologies, Inc., 3321 N. 109th Plaza, Omaha, NE 68164, Attn: Warranty Department.
14. **GENERAL.** (a) Entire Agreement. This instrument and any amendment hereto is intended to be the sole and complete statement of obligations of the parties as to the Services to be rendered and supersedes all previous undertakings, negotiations, and proposals with respect to such Product. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. (b) Modification. PBT, INC. reserves the right to modify the terms and conditions of this Agreement at the end of the initial term or any renewal term by giving the Customer thirty (30) days prior written notice. Customer may elect not to renew or may withdraw the affected Product(s) from coverage at the end of such term by notifying PBT, INC. in writing of such intention. (c) Non-Assignability. Customer may not assign or transfer this agreement without the prior written approval of PBT, INC. (d) Applicable Law. The laws of the State of Nebraska shall govern this Agreement. (e) Action. No action, regardless of form, arising from the transactions under this Agreement may be brought by either party more than two (2) years after the cause of action accrued. (f) Severability. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall be ineffective as to the extent of that prohibition and unenforceable, but shall not invalidate the remaining provisions of this Agreement. (g) Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

#56.7
6.25.18

COUNCIL MEETING DATE:	06/25/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Acting Chief Stukenholtz 		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Approve quote for Rhodium Incident Management software.

SYNOPSIS:

Rhodium Incident Management system is utilized for Incident Command, event pre-planning and response to day to day operations as well as large scale multi agency responses. This agreement would share licensing costs equally between all four law enforcement agencies in Sarpy County.

FISCAL IMPACT:

\$2,103.75 annually for five years and each agency is billed separately.

BUDGETED ITEM: ☒ YES ☐ NO GRANT/MATCHING FUNDS ☐ YES ☐ NO
IF NO, EXPLAIN: IF YES, %, \$, EXPLAIN:

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	
	Expected Start Date:	Expected End Date:
	CIP Project Name:	
	MAPA # and Name:	
	Street District # and Name:	
Finance	Distribution Code:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]
	GL Account #: 10-20-6034	GL Account Name: Contractual Services

RECOMMENDATION:

Approve the quote by Rhodium Incident Management and approve the Mayor to sign.

BACKGROUND:

This software was first used by the LaVista Police Department to pre-plan and manage with their larger annual events. They liked it so much they suggested the other law enforcement agencies in Sarpy County take a look at it's capabilities and decide for ourselves the usefulness of this product. After a demo and using it at the Bellevue University Scenario all agency heads agreed this product is a great asset and worked out a plan to equally share the costs for multiple users and viewers across all agencies. The quote is a considerable savings by combining all four agencies. As a shared account we all have access to each others events, as allowed.

ATTACHMENTS:

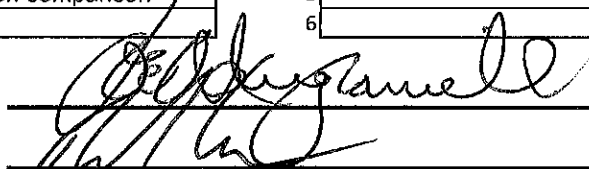


1	Rhodium Incident Management quote	4	
2	1, 3 or 5 year option comparison	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



Company Address 5445 DTC Parkway, PH4
Greenwood Village, CO 80111
USA

Created Date 6/5/2018
Expiration Date 6/15/2018
Quote Number 00001129
Subscription Term 5 Years
Invoice Schedule Annually

Prepared By Justin Kanaber
Email jkanaber@irtsoftware.com

Contact Name Jody Van Houten
Email jody.vanhouten@bellevue.net

Bill To Name Bellevue Police
Bill To 1510 Wall Street
Bellevue, Nebraska 68005

Ship To Name Bellevue Police

Product	Product Description	List Price	Sales Price	Quantity	Term	Total Price
25 User + GPS + CAD Package	Annual fee includes 25 Standard Users, 50 View Only Users, 10 GPS Credits, 10 Sting App Licenses, and access to the Standard TCP-Based CAD Interface.	\$9,900.00	\$2,103.75	1.00	5.000	\$10,518.75

1st Year Cost \$2,103.75

Total Contract Cost \$10,518.75

Notes The Sarpy County, Nebraska regional account will have a shared cost at 1/4 each between Sarpy County Sheriffs Office, Bellevue Police Department, Papillion Police Department and La Vista Police Department. The package will include 25 standard users, 50 view only users, 10 GPS tracking credits, 10 mobile phone application users and the full CAD API access. Contract term will be 5 years, but billed annually to each of the four agencies individually. Rhodium users to be distributed as determined by end user.

Order Authorization

By signing below, I approve this quote on behalf of the above named organization and authorize IRT to proceed. I understand that my organization will be invoiced for the items included in the above quote and that **this order is subject to the Terms of Use found at https://www.rhodiumims.com/pdf/online_terms_and_conditions.pdf**. The total cost displayed above is the total cost for the subscription term listed on this quote. Invoices will be generated in accordance with the invoice schedule shown above, with all one-time items being billed on the first invoice, and any subscription items being billed evenly across all invoices during the term. **Rhodium subscriptions auto-renew unless canceled.**

Signed

Printed

Date

Mayoe Rita Sandeers

LA VISTA / NEBRASKA REGIONAL ACCOUNT - OPTION COMPARISON (May 4, 2018)													
	STANDARD	VIEW ONLY	CAD	GPS TRACKING	STING GPS	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST	*APPROXIMATE	DISCOUNT	BEST
	USERS	USERS	INTERFACE	CREDITS	APPS	1st YEAR	2nd YEAR	3rd YEAR	4th YEAR	5th YEAR	TOTAL		VALUE
Option 1 (1 year)	25	50	YES	10	10	\$ 9,900.00					\$ 9,900.00	Standard pricing	1 year option with 25 User + GPS + CAD package
Option 2 (3 year)	25	50	YES	10	10	\$ 9,405.00	\$ 9,405.00	\$ 9,405.00			\$ 28,215.00	5%	3 year option with 25 User + GPS + CAD package
Option 3 (5 year)	25	50	YES	10	10	\$ 8,415.00	\$ 8,415.00	\$ 8,415.00	\$ 8,415.00	\$ 8,415.00	\$ 42,075.00	15%	5 year option with 25 User + GPS + CAD package

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

* 56.8
6.25.18

COUNCIL MEETING DATE:	6/25/2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Rich Severson, Finance Director		SPECIAL PRESENTATION	
		LIQUOR LICENSE	
		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	

SUBJECT:

Approve documents to release the CDBG Housing Rehab Deed of Trust at 3401 Faulk Ave.

SYNOPSIS:

On January 16, 2015, the City executed a Deed of Trust on the property at 3401 Faulk Ave to secure a CDBG Housing Rehabilitation Loan in the amount of \$11,197.75 made to Rita Kowskie. The owner wishes to payoff the remaining balance of the loan and requests a release of the Deed of Trust.

FISCAL IMPACT:

The City will receive the payoff amount for the loan which is \$7,450.91

BUDGETED ITEM: ☐ YES ☒ NO

GRANT/MATCHING FUNDS

☐ YES ☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

The loan repayment will be returned to the CDBG Housing Reuse Fund for use on future housing projects.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	CDBG Housing Reuse Fund	
	Expected Start Date:		Expected End Date:
	CIP Project Name:	NA	
	MAPA # and Name:	NA	
	Street District # and Name:	NA	
Finance	Distribution Code:	NA	
	GL Account #: NA	GL Account Name: NA	

RECOMMENDATION:

Approve the Deed of Reconveyance to release the Deed of Trust.

BACKGROUND:

As part of the CDBG Housing Rehabilitation Assistance Program, the City of Bellevue filed a Deed of Trust with Sarpy County for rehabilitation work completed on the property owned by Rita Kowskie at 3401 Faulk Avenue, Bellevue, NE 68147

The property owner has requested a release of the Deed of Trust. As part of the loan agreement, the owner will pay the remaining balance of the loan, \$7,450.91. Upon receipt of the repayment amount, the Deed of Reconveyance will be filed to release the City's Deed of Trust with Sarpy County.

ATTACHMENTS:

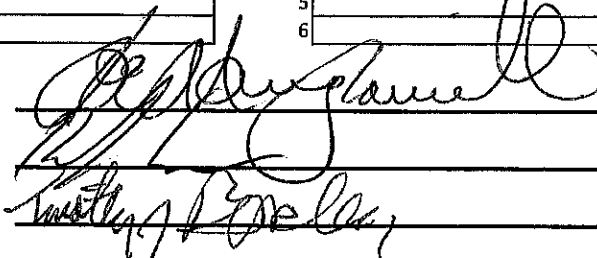
1	Deed of Reconveyance	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



REQUEST TO RECONVEY

TO: Patrick J. Sullivan, Trustee,

You are hereby requested to execute a Deed of Reconveyance to Rita Kowskie, a single person, for the reason that payment in full has been made on the note secured by the Deed of Trust recorded the 21st day of January, 2015, as Instrument No. 2015-01343 of the Mortgage Records of Sarpy County, Nebraska.

Dated this ____ day of June 2018

City of Bellevue, Nebraska

By:

Rita Sanders, Mayor

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

On this ____ day of June, 2018, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Rita Sanders, Mayor of the City of Bellevue, Nebraska, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his/her voluntary act and deed on behalf of the City.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

DEED OF RECONVEYANCE

WHEREAS, the undersigned Trustee, Patrick J. Sullivan, Attorney at Law and member of the Nebraska State Bar Association, of 1246 Golden Gate Drive, Suite 1, Papillion, County of Sarpy, State of Nebraska, as Trustee under the Deed of Trust executed by Rita J. Kowskie, a single person, Trustor, in which City of Bellevue, Nebraska, was named as Beneficiary, and recorded on January 21, 2015, as Instrument No. 2015-01343 of the Mortgage Records of the Register of Deeds of Sarpy County, Nebraska, has received from, the City of Bellevue, Nebraska, Beneficiary thereunder, a written Request to Reconvey, reciting that all sums secured by such Deed of Trust have been fully paid and that such Deed of Trust and the Note secured thereby have been surrendered to the undersigned, as Trustee, for cancellation;

NOW THEREFORE, in accordance with such request and the provisions of such Deed of Trust, the undersigned, as Trustee, does hereby reconvey, without warranty, to the person or persons entitled thereto, namely Rita J. Kowskie, a single person, the estate now held by the Trustee thereunder, to-wit:

Lot 17, Forest Heights, an addition to the City of Bellevue, as surveyed, platted, and recorded in Sarpy County, Nebraska.

IN WITNESS WHEREOF the undersigned has executed this Deed of Reconveyance at Papillion, Nebraska, on June _____, 2018.

Patrick J. Sullivan, Successor Trustee

STATE OF NEBRASKA)
)
COUNTY OF SARPY)

On this ____ day of June, 2018, before me, a Notary Public, duly commissioned, qualified for and residing in said county, personally came Patrick J. Sullivan, known to me to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.

Notary Public

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

9a
6.25.18

COUNCIL MEETING DATE:	June 11, 2018	AGENDA ITEM TYPE:	
SUBMITTED BY: Chris Shewchuk, Planning Director <i>CMS</i>		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Request to rezone Lot 33B1, Pleasant Hill or Martin's Subdivision, from RS-72 to RE. Applicant: Michael Belcastro. Location: 8006 South 25th Street.

SYNOPSIS:

The applicant is requesting a change of zone in order to allow construction of an addition to an existing accessory structure; if approved, the structure would be 2,400 square feet in size.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

Michael Belcastro is requesting a change of zone for Lot 33B1, Pleasant Hill or Martin's Subdivision, from RS-72 to RE to allow for the construction of an accessory structure. The lot currently has a 1,200 square foot accessory structure on it; this is the maximum size permitted in the RS-72 zoning district. Approval of the request to change the zone to RE would allow up to a 3,000 square foot accessory structure; the applicant has indicated he wants to add on to the existing structure to make it 2,400 square feet in size.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff report
- 3 Proposed Ordinance

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

[Signature]

FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Michael Belcastro

LOCATION: 8006 South 25th Street

CASE #: Z-1804-02

CITY COUNCIL HEARING DATE: June 25, 2018

REQUEST: to rezone Lot 33B1, Pleasant Hill or Martin's Subdivision, located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

On May 24, 2018, the City of Bellevue Planning Commission voted seven yes, zero no, zero abstained, and two absent to recommend:

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

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Perrin						Madden
	Cain						Ritz
	Baumgartner						
	Jacobson						
	Ackley						
	Casey						
	Smith						

Planning Commission Hearing (s) was held on: May 24, 2018

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-1804-02

FOR HEARING OF:

REPORT #1: May 24, 2018

REPORT #2: June 25, 2018

I. GENERAL INFORMATION

A. APPLICANT:

Michael Belcastro
8006 South 25th Street
Bellevue, NE 68147

B. PROPERTY OWNER:

Michael Belcastro
8006 South 25th Street
Bellevue, NE 68147

C. LOCATION:

8006 South 25th Street

D. LEGAL DESCRIPTION:

Lot 33B1, Pleasant Hill or Martin's Subdivision, located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTION:

Rezone Lot 33B1, Pleasant Hill or Martin's Subdivision, from RS-72 to RE.

F. EXISTING ZONING AND LAND USE:

RS-72, Single Family Residential

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning in order to facilitate the construction of a 30' x 40' garage addition.

H. SIZE OF SITE:

The site is approximately 2.9 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with a single family residence and existing 30' x 40' garage.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RS-72
2. **East:** Single Family Residential, RS-72
3. **South:** Single Family Residential, RS-72
4. **West:** Single Family Residential, RS-72

C. REVELANT CASE HISTORY:

On May 24, 2018, the Planning Commission recommended approval of a request to rezone Lot 33B1, Pleasant Hill or Martin's Subdivision, located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. There is no traffic data available for this area.
2. The property has access from a private drive off of South 25th Street.

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

1. Michael Belcastro has submitted a request to rezone Lot 33B1, Pleasant Hill or Martin's Subdivision, for the purpose of facilitating a 30' x 40' garage addition.
2. This property is presently zoned RS-72. The applicant is requesting a change of zone to RE, which requires a minimum lot size of one acre. The applicant's property meets the minimum requirements for the RE zoning district.
3. The applicant has an existing 30' x 40' garage he plans to add on to if his rezoning request is approved. The RE zoning district allows for accessory structures no larger than 3,000 square feet.

Under the current RS-72 and accessory building regulations, the applicant could construct multiple structures up to 1,200 square feet in size. The current zoning would require these structures be six feet apart. The RE zoning designation will afford him the ability to have a single, larger structure up to 3,000 square feet in size.

The applicant desires to add 1,200 square feet onto his existing garage, for a total of 2,400 square feet.

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

No comments were received in this case.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2016 GIS aerial photo of the property
3. Justification letter received April 18, 2018
4. Site plan received April 18, 2018

VII. COPIES OF REPORT TO:

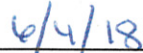
1. Michael Belcastro
2. Public Upon Request



Prepared by:

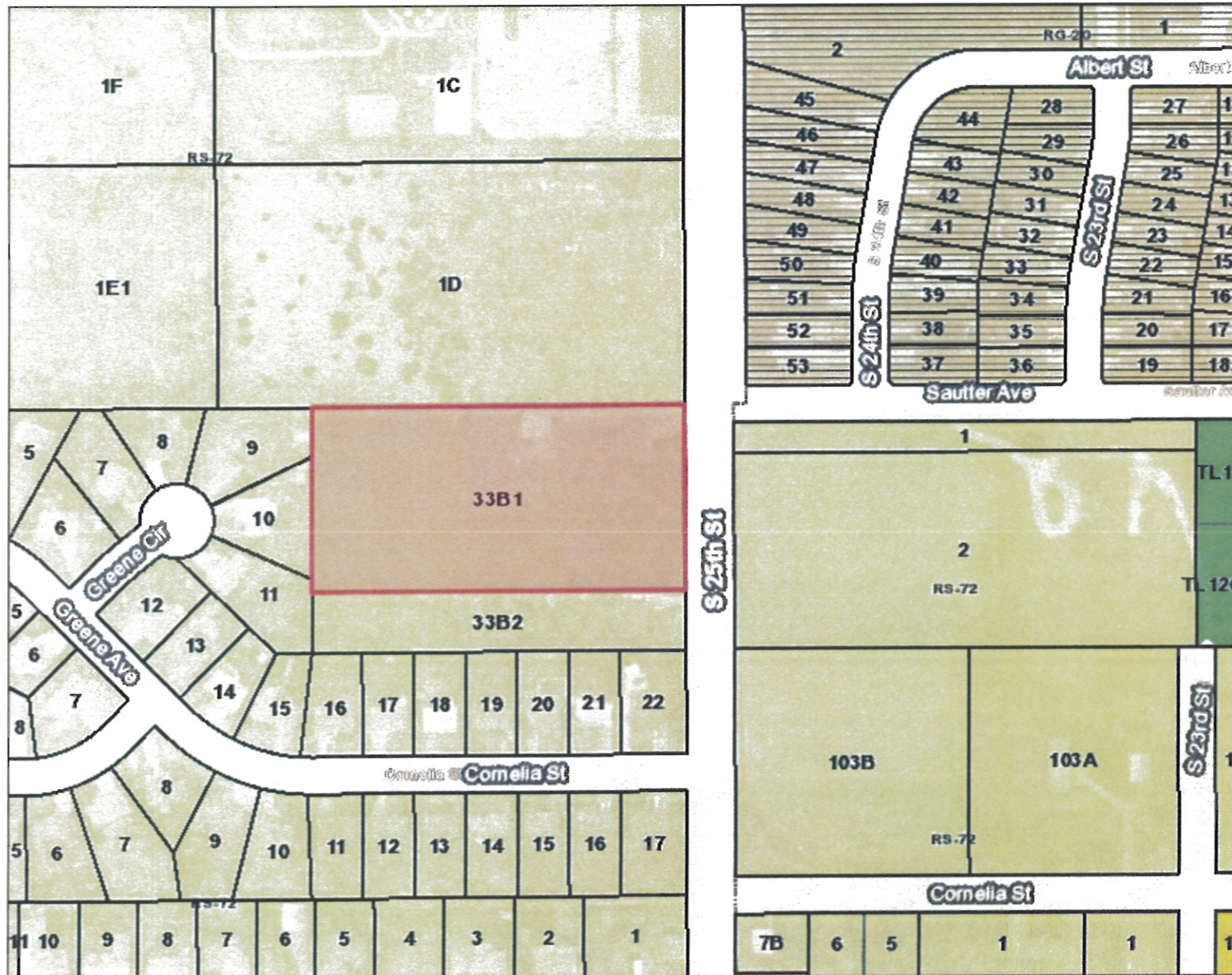


Planning Director



Date of Report

8006 South 25th Street



Location



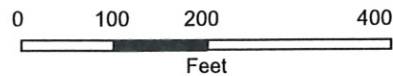
Legend

Road Centerlines
2016 Aerial Photo

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



1: 2,400



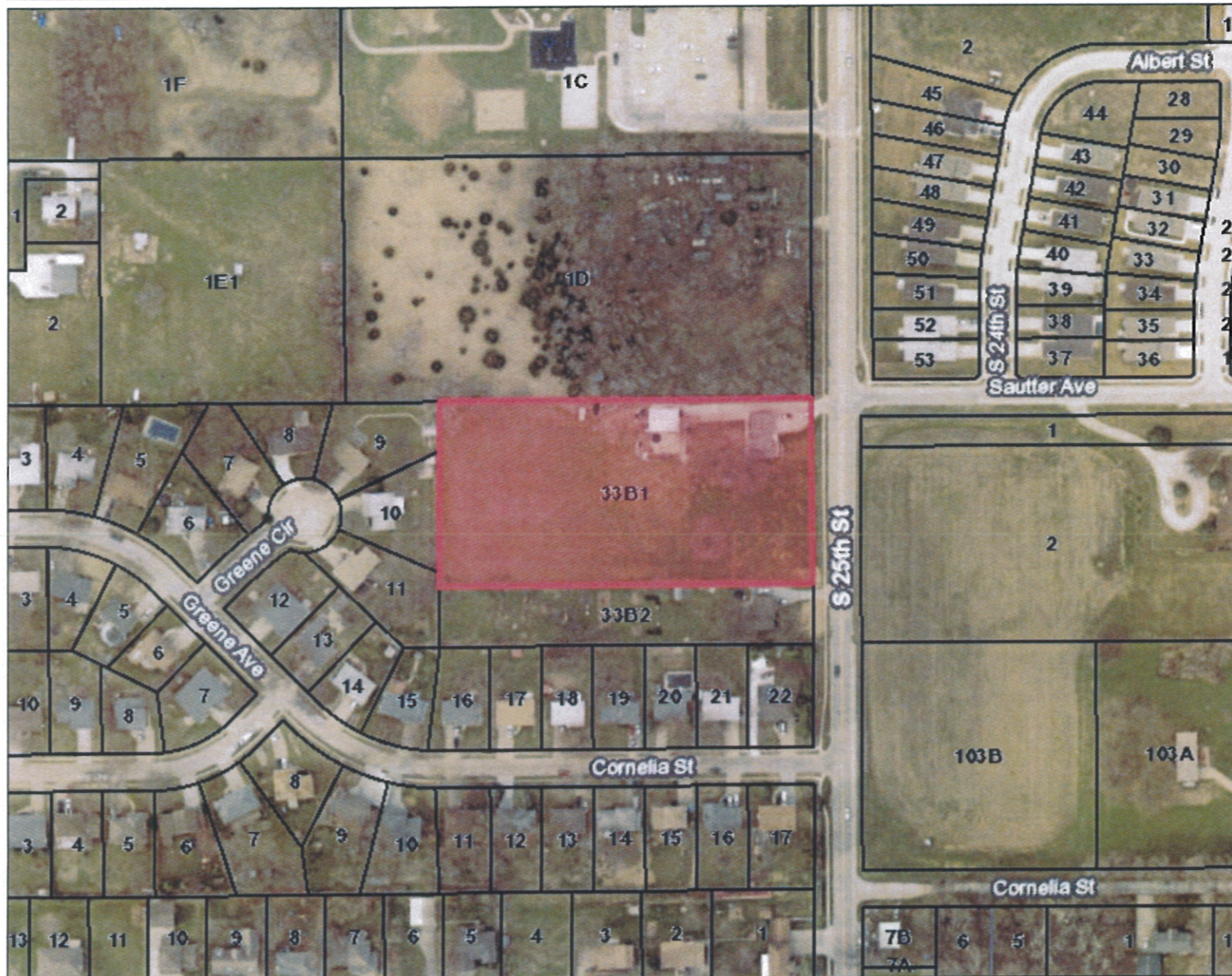
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Sarpy County GIS



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

8006 South 25th Street



Location



Legend

Road Centerlines

2016 Aerial Photo

Red: Band_1

Green: Band_2

Blue: Band_3



1:2,400

0 100 200 400
Feet

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.



Sarpy County GIS

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

City of Bellevue
1510 Wall Street
Bellevue, NE 68005
(402) 293-3026

To Whom It May Concern,

I am writing this justification letter to request that my 2.9 acre property be rezoned from Single-Family Residential (RS-72) to Residential Estates (RE). I am requesting such a change in order to comply with the zoning ordinance in my desired construction of a second adjoining pole barn, which will be 30' wide x 40' deep to match the existing building.

While the current zoning of my property allows for the construction of a second, detached building, I believe that a detached building would not satisfy my needs. The concrete pad that is already in existence on my property, upon which I wish to construct my second building, has a downhill slope that would result in water runoff pooling against the wall of my existing building. I fear that such a gap between the existing building and the proposed one would result in the freezing and melting of standing water in this area, causing structural damage to the existing building. Further, standing water in this location would inevitably result in an increase of mosquitoes on my property during the summer time, as well as an increase in required snow removal in the winter time. All of these troubles would certainly be avoided if my property were rezoned to permit the construction of the second building directly adjacent to the existing building.

I hope to construct this second building to house both my lawn care and snow removal equipment and avoid any potential code violations from having to leave this machinery out on my property. Further, this secondary connected storage building would allow me to continue cleaning up my property and avoid any further rusting or weathering of my equipment.

Thank you very much for the consideration of my application.

Respectfully Submitted,

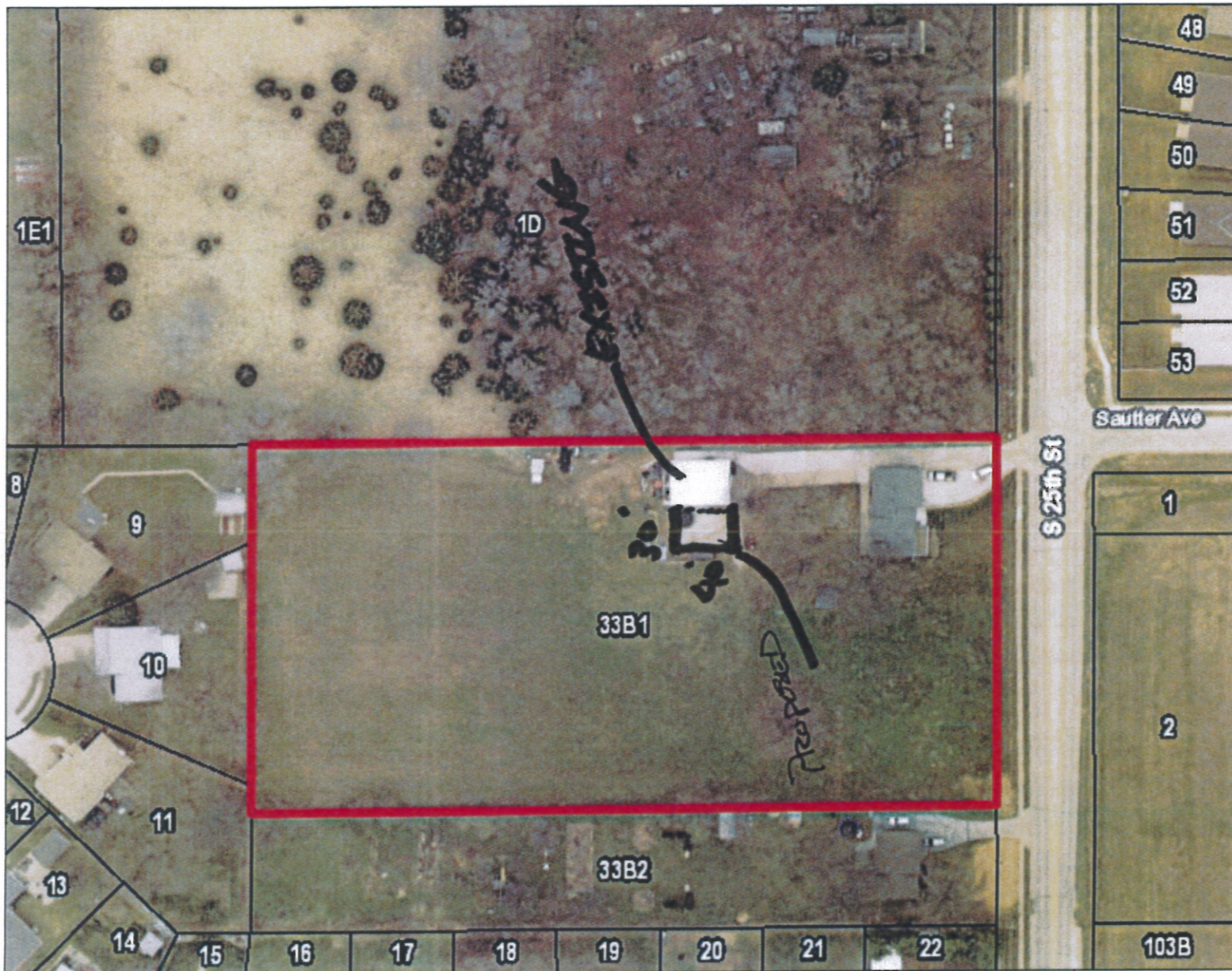
Michael E Belcastro
Property Owner
8006 S 25th Street
Bellevue, NE 68147

RECEIVED

APR 18 2018

PLANNING DEPT.

8006 South 25th Street



Location



Legend

Road Centerlines
2016 Aerial Photo

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

RECEIVED

APR 18 2018

PLANNING DEPT.



1:1,200

0 50 100 200
Feet

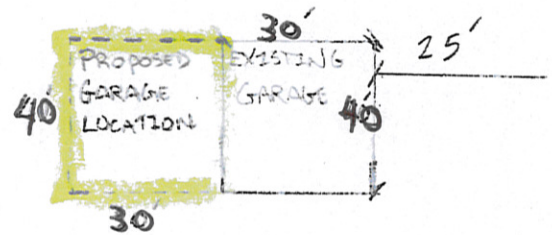
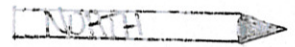
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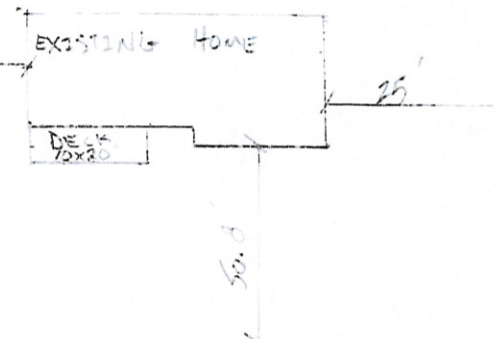
Sarpy County GIS

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

270.2



168'



RECEIVED
APR 18 2018
PLANNING DEPT.

ORDINANCE NO. 3907

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 8006 SOUTH 25TH STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 33B1, Pleasant Hill or Martin's Subdivision, located in the Southeast $\frac{1}{4}$ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From RS-72 (Single Family Residence, 7,200 Square Foot Zone) to RE (Residential Estates)

(Michael Belcastro)

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 _____, 2018.

APPROVED AS TO FORM:


City Attorney

ATTEST

City Clerk

Mayor

First Reading: 6-11-18

Second Reading: _____

Third Reading: _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

11a
6-25-18

COUNCIL MEETING DATE:	June 19, 2018	AGENDA ITEM TYPE:
		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 (SEE CLERK) <input type="checkbox"/>

SUBMITTED BY:	
Chris Shewchuk, Planning Director <i>cms</i>	

SUBJECT:

Request for a Conditional Use Permit to allow for the construction of a church at 12210 South 36th Street. Applicant: Father Leo Rigatuso for St. Matthew Church.

SYNOPSIS:

Father Leo Rigatuso, for Saint Matthew Church, is requesting approval of a Conditional Use Permit to allow for the construction of a religious assembly/church at 12210 South 36th Street. The church will share full access from 36th Street with the Chadwick Apartments to the south, as well as have a secondary access through the school area to the north. The Planning Department believes the application meets the requirements for approval of the Conditional Use Permit.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

Father Leo Rigatuso, for Saint Matthew Church, is requesting approval of a Conditional Use Permit to allow for the construction of a religious assembly/church at 12210 South 36th Street. The site plan meets the Zoning Ordinance requirements for required parking and landscaping. The church will share a drive with the apartment complex to the south; the owner of the apartment complex has agreed with the design of the the shared driveway. Prior to construction, a new access easement document will need to be filed with the Register of Deeds.

ATTACHMENTS:

- 1 PC recommendation
- 2 Planning Department staff report
- 3 Conditional Use Permit

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

[Signature]
n/a
Molly J. Miller

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Saint Matthew

LOCATION: 12210 South 36th Street

CASE #: CUP-1804-02

CITY COUNCIL HEARING DATE: June 25, 2018

REQUEST: for a conditional use permit for Lot 1, Saint Matthew The Evangelist Church Addition, located in the Southwest ¼ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska for the purpose of a religious assembly/church.

On May 24, 2018, the City of Bellevue Planning Commission voted seven yes, zero no, zero abstained, and two absent to recommend:

APPROVAL of the site plan as proposed in the package, or in the alternative, a site plan which changes the approach to 36th Street to allow more stacking, leaving that to discretion of staff. **APPROVAL** based upon the site plan meets the criteria for a conditional use permit, fulfills the requirements of the zoning ordinance, and lack of perceived negative impact to the surrounding area.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Perrin						Madden
	Cain						Ritz
	Baumgartner						
	Jacobson						
	Ackley						
	Casey						
	Smith						

Planning Commission Hearing (s) was held on: May 24, 2018

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBER: CUP-1804-02

FOR HEARING OF:

REPORT #1: May 24, 2018

REPORT #2: June 25, 2018

I. GENERAL INFORMATION

A. APPLICANT:

Saint Matthew
Attn: Father Leo Rigatuso
12210 South 36th Street
Bellevue, NE 68123

B. PROPERTY OWNER:

Saint Matthew
Attn: Father Leo Rigatuso
12210 South 36th Street
Bellevue, NE 68123

C. LOCATION:

12330 South 36th Street

D. LEGAL DESCRIPTION:

Lot 1, Saint Matthew The Evangelist Church, located in the Southeast $\frac{1}{4}$ of Section 5, T13N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

Conditional Use Permit for Lot 1, Saint Matthew The Evangelist Church, for the purpose of a religious assembly/church.

F. EXISTING ZONING AND LAND USE:

RS-84

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a conditional use permit to allow for the construction of a church.

H. SIZE OF SITE:

The site is approximately 20 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently developed with structures that function as Saint Matthew's School and current church facility.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Single Family Residential, RE
2. **East:** Residential – Offutt Housing
3. **South:** Multi-family Residential, MU
4. **West:** Vacant, AG

C. REVELANT CASE HISTORY:

There have been no recent requests to rezone or replat this property.

D. APPLICABLE REGULATIONS:

1. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.
2. Article 6, Zoning Ordinance, regarding Conditional Use Permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as Public and Semi Public.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2016 MAPA Traffic Flow Map estimates approximately 16,100 vehicles per day near the intersection of 36th Street and Capehart Road.
2. Saint Matthew will utilize its existing drive along South 36th Street. This drive will be full access. In addition, the church will share an access point to the south with Chadwick Apartments.

D. UTILITIES:

All utilities are available to this location.

E. ANALYSIS:

1. Father Leo Rigatuso, on behalf of Saint Matthew, has submitted a request for a conditional use permit for Lot 1, Saint Matthew The Evangelist Church Addition, for the purpose of a religious assembly/church.
2. The property is presently developed with structures that function as Saint Matthew's School and current church facility. Those existing structures will remain.
3. The applicant has submitted a site plan showing the church's proposed parking, which meets the Zoning Ordinance requirements. Based on projected seating requirements in the main assembly area, 210 parking stalls are required. The site plan shows 294 stalls, with a future plan to add an additional 52 stalls.
4. Saint Matthew will keep its existing full access drive. In addition, a secondary access will be shared with Chadwick Apartments to the south.
5. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Public Works Engineer Matt Knight had comments regarding the proposed access and how it pertained to the 36th Street widening project. The applicant's engineer has been working with the Public Works Department and Chadwick Apartments on this matter.

No other comments were received on this case.

6. A landscape plan was submitted as part of the site plan. The proposed landscape plan meets the minimum zoning ordinance requirements. It is the city's desire no

street landscaping be put in until the 36th Street widening project is complete. The landscape plan does note this at the city's request.

7. Saint Matthew has an older sign in the city's right-of-way. This sign was supposed to be removed when the church received a permit for their newer sign. The Planning Department has added language to the conditional use permit agreement indicating the sign in the right-of-way shall be removed.

8. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:

6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.

6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.

6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.

6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.

6.06.07 The use shall not involve any pollution of the air by fly-ash, dust, vapors or other substance which is harmful to health, animals, vegetation or other property or which can cause soiling, discomfort, or irritation.

6.06.08 The use shall not involve any malodorous gas or matter which is discernible on any adjoining lot or property.

6.06.09 The use shall not involve any direct or reflected glare which is visible from any adjoining property or from any public street, road, or highway.

6.06.10 The use shall not involve any activity substantially increasing the movement of traffic on public streets unless procedures are instituted to limit traffic hazards and congestion.

6.06.11 The use shall not involve any activity substantially increasing the burden on any public utilities or facilities unless provisions are made for any necessary adjustments.

The Planning Department believes this application meets the criteria for approval of the Conditional Use Permit.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based upon compliance with the requirements of the zoning ordinance and lack of perceived negative impact to the surrounding area.

V. PLANNING COMMISSION RECOMMENDATION

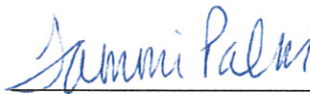
APPROVAL of the site plan as proposed in the package, or in the alternative, a site plan which changes the approach to 36th Street to allow more stacking, leaving that to discretion of staff. APPROVAL based upon the site plan meets the criteria for a conditional use permit, fulfills the requirements of the zoning ordinance, and lack of perceived negative impact to the surrounding area.

VI. ATTACHMENTS TO REPORT

1. Zoning Map
2. 2016 GIS aerial photo of the property
3. Statement from Father Leo Rigatuso received April 25, 2018
4. Site plan received June 19, 2018
5. Landscape plan received May 16, 2018.
6. Conditional Use Permit Agreement

VII. COPIES OF REPORT TO:


1. Saint Matthew (Father Leo Rigatuso)
2. TD2 (Ben Drews)
3. Public Upon Request



Prepared by:

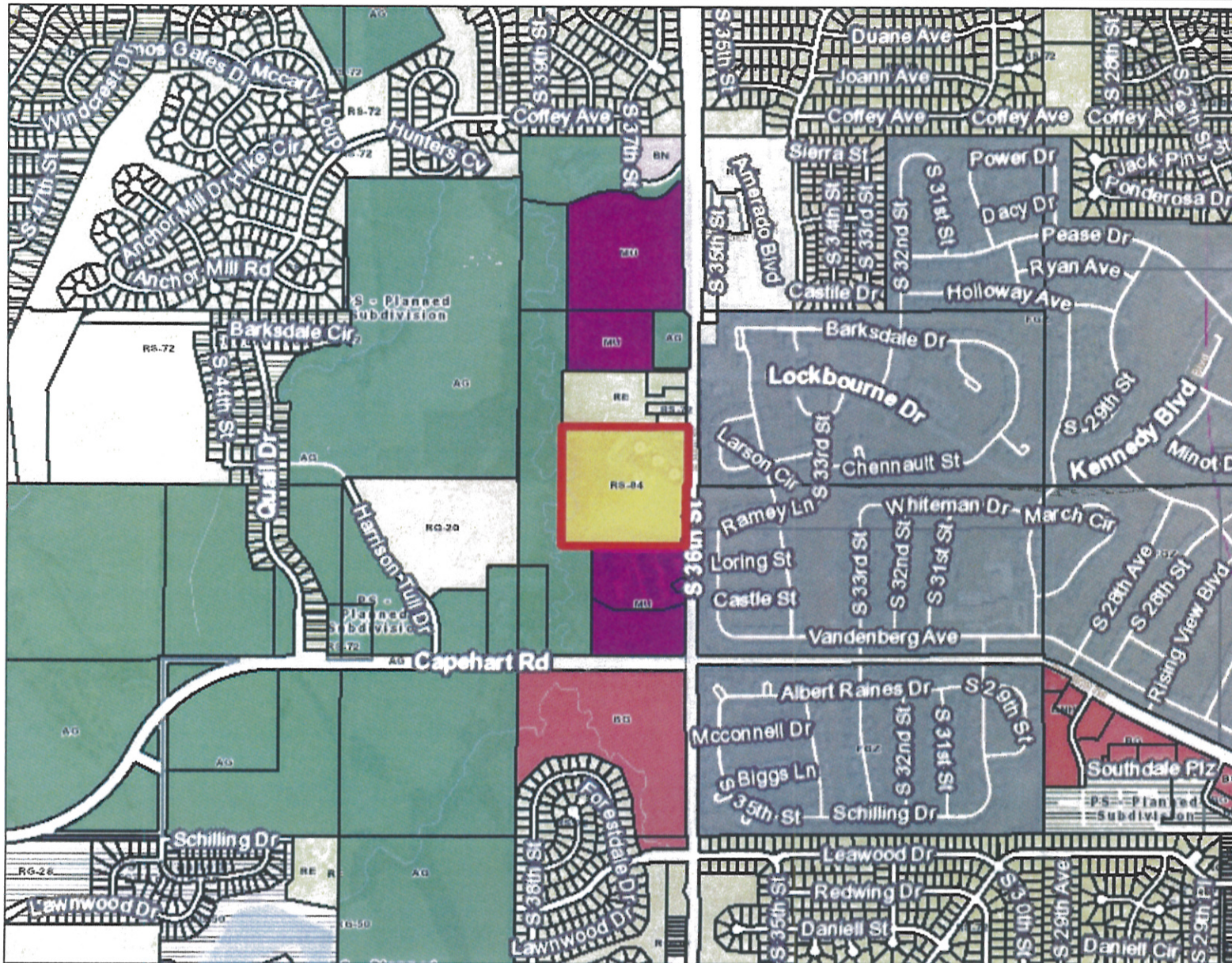


Planning Director



Date of Report

Zoning Map 12330 South 36th Street



Location



Legend

Road Centerlines
2016 Aerial Photo

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



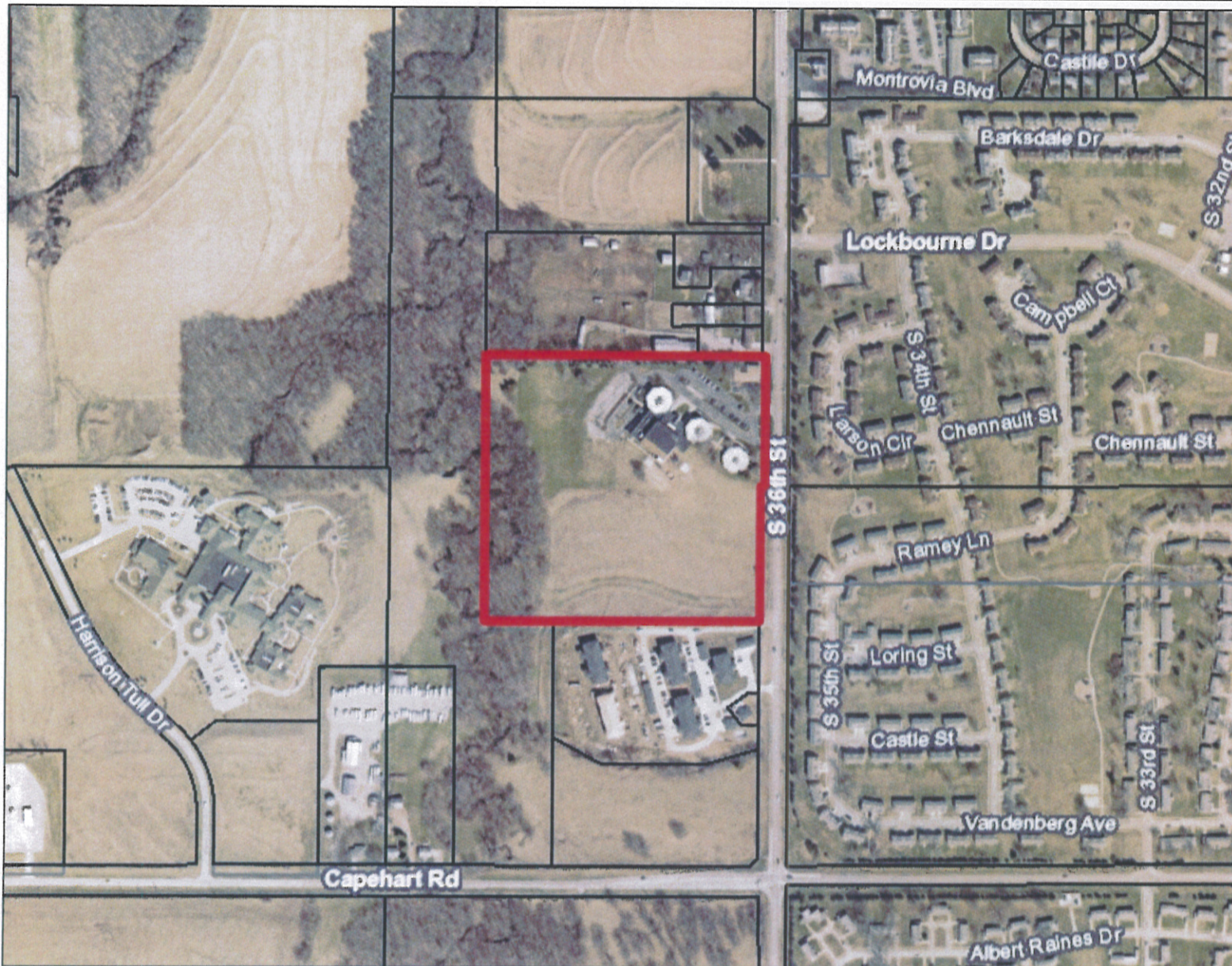
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Sarpy County GIS

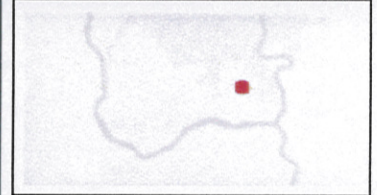


1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

12330 South 36th Street



Location



Legend

Road Centerlines
2016 Aerial Photo

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



1: 6,000

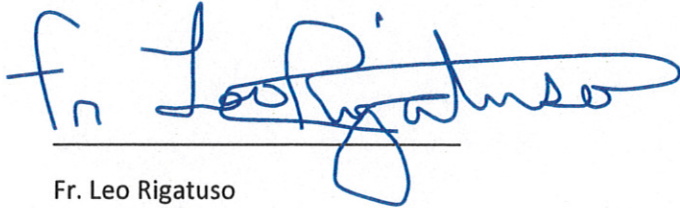
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Sarpy County GIS



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

On behalf of St Matthew Catholic Community, I am requesting a Conditional Use Permit to build a new church on Lot 1 Saint Matthew the Evangelist Church Addition.

A handwritten signature in blue ink, appearing to read "Fr. Leo Rigatuso", written over a horizontal line.

Fr. Leo Rigatuso

12210 S 36th ST
Bellevue NE 68123

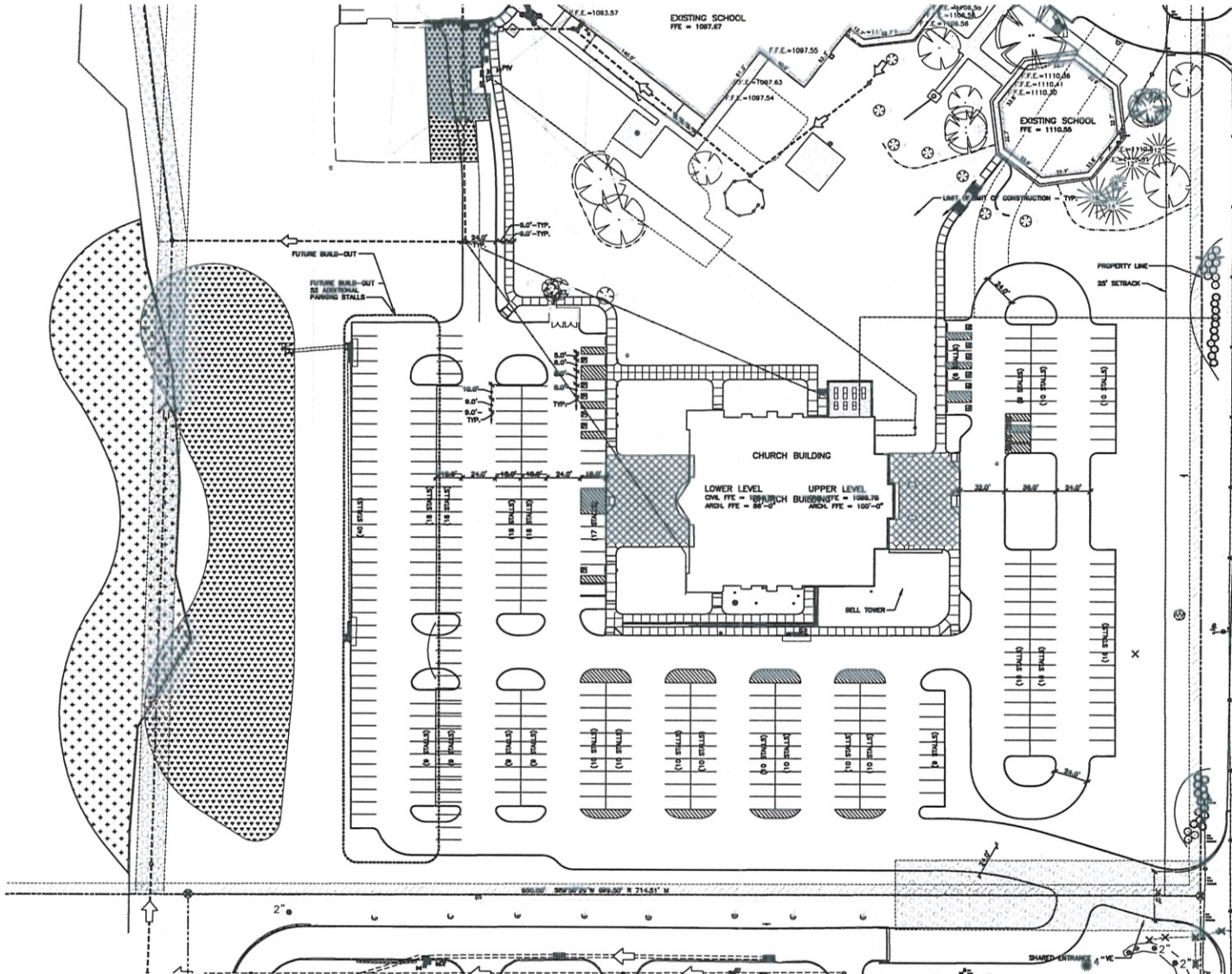
RECEIVED

APR 25 2018

PLANNING DEPT.

LEGAL DESCRIPTION

LOT 10, SUBDIVISION 4, PLAT OF THE 1/4 AND PART OF THE NW 1/4 OF SECTION 24, T4N, R10E OF THE 4TH PA. JEFFERSON COUNTY, NEBRASKA



PARKING SUMMARY	
1 STALL PER 4 SEATS = 231	REQUIRED PARKING STALLS
STALL TYPE	STALLS
STANDARD STALLS - BASE PLAN	276
STANDARD STALLS - FUTURE BUILD-OUT	325
HANDICAP STALLS	12
TOTAL STALLS BASE PLAN	288
TOTAL STALLS FUTURE BUILD-OUT	337

RECEIVED

JUN 19 2018

PLANNING DEPT.

CONSULTANTS



JACKSON-JACKSON
& ASSOCIATES, INC.

ST. MATTHEW CATHOLIC COMMUNITY
NEW CHURCH

1219 SOUTH 30TH STREET
BELLEVUE, NEBRASKA

SITE PLAN

402.330.8860

www.td2co.com



thompson, dressen & dornier, inc.
10836 Old Mill Rd Omaha, NE 68154
402.330.8860

C



Parking Lot Landscaping Required: 5,567 S.F.
 (19 S.F. per parking stall x 293 stalls)
 Parking Lot Landscaping Provided: 7,000 S.F.
 Shade Trees Required: 19 Ea.
 (Parking Lot Landscaping 5,567 S.F. / 300 S.F. = 19 Ea.)
 Shade Trees Provided: 19 Ea.

Requirements: Provide a minimum 15-foot deep landscaped yard adjacent to any public or private street, running the entire length of the development. Provide one shade or ornamental tree and three shrubs for every 40 linear feet of street frontage.

Shade or Ornamental Trees Required: 12 Ea.
(400 L.F. / 40 L.F. per tree)
Shade Trees Provided: 7 Ea.
Ornamental Trees Provided: 5 Ea.

Shrubs Required: 36 Ea. (480 L.F. / 40 L.F. x 3 shrubs)
Shrubs Provided: 36 Ea.

CONFIRMED LANDSCAPING REQUIREMENTS

Requirement: At least one-third of the trees and shrubs shall be a coniferous or evergreen species.

Total Trees & Shrubs: 67 Ea.
Total Coniferous/Evergreen Trees & Shrubs: 24 Ea.

COMMON NAME	BOTANICAL NAME	QTY.	SIZE	ROOT	SPACING
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Autumn Brilliance	Amelanchier x grandiflora 'Autumn	3	3" Col.	100	As
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COMMON NAME	BOTANICAL NAME	QTY.	SIZE	ROOT CONCENTRATION	SPACING
-------------	----------------	------	------	-----------------------	---------

Like	Dislike
<p>1. <input type="checkbox"/> I like the way you look.</p> <p>2. <input type="checkbox"/> I like the way you talk.</p> <p>3. <input type="checkbox"/> I like the way you think.</p> <p>4. <input type="checkbox"/> I like the way you feel.</p> <p>5. <input type="checkbox"/> I like the way you act.</p> <p>6. <input type="checkbox"/> I like the way you behave.</p> <p>7. <input type="checkbox"/> I like the way you dress.</p> <p>8. <input type="checkbox"/> I like the way you smile.</p> <p>9. <input type="checkbox"/> I like the way you laugh.</p> <p>10. <input type="checkbox"/> I like the way you cry.</p> <p>11. <input type="checkbox"/> I like the way you sweat.</p> <p>12. <input type="checkbox"/> I like the way you breathe.</p> <p>13. <input type="checkbox"/> I like the way you move.</p> <p>14. <input type="checkbox"/> I like the way you walk.</p> <p>15. <input type="checkbox"/> I like the way you run.</p> <p>16. <input type="checkbox"/> I like the way you jump.</p> <p>17. <input type="checkbox"/> I like the way you dance.</p> <p>18. <input type="checkbox"/> I like the way you sing.</p> <p>19. <input type="checkbox"/> I like the way you play.</p> <p>20. <input type="checkbox"/> I like the way you work.</p> <p>21. <input type="checkbox"/> I like the way you study.</p> <p>22. <input type="checkbox"/> I like the way you sleep.</p> <p>23. <input type="checkbox"/> I like the way you eat.</p> <p>24. <input type="checkbox"/> I like the way you drink.</p> <p>25. <input type="checkbox"/> I like the way you smoke.</p> <p>26. <input type="checkbox"/> I like the way you drink.</p> <p>27. <input type="checkbox"/> I like the way you smoke.</p> <p>28. <input type="checkbox"/> I like the way you drink.</p> <p>29. <input type="checkbox"/> I like the way you smoke.</p> <p>30. <input type="checkbox"/> I like the way you drink.</p>	<p>1. <input type="checkbox"/> I dislike the way you look.</p> <p>2. <input type="checkbox"/> I dislike the way you talk.</p> <p>3. <input type="checkbox"/> I dislike the way you think.</p> <p>4. <input type="checkbox"/> I dislike the way you feel.</p> <p>5. <input type="checkbox"/> I dislike the way you act.</p> <p>6. <input type="checkbox"/> I dislike the way you behave.</p> <p>7. <input type="checkbox"/> I dislike the way you dress.</p> <p>8. <input type="checkbox"/> I dislike the way you smile.</p> <p>9. <input type="checkbox"/> I dislike the way you laugh.</p> <p>10. <input type="checkbox"/> I dislike the way you cry.</p> <p>11. <input type="checkbox"/> I dislike the way you sweat.</p> <p>12. <input type="checkbox"/> I dislike the way you breathe.</p> <p>13. <input type="checkbox"/> I dislike the way you move.</p> <p>14. <input type="checkbox"/> I dislike the way you walk.</p> <p>15. <input type="checkbox"/> I dislike the way you run.</p> <p>16. <input type="checkbox"/> I dislike the way you jump.</p> <p>17. <input type="checkbox"/> I dislike the way you dance.</p> <p>18. <input type="checkbox"/> I dislike the way you sing.</p> <p>19. <input type="checkbox"/> I dislike the way you play.</p> <p>20. <input type="checkbox"/> I dislike the way you work.</p> <p>21. <input type="checkbox"/> I dislike the way you study.</p> <p>22. <input type="checkbox"/> I dislike the way you sleep.</p> <p>23. <input type="checkbox"/> I dislike the way you eat.</p> <p>24. <input type="checkbox"/> I dislike the way you drink.</p> <p>25. <input type="checkbox"/> I dislike the way you smoke.</p> <p>26. <input type="checkbox"/> I dislike the way you drink.</p> <p>27. <input type="checkbox"/> I dislike the way you smoke.</p> <p>28. <input type="checkbox"/> I dislike the way you drink.</p> <p>29. <input type="checkbox"/> I dislike the way you smoke.</p> <p>30. <input type="checkbox"/> I dislike the way you drink.</p>

Shenandoah	Spiraea nipponica	3	10 ³ HL ₅₀	Cont.	As
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1

BIG MUDDY Workshop

DEPT

DEPT

C1.4

Record & Return To:
Adams & Sullivan, P.C., L.L.O.
1246 Golden Gate Drive, Suite 1
Papillion, NE 68046

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 1, SAINT MATTHEW THE EVANGELIST CHURCH ADDITION,
LOCATED IN THE SOUTHEAST ¼ OF SECTION 5, T13N, R13E OF THE 6TH P.M., SARPY
COUNTY, NEBRASKA

Conditional Use Permit for Saint Matthew

This Conditional Use Permit issued this _____ day of June, 2018 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska ("City") to Saint Matthew, ("Applicant"), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Saint Matthew, is the legal owner of Lot 1, Saint Matthew The Evangelist Church Addition, located in the Southeast ¼ of Section 5, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 20 acres, more or less ("Property"). Applicant desires to use the Property for the purpose of a church; and

WHEREAS, Applicant has applied for a conditional use permit for the purpose of using the Property as described above; and

WHEREAS, the Mayor and City Council of the City of Bellevue are agreeable to the issuance of a conditional use permit to the Applicant for such purpose, subject to certain conditions and agreements as hereinafter provided (the "Permit").

NOW, THEREFORE, BE IT KNOWN THAT subject to the conditions hereof, this Permit is issued to the Applicant to use the Property for the purpose described above, said use hereinafter being referred to interchangeably as a "Permitted Use" or "Use".

Conditions of Permit

The conditions to which the granting of this Permit is subject are as follows:

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:
 - a. A site plan showing the Property's boundaries, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "A." A landscape plan is attached hereto and incorporated herein as Exhibit "B."

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
 - b. Construction of the Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void unless an extension is granted by the City Council.
 - c. Applicant may maintain a church on the Property.
 - d. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
 - e. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance. Saint Matthew sign in the city's right-of-way shall be removed per Exhibit "C," which is attached hereto and incorporated herein
 - f. An access easement per Exhibit "A" shall be recorded with the Sarpy County Register of Deeds prior to issuance of a building permit.
 - g. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
 - c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the

same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

6. If any provisions, or any portion thereof, contained in this Permit are held to be unconstitutional, invalid, or unenforceable, the remaining provisions hereof, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

7. The conditions and terms of this Permit shall be binding upon Applicant, its successors and assigns.

- a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.
- b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.
- c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.
- d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

Saint Matthew
12210 South 36th Street
Bellevue, NE 68123

- e. All recitals at the beginning of this document and exhibits or other documents referenced in this Permit shall be incorporated herein by reference.

Effective Date:

This Permit shall take effect upon the filing hereof with the Register of Deeds a signed original hereof.

The City of Bellevue

By: _____
Rita Sanders, Mayor

ATTEST:

Sabrina Ohnmacht, City Clerk

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

The undersigned, a notary public qualified in and for said county, does hereby certify that Rita Sanders and Susan Sabrina Ohnmacht, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipal corporation, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this day and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

Witness my hand and notarial seal this ____ day of _____, 2018.

Notary Public

Father Leo Rigatuso, Saint Matthew

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

The undersigned, a notary public qualified in and for said county, does hereby certify that Father Leo Rigatuso signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this ____ day of _____, 2018.

Notary Public



LEGAL DESCRIPTION

LOT 24, SUBDIVISION A, PART OF THE NW 1/4 AND PART OF THE NW 1/4 OF SECTION 26, T44N R02E OF THE 6TH PAL MERIDIAN COUNTY, MINNESOTA

RECEIVED
JUN 19 2018
PLANNING DEPT.

CONSULTANTS

ST. MATTHEW CATHOLIC COMMUNITY
NEW CHURCH

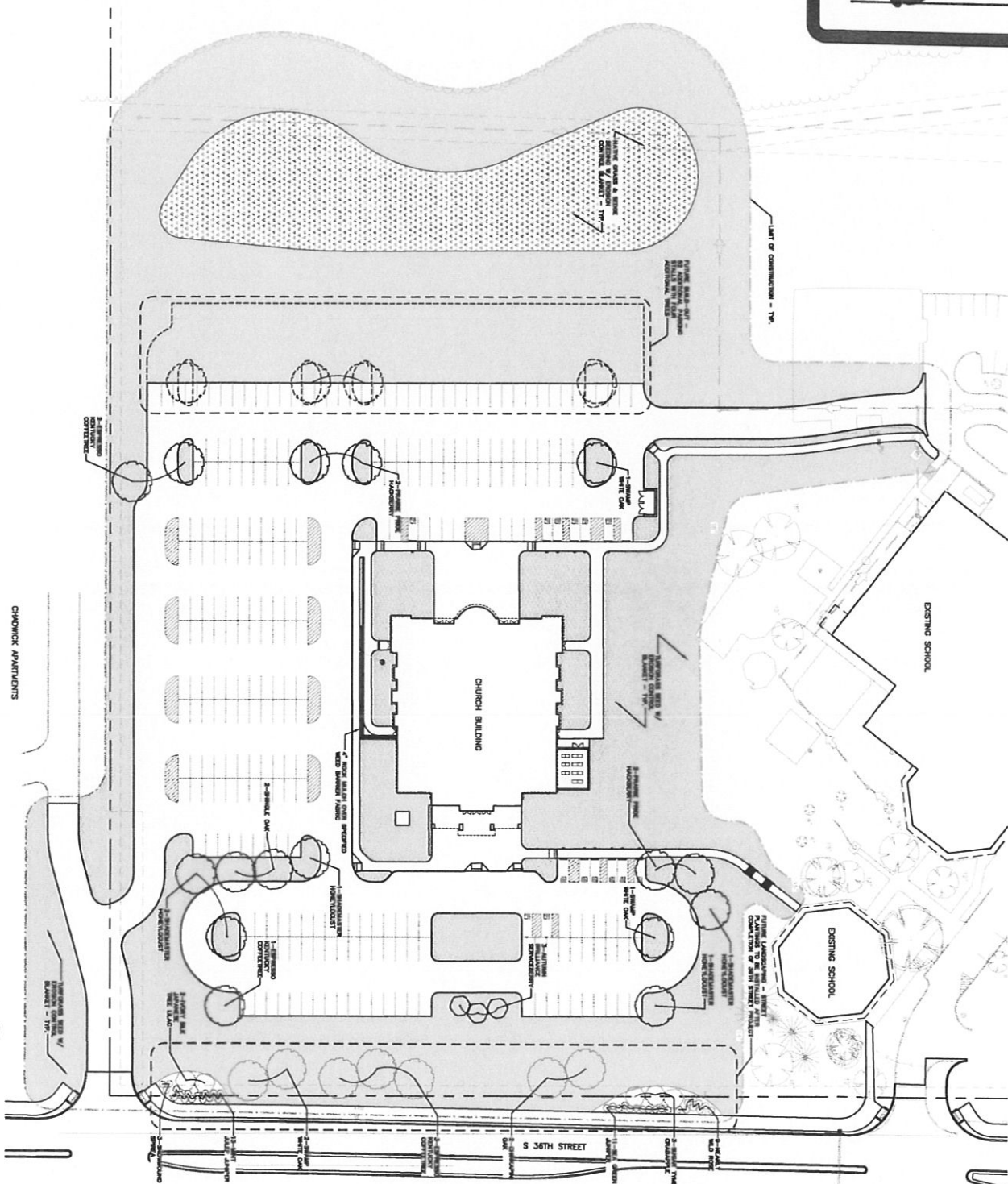
BELLVIEW, NEBRASKA

SITE PLAN

JACKSON - JACKSON
& ASSOCIATES, INC.



http://www.elsevier.com/locate/ymbs



1000

Perching Lat. Landingg. Required: 0.087 S.F.
(18 S.F. per perching bird x 253 birds)
Perching Lat. Landingg. Provided: 7,600 S.F.

Recherches Privées et

adjacent to any public or private street, running the entire length of the development. Private use streets or ornamental tree and tree shrubs for every 40 linear feet of street frontage.

Shrub or Ornamental Trees Required: 12 Ea.
(40 L.F. / 40 L.F., per tree)
Shrub Trees Preferred: 7 Ea.
Ornamental Trees Preferred: 6 Ea.

Style Required 30 Ea. ()

COMPARATIVE LITERATURE REFERENCES

Requirement: At least one-third of the trees and shrubs shall be a combination of evergreen species.

Total Trees & Shrubs: 87 Ea.

Total Conifers/Overgreen Trees & Shrubs: 24 Ea.

Full Schedule = Parking lot Unsubscribing

[illegible]

PLANT SCHEDULE - STREET LANDSCAPING

[illegible]

PLANTING LEGEND

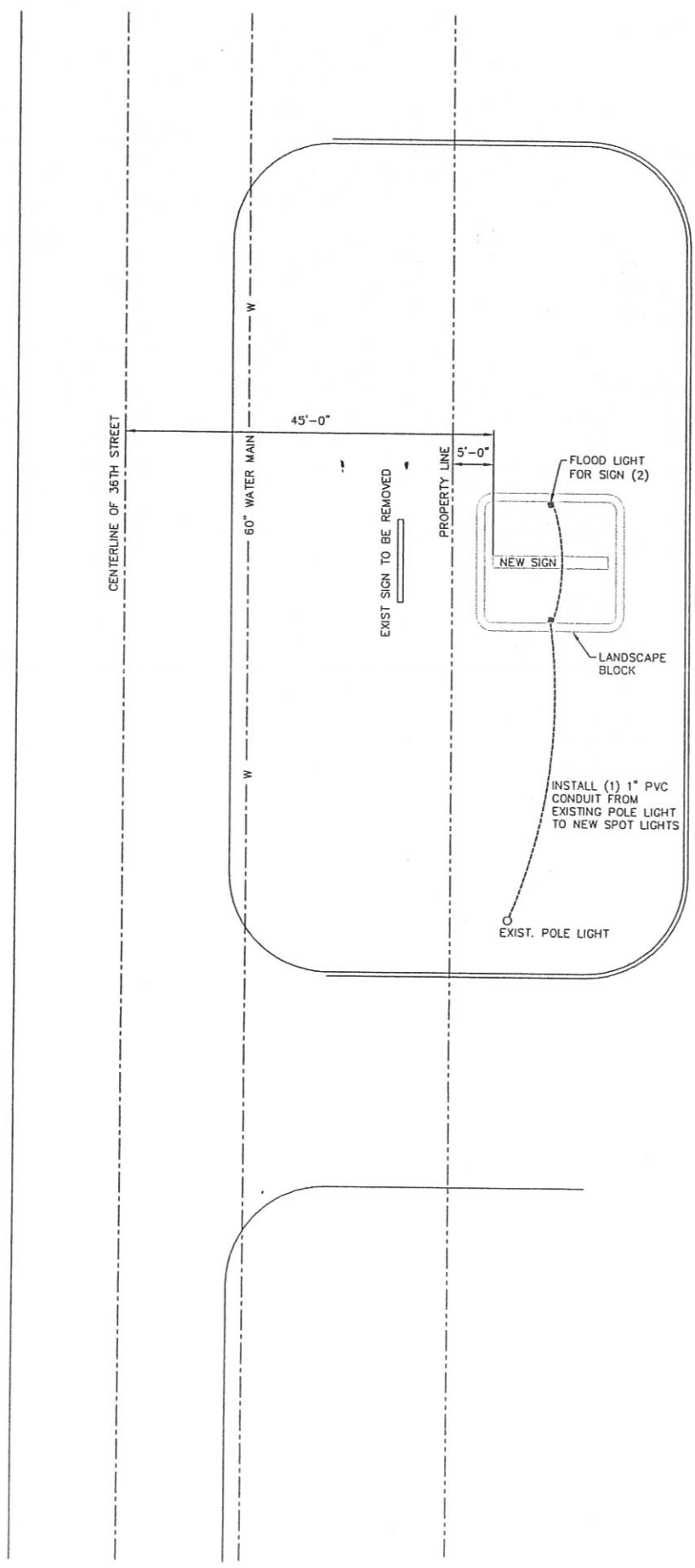
COATING DECORATIVE TILE
TO ROCK
 COATING CONCRETE TILE
TO ROCK

POLISHED DECORATIVE GANY INLAY
 POLISHED UNIFORMITY TILE
 POLISHED DECORATIVE SHAPE
 POLISHED CONCRETE SHAPE

UNIVERSAL GRID
 POLISHED DECORATIVE
 POLISHED CONCRETE
 POLISHED CONCRETE

ROCK MASONRY

NORTH



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a
6-25-18

COUNCIL MEETING DATE:	6/25/2018	AGENDA ITEM TYPE:
SUBMITTED BY: Jeff Roberts, Public Works Director	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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Bellevue Major Street Resurfacing

SYNOPSIS:

Approve the Resolution awarding the Bellevue Major Street Resurfacing project identified as MAPA-5061(7) to Western Engineering Company, Inc. in the amount of \$2,747,933.25.

FISCAL IMPACT:

\$2,747,933.25

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

MAPA-5061(7)

RECOMMENDATION:

Approve the Resolution awarding the Bellevue Major Street Resurfacing project identified as MAPA-5061(7) to Western Engineering Company, Inc. in the amount of \$2,747,933.25. The City Council authorizes the Mayor to sign the contract on behalf of the city.

BACKGROUND:

The State, on behalf of the city, received bids for the construction of this project. Western Engineering Company, Inc. was the low bidder to whom the contract should be awarded. A contract will be provided for the Mayor to sign as soon as the resolution is approved and returned. This is an 80/20 cost share with the Nebraska Department of Transportation and is part of the One & Six Year Program.

ATTACHMENTS:

- 1 Resolution
- 2 Bid Tabulations
- 3 Memo from Dean Dunn

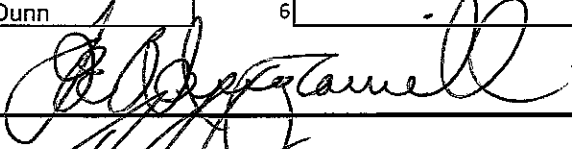
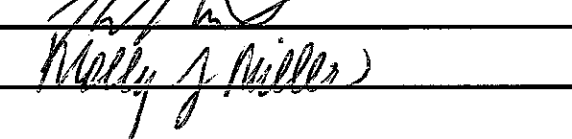
- 4 LPA Program Agreement - STP Fund
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

RESOLUTION 2018-15

WHEREAS, there has been signed by the CITY OF BELLEVUE on the 28th day of August, 2017, and the State on the 11th day of September, 2017, an agreement providing for the construction of a Federal Aid City Project at the following location: BELLEVUE MAJOR STREET RESURFACING, and

WHEREAS, in the above agreement, the City has pledged sufficient funds to finance its share of the cost of the construction of this project identified as MAPA-5061(7), and

WHEREAS, the above mentioned agreement provided that the City will pay costs as set forth in the agreement, and

WHEREAS, the State, on behalf of the City received bids for the construction of this project based on the final plans and specifications on June 14, 2018, at which time 2 bid(s) were received for the construction of the proposed work, and

WHEREAS, the following Contractor for the items of work listed has been selected as the low bidder to whom the contract should be awarded:

WESTERN ENGINEERING COMPANY, INC, HARLAN, IA 51537-0350
BITUMINOUS: \$2,747,933.25

NOW THEREFORE, in consideration of the above facts, the City Council of the CITY OF BELLEVUE, by this resolution, takes the following official action:

1. If for any reason the Federal Highway Administration rescinds, limits its obligations, or defers payment of the Federal share of the cost of this project, the City hereby agrees to provide the necessary funds to pay for all costs incurred until and in the event such Federal funds are allowed and paid.
2. The Council hereby concurs in the selection of the above mentioned Contractor for the items of work listed, to whom the contract should be awarded.
3. The Council hereby approves of the final plans and specifications that were used in the bidding process for this project.
4. The Council hereby authorizes the Mayor to sign the contract with the above mentioned Contractor for the above mentioned work on behalf of the City.

DATED THIS _____ DAY OF _____, A.D. _____

CITY OF BELLEVUE

(Mayor)

ATTEST:

Council Member _____
moved the adoption of said resolution.

(City Clerk)

Roll Call: _____ yea, _____ nay.
Resolution adopted, signed and billed as adopted.

BID TABULATIONS

06/15/2018
08:27 AM

CALL ORDER: 230

CONTRACT ID: 2736X

COUNTY: SARPY

LETTING DATE: 6/14/2018

DISTRICT: 2

PROJECT: MAPA-5061(7)

CONTRACT DESCRIPTION: BELLEVUE MAJOR STREET RESURFACING

VENDOR NO.

BID NOTES

RANK	VENDOR NO.	VENDOR NAME	TOTAL BID	% OVER LOW BID
1	0477	WESTERN ENGINEERING COMPANY, INC.	\$ 2,747,933.25	100.0000 %
2	4574	OLDCASTLE MATERIALS MIDWEST CO. DBA OMNI ENGINEERING	\$ 3,057,877.35	111.2792 %

CALL ORDER: 230
 CONTRACT ID: 2736X
 PROJECT: MAPA-5061(7)

LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(1) 0477 WESTERN ENGINEERING COMPANY, INC.		(2) 4574 OMNI ENGINEERING(OLDCASTLE MATLS MW/DBA)	
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0001 GROUP 9 BITUMINOUS				
0001 0001.08 6330.000 BDAY BARRICADE, TYPE II	\$ 0.50000	\$ 3,165.00	\$ 0.50000	\$ 3,165.00
0002 0001.10 1055.000 BDAY BARRICADE, TYPE III	\$ 2.10000	\$ 2,215.50	\$ 2.15000	\$ 2,268.25
0003 0001.75 350.000 EACH TEMPORARY SIGN DAY	\$ 4.30000	\$ 1,505.00	\$ 4.35000	\$ 1,522.50
0004 0001.97 350.000 EACH BARRICADE SIGN DAY	\$ 9.00000	\$ 3,150.00	\$ 9.45000	\$ 3,307.50
0005 0002.97 30.000 DAY FLASHING ARROW PANEL	\$ 160.00000	\$ 4,800.00	\$ 166.00000	\$ 4,980.00
0006 0003.04 122.000 DAY PORTABLE DYNAMIC MESSAGE BOARDS	\$ 52.00000	\$ 6,344.00	\$ 53.30000	\$ 6,502.60
0007 0003.10 112.000 DAY FLAGGING	\$ 450.00000	\$ 50,400.00	\$ 431.00000	\$ 48,272.00
0008 0020.00 100.000 HOUR TRAINING	\$ 2.00000	\$ 200.00	\$ 2.00000	\$ 200.00
0009 0030.90 1.000 LUMP MOBILIZATION	\$ 200,000.00000	\$ 200,000.00	\$ 195,337.00000	\$ 195,337.00
0010 3040.11 180.000 SY CONCRETE PAVEMENT REPAIR, TYPE A, FULL DEPTH	\$ 110.00000	\$ 19,800.00	\$ 113.00000	\$ 20,340.00
0011 3040.12 380.000 SY CONCRETE PAVEMENT REPAIR, TYPE B, FULL DEPTH	\$ 95.00000	\$ 36,100.00	\$ 95.20000	\$ 36,176.00
0012 3040.13 570.000 SY CONCRETE PAVEMENT REPAIR, TYPE C, FULL DEPTH	\$ 90.00000	\$ 51,300.00	\$ 91.60000	\$ 52,212.00
0013 4005.00 9474.000 LB CAST IRON RING AND COVER	\$ 1.70000	\$ 16,105.80	\$ 1.75000	\$ 16,579.50

DEPARTMENT OF TRANSPORTATION

CALL ORDER: 230
 CONTRACT ID: 2736X
 PROJECT: MAPA-5061(7)

LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(1) 0477 WESTERN ENGINEERING COMPANY, INC.		(2) 4574 OMNI ENGINEERING(OLDCASTLE MATLS MW/DBA)	
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0014 4014.71 61.000 EACH ADJUST INLET TO GRADE	\$ 900.00000	\$ 54,900.00	\$ 945.00000	\$ 57,645.00
0015 4015.00 68.000 EACH ADJUST MANHOLE TO GRADE	\$ 800.00000	\$ 54,400.00	\$ 822.00000	\$ 55,896.00
0016 4900.25 108.000 EACH CURB INLET SEDIMENT FILTER	\$ 125.00000	\$ 13,500.00	\$ 240.00000	\$ 25,920.00
0017 7500.15 17.000 EACH RIGHT ARROW, PREFORMED PAVEMENT MARKING TYPE 4	\$ 300.00000	\$ 5,100.00	\$ 309.00000	\$ 5,253.00
0018 7500.19 3.000 EACH THRU ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	\$ 300.00000	\$ 900.00	\$ 309.00000	\$ 927.00
0019 7500.26 35.000 EACH LEFT ARROW, PREFORMED PAVEMENT MARKING, TYPE 4	\$ 300.00000	\$ 10,500.00	\$ 309.00000	\$ 10,815.00
0020 7500.38 2.000 EACH ONLY, PREFORMED PAVEMENT MARKING, TYPE 4	\$ 325.00000	\$ 650.00	\$ 341.00000	\$ 682.00
0021 7503.50 50006.000 LF 5" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	\$ 3.00000	\$ 150,018.00	\$ 3.15000	\$ 157,518.90
0022 7503.51 53198.000 LF 5" YELLOW PREFORMED PAVEMENT MARKING, TYPE 4	\$ 3.00000	\$ 159,594.00	\$ 3.15000	\$ 167,573.70
0023 7508.04 1107.000 LF 12" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	\$ 8.00000	\$ 8,856.00	\$ 8.10000	\$ 8,966.70
0024 7512.04 978.000 LF 24" WHITE PREFORMED PAVEMENT MARKING, TYPE 4	\$ 16.00000	\$ 15,648.00	\$ 16.20000	\$ 15,843.60
0025 8022.20 16192.000 EACH HYDRATED LIME/WARM MIX ASPHALT	\$ 0.10000	\$ 1,619.20	\$ 2.05000	\$ 33,193.60

CALL ORDER: 230
 CONTRACT ID: 2736X
 PROJECT: MAPA-5061(7)

LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(1) 0477 WESTERN ENGINEERING COMPANY, INC.		(2) 4574 OMNI ENGINEERING(OLDCASTLE MATLS MW/DBA)	
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0026 9005.75 1742.000 TON ASPHALTIC CONCRETE, TYPE SPR	\$ 51.50000	\$ 89,713.00	\$ 51.40000	\$ 89,538.80
0027 9005.82 14415.000 TON ASPHALTIC CONCRETE, TYPE SPH	\$ 55.20000	\$ 795,708.00	\$ 59.30000	\$ 854,809.50
0028 9009.00 2943.000 SY PLACEMENT OF ASPHALTIC CONCRETE FOR DRIVEWAYS AND INTERSECTIONS	\$ 6.00000	\$ 17,658.00	\$ 3.50000	\$ 10,300.50
0029 9010.50 5.000 TON ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	\$ 95.00000	\$ 475.00	\$ 95.60000	\$ 478.00
0030 9010.56 30.000 TON ASPHALTIC CONCRETE FOR PATCHING, TYPE SPH	\$ 105.00000	\$ 3,150.00	\$ 79.50000	\$ 2,385.00
0031 9021.16 80.362 TON PERFORMANCE GRADED BINDER (58V-34)	\$ 675.00000	\$ 54,244.35	\$ 708.00000	\$ 56,896.30
0032 9021.19 751.140 TON PERFORMANCE GRADED BINDER (58E-34)	\$ 700.00000	\$ 525,798.00	\$ 740.00000	\$ 555,843.60
0033 9053.00 21570.000 GAL TACK COAT	\$ 1.80000	\$ 38,826.00	\$ 2.45000	\$ 52,846.50
0034 9110.03 10.000 HOUR RENTAL OF DUMP TRUCK, FULLY OPERATED	\$ 90.00000	\$ 900.00	\$ 59.60000	\$ 596.00
0035 9110.07 10.000 HOUR RENTAL OF SKID LOADER, FULLY OPERATED	\$ 75.00000	\$ 750.00	\$ 61.10000	\$ 611.00
0036 9179.33 83928.000 SY COLD MILLING, CLASS 3	\$ 1.65000	\$ 138,481.20	\$ 2.10000	\$ 176,248.80
0037 9186.00 56570.000 SY CONCRETE SURFACE MILLING	\$ 2.76000	\$ 156,133.20	\$ 4.75000	\$ 268,707.50
0038 9300.38 27526.000 EACH RAP INCENTIVE PAYMENT	\$ 1.00000	\$ 27,526.00	\$ 1.00000	\$ 27,526.00

CALL ORDER: 230
 CONTRACT ID: 2736X
 PROJECT: MAPA-5061(7)

LINE NO / ITEM CODE ITEM DESCRIPTION QUANTITY	(1) 0477 WESTERN ENGINEERING COMPANY, INC.		(2) 4574 OMNI ENGINEERING(OLDCASTLE MATLS MW/DBA)	
	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
0039 L022.75 500.000 LF TEMPORARY SILT CHECK	\$ 5.00000	\$ 2,500.00	\$ 4.25000	\$ 2,125.00
0040 L860.50 1.000 LUMP ENVIRONMENTAL COMMITMENTS - CONTRACTOR COMPLIANCE	\$ 1,500.00000	\$ 1,500.00	\$ 2,878.00000	\$ 2,878.00
0041 W600.03 34.000 EACH ADJUST VALVE BOX TO GRADE	\$ 700.00000	\$ 23,800.00	\$ 735.00000	\$ 24,990.00
SECTION TOTALS		\$ 2,747,933.25		\$ 3,057,877.35
CONTRACT TOTALS		\$2,747,933.25		\$3,057,877.35



City of Bellevue

Public Works Administration

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

MEMO TO: Jeff Roberts, Public Works Director

FROM: Dean Dunn, Manager of Engineering Services

DATE: June 18, 2018

SUBJECT: Bellevue Major Street Resurfacing
Federal Aid Project No. MAPA-5061(7)

On August 28, 2017, the City Council approved the LPA Program Agreement – STP Funds with the State providing for the construction of a Federal Aid City Project to be known as Bellevue Major Street Resurfacing. A copy of the Agreement is attached for your review. The State on behalf of the City received bids for the construction of this project based on the final plans and specifications on June 14, 2018. Two bids were received and the low bidder was Western Engineering Company, Inc. in the amount of \$2,747,933.25. The State has provided a resolution for the above referenced project for placement on the Council Agenda.

By approving the resolution, the City Council agrees to provide the necessary funds to pay for all costs incurred until Federal funds are allowed and paid, the Council concurs with the selection of Western Engineering Company, Inc. for the construction of the project, and the Council authorizes the Mayor to sign the contract with Western Engineering Company, Inc. on behalf of the City.

This is an 80/20 cost share with the Nebraska Department of Transportation (NDOT). Certain routes in Bellevue's jurisdiction have been designated as being eligible for Surface Transportation Program (STP) funds by the NDOT, Federal Highway Administration. The STP funds will provide improvements on eligible routes using Advanced Construction (AC). The entire fiscal impact amount will be bonded with reimbursement occurring in an out-year to be applied to a larger non-Federal Aide transportation project. The City will be billed and be responsible for 100 percent of the project and will request the AC funds be converted and will be reimbursed up to 80 percent of the eligible and participating costs.

After the resolution is approved and returned to the State, a standard contract will be issued for the Mayor to sign. A copy of the contract will not be made available until after the approved resolution has been returned to the State. This will be the same standard contract that has been used for other State funded projects. The City Attorney's office is comfortable knowing the contract will be the State's standard contract.

LPA PROGRAM AGREEMENT- STP FUNDS

CITY OF BELLEVUE, NEBRASKA
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. MAPA-5061(7)
STATE CONTROL NO. 22736
BELLEVUE MAJOR STREET RESURFACING

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

WITNESSETH:

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

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

WHEREAS, this project is set-up using Advanced Construction (AC),

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

WHEREAS, as a AC project, the LPA will be billed and responsible for 100 percent of the project costs, and

WHEREAS, the LPA will request the AC funds to be converted and will be reimbursed up to LPA's 80 percent of the eligible and participating costs, and

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the funding for the project under this agreement includes monies from the Federal Highway Administration (FHWA). If a non-federal entity expends \$500,000 or more in total federal awards in a fiscal year, then OMB Circular A-133 audit requirements must be addressed as explained further in this agreement, and

WHEREAS, the total cost of the project, is currently estimated to be \$3,261,050.00, but such costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the LPA's share of the total project costs is estimated to be \$1,0394,50.00. The LPA has earmarked and has placed in its fiscal budget at least the amount of the local

match indicated above. These costs may increase or decrease due to variations between the estimated and actual project costs, and

WHEREAS, the project is described as follows:

This project includes 7 major street segments that will be milled to take the old deteriorated surface off and resurfaced with a new asphalt material. Sewer manholes and utilities will be adjusted vertically to match the new asphalt surface, and

WHEREAS, the LPA desires that this project, the location of which is shown on attached Exhibit "A", be developed and constructed under the designation of Project No. MAPA-5061(7), as evidenced by the Resolution of the LPA dated the 28th day of

August, 2017, attached as Exhibit "B" and made a part of this agreement.

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

SECTION 1. DEFINITIONS

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

"AASHTO" means American Association of State Highway and Transportation Officials.

"ADA" means the Americans with Disabilities Act.

"ASTM" means the American Society for Testing and Materials.

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"FULLY QUALIFIED" means a person who has satisfactorily completed all applicable State training courses and who has met the other requirements necessary to be included on the State list of qualified LPA "Responsible Charge" (RC's).

"LPA" means Local Public Agency sponsoring a federally funded transportation project and determined to be qualified to assume the administrative responsibilities for such projects by the State.

"LPS" means the Local Projects Section at Nebraska Department of Transportation, in Lincoln, Nebraska.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

"FULL-TIME PUBLIC EMPLOYEE" means a public employee who meets all the

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

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

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

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

"STATE CERTIFIED CONSULTANT" means a Consultant that has met the certification requirements of the Nebraska Department of Transportation to provide professional services in certain work categories for federal and state funded work in Nebraska.

"STATE REPRESENTATIVE" means an individual from the Nebraska Department of Roads District Office assigned to the project, who will perform State's federal funding eligibility duties under this agreement.

SECTION 2. TERM OF THE AGREEMENT (7-18-13)

This agreement begins upon the signing of the agreement by the State. The State intends to sign the agreement after the LPA has signed. The agreement will expire upon completion of the LPA's Federal-aid project and final financial settlement, except that any terms

of this agreement that contemplate long term activities of the LPA such as environmental, maintenance, and operational commitments, will remain in effect as long as required by law or agreement. If the LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, the LPA shall notify the State and negotiate any necessary project termination conditions consistent with this agreement.

SECTION 3. PURPOSE OF AGREEMENT

The LPA wishes to plan, design, construct, operate, and maintain a Federal-aid transportation project on a street, highway, road, trail or other transportation related facility under LPA's jurisdiction. The LPA and the State understand that the Federal Highway Administration (FHWA) will not provide funding directly to LPA for this project; instead, FHWA provides Federal funding for eligible and participating project costs through the State. The State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this agreement as a steward of Federal Funds and as a liaison between LPA and FHWA. The purpose of this agreement is to set forth the understanding of the LPA and the State concerning their respective duties to enable the project to be eligible for federal-aid funding. Under this agreement, the LPA shall continue to have all duties concerning any aspect of project management, planning, design, construction, operation and maintenance. Nothing in this agreement shall be construed to create any duty of the State to LPA concerning such matters. LPA further agrees that LPA shall have no claim or right of action against the State under this agreement if FHWA determines that the project is not eligible in whole or in part, for federal-aid funding. The following sections of this agreement include the program requirements and other conditions State believes in good faith that LPA must meet for this project to be eligible for federal funding.

LPA acknowledges that many conditions must be met for the transportation project contemplated by this agreement to be constructed and for project costs to be reimbursed with federal-aid funds. Those conditions include, but are not limited to, the unknown availability of federal-aid funds, the timely and satisfactory completion of all federal-aid funding requirements and the perceived priority of this project with other projects competing for limited federal-aid funds. Therefore, LPA agrees to develop this project in an effort to meet all federal and state eligibility requirements so the project may be determined eligible for federal-aid funding.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- A. The LPA hereby designates Dean Dunn as the RC for this project.
- B. Duties and Assurances of the LPA concerning its designated RC for this project.

1. The LPA understands the duties and responsibilities of the LPA and RC as outlined in the LPA Guidelines Manual for Federal-Aid Projects.
2. The LPA has authorized and fully empowered the RC to be in day-to-day responsible charge of the subject Federal-aid project; this does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the project including identifying issues, investigating options, working directly with stakeholders, and decision making.
3. The RC is a full-time public employee or elected official of the LPA, or a full-time employee of another entity as defined in "Public Employee" above.
4. The LPA agrees to take all necessary actions and make its best good faith efforts to ensure that the RC's work on the project would be deemed to meet the same standards that the State must meet under 23 CFR 635.105.
5. If, for whatever reason, the designated RC is no longer assigned to the project during the design phase, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPS Quality Management Manager and the LPS Project Coordinator; after such notification the LPA shall replace the RC no later than thirty calendar days or sooner if possible. If the designated RC must be replaced during the letting or construction phases, the LPA shall, within one day or sooner if possible, notify verbally and in writing the State's LPS Quality Management Manager, the LPS Project Coordinator, and the State District Representative; after such notification, the LPA shall replace the RC no later than ten calendar days or sooner if possible. With advance written approval by the State, the LPA may use a Provisional RC in accordance with the State's Provisional RC Policy.
6. The LPA agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid highway projects. This includes meeting all post-construction commitments, including but not limited to environmental or maintenance. The LPA understands that failure to meet any eligibility requirements for Federal funding may result in the loss of all Federal funding for the project. In the event that the acts or omissions of RC, the LPA or its agents or representatives result in a finding that a project is ineligible for Federal funding, the LPA will repay the State all previously paid Federal Funds, as determined by the State, and any costs or expenses the State has incurred for the project, including but not limited to, any costs reimbursed for the time and expenses of the RC.

7. Ensure that the project plans and specifications are sealed, signed and dated by a professional licensed engineer in the State of Nebraska, and that estimates have been prepared and the construction has been observed by a professional engineer licensed in the State of Nebraska or a person under direct supervision of a professional engineer licensed in the State of Nebraska (reference Neb. Rev. Stat. § 81-3445).

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

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

A. The Applicable Legal and Contract Requirements.

1. **Title 23 U.S.C., 23 CFR, and 49 CFR** - Title 23, Chapter I, of the United States Code contains most of the federal laws governing this Federal-aid transportation project. Title 23 of the Code of Federal Regulations is a codification of the rules and regulations including provisions governing Federal-aid highway projects administered by the Federal Highway Administration, Department of Transportation. Title 49 of the Code of Federal Regulations, Parts 1-99, also includes regulations applicable to LPA's Federal-aid highway project. The Federal-aid highway program provisions of 49 CFR are found primarily in Parts 18, 19, 24, 26-29, 32, 37 and 38.
 2. **LPA Guidelines Manual** - LPA also agrees to develop its project in strict compliance with the provisions of the LPA Guidelines Manual for Federal Aid Projects (The Manual), which is incorporated herein by this reference. The Manual is a document drafted in part, and formally approved, by the FHWA as a document setting out requirements for LPA projects funded with Federal-aid funds. A current version of The Manual can be found in its entirety at the following internet address: <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>. In the event the LPA believes that The Manual doesn't clearly address a particular aspect of the project work, the LPA shall seek guidance or clarification from the State's Local Project Division Section Engineer or Project Coordinator.
- B. Work Stage Pre-approval** - There are certain stages of development of this project that will require federal approval before work on that stage may begin, unless it is a stage for which federal-aid reimbursement will not be requested. The following is a non-exclusive list of the most common federal-aid stages of a project:

- Preliminary design services

- NEPA services
- Final design services
- LPA RC services
- Right-of-Way acquisition
- Utilities
- Construction
- Construction Engineering

Prior to beginning any work or incurring any expenses on a new project stage for which reimbursement will be sought, LPA shall confirm 1) FHWA's authorization of funds for that stage, and 2) receipt of a notice-to-proceed from NDOR for that stage.

- C. **Federal Oversight.** If the project has been designated as full federal oversight, then additional federal oversight and approvals will be required. It is the responsibility of the LPA to understand the additional requirements and ensure that the State and FHWA are provided timely notice for additional oversight and approvals.
- D. **Loss of Funding.** In order for the LPA to receive Federal Funds for any part of this project, the LPA shall perform the services for all stages of work, including, but not limited to preliminary and final design, environmental studies, acquisition of Right-of-Way, construction, and construction engineering, according to Federal procedures and requirements. Although Federal Funds may be allocated to the project, all stages or certain stages of work may become ineligible for Federal Funds if Federal procedures and requirements are not met. The LPA understands and agrees that the LPA, its RC, agents, and Contractor have the sole duty of proper development of plans and construction of the project, in accordance with the approved plans, and that failure to properly prosecute and construct the project in accordance with the approved plans may result in the loss of federal funding.

SECTION 6. SUSPENSION OR TERMINATION

A. Suspension.

The State, in its sole discretion, reserves the right to suspend LPA's project when the State determines that there are issues related to project performance, responsiveness, quality or eligibility that must be corrected by LPA. Suspension of the project may include, but is not limited to, the State declaring LPA's continued work on the project ineligible for reimbursement and State discontinuing assistance with and review of LPA's work on the project. The State shall provide LPA with notice of the suspension including (1) a description of the reason(s) for

the suspension, (2) a timeframe for LPA to correct the deficiencies, and (3) a description of the actions that must be taken for the State to revoke the suspension.

A suspension may also be imposed by the State for any of the reasons listed in the Termination subsection below, or for any significant change in the scope of the project that has not been previously approved by the State or FHWA.

Failure to correct the deficiencies identified in a suspension will be grounds for the loss of eligibility for federal funding for the project and for termination of this agreement.

B. Termination.

This agreement may be terminated as follows:

1. The State and the LPA, by mutual written agreement, may terminate the agreement at any time.
2. The State may terminate this agreement for the following reasons:
 - (a) A decrease or shift in available federal-aid funding that will, in the sole discretion of the State, make it unlikely or impossible for this project to be prioritized to receive federal-aid funding.
 - (b) When LPA's project has not been properly advanced as evidenced by the occurrence of any of the following events:
 - (i) LPA has not sought reimbursement from State for any RC or other eligible project costs for a period of one year.
 - (ii) LPA has not advanced the project to Right-of-Way acquisition or construction within the time periods set out in 23 USC Section 102(b) and 23 CFR Part 630.112(c)(2) (10 years), and 23 USC Section 108 (a)(2) and 23 CFR Part 630.112(c)(2) (20 years). (See also the FHWA Federal-Aid Policy Order number 5020.1, dated April 26, 2011.)
 - (iii) LPA's designated RC has not met all RC qualification requirements for the project by the time specified by the State.
 - (iv) LPA has failed to replace the RC with an RC approved by the State within 30 days during the design stage or 10 days during the project letting or construction stages, from when the RC leaves, or is removed from the project for any reason.
 - (v) LPA either (1) informs the State that it is unwilling to use condemnation to acquire any of the property interests needed to construct the project, or (2) fails to complete the Right-of-Way acquisition process within the time

necessary to allow the project to have construction funds authorized within the year planned for Federal funding obligation for construction.

- (vi) LPA has failed to cause the project to be ready for the targeted letting date by obtaining construction funds authorization within the programmed year of the STIP.
 - (vii) LPA has not included the project or project phases within the LPA's one or six year plans or, when applicable, within the LPA's Transportation Improvement Program (TIP), in the correct fiscal year.
 - (c) LPA's failure to meet the requirements for Federal-aid local projects found in federal, state, or local law or policy, or the requirements of the LPA Guidelines Manual.
 - (d) A notice or declaration of FHWA or the State that any part of the project is or has become ineligible for federal funding.
 - (e) LPA's failure to sign any State drafted or approved project agreement including supplemental agreements.
 - (f) LPA's failure to pay in full the local share specified in any agreement within 30 days after receipt of an invoice from the State.
 - (g) LPA's breach of a provision of this agreement.
 - (h) LPA's failure to cause the project to be constructed according to the approved project plans and specifications.
3. The LPA may terminate the agreement upon sixty (60) days written notice of termination to the State, subject to the LPA meeting the conditions of paragraph 5 below.
4. Prior to the State terminating this agreement, the State shall provide written notice to the LPA of the basis for termination and, when applicable, provide the LPA sixty (60) days to properly resolve all issues identified by the State.
5. Whenever the project is terminated for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed under 5.(a). Further, the LPA will thereafter be solely responsible for all costs associated with LPA's project.

SECTION 7. OMB CIRCULAR A-133 AUDIT

The funding for the project under this agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing

regulations contained in OBM Circular A-133, the A-133 Audit is required if the non-federal entity expends \$500,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

The LPA shall have its finance officer or auditor; review the situation to determine what the LPA must do to comply with this federal mandate. Any Federal Funds for LPA projects paid directly to contractors and Consultants by the State, on behalf of the LPA, will be reported on the State's schedule of expenditures of federal awards (SEFA) and need not be reported by LPA (as per FHWA's February 16, 2012 letter and State's February 24, 2012 letter). If an A-133 audit is necessary, the expenditures related to the Federal Funds expended under this project should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

If necessary, the Federal award information needed for the SEFA includes:

Federal Grantor: U.S. Department of Transportation – Federal Highway Administration

Pass-Through Grantor: Nebraska Department of Transportation

Program Title: Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: MAPA-5061(7)

If an A-133 Audit is submitted by the LPA, the LPA shall provide a copy of the audit report to the Nebraska Department of Transportation, Highway Audits Manager, P.O. Box 94759, Lincoln, NE 68509-4759.

SECTION 8. FINANCIAL RESPONSIBILITY

A. TOTAL PROJECT COSTS AND FUNDING COMMITMENTS

The total cost of the project is currently estimated to be \$3,261,050.00 as set out in the table below:

ESTIMATED PROJECT FUNDING						
	FFY of TIP/STIP	Federal	Local Match	Nonparticipating	Other	Total
7. PE Phase						
a. PE				\$40,000.00		\$40,000.00
b. NEPA				\$15,000.00		\$15,000.00
c. Final Design	2017					
d. RC						
e. NDOR				\$10,000.00		\$10,000.00
PE Subtotal				\$65,000.00		\$65,000.00
8. ROW	2017					
9. Utilities	2017					
10. Construction	2018	\$2,221,600.00	\$555,400.00			\$2,777,000.00
11. CE Phase						
a. CE				\$333,240.00		\$333,240.00
b. RC				\$55,540.00		\$55,540.00
c. NDOR				\$30,270.00		\$30,270.00
CE Total				\$419,050.00		\$419,050.00
12. TOTAL		\$2,221,600.00	\$555,400.00	\$484,050.00		\$3,261,050.00

The parties agree that the LPA will be responsible for 100% of the project costs, which is currently estimated at \$3,261,050.00. At the time the LPA request the AC conversion the LPA will be reimbursed up to 80% of participating and edible costs.

Both the LPA and State recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated for some of the phases set out above, the LPA must seek and obtain from the State additional Federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State's approval of such estimate,
- Receiving notification from the State that additional Federal Funds have been obligated,
- Receipt of a notice to proceed from the State to incur costs, if applicable

B. LPA RESPONSIBILITY

The LPA understands that payment for the costs of this project, whether they be services, engineering, Right-of-Way, utilities, material or otherwise, are the sole responsibility of the LPA when Federal participation is not allowable or available or if the project is subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government

refuses to participate in the project or any portion of the project the LPA is responsible for full project payment with no cost or expense to the State in the project or in the ineligible portion of the project. Should the project be abandoned before completion, the LPA shall pay or repay the State for all costs incurred by the State prior to such abandonment.

C. REIMBURSEMENT OF COSTS INCURRED BY THE LPA

LPA incurred project costs of the five (5) types listed in this section may be eligible for reimbursement from Federal-aid funds for this project if:

- The LPA submits a detailed cost estimate, when applicable, and the State approves such estimate,
- The State has obtained Federal Funds obligation,
- The State issues notice to proceed to the LPA to incur costs. Work performed on the project prior to receipt of the Notice-to-Proceed is ineligible for Federal-aid reimbursement, and
- The LPA submits invoices no more frequently than monthly and in accordance with this agreement and the LPA Reimbursement Procedures located at:
<http://www.roads.ne.gov/gov-aff/lpa-guide-man.html#forms4>. The LPA is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. The State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. The State will reimburse the LPA for the Federal share of the eligible actual costs. The LPA shall retain detailed cost records supporting all invoices, and shall submit those records to the State upon request.

The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by the LPA are allowable under this agreement, including any Professional Services agreements.

1. LPA Project oversight costs

Project oversight costs include: direct costs, such as compensation of LPA employees for their time devoted and related directly to the performance of the project phase for which the federal-aid was approved; cost of materials consumed as part of the project; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual for Federal Aid Projects. If the LPA wishes to be reimbursed for these costs, the State will request an initial Federal funding obligation of \$5,000 for this purpose, so that the LPA may commence work immediately following receipt of a notice to proceed from the State prior to performing any work which would result in exceeding the initial \$5,000 Federal funding authorization.

If additional reimbursement is desired by the LPA, the LPA must submit a detailed cost estimate for approval by the State. If approved, the State will request an adjustment to the Federal funding obligation.

2. LPA provided professional services

Professional services provided by the LPA, such as preliminary engineering and construction engineering, require execution of a Professional Services Agreement to identify the services to be provided by the LPA and associated costs. **Any Professional Services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

3. Non-betterment Utility Relocation Costs

Certain utility relocation costs incurred by the LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require the LPA to execute a Utility Agreement with the applicable utility using the State's template agreement, which shall identify the services to be provided by the utility and associated costs. **Any utility work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

4. Right-of-Way

Certain right-of-way costs incurred by the LPA may be eligible for reimbursement from Federal-aid funds. Eligible ROW expenses include, but are not limited to, appraisal fees, title research fees, ROW Consultant fees, tract acquisition costs, reasonable relocation assistance costs, condemnation awards and Board of Appraisers' fees. Additional expenses for condemnation proceedings or District Court Trials may be reimbursed to the LPA on a case-by-case basis.

If the LPA uses ROW service providers, the LPA shall execute an Agreement using the State's template agreement, which shall include a detailed scope of services and associated costs. **Any right-of-way costs incurred prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

5. Railroad

Certain railroad costs incurred by the LPA may be eligible for reimbursement from Federal-aid funds. Reimbursement of these costs require the LPA to execute a Railroad Agreement with the applicable railroad using the State's template agreement, which shall identify the services to be provided by the railroad and associated costs. **Any railroad work performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

D. PAYMENT OF CONSULTANT PROFESSIONAL SERVICES BY THE STATE

When the LPA uses Consultant professional services for this project, the costs of these services may be eligible for payment from Federal-aid funds. For the State to pay for these professional services, the LPA must execute an agreement with the service provider using the State's template agreement. Such agreement shall include a detailed scope of services and fee proposal. The State shall pay the Consultant directly, with Federal and local funds, for any eligible costs. Any non-participating costs, or costs determined to be ineligible, shall be the sole responsibility of the LPA and LPA shall reimburse the State for any such costs paid to the Consultant. **Any professional services performed prior to Federal authorization and receipt of a Notice to Proceed will not be eligible for Federal-aid.**

E. PAYMENT OF CONSTRUCTION COSTS BY THE STATE

All project contractor construction costs will be paid directly to the contractor by the State, on behalf of the LPA. Progress invoices and final invoices shall be prepared by the RC or Consultant using **Trans*Port SiteManager Software**. All progress estimates and final estimates must be approved by the RC prior to submittal to the State Representative for funding approval and processing of payments.

F. STATE INCURRED COSTS

The expense incurred by State employees to perform tasks related to the development and construction of this project may be part of the cost of the project. The LPA shall be responsible for such costs as charged by State employees; however, these costs are eligible for Federal-aid participation up to the maximum amounts outlined below.

The maximum amount for which Federal Funds will participate in State incurred costs are:

1. PE Phase (including ROW Design activities)

Upon execution of this agreement, the State may obligate up to a maximum of \$10,000, allocated in accordance with the table above, for State incurred PE Phase services.

2. Construction Phase

The State will request an obligation of Federal Funds equal to 1% of the estimated construction costs or \$5,000, whichever is greater, allocated in accordance with the table above, for Construction Phase services. The State will request an additional obligation of Federal Funds of \$2,500 for internal audit costs incurred by the State.

LPA shall be solely responsible for any State incurred costs 1) exceeding the Federal share of the obligated funds, 2) not eligible for reimbursement for any reason, or 3) for which an obligation is not obtained.

G. LPA PROJECT BUDGET AND INVOICING BY THE STATE

The LPA will earmark and place in its fiscal budget an amount sufficient to fund LPA's project commitments as shown in subsection A. above.

At times determined by the State, and after execution of this agreement, the State will invoice the LPA for some or LPA's entire share of the State incurred preliminary engineering project costs. After execution of a professional consultant services agreement for this project, the State will invoice the LPA their share of the total agreement amount.

Upon award of the construction contract, the State will invoice the LPA their share of the construction contract plus contingencies and construction engineering (includes \$2,500 audit costs), and any unbilled preliminary engineering expenses, unless other arrangement have been agreed upon by the Parties. The LPA shall pay the State within 30 calendar days of receipt of invoice from the State.

H. AUDIT AND FINAL COST SETTLEMENT

Final reimbursement requests must be made within 60 days after the LPA has filed a completed State DR Form 299 with the State. Any invoices submitted after the 60 calendar days will be ineligible for reimbursement.

The final settlement between the State and the LPA will be made after final funding review and approval by the State and after an audit, if deemed necessary, has been performed to determine eligible actual costs. Refer to the SECTION 19. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT of this agreement for additional information.

I. PROJECT WITHDRAWAL

If the LPA withdraws the project for any reason, LPA shall (a) repay State all Federal-aid funds that have been expended for the project and (b) pay State for all of State's costs associated with the project that have not been reimbursed.

SECTION 9. SCHEDULE

In order to retain federal funding for this project, the LPA shall cause the project to move promptly through all project stages to meet the targeted letting date. LPA shall coordinate with the State concerning the progress of the project and notify State of any issues that will affect the project schedule. Failure of LPA to properly advance the project or meet project deadlines may result in suspension or termination and loss of federal funding for this project. See SECTION 6. SUSPENSION OR TERMINATION.

SECTION 10. PROCUREMENT OF PROFESSIONAL SERVICES

A. ENGINEERING SERVICES

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

B. RIGHT-OF-WAY SERVICES

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

SECTION 11. COORDINATING PROFESSIONAL

As required by Neb. Rev. Stat. § 81-3437, if LPA's project involves more than one licensed professional engineer or architect, the LPA shall designate a Coordinating Professional

for this project and notify the State in writing of such designation prior to commencement of professional services. The Coordinating Professional shall apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional shall verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. "Coordinating Professional" shall have the meaning set out in §81-3408 of the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat. § 81-3401 et. seq.) The Coordinating Professional shall also comply with the provisions of the Act, including Neb. Rev. Stat. § 81-3437(3)(g), and the implementing Rules and Regulations, Title 110, NAC section 6.3, and when applicable, shall complete the duties of design coordination set out in Neb. Rev. Stat. § 81-3421. LPA's failure to provide written notice to the State under this section may result in the costs of previous professional services being declared ineligible for reimbursement or other sanctions allowed by law or both.

SECTION 12. DEVELOPMENT OF THE PROJECT

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

SECTION 13. ENVIRONMENTAL RESPONSIBILITY

A. NEPA

The LPA must comply with the National Environmental Policy Act (NEPA) and all applicable federal, state and local environmental requirements because this project is federally funded. Therefore, prior to letting the project, the LPA shall be responsible for (1) completing all environmental reviews, (2) obtaining permits and approvals. Additionally, the LPA shall be responsible for meeting all environmental commitments during and after the construction of the project.

Prior to appraising property, acquiring right-of-way, or final design for the project, the LPA shall receive approval by the State and the FHWA of one of the following: (1) Categorical Exclusion, (2) Environmental Assessment - Finding of No Significant Impact, (3) Environmental Impact Statement - Record of Decision.

Public involvement must be held in accordance with the State's "Pursuing Solutions Through Public Involvement" located at:

<http://www.transportation.nebraska.gov/docs/public-involvement.pdf>. When the NEPA process requires public involvement, the LPA shall conduct necessary location or design hearings or combined location and design public hearings. The State Local Projects, Project Coordinator is available to assist the LPA in determining what public involvement efforts are required based upon NEPA and public sensitivities.

B. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PROGRAM

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

SECTION 14. DESIGN

A. PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATES

The LPA will develop project plans, specifications, and estimates sufficient for a bid letting. This work may be accomplished by the LPA or a Consultant selected by the LPA following the process set out in SECTION 10. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using the States' standard template agreement. Any work performed prior to execution of said agreement, Federal authorization of funding, and receipt of a Notice to Proceed will not be eligible for Federal-aid. All plans, specifications, and estimates must be submitted to the State for review and comment for federal funding eligibility.

B. PROFESSIONAL PERFORMANCE

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

SECTION 15. RIGHT-OF-WAY

A. OVERVIEW

Governing Documents

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

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

Right-of-Way Costs

Any eligible actual Right-of-Way costs incurred by the LPA shall be billed to the State for reimbursement in accordance with the TOTAL PROJECT COSTS, REIMBURSEMENT AND INVOICING section in this agreement.

B. RIGHT-OF-WAY ENCROACHMENTS

The LPA, at no cost to the project, shall clear the entire existing Right-of-Way of this project of any private or non-LPA uses or occupancy of the area above, below, or on the existing Right-of-Way. Also, the LPA agrees to keep the old and new Right-of-Way free of future encroachments, except those specifically authorized by permit.

The LPA must have all encroachments cleared from the Right-of-Way before requesting a Right-of-Way Certificate and must attest to said clearance.

C. LAND CORNERS

The LPA shall locate and reference or have located and referenced all section corners, quarter section corners and subdivision lot corners required for construction of the proposed project in accordance with Section 39-1708 et. seq., R.R.S. 1943 as amended.

D. SPECIAL ASSESSMENTS

Prior to initiating a special assessment on a federal aid project, the LPA shall notify the NDOR LPS-PC of their proposed assessment. If a special assessment is levied as part of a Federal-aid project, it shall be conducted as described in this section.

The LPA is required to provide the four points of documentation to the LPS-PC. They are also required to follow all the terms of the Uniform Act in the acquisition of Right-of-Way for a Federal-aid project.

Revised NDOR Right-of-Way Manual language:

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

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

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

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

SECTION 16. UTILITIES

Utility rehabilitations or installations made within the Right-of-Way on this project after execution of this agreement must be in accordance with the provisions of Federal-aid Highway Policy Guide, 23 CFR 645A, “Utility Relocations, Adjustments and Reimbursement”, and Federal-Aid Policy Guide, 23 CFR 645B, “Accommodation of Utilities” issued by the U.S. Department of Transportation, Federal Highway Administration, and the State’s “Policy for Accommodating Utilities on State Highway Right-of-Way.” In order to receive Federal-aid for this improvement, the LPA shall follow the current “Policy for Accommodating Utilities on State Highway Right-of-Way” and the LPA manual. In order for the utility work to be eligible for

Federal-aid, a utility agreement between the LPA and the Utility will need to be executed by both parties and approved by the State. A Notice to Proceed given by the State to the LPA must be obtained prior to beginning the utility rehabilitation or utility installation work. The State's standard utility agreement (State Template AGR167) must be used; a copy of this agreement can be obtained from the LPS Project Coordinator.

Local project work within a State Highway right-of-way requires an approval and a form of a letter of authorization or a permit from the State. The LPA shall contact the State's District Engineer or Permits Officer to determine if a permit or permits are needed for the project and to make application for any needed permits to the LPS Coordinator.

All nonbetterment municipally owned and operated utility rehabilitation costs within the corporate limits of the LPA will become a project cost. Outside the corporate limits, the nonbetterment portion of utility rehabilitation costs will become a project cost for facilities occupying private property.

Further, there will be no Federal reimbursement for private or nonmunicipally owned and operated utilities if they are located on public Right-of-Way, however, nonbetterment costs of privately owned and operated utilities that serve a public interest will be reimbursed if they exist on private property and it is necessary to rehabilitate the utilities due to this project. All such reimbursements will be based on items and estimates submitted by the utility and approved by the LPA and the State. Should this project necessitate the nonbetterment rehabilitation of any municipally and/or privately owned and operated utilities, the parties hereto agree to enter into a separate agreement (State Template AGR167) to provide for the preliminary engineering, construction and construction engineering of the nonbetterment utilities and the reimbursement to the City by the State for the costs of the rehabilitation of municipally and/or privately owned and operated utilities. Said agreement shall be entered into and approved prior to utility work beginning.

SECTION 17. RAILROAD

This section has intentionally been left blank in this contract. LITY in this agreement.

SECTION 18. CONSTRUCTION

A. PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

The LPA is solely responsible for the accuracy and completeness of the PS&E package for LPA's project. Approximately five months prior to the targeted letting date, the LPA shall submit a complete final plans package (including, but not limited to the following documents; 100 percent plans, specifications, engineers' estimate, status of utilities, status of environmental commitments, environmental permits, right-of-way certificate) to the State's Local Projects Division Project Coordinator for review. The PS&E package will be reviewed by the State. The LPA shall promptly make, or cause to be made, any necessary or requested changes and provide all required certifications, in order for the PS&E package to be ready for advertisement to meet the targeted date of the bid letting.

B. BID LETTING

The State, on behalf of the LPA, will provide the State's standard notice to bidders and will conduct a bid letting for LPA's federal-aid project following the State's bid letting and award procedures. The State will recommend, for LPA's review and approval, the apparent low bidder for the project, except when the State rejects all bids. The LPA must provide a resolution concurring with the selection of the low bidder before the State issues the contract for execution. LPA shall sign the construction contract with the selected contractor and will issue all applicable purchasing agent appointments and tax exempt certificates for this project.

C. CONSTRUCTION AND CONSTRUCTION ENGINEERING

The LPA agrees to cause the project to be constructed in compliance with the approved PS&E package, State approved change orders, and applicable rules, regulations and statutes. The construction of this project will require a) the services of the RC as LPA's representative, b) construction oversight by a licensed professional engineer (see Neb. Rev. Stat. § 81-3445), and c) a State Representative from the District whose review of the project's construction will relate solely to the eligibility of the project for federal funding.

Trans*Port SiteManager shall be used as the construction record-keeping system for construction and construction engineering services for this project. The RC and construction Consultants must complete the State's training in the use of Trans*Port SiteManager software.

The LPA will be solely responsible for all construction engineering on this project. The construction engineering is an eligible project expense and includes, but is not limited to; construction management, staking, inspection and field testing. This work may be accomplished by the LPA, or a Consultant selected by the LPA, following the process set out in

SECTION 10. PROCUREMENT OF PROFESSIONAL SERVICES. The scope of services and associated costs will be set out in a Professional Services Agreement using the State's standard template agreement. Construction engineering services will not be eligible for Federal funding if performed prior to: 1) execution of said agreement, 2) Federal authorization of funding, and 3) receipt of a written Notice to Proceed.

SECTION 19. PROJECT COMPLETION, ACCEPTANCE, AUDIT, AND FINAL SETTLEMENT

A. TENTATIVE FINAL ACCEPTANCE

Consultant or LPA providing the construction engineering shall notify the RC in writing when all contract work is complete and ready for inspection. RC shall, within one week, inspect the work for conformance with the construction contract. Within one week of acceptance of the work by the LPA, the LPA shall issue a Tentative Final Acceptance letter to the Contractor, with a copy to the State, advising them that all contract work has been tentatively accepted.

B. DR FORM 91 – NOTIFICATION OF CONTRACT COMPLETION

Upon receipt by the State of the LPA's Tentative Final Acceptance letter to the Contractor, the State's District Engineer will prepare and distribute a DR Form 91. Consultant or LPA providing construction engineering services may only incur expenses for up to 45 days following the construction completion date cited on the DR Form 91 or the Tentative Final Acceptance letter.

C. DR Form 299 – Project Construction Conformity Certification

When the project final records are ready to be submitted to the State for approval, LPA and, when applicable, LPA's Consultant shall certify project construction conformity by signing the DR Form 299. The LPA shall submit the DR Form 299, one set of As-Built Plans (per the Nebraska Department of Roads Construction Manual) and all final records to the State Representative.

The State Representative assigned to the project will then conduct a final review of the project and determine whether the project meets federal program requirements. If the State Representative determines the project meets federal requirements, the State Representative will submit the DR Form 299, the final records, and one set of As-Built Plans to the State Construction Division – Final Review Section. If the State Representative determines the project does not meet federal program requirements, the State Representative will notify the LPA's RC in writing of what must be done to bring the project into compliance.

The State Construction Division – Final Review Section will review and approve the finals package, and when approved, will sign the DR Form 299 and distribute it to the NDOR

Controller Division, to provide notification of project closeout and to request final payment to the Contractor.

D. Audit and Final Settlement with LPA

If deemed necessary, an audit will be performed by the State to determine whether the actual costs incurred on the project are eligible for reimbursement with Federal Funds. The amount of the final settlement between the State and the LPA will be the LPA's share of the total eligible project costs, plus all ineligible project costs, less the total local funds previously paid to the State by the LPA.

If the LPA's calculated share is more than the amount of local funds previously paid to the State, the State will bill the LPA for the difference. The LPA agrees to pay the amount due the State within thirty (30) days of receipt of invoice.

If the LPA's calculated share is less than the amount of local funds previously paid to the State, the State will reimburse the LPA for the difference.

SECTION 20. CHANGES TO LPA ROUTES (710-403?)

The project facility must be used by the LPA for the purposes for which this project was developed. LPA shall submit to the State, for review and approval, any proposed changes to the LPA routes which affect the function or operation of the project facility either during construction or after the project is completed. Requests for changes during project construction must be made to the State Representative who will then forward it to the Local Projects Division Project Coordinator for final approval.

SECTION 21. MAINTENANCE AND ENVIRONMENTAL COMMITMENTS

Upon project completion, the LPA shall maintain the constructed improvements and continue to meet environmental commitments at its own expense, and agrees to make provisions each year for such costs. The LPA will release and hold harmless the State and FHWA from any suits brought against the State arising out of the LPA's construction, operation, and maintenance of or related to the project.

SECTION 22. INDEMNITY

The LPA agrees to hold harmless, indemnify, and defend the State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that the State and/or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of LPA's project and the terms of this agreement.

SECTION 23. TRAFFIC CONTROL

The LPA shall be responsible for all traffic control along the project, and on project related detours, before, during and after construction. Traffic control must conform to the current adopted Manual on Uniform Traffic Control Devices. By requesting financial settlement of the project the LPA certifies that all traffic control devices on the finished project have been properly completed or installed.

SECTION 24. CONFLICT OF INTEREST LAWS

The LPA shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for the project to remain fully eligible for State or Federal funding. LPA should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on the State website at the following location:

<http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

The LPA must also complete and sign the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**, for each project. This form is located on the State website at the following location: <http://www.roads.ne.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

Consultants and Subconsultants providing services for LPA's, or submitting proposals for services, shall submit a Conflict of Interest Disclosure Form for Consultants. Consultants and Subconsultants shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with Consultant or Subconsultant having a real or potential conflict of interest on an LPA federal-aid transportation project.

SECTION 25. DRUG FREE WORKPLACE

The LPA shall have an acceptable and current drug-free workplace policy on file with the State.

SECTION 26. RECORDS RESPONSIBILITY

The LPA shall maintain all correspondence, files, books, documents, papers, field notes, quantity tickets, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during the contract period and for at least three years from the date of final cost settlement under this agreement; such records must be available for inspection by the State and the FHWA or any authorized representatives

of the Federal government, and the LPA shall furnish copies to those mentioned in this section when requested to do so.

SECTION 27. FAIR EMPLOYMENT PRACTICES

If the LPA performs any part of the work on this project itself, the LPA shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. §§ 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 30. TITLE VI NONDISCRIMINATION CLAUSES of this agreement. The reference to "Contractor" in this section also means the "LPA".

SECTION 28. DISABILITIES ACT

The LPA agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this agreement by reference.

SECTION 29. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

The LPA agrees to comply with the requirements of Neb. Rev. Stat. §§ 4-108 to 4-114 with its Federal-aid project, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 30. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. Policy

The LPA shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 are hereby made a part of and incorporated by this reference into this agreement.

B. Disadvantaged Business Enterprises (DBEs) Obligation

The LPA and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, the LPA shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum

opportunity to compete for and perform contracts. The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of FHWA assisted contracts.

The LPA, acting as a sub-recipient of Federal-aid funds on this project shall adopt the disadvantaged business enterprise program of the State for the Federal-aid contracts the LPA enters into on this project.

Failure of the LPA to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the State or such remedy as the State deems appropriate.

SECTION 31. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this agreement, the LPA, for itself, its assignees and successors in interest agrees as follows:

- (1) Compliance with Regulations: The LPA shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: The LPA, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.
- (4) Information and Reports: The LPA shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with

such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the LPA shall so certify to the State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to,
- (a) Withholding of payments to the LPA under this agreement until the LPA complies, and/or
 - (b) Cancellation, termination or suspension of this agreement, in whole or in part.
- (6) Incorporation of Provisions: The LPA shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The LPA shall take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the State to enter into such litigation to protect the interests of the State, and in addition, the LPA may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 32. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

MAJOR STREET RESURFACING MAPA 2018																
NO.	ONE- & SIX-YEAR PLAN NO.	STREET SEGMENT	FROM	TO	SURFACE TYPE	LENGTH	WIDTH	LANE MILES	ROW	NATIONAL FUNCTIONAL CLASSIFICATION	LATITUDE	LONGITUDE	SECTION, TOWNSHIP, AND RANGE	CURRENT ADT	PROJECTED 20-YR ADT	% OF TRUCKS
						FEET	FEET		FEET		DD MM SS	DD MM SS				
1	M146(17B)	CHANDLER ROAD	36TH STREET	MOSE AVENUE	ASPHALT	4685	25	1.77	66	MINOR ARTERIAL	41° 11' 01.05" N	95° 57' 30.90" W	Sec 16 T14N R13E			
2	M146(181B)	36TH STREET	CORNHUSKER ROAD	CHANDLER ROAD	ASPHALT	7293	25	2.76	66	MINOR ARTERIAL	41° 10' 25.36" N	95° 58' 02.12" W	Sec 21 T14N R13E			
3	M146(191C)	HARVELL DRIVE	BIRCHCREST ROAD	FRANKLIN STREET	ASPHALT/ CONCRETE	6440	VARIES	2.89	VARIES	OTHER PRINCIPAL ARTERIAL	41° 08' 53.23" N	95° 54' 09.01" W	Sec 25 T14N R13E			
4	M146(200B)	LINCOLN ROAD	W 16TH AVENUE	HARVELL DRIVE	CONCRETE	2661	42	1.04	66	MINOR ARTERIAL	41° 08' 51.06" N	95° 54' 26.77" W	Sec 36 T14N R13E			
5	M146(201B)	LINCOLN ROAD	HARVELL DRIVE	BELLEVUE BLVD N	ASPHALT/ CONCRETE	3149	VARIES	1.25	66	MINOR ARTERIAL	41° 09' 20.60" N	95° 54' 32.50" W	Sec 25 T14N R13E			
6	M146(203B)	CORNHUSKER ROAD	25TH STREET	FORT CROOK ROAD	CONCRETE	5935	66	5.32	VARIES	OTHER PRINCIPAL ARTERIAL	41° 09' 31.36" N	95° 56' 12.04" W	Sec 27 T14N R13E			
7	M146(204)	CEDAR ISLAND ROAD	MEISINGER ROAD	CHILDS ROAD	ASPHALT	5677	24	2.15	66	MAJOR COLLECTOR	41° 10' 07.25" N	95° 57' 10.61" W	Sec 21 T14N R13E			

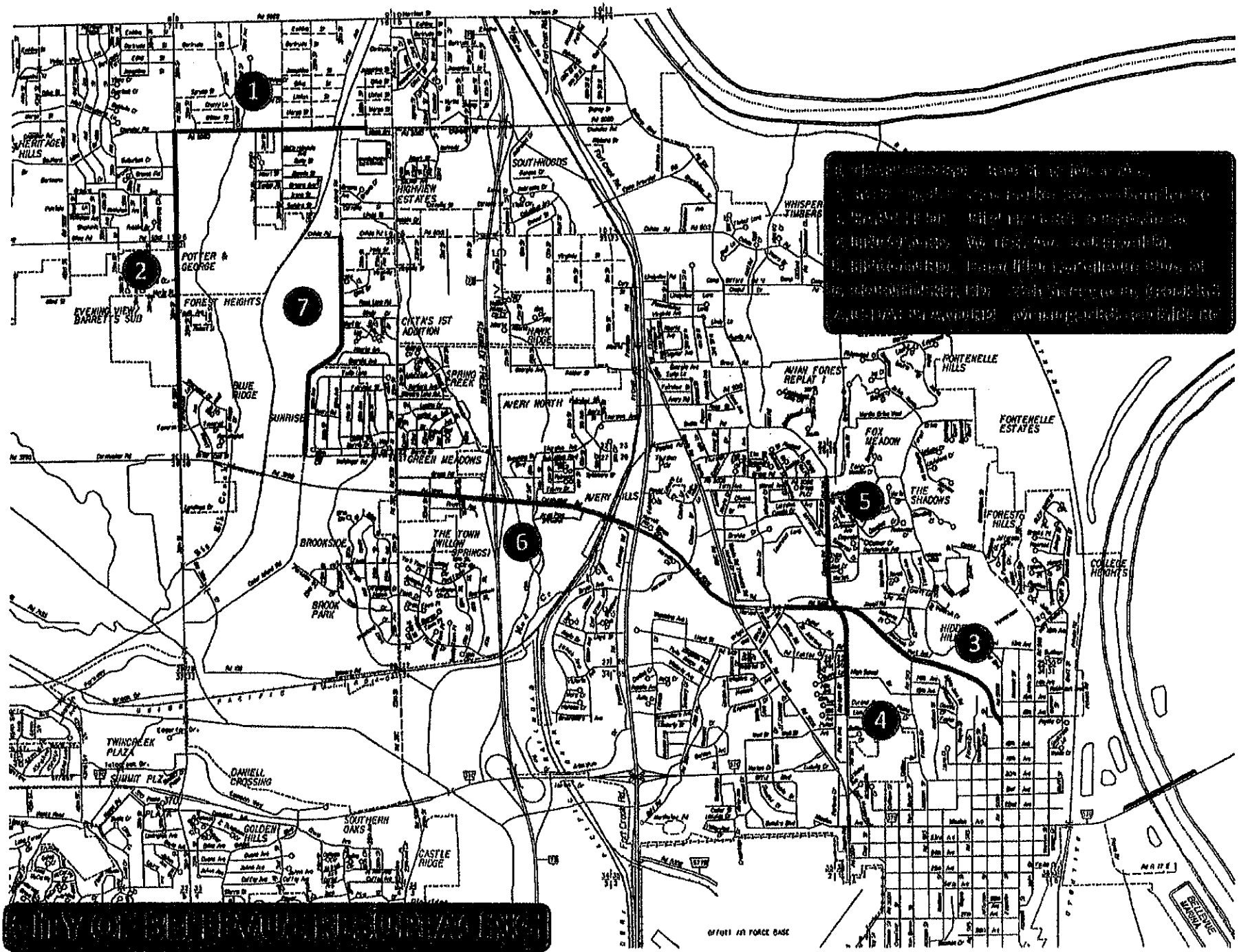


EXHIBIT "A"

CITY OF BIRMINGHAM, ALABAMA

OFFICE OF THE CITY CLERK

RESOLUTION
SIGNING OF THE PROJECT PROGRAM AGREEMENT

City of Bellevue

Resolution No. 2017-15

Whereas: City of Bellevue is proposing a transportation project for which it would like to obtain Federal funds;

Whereas: City of Bellevue understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: City of Bellevue and Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Bellevue that:

Rita Sanders, Mayor of the City of Bellevue, is hereby authorized to sign the attached Project Program Agreement between the City of Bellevue and the NDOT.

City of Bellevue is committed to providing local funds for the project as required by the Project Program Agreement.

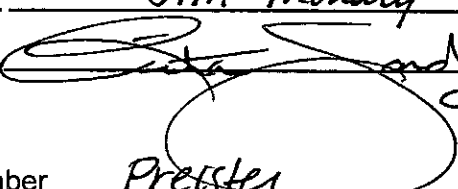
NDOR Project Number: MAPA-5061(7)

NDOR Control Number: 22736

NDOR Project Name: Bellevue Major Street Resurfacing

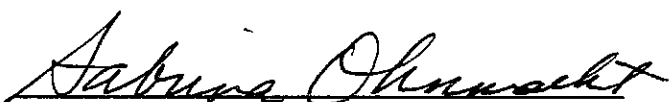
Adopted this 28th day of August, 2017 at Bellevue Nebraska.
(Month) (Year)

The City Council of the City of Bellevue

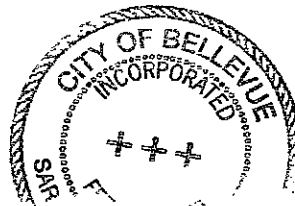
<u>John Hansen</u>	<u>Donald Preister</u>
<u>Paul Cook</u>	<u>Thomas Burns</u>
<u>Pat Shannon</u>	<u>Jim Moudry</u>
	<u> Mayor</u>

Board/Council Member Preister
Moved the adoption of said resolution
Member Burns Seconded the Motion
Roll Call: 5 Yes 0 No 0 Abstained 1 Absent
Resolution adopted, signed and billed as adopted

Attest:



Signature City Clerk



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a
6.25.18

COUNCIL MEETING DATE:	6/25/2018	AGENDA ITEM TYPE:	
		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 (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Amendment No. One to Agreement for Engineering Services

SYNOPSIS:

Request approval of Amendment No. One to Agreement for Engineering Services between the City of Bellevue and HDR Engineering, Inc. for the Quail Creek Basin Project.

FISCAL IMPACT:

\$46,785

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-20-7000

RECOMMENDATION:

Request approval of Amendment No. One to Agreement for Engineering Services and authorize the Mayor to sign the Agreement between the City of Bellevue and HDR Engineering, Inc. not to exceed \$46,785.

BACKGROUND:

The purpose of this project is to develop a master plan for the sanitary sewer collection system to identify issues within the existing system and to evaluate the capacity of the system for future developments and the immediate options for the Factor Pointe ~~Factor~~ ^{Falcon} Subdivision. The City entered into an Agreement with HDR on March 26, 2018 for engineering services. The amendment will allow HDR to perform services beyond the previous Scope of Work. An amended Scope of Work is outlined in Exhibit A.

ATTACHMENTS:

- 1 Amendment No. One to Agreement
- 2
- 3

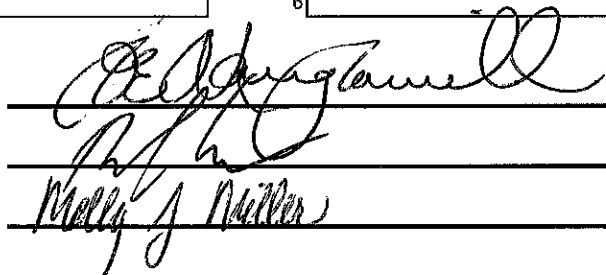
- 4
- 5
- 6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



AMENDMENT NO. ONE TO AGREEMENT
FOR
ENGINEERING SERVICES
QUAIL CREEK SANITARY SEWER HYDRAULIC MODEL

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on March 26, 2018 to perform engineering services for the City of Bellevue, Nebraska ("OWNER") for the Quail Creek Basin;

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

Section I Scope of Services shall be amended to include to develop a hydraulic model of the sanitary sewer collection system for the Quail Creek Basin as detailed in the attached Exhibit A.

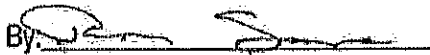
Section IV Period of service shall be amended as detailed in the attached Exhibit A.

Section V Compensation shall be amended to increase the not to exceed amount by \$46,785 to \$56,785.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")

City of Bellevue, Nebraska ("OWNER")

By: 

By: _____

Its: Senior Vice President

Its: Mayor

Date: 6/4/2018

Date: _____

EXHIBIT A

AMENDMENT ONE - SCOPE OF WORK

PART 1.0 PROJECT DESCRIPTION:

The Scope of Work is for the development of a hydraulic model for sanitary sewer collection system for the Quail Creek basin.

Key Understandings:

1. All travel will be in proximity to the City of Bellevue, Nebraska.
2. All meetings and presentations will be at the collection systems office or City administrative offices.
3. OWNER will provide flow data at selected locations.
4. HDR will contact the engineers of the existing subdivisions to request record drawing information about the developments they are associated with. OWNER will provide manhole information (rim elevation, invert elevation, and pipe sizes and directions) for the existing collection where information is not available.
5. OWNER will provide information on the existing Quail Creek pump station.
6. Field verification is not included in this contract. HDR will determine field investigation required to complete the project through Task 300. HDR will request an amendment to the contract to complete field investigations.
7. OWNER's operation staff will be available to discuss known issues.
8. OWNER will provide known or planned development for the basin.
9. The scope of work does not provide for final design, topographic survey, or geotechnical investigation.
10. The completed drawing for the model will be provided to Sarpy County for incorporation into their GIS.
11. Innovyze InfoSWMM software will be used for the sewer model development.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

TASK 100 – PROJECT MANAGEMENT

Objective: Provide management activities over Project duration including planning, organizing and monitoring Project team activities; and overall project management.

HDR Activities

- Resource management and allocation based on Project schedules and activities.
- Budget and invoice management.
- Kickoff meeting.

TASK 200 – GEOGRAPHIC INFORMATION SYSTEM (GIS) DATABASE DEVELOPMENT

Objective: Obtain and review the City’s existing available map data and develop a GIS database of the Quail Creek Basin for import into a hydraulic model.

HDR Activities:

- Collect existing sewer system mapping information including:
 - Existing sanitary sewer print maps
 - Sarpy County GIS Database
 - Sanitary & Improvement District (SID) record drawings
- Digitize the paper maps into a GIS database that includes the following data sets and proposed attributes:
 - Manholes
 - Invert elevations
 - Rim elevations
 - Diameters
 - Gravity Mains
 - Diameter
 - Material (where available)
 - Age/Date of installation (where available)
 - Pump Stations and Force Mains
 - Location (pump station data will be input into the model based upon existing pump information).

Deliverables: GIS database of the Quail Creek Basin in ESRI File Geodatabase format.

TASK 300 – EXISTING SEWER MODEL DEVELOPMENT//FIELD VERIFICATION

Objective: Build an existing system sewer model using Innovyze InfoSWMM software by importing the data developed in Task 200, and identify any data gaps.

HDR Activities:

- Import the File Geodatabase (developed in Task 200) into an InfoSWMM sewer system hydraulic model.
- Perform a “dry-run” hydraulic analysis to determine continuity errors and data gaps.
- Develop a field verification plan to identify areas that need additional field verification, based on the initial hydraulic modeling results.

- It is assumed that one model review meeting will be held at the City to go over the results of the “dry-run” and discuss preliminary results and data gaps.

Deliverables: InfoSWMM “dry-run” hydraulic model.
Field verification plan that identifies field survey needs.

TASK 400 – FINALIZE EXISTING SYSTEM SEWER MODEL

Objective: Finalize the existing system sewer model based upon data obtained in the field survey and load the model based upon existing sewer flow monitoring data.

HDR Activities:

- Incorporate field survey data into the sewer model.
- Review existing flow monitoring data and determine dry weather and wet weather flows.
- Load existing dry weather and wet weather flows into the sewer model.
- Perform a preliminary hydraulic analysis on the existing system to validate existing system model calibration and identify any deficiencies.
- Complete quality control (QC) review of the model.

Deliverables: Existing System Sewer Model (InfoSWMM)

TASK 500 – FUTURE SEWER SYSTEM MODEL ANALYSIS

Objective: Input future flows from development plans into a copy of the existing system sewer model and analyze the hydraulic capability of the model to handle future flows.

HDR Activities:

- Load future sewer flows into the model based upon known development plans in the Quail Creek Basin.
- Perform a hydraulic analysis on the future system to identify deficiencies.
- Development of a draft and final future sewer model development technical memorandum in PDF format.
- Complete quality control (QC) review of the model and draft and final documents.

Deliverables: Future Sewer System Model (InfoSWMM)
Draft sewer model development technical memorandum (electronic PDF)

Final sewer model development technical memorandum (electronic PDF)

PROJECT SCHEDULE

Milestone	Days from receipt of required data from City
Task 100 – Project Management	Ongoing
Task 200 – GIS Database Development	30 days
Task 300 – Sewer Model Development/ Field Verification	30 days from completion of Task 200
Task 400 – Finalize Existing System Sewer Model	30 days from Completion of Task 300
Task 500 – Future Sewer System Model Analysis	30 days from Completion of Task 400



City of Bellevue

Office of the Mayor

To: Joseph A Mangiamelli City Administrator, City Council President Jim Moudry and members of the City Council

From: Rita Sanders Mayor City of Bellevue

Subject: Mayor's Report
June 2018

- Attend Transportation and Planning Conference (NARC) with MAPA in Orlando, FL
- Support, proclamation and attend Run for the Fallen
- Attend with Chief Guido the **Red Cross Award/2018 Community Preparedness Award/Sound the Alarm**
- Central Elementary School visit
- Attend **National Defense Communities Conference-Washington DC**

Secretary of the Air Force

Joint Chief of Staff, General Paul J Selva-Diplomacy and Development is better then war

Pay attention to Base Report Card

Secretary of the Air Force Heather Wilson- Quality of public school is important, reciprocity for spouses and family
USAA- Find what strengths the Base can share with the community (educators, volunteers) Military and Family
integration

- Minute with the Mayor, topic-Bellevue Public Library
- Attend budget meetings
- Attend Old Town input public meeting
- Attend and assist with volunteer to Keep Bellevue Beautiful, American Heroes park cleanup
- Attend Ribbon Cutting at LIV Yoga
- Attend Offutt Weather Wing Change of Command
- Attend Sarpy County Waste Water Board meeting
- Attend Sarpy County Economic Development meeting



City of Bellevue

Office of the City Administrator

June 21, 2018

To: Mayor Sanders, City Council President Moudry and
Members of the Bellevue City Council
From: Joseph A. Mangiamelli, City Administrator
Subject: Overview - Activities report

The following is an overview of my activities during the period since our last City Council meeting. Numerous meetings and events attended as indicated:

- *Met with city Leadership Team to review City Council meeting and discuss upcoming issues
- *Met w/staff to review upcoming City Council agenda items
- *Met with Sarpy County Wastewater Agency Budget Committee
- *Met with Sarpy County Wastewater Agency Administrators in work session
- *Met with John Hassett to discuss improvement in gaming finances
- *Met with Negotiating Team to prepare for BPOA contract discussion
- *Viewed webinar on Supreme Court findings relative to arbitration in collective bargaining
- *Met with Negotiating Team to review low Police Officer Trainee pay and recruitment problems created
- *Met with BPOA team to discuss current city wage and benefit offer
- *Served as Judge at Cruisers for the Breath of Life Car Show
- *Met with staff to review request to ban construction activity on holidays
- *Attended conference call with NEOC relative to employee complaint investigation
- *Attended meeting with Burlington Capital and representatives of other area leaders to discuss Bellevue's efforts to support Offutt missions
- *Attended Omaha Chamber event to meet new Executive Vice President
- *Met with representatives of American Chemistry Council to discuss "orange bag" recycling program
- *Met with staff to discuss BPOA contract proposal
- *Met with staff to discuss phone system services
- *Began meeting with City Councilmembers to discuss financial constraints in budget preparation
- *Attended public input meeting for Olde Towne redevelopment

Printed on old letterhead to use up stock



City of Bellevue
Office of Administrative Services
1500 Wall Street • Bellevue, Nebraska 68005 •

Departmental Activity Report June 20, 2018

Administrative Services Director

- FMLA case management (4)
- Leadership team meeting 6/12
- BPOA negotiation prep meetings (4)
- BPOA negotiation meeting 6/14
- Recognition & Appreciation committee - assist with planning the summer employee appreciation picnic. (continued)
- New Hire Orientation meeting (1)
- Prepare employee evaluation
- ICMA training webinar regarding contract negotiations.
- Coordinated Transit committee meeting 6/20
- Budget and CIP preparation
- Review personnel complaint (1)
- Review job description revision (1)
- Ultimate Software on-line training (continued).
- Review and update Key Position profiles for the Succession Plan for posting. (continued)
- Reviewing the ADA Transition Plan (continued)

Activity Report 06/18/18

Human Resources Manager

- Personnel issues -- (1) matters under review
- Candidate Interviews (P&I and Fleet)
- BPOA Negotiation prep and Negotiations
- Personnel Investigation
- Employee counseling
- UltiPro add-on module review and planning
- UltiPro scenario software testing
- Payroll processing SOP creation
- Seasonal employee onboarding

- Payroll processing 06/15 payroll

As per your request the following is a synopsis of the day to day activity performed by the - HR Coordinator and Personnel Technician June 5 through June 18, 2018.

-
- **Record Management:**
- Prep,
Input and Record Payroll Changes for processing for June 15 payroll and prepped future ones.
- Processed Address Changes – 1 Name Change - 0
- Travel & Training Requests Processed 1 Narratives Received - 1
- Miscellaneous Copies and Secretarial work for Admin Svcs. Director to include revisions to job descriptions. Prepare and process all of Human Service, Administrative Service and HR Requisitions. Advertise, accept and process applications for the various Department Heads. Copy and scan all scored goal sheets for Performance Management Review committee.
- Recorded Performance Evaluations – 2 Verifications of Employment – 5
- Audited all input of seasonal employees for accuracy
-
- **Applicants/Recruitment:**
-
- **Benefit Orientation/Employee Exits/Resignations:**
- 1 - Full Time Exit
- 0 – Full Time Benefit Orientation
- 0 - Promotion
- 0 – Return from Leave
- 0 – Transfer
- 0 –Leave of Absence
- 1 – Resignations/Terminations
-
- **Benefit Administration:**
- COBRA Notices – 2
- Retirement Enrollment/Rollovers - 2 Retirement Payout/Withdrawal - 0
- Processed 457 Transfers/Enrollments/Changes - 1 TASC Resign - 0
- Beneficiary Changes - 1 QDRO - 0
- Processed New or changes to Principal Loan – 1
- Audited and sent to Finance for payment Life and LTD and Supplemental life.
- Reconcile Retiree Payments and notified the retirees of payment amounts due.
- Updating data base with new amounts for voluntary life insurance
- Updating data base with new Life and AD&D amounts due to increases last year
- Updating data base with new LTD amounts
- Auditing all beneficiaries for retirement and life
- Sent email removal list to Sarpy County for all resigned employees.
-

- **Payroll Administration:**
- Prep, E-Verify and Process New Hires - 25
- Background Checks - 3
- Medical Testing for New Employees - 3
- Salary authorizations sheets sent to supervisors, directors and City Administrator in preparation for payroll increases and performance awards.
- Audited TASC payroll verification and sent PVR and finalization to finance
- Input into new system (ulti) new employees - 34
-
- **Reports:**
- Prepared Activity Report for HR Manager
-
- **On-Going Projects:**
- Scan and File all Performance Management reports, target and scored target.
- Prep new contract year sheets for Grade/Step/Anniversary Date/Changes
- Auditing of Personnel Files to include updating database with new information
- Auditing of I-9 forms
- Cover Human Service Desk for absent Secretary and during lunch hour.
- Prepare orientation packets & manuals for new employees.
- Purging files in readiness for move
- Auditing benefit deductions for new payroll software
-

▪ **HUMAN SERVICE PROGRAM SPECIALIST 2 WEEK REPORT**

June 1st- 19th

▪ **FINANCIAL ASSISTANCE**

- OPPD 4
- Rent 9
- MUD 4
- BH 0
- CR 0
- **TOTAL= 17**
- **TOTAL NO SHOWS= 1**
-

▪ **FOOD PANTRY**

- **TOTAL= 2**
-

▪ **MEETINGS**

- BMA...6/7, 6/14
- CR...6/18

Specialized Transportation Service

- Miles traveled - 2,538
- Passenger boardings - 368
- New clients registered -2



City of Bellevue
Office of the City Clerk

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3007

June 20, 2018

From: Sabrina Ohnmacht, City Clerk

RE: Information for Administration Report

Fireworks sales begin on Monday, June 25th. All 20 stands have to pass inspection by our BFD Fire Inspectors before they are given their license.

On June 26th, Susan, myself, Joe, Theresa from Finance, Michelle from HR, and Shirley from Planning will be attending a Records Management Session presented by the Secretary of State's Office at the Omaha Public Library from 10:30 to 11:30 a.m.

Day to day tasks, as usual.



CITY OF BELLEVUE FINANCE DEPARTMENT

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3000

Bellevue Finance Department Status Report June 25, 2018

ACCOUNTING AND FINANCE

- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Issued payments for approved expenses
- Payroll Accounting
- May Bank Reconciliations
- Responded to YTD financial questions from departments
- Monthly allocations to departments for fuel, fleet and postage, office supplies, janitorial supplies
- Researched bills on minute record
- Paid bills online as approved/requested
- Booked Various Cash Receipts
- 2018-19 Budget Preparation
- Met with several departments to update 2017-18 forecast and capital projects
- Worked on Employee Appreciation Picnic
- Processed credit card transactions and reconciled statements
- Verified and booked receipts from PayPort System and Haworth Camping System
- Sales Tax and Lodging Tax monthly analysis and JE

RISK MANAGEMENT:

- Attended national Public Risk Management Association's annual education conference. Was sworn in as President of the national organization.
- Continued processing existing claims and worked to bring open claims towards resolution and closure
- Continued to investigate/accept/deny new claims
- Conferred with nurses, employees, and claims administrator on complex injury claims
- Continued to manage modified duties for restricted employees
- Met with Prop/Cas Broker to plan insurance renewals
- Met with Lockton nurses to go over aggregate report of Wellness Program
- Finalized figures for Risk Management budget and all department's comp and liability budgets
- Researched safety training programs for employees involved in trenching

Safety Inspector:

- Park Inspection and report for Ward 5
- Continued efforts to move remaining furniture from 210 W. Mission
- Safety checks on splash pads and restrooms
- Conducted all duties associated with surplus equipment auction
- Total Gov Deals sales to date: **\$256,000 in sales**

CDBG:

- Completed draft of the 2018 CDBG Action Plan and prepared documents for distribution to obtain public review and comment.
- Continued to work towards resolution for SAM registration and DUNS number including calling all agencies involved and identifying and researching documentation.
- Completed environmental reviews for housing rehabilitation project with Project Houseworks (formerly Rebuilding Together Omaha).
- Reviewed CDBG housing rehabilitation loan and prepare payoff information for recipient.

Respectfully submitted,

Rich Severson
Finance Director, City of Bellevue



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department Council Report

Report Date 6/19/2018

A. General Items:

- QA/QI
- Continue Riverfest planning meetings
- Follow Up meeting to Operation Bruin Safety this Monday at 0900
- Review applicants for Paramedic class this fall (had 5 apply)
- Preparing for mandatory EMS training this Sunday for part time one-shifters
- Dr. Ernest and Supervisor Lentsch are setting meetings with a few of the probationary paramedics. We have three (out of five) nearing completion
- EMS Committee Meeting originally scheduled for Tuesday was rescheduled to next week due to conflicts
- Meeting with Papillion Fire and Racom on station alerting system.

B. Training:

- Working with City pool managers on coordinated emergency response to pool emergencies.
- Overview of Fire crime scene investigation.
- Multi Company operation drills.

C. Inspections:

- Inspection Little Bubbles Preschool.
- Fire alarm test Walnut Creek Apt.
- Plan review 5023 Shannon Dr.



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

D. Calls:

Fire — 48

Rescue - 134

E. Ambulance Billing

No mid-month report.

F. Manpower Report Staffing

Staffing Report from 5/28/2018 through 6/3/2018

Monday	AM	Full	
Monday	PM	Full	
Tuesday	AM	E-41 3-Person	
Tuesday	PM	Full	
Wednesday	AM	E-41 3-Person	
Wednesday	PM	E-31 3-Person	
Thursday	AM	E-1,21,31,41 3-Person	
Thursday	PM	Full	
Friday	AM	E-1,31,41 3-Person	
Friday	PM	Full	
Saturday	AM	Full	
Saturday	PM	E-21 3-Person	
Sunday	AM	E-1,21,31 3-Person	
Sunday	PM	E-1,21 3-Person	



City of Bellevue

Fire Department

211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 6/04/2018 through 6/10/2018

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E-1,31,41	3-Person	EMS Asst. OOS
Thursday	PM	Full		
Friday	AM	E-21,31	3-Person	
Friday	PM	E-31	3-Person	
Saturday	AM	Full		
Saturday	PM	E-21,31,41	3-Person	
Sunday	AM	E-21,31,41	3-Person	
Sunday	PM	E-1,21,31,41	3-Person	

Staffing Report from 6/11/2018 through 6/17/2018

Monday	AM	E-21,31,41	3-Person	
Monday	PM	E-41	3-Person	
Tuesday	AM	E-1,41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E-1,31	3-Person	
Thursday	PM	E-31	3-Person	
Friday	AM	Full		
Friday	PM	E-31,41	3-Person	
Saturday	AM	E-1,21,31	3-Person	
Saturday	PM	E-1,21,31,41	3-Person	
Sunday	AM	E-1,31	3-Person	
Sunday	PM	Full		



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director

Date: 6/12/2018

- Sandra Astleford, Assistant Director/Systems Administrator, held initial conversation with a SirsiDynix project manager regarding the implementation of new services and modules. The library plans to implement a new web catalog interface, a new digital content management system, text messaging for notices to patrons, and an app for mobile devices by the end of this fiscal year. Staff training sessions are being planned for June and July.
- The library completed an upgrade of its Symphony Integrated Library System (ILS) on Thursday, June 7. After completing the upgrade on the hosted server, staff workstations were manually upgraded in the library. The library is now on Version 3.5.3 and is positioned to complete the installation of additional services and modules planned for later this summer.
- The Bellevue Library Foundation will hold a book sale starting on Saturday, June 16, and continuing through Sunday, June 24. The public will have an opportunity to purchase a paper grocery bag full of books for \$5.00 or to purchase individual items for half price. All monies go to support programs and services at the library.
- This month the Adult Services Department is focusing on health and well-being for many of its program topics. On June 5, One World Health provided free blood pressure checks at the library, as well as obesity, nutrition, and pre-diabetes education. On June 7, the library hosted Nina Wilson, who presented an "Intro to Yoga" program. Upcoming programs will include kettlebell strength training on June 10 and another health class by One World Health on June 25. Tai Chi is offered at the library every Tuesday afternoon by Frankie Hannan, Head of Adult Services.
- The Children's Department began their Park & Read program on June 4 with storytime in Washington Park from 12 to 12:45 p.m. Families are invited to bring a picnic lunch and a blanket or chairs to enjoy this event. Park & Read will be held every Monday at Washington Park through the end of the 2018 Summer Library Program on July 21.
- The library is continuing with its Food Drive to benefit the Bellevue Food Pantry. The public is encouraged to bring in food items or household products and drop them off at the library, which will make sure they get to the Pantry. Over 200 items had been donated in the first week of the drive.



City of Bellevue

Bellevue Public Library

1003 Lincoln Road • Bellevue, Nebraska 68005 • (402) 293-3157

Memo

To: Joe Mangiamelli, City Administrator

From: Julie Dinville, Library Director

Date: 6/19/2018

- The Bellevue Public Library has a new outdoor book return. The new return, recently installed by the City's Building and Maintenance staff, has two divisions: One for books and one for other media (DVDs, books on CD, etc.). The return replaces the old one which had rusted and no longer locked securely. The total cost was \$6,622.85. The Bellevue Library Foundation paid \$5,000 of this cost, with the remainder coming from the Library's 2017-18 budget.
- Monthly staff meetings were held on Thursday, June 14. Among the topics discussed were a review of tornado procedures and discussion of "all clear" messages in light of the recent storm activity in the area on June 11 when patrons had to be evacuated to shelters in the library. Also discussed were the new employee time clock system, the City's employee picnic on June 27, and upgrades to the library's Integrated Library System (ILS).
- Library Director Julie Dinville attended the retirement recognition open house for Francine Canfield, director of the Ralston Public Library, on Tuesday, June 12. Canfield will be stepping down as director on June 21 after more than a decade as the director in Ralston.
- The Young Adult Department will be sponsoring the first of two American Red Cross Babysitting Certification Courses on Saturday, June 23, from 9 a.m. to 4:30 p.m. These courses are open to youths aged 11-18; preregistration is required. The second course will be held on Saturday, July 14. Both are being sponsored as part of the 2018 Young Adult Summer Library Program.
- The Bellevue Public Library has a special display up in support of "The Great American Read" program by the Public Broadcasting Service (PBS). The Great American Read is an eight-part series that explores and celebrates the power of reading and includes a list of America's 100 best-loved novels (as chosen in a national survey). The library offers nearly all of the books on that list for interested persons to explore.
- The Bellevue Library Foundation book sale began on June 16 and continues through June 24. The public can fill a bag of sale items for only \$5.00 during the sale.
- The Library Food Drive for the Bellevue Food Pantry has collected over 450 items as of June 13. The drive will continue through July 21, and the public is encouraged to donate food and household items.



City of Bellevue

Office of the Planning Department

To: Mayor Sanders, City Council, and City Administrator Mangiamelli
From: Chris Shewchuk, Planning Director *cms*
Date: June 20, 2018
Subject: Department comments for Administration Report

Tammi and I attended the public meeting for citizen input into the redevelopment of city property in Olde Towne.

In Tammi's absence last week, I reviewed building permits for five new houses as well as numerous permits for smaller projects such as decks and additions.

I met with a real estate agent regarding development potential for approximately 160 acres on 36th Street south of Platteview Road.

I attended a meeting with other local planners to discuss ways to bring larger groups of planners together for educational opportunities.

The South Sarpy Watershed Partnership meeting scheduled for this week was cancelled by the NRD, they are waiting for the consultant to complete field work.

I attended two meetings of the Smart Cities Lab planning team. The group is working on designating a smart cities district and identifying projects to undertake within the district.

Staff reviewed, and approved the building permits for Raising Canes on Cornhusker Road and a self-storage facility at 25th Street and Chandler Road.

INTEROFFICE MEMORANDUM

TO: JOE MANGIAMELLI
FROM: ACTING CHIEF STUKENHOLTZ
SUBJECT: DIRECTORS BRIEF
DATE: 6/20/2018

Assisting with BPOA Union negotiations.

Attended design team briefing regarding Operation Bruin Safety active shooter scenario.

Working on background investigations for Police Officer candidates.

Candidate orientation is to be held June 21 for all supervisors interested in promotional testing.

Code Enforcement Stats:

June 11, 2018	June 18, 2018
Calls – 273	276
Notices:	
Zoning – 6	8
Nuisance – 82	70
Clean Ups – 0	0
Tree Removal – 0	0
Certified Notices – 21	19
Officer Initiated – 46	38
Towed Vehicles – 1	0
Red Tags – 7	8



City of Bellevue
Public Works Department
1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

Public Works Director's Report

June 25, 2018

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Administration: Jeff Roberts

- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Develop/prioritize conditions assessment for replacement plan (WW)
- Meetings
 - Director meetings 06.12.18, 06.26.18
 - Superintendent meetings 06.04.18, 06.18.18
 - MAPA TTAC 06.22.18

Engineering: Dean Dunn

- American Heroes Park Phase 6 -- Design Review
- Various design projects
- Planning and P&I plan review as needed
- SWPPP monitoring for NDEQ compliance as needed
- Meetings
 - FHWA monthly meeting TBD
 - UCC monthly meeting 06.14.18

Parks: Brian Madison

- Working on Work Orders that are submitted
- Tree maintenance in various parks
- Summer Duties

Recreation: Jim Shada

Listed below the total number of Registrations we have taken to date:

- Baseball/Softball - 720
- Spring Training - 94
- Flag Football - 73
- Sports Camp - 65
- Tennis Lessons - 107





City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

- Track Club - 53
- Swimming Lessons - 375
- Swim League - 24
- Swim Passes - 40
- Total Registration to Date - 1628
- Total Revenue to Date - \$48,196

Flag Football League begins today and runs every Monday through the month of April from 6:00 pm - 7:30 pm at Baldwin Field #1. As in past years Bellevue East High School Coaches and players assists in running this activity.

Street Maintenance: Bobby Riggs

- Various ditch repairs and cleanout
- Grade, rock roads and alleys
- Summer Duties

Waste Water: Epiphany Ramos

- Jetting as weather allows
- Repairing lines found during jetting and TV scheduled inspections as needed
- Lift station inspections on Monday and Thursday
- Update GIS mapping
- Walk all inaccessible lines and inspect all manholes, ongoing
- Working on administrative procedures and expectations.

Fleet Maintenance: Todd Jarosz

BIWEEKLY REPAIRS BY DEPARTMENT		
Report Date: January 08, 2018		
Department	No. of Repairs	No. of Hours
Administration		
Finance		
Human Services	3	18
Public Works		
Parks	8	8
Recreation		
Cemetery		
Streets	10	16
Fleet Maintenance		



City of Bellevue

Public Works Department

1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

Permits & Inspections		
Police	6	10
Fire	8	43
Wastewater		

Reported hours are taken from work orders submitted for the week. Some work orders may reflect a large amount of hours performed which would mean the unit was in the shop for an extended period of time. Work may be carried over from one week into another.

The number of hours documented on repair tickets does not include the hours it takes for Fleet Maintenance personnel to shuttle cars to and from the shop, to deliver cars to designated locations for out sourced work (i.e. window/windshield replacement, body work, warranty work) and running for parts, etc.

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