

## Bellevue City Council Meeting

Monday, March 11, 2019 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Thure Martinsen (Terry), Golden Hills Seventh Day Adventist Church, 3005 Golden Blvd.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
  - a. Approval of the Agenda
  - b. Approval of the Consent Agenda (*Items marked with an (\*) are approved where this item is, unless otherwise removed*)
    1. \* Approval of the Minutes from the February 26, 2019, City Council Meeting
    2. \* Acknowledge Receipt of the Minutes from the February 20, 2019, Planning Commission Meeting
    3. \* Approve Correction to February 11, 2019, City Council Meeting Minutes - Appointment of Barbara Van Wassenhoven should be to the Library Board and not the Planning Commission
    4. \* Acknowledge Receipt of the Complete Streets Annual Report (Planning Director)
6. \* APPROVAL OF THE CLAIMS
7. ORGANIZATIONAL MATTERS: None
  - a. \* Approve Appointments of David Wees, Amanda Andrews, and Susan Hester to the CDBG Committee
  - b. Approval of Budget Task Force for 2019 - 2020: City Councilman Paul Cook, City Councilman Thomas Burns, City Councilman Don Preister, Finance Director Rich Severson, City Administrator Jim Ristow, Public Works Director Jeff Roberts, Fire Chief Perry Guido, and Police Chief Mark Elbert (City Council President Paul Cook)
8. SPECIAL PRESENTATIONS:
  - a. Proclamation declaring Bellevue "A Gigabit City, Powered by Cox" (Mayor)
  - b. NEW: APPROVED CITIZEN COMMUNICATION: None  
***On future Agendas this new title will appear as No. 9 so all title numbers will change clear down to the bottom of the agenda***
9. LIQUOR LICENSES:
  - a. Application for a Special Designated Liquor License for "B & B Classic Dogs" to be able to sell beer, wine, and distilled spirits during the "Celtic Festival" at Haworth Park, 2502 Payne Drive, on Saturday, April 6, 2019, from 10:00 a.m. to 10:00 p.m. - Alternate Site: Banner Park (City Clerk)
  - b. Manager Application: Mr. Binod Khadka as Manager of the Class "D" Liquor License held by Blessings of Santoshi Ma Inc., dba "Select Mart," located at 4741 Giles Road (City Clerk)
10. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 3933: Rezoning the North 1/2 of the East 35.2' of Lot 2 and the North 1/2 of Lot 3, Tiller's Hillcrest Addition from BG and BGH to RS-84 Applicant: BJ Justice Location: 210 Galvin Road North (Planning Director)

b. Ordinance No. 3934: Annexing Tax Lot A2B, E1, E2, H1, J, K, and parts of Tax Lots I, D1, and D2, lying west of abandoned railroad right-of-way, Section 21, T14N, R13E of the 6th P.M., Sarpy County, Nebraska Applicants: Jose and Monica Ramirez Location 2803 Childs Road West (Planning Director) - **ITEM HAS BEEN PULLED BY THE APPLICANT**

c. Ordinance No. 3935: Rezoning Lots 1 and 2, Rancho La Estrella, from RS-72 to AG and RS-72 for the purpose of agricultural and residential uses Applicants: Jose and Monica Ramirez Location 2803 Childs Road West (Planning Director)

d. Ordinance No. 3936: Annexing Sanitary Improvement District #147, Blackhawk, consisting of Lots 1 through 97 and Lots 101 through 152, Blackhawk; Lot 1, Whitfield's Blackhawk; and Lot 2, Oakhurst Replat One Applicant: City of Bellevue (Planning Director)

1. Approval of the Blackhawk Park Maintenance Agreement with Blackhawk Homeowners Association and Authorize the Mayor to sign (Public Works Director)

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

12. ORDINANCES FOR INTRODUCTION (1st reading):

a. Ordinance No. 3937: Amend Bellevue City Code Section 2-30, pertaining to City Council's Order of Business, to allow for an accurate and informational Quarterly Budget Presentation (Finance Director)

b. Ordinance No. 3938: Authorizing and providing for Issuance of Public Safety Department Tax Anticipation Refunding Bonds, Series 2019, in an amount not to exceed \$5,785,000 (Finance Director)

**Staff requests waiving the Statutory three readings, holding a public hearing, and voting at this meeting**

13. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Public Hearing on Event Application for Bellevue Economic Enhancement Foundation, in partnership with the Bellevue Chamber of Commerce, for the "Runway Run," on Saturday, May 11, 2019, from 6:00 a.m. to 9:30 a.m. (City Clerk)

b. Public Hearing on the 2018 Action Plan Substantial Amendment (Finance Director / CDBG Program Administrator)

14. RESOLUTIONS:

a. Resolution No. 2019-06: CDBG 2018 Action Plan Substantial Amendment (Finance Director / CDBG Program Administrator)

b. Resolution No: 2019-07: Authorizing reimbursement of Wastewater project costs with bonds if deemed necessary in the future (Public Works)

c. Resolution 2019-08: Authorizing and providing for issuance of taxable redevelopment refunding bonds, Series 2019, in an amount not to exceed \$2,865,000 (Finance Director / Michael Rogers, Gilmore & Bell, P.C. / Cody Wickham, D.A. Davidson)



15. CURRENT BUSINESS:

a. Approval of a temporary construction easement over part of Lot 3, Paradise Park, more particularly described in Attachment "A", for the purpose of constructing, repairing, operating and maintaining the wastewater pipe or infrastructure upon the property  
(Public Works / Manager of Engineering Services)

b. Approval of the low, responsive responsible bid from Swain Construction, Inc., not to exceed \$238,770.29 plus potential City initiated Change Orders of up to 10% (\$23,877.03) for the CDBG Paving Improvements East of Chandler Hills Project and approve the Mayor to sign  
(Public Works / Manager of Engineering Services)

c. Approve the low, responsive responsible bid from Swain Construction, Inc. not to exceed \$169,710.20 plus potential City initiated Change Orders of up to 10% (\$16,971.02) for the 2019 Concrete Projects and authorize the Mayor to sign  
(Public Works / Manager of Engineering Services)

d. Approval of a Project Agreement with HOA Solutions for the Bellevue Lift Station Upgrades-  
Phase II & III and authorize the Mayor to sign the Project Agreement, not to exceed \$112,964.80  
(Public Works / WW Manager)

e. Approve and authorize the Mayor to sign the agreement with Alfred Benesch & Company for the 2020 Overlay (NDOT) AC Project, not to exceed \$65,389.39  
(Public Works / Manager of Engineering Services)

f. Recommendation of the Allocation of \$75,000 from the Community Betterment Funds to help kick start the holiday lighting and beautification project  
(Councilwoman Welch)

g. \* Approve the Reduction of grant allocation for expiring CDBG 2017 Subrecipient Agreement with B & B Classic Dogs for the Indoor Practice Facility  
(Finance Director / CDBG Program Administrator)

h. \* Approve the Ninth Extension to the Contract with Justin Thoms for Custom Farming approximately 61 acres at 36th and Capehart Road in an amount not to exceed \$24,690 and the Ninth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres at the Bellevue Sports Complex in an amount not to exceed \$24,309, Waiving Council Policy 4 requiring solicitation of bids for goods and services costing more than \$30,000 and authorize the Mayor to sign  
(Finance Director / City Attorney)

i. Approve and authorize the Mayor to sign the Letter of Intent with 1st Development, LLC, to purchase, and the option to purchase various City properties mentioned in the LOI for Olde Towne Redevelopment  
(City Administrator)

j. Approve and authorize the Mayor to sign a 2-year Lease Agreement with the Nebraska Department of Motor Vehicles effective March 18, 2019 for approximately 75,000 square feet of concrete parking at 14402 Harlan Lewis Road, for day time use for CDL licensing  
(City Administrator)

16. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports

17. CLOSED SESSION:

18. ADJOURNMENT

# MINUTE RECORD

56.1  
3-11-19

Bellevue City Council Meeting, February 26, 2019, Page 1

A meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 26<sup>th</sup> day of February, 2019, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch.

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

## Pledge of Allegiance and Invocation

Mayor Hike led in the Pledge of Allegiance. Pastor David Lydick, Midland Bible Baptist Church, 2407 Chandler Road E. in Bellevue, gave the invocation.

## Open Meetings Act

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

## Approval of the Agenda

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

## Approval of the Consent Agenda

**Motion** was made by Shannon, seconded by Burns, to approve the consent agenda which included the following: Approval of the Minutes from the February 11, 2019, City Council Meeting; Approve Re-appointments of Brad Anderson, Maria Conte, Jim Hawkins, David Valenta, and Nick Peterson (Alternate) to the Board of Adjustments for three-year terms ending February 2022; Approval of the Claims; and Approve and authorize the Mayor to sign the AED Renewal Maintenance Contract. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## ORGANIZATIONAL MATTERS: None

## SPECIAL PRESENTATIONS:

### Report on Bellevue Public Library Feasibility Study

Julie Dinville, Library Director, gave an explanation of the process they have gone through leading up to the Bellevue Public Library Feasibility Study. She stated she was pleased to be there to share the highlights of the project. The presentation was then turned over to The Clark Enerson Partners who worked on the project as a team. Matt Glawatz, Project Manager and Lead Design Architect, Karen Nalow, Landscape Architect and Site Planner, and Carson Block, Library Technology Consultant, on video since he was unable to be there, presented information they gathered on the project in their specific areas and answered questions from the Council. At the end of the presentation Julie Dinville asked the Council for a recommendation on the direction they wish for the Library Committee to proceed. After discussion, Mayor Hike stated the recommendation would be the City Council received the report on the feasibility assessment on library services and facilities based on citizen inputs; and that a task force be formed this spring to consider possible addition or renovation projects to the current facility at the current location, 1003 Lincoln Road; and that the task force also continue to explore private/public partnerships and other opportunities for the possible development of a branch library to serve the more western areas of the city.

## LIQUOR LICENSES:

### Fraternal Order of Eagles #3912 – Application for Special Designated Liquor Licenses

The application of the Fraternal Order of Eagles #3912 for a Special Designated Liquor License to Sell Beer, Wine, and Distilled Spirits in a beer garden, during the St. Patrick's Day Pub Crawl at 209 W. Mission Avenue, from 11:00 a.m. to 12:00 a.m., on Saturday, March 16, 2019, was presented for Council consideration.

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

**Motion** was made by Cook, seconded by Burns, to recommend to the Nebraska Liquor Control Commission the application of the Fraternal Order of Eagles #3912 for a Special Designated Liquor License to Sell Beer, Wine, and Distilled Spirits in a beer garden, during the St. Patrick's Day Pub Crawl at 209 W. Mission Avenue, from 11:00 a.m. to 12:00 a.m., on Saturday, March 16, 2019, be approved. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

### Bellevue Chamber of Commerce– Application for Special Designated Liquor Licenses

The application of the Bellevue Chamber of Commerce for Special Designated Liquor Licenses to Sell Beer, Wine and distilled spirits during Riverfest at American Heroes Park, with an alternate site at Haworth Park, on Friday, June 28, 2019, from 3:00 p.m. to 1:00 a.m. on Saturday, June 29<sup>th</sup> and from 10:00 a.m. on Saturday, June 29<sup>th</sup> to 1:00 a.m. on Sunday, June 30, 2019, was presented for Council consideration. Ms. Faith Morrison was present to answer any questions.

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

**Motion** was made by Cook, seconded by Burns, to recommend to the Nebraska Liquor Control Commission the application of the Bellevue Chamber of Commerce for Special Designated Liquor Licenses to Sell Beer, Wine and distilled spirits during Riverfest at American Heroes Park, with an alternate site at Haworth Park, on Friday,

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Bellevue City Council Meeting, February 26, 2019, Page 2

June 28, 2019, from 3:00 p.m. to 1:00 a.m. on Saturday, June 29<sup>th</sup> and from 10:00 a.m. on Saturday, June 29<sup>th</sup> to 1:00 a.m. on Sunday, June 30, 2019, be approved. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## **ORDINANCES:**

### **Ordinance No. 3928: Amending Section 2-30 of the City Code pertaining to City Council Order of Business (Third Reading)**

Ordinance No. 3928, an ordinance to amend Sections 2-30 of the Bellevue Municipal Code pertaining to the City Council's order of business; to repeal such section as heretofore existing; and to provide for the effective date of this Ordinance, was read by title only for the third and final reading.

**Motion** was made by Welch, seconded by Shannon, that Ordinance No. 3928 be adopted.

**Motion** was made by Shannon, seconded by Welch, to amend Ordinance 3928, which includes striking Public Requests to be heard and adding Approved Citizen Communication to the Order of Business set in code.

Council discussion ensued. Councilman Burns left Council Chambers at 7:27 p.m. and returned at 7:29 p.m.

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

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

**Motion** was made by Shannon, seconded by Welch, to approve Council Policy Resolution 39. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

### **Ordinance No. 3929: Sale of City Surplus Property, abandoned lift station (Third Reading)**

Ordinance No. 3929, 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 Preister, seconded by Cook, that Ordinance No. 3929 be adopted. Mayor Hike asked "Shall Ordinance No. 3929 be passed and adopted?" and upon roll call the following voted yes; Stinson, Cook, Shannon, Preister, Burns, and Welch; voting no: none. Mayor Hike proclaimed Ordinance No. 3929 passed and adopted.

### **Ordinance No. 3930: Compensation Ordinance as Updated (Third Reading)**

Ordinance No. 3930, an ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 3901; and providing for an effective date, was read by title only for the third and final reading.

**Motion** was made by Preister, seconded by Welch, that Ordinance No. 3930 be adopted. Mayor Hike asked "Shall Ordinance No. 3930 be passed and adopted?" and upon roll call the following voted yes; Stinson, Cook, Shannon, Preister, Burns, and Welch; voting no: none. Mayor Hike proclaimed Ordinance No. 3930 passed and adopted.

### **Ordinance No. 3931: Request to vacate a portion of McCorkindale Avenue abutting Lot 2, W of RR ROW, Lots 3A2 & 3C, Pleasant Hill or Martin's Subdivision; Lot 10 & Lot 11, West of ROW, Pleasant Hill or Martin's Subdivision; and Lot W located in Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska (Third Reading)**

Ordinance No. 3931, an ordinance declaring the necessity, expediency and propriety of vacating a portion of McCorkindale Avenue abutting Lot 2, W of RR ROW, & Lots 3A2 and 3C, Pleasant Hill or Martin's Subdivision; Lot 10 & Lot 11, W of ROW, Pleasant Hill or Martin's Subdivision; and Tax Lot W, located in Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, not heretofore vacated, repealing all ordinances and all parts of ordinances in conflict herewith, and designating an effective date, was read by title only for the third and final reading.

**Motion** was made by Burns, seconded by Shannon, that Ordinance No. 3931 be adopted.

A brief Council discussion ensued.

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

### **Ordinance No. 3932: Sale of City Surplus Property, located adjacent and north of 1303 Freeman Drive (Third Reading)**

An ordinance providing for the sale of certain real estate, the 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.

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Bellevue City Council Meeting, February 26, 2019, Page 3

**Motion** was made by Stinson, seconded by Burns, that Ordinance No. 3932 be adopted. Mayor Hike asked "Shall Ordinance No. 3932 be passed and adopted?" and upon roll call the following voted yes; Stinson, Cook, Shannon, Preister, Burns, and Welch; voting no: none. Mayor Hike proclaimed Ordinance No. 3932 passed and adopted.

**Ordinance No. 3923: Amending Article 7, Sign Regulations, of the Bellevue Zoning Ordinance regarding Digital Signs Applicant: City of Bellevue (Third Reading)**

An ordinance to amend Article 7: Sign regulations, Ordinance No. 3619, Bellevue Zoning Ordinance, relating to digital services; to repeal such sections as heretofore existing; to provide an effective date of the Ordinance; and to provide for the publication of this Ordinance in pamphlet form, was read by title only for the third and final reading.

**Motion** was made by Shannon, seconded by Burns, that Ordinance No. 3923 be adopted.

Council discussion ensued.

**Motion** was made by Shannon, seconded by Welch, to amend Ordinance 3923, which includes: in paragraph 7D of Section 7.04.03 changed the frequency at which displays on digital billboards – may change from every 8 seconds to every 10 seconds; in footnote "c" of Table 7F deleted the provisions regarding frequency of display change and the requirement that displays remain static; in footnote "c" of Table 7F added a provision to allow animation while prohibiting video displays and flashing light displays, except flashing lights would still be permitted on "open/closed" signs; and deleted the word "individual" from the last bullet point of footnote "c" of Table 7F..

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

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

**Ordinance No. 3933: Rezoning the North ½ of the East 35.2' of Lot 2 and the North ½ of Lot 3, Tiller's Hillcrest Addition from BG and BGH to RS-84 Applicant: BJ Justice Location: 210 Galvin Road North (Second Reading)**

Ordinance No. 3933, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 210 Galvin Road North, more particularly described in Section 1 of this Ordinance and to provide an effective day, was read by title only for the second reading and presented for public hearing.

Mayor Hike asked for public comment.

The applicant, Mr. BJ Justice, was present to answer any questions.

Mayor Hike asked if there were any more comments from the public. With no one coming forward to speak in support of or in opposition to the ordinance, Mayor Hike declared the public hearing closed.

Mayor Hike stated the third and final reading of the ordinance will be heard at the next Council meeting on March 11<sup>th</sup>.

**Ordinance No. 3934: Annexing Tax Lot A2B, E1, E2, H1, J, K, and Parts of Tax Lots 1, D1, and D2, lying West of Abandoned Railroad Right-of-Way, Section 21, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska Applicants: Jose and Monica Ramirez Location: 2803 Childs Road West (Second Reading)**

Ordinance No. 3934, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots and real estate lying within the boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for second reading and presented for public hearing.

Mayor Hike asked for public comment.

The applicant, Mr. Jose Ramirez, was present to answer questions from the Council and the public.

Mr. Michael Wills stated he was not there to speak for or against this ordinance. He just wanted to address a couple of concerns which were contamination from the runoff and not having any type of shelter for any animals on the property.

With there being no further comments from the public, Mayor Hike declared the public meeting closed.

Mayor Hike stated the third and final reading of the ordinance will be heard at the next Council meeting on March 11<sup>th</sup>.

**Ordinance No. 3935: Rezoning Lots 1 and 2, Rancho La Estrella, from RS-72 to AG and RS-72 for the purpose of agricultural and residential uses Applicants: Jose and Monica Ramirez Location: 2803 Childs Road West (Second Reading)**

Ordinance No. 3935, 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 2803 Childs Road West, more particularly described in Section 1 of the ordinance and to provide an effective date, was read by title only for the second reading and presented for public hearing.

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Bellevue City Council Meeting, February 26, 2019, Page 4

Mayor Hike asked for public comment.

Mr. Brian Hanson stated he was there speaking neutrally on this. He pointed out some of his concerns or ideas to think about, such as possible smell or noise, as well as, the runoff contamination and a need for some kind of shelter. His recommendation or thought was to do a Conditional Use Permit which would put a cap on the number of animals allowed.

With there being no further comments from the public, Mayor Hike declared the public meeting closed.

Council discussion ensued.

Mayor Hike stated the third and final reading of the ordinance will be heard at the next Council meeting on March 11<sup>th</sup>.

**Ordinance No. 3936: Annexing Sanitary Improvement District #147, Blackhawk, consisting of Lots 1 through 97 and Lots 101 through 152, Blackhawk; Lot 1, Whitfield's Blackhawk; and Lot 2, Oakhurst Replat One Applicants: City of Bellevue (Second Reading)**

Ordinance No. 3936, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the second reading and presented for public hearing.

Mayor Hike asked for public comment.

Mr. Jim Lang, Attorney representing SID #147 (Blackhawk Subdivision), stated they want a smooth annexation for both the City and the residents of Blackhawk. A concern they have is with Blackhawk Park. They have taken a lot pride in this park, put a lot of investment into the park and it is a great asset to the entire community. It is a beautiful park and they would like to see it maintained at the same level. This is why they have worked up a Park Maintenance Agreement, in coordination with Public Works Director Jeff Roberts. This agreement will come before the Council at the next meeting.

Council discussion ensued.

With there being no further comments from the public, Mayor Hike declared the public meeting closed.

Mayor Hike stated the third and final reading of the ordinance will be heard at the next Council meeting on March 11<sup>th</sup>.

**PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None**

**RESOLUTIONS:**

**Resolution 2019-05: Approve Sale of Inventory of current Bellevue Housing Authority home**

Ms. Carolyn Pospisil, with the Bellevue Housing Authority was present to answer questions.

**Motion** was made by Cook, seconded by Preister, to approve Resolution 2019-05: Approve Sale of Inventory of Current Bellevue Housing Authority homes and authorize the Mayor to sign. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Motion** was made by Cook, seconded by Welch, to approve and authorize the Mayor to sign the Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**CURRENT BUSINESS:**

**ADMINISTRATION REPORTS:**

Mayor Hike asked if there were any questions for the City Administrator or any of the Directors on the report presented. There were no questions or comments.

**PUBLIC REQUESTS TO BE HEARD:**

Council President 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 asked if this is the last time for public requests to be heard and talked about how many times he attended and spoke at meetings. He complimented the Parks Dept. for doing a good job cleaning down at the dog park and likes the idea of getting a new library. It would be nice to have drop-off boxes around the city so people can return library books easier. He also thinks the idea of writing in to get on the agenda is a

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good idea so citizens can get answers to their questions and to have the dialogue.

**Brian Hansen** inquired about when 10a & 10a.1 would become effective. He commended the Fire Dept., Police Dept., and Public Works for doing a superb job on dealing with recent snow storms. He felt there was good leadership by the City to get things done for the citizens.

## CLOSED SESSION:

**Motion** was made by Burns, seconded by Welch to adjourn into closed session at 8:17 p.m., for the purpose of the public interest, for a discussion on real estate negotiations. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

In addition to the Mayor & City Council, the following are asked to participate: City Administrator Jim Ristow, City Attorney Bree Robbins, Tahnee King, John Junger, Rob Ryan, Tom Zuk, Public Works Director Jeff Roberts, and Planning Director Chis Shewchuk.

**Motion** was made by Shannon, seconded by Welch to adjourn from closed session and reconvene in regular session at 8:25 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Motion** was made by Burns, seconded by Welch to adjourn into closed session at 8:27 p.m., for the purpose of the public interest, for a discussion on real estate negotiations. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

In addition to the Mayor & City Council, the following are asked to participate: City Administrator Jim Ristow, City Attorney Bree Robbins, Tahnee King, John Junger, Rob Ryan, Tom Zuk, Abby Incontro, Public Works Director Jeff Roberts, and Planning Director Chis Shewchuk.

**Motion** was made by Preister, seconded by Welch to adjourn from closed session and reconvene in regular session at 9:25 p.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Welch, seconded by Shannon, at 9:27 p.m. the meeting adjourned.

  
Susan Kluthe, City Clerk



\_\_\_\_\_  
Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on February 26, 2019; 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

56.2  
3-11-19

## MINUTE RECORD

Bellevue Planning Commission Meeting, February 28, 2019, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, February 28, 2019 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Cain, Aerni, Jacobson, Ackley, Cutsforth, Ritz, and Smith. Absent were Commissioners Casey and Perrin. Also present were Chris Shewchuk, Planning Director, and Tammi Palm, Land Use Planner.

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

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

Motion was made by Cutsforth, seconded by Cain, to approve the minutes of the January 24, 2019 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Shewchuk mentioned an email was received regarding Item 3a.

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

Jacobson explained the public hearing procedures

PUBLIC HEARING was held on a request to approve the Olde Towne Redevelopment Plan. Location: 204 – 210 West Mission Avenue (Lots 1 and 3, Civic Center Plaza) and 2216 – 2218 Franklin Street (Lots 4, 5, and 6, Block 181, Bellevue). Applicant: 1<sup>st</sup> City Development LLC.

Shewchuk advised an email was received from Brent Beller, attorney for the applicant, requesting a continuance to the March 28, 2019 Planning Commission meeting.

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

MOTION was made by Ackley, seconded by Cutsforth, to CONTINUE to the March 28, 2019 Planning Commission a request to approve the Olde Towne Redevelopment Plan. Location: 204 – 210 West Mission Avenue (Lots 1 and 3, Civic Center Plaza) and 2216 – 2218 Franklin Street (Lots 4, 5, and 6, Block 181, Bellevue). Applicant: 1<sup>st</sup> City Development LLC. Upon roll call, all present voted yes. MOTION carried unanimously.

**This item will be CONTINUED to PLANNING COMMISSION for PUBLIC HEARING on March 28, 2019.**

Motion made by Ackley, seconded by Cain, to approve the revised 2019 Uniform Review Schedule. Upon roll call, all present voted yes.

Meeting adjourned at 7:12 p.m.

*Shirley R. Harbin*

Shirley R. Harbin  
Planning Assistant



# MINUTE RECORD

56.3  
3-11-19

Bellevue City Council Meeting, February 11, 2019, Page 1

In the absence of Mayor Rusty Hike, a meeting of the Mayor and Council of the City of Bellevue was called to order by Council President Paul Cook at the Bellevue City Hall on the 14<sup>th</sup> day of February, 2019, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch.

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

Council President Cook led in the Pledge of Allegiance. Pastor Joseph Gastineau, Revival Tabernacle Church, 2226 Jefferson in Bellevue, gave the invocation.

## Open Meetings Act

Council President Cook 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 Burns, to approve the agenda.

**Motion** was made by Shannon, seconded by Stinson, to amend the Agenda, by removing Item 7a.3. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

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

## Approval of the Consent Agenda

**Motion** was made by Shannon, seconded by Welch, to approve the consent agenda which included the following: Approval of the Minutes from the January 28, 2019, City Council Meeting; Acknowledge receipt of the Minutes from the January 24, 2019, Planning Commission Meeting; Approve Appointment of Barbara Van Wassenhoben to the Planning Commission to fill an unexpired term ending June 2021; Approval of the Claims; Approval of the Extension Request for 2017 CDBG Council-approved Agreement with Habitat for Humanity of Sarpy County through February 27, 2020; Approval of the Extension Request for 2017 CDBG Council-approved Agreement with Heartland Family Services through February 27, 2020; Approval of the Extension Request for 2017 Council-approved Agreement with Bellevue Junior Sports Association through February 27, 2020; and Approval of the 2018 CDBG Subrecipient Agreement with Backyard Sports for \$26,825. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## ORGANIZATIONAL MATTERS:

### Approving the Mayoral Appointments – City Clerk: Susan Kluthe

**Motion** was made by Preister, seconded by Welch to appoint Susan Kluthe as City Clerk. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Preister and Cook both wished outgoing Clerk Sabrina Ohnmacht the best of luck and felt she had done an excellent job for the city.

### Approving the Mayoral Appointments – City Treasurer: Richard Severson

**Motion** was made by Preister, seconded by Welch to appoint Richard Severson as City Treasurer. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

### Approving the Mayor Appointments – In-house City Attorney: Alicia "Bree" Robbins

**Motion** was made by Welch, seconded by Stinson to appoint Alicia "Bree" Robbins as the In-house City Attorney, effective February 15, 2019.

Mr. Pat Sullivan thanked the community for being given the chance to serve this great city. He stated he always has provided legal advice on what Council needs to hear and not just what they want to hear. As we move forward, he hopes everyone will support Mayor Hike's appointment not just now but in the future.

Council President Cook thanked Mr. Sullivan for all his service. He feels Mr. Sullivan has done excellent work for the city and was satisfied with his legal advice.

Ms. Alicia "Bree" Robbins introduced herself and stated she was looking forward to working with the City. Council welcomed her aboard.



# MINUTE RECORD

Bellevue City Council Meeting, February 11, 2019, Page 2

Mr. Preister stated he would be abstaining from the vote because he felt he has not had the time to do his due diligence. He stated it has nothing to do with the candidate but he personally feels he isn't prepared to vote with a good conscious at this time.

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

## **SPECIAL PRESENTATIONS:**

### **Sarpy County Economic Development Corporation Update**

Mr. Andrew Rainbolt, with Sarpy County Economic Development Corporation, was present to give an update on economic indicators, objectives, and on the return of investments over the past year. He answered questions on the information presented to Council.

### **Beardmore Events Center of Bellevue Status Update**

Mr. Adam Daeges, General Manager and Ms. Rebecca Mumm, with the Beardmore Event Center were present to give an update on the number of events and a revenue analysis for 2018. Over the past couple of years, they have seen growth in events and revenue. It is anticipated they will continue to see more growth each year.

## **LIQUOR LICENSES: None**

## **ORDINANCES:**

### **Ordinance No. 3925: Rezoning Lots 1 through 121 and Outlots A through G, Belle Lago South, from AG and RG-50-PS to RG-50-PS for the purpose of single-family residential development Applicant: Boyer-Young Development General Location: Southeast of 48<sup>th</sup> Street and Capehart Road (Third Reading)**

Ordinance No. 3925, 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 48<sup>th</sup> Street and Capehart, more particularly described in Section 1 of the Ordinance and to provide an effective date, was read by title only for the third and final time.

**Motion** was made by Shannon, seconded by Welch, that Ordinance No. 3925 be adopted. Council President Cook asked "Shall Ordinance No. 3925 be passed and adopted?" and upon roll call the following voted yes: Stinson, Cook, Shannon, Preister, Burns, and Welch; voting no: none. Council President Cook proclaimed Ordinance No. 3925 passed and adopted.

**Motion** was made by Welch, seconded by Stinson to approve the preliminary plat of Lots 1 through 121 and Outlots A through G, Belle Lago South. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

### **Ordinance No. 3927: Amending the City Code to move the City Council Meetings to the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the Month, commencing May 7, 2019 (Third Reading)**

Ordinance No. 3927, an ordinance to amend Sections 2-26 and 2-29 of the Bellevue Municipal Code pertaining to time and location of regular City Council meetings, and the preparation of the agenda for regular Council meetings; to repeal Sections 2-26 and 2-29 as heretofore existing; to provide for the publication of this Ordinance in pamphlet form; and to provide for an effective date of this Ordinance, was read by title only for the third and final time.

**Motion** was made by Burns, seconded by Shannon, that Ordinance No. 3927 be adopted. Council President Cook asked "Shall Ordinance No. 3927 be passed and adopted?" and upon roll call the following voted yes: Stinson, Cook, Shannon, Preister, Burns, and Welch; voting no: none. Council President Cook proclaimed Ordinance No. 3927 passed and adopted.

### **Ordinance No. 3928: Amending Section 2-30 of the City Code pertaining to City Council Order of Business (Second Reading)**

Ordinance No. 3928, an ordinance to amend Sections 2-30 of the Bellevue Municipal Code pertaining to the City Council's order of business; to repeal such section as heretofore existing; and to provide for the effective date of this Ordinance, was read by title only for the second time and presented for public hearing.

Council President Cook asked for public comment.

Mr. Chuck Fredrick stated he is favor of filling a form out and sending to City Administrator so it can be on the agenda and it can be discussed. However, he is not in favor of having the public requests section at the end of meeting being removed from the agenda. He said the public has the right to come and be heard. Mr. Michael Wills stated he wasn't sure if he was in favor or against this change. In past history, he said there were City Administrators that would block requests from being on the agenda and what would happen if we would come across this again. Ms. Kathy Welch stated she feels they have addressed this issue because requests will go out to City Council members as well, so requests would not be ignored. She feels this is a better way to address the public's concerns by being able to respond and answer questions. Mr. Pat Shannon stated the purpose of Council meetings is to conduct city business and not just a time to gripe about things. He said he is undecided on this because he wants people to be able express their concerns or comments with the Council. Mr. Bob Stinson says he has spoke with lots of people and the ones he has talked to all say we should have both. He stated he was there to represent the people so he would vote "no," on how the ordinance stands now. Mr. Perry Guido spoke in favor of the Ordinance. He feels there are too many times when statements are made that are not accurate or true and no one can respond to it. He feels this damages Bellevue because people get the wrong impression of what is going on. He also stated there is no better way to have transparency than to hear both sides. Mr. Steve Draper said he had done some checking into when Public Requests to be Heard

# MINUTE RECORD

Bellevue City Council Meeting, February 11, 2019, Page 3

was added to the agenda. It was added in 1993 and until the last few years wasn't an issue. Everyone he has talked to wants the Public Requests to be Heard left on the agenda. Mr. Jim Moudry has the same concerns as some of the other speakers as far as the Administrator being able to block a request from being put on the agenda. He also feels it would be appropriate to add a section where the public can have something put on the agenda but to also leave a section at the end for the public to speak.

Council President Cook asked if there were any more comments from the public. With no one else coming forward to speak in support of or in opposition to the ordinance, Council President Cook declared the public hearing closed.

Mr. Pat Sullivan, City Attorney, made a few brief comments. He stated this issue has been coming up since he was appointed 12 years ago so it has not just been the last few years and, in his opinion, it is a violation of the Open Meetings Act and for this reason he feels the public requests to be heard section at the end of the meeting be removed from the order of business. Mr. Shannon suggested a Task Force be formed and meet with Administration to discuss the guidelines to see if we can improve it. Mr. Jim Ristow, City Administrator, stated he would meet with a couple of council members to discuss further.

Council President Cook stated the third and final reading of the ordinance will be heard at the next Council meeting on February 26<sup>th</sup>.

**Ordinance No. 3929: Sale of City Surplus Property, abandoned lift station (Second Reading)**

Ordinance No. 3929, 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 second time and presented for public hearing.

Council President Cook asked for public comment.

Mr. Jim Moudry asked about the fiscal impact on the property. Mr. Sullivan said the property is in need of lots of maintenance and improvements. Mr. Preister added it is bargain for the city not to have to deal with all the problems on this property anymore.

With there being no further comments from the public, Council President Cook declared the public meeting closed.

Council President Cook stated the third and final reading of the ordinance will be heard at the next Council meeting on February 26<sup>th</sup>.

**Ordinance No. 3930: Compensation Ordinance as Updated (Second Reading)**

Ordinance No. 3930, an ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 3901; and providing for an effective date.

Council President Cook asked for public comment. No one in the audience came forth to speak in favor of or in opposition to this ordinance. Council President Cook declared the public hearing closed.

Council President Cook stated the third and final reading of the ordinance will be heard at the next Council meeting on February 26<sup>th</sup>.

**Ordinance No. 3931: Request to vacate a portion of McCorkindale Avenue abutting Lot 2, W of RR ROW, Lots 3A2 & 3C, Pleasant Hill or Martin's Subdivision; Lot 10 & Lot 11, West of ROW, Pleasant Hill or Martin's Subdivision; and Lot W located in Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska (Second Reading)**

Ordinance No. 3931, an ordinance declaring the necessity, expediency and propriety of vacating a portion of McCorkindale Avenue abutting Lot 2, W of RR ROW, & Lots 3A2 and 3C, Pleasant Hill or Martin's Subdivision; Lot 10 & Lot 11, W of ROW, Pleasant Hill or Martin's Subdivision; and Tax Lot W, located in Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, not heretofore vacated, repealing all ordinances and all parts of ordinances in conflict herewith, and designating an effective date.

Council President Cook asked for public comment.

Mr. Craig Faulk was present on behalf of the applicant to answer any questions.

Council President Cook asked if there were any more comments from the public. With no one else coming forward to speak in support of or in opposition to the ordinance, Council President Cook declared the public hearing closed.

Council President Cook stated the third and final reading of the ordinance will be heard at the next Council meeting on February 26<sup>th</sup>.

**Ordinance No. 3932: Sale of City Surplus Property, located adjacent and north of 1303 Freeman Drive (Second Reading)**

An ordinance providing for the sale of certain real estate, the 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.



# MINUTE RECORD

Bellevue City Council Meeting, February 11, 2019, Page 4

Council President Cook asked for public comment. No one in the audience came forth to speak in favor of or in opposition to this ordinance. Council President Cook declared the public hearing closed.

Council President Cook stated the third and final reading of the ordinance will be heard at the next Council meeting on February 26<sup>th</sup>.

**Ordinance No. 3933: Rezoning the North ½ of the East 35.2' of Lot 2 and the North ½ of Lot 3, Tiller's Hillcrest Addition from BG and BGH to RS-84 Applicant: BJ Justice Location: 210 Galvin Road North (First Reading)**

Ordinance No. 3933, an ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 3619 by changing the zone classification of land located at or about 210 Galvin Road North, more particularly described in Section 1 of this 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 February 26<sup>th</sup>.

**Ordinance No. 3934: Annexing Tax Lot A2B, E1, E2, H1, J, K, and Parts of Tax Lots 1, D1, and D2, lying West of Abandoned Railroad Right-of-Way, Section 21, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska Applicants: Jose and Monica Ramirez Location: 2803 Childs Road West (First Reading)**

Ordinance No. 3934, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots and real estate lying within the boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on February 26<sup>th</sup>.

**Ordinance No. 3935: Rezoning Lots 1 and 2, Rancho La Estrella, from RS-72 to AG and RS-72 for the purpose of agricultural and residential uses Applicants: Jose and Monica Ramirez Location: 2803 Childs Road West (First Reading)**

Ordinance No. 3935, 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 2803 Childs Road West, 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 February 26<sup>th</sup>.

**Ordinance No. 3936: Annexing Sanitary Improvement District #147, Blackhawk, consisting of Lots 1 through 97 and Lots 101 through 152, Blackhawk; Lot 1, Whitfield's Blackhawk; and Lot 2, Oakhurst Replat One Applicants: City of Bellevue (First Reading)**

Ordinance No. 3936, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots and real estate lying within the below described boundaries, to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on February 26<sup>th</sup>.

**PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:**

**Public Hearing on the Event License Application from the MAK Throwers for Nebraska Celtic Festival 2019 in Haworth Park (Alternate site: Hastings Banner Park on April 6 and 7, 2019, from 7:00 a.m. to Sunset (City Clerk)**

Mr. Josh Haggin, with the MAK Throwers, was present to answer any questions.

Council President Cook opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. No one in the audience came forth to speak in support of or in opposition. Council President Cook declared the public hearing closed.

**Motion** was made by Preister, seconded by Shannon, to approve the Event License Application from the MAK Throwers for Nebraska Celtic Festival 2019 in Haworth Park (alternate site: Banner Park) on April 6 and 7, 2019, from 7:00 a.m. to Sunset. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch; voting no: none. Motion carried.

**Public Hearing on the Event License Application of Aim High Events for a half-marathon and 5k run on Saturday, April 27<sup>th</sup> in Haworth Park from 7:00 a.m. to 11:00 a.m. (City Clerk)**

Mr. Joe Ramos, was present to give a brief explanation of the event and answer any questions. He informed the Council the Charity Partner for this event is "Moving Veterans Forward."

Council President Cook opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. No one in the audience came forth to speak in support of or in opposition. Council President Cook declared the public hearing closed.

**Motion** was made by Shannon, seconded by Welch, to approve the Event License Application of Aim High Events for a half-marathon and 5k run on Saturday, April 27<sup>th</sup> in Haworth Park from 7:00 a.m. to 11:00 a.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, February 11, 2019, Page 5

**Public Hearing on the Event License Application of Freedom Running Company for a half-marathon, 10k, and 5k run to raise funds for the "War on Terror Memorial" on Saturday, May 18<sup>th</sup> using American Heroes Park, City Streets, and going onto Base from 4:00 a.m. to 12:00 p.m. (City Clerk)**

Ms. Jayme Ramos, owner of Freedom Running Company and Mr. Ed Frazier, organizer on the "War on Terror Memorial" were present to give a brief explanation of the event and to answer any questions.

Council President Cook opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. No one in the audience came forth to speak in support of or in opposition. Council President declared the public hearing closed.

**Motion** was made by Burns, seconded by Welch, to approve the Event License Application of Aim High Events for a half-marathon and 5k run on Saturday, April 27<sup>th</sup> in Haworth Park from 7:00 a.m. to 11:00 a.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Public Hearing on the Event License Application of the Bellevue Economic Enhancement Foundation, in Partnership with the Bellevue Chamber of Commerce, for "Riverfest" to be held in American Heroes and Haworth Parks on June 28<sup>th</sup> from 4:00 p.m. to 1:00 a.m. and June 29 from 6:00 a.m. to 1:00 a.m. (City Clerk)**

Mr. Duane Safarik, with the Bellevue Chamber of Commerce, was present to give a brief description of the event and answer questions.

Council President Cook opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition to the application. No one in the audience came forth to speak in support of or in opposition. Council President Cook declared the public hearing closed.

**Motion** was made by Welch, seconded by Burns, to approve the Event License Application of the Bellevue Economic Enhancement Foundation, in partnership with the Bellevue Chamber of Commerce, for "Riverfest" to be held in American Heroes and Haworth Parks on June 28<sup>th</sup> from 4:00 p.m. to 1:00 a.m. and June 29<sup>th</sup> from 6:00 a.m. to 1:00 a.m. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Public Hearing on the One-and-Six Year Street Plan (Street Superintendent)**

Mr. Bobby Riggs, Street Superintendent, was present to provide an overview of the road and street projects identified in the plan and to answer questions.

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

Mr. Jim Moudry talked about the costs of the 36<sup>th</sup> Street Projects and asked if the increased costs were accounted for in this plan. Mr. Riggs stated all revised costs have been accounted for. Mr. Moudry thinks this project will be a challenge to pull off. Mr. Jeff Roberts, Public Works Director, gave some clarity on the cost of the project by stating the amount is over a 5-year period.

With no one else in the audience coming forth to speak in support of or in opposition. Council President Cook declared the public hearing closed.

**Motion** was made by Welch, seconded by Shannon to approve Resolution No. 2019-03: One-and-Six Year Plan. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**RESOLUTIONS:**

**Resolution 2019-02: The Bellevue Bicycle Club – Annual Ride of Silence**

Mr. John Perrin, representing the Bellevue Bicycle Club, was present to explain this event and to answer questions.

A brief Council discussion ensued.

**Motion** was made by Shannon, seconded by Welch, to approve Resolution 2019-02: The Bellevue Bicycle Club – Annual Ride of Silence subject to receiving a Certificate of Insurance. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**Resolution 2019-04: Bond Reimbursement Resolution for 2019 Paving Improvements**

**Motion** was made by Welch, seconded by Burns, to approve Resolution 2019-04: Bond Reimbursement Resolution for 2019 Paving Improvements. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

**CURRENT BUSINESS:**

**Approving the Proposal for Ordinance Codification from American Legal Publishing Corporation**

**Motion** was made by Shannon, seconded by Burns, to approve and authorize the Mayor to sign the proposal for Ordinance Codification with American Legal Publishing Corporation. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

# MINUTE RECORD

Bellevue City Council Meeting, February 11, 2019, Page 6

## **Approving the Remount of Two Medic Units on Ford 550 Chassis for \$146,717 each, for an estimated total of \$293,434**

**Motion** was made by Shannon, seconded by Burns, to approve remounting the two medic units on Ford 550 Chassis for \$146,717 each, for an estimated total of \$293,434. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

## **ADMINISTRATION REPORTS:**

Council President Cook asked if there were any questions for the City Administrator or any of the Directors on the report presented. Shannon commented on Sabrina Ohnmacht's report and stated he felt her farewell was a class act.

## **PUBLIC REQUESTS TO BE HEARD:**

Council President 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. Michael Wills** stated he was sorry to see Mr. Sullivan leave and felt he did a wonderful job for the City. As a tax payer he thanked him for his great service to the community. He also stated he was sorry to see Sabrina Ohnmacht leaving and said she always did a great job helping him when he was in the office.

**Mr. Chuck Fredrick** thanked Public Works stating the crews did a great job plowing the streets. He also said if anyone thinks he has misspoken to contact him and he would apologize if he was wrong.

Council President Cook asked for additional comments from the public. No one came forward to speak. Council President Cook 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 Preister, seconded by Welch, at 8:28 p.m. the meeting adjourned.

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Susan Kluthe, City Clerk

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Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on February 11, 2019; 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.

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City Clerk



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

5b.4  
3-11-19

COUNCIL MEETING DATE:	March 11, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CMS</i>		SPECIAL PRESENTATION <input type="checkbox"/>
		LIQUOR LICENSE <input type="checkbox"/>
		ORDINANCE <input type="checkbox"/>
		PUBLIC HEARING <input type="checkbox"/>
		RESOLUTION <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/>
		OTHER (SEE CLERK) <input checked="" type="checkbox"/>

SUBJECT:

Complete Streets Annual Report

SYNOPSIS:

The attached report includes activities undertaken by both City staff and the Citizen Complete Streets Advisory Panel to further advance complete streets principles within the city.

FISCAL IMPACT:

None

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

Ordinance No. 3921, which updated the City's Complete Streets Policy, requires an annual report from the City Administrator to the City Council showing the progress made in implementing complete streets.

ATTACHMENTS:

1	Complete Streets Annual Report	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
*[Signature]*  
*A. Bruce Borklin*

In accordance with Ordinance No. 3921, the City Administrator is required to provide the City Council with an annual report showing the progress made in implementing complete streets. During 2018, Complete Streets activities were conducted by city staff (Planning and Public Works Departments) and the Citizens Complete Streets Advisory Panel.

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

- Staff attendance at Citizens Complete Streets Advisory Panel meetings
- Participation in various MAPA committees including the Coordinated Transit Committee and others
- Continued work on the design of 36<sup>th</sup> Street improvements. Final design began in January 2018. The right-of-way process and plan finalization will continue through 2019.
- Membership on the MAPA Transportation Technical Advisory Committee and attendance at monthly meetings
- American Heroes Park Phase 6 – Construction began in late September and is expected to be completed in May 2019. This phase will include trails from the lake to the north nature trail and a connection to Haworth Park.
- Fairview South 2 Subdivision – Construction is continuing. Design includes trail connections in the subdivision.
- Lion's Gate Subdivision – Construction is continuing. Design includes trail connection along South 48<sup>th</sup> Street in addition to trails throughout a proposed park area.
- Falcon Pointe Subdivision – Construction began and is continuing. Design includes trail connection along South 48<sup>th</sup> Street in addition to trails throughout a proposed park area.
- Belle Lago/Belle Lago South – preliminary plat includes trail connection to Clearwater Falls, as well as trails throughout the subdivision which provide connections to future projects.
- Constructed 80 ADA curb ramps during the annual overlay and concrete projects.
- The Street Department constructed 18 ADA curb ramps as part of their routine maintenance work.
- Constructed approximately 1000 linear feet sidewalk along the east side of Betz Road and south side of Englewood Drive connecting the Harlan Drive corridor with Everett Park.
- Designed approximately 1600 linear feet of sidewalk and 28 ADA curb ramps along Valley View, 39<sup>th</sup>, and 41<sup>st</sup> Avenues to be constructed in 2019 utilizing CDBG funding.
- Attended sessions at a statewide planning conference regarding complete streets and connectivity in cities.
- Applied for, and received, grant money from the Papio-Missouri River NRD for a B-Cycle project.
- Attended meetings of the MAPA Transportation Safety Workshop.
- Attended workshops for the Metro Transit Development Plan Community Partners.
- Worked with City Council to update the Complete Streets ordinance.

In 2019, it is the intent of City staff to continue working with the Citizen Complete Streets Advisory Panel and others involved in transit planning to implement complete streets principles wherever possible, including road improvement projects and new subdivisions.

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

- The miles of bicycle routes created – no new routes were signed in 2018; however, this is an on-going project and new routes will be signed as determined by the CCSAP and City staff.
- New linear feet of pedestrian accommodation – The City constructed approximately 1000 linear feet sidewalk along the east side of Betz Road and south side of Englewood Drive connecting the Harlan Drive corridor with Everett Park. As infrastructure improvements continue in Fairview South 2, Hyda Hills 2, Liberty Phase I, Spring Ridge, Lion's Gate, Belle Lago, Falcon Pointe, and Cedar Grove Phase II, new sidewalks will be installed on all streets.
- Increase in use of public transportation, bicycling, and walking – METRO reported a decline of approximately 34% in ridership from 2017 to 2018 for the 95 Express route serving Bellevue. This follows a trend of an overall system-wide decrease in express route ridership from 2017 to 2018. Monthly ridership information from METRO is attached.
- The miles of connection added between trails - the Lion's Gate, Falcon Pointe, and Belle Lago subdivisions are installing approximately three-quarters of a mile of trails along the South 48<sup>th</sup> Street corridor as part of their infrastructure. These trails will connect with the existing South 48<sup>th</sup> Street trail, adjacent to the Cedar Grove subdivision. Additional trails have been approved as part of the Belle Lago South subdivision, which will connect with the Clearwater Falls trail.
- The increased efficiency of traffic flow through the use of sophisticated traffic control devices, turn lanes, traffic circles, and the leveling or decrease of transportation-related accidents – the Public Works Department continues to monitor signal timing and traffic flow at the busy intersections of 25<sup>th</sup> St./Highway 370, 36<sup>th</sup> St./Highway 370, and 15<sup>th</sup> St./Cornhusker Rd., and adjusts as needed.

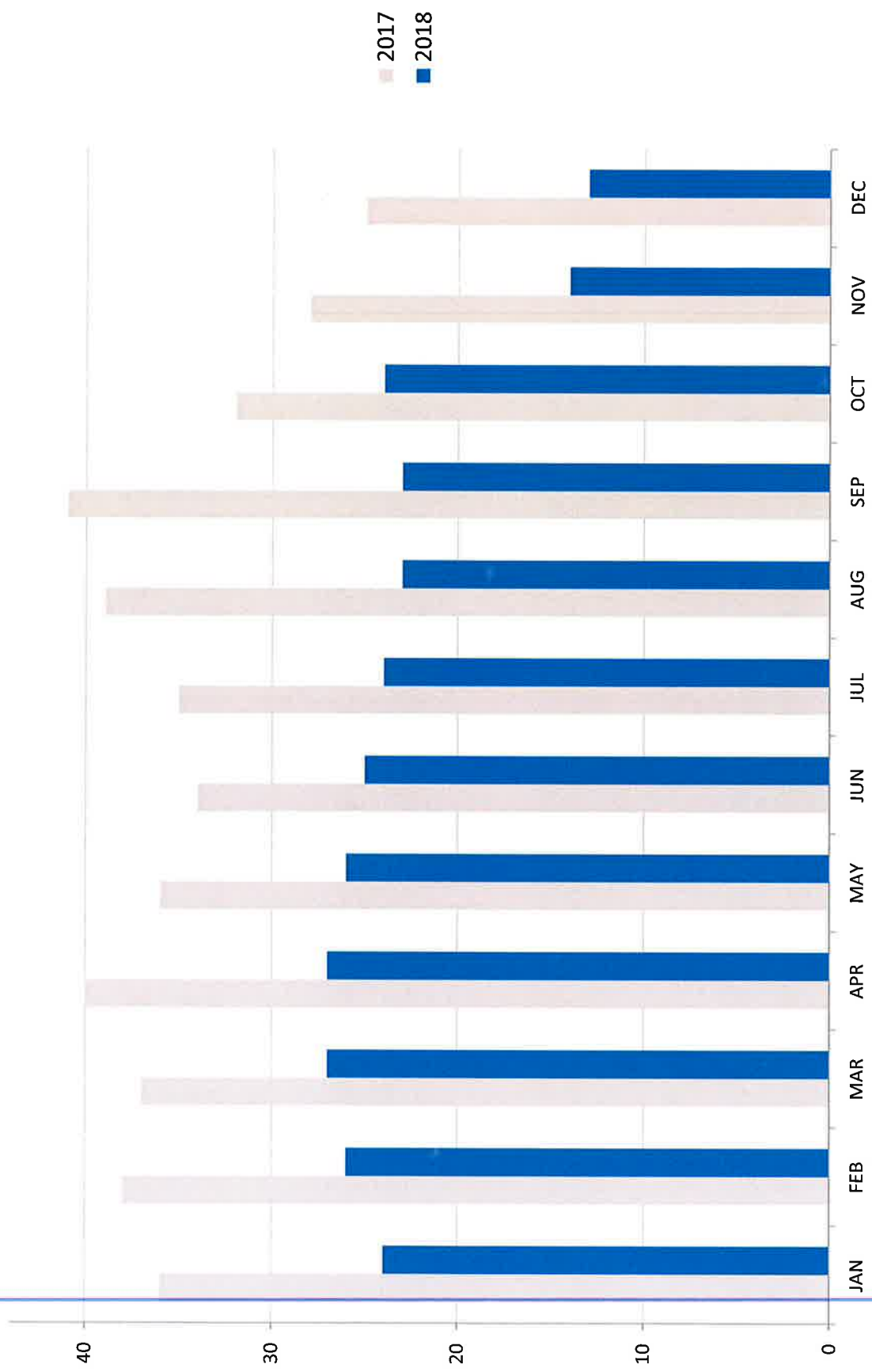


95 Express Avg Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2017	36	38	37	40	36	34	35	39	41	32	28	25	421
2018	24	26	27	27	26	25	24	23	23	24	14	13	276
% Change	-33.3%	-31.6%	-27.0%	-32.5%	-27.8%	-26.5%	-31.4%	-41.0%	-43.9%	-25.0%	-50.0%	-48.0%	-34.4%

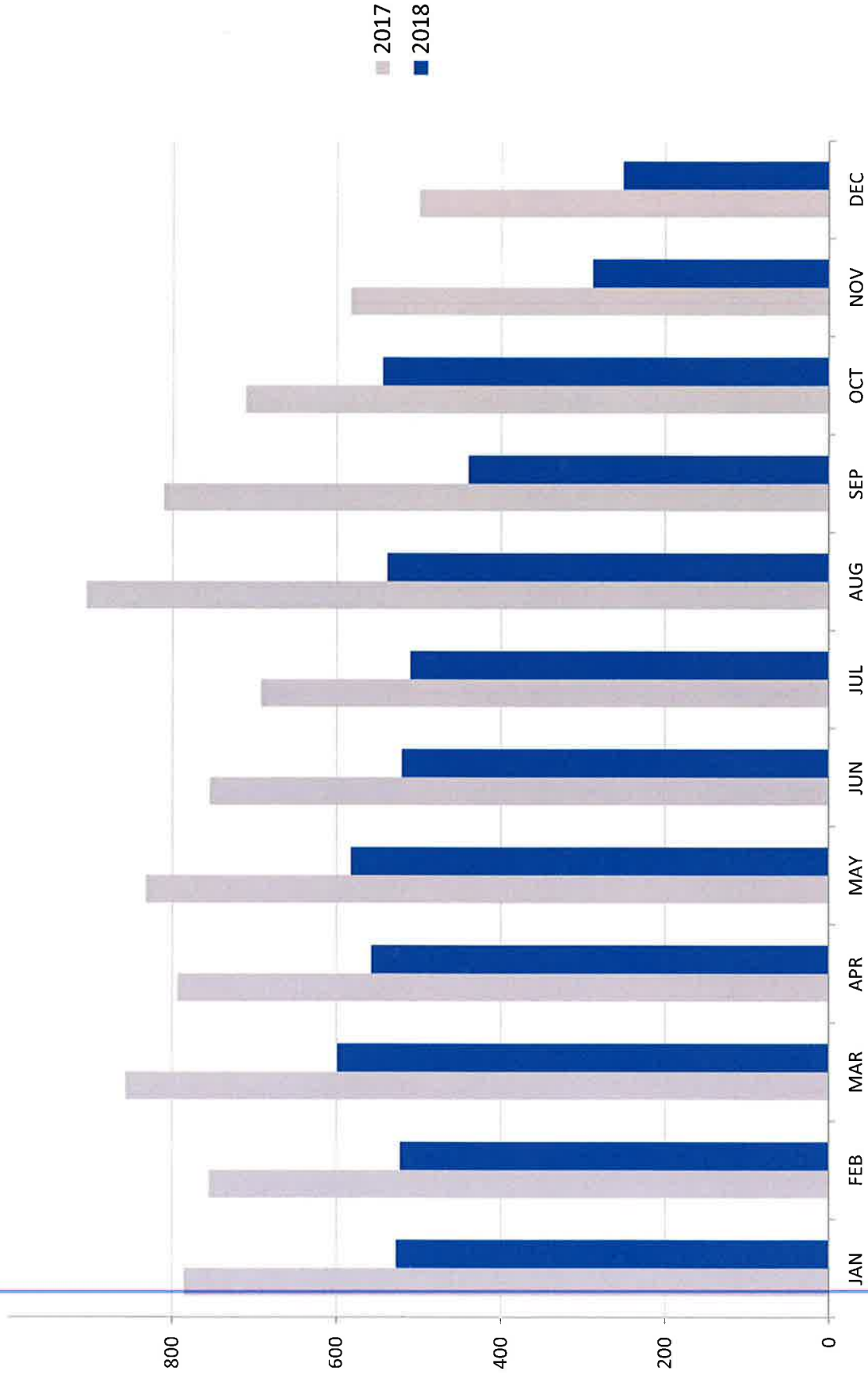
95 Express Total Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2017	786	756	857	794	832	755	693	905	811	712	583	500	8,984
2018	527	522	599	557	582	520	510	538	440	544	288	251	5,878
% Change	-33.0%	-31.0%	-30.1%	-29.8%	-30.0%	-31.1%	-26.4%	-40.6%	-45.7%	-23.6%	-50.6%	-49.8%	-34.6%

All Express Avg Ridership	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2017	473	488	476	479	441	445	445	458	457	427	409	351	5,349
2018	395	408	373	406	400	423	382	389	414	394	339	301	4,624
% Change	-16.5%	-16.4%	-21.6%	-15.2%	-9.3%	-4.9%	-14.2%	-15.1%	-9.4%	-7.7%	-17.1%	-14.2%	-13.6%

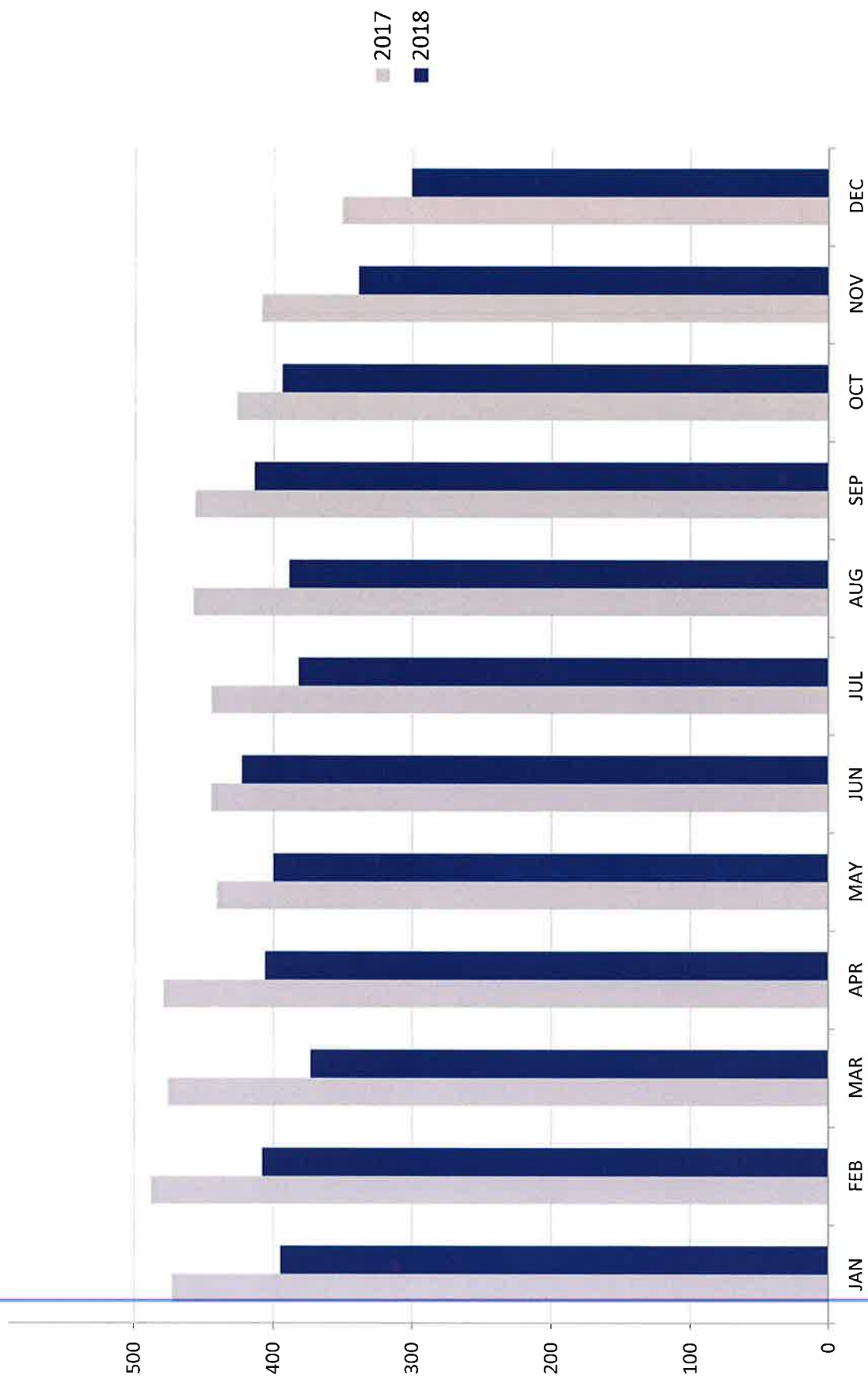
## Bellevue Express - Average Weekday Ridership



## Bellevue Express - Total Monthly Ridership



## All Express Routes - Average Weekday Ridership





## ***Bellevue Citizen Complete Streets Advisory Panel (CCSAP) 2018 Report***

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

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

CCSAP Accomplishments for 2018 include:

- Conducted CCSAP work meetings with recorded and posted minutes. Available minutes are attached.
  - Compiled and submitted the 2018 CCSAP Report to the City Council.
  - Researched complete streets policies locally as well as nationwide.
  - Attended and presented to the Planning Commission and City Council regarding the Complete Streets ordinance update.
  - Participated in discussions with Heartland B-cycle regarding potential Bellevue locations.
  - Attended Heartland 2050 meetings and national conference
  - Communicated with city staff regarding Smart Growth America, Goal Zero, Smart Cities, Smart Grid, and the American Public Transportation Association.
  - Discussed riverfront and east Offutt trail options with city staff.
  - Attended the Bike/Walk Summit – Omaha
- CCSAP members performed 153 hours of professional service:
- Total year contribution of labor is \$3,778
  - Total cumulative contributions value is \$40,273

CCSAP volunteers:

John Perrin, Safety  
Leland Jacobson, Safety and Technology  
Lisa Pietsch, Education  
Tara Baumgartner, Safety  
Mike Wagster, Offutt Liaison/Safety

Supported by:

Don Preister, Councilman  
Tammi Palm, Land Use Planner  
Dean Dunn, Public Works Engineering Manager

## **CCSAP Meeting Minutes**

### **January 18, 2018**

The Citizen Complete Streets Advisory Panel held a regular meeting on Thursday January 18, 2018 at 4:30 p.m. in the Planning Department conference room. Present were members John Perrin, Mike Wagster, Tara Baumgartner, and Lisa Pietsch. Tammi Palm, Planning Department, and Dean Dunn, Public Works, were also present.

Dean Dunn, Public Works Engineering Manager, explained the city's plan for the newly created sidewalk districts. Discussed occurred as to how the plan would be implemented, as well as the expenses associated with constructing sidewalks.

Conversation was had in regards to the next construction phase for American Heroes Park. Dean showed the panel a master plan, and explained the different construction phases. As part of the next construction phase set to begin later this year, a trail will be constructed to connect American Heroes Park and Haworth Park.

Dean provided an overview of the city's main street projects scheduled to begin this year. He also briefed the panel on the status of the 36<sup>th</sup> Street widening project.

Tammi provided an update on the levee construction.

Tammi indicated city hall is scheduled to begin moving in February to the 1500 Wall Street building.

The topic of the B Cycle Dash was discussed. Tammi indicated she had contacted Ben Turner last week. Ben had advised he was exploring the idea of companies other than B Cycle. Ben said some of the other companies he's looking at have leasing options versus having to buy the equipment. This would result in a significant cost reduction; however, would result in some compatibility issues with the B Cycle network and fixing the equipment. Tammi stated Ben was to contact her next week after he had a chance to meet with one of the companies and he would provide an update.

John Perrin inquired about Smart Cities. Tammi stated staff had an initial meeting on this topic tomorrow, so she would be able to provide more information after that time.

Lisa initiated conversation regarding an educational biking event for children in the community. She stated the Bellevue Bicycle Club (BBC) is interested in putting together an event which would promote bicycle safety and possibly provide free helmets. Lisa mentioned American Heroes Park with the new trails would be a good area to have such an event. Discussion followed on the best course of action to coordinate with city officials to do so.

The panel discussed the CCSAP website and Facebook page. Both are inactive at this time. GoDaddy fees are due if the group wants to continue the webpage. John suggested it is the city's responsibility to promote complete streets projects and the benefit of complete streets principles; not the panel members. Conversation regarding this matter followed. Without a clear consensus, the panel members decided to table the discussion and revisit at a later date. It was encouraged further ideas and discussion could also happen via email between meetings.

Tammi requested the panel members forward their 2017 volunteer hours to her so she can complete the annual report. The annual report is typically done for one of the February city council meetings.

Meeting adjourned at 6:00 p.m.

Next meeting: April 19, 2018 at 4:30 p.m.

## **CCSAP Meeting Minutes**

### **May 17, 2018**

The Citizen Complete Streets Advisory Panel held a regular meeting on Thursday May 18, 2018 at 4:30 p.m. in the Planning Department conference room. Present were members John Perrin, Mike Wagster, and Tara Baumgartner. Tammi Palm, Planning Department, was also present.

Tammi provided updates on upcoming Public Works projects such as:

- Phase 6 of American Heroes Park. This phase will provide a trail connection to Haworth Park.
- 36<sup>th</sup> Street widening. Public Works hopes to have 90% of the final design done by July, with right-of-way acquisition starting in September. This would put the beginning of construction in November 2019.
- 25<sup>th</sup> Street bridge replacement south of Capehart Road. This project may not get started this construction season, but is slated for Spring 2019 otherwise. The bridge replacement will include a trail on one side of 25<sup>th</sup> Street and a sidewalk on the other. This area is busy due to the popular Tregaron Towne Centre Drive retail area and the Offutt AFB Clinic.
- Sidewalk districts. The Public Works Department will look at securing an engineering firm to work on these projects going forward.
- CDBG funds. The Public Works Department has applied for funding for sidewalks in northwest Bellevue (Valley View/High Meadows Lane, 19<sup>th</sup> Street north of Chandler, and Sydney Street areas)

Tammi stated she applied for a grant fund match for the B Cycle Dash project through the Papio-NRD. She has not heard yet if any money will be awarded to this project. Tammi stated she has had conversations with City Administrator Joe Mangiamelli about including B Cycle Dash in the upcoming 2018-2019 budget. Conversation followed regarding the Complete Street Panel's possible involvement in this. The Panel agreed B Cycle would benefit Bellevue as it would encourage activity, provide recreation, be an economic development draw, as well as complete the transportation offerings of the city. Some questions came up regarding the Dash product. These included: compatibility with existing B Cycle products, and keeping track of the bikes (i.e. making sure they don't end up at someone's property for their personal use). Tammi stated the compatibility issue is still being worked out by B Cycle, as the Dash is their newest product. She indicated she would check with Ben Turner at Heartland B Cycle regarding the procedure for tracking the bikes. Potential B Cycle station sites and number of bikes were also discussed. Tammi stated she would like the Panel's input as this project moves forward.

Tammi advised Metro Transit is working on their 6 Year Transit Development Plan. Planning Staff from the various Sarpy County agencies have been involved. The purpose is to understand Sarpy County's transit needs for the next six years.

Discussion was initiated regarding whether or not a bike can trigger a traffic signal sensor. The Panel discussed the difficulty of navigating busy intersections around the city. John mentioned [www.cyclingsavvy.org](http://www.cyclingsavvy.org) is an excellent resource for cycling safety.



There was also conversation regarding vehicle parking on Bellevue Boulevard and how difficult it is in some areas for pedestrians and cyclists to navigate as a result.

Meeting adjourned at 5:50 p.m.

Next meeting: July 19, 2018 at 4:30 p.m.

## **CCSAP Meeting Minutes**

### **July 19, 2018**

The Citizen Complete Streets Advisory Panel held a regular meeting on Thursday July 19, 2018 at 4:30 p.m. in the Planning Department conference room. Present were members John Perrin, Mike Wagster, and Tara Baumgartner (via phone conference). Tammi Palm, Planning Department, was also present.

Tammi updated the Panel as to an ordinance being proposed to repeal the city's complete streets ordinance in its entirety. Council member Jim Moudry has indicated his plans to introduce this proposal at the August 13<sup>th</sup> City Council meeting. City Administrator Joe Mangiamelli has discussed this with Planning and Public Works staff; none of whom are in favor of repealing the ordinance. City Administrator Mangiamelli gave permission for this information to be shared with the CCSAP.

Perrin indicated it would be helpful to have stats on how complete streets helps the city grow. There was also discussion as to which neighboring cities have similar ordinances intact. Perrin stated he had told the Bellevue Bicycle Club Board of Director's about this proposal. There was discussion amongst the group about how to handle a city council public hearing if this request gets that far. There was a consensus the complete streets ordinance should not be inclusive to cyclists; all groups should be represented (pedestrians, cyclists, public transportation, handicapped community, etc.). There was also discussion about whether eliminating a trail or sidewalk is really a cost savings on a large project such as the 36<sup>th</sup> Street widening. Palm stated there is some question as to whether or not trails and/or sidewalks are required when using state or federal funds for street projects. It was also pointed out the complete streets ordinance ensures thoughtful consideration by the Panel members; not only city staff.

After much conversation on the topic, it was decided the Panel would not do anything at this point regarding the proposed ordinance. If and when this item goes to public hearing, the Panel will be prepared to address it at that time.

Tammi initiated conversation regarding the B-Cycle project. She stated the city's grant request through the NRD was denied; however, the NRD expressed interest in funding half of the project in their annual budget. Additionally, money will be requested in the city's budget this fall. Discussion followed on the B-Cycle locations. Tara suggested rather than Haworth Park, the city consider a location at Bellevue University. John requested camping stats for Haworth Park for a typical season. It was also discussed it would be good to have stats for how many games occur at the ballfields. Conversation also occurred regarding the possibility of having the Dash product at the riverfront in the summer months, and relocating to Bellevue University during the school year. Tammi suggested having Ben Turner attend the next regular CCSAP meeting this fall to further discuss B-Cycle and perhaps bring a Dash bike in for everyone to look at.

The issue of wayfinding signs was mentioned. Tammi stated she would check with Public Works to see if this was a possibility. The Panel brainstormed on some possible locations for these signs, to

include: Olde Towne (American Heroes Park, Haworth Park, Sarpy County Museum, Presbyterian Church, log cabin, etc.), Fontenelle Forest, and Bellevue University.

Mike discussed the upcoming plans to accommodate people riding their bikes to the Offutt Air Show August 11<sup>th</sup> and 12<sup>th</sup>. People will be directed to ride the trail to 13<sup>th</sup> Street/Capehart Road area, and then come in through the Stratcom Gate. There will be a bike valet service available.

Meeting adjourned at 5:35 p.m.

Next meeting: TBD after coordinating with Ben Turner @ Heartland B-Cycle

## **CCSAP Meeting Minutes**

### **October 18, 2018**

The Citizen Complete Streets Advisory Panel held a regular meeting on Thursday October 18, 2018 at 4:30 p.m. in the Planning Department conference room. Present were members Tara Baumgartner and Leland Jacobson. Tammi Palm, Planning Department, was also present.

Tammi introduced Leland Jacobson as the newest member of the CCSAP. Leland is the Planning Commission Chairman, and also has interest in complete streets and smart cities. Leland will be a great addition to the group.

Tammi provided updates on B-Cycle. B-Cycle recently was awarded a matching fund from the Papio NRD to be used for implementation of the project. In recent budget hearings, B-Cycle was not specifically approved for funding by the city. Tammi has discussed this with Ben Turner (Heartland B-Cycle), as well as City Administrator Joe Mangiamelli. CA Mangiamelli indicated at this point it was best to have a conversation with the new city administration after the upcoming election. Ben Turner had stated B-Cycle is having a lot of problems currently with its Dash product (which is what the city was proposing to use). He indicated B-Cycle is moving toward electric bicycles and supporting that movement. Ben suggested he would have a better understanding of the future of the Dash and the direction of B-Cycle with the electric bicycles over the next few months. Tammi will discuss the project with the new mayor and city administrator after the first of the year. She will also coordinate with Ben Turner and Eric Williams at the NRD.

Tammi provided an update from Public Works regarding the sidewalk districts. She passed along that a proposal is going out for design work in the northwest portion of Bellevue.

American Heroes Park and the existing trail were discussed. Leland previously worked for OPPD (Omaha Public Power District) and mentioned he knows from experience in walking the area along the river there is an existing path which would work well for a trail from Fontenelle Forest to the area of the former Kramer Power Plant. He stated with some minimal maintenance this could be a great addition and provide a nice connection between the two areas. Tammi stated she would discuss this with Parks/Public Works.

The complete streets ordinance was discussed. City Council directed staff to revise the ordinance and have it go through the public hearing process before Planning Commission and City Council. Staff will work on this over the course of the next month. Leland provided suggested revisions which were discussed. Tara indicated the current ordinance is very soft and not specific enough. She also suggested the ordinance contain language which holds the city accountable to make specific areas safer.

There was discussion regarding dissemination of complete streets information to the public. It was suggested there be a link on the city's website to the CCSAP minutes and reports. Tammi will discuss with staff and work on getting this done.

Meeting adjourned at 5:30 p.m.

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Next meeting: January 17, 2019 at 4:30 p.m. in the Planning Department Conference Room

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3-11-19

## CLAIMS FOR MARCH 11, 2019

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### CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	100.07
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	2,924.35
NE STATE LIBRARY Pubs OFFICE	UPDATED STATUTE BOOKS	144.50
		<b>\$ 3,168.92</b>

### LEGAL

LEAGUE OF NEBRASKA MUNICIPALITIES	MIDWINTER CONFERENCE	814.00
INDOFF	OFFICE SUPPLIES	9.84
J P COOKE COMPANY	NAME PLATE FOR CHAMBER	22.80
NE STATE LIBRARY Pubs OFFICE	UPDATED STATUTE BOOKS	144.50
		<b>\$ 991.14</b>

### CABLE ADVISORY

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	3,857.20
		<b>\$ 3,857.20</b>

### CITY CLERK

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	2,681.91
NE STATE LIBRARY Pubs OFFICE	UPDATED STATUTE BOOKS	144.50
SOUTHEAST AREA CLERKS' ASSOCIATION	MEMBERSHIP DUES-CLERK	10.00
		<b>\$ 2,836.41</b>

### FINANCE/RISK MANAGEMENT/SAFETY

AMAZON.COM, LLC	LASER POINTER, OFFICE SUPPLIES	212.82
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	56.15
CNA SURETY	TREASURERS'S SURETY BOND TO 2020-4-24	500.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	8,144.23
HANEY SHOE STORE	SAFETY SHOES-WOODMAN 2018	144.99
INDOFF	OFFICE SUPPLIES	470.97
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
		<b>\$ 9,559.16</b>

### LIBRARY

AMAZON.COM, LLC	BOOKS, OFFICE SUPPLIES, VIDEOS, BOOKCASE	1,821.19
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	7,540.89
INGRAM LIBRARY SERVICES	BOOKS	2,006.43
NEOFUNDS BY NEOPOST	REFILL POSTAGE METER	650.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-25	1,844.59
WALMART COMMUNITY	SUPPLIES	7.88
		<b>\$ 13,870.98</b>

### ADMINISTRATIVE SERVICES/PERSONNEL

CREATIVE RISK SOLUTIONS	WORK COMP CLAIM FEES-JAN 2019	250.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	12,669.43
INDOFF	OFFICE SUPPLIES	23.75
		<b>\$ 12,943.18</b>

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### PUBLIC WORKS

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	6,148.52
NEBRASKA IOWA SUPPLY CO	DIESEL FUEL	19,314.90
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-14	171.70
		<b>\$ 25,635.12</b>

### PARKS

AMAZON.COM, LLC	OFFICE SUPPLIES	249.78
BIG RED LOCKSMITHS	KEYS	21.00
CREATIVE RISK SOLUTIONS	WORK COMP CLAIM FEES-JAN 2019	1,550.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	12,380.42
GCR TIRES & SERVICE	SKID STEER NEW TREADS	975.56
MENARDS	TORCH KIT, KNIFE, BUTANE, PAINT	205.11
MICHAEL TODD & COMPANY	FORMED CUTTING EDGES FOR PLOWS	1,405.28
NEBRASKA IOWA INDUSTRIAL FASTENERS	CARRIAGE BOLTS, NUTS	168.44
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-25	3,804.10
P&M HARDWARE	ICE MELT	1,680.00
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WALMART COMMUNITY	ICE MELT	446.32
		<b>\$ 22,899.43</b>

### RECREATION

BECKY DUNAWAY	REFUND SPRING FLAG FOOTBALL	35.00
BRAYDEN LAIR	REFUND SPRING FLAG FOOTBALL	35.00
CSI-SOUTH SIDE PRESS	RECREATION SUMMER BROCHURES	1,548.25
DEPARTMENT OF HEALTH & HUMAN SERVICES	RENEW SWIMMING POOLS PERMITS	160.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	2,109.96
OMAHA SCHOOL FOUNDATION	AD FOR FLYER FOR SUMMER	75.00
PAY-LESS OFFICE SUPPLY	STACKING CHAIRS	596.16
		<b>\$ 4,559.37</b>

### BUILDING MAINTENANCE

BURTON PLUMBING SERVICES	REPAIR WATER SERVICE-FAIRVIEW	2,200.00
CARPENTER PAPER CO	JANITORIAL SUPPLIES	444.15
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	8,083.14
GALVIN GLASS	REFLECTIVE GLASS FOR SOUND ROOM	255.00
HILLYARD	JANITORIAL SUPPLIES	294.20
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	163.88
MENARDS	LUMBER, SHIMS, BATTERIES, SHOVELS, DOWELS, FILTERS, GLOVES, SUPPLIES	433.09
MIDWEST WOODWORKERS	TABLE SAW PARTS	158.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-25	1,587.97
OVERHEAD DOOR COMPANY	COIL CORD	168.00
PLIBRICO REFRACTORY CONSTRUCTION	SERVICE CALL-1510 WALL ST	479.55
PLIBRICO REFRACTORY CONSTRUCTION	SERVICE CALL-NO HEAT-1500 WALL ST	1,421.00
SAPP BROS PETROLEUM	PROPANE	437.12
SUPPLYWORKS	JANITORIAL SUPPLIES	987.14
TRICO MECHANICAL SERVICES	AC MAINTENANCE-STREET	77.75
VOGEL WEST	PAINT	271.34
WESTLAKE ACE HARDWARE	CAULK, 2 CYCLE OIL	7.97
		<b>\$ 17,469.30</b>

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## CLAIMS FOR MARCH 11, 2019

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### CEMETERY

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	1,506.62
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-25	894.26
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOOR ENGRAVING	50.00
		<b>\$ 2,450.88</b>

### STREETS

AMAZON.COM, LLC	HP OFFICEJET PRINTER, SUPPLIES	137.77
CREATIVE RISK SOLUTIONS	WORK COMP CLAIM FEES-JAN 2019	250.00
DC ELECTRIC/HEARTLAND LIGHTING	REWIRE DECORATIVE LIGHTS-OLD TOWNE	2,700.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	37,108.89
IDEAL PURE WATER COMPANY	BOTTLED WATER	69.00
LYMAN RICHEY SAND & GRAVEL	SAND	5,630.89
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	120.84
MD SOLUTIONS, INC	BRACKETS FOR SIGNS	575.00
MENARDS	CONCRETE MIX	3.09
METRO LEASING	8725-ASPHALT RECYCLER	3,804.06
METRO LEASING	8695 CRACK SEALING MACHINE	20,274.31
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-25	14,657.91
PRECISE MRM LLC	POOLED DATA PLAN	1,054.45
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<b>\$ 86,399.63</b>

### FLEET MAINTENANCE

911 CUSTOM, LLC	COMPUTER MOUNT AND KEYBOARD	827.33
ALLIED OIL & TIRE COMPANY	OIL	737.50
ARROW TOWING	HEAVY DUTY TOW	375.00
ASPEN EQUIPMENT CO	TRIP MOUNT EARS FOR SNOW PLOWS, CYLINDERS	5,895.27
AUTO VALUE PARTS - SOUTH OMAHA	PARTS	175.34
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS	1,221.46
BAUM HYDRAULICS CORP	FLANGE, PARTS	268.64
BAXTER CHRYSLER DODGE JEEP	PEDALS	226.50
BAXTER FORD	NUTS, BOLTS MIRRORS, MOULDING, LENS, PLATES, BRACKETS	1,533.04
BELLEVUE TIRE & AUTO SERVICE	TIRES	859.54
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	28.30
CLAYS PUMP & METER	ADAPTER PADS	174.80
CORNHUSKER INTERNATIONAL TRUCKS	BEARINGS, SWITCH, SENSOR, CONNECTORS, WORK DONE ON ST 117	1,126.36
DANKO EMERGENCY EQUIPMENT	VALVE HANDLES, METAL BALLS, QUICK BAR AXE MOUNT	3,392.79
DULTMEIER SALES LLC	PUMP	336.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	19,510.81
FACTORY MOTOR PARTS CO	OIL	50.52
FARM PLAN	SCREEN, SCOOP, THROTTLE CABLE, BOOT, FLOODLAMP, BLADE	653.61
GCR TIRES & SERVICE	SERVICE CALL	286.21
HOSE & HANDLING, INC	RUBBER GASKET	5.04
INDOFF	OFFICE SUPPLIES	105.89
INLAND TRUCK PARTS CO	DUST SHIELD, CLUTCH PUMP, SLIP YOKE, TUBE SHAFT	1,594.40
INTERSTATE ALL BATTERY CENTER	BATTERIES	11.99
INTERSTATE POWER SYSTEMS, INC	ECM REPAIRS-ENG41	3,231.10

# MINUTE RECORD

## CLAIMS FOR MARCH 11, 2019

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### FLEET MAINTENANCE (cont'd)

JIM HAWK TRUCK TRAILERS	PIGGY BACK KIT, CARTRIDGE, SEALS, TRUCK CABLE	301.37
KRIHA FLUID POWER CO	SWIVEL ADAPTER, ELBOWS	396.01
LIONS AUTOMOTIVE, INC	STRAP NETS	375.00
MATHESON TRI-GAS INC	WELDING SUPPLIES	174.50
MENARDS	PROPANE CYLINDER, 10PC SECURITY BIT	34.46
MPH INDUSTRIES	RADAR REPAIR	121.40
NAPA AUTO PARTS	FILTERS, TIRE VALVES, BEARINGS	222.01
NEBRASKA ENVIRONMENTAL PRODUCTS	BELTS, SPLICERS	1,375.19
NEBRASKA IOWA INDUSTRIAL FASTENERS	CONNECTORS, RUBBER BUMPER, DRILL BITS, SWIVEL ELBOW, SCREWS	310.30
NMC EXCHANGE LLC	FILTER, BEARING SLEEVE	190.61
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-25	1,233.83
P&M HARDWARE	BLADES, HOUSINGS	112.50
ROGER'S TOWING	TOW CHARGE-PO117	80.00
ROSE EQUIPMENT	FLANGE GASKETS, BALL VALVE, HYD FILTERS	216.25
SEAGRAVES FIRE APPARATUS, LLC	AIR HORN SOLENOID	345.12
STATE STEEL	GRADER BLADE	292.37
SUPERIOR SIGNALS	AMBER STROBE	275.00
SUSPENSION SHOP	LEAF SPRINGS, HARDWARE	910.04
TOMASEK MACHINE SHOP	PIPE NIPPLE	85.00
TOOL SHED	DRILL PILOT BITS	16.32
TRUCK CENTER COMPANIES	PARTS	300.86
TY'S OUTDOOR POWER & SERVICE	FUEL SOLENOID	39.68
UNITED AUTO RECYCLERS	WHEELS	150.00
UPS STORE	FREIGHT TO SEND VALVES TO BE REBUILT	361.08
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	77.40
WICK'S STERLING TRUCKS	SWITCH ASSEMBLY, IGNITION	112.87
		<b>\$ 50,736.61</b>

### PLANNING

AMAZON.COM, LLC	LASER POINTERS	59.38
AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES-SHEWCHUK	473.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	4,291.24
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	121.96
NE STATE LIBRARY PUBS OFFICE	UPDATED STATUTE BOOKS	144.50
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-14	155.57
		<b>\$ 5,245.65</b>

### PERMITS & INSPECTIONS

EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	13,320.66
INDOFF	OFFICE SUPPLIES	27.42
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	88.41
NEBRASKA CODE OFFICIALS ASSOCIATION	REGISTRATIONS	450.00
NEBRASKA CODE OFFICIALS ASSOCIATION	MEMBERSHIP DUES-2019	205.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-14	207.43
		<b>\$ 14,298.92</b>



# MINUTE RECORD

## CLAIMS FOR MARCH 11, 2019

PAGE 5

### POLICE/CODE ENFORCEMENT

AMAZON.COM, LLC	BATTERIES FOR CAMERAS, DOOR STOPS, SCANNERS, OFFICE SUPPLIES	1,202.05
A-RELIEF SERVICES	PORTABLE RESTROOM-RANGE	101.00
COMPCHOICE OCCUPATIONAL HEALTH	INJECTION FEE	100.00
COUNCIL HITCH SERVICE	CLASS III HITCHES (5)	1,090.00
CREATIVE RISK SOLUTIONS	WORK COMP CLAIM FEES-JAN 2019	250.00
DON'S PIONEER UNIFORMS	DUTY BELT, TACTICAL VESTS	1,441.97
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	140,182.09
ENTERPRISE FM TRUST	DEA LEASED VEHICLE	521.58
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	10.92
GREAT PLAINS UNIFORMS	UNIFORM PANTS	89.50
IDEAL IMAGES, INC	UNIFORMS	864.00
INDOFF	OFFICE SUPPLIES, PAPER	1,514.88
INTERNATIONAL ASSOCIATION FOR PROPERTY AND EVIDENCE	MEMBERSHIP DUES-MALONE	50.00
KAESER & BLAIR	PENS FOR THE DEPARTMENT	1,236.05
METRO LEASING	8734-POLICE CRUISER	22,045.60
NORTH AMERICAN RESCUE	COMBAT DRESSING, CHEST SEALS	1,673.00
OFFUTT COLLISION REPAIR CENTER	COLLISION REPAIR-CRUISER 619	1,376.80
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-14	4,041.44
SHELL SUPER STORE	CRUISER WASH	22.50
U.S. CELLULAR	MONTHLY SERVICE-2019-2-10	84.78
WESTLAKE ACE HARDWARE	KEYS	9.98
		<b>\$177,908.14</b>

### FIRE & RESCUE

AMAZON.COM, LLC	BATTERIES, CHARGER, BOOTS, OFFICE SUPPLIES, SHOWER CURTAIN	725.44
A A HORWATH & SONS	WASHER REPAIR	909.57
AIRGAS USA, LLC	MEDICAL SUPPLIES	288.58
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	2,028.17
CREATIVE RISK SOLUTIONS	WORK COMP CLAIM FEES-JAN 2019	2,050.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	64,795.75
GREAT PLAINS UNIFORMS	UNIFORMS	466.00
INTERSTATE POWER SYSTEMS, INC	GENERATOR REPAIR-DIST 3	160.89
MENARDS	PEST CONTROL SUPPLIES, SHOVELS, LUMBER, CASTERS, SUPPLIES	409.27
NEBRASKA MUNICIPAL FIRE CHIEF'S	MEMBERSHIP DUES-GUIDO	525.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-25	7,784.66
SANDRY FIRE SUPPLY, LLC	NOZZLES	108.10
WESTLAKE ACE HARDWARE	OUTLET STRIPS	17.18
ZIRMED, INC	MONTHLY CLAIMS MANAGEMENT FEE	124.00
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	462.00
ZOLL MEDICAL CORPORATION	FIRE, RESCUE RMS-MAINTENANCE	3,302.25
		<b>\$ 84,156.86</b>

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	MONTHLY SERVICE-2019-2-25	556.14
KINETIC METHODS	STRATEGIC PLANNING FACILITATOR	1,613.00
LOCKTON COMPANIES, LLC	SURETY BOND PREMIUM	148.27
PM AM CORPORATION	ALARM FEES-JAN 2019	2,290.00
		<b>\$ 4,607.41</b>

# MINUTE RECORD

## CLAIMS FOR MARCH 11, 2019

PAGE 6

### INFORMATION TECHNOLOGY

AMAZON.COM, LLC	BATTERY, NAVIGATOR START	784.79
ACCESS	BACKUP STORAGE TAPES	351.65
DELL MARKETING L.P.	COMPUTER MONITOR	469.66
GRAYBAR ELECTRIC	COMMUNICATION PARTS	1,433.84
TESSCO	ANTENNAS AND RECEIVERS	450.35
TJ CABLE	LOCATES FOR IT	150.00
		<u>\$ 3,640.29</u>

### WASTEWATER

BADGER BODY & TRUCK EQUIPMENT CO	SNOW BLADE SHOES FOR TRUCK 101	126.00
EMPLOYEES BENEFITS SYSTEMS	HEALTH INSURANCE-MAR 2019	9,530.58
HDR ENGINEERING, INC	QUAIL CREEK SEWER, LIFT STATION	5,465.44
HEIMES CORPORATION	SOUTH GRAVITY SEWER REHABILATION	22,118.40
MENARDS	MEETING SUPPLIES, BOLTS	61.61
METRO LEASING	8735-SEWER JET TRUCK	22,836.87
MIDWEST LABORATORIES	FUEL FINGERPRINT	90.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-25	3,796.09
		<u>\$ 64,024.99</u>

### COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-2-25	100.16
		<u>\$ 100.16</u>

### COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CDBG CONSULTANT EXPENSE-FEB 2019	1,320.11
		<u>\$ 1,320.11</u>

### FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE-2019-2-21	214.33
		<u>\$ 214.33</u>

TOTAL CLAIMS FOR MAR 11, 2019 \$612,894.19

TOTAL PAYROLL FOR FEB 22, 2019 \$987,980.31

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

7a  
3-11-19

COUNCIL MEETING DATE: 3/11/19	AGENDA ITEM TYPE:	
SUBMITTED BY: Finance Director; CDBG Program Administrator	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 appointment of David Wees, Amanda Andrews & Susan Hester to CDBG Committee.

SYNOPSIS:

The CDBG Committee has three position presented for appointment. Each Council Member recommends an appointee to fill a position on the CDBG Committee, and the recommendation is presented to the City Council for approval. Ward 1, Ward 5, and At-Large positions on the CDBG Committee are vacant and nominations are presented for approval.

FISCAL IMPACT:

None.

BUDGETED ITEM: ☐ YES ☐ NO

GRANT/MATCHING FUNDS

☐ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

NA

PROJECT NAME, CALENDAR AND CODING:

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

RECOMMENDATION:

Approve appointment of David Wees, Amanda Andrews, and Susan Hester to the CDBG Committee.

BACKGROUND:

The CDBG Committee was created in 2010 to assist the CDBG Program Administrator with allocation of annual CDBG funding through an application process to projects that meet the CDBG eligibility requirements and community needs. The committee reviews all applications, hears presentations from applicants, and presents recommendations to the City Council for final approval of proposed projects and funding amounts. Two new appointments and one reappointment have been nominated by Ward 5, At-Large, and Ward 1, and are presented to the City Council for approval.

ATTACHMENTS:

1 Wees Nomination Forms	4
2 Andrews Forms	5
3 Hester Nomination Forms	6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



## City of Bellevue

### Finance Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3000

## CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

### Contact Information

Name: David B Wees

Street Address: 7408 S 46 th Ave

City, St, Zip: Omaha, NE 68157

Home Phone: 402-733-6978

Other Phone 402-850-8662

E-mail: dwees@cox.net

Best way to contact appointment: ☒ Phone ☒ E-mail

### Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

I was contacted by Councilmember Preister about an opening for the CBDG Committee. I would be honored to serve the City of Bellevue in a committee setting to evaluate, screen and select recipients eligible for this program. I have 16 years' service to the City as a councilmember for Ward 5 from 1992 until 2008. This gives me the knowledge of the works of the council, planning department and planning commission. I have always had the wish to volunteer for our City and believe the time, talents, and treasures of volunteers only help our City to be more viable in our community. I am a retired from OPPD with 37 plus years background in the utility industry. If chosen, I would enjoy the responsibility set forth.

**Submitted David B. Wees**

**Date: February 5, 2019**



*An Equal Opportunity/Affirmative Action Employer*





**City of Bellevue**  
Office of the Mayor  
1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3022

## **M E M O R A N D U M**

**TO:** Council President Paul Cook and Council members

**FROM:** Mayor Rusty Hike

**DATE:** March 5th, 2019

**SUBJECT:** Appointment to CDBG Committee

Please consider the following for appointment to the CDBG Committee.

Amanda Andrews  
2306 Warren St  
Bellevue, NE 68005  
402-990-3997

## **Lisa Rybar**

---

**From:** Amanda Andrews <Amanda.Andrews@greatwesternbank.com>  
**Sent:** Tuesday, March 5, 2019 1:44 PM  
**To:** Lisa Rybar  
**Subject:** RE: Address

Hi Lisa!

My home address is 2306 Warren St, Bellevue, NE 68005 and my phone number is 402-990-3997. It was great to see you too! I'm so excited the mayor asked me to be a part of this.

Thank you,

**Amanda Andrews**  
Branch Manager II/ Retail Banking Officer

**American Plaza**  
919 Galvin Rd S  
Bellevue, NE 68005  
(402)952-6023 ext.16023  
(402)293-2312



NMLS ID # 464979



**From:** Lisa Rybar <Lisa.Rybar@bellevue.net>  
**Sent:** Tuesday, March 05, 2019 1:15 PM  
**To:** Amanda Andrews <Amanda.Andrews@greatwesternbank.com>  
**Subject:** Address

**\*\*External email - Use caution with links and attachments\*\***

Hi Amanda, Mayor Hike would like to appoint you to the CDBG Committee, could you possibly send me your home address and phone number, we need it when we submit your name to the city council.

Thank you for your help.

It was great seeing you at Sam's club 😊

Lisa Rybar  
Executive Assistant  
Office of the Mayor  
1500 Wall St  
Bellevue, NE 68005  
402-293-3022



## City of Bellevue

Finance Department

210 W Mission Ave • Bellevue, Nebraska 68005 • (402) 293-3000

### CDBG Committee Member Recommendation Form

Please complete the following member recommendation form and return to the CDBG Program.

#### Contact Information

Name: Susan Hester

Street Address: 403 Dennis Drive

City, St, Zip: Bellevue, NE 68005-3340

Home Phone: 402-291-0962 Other Phone: 402-651-0328

E-mail: susan.hester.bps@gmail.com

Best way to contact appointment: ☒ Phone ☒ E-mail ☒ Postal Mail

#### Special Skills or Qualifications

Summarize any experience or qualifications the recommended member possesses that might assist while serving on the CDBG Committee.

Resident of Bellevue since 1973.

Retired BPS teacher.

Currently on the BPS Foundation Board.

Currently the director of Nebraska Science Olympiad.

**Submitted by: Thomas Burns Date: 01/22/2018**



An Equal Opportunity/Affirmative Action Employer





CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

76  
3-11-19

COUNCIL MEETING DATE:	03/11/2019	AGENDA ITEM TYPE:	
SUBMITTED BY:  Paul Cook, City Council Member <i>pc</i>		SPECIAL PRESENTATION	
		LIQUOR LICENSE	
		ORDINANCE	
		PUBLIC HEARING	
		RESOLUTION	
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	<input checked="" type="checkbox"/>

SUBJECT:

**2019-2020 Budget Task Force**

SYNOPSIS:

The City of Bellevue will soon begin the budget process for 2019-2020. Requesting a Budget Task Force be created to provide guidance and direction with the goal of bringing forward a budget which meets the needs of our City.

FISCAL IMPACT:

None

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

N/A

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:

Approval of a Budget Task Force for 2019-2020.

BACKGROUND:

Per Policy Resolution 16, Council Task Forces, it may be necessary for the City Council to seek solutions and remedies to issues of government operations. Requesting a Budget Task Force be created to assist with the 2019-2020 budget process.

ATTACHMENTS:

1	Memo requesting Budget Task Force	4	
2	Council Policy Resolution 16	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

*[Signature]*  
*[Signature]*  
*A. Bruce Robbins*



Date: March 3<sup>rd</sup>, 2019

To: Bellevue Mayor Rusty Hike  
Bellevue City Council Members  
Bellevue City Administrator Jim Ristow

From: City Council President Paul Cook

Subject: Establishment of a Budget Task Force for 2019-2020

The City of Bellevue will soon begin the budget process for 2019-2020. I am requesting a Budget Task Force be created to provide guidance and direction with the goal of bringing forward a budget which meets the needs of our City. The Budget Task Force shall begin their work after approval by the City Council and will disband once the 2019-2020 Budget is approved.

I am appointing the following members for this Budget Task Force:

City Councilman Paul Cook  
City Councilman Thomas Burns  
City Councilman Don Preister  
Finance Director Rich Severson  
City Administrator Jim Ristow  
Public Works Director Jeff Roberts  
Chief of Fire Perry Guido  
Chief of Police Mark Elbert

The Budget Task Force will utilize the assistance and expertise of City Attorney Ms. Robbins. I appreciate your support of this Task Force.

Respectfully submitted,



Paul Cook  
City Council President  
Ward III  
City of Bellevue, NE

## **POLICY RESOLUTION 16**

### **COUNCIL TASK FORCES**

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

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

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

Upon completion of the defined task, a written report shall be presented at a regular meeting to the Council for review. The Task Force shall be disbanded unless further action is requested and approved by the Council.

Revised & Adopted: 3/16

Proclamation

8a  
3-11-19

**WHEREAS** access to broadband internet connections are needed to work, learn and play in today's world; and

**WHEREAS** a connection to the internet is essential for homework and educational projects because more K-12 educators now provide instruction with at least some online component; and

**WHEREAS** many companies only accept applications for employment online; and

**WHEREAS** there is an ever-increasing amount of entertainment opportunities like video streaming and gaming that require fast, reliable internet connections; and

**WHEREAS** connected homes which include smart appliances, security and climate control are gaining popularity; and

**WHEREAS** reliable internet enables home health care and peace of mind to allow citizens to stay in their own homes longer; and

**WHEREAS** it is estimated that by the year 2020 the average American household will contain 50 devices connected to the internet; and

**WHEREAS** fast and robust connections at home are needed to allow employers to attract employees as our area continues to grow; and

**WHEREAS** Cox has committed to invest billions of dollars across the country upgrading and modernizing its network to support customer needs now and in the future; and

**WHEREAS** Cox now has G1gablaster, one gigabit per second, broadband speeds available to all customers in Bellevue; now therefore

**NOW, THEREFORE**, I, Mayor Rusty Hike, by the authority vested in me by the laws of Bellevue, do hereby proclaim that Bellevue is: **A GIGABIT CITY, powered by Cox**

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the Seal of Bellevue this 11<sup>th</sup> day of March, in the year of 2019.

Rusty Hike, Mayor



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

9a  
3-11-19

COUNCIL MEETING DATE:	03/11/2019	AGENDA ITEM TYPE:
SUBMITTED BY:  City Clerk's Office Susan Kluthe	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input checked="" type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Application of B & B Classic Dog for special Designated Liquor License

SYNOPSIS:

The applicant, B & B Classic Dog," would like to be able to sell beer, wine, and distilled spirits during the "Celtic Festival" at Haworth Park, 2502 Payne Drive on Saturday, April 6th from 10:00 a.m. to 10:00 p.m. (Alternate Location: Banner Park)

FISCAL IMPACT:

One Day License Fee - \$40.00

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

The Police have reviewed the application and given feedback (see attached). Request Council to make a recommendation to the NLCC.

BACKGROUND:

Special Designated Liquor License (SDL's) Applications are turned in directly to the City Clerk's Office. They are reviewed by the Police, submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for issuance (if there are no issues).

ATTACHMENTS:

1 Application	4
2 Police Report	5
3	6

SIGNATURES:

ADMINISTRATOR APPROVAL:

n/a

FINANCE APPROVAL:

n/a

LEGAL APPROVAL:



**Special Designated License  
Local Recommendation (Form 200)**

Applications must be entered on the portal after local approval – no exceptions  
Late applications are non-refundable and will be rejected

**B & B Classic Dogs**

Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)

1020 Lincoln Rd - Bellevue, NE 68005

Retail Liquor License Address or Non-Profit Business Address

104064

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 4/6/2019

Event Date(s):

Event Start Time(s): 10:00AM

Event End Time(s): 10:00PM

Alternate Date: N/a

Alternate Location Building & Address: N/a Banner Park

Event Building Name: Haworth Park

Event Street Address/City: 2502 Payne Dr, Bellevue, NE 68005

Indoor area to be licensed in length & width: X

Outdoor area to be licensed in length & width: 100 X 500 (Diagram Form #109 must be attached)

Type of Event: Celtic Festival Estimate # of attendees: 500

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits ☒  
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: Diane Bruce Event Contact Phone Number: 4026701025

Event Contact Email: diane@bbclassicdogs.com

\*Signature Authorized Representative: Diane M Bruce Printed Name Diane M Bruce

I declare that I am the authorized representative of the above named license applicant and that the statements made on this application are true to the best of my knowledge and belief. I also consent to an investigation of my background including all records of every kind including police records. I agree to waive any rights or causes of action against the Nebraska Liquor Control Commission, the Nebraska State Patrol or any other individual releasing said information to the Liquor Control Commission or the Nebraska State Patrol. I further declare that the license applied for will not be used by any other person, group, organization or corporation for profit or not for profit and that the event will be supervised by persons directly responsible to the holder of this Special Designated License.

\*Retail licensee – Must be signed by a member listed on permanent license

\*Non-Profit Organization – Must be signed by a Corporate Officer

**Local Governing Body completes below:**

The local governing body for the City/Village of \_\_\_\_\_ OR County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

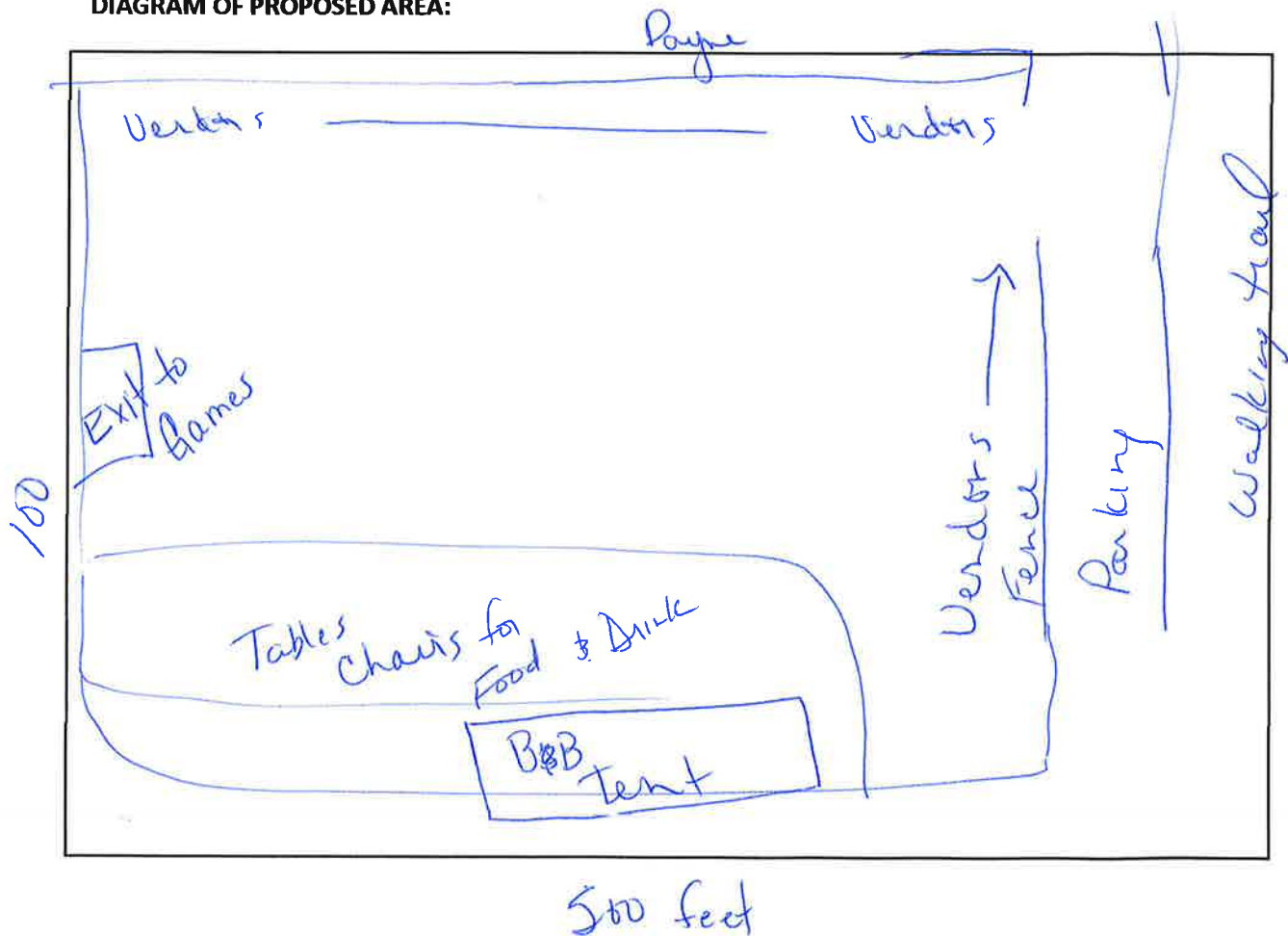
Date

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Bellevue Police Department

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS TO LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET
- DOUBLE FENCING IS REQUIRED FOR ALL NON-PROFIT ORGANIZATIONS UNLESS FORM #140 IS FILED WITH THIS FORM AND IS APPROVED BY THE COMMISSION
- RETAILER LIQUOR LICENSE HOLDERS ARE NOT REQUIRED TO DOUBLE FENCE, ALTHOUGH MEASURES NEED TO BE TAKEN TO SECURE THE AREA

DIAGRAM OF PROPOSED AREA:



APPLICATION FOR A  
SPECIAL DESIGNATED LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 3-11-19 Due to City Clerk: by noon 3-4-19

APPLICANT: B & B Classic Dogs, LLC dba B & B Classic Dogs

LOCATION/ADDRESS: 1020 Lincoln Road, Bellevue

REQUESTED ACTION: Request approval for a Special Designated Liquor License  
to sell beer, wine and distilled spirits in a beer garden at Haworth Park, 2502 Payne  
Drive, on April 6<sup>th</sup> from 10:00 a.m. until 10:00 p.m. for the Celtic Festival.  
(Alternate Site: Banner Park)

Contact: Diane Bruce Phone #: 402-670-1025

COMMENTS:

Approved 2-28-19

Sgt. Tom J's

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

96  
3-11-19

COUNCIL MEETING DATE:	03-11-19	AGENDA ITEM TYPE:
SUBMITTED BY:  Susan Kluthe, City Clerk	SPECIAL PRESENTATION	<input type="checkbox"/>
	LIQUOR LICENSE	<input checked="" type="checkbox"/>
	ORDINANCE	<input type="checkbox"/>
	PUBLIC HEARING	<input type="checkbox"/>
	RESOLUTION	<input type="checkbox"/>
	CURRENT BUSINESS	<input type="checkbox"/>
	OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Liquor License - Manager Application

SYNOPSIS:

Application of Mr. Binod Khadka as Manager of the Class "D" liquor license for Blessing of Santoshi Ma Inc., dba "Select Mart," located at 4741 Giles Road in Bellevue

FISCAL IMPACT:

n/a

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

The Police have reviewed the applicant and given feedback (see attached). Request Council approval.

BACKGROUND:

Anytime a change in manager for a liquor license is done, an application has to be filled out with the Nebraska Liquor Control Commission. Said application is reviewed and then forwarded onto the City Council for review and approval.

ATTACHMENTS:

1	Application	4	
2	Police Review Sheet	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

n/a

n/a



**MANAGER APPLICATION  
INSERT - FORM 3c**

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

Office Use

**RECEIVED**

FEB 21 2019

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**MUST BE:**

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

**Corporation/LLC information**

✓ Name of Corporation/LLC:

Blessing of Santoshi Ma Inc

**Premise information**

✓ Liquor License Number:

097074

Class Type

D

(if new application leave blank)

Premise Trade Name/DBA:

Select Mart

✓ Premise Street Address:

4741 Giles Road

City:

Bellevue

County:

Sarpy

Zip Code:

68157

Premise Phone Number:

402-733-1239

✓ Premise Email address:

binodkhadka11@hotmail.com

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

**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)



1900001709

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

Last Name: Khadka First Name: Binod MI: \_\_\_\_\_  
Home Address: 1514 N 180th Ave  
City: Elkhorn County: Douglas Zip Code: 68022  
Home Phone Number: 402-889-7022  
Driver's License Number & State: \_\_\_\_\_  
Social Security Number: 1  
Date Of Birth: \_\_\_\_\_ Place Of Birth: Nepal  
Email address: \_\_\_\_\_

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

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Bhandari First Name: Gita MI: Kumari  
Social Security Number: \_\_\_\_\_  
Driver's License Number & State: \_\_\_\_\_  
Date Of Birth: \_\_\_\_\_ Place Of Birth: Nepal

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

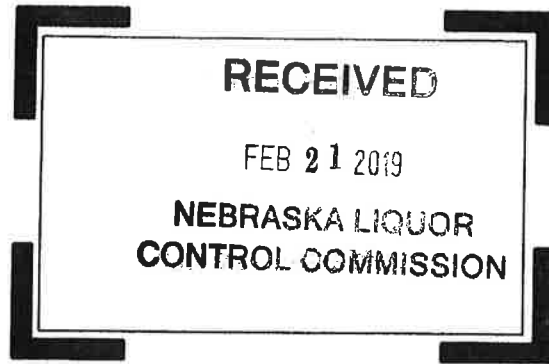
APPLICANT

SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2011	2019	Same		
New York City, NY	2009	2011			

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

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



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**

**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

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

The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521

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

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

Trade Name: Select Mart  
Name of Person Bring Fingerprinted: Gita Kumari Bhandari  
Date of Birth:        Last 4 SSN:        Date fingerprints were taken: 21319  
Location where fingerprints were taken: NSP

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK #       

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

Gita

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

★ ★ ★ ★ ★ ★ ★ ★

Important Message:  
If you have recently moved, please use the [Polling Place](#) feature. Locate Your Polling Place with the street and city address of your new/current residence.

HOME

REGISTRATION  
INFORMATION

POLLING  
PLACE

PROVISIONAL  
BALLOT

ABSENTEE  
BALLOT

Select Language ▼

Registrant Search Information

Registrant Detail

Name:

Binod Khadka

Party:

Democrat

Polling Place:

Elkhorn Hills United Methodist Church  
20227 Veterans Drive  
Family Life Center (ADA EAST ENTRANCE)  
Elkhorn, NE 68022

Districts

DISTRICT NAME

DISTRICT TYPE

Elkhorn Public Schools

School District

Metro Com College Dist 1

Community College District

U.S. Congressional District 2

U.S. Congressional District

Appeals Court Judge Dist 2

Judge of Appeals Court Dist.

County Judge Dist 4

Judge of County Court Dist.

District Judge, Dist 4

Judge of District Court Dist.

Juv Crt Judge, Douglas Co.

Judge of Juvenile Court

Supreme Court Judge Dist 2

Judge of Supreme Court Dist.

Legislative District 39

Legislative District

Papio NRD SubD 5

Natural Resources District

PSC District 3

Public Service Comm District

Board of Regents District 8

Board of Regents

ESU 3 District 1

ESU District

County Commissioner Dist 07

County Board (Commiss./Superv)

Metropolitan Utilities Dist

Utilities District

State Board of Education Dist 8

State Board of Education

Learning Community 1 - Dist 6

Learning Community Coordinating Council

Omaha Public Power Subd 7

Public Power District

Voter View Mobile  
Registration Information Polling Place Provisional Ballot Absentee Ballot  
© Copyright 2015 Election Systems and Software. All rights reserved.  
© Voter View 2.0.1157.5

<https://www.votercheck.necvr.ne.gov/VoterView/RegistrantSearch.do?sessionId=06vhYy5...> 2/5/2016

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

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



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- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to NSP can be mailed directly to the following address:  
\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\*  
The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
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*Fingerprint cards should be submitted with the application.*

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Trade Name: Select Mart

Name of Person Bring Fingerprinted: Binod Khadka

Date of Birth: \_\_\_\_\_, Last 4 SSN: \_\_\_\_\_, Date fingerprints were taken: 2-13-19

Location where fingerprints were taken: NSP

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # \_\_\_\_\_

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

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

## PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

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



Signature of Manager Applicant



Signature of Spouse

### ACKNOWLEDGEMENT

State of Nebraska  
County of

Douglas

The foregoing instrument was acknowledged before me this

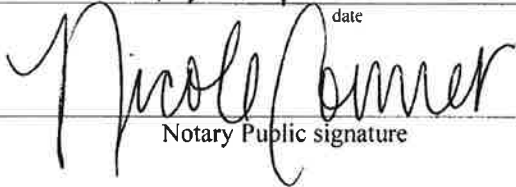
2-13-19

date

by

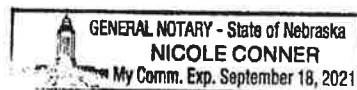
Binod Khadka & Gita Kumari Bhandari

NAME OF PERSON BEING ACKNOWLEDGED



Notary Public signature

Affix Seal



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



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

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Binod Khadka		on file

\*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

# MANAGER'S LAST TWO EMPLOYERS

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2012	2019	Blessings of Santosh, ma Inc	Self	

## 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

☐ YES ☒ NO

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

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

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

☒ YES ☐ NO

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

zoo mart

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

☒ YES ☐ NO

**APPLICATION FOR CORPORATE MANAGER  
OF LIQUOR LICENSE**

**POLICE REPORT**

DATE OF COUNCIL MEETING: 03-11-19 Due to City Clerk: by noon 3-6-19

APPLICANT: Binod Khadka, Blessing of Santoshi Ma, Inc. dba "Select Mart"

LOCATION/ADDRESS: 4741 Giles Road, Bellevue

REQUESTED ACTION: Recommendation for approval of Binod Khadka as Manager  
of the Class 'D' liquor licenses for Blessing of Santoshi Ma, Inc., dba "Select Mart"

**INDIVIDUALS TO BE CHECKED:**

<u>Name &amp; Address</u>	<u>D.O.B.</u>	<u>S.S.N.</u>
<u>Binod Khadka, 1514 N. 180th Ave., Elkhorn 68022</u>	<u>                    </u>	<u>                    </u>
<u>[REDACTED]</u>	<u>                    </u>	<u>                    </u>

Driver's License Number: NE H13553910

<u>SPOUSE: NAME &amp; ADDRESS</u>	<u>D.O.B.</u>	<u>S.S.N.</u>
<u>Gita Kumari Bhandari, 1514 N. 180th, Elkhorn, 68022</u>	<u>                    </u>	<u>                    </u>
<u>Driver's License Number:                      </u>	<u>                    </u>	<u>                    </u>

**COMMENTS:**

Approved

Sgt. [Signature] 7-1-19

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a  
3-11-19

COUNCIL MEETING DATE:	February 11, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CWS</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 the North 1/2 of the East 35.2' of Lot 2 and the North 1/2 of Lot 3, Tiller's Hillcrest Addition from BG and BGH to RS-84. Applicant: BJ Justice. Location: 210 Galvin Road North.

SYNOPSIS:

The single-family residence on this property is a legal non-conforming use and could not be re-built if it were destroyed. The applicant is requesting a change of zone in order to make it a conforming use in order to obtain financing for the home.

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:

When the Zoning Ordinance was updated in 2011 the City removed residential uses from the list of permitted uses in areas zoned for business. The result of this change to the Zoning Ordinance was that existing residential uses in the business zones became legal non-conforming uses. Legal non-conforming uses are permitted to continue, but in the event a structure sustains damage greater than 60% of its value any future use of the property must conform to the zoning. Additionally, if the use is discontinued for a period greater than 12 months any future use of the land or structure must be conforming. These provisions make it difficult for owners of legal non-conforming residences to obtain financing for their homes as lending institutions could be at risk of losing the structure used as security for a mortgage.

ATTACHMENTS:

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

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL: \_\_\_\_\_

FINANCE APPROVAL: \_\_\_\_\_

LEGAL APPROVAL: \_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: BJ Justice

LOCATION: 210 Galvin Road North

CASE #: Z-1812-10

CITY COUNCIL HEARING DATE: February 26, 2019

REQUEST: to rezone the North ½ of the east 35.2' of Lot 2 and North ½ of Lot 3, Tiller's Hillcrest Addition, located in the Southwest ¼ of Section 23, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from BG and BGH to RS-84 for the purpose of existing single family residence.

On January 24, 2019, the City of Bellevue Planning Commission voted five yes, one no, zero abstained, and two absent to recommend:

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

### VOTE:

Yes:	Five:	No:	One:	Abstain:	Zero:	Absent:	Two:
	Casey		Smith				Cain
	Perrin						Ritz
	Jacobson						
	Ackley						
	Cutsforth						

Planning Commission Hearing (s) was held on: January 24, 2019

# **CITY OF BELLEVUE PLANNING DEPARTMENT**

## **RECOMMENDATION REPORT # 2**

**CASE NUMBERS:** Z-1812-10

**FOR HEARING OF:**

**REPORT #1:** January 24, 2019

**REPORT #2:** February 26, 2019

### **I. GENERAL INFORMATION**

#### **A. APPLICANT:**

BJ Justice  
210 Galvin Road North  
Bellevue, NE 68005

#### **B. PROPERTY OWNERS:**

BJ and Joan Justice  
210 Galvin Road North  
Bellevue, NE 68005

#### **C. LOCATION:**

210 Galvin Road North

#### **D. LEGAL DESCRIPTION:**

North ½ of the east 35.2' of Lot 2 and North ½ of Lot 3, Tiller's Hillcrest Addition, located in the Southwest ¼ of Section 23 T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTIONS:**

1. Rezone the North ½ of the east 35.2' of Lot 2 and North ½ of Lot 3, Tiller's Hillcrest Addition, from BG and BGH to RS-84.

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

BG and BGH, Single Family Residential



#### **G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain a rezoning for the purpose of an existing single family residence.

#### **H. SIZE OF SITE:**

The site is approximately .55 acres.

### **II. BACKGROUND INFORMATION**

#### **A. EXISTING CONDITION OF SITE:**

The site is presently developed with a single family residence (constructed in 1955) and a storage shed.

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

1. **North:** BG, Commercial
2. **East:** BG, Commercial (across Galvin Rd)
3. **South:** BG/BGH, Single Family Residential
4. **West:** BGH, Commercial

#### **C. REVELANT CASE HISTORY:**

On January 24, 2019, the Planning Commission recommended approval of a request to rezone the North ½ of the east 35.2' of Lot 2 and North ½ of Lot 3, Tiller's Hillcrest Addition, located in the Southwest ¼ of Section 23 T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from BG and BGH to RS-84 for the purpose of an existing single family residence.

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

1. Section 5.09, Zoning Ordinance, regarding RS-84 uses and requirements.

### **III. ANALYSIS**

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

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

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

None

**C. TRAFFIC AND ACCESS:**

1. The 2016 MAPA Traffic Flow Map estimates approximately 12,450 vehicles per day near the intersection of Galvin Road North and Avery Road.
2. The property has access to Galvin Road North via a private drive.

**D. UTILITIES:**

All utilities are available to this property.

**E. ANALYSIS:**

1. BJ Justice has submitted a request to rezone the North ½ of the east 35.2' of Lot 2, and North ½ of Lot 3, Tiller's Hillcrest Addition, for the purpose of an existing single family residence.
2. This property is presently zoned BG and BGH. The applicant is requesting a change of zone to the RS-84 zoning district.

Prior to our 2011 Zoning Ordinance update, single family residences were a permitted use in the BG and BGH districts. Under our current regulations, a single family residence is a legal non-conforming use in a commercial zoning district.

3. The applicant has indicated he is asking for a change of zone to facilitate a refinance on the home. Mr. Justice stated he is unable to do so with a legal non-conforming use. Please refer to the applicant's letter attached to this report.

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

No comments were received on this case.

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

The Comprehensive Plan does not preclude a change of zone in this location. Staff believes commercial use for this property is an appropriate long-term plan; however, the residential zoning will allow for the existing single family residence to remain until such time as commercial development occurs.

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

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**


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

**VI. ATTACHMENTS TO REPORT**

1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Letter from the applicant received December 21, 2018

**VII. COPIES OF REPORT TO:**

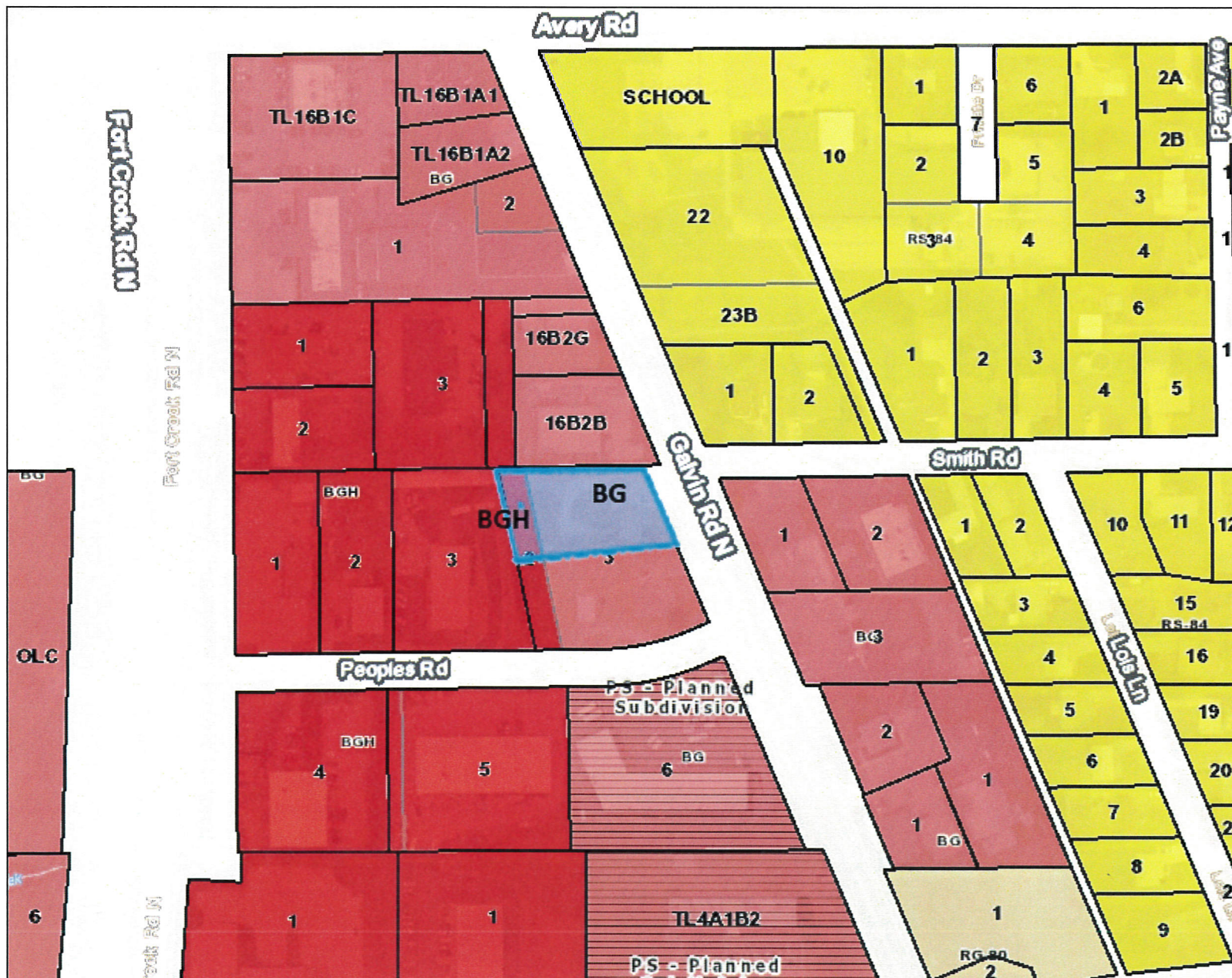
1. BJ Justice
3. Public Upon Request

  
Prepared by:

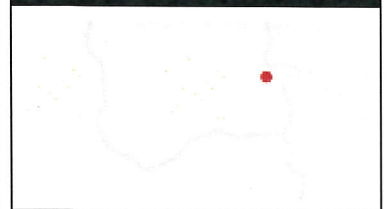
   
Planning Director Date of Report



# Zoning Map

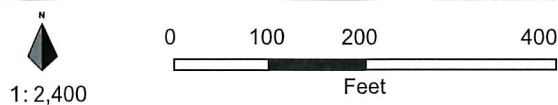


## Location



## Legend

- Road Centerlines  
2018 Aerial Photo
- Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3



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



Area of Rezoning Request



Location

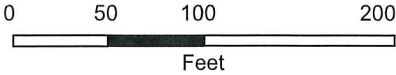


Legend

- Road Centerlines  
2018 Aerial Photo
- Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3



1: 1,200



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**Sarpy County GIS**  
1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com



B.J. Justice  
210 Galvin Road N  
Bellevue, NE 68005  
December 19, 2018

City of Bellevue Planning Director  
Mr. Chris Shewchuk  
1510 Wall Street  
Bellevue, NE 68005

Dear Mr. Shewchuk,

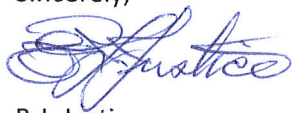
I have submitted an application for re-zoning of our residence to be zoned from Commercial to Residential. The property is legally described as N 1/2 of E 35.2' of Lot 2 & N 1/2 Of Lot 3 Tillers Hillcrest Addition.

It was built in 1956 by my father-in-law as his family home. Of course it was my wife child hood home. After purchasing the property four years ago we have remodeled it and are enjoying living here. But now we have a need to refinance and due to the current zoning we are not able to do so. We now have an "ARM" Loan and hope we can refinance to secure a " Fixed Rate Loan". The current zoning states that if the house should be destroyed by fire or wind or some other cause we are not allowed to rebuild. Therefore lenders will not finance it. This is the reason for our request.

Thanking you for your kind consideration,

I remain,

Sincerely,



B.J. Justice

RECEIVED  
DEC 21 2018  
PLANNING DEPT.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 210 GALVIN ROAD NORTH, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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:

North ½ of the east 35.2' of Lot 2 and North ½ of Lot 3, Tiller's Hillcrest Addition, located in the Southwest ¼ of Section 23, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From BG (General Business District) and (BGH) Heavy General Business District) to RS-84 (Single Family Residence, 8,400 Square Foot Zone).

(BJ Justice)

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

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

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

106  
3-11-19

COUNCIL MEETING DATE:	February 11, 2019	AGENDA ITEM TYPE:
SUBMITTED BY:  Chris Shewchuk, Planning Director <i>CWS</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 annex Tax Lots A2B, E1, E2, H1, J, K, and parts of Tax Lots I, D1 and D2, lying west of abandoned railroad right-of-way, Section 21, T14N, R13E of th 6th P.M., Sarpy County Nebraska. Applicants: Jose and Monica Ramirez. Location: 2803 Childs Road West.

SYNOPSIS:

The applicants are requesting this annexation in order to facilitate a change of zone and small subdivision plat which are also on the Council agenda.

FISCAL IMPACT:

Minimal property tax revenue.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

Jose and Monica Ramirez have submitted an application for approval of a small subdivision plat which proposes to combine into a single lot various tax lots, some of which are currently in the city and some of which are currently outside the city limits. Before approval of the plat, all of the property needs to be within the city limits; therefore the applicants have requested this annexation as well.

ATTACHMENTS:

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

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL: \_\_\_\_\_

FINANCE APPROVAL: \_\_\_\_\_

LEGAL APPROVAL: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

TAX LOTS A2B, E1, E2, H1, J, K, AND PARTS OF TAX LOTS I, D1 AND D2, LYING WEST OF ABANDONED RR ROW, SECTION 21, T14N, R13E OF THE 6<sup>TH</sup> P.M., SARPY COUNTY, NEBRASKA

ARE CONTIGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

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

ATTEST

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

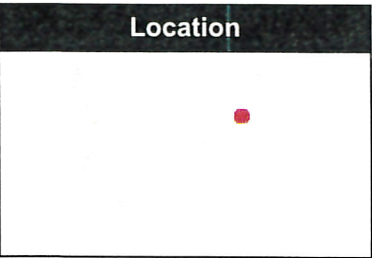
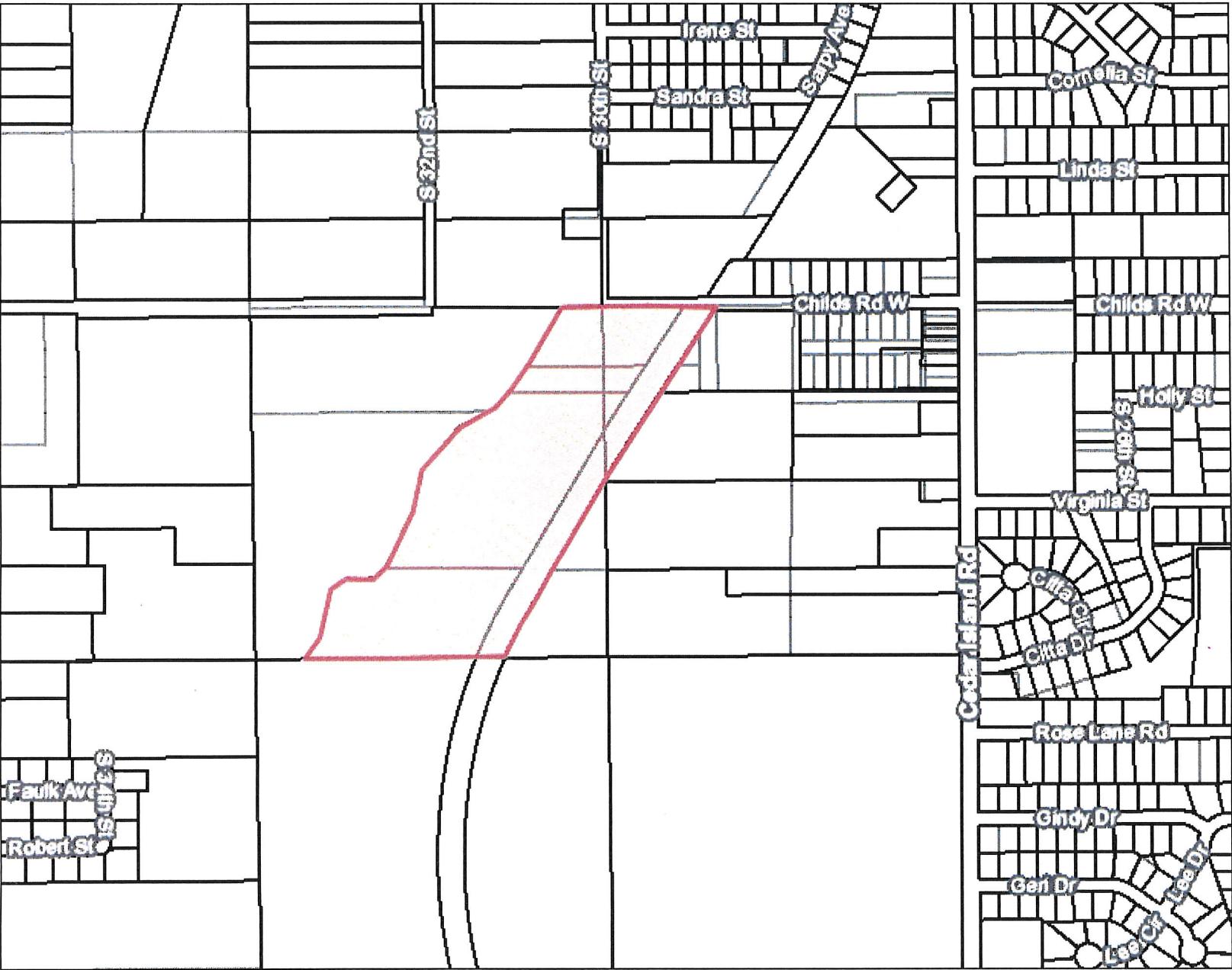
\_\_\_\_\_  
Mayor

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

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

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

# Annexation Map 2803 Childs Road West



Legend

Road Centerlines



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, NEBRASKA  
AGENDA ITEM COVER SHEET

10C  
3-11-19

COUNCIL MEETING DATE:	February 11, 2019	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 Lots 1 and 2, Rancho La Estrella, from RS-72 to AG and RS-72 for the purpose of agricultural and residential uses. Applicants: Jose and Monica Ramirez. Location: 2803 Childs Road West.

SYNOPSIS:

The applicants are requesting this change of zone to allow them to use proposed Lot 2, Rancho La Estrella for agricultural purposes. The proposed lot is approximately 24 acres in size, exceeding the 20 acre minimum lot size in the AG district. There is an existing residence on Lot 1 which will have RS-72 zoning. A small subdivision plat will be on the Council agenda when this ordinance has second reading.

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:

Jose and Monica Ramirez are requesting approval of a change of zone and small subdivision plat for Lots 1 and 2, Rancho La Estrella, located at 2803 Childs Road West. The proposed zoning is AG and RS-72 which will allow the applicants to use the 24 acre Lot 2 for agricultural purposes and Lot 1 to be used for the existing residence on the property. This area is adjacent to other agricultural type uses and does not have access to sanitary sewer.

ATTACHMENTS:

1	PC recommendation	4	
2	Planning Department staff report	5	
3	Proposed Ordinance	6	

SIGNATURES:

ADMINISTRATOR APPROVAL: \_\_\_\_\_

FINANCE APPROVAL: \_\_\_\_\_

LEGAL APPROVAL: \_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANTS: Jose and Monica Ramirez

LOCATION: 2803 Childs Road West

CASE #'s: Z-1811-09 and S-1811-11

CITY COUNCIL HEARING DATE: February 26, 2019

REQUEST: Request to annex Tax Lots A2B, E1, E2, H1, J, K, and part of Tax Lots I, D1 and D2, lying west of abandoned RR Row, all located in the North ½ of Section 21, T14N, R13E; rezone Lots 1 and 2, Rancho La Estrella, being a platting of Tax Lot B, except the North 22.0 feet, vacated Woods Avenue adjoining Tax Lot B on the East, Tax Lots A2B, C except the North 22.0 feet, D1, D2, K, E1, E2, H1, H2, I, and J, all located in the North ½ of Section 21, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from RS-72 to RS-72 and AG for the purpose of an existing single family residence and agricultural use; and small subdivision plat Lots 1 and 2, Rancho La Estrella.

On January 24, 2019, the City of Bellevue Planning Commission voted five yes, one no, zero abstained, and two absent to recommend:

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

VOTE:

Yes:	Five:	No:	One:	Abstain:	Zero:	Absent:	Two:
	Casey		Smith				Cain
	Perrin						Ritz
	Jacobson						
	Ackley						
	Cutsforth						

Planning Commission Hearing (s) was held on: January 24, 2019

# **CITY OF BELLEVUE PLANNING DEPARTMENT**

## **RECOMMENDATION REPORT # 2**

**CASE NUMBERS:** Z-1811-09  
S-1811-11

**FOR HEARING OF:**  
**REPORT #1:** January 24, 2019  
**REPORT #2:** February 26, 2019

### **I. GENERAL INFORMATION**

#### **A. APPLICANTS:**

Jose and Monica Ramirez  
2803 Childs Road West  
Bellevue, NE 68147

#### **B. PROPERTY OWNERS:**

Jose and Monica Ramirez  
2803 Childs Road West  
Bellevue, NE 68147

#### **C. LOCATION:**

2803 Childs Road West

#### **D. LEGAL DESCRIPTION:**

Lots 1 and 2, Rancho La Estrella, being a platting of Tax Lot B, except the North 22.0 feet, vacated Woods Avenue adjoining Tax Lot B on the East, Tax Lots A2B, C except the North 22.0 feet, D1, D2, K, E1, E2, H1, H2, I, and J, all located in the North ½ of Section 21, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

#### **E. REQUESTED ACTIONS:**

1. Annex Tax Lots A2B, E1, E2, H1, J, K, and part of Tax Lots I, D1 and D2, lying west of abandoned RR Row.
2. Rezone Lots 1 and 2, Rancho La Estrella, from RS-72 to AG and RS-72.
3. Small Subdivision plat Lots 1 and 2, Rancho La Estrella.

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

RS-72, Single Family Residential/Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain an annexation, rezoning, and small subdivision plat for the purpose of an existing single family residence and agricultural use.

**H. SIZE OF SITE:**

The site is approximately 27 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

Approximately three acres of the property is developed with a single family residence (constructed in 1916) and accessory structures. The remainder of the property is presently vacant and covered in vegetation.

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

1. **North:** Single Family Residential, RS-72
2. **East:** Single Family Residential/Vacant, RS-72
3. **South:** Vacant/COB Fire Training Center, RS-72
4. **West:** Single Family Residential/Vacant, RS-72

**C. REVELANT CASE HISTORY:**

On January 24, 2019, the Planning Commission recommended approval of a request to annex Tax Lots A2B, E1, E2, H1, J, K, and part of Tax Lots I, D1 and D2, lying west of abandoned RR Row, all located in the North ½ of Section 21, T14N, R13E; rezone Lots 1 and 2, Rancho La Estrella, being a platting of Tax Lot B, except the North 22.0 feet, vacated Woods Avenue adjoining Tax Lot B on the East, Tax Lots A2B, C except the North 22.0 feet, D1, D2, K, E1, E2, H1, H2, I, and J, all located in the North ½ of Section 21, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska from RS-72 to RS-72 and AG for the purpose of an existing single family residence and agricultural use; and small subdivision plat Lots 1 and 2, Rancho La Estrella.

**D. APPLICABLE REGULATIONS:**

1. Section 5.05, Zoning Ordinance, regarding AG uses and requirements.
2. Section 5.10, Zoning Ordinance, regarding RS-72 uses and requirements.



3. Chapter 5, Subdivision Regulations, regarding small subdivisions.

### **III. ANALYSIS**

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

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

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

None

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

1. There is no traffic data information available for this area.
2. The property has access via a private drive off of Childs Road West.

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

This property is not served by sanitary sewer; however, it is served by public water.

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

1. Jose and Monica Ramirez have submitted a request to annex Tax Lots A2B, E1, E2, H1, J, K, and part of Tax Lots I, D1 and D2, lying west of abandoned railroad right-of-way, all located in the North ½ of Section 21, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. They are making this request in order to facilitate a small subdivision plat and rezoning on their property. Currently, the aforementioned portion of the proposed plat is outside of the city limits, while the remainder of their property is in city limits. In order to complete their request for a small subdivision plat, all of the property needs to be within the city's boundary.

The boundary of these parcels is contiguous to the current city boundary.

Please refer to the attached map. Tax Lots A2B, E1, E2, H1, J, K, and part of Tax Lots I, D1 and D2, lying west of abandoned railroad right-of-way are highlighted in red. The current city limit boundary is identified by the dashed black line.

2. The applicants are also requesting to rezone Lots 1 and 2, Rancho La Estrella, being a platting of Tax Lot B, except the North 22.0 feet, vacated Woods Avenue adjoining Tax Lot B on the East, Tax Lots A2B, C except the North 22.0 feet, D1, D2, K, E1, E2, H1, H2, I, and J, all located in the North ½ of Section 21, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, and small subdivision plat Lots 1 and 2, Rancho La Estrella.

3. The property is presently zoned RS-72. The applicant is requesting the zoning remain RS-72 for proposed Lot 1, while Lot 2 be zoned AG.

The applicants have indicated they intend to maintain the single family residence on proposed Lot 1, while utilizing proposed Lot 2 for agricultural use. Please refer to their attached letter.

4. The proposed lots meet the minimum requirements for their intended zoning districts.

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

Captain Dave Stukenholtz, Bellevue Police Department, expressed concerns regarding potential herd size, animal waste, and odor.

Section 5.05.02, Zoning Ordinance, does allow for farming, pasturing, and animal husbandry as a permitted use in the AG district subject to the rules and regulations of the Board of Health and NDEQ, provided that no livestock feedlot or yard for more than 25 animals shall be established.

The applicant has approximately 24 acres on proposed Lot 2 which he is requesting for the AG zoning. Based on the amount of land and secluded nature of this particular property, staff does not share these concerns regarding animal waste and odor.

No other comments were received in this case.

6. The Future Land Use Map of the Comprehensive Plan designates this area as low density and medium density residential. The RS-72 zoning of proposed Lot 1 would be considered medium density residential. Rezoning proposed Lot 2 to AG does not preclude it from becoming a residential development in the future.

#### **F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**


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


**VI. ATTACHMENTS TO REPORT**

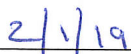
1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Small Subdivision plat received December 17, 2018
4. City Limits Map
5. Letter from the applicant received November 15, 2018

**VII. COPIES OF REPORT TO:**

1. Jose and Monica Ramirez
2. DWS (Denny Whitfield)
3. Public Upon Request

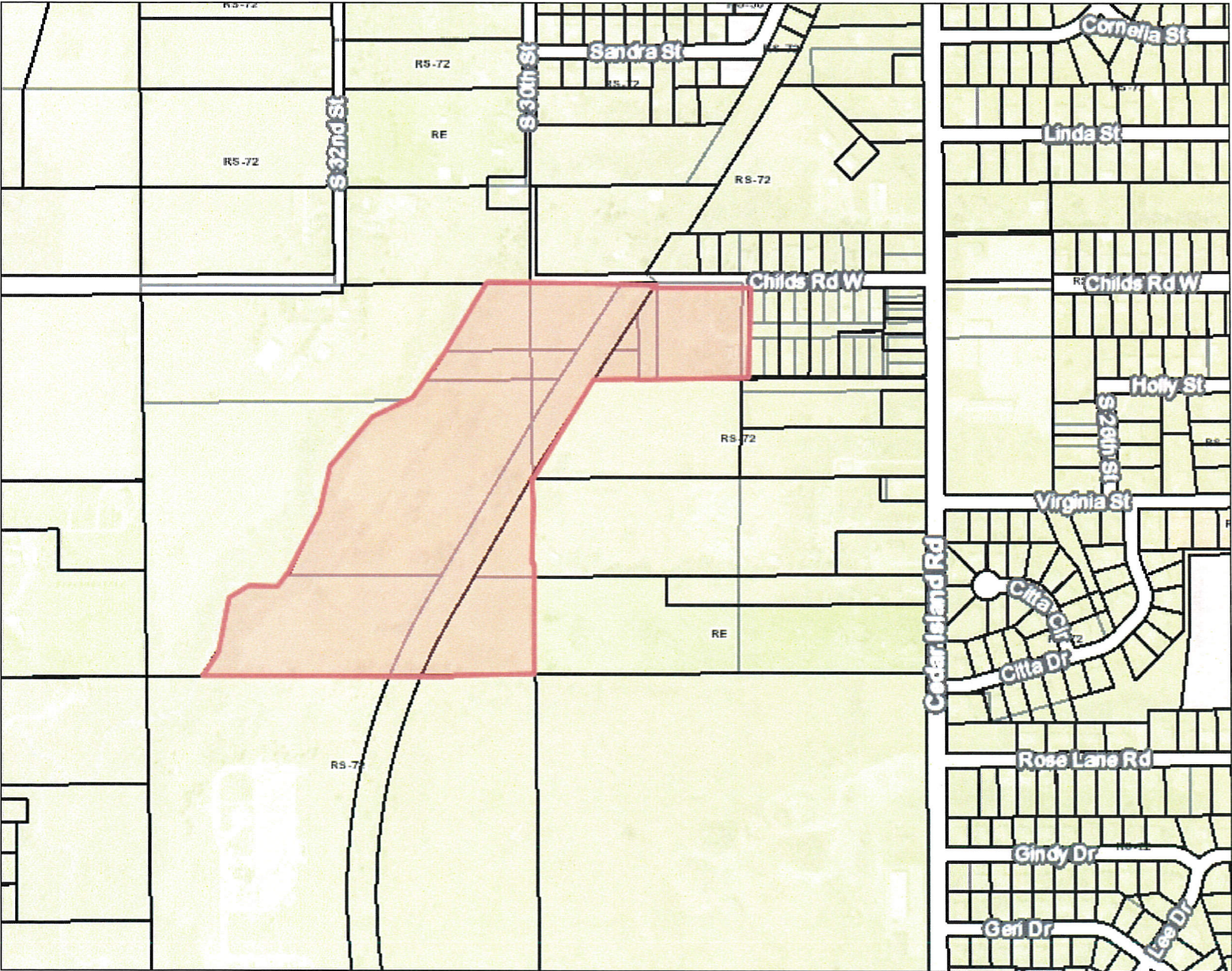
  
Prepared by:

  
Planning Director

  
Date of Report



# Zoning Map

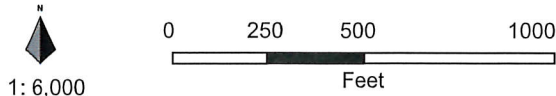


## Location



## Legend

- Road Centerlines  
2018 Aerial Photo
- Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3

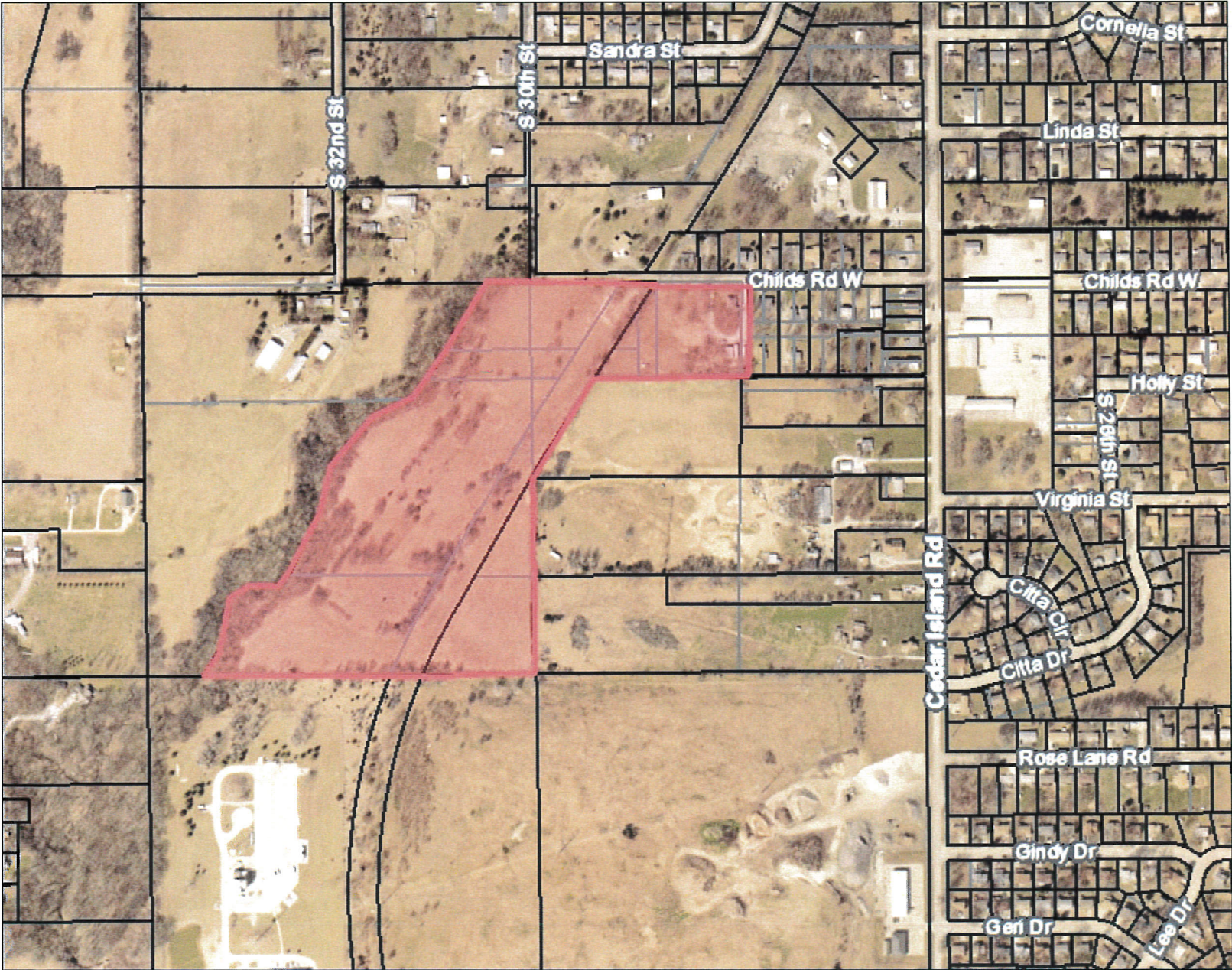


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**Sarpy County GIS**  
1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com



Area of Rezoning Request



Location

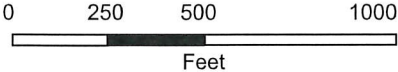


Legend

- Road Centerlines  
2018 Aerial Photo
- Red: Band\_1
  - Green: Band\_2
  - Blue: Band\_3



1: 6,000



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Sarpy County GIS



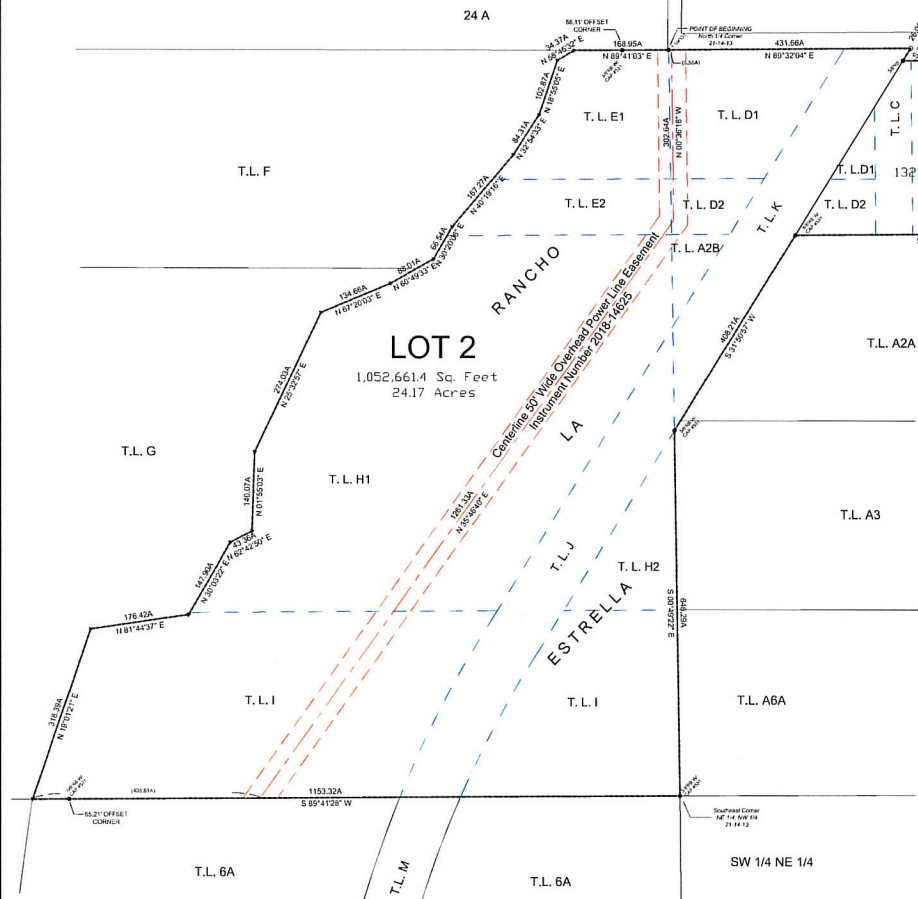
1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
maps.sarpy.com



# RANCHO LA ESTRELLA

## LOTS 1 and 2

Being a replat of Tax Lot B except the North 22.0 feet, Vacated Woods Avenue adjoining Tax Lot B on the East, Tax Lots A2B, C except the North 22.0 feet, D1, D2 and abandoned Chicago, Rock Island and Pacific Railroad (now known as Tax Lot K) all being in the Northwest 1/4 of the Northeast 1/4 of Section 21, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, together with Tax Lots E1, E2, H1, H2, I and Abandoned Chicago, Rock Island and Pacific Railroad (now known as Tax Lot J) all being in the Northeast 1/4 of the Northwest 1/4 of Section 21, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska.



**NORTH 1/4 CORNER, 21-14-13**  
Found 1 1/4" Open Top Pipe  
NE 15.68' to "X" nails in South face of Power Pole  
NE 6.78' to "X" nails in South face of Power Pole  
W 59.36' to "X" nails in top of Fence Post

**SOUTHEAST CORNER, NORTHEAST 1/4, NORTHWEST 1/4, 21-14-13**  
Found 5/8" Rebar W/ Cap #531  
SSW 20.80' to center storm sewer manhole  
ESE 16.30' to blaze in 15" Tree  
W 5.75' to blaze in 12" Tree

Dwight L. Whitfield, L.S. 449  
Date: 10-30-18

**DEDICATION**  
Know all men by these presents that we, Jose Ramirez and Monica Ramirez, husband and wife, being the owners of the property described within the Surveyor's Certificate and embraced within this Plat, have caused said land to be replatted as shown, said action to be hereafter known as "RANCHO LA ESTRELLA", and we do hereby ratify and approve of the dedication of the property as shown on this plat, and further grant perpetual easements to Omaha Public Power District (OPPD), Cox Communications, and CenturyLink across a five (5) foot wide strip of land abutting all front and side boundaries for five (5) foot wide strip of land abutting the rear boundary line of all interior lots, and a sixteen (16) foot wide strip of land abutting the rear boundary lines of all exterior lots. The term exterior lots is herein defined as those lots forming the outer perimeter of the above described addition. The sixteen (16) foot wide easement may be reduced to eight (8) feet wide when the adjacent land is surveyed, platted and recorded. The subdivisor shall grant perpetual easements to Metropolitan Utilities District and Black Hills Energy, their successors and assigns to erect, install, operate, maintain, repair and renew pipelines, hydrants and other related facilities and to extend thereon poles for the transmission of gas and water on, through, under and across a five (5) foot wide strip of land abutting all side-sac streets. No permanent buildings or retaining walls shall be placed in said easement ways, but the same may be used for garages, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid or rights herein granted.

In witness whereof, we do set our names this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**ACKNOWLEDGEMENT OF NOTARY**  
State of Nebraska )  
County of \_\_\_\_\_ )  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public duly commissioned and qualified in and for said County, appeared Jose Ramirez and Monica Ramirez, husband and wife, known by me to be the identical persons whose names are affixed to the Dedication on this Plat, and did acknowledge the execution inherent to be their voluntary act and deed.

Notary Public: \_\_\_\_\_

**COUNTY TREASURER'S CERTIFICATION**  
This is to certify that I find no regular or special taxes due or delinquent against the property as described in the Surveyor's Certificate and as shown by the records of this office.

Sarpy County Treasurer: \_\_\_\_\_ Date: \_\_\_\_\_

**REVIEWED BY SARPY COUNTY PUBLIC WORKS**  
This Plat of "RANCHO LA ESTRELLA" was reviewed by the Sarpy County Surveyor's Office.

Sarpy County Engineer / Surveyor: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVAL OF BELLEVUE PLANNING COMMISSION**  
THE PLAT OF "RANCHO LA ESTRELLA" was approved by the Bellevue Planning Commission.

Chairman, Bellevue Planning Commission: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVAL OF BELLEVUE CITY COUNCIL**  
THE PLAT OF "RANCHO LA ESTRELLA" was approved by the Bellevue City Council. This Plat becomes null and void if not recorded within 90 days of approval date.

Mayor, City of Bellevue: \_\_\_\_\_ Date: \_\_\_\_\_

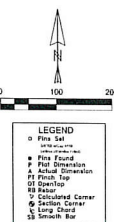
Attest: City Clerk

**LAND SURVEYOR'S CERTIFICATE**  
I HEREBY CERTIFY THAT I have made a boundary survey of the subdivision herein and that permanent monuments have been found or set at all corners of said subdivision to be known as RANCHO LA ESTRELLA, being a replat of Tax Lot B except the North 22.0 feet, Vacated Woods Avenue adjoining Tax Lot B on the East, Tax Lots A2B, C except the North 22.0 feet, D1, D2 and abandoned Chicago, Rock Island and Pacific Railroad (now known as Tax Lot K) all being in the Northwest 1/4 of the Northeast 1/4 of Section 21, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, together with Tax Lots E1, E2, H1, H2, I and abandoned Chicago, Rock Island and Pacific Railroad (now known as Tax Lot J) all being in the Northeast 1/4 of the Northwest 1/4 of Section 21, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:  
Beginning at the North 1/4 corner of said Section 21, thence N 69° 20' 00" E (assumed bearing) along the North line of said Northeast 1/4 of said Section 21 a distance of 431.68'; thence S 31° 50' 40" W along the East line of said abandoned Chicago, Rock Island and Pacific Railroad a distance of 26.03' to a point 22.0 feet South of said North line of said Section 21; thence N 69° 22' 27" E on a line 22.0 feet South of and parallel with said North line of said Northeast 1/4 of said Section 21 a distance of 31.64' to a point on the East line of said Vacated Woods Avenue; thence S 69° 07' 24" W along said East line of said Vacated Woods Avenue a distance of 308.74'; thence S 89° 32' 37" W along the South line of said Vacated Woods Avenue, Tax Lot B, C and D2 a distance of 52.37' to a point on the East line of said abandoned Chicago, Rock Island and Pacific Railroad; thence S 31° 50' 57" W along said East line of said abandoned Chicago, Rock Island and Pacific Railroad a distance of 408.17' to a point on the East line of said Tax Lot H2; thence S 69° 06' 22" E along said East line of said Tax Lot H2 a distance of 115.32' to the center of Creek; thence Northwesterly along said center of Creek the following 13 courses: thence N 19° 01' 21" E a distance of 318.39'; N 61° 44' 37" E a distance of 176.45'; N 39° 02' 22" E a distance of 141.89'; N 62° 42' 50" E a distance of 43.35'; N 01° 00' 00" E a distance of 164.07'; N 25° 32' 34" E a distance of 274.03'; N 67° 20' 03" E a distance of 134.56'; N 60° 49' 33" E a distance of 89.01'; N 36° 20' 09" E a distance of 66.54'; N 40° 19' 16" E a distance of 167.27'; N 32° 54' 33" E a distance of 84.37'; N 19° 55' 05" E a distance of 102.87'; N 58° 45' 32" E a distance of 34.37' to a point on the North line of Northwest 1/4 of said Section 21 and also Tax Lot E1; thence N 69° 41' 03" E along the North line of the Northwest 1/4 of Section 21 and also Tax Lot E1 a distance of 169.95' to the POINT OF BEGINNING and containing 27.2 Acres.

Reserved for Sarpy County Deeds Office

RANCHO LA ESTRELLA  
City of Bellevue - Small Subdivision

D W S  
Land Surveying  
2915 Sheridan Road, Bellevue, NE 68123

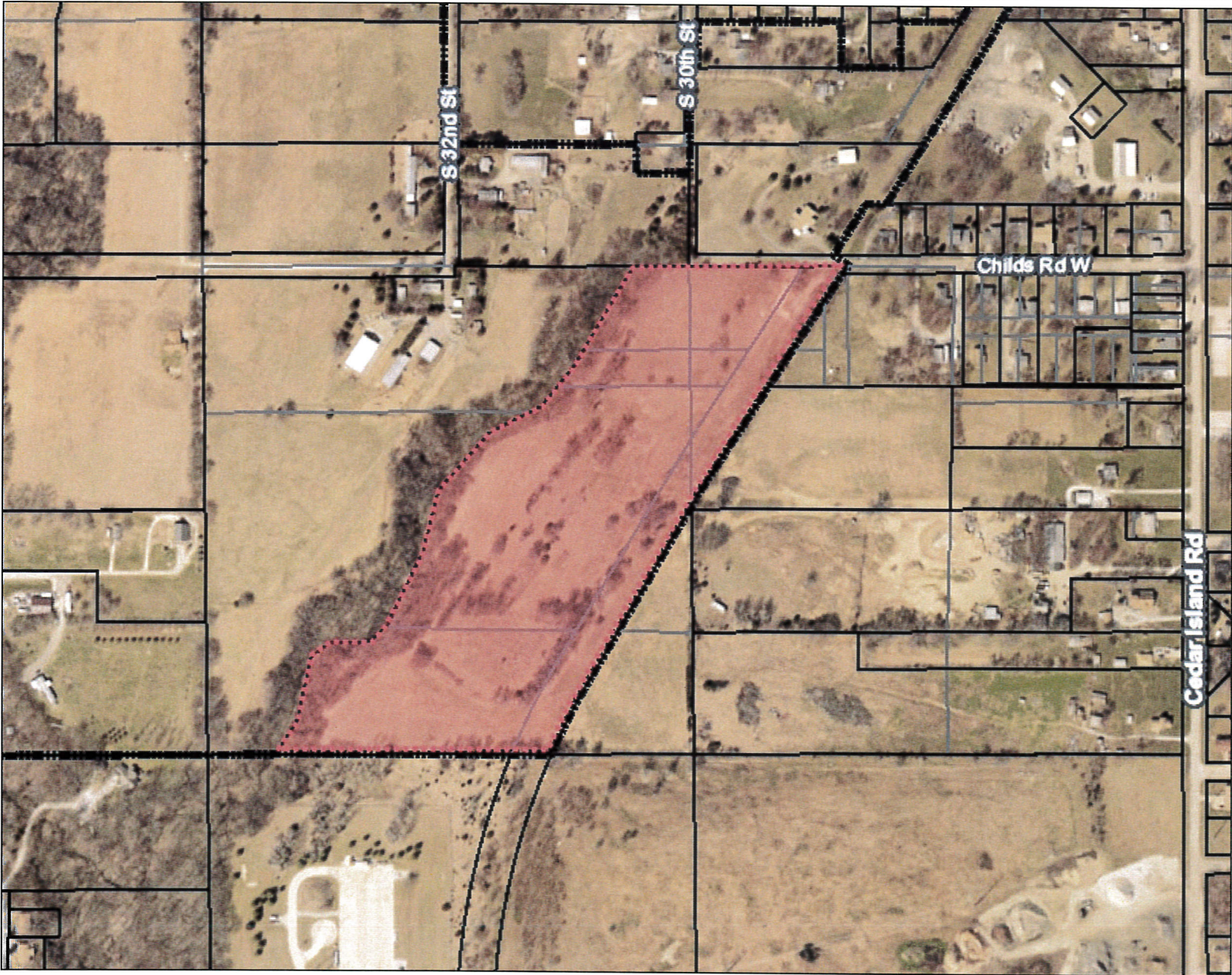


Date: 10-16-18  
Project: 115-7  
Sheet: 1 of 1

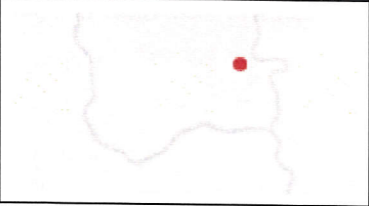
RECEIVED  
DEC 17 2018  
PLANNING DEPT.



City Limits Boundary

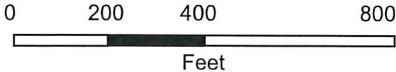


Location



Legend

- Road Centerlines
- Sanitary & Improvement District
- Municipal Boundaries
- 2018 Aerial Photo
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



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



Jose & Monica Ramirez  
2803 Childs Road W  
Bellevue, NE 68147  
(402)707-9657

Dear Zoning Board,

Our names are Jose Ramirez and Monica Ramirez. We are an owner of the Parcel #011590762, Parcel #010602771 and Parcel #011590763, mailing address 2803 Childs Road W Bellevue, NE 68147. These are all directly next to each other. We are currently undergoing a process to join all of these parcels to one parcel of over 20 acres. I am requesting to rezone these parcels from RS -72 to AG. The reason behind this is we have a love of ranching and farming. We know there are similarly zoned parcels within the city of Bellevue and we want to make sure we are meeting all the regulations with the city in order to have our ranch. The current zoning of the parcels does not allow the full agricultural regulations for us. We have no plans of disturbing any neighbors; simply we want to raise cattle and livestock to make a living for our family.

Thank you for your attention and making a positive decision in this matter. If you have any questions please feel free to contact us at the information that we have provided above.

Jose Ramirez  
Jose Ramirez

Monica Ramirez  
Monica Ramirez

RECEIVED  
NOV 15 2018  
PLANNING DEPT.

ORDINANCE NO. \_\_\_\_\_

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 2803 CHILDS ROAD WEST, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 and 2, Rancho La Estrella, being a platting of Tax Lot B, except the North 22.0 feet, vacated Wood Avenue adjoining Tax Lot B on the East, Tax Lots A2B, C except the North 22.0 feet, D1, D2, K, E1, E2, H1, H2, I, and J, all located in the North ½ of Section 21, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From RS-72 (Single Family Residence, 7,200 Square Foot Zone) to RS-72 (Single Family Residence, 7,200 Square Foot Zone) and AG (Agricultural District)

(Jose Ramirez)

Section 2. This ordinance shall not take effect until such time as the final plat of Rancho La Estrella is filed with the Sarpy County Register of Deeds in accordance with Sections 4-10 and 4-11 of the City of Bellevue Subdivision Regulations.

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

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

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10d  
3-11-19

COUNCIL MEETING DATE:	February 11, 2019	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 annex Sanitary and Improvement District #147, Blackhawk, consisting of Lots 1 through 97 and Lots 101 through 152, Blackhawk; Lot 1, Whitfield's Blackhawk; and Lot 2, Oakhurst Replat One. Applicant: City of Bellevue.

SYNOPSIS:

A review of the SID debt, potential City revenue as a result of annexation, and the ability of various City departments to provide services to the residents of this area indicates it is feasible for the City to annex SID #147 at this time.

FISCAL IMPACT:

This annexation would have a positive fiscal impact on the City based upon current and projected revenues and expenses associated with the annexation.

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

N/A

RECOMMENDATION:

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

BACKGROUND:

See attached Planning Department memorandum regarding the fiscal analysis and department review of the proposed annexation.

ATTACHMENTS:

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

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL: \_\_\_\_\_

FINANCE APPROVAL: \_\_\_\_\_

LEGAL APPROVAL: \_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

CITY COUNCIL HEARING DATE: February 26, 2019

REQUEST: to annex SID 147, Blackhawk.

On January 24, 2019, the City of Bellevue Planning Commission voted six yes, zero no, zero abstained, and two absent to recommend:

***APPROVAL*** based upon the Planning Department's recommendation.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Casey						Cain
	Perrin						Ritz
	Jacobson						
	Ackley						
	Cutsforth						
	Smith						

Planning Commission Hearing (s) was held on: January 24, 2019



## City of Bellevue

Office of the Planning Department

**To:** Mayor Hike  
City Council  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director *CMS*  
**Date:** February 4, 2019  
**Subject:** Request to annex SID #147, Blackhawk

The City of Bellevue is proposing to annex into the city limits Sanitary and Improvement District #147, Blackhawk. It has been determined that the SID is feasible for the City to annex based upon a review of its June 30, 2018 financial audit and input from City departments regarding operational needs to provide service to the area. The SID consists of 150 single-family residences and one park lot. The estimated population, based on Census data, is 393 people.

The Planning Department annually reviews SID audits and makes recommendations regarding annexations. While the City has typically proposed an annexation package consisting of several areas, at this time only SID 147 is being proposed for annexation as its review has been completed ahead of other SIDs. I expect in the near future a larger annexation package consisting of several SIDs and other properties will be presented for review.

### Fiscal Analysis

As of June 30, 2018 Sanitary and Improvement District #147 had outstanding bonded indebtedness of \$935,000 plus an additional \$271,165 of general fund warrants outstanding. Prior to the end of the City's fiscal year, principal and interest payments of approximately \$97,000 will be due (although a portion of that will be paid by the SID prior to annexation approval). Bond payments in future years will be approximately \$95,000. The bonds carry interest rates ranging from 2.45% to 3.6%; the final maturity date for outstanding bonds is August 15, 2030.

Since the audit was completed, the SID has issued additional warrants. As of January 18, 2019, the outstanding warrant balance is \$315,775.98 with \$23,458.62 (plus interest) being due this fiscal year. General fund warrants are due three years after the date of issuance with the remaining warrants becoming due periodically through December 26, 2021. It will be in the City's best interest to pay off warrants prior to their due dates as they carry an interest rate of 7%.

As of December 31, 2018 the SID had cash on deposit with the County Treasurer of \$88,042.50. These funds can be used to pay bond and warrant expenses.

The assessed valuation of SID 147 for 2018 is \$36,201,124; the SID tax levy is 0.63 which will result in approximately \$228,000 of taxes receivable in 2019. The current City levy is 0.61; assuming no change in the levy and valuation, the City's taxes receivable in future years would be approximately \$220,800. (This is a conservative calculation as the SID valuation has increased by about 16.8% in the last five years.)

In addition to property tax revenue, the City would receive state highway allocation funds of approximately \$35,800 (based on current funding and is subject to change based on state revenue). The Wastewater Department would see additional revenue of \$54,594 most of which is paid to Omaha for sewage treatment while the remainder funds the operations of the department. Other tax revenue, such as sales taxes on delivered merchandise and automobiles, would be paid to the City but an estimate of this amount is not available.

### Department Review

The proposal to annex SID 147 was sent to other City departments for their review. Department heads were asked to provide comments on how the annexation would affect the operations of the department in terms of workload and need for additional personnel or equipment. The following comments were received:

Streets: Annexation would add 4.25 lane miles to the City with annual maintenance costs of \$16,372. Although the additional lane miles by themselves would not result in a need for additional personnel or equipment, past annexations have not led to more resources for the department resulting in significant increases in the ratio of manpower to lane miles. The City would also acquire a bridge on 25<sup>th</sup> Street that would need to be added to the inspection schedule and would need to contract for installation of curb ramps in the next three years at an estimated cost of \$50,000. Annual street lighting costs would be \$10,575.

Wastewater: Infrastructure is satisfactory with minimal immediate repairs needed. Wastewater revenue would allow the department to continue to operate within its current operating margin.

Police: Can absorb this area with existing department strength.

Fire: Would not add to current call workload as the Fire Department already serves this area. A larger annexation would result in the need for another inspector and medic unit.

Library: A small budget increase may be necessary for additional materials, depending upon how many new card holders there are. This would have a minimal impact on the overall City budget.

Administrative Services: Minimal impact on transportation services, could be absorbed with existing resources.

Fleet Maintenance: As the City continues to grow, there will be greater need for additional maintenance facilities and staff.

City Clerk: No comments as there are no commercial establishments in the area.

Parks: Maintaining the 7.5 acre park would require the addition of one part-time employee and one seasonal employee, plus the purchase of two zero turn mowers. Personnel costs are estimated to be \$53,000 annually, while the mowers would be a one-time expense of \$2,600.

### Impact on Residents

Upon the effective date of the annexation, residents will begin to receive services from the City of Bellevue in place of those currently being provided by Sarpy County or other entities. Such



services include law enforcement, street maintenance and snow removal, maintenance of the sanitary sewer system, park maintenance, and trash removal. The area already is served by the Bellevue Fire Department, but that is through an agreement with the Eastern Sarpy Suburban Fire Protection District. Residents will be able to run for City offices and vote in local elections and be eligible to be appointed to City boards and commissions that require residency. Residents will also pay lower fees for some recreational programs and be able to get a library card free of charge.

Based upon current property tax rates, residents should experience lower property taxes in the future. The current levy for residents is 2.40401, while the levy for city residents is 2.198227. The difference in the levies would result in a decrease in property taxes of \$205.78 for every \$100,000 of assessed valuation. The change would be in effect for 2019 taxes due in 2020.

#### Planning Department Recommendation

Based upon the review of the review of the financial audit and fiscal analysis and the City's ability to provide services to the residents of Blackhawk without negatively impacting the City budget, the Planning Department recommends approval of the proposal to annex Sanitary and Improvement District #147, Blackhawk, into the city limits.

#### Planning Commission Recommendation

APPROVAL based upon the Planning Department's recommendation.



## Chris Shewchuk

---

**From:** Bossard, Mary <MBossard@nektar.com>  
**Sent:** Friday, January 18, 2019 7:13 PM  
**To:** Chris Shewchuk  
**Subject:** Annex proposal for Blackhawk

You don't maintain Looking glass park and sidewalks by the school. Why on earth would you take on another subdivision? The janitor from the school cleared the sidewalks from the last snowstorm. You didn't mow the park properly last summer either.

Please explain how there is any benefit to the property owners or residents to annexation.

My disabled son in law can't walk the kids to school because the sidewalks are not cleared. He can't walk his service dog behind the house because the sidewalks are not cleared. You don't maintain the current city area—why should I want you to now not maintain even more of the neighborhood?

The SID clears their property—you don't maintain yours properly.

Mary Bossard  
Property owner  
2918 Courtney Drive

Sent from my iPhone

RECEIVED  
JAN 24 2019  
PLANNING DEPT.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO ANNEX TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, CERTAIN LANDS, LOTS AND REAL ESTATE LYING WITHIN THE BELOW DESCRIBED BOUNDARIES, TO THE CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA, AND DESIGNATING AN EFFECTIVE DATE

WHEREAS, ALL OF THE LOTS, LANDS, AND REAL ESTATE LYING WITHIN THE BOUNDARIES DESCRIBED AS FOLLOWS TO WIT:

LOTS 1 THROUGH 97, BLACKHAWK  
LOTS 101 THROUGH 152, BLACKHAWK  
LOT 1, WHITFIELD'S BLACKWAWK  
LOT 2, OAKHURST REPLAT ONE  
AND ALL ABUTTING RIGHTS-OF-WAY

ARE CONTINGUOUS AND ADJACENT TO THE CITY OF BELLEVUE, NEBRASKA, AND ARE URBAN OR SUBURBAN IN CHARACTER, AND

WHEREAS, SAID REAL ESTATE WILL RECEIVE MATERIAL BENEFITS AND ADVANTAGES FROM ANNEXATION TO THE SAID CITY.

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

Section 1. All of the real estate lying within the area heretofore described be and the same hereby is included within the boundaries and territory of the City of Bellevue, Nebraska, and said lands and the persons residing thereon shall hereafter be subject to all of the rules, regulations, ordinances, taxes, and all other burdens and benefits of other persons and territory included with the City of Bellevue, Nebraska

Section 2. This ordinance shall become effective May 2, 2019 and after its passage, approval, and publication according to law.

ADOPTED by the Mayor and City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED AS TO FORM:

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

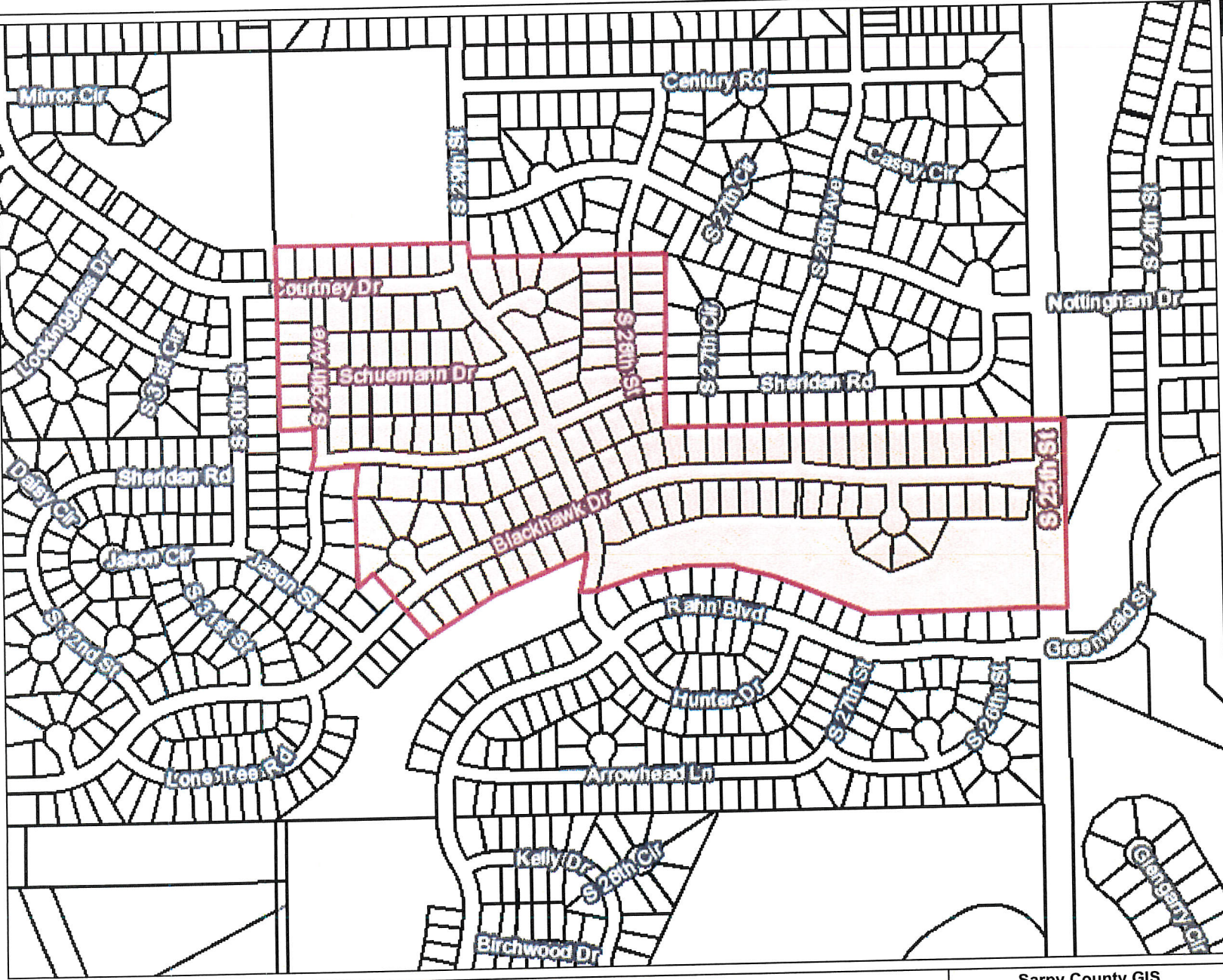
ATTEST

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


\_\_\_\_\_  
Mayor

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

## Area of Proposed Annexation SID 147, Blackhawk

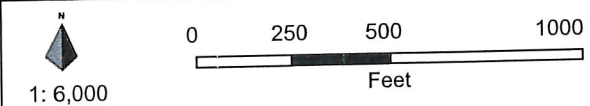


**Location**




### Legend

Road Centerlines



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

 1210 Golden Gate Dr.  
Suite 1130  
Papillion, NE 68046  
[maps.sarpy.com](http://maps.sarpy.com)

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10d.1  
3-11-19

COUNCIL MEETING DATE:	3/11/2019	AGENDA ITEM TYPE:
		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 checked="" type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Blackhawk Park Maintenance Agreement

SYNOPSIS:

Request approval of the Blackhawk Park Maintenance Agreement between the City of Bellevue, Sanitary and Improvement District No. 147, and the Blackhawk Homeowners Association.

FISCAL IMPACT:

\$15,000

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Request approval of the Blackhawk Park Maintenance Agreement between the City of Bellevue, Sanitary and Improvement District No. 147, and the Blackhawk Homeowners Association and authorize the Mayor to sign the Agreement.

BACKGROUND:

Upon annexation of Sanitary and Improvement District No. 147 (Blackhawk) the City of Bellevue and the Blackhawk Homeowners Association will share in the maintenance of the public park known as Blackhawk Park. The City will pay the Association \$15,000 per year for the years 2019, 2020, and 2021. After that the annual payment will be increased on an annual basis to reflect the increase in cost for the services provided by the Association based upon the annual price index (CPI) not to exceed 4%.

ATTACHMENTS:

1	Blackhawk Park Maintenance Agree
2	
3	

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:




**LANG LAW LLC**  
ATTORNEYS AT LAW  
13340 CALIFORNIA STREET, SUITE 203  
OMAHA, NEBRASKA 68154  
(402) 330-1900  
FAX (402) 330-0936

February 25, 2019

Jeffrey L. Roberts PE  
Public Works Director/City Engineer  
City of Bellevue  
[Jeff.Roberts@bellevue.net](mailto:Jeff.Roberts@bellevue.net)

Re: Blackhawk Park Maintenance Agreement

Jeff:

Attached please find a clean copy of the Blackhawk Park Maintenance Agreement. This is the Agreement that Stacen Gross emailed to you on February 19, 2019 which was approved by you per your email of February 22, 2019.

Please present to the City Council for their review and approval. We intend to be at the City Council meeting on Tuesday.

If you have any questions concerning this matter, please let me know. Once again, thank you for your assistance in regard to this matter.

Sincerely,



James E. Lang

JEL:br  
Enclosure

cc: Trustees of SID 147  
Pat Sullivan  
Doug Dreessen

## **AGREEMENT**

### **BLACKHAWK PARK MAINTENANCE**

THIS AGREEMENT is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between the City of Bellevue, Nebraska (the "City"), Sanitary and Improvement District No. 147 of Sarpy County, Nebraska (the "District") and the Blackhawk Homeowners Association, a Nebraska non-profit corporation (the "Association").

### **RECITALS**

WHEREAS, the City of Bellevue is a city of the first class existing under the laws of the State of Nebraska; and

WHEREAS, the District is a sanitary and improvement district formed under the laws of the State of Nebraska; and

WHEREAS, the Association is a homeowner's association which serves the property and the property owners within the Blackhawk Subdivision; and

WHEREAS, the District comprises the single-family residential subdivision of Blackhawk which is located west of 25<sup>th</sup> Street and Blackhawk Drive the boundaries, lots and improvements of which are attached hereto as Exhibit "A"; and

WHEREAS, the District is the owner of a public park known as the Blackhawk Park (the "Park") which is located within the Lot 152, Blackhawk, a subdivision in Sarpy County, Nebraska, the boundaries of which are set forth in Exhibit "B" attached hereto; and

WHEREAS, the District owns and maintains the Park for the public; and

WHEREAS, the City has proposed to annex the District including the Park into the boundaries of the City; and

WHEREAS, by this Agreement, the City, the District and the Association set forth the maintenance, repairs and capital improvements for the Park allocated among the City and the Association upon annexation.

NOW THEREFORE in consideration of the mutual covenants and agreements, and for other good and valuable consideration, the City, the District and the Association hereby agree as follows:

1. The Boundaries of the District. Upon annexation, the boundaries of the District as set forth in Exhibit "A", including the Park, shall be within the boundaries of the City.

2. Park Maintenance and Repair. Upon annexation by the City, Blackhawk Park shall become a city public park. Upon annexation, the maintenance and repair of the Park and its improvements shall be as follows:

- a. Mowing, Turf Care, Fertilizer and Weed Control. Mowing, turf care, fertilizer and weed control for the Park shall be the responsibility of and provided by the Association at its cost.
- b. Creek Bank/Drainage Ditch/Maintenance/Repair. The creek bank and drainage maintenance relating to the creek bank/drainage ditch within the Park shall be maintained and repaired by the Association at its cost.
- c. Irrigation System Maintenance. The irrigation system maintenance shall be provided by the Association at its cost.
- d. Park Lighting Repairs. The Association will maintain the Park trail lighting at its cost.
- e. Tree Trimming and Maintenance. The City shall provide the Park tree trimming and maintenance at its cost.
- f. Park Bridge Repair and Maintenance. The City shall provide the Park bridge repair and maintenance for the 3 park bridges within the Park at its cost.
- g. Park, Trail and Sidewalk/Concrete Repair, Maintenance and Snow Removal. The City shall provide for the repair, maintenance and snow removal of the sidewalk and trails within the Park at its cost.
- h. Landscape Maintenance. The Association shall provide for the maintenance of the landscaping within the Park at its cost.
- i. MUD/Irrigation System Water Use. The Association shall pay MUD for the water use through the irrigation system to water the Park at its cost.
- j. OPPD/Park Lighting. The Association shall pay OPPD for the electricity use for Park lighting at its cost.
- k. OPPD/Front Entrance Lighting. The Association shall pay OPPD for the electricity charges for providing lighting to the entrance of Blackhawk at 25<sup>th</sup> Street at its cost.
- l. Park Trash Carts (Quantity 4). The City shall provide for new Papillion Sanitation trash carts to be utilized within the Park at its cost.



3. 25<sup>th</sup> Street Entrance Improvements. The Association will maintain the front entrance lighting and pay for the electricity to OPPD for the front entrance lighting and provide and pay for the mowing and turf care of the entrance. The City shall provide and pay for the snow removal of the sidewalks at the entrance of the subdivision.
4. Decorative Street Sign Maintenance. The Association shall pay for the maintenance and repair of the decorative street signs within the boundaries of SID 147.
5. City Annual Maintenance Payment to the Association. In consideration of the Association agreeing to assume the responsibility to maintain, repair and pay for the cost as set forth in paragraph 2 and 3 above, the City shall pay the Association \$15,000.00 per year for the years 2019, 2020 and 2021. Thereafter the \$15,000.00 annual payment shall be increased on an annual basis to reflect the increase in cost for the services being provided by the Association based upon the annual consumer price index (CPI) not to exceed 4% per annum with the base year to be 2021 (the "Annual Payment"). The Annual Payment for 2019 shall be due and payable upon the effective date of the annexation of the District and for all subsequent years the Annual Payment shall be made by January 15<sup>th</sup> of each year for that calendar year maintenance. The Association shall provide to the City within 30 days after the close of calendar year the invoices and evidence of payment for the cost incurred and paid for by the Association as set forth in this Agreement. The City shall have the right to audit those invoices and payments that relate to the services being provided under this Agreement.
6. Term of Agreement. This Agreement shall remain in full force and effect for a period of ten (10) years from the date hereof and thereafter this Agreement shall automatically renew for successive one (1) year periods unless the City or the Association provides written notice to the other party 90 days before commencement of the next successive one (1) year period that it is terminating the Agreement. Upon termination of the Agreement, the City and the Association shall agree on the allocation of the maintenance, repair and reconstruction responsibilities for the Park and the Entrance and if no agreement is reached, then each party shall be obligated to provide the maintenance, repair and reconstruction for the Park and the improvements within the Park and the Entrance pursuant to their responsibilities under the law.
7. Modifications to Agreement. Any modification or amendment of this Agreement, including termination as provided for in paragraph 6 of this Agreement, shall require a written agreement approved through formal action by the governing bodies of the City and the Association.
8. Indemnification. Each Party shall release, indemnify and hold harmless ("Indemnifying Party") each other Party ("Indemnified Party") and said Indemnified Party's officers, officials, employees, and agents, and each of them, from and against all losses, damages, liabilities, claims, costs, and expenses whatsoever arising out of or resulting from the negligence, acts, or omissions of the Indemnifying Party, or the officers, officials, employees, agents, or contractors of the Indemnifying Party.

9. Miscellaneous.

a. Incorporation of Recitals. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

b. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget established for such an entity.

c. Governing Law. The Parties shall conform to all existing and applicable state and federal laws, and all existing and applicable rules and regulations. Any dispute arising from this contractual relationship shall be governed solely and exclusively by Nebraska law except to the extent such provisions may be superseded by applicable federal law, in which case the latter shall apply.

d. Forum Selection and Personal Jurisdiction. Any dispute arising from this contractual relationship shall be solely and exclusively filed in, conducted in, and decided by the courts located in Sarpy County, Nebraska. As such, the Parties also agree to exclusive personal jurisdiction in the courts located in Sarpy County, Nebraska.

e. Entire Agreement. This Agreement and all exhibits and documents referenced herein, which are hereby incorporated and specifically made a part of this Agreement by this reference, express the entire agreement of the Parties and shall be binding upon the successors and assigns of the respective Parties. Accordingly, this Agreement supersedes any prior written or oral agreement or understanding between the Parties concerning the subject matter hereof.

f. Notices, Consents, and Approval. Unless expressly stated otherwise herein, all notices, requests, consents, approvals, authorizations, or other submissions required to be made by the Parties shall be in writing, whether or not so stated, and shall be deemed sufficient and served upon the other only if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

For City:                      City of Bellevue  
   Attn: City Clerk  
   1500 Wall Street  
   Bellevue, NE 68005

For Association:              Blackhawk Homeowners Association  
   Attn: President  
   2920 Blackhawk Circle  
   Bellevue, NE 68123

Such addresses and contact persons may be changed from time to time upon written notice to the other Party.

g. Headings. The headings herein are inserted for convenience and reference only and in no way define or limit the scope of any provisions hereof.

h. Severability. In the event any portion of this Agreement may be held invalid, void, or illegal for any reason by a court of competent jurisdiction, any such holding shall in no way affect, impair, or invalidate any other provisions of this Agreement, and such other provisions shall remain in full force and effect as if the invalid, void, or illegal provision was never part of this Agreement.

i. Conflict of Interest. The Parties warrant to each other that they have not employed nor retained any company or person, other than a bona fide employee working solely for the Parties to this Agreement, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than a bona fide employee working solely for the Parties, any fee, commissions, percentage, brokerage fees, gifts or other consideration, contingent upon or resulting from the award or making of this Agreement.

j. Representations. Each Party represents and warrants to the other that (a) it has all necessary right, power and authority to enter into this Agreement, and (b) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such Party have been duly authorized by all necessary action on behalf of such Party.

k. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one Agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Parties have executed this Agreement of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Attest:

CITY OF BELLEVUE

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

\_\_\_\_\_  
Rusty Hike, Mayor

Attest:

SANITARY AND IMPROVEMENT DISTRICT  
NO. 147 OF SARPY COUNTY, NEBRASKA

\_\_\_\_\_  
Richard Scofield, Clerk

\_\_\_\_\_  
Stacen Gross, Chairman

BLACKHAWK HOMEOWNER'S  
ASSOCIATION, a Nebraska non-profit  
corporation

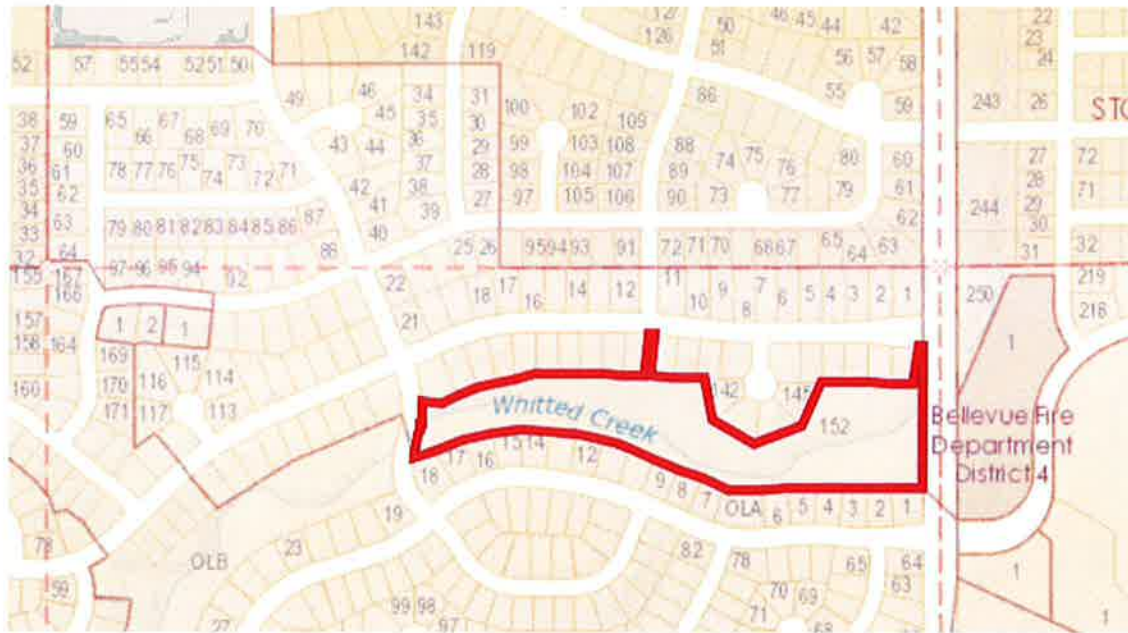
\_\_\_\_\_  
Stacen Gross, President

**EXHIBIT A – BLACKHAWK NEIGHBORHOOD SID 147 BOUNDARY MAP**





**EXHIBIT B – BLACKHAWK PARK (LOT 152) BOUNDARY MAP**



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a  
3-11-19

COUNCIL MEETING DATE:	03/11/2019	AGENDA ITEM TYPE:	
SUBMITTED BY:  Finance Director		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:

**Change the Quarterly Budget Presentation dates**

SYNOPSIS:

This ordinance amends Ordinance 3708. In association with Ordinance 3937, and it's change of City Council Meeting dates, this Ordinance changes the Quarterly Budget Presentation dates to allow sufficient time to prepare an accurate and informational presentation.

FISCAL IMPACT:

None.

BUDGETED ITEM: ☒ YES ☐ NO  
IF NO, EXPLAIN:

GRANT/MATCHING FUNDS ☐ YES ☒ NO  
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:		
	GL Account #:	GL Account Name:	

RECOMMENDATION:

Recommend adoption of this Ordinance to allow for an accurate and informational Quarterly Budget Presentation.

BACKGROUND:

Ordinance 3908 required Quarterly Budget Presentations on the second City Council meeting in January, April, July and October. Ordinance 3937 moves the City Council meeting one week earlier. Important financial information is received in the second week of the month and, therefore, adjustment of the presentation dates is needed to prepare the reports.

ATTACHMENTS:

1	Ordinance 3937	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

\_\_\_\_\_

Existing

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND SECTION 2-30 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE CITY COUNCIL'S ORDER OF BUSINESS; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-30 of the Bellevue Municipal Code is hereby amended to read as follows:

**Sec. 2-30. Order of business.**

(a) The business of the council shall be taken up for consideration and disposition in the following order:

- (1) Pledge of allegiance;
- (1)(a) Invocation;
- (2) Call to order and roll call;
- (2)(a) Open Meetings Act;
- (3) Approval of agenda, consent agenda, minutes and advisory committee reports;
- (4) Approval of claims (statements of account);
- (5) Special presentations (quarterly budget update on agendas for the second City Council meetings in January, April, July, and October);
- (5)(a) Organizational Matters (when necessary to elect a new council president)
- (6) Approved Citizen Communication
- (7) Liquor licenses;
- (8) Ordinances for adoption (third reading);
- (9) Ordinances for public hearing (second reading);
- (10) Ordinances for introduction (first reading) read only;
- (11) Public hearing on matters other than ordinances;
- (12) Resolutions for adoption;
- (13) Current business;
- (14) Administrative reports;
- (15) Closed or Executive Session; and
- (16) Adjournment.

(b) The order of business shall not be changed except by a majority vote of the city council. The city clerk shall have the authority at his or her discretion, when preparing any agenda for a city council meeting, to group items together that are of a similar nature or are related by subject matter when it appears reasonable to do so for efficient progression of such meeting.

Section 2. That Section 2-30 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication as provided by law.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

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

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

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

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

Real Lined

ORDINANCE NO. 3937

AN ORDINANCE TO AMEND SECTION 2-30 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO THE CITY COUNCIL'S ORDER OF BUSINESS; TO REPEAL SUCH SECTION AS HERETOFORE EXISTING; AND TO PROVIDE FOR THE EFFECTIVE DATE OF THIS ORDINANCE.

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

Section 1. That Section 2-30 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-30. Order of business.

(a) The business of the council shall be taken up for consideration and disposition in the following order:

- (1) Pledge of allegiance;
- (1)(a) Invocation;
- (2) Call to order and roll call;
- (2)(a) Open Meetings Act;
- (3) Approval of agenda, consent agenda, minutes and advisory committee reports;
- (4) Approval of claims (statements of account);
- (5) Special presentations (quarterly budget update on agendas for the second City Council meetings in January February, April May, July August, and October November);
- (5)(a) ~~Organizational Matters~~ (when necessary to elect a new council president)
- (6) Approved Citizen Communication
- (7) Liquor licenses;
- (8) Ordinances for adoption (third reading);
- (9) Ordinances for public hearing (second reading);
- (10) Ordinances for introduction (first reading) read only;
- (11) Public hearing on matters other than ordinances;
- (12) Resolutions for adoption;
- (13) Current business;
- (14) Administrative reports;
- (15) Closed or Executive Session; and
- (16) Adjournment.

(b) The order of business shall not be changed except by a majority vote of the city council. The city clerk shall have the authority at his or her discretion, when preparing any agenda for a city council meeting, to group items together that are of a similar nature or are related by subject matter when it appears reasonable to do so for efficient progression of such meeting.

Section 2. That Section 2-30 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval and publication as provided by law.

ADOPTED by the Mayor and City Council this \_\_\_\_ day of \_\_\_\_\_ 2019.

ATTEST:

\_\_\_\_\_  
Mayor

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

APPROVED AS TO FORM:

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

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12b  
3-11-19

COUNCIL MEETING DATE:	03/11/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: -Michael Rogers, Gilmore & Bell, P.C. (Issuer's Bond Counsel) -Cody Wickham, D.A. Davidson (Underwriter) -Finance Director	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:

Refinance debt - Refund a portion of 2012, 2013 and 2014 public safety bonds and issue \$5,785,000 of new public safety bonds.

SYNOPSIS:

The City of Bellevue will refund \$1,440,000 of the 2012 bonds, \$2,450,000 of the 2013 bonds and \$1,820,000 of the 2014 bonds issue up to \$5,785,000 of new bonds to save interest costs and more effectively manage debt.

FISCAL IMPACT:

Positive effect on debt service cash flow generating estimated net savings of approximately \$425k with a present value of about \$281k.

BUDGETED ITEM: ☐ YES ☒ NO

GRANT/MATCHING FUNDS

☐ YES ☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

The City budgeted refundings of \$5,000,000 for FYE2019. The cost savings are compelling enough to go ahead with the refinancing. The City will work on savings in other areas to cover the variance or, if necessary, amend the FYE2019 budget.

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:

Suspend the statutory rule requiring reading on three different days and, after the public hearing is held at this meeting, approve Ordinance \_\_\_\_\_, authorizing and providing for issuance of public safety department tax anticipation refunding bonds, series 2019, in an amount not to exceed \$5,785,000.00.

BACKGROUND:

In 2012, the City bonded renovations to the Fire Stations in the amount of \$2,210,000. In 2013, the City bonded renovations to the new Police Headquarters located at 1510 Wall Street in the amount of \$5,500,000 and in 2014, the City bonded additional renovations to the new Police Headquarters located at 1510 Wall Street in the amount of \$2,620,000.

ATTACHMENTS:

1	Ordinance	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



ORDINANCE NO. 3938

AN ORDINANCE AUTHORIZING THE ISSUANCE OF PUBLIC SAFETY DEPARTMENT TAX ANTICIPATION REFUNDING BONDS, SERIES 2019 OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION SEVEN HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$5,785,000) TO PROVIDE FOR THE PAYMENT AND REDEMPTION OF CERTAIN PUBLIC SAFETY DEPARTMENT TAX ANTICIPATION BONDS OF THE CITY OF BELLEVUE, NEBRASKA; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PROVIDING FOR THE LEVY OF TAXES TO PAY THE INTEREST ON AND PRINCIPAL OF SUCH BONDS; AND PROVIDING FOR PUBLICATION OF THIS ORDINANCE IN PAMPHLET FORM; AND RELATED MATTERS

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

**Section 1.** The Mayor and Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”) hereby find and determine as follows:

(a) The City has previously issued and there are now outstanding and unpaid Public Safety Department Tax Anticipation Bonds, Series 2012, in the principal amount of \$1,930,000, dated July 9, 2012 (the “**2012 Bonds**”), and bearing interest and maturing as follows:

<u>Amount</u>	<u>Maturity (June 15)</u>	<u>Interest Rate</u>
\$120,000	2019	1.50%
120,000	2020	1.80
125,000	2021	2.05
125,000	2022	2.25
125,000	2023	2.45
130,000	2024	2.65
135,000	2025	2.85
140,000	2026	3.05
150,000	2027	3.15
760,000	2032*	3.65

\*Term Bond

Such 2012 Bonds were originally issued in the principal amount of \$2,210,000. The 2012 Bonds are redeemable at the option of the City at any time on or after July 9, 2017, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(b) The City has previously issued and there are now outstanding and unpaid Public Safety Department Tax Anticipation Bonds, Series 2013, in the principal amount of \$5,100,000, dated June 3, 2013 (the “**2013 Bonds**”), and bearing interest and maturing as follows:

<u>Amount</u>	<u>Maturity (June 1)</u>	<u>Interest Rate</u>
\$100,000	2019	1.20%
100,000	2020	1.45
100,000	2021	1.70
400,000	2022	1.90
450,000	2023	2.15
500,000	2024	2.35
500,000	2025	2.55
500,000	2026	2.75
500,000	2027	2.95
500,000	2028	3.10
1,450,000	2033*	3.50

\*Term Bond

Such 2013 Bonds were originally issued in the principal amount of \$5,500,000. The 2013 Bonds are redeemable at the option of the City at any time on or after June 3, 2018, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(c) The City has previously issued and there are now outstanding and unpaid Public Safety Department Tax Anticipation Bonds, Series 2014, in the principal amount of \$2,120,000, dated February 27, 2014 (the “**2014 Bonds**”, and together with the 2012 Bonds and the 2013 Bonds, the “**Callable Outstanding Bonds**”), and bearing interest and maturing as follows:

<u>Amount</u>	<u>Maturity (December 1)</u>	<u>Interest Rate</u>
\$100,000	2019	1.80%
100,000	2020	2.20
100,000	2021	2.50
75,000	2022	2.80
75,000	2023	3.00
75,000	2024	3.20
270,000	2025	3.35
275,000	2026	3.50
275,000	2027	3.65
300,000	2028	3.75
475,000	2039	3.85

Such 2014 Bonds were originally issued in the principal amount of \$2,620,000. The 2014 Bonds are redeemable at the option of the City at any time on or after February 27, 2019, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(d) That in addition to the Callable Outstanding Bonds the City has outstanding its Public Safety Department Tax Anticipation Refunding Bonds, 2016 Series, date of original issue – November 29, 2016, issued in the original principal amount of \$2,065,000 (the “**2016 Bonds**” and together with the Callable Outstanding Bonds, the “**Outstanding Bonds**”);

(e) All of the Outstanding Bonds remain unpaid and are a legal liability against the City, provision for the payment of which may be made by the lawful issuance and sale of refunding bonds of the City pursuant to Sections 18-1201, 18-1202 and 10-142, Reissue Revised Statutes of Nebraska, as amended.

(f) Since the issuance of the Callable Outstanding Bonds, the rates of interest available in the markets have declined so that the City can effect a savings in interest costs by providing for payment and redemption of all or part of the Callable Outstanding Bonds, as determined by the Mayor in accordance with the provisions of this Ordinance, through the issuance of refunding bonds of the City.

(g) By making provision for the redemption and payment of all or a portion of the Callable Outstanding Bonds (as called for redemption, the **"Refunded Bonds"**) through the issuance of refunding bonds, a savings in the amount of annual debt service on the Refunded Bonds would be made by the City.

(h) The City does herein authorize calling the Refunded Bonds for payment and redemption in accordance with law and the ordinances authorizing the Callable Outstanding Bonds, on a date to be determined as provided for herein (the **"Redemption Date"**).

(i) All bond sinking fund money of the City in existence with respect to the Refunded Bonds has been or will be used to pay principal and interest maturing, accruing and falling due on the Refunded Bonds on or before the Redemption Date, all of such sinking fund money being hereby appropriated and set aside for such purpose, it being found hereby that no sinking fund money is presently in existence to pay the principal of or interest on the Refunded Bonds being called for redemption on the Redemption Date, and that the City has no other funds accumulated for the payment thereof.

(j) The taxable valuation of all taxable property within the City for the current fiscal year is \$3,104,241,224; that a levy of five cents on each one hundred dollars of taxable property within the City would produce approximately \$1,552,120; and that debt service on the Bonds authorized herein and the Outstanding Bonds to remain outstanding after the issuance of the Bonds shall not exceed \$1,200,000.

(k) All conditions, acts and things required by law to exist or to be done precedent to and in the issuance of Public Safety Department Tax Anticipation Refunding Bonds, Series 2019, of the City (the **"Bonds"**) in the principal amount of not to exceed \$5,785,000 do exist and have been done and performed as required or provided by law.

**Section 2.** (a) To provide funds for the purpose of paying a portion of the costs of the Project and refinancing the Refunded Bonds, all as set out in **Section 1** hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$5,785,000. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the **"Underwriter"**). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an **"Authorized Officer"**) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a **"Designation"**), (i) the aggregate purchase price of the Bonds, including any original issue discount or premium and any underwriting discount, (ii) the underwriting discount or fee, which shall not exceed 0.95% of the aggregate stated principal amount of the Bonds, and whether such discount or fee shall be paid from bond proceeds or other City funds, (iii) the form and contents of any bond purchase agreement in connection with such sale, (iv) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$5,785,000, and the final maturity date, which shall not be later than December 15, 2033, (v) the principal amounts maturing in each year, (vi) the rate or rates of interest to be borne by each principal maturity, provided that 2.00% present value savings results from refunding the Refunded Bonds, (vii) the principal payment dates and interest payment dates, (viii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of

redemption, (ix) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (x) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (xi) all other terms and provisions of the Bonds not otherwise specified or fixed by this Ordinance.

(b) The Authorized Officers, or each individually, are hereby authorized to call any or all of the Refunded Bonds for redemption on such date he or she determines appropriate, which date shall be the Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds.

**Section 3.** Interest on the Bonds at the respective rates for each maturity is payable semiannually on dates to be determined in the Designation (each of such dates an **"Interest Payment Date"**) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner's address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the **"Record Date"**) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

**Section 4.** Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Ordinance.

**Section 5.** The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SARPY  
CITY OF BELLEVUE  
PUBLIC SAFETY DEPARTMENT TAX ANTICIPATION REFUNDING BONDS, SERIES 2019

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20__	_____, 2019	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

DOLLARS

The CITY OF BELLEVUE, NEBRASKA (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning \_\_\_\_\_, 20\_\_ (each of such dates an "Interest Payment Date") until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, \_\_\_\_\_ (the "Registrar"), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner's address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding an Interest Payment Date (the "Record Date"). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one maturing on or prior to \_\_\_\_\_, 20\_\_, shall not be subject to redemption prior to their stated maturities. The bonds of the series of which this bond is one maturing on and after \_\_\_\_\_, 20\_\_ are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then



unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Ordinance (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Ordinance (hereinafter defined). Notice of redemption having been given as provided in the Ordinance (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City for the purpose of providing for the payment and redemption of: (i) Public Safety Department Tax Anticipation Bonds, Series 2012, date of original issue – July 9, 2012; (ii) Public Safety Department Tax Anticipation Bonds, Series 2013, date of original issue – June 3, 2013; and (iii) Public Safety Department Tax Anticipation Bonds, Series 2014, date of original issue – February 27, 2014, all pursuant to Sections 18-1201, 18-1202, and 10-142 Reissue Revised Statutes of Nebraska, as amended. This bond and the series of which it is one, are issued under the authority of and in compliance with the laws of the State of Nebraska governing the City, and pursuant to Ordinance No. \_\_\_\_ of the City (the “**Ordinance**”) duly enacted and by proceedings duly had by the Mayor and Council.

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner’s attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Ordinance and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

The City has in the Ordinance designated such issue of bonds as “qualified tax-exempt obligations” pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended.

**IT IS HEREBY CERTIFIED AND WARRANTED** that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond and the Refunded Bonds did exist, did happen and were done and performed in regular and due form and time as required by law. The City has agreed to make a special levy of taxes as permitted by Section 18-1201, Reissue Revised Statutes of Nebraska, as amended, of not more than five cents on each \$100 upon the taxable value of all the taxable property within the City, which tax shall be sufficient in rate and amount to fully pay the principal and interest of this bond, the other bonds of said issue and all other bonds of the City authorized and outstanding under the provisions

of Section 18-1202, Reissue Revised Statutes of Nebraska, as amended, as the same become due (including mandatory redemptions of principal). The City agrees that said bonds shall be secured by such tax so assessed and levied and shall be payable only out of the funds derived from such tax.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

**IN WITNESS WHEREOF**, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

**CITY OF BELLEVUE, NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
(Facsimile Signature)  
Mayor

By: \_\_\_\_\_  
(Facsimile Signature)  
Clerk

[S E A L]

**BOND REGISTRAR AND PAYING AGENT'S  
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Ordinance.

\_\_\_\_\_, Bond  
Registrar and Paying Agent

By: \_\_\_\_\_

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

---

Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ agent to transfer the within Bond on the Bond Register kept by the  
Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

**Section 6.** Each of the Bonds shall be executed on behalf of the City with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "**Depository**"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the "**Representation Letter**") in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "**Bond Participant**") or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a "**Beneficial Owner**") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this **Section**.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of **Section 3(d)** of this Ordinance, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer, who is authorized to deliver them to the Underwriter, the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Ordinance.

**Section 7.** The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the “**Registrar**”) for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer. The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled “**Paying Agent and Registrar’s Agreement**” between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner’s attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Ordinance of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer



and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The City and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

**Section 8.** The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to the redemption of the Refunded Bonds on the Redemption Date. Accrued interest received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

**Section 9.** After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Purchase Agreement described herein.

**Section 10.** The City agrees that it shall, pursuant to Section 18-1201, Reissue Revised Statutes of Nebraska, as amended, levy a special tax so long as any of the Bonds and the Outstanding Bonds remain outstanding of not more than five cents upon each \$100 upon the taxable value of all the taxable property within the City. The City further agrees that in each calendar year in which payments of principal and interest fall due on the Bonds and the Outstanding Bonds (including mandatory sinking fund redemptions), such tax shall be levied and collected in an amount not less than 110% of the total amount of principal and interest payable on the Bonds and the Outstanding Bonds in such calendar year. Said Bonds shall be secured by such tax and shall be payable only out of the funds derived from such tax. On receipt of such taxes, the City Treasurer shall hold such tax in a separate fund for the purpose of paying or redeeming the Bonds and the Outstanding Bonds.

**Section 11.** The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to the Underwriter.

**Section 12.** The City hereby covenants and agrees that it will make no use of the proceeds of the Bonds which would cause the Bonds to be arbitrage bonds within the meaning of Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "**Code**") and further covenants to comply with said Sections 103(b)(2) and 148 and all applicable regulations thereunder throughout the term of said issue,

including all requirements with respect to payment and reporting of rebates, if applicable. The City hereby covenants to take all action necessary to preserve the tax-exempt status of the interest on the Bonds for federal income tax purposes under the Code with respect to taxpayers generally. The City further agrees that it will not take any actions which would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141 of the Code. The City hereby designates the Bonds as its "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B)(i)(III) of the Code and covenants and warrants that it does not reasonably expect to issue bonds or other obligations aggregating in principal amount more than \$10,000,000 during the calendar year or years in which the Bonds are issued (taking into consideration the exception for current refunding issues). The Authorized Officers, or each individually, are hereby authorized to make, or cause to be made, any and all certifications deemed necessary in connection with the designation of the Bonds as "qualified tax-exempt obligations", including "deemed designating" the Bonds.

**Section 13.** The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement (the "**Purchase Agreement**") for the sale of the Bonds to the Underwriter, in a form approved by such Authorized Officer(s). Sale of the Bonds to the Underwriter pursuant to the Purchase Agreement is hereby in all respects authorized, adopted, specified, accepted, ratified, approved, and confirmed.

**Section 14.** The City hereby (1) authorizes and directs that an Authorized Officer execute and deliver, as of date of issue of the Bonds, a Continuing Disclosure Undertaking (the "**Undertaking**") in such form as shall be satisfactory to bond counsel for the City, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Undertaking) or any Beneficial Owner or any other owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section. For purposes of this section, "**Beneficial Owner**" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

**Section 15.** The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

**Section 16.** The City's obligation under this Ordinance shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as "**Government Obligations**"), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Ordinance; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall

forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

**Section 17.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers, the City Clerk, the City Attorney and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds and the redemption of the Refunded Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

**Section 18.** If any one or more of the provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Ordinance and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Ordinance and under any applicable provisions of law. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Ordinance are to be extent of such conflict hereby repealed.

**Section 19.** This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as provided by law.

**PASSED AND APPROVED:** March 11, 2019.

**CITY OF BELLEVUE, NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Clerk

[ S E A L ]

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

13a  
3-11-19

COUNCIL MEETING DATE:	03-11-19	AGENDA ITEM TYPE:	
SUBMITTED BY:  Susan Kluthe, City Clerk		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"/>

SUBJECT:

Application for an Event License for Runway Run on May 11, 2019 from 6:00 a.m. to 9:30 a.m.

SYNOPSIS:

Bellevue Economic Enhancement Foundation, in partnership with the Bellevue Chamber of Commerce -- Application for an Event License for "Runway Run" on May 11th from 6:00 a.m. to 9:30 a.m.

FISCAL IMPACT:

\$50 for the Event License

BUDGETED ITEM: ☐ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

n/a

RECOMMENDATION:

Approval of the Event

BACKGROUND:

The "Runway Run" is in partnership with Offutt AFB. The run will be a 5k race starting at the BPS Lied Center to Offutt AFB flag gate and onto a segment of the runway and returning to the start location.

ATTACHMENTS:

- 1 Application for Event License
- 2 Comments from PD, Streets & Parks
- 3

4	
5	
6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

n/a

FINANCE APPROVAL:

n/a

LEGAL APPROVAL:

A. Bree Robins



## CITY OF BELLEVUE

## APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 and 5-37, and hereby submits the following facts in support thereof:

Date: February 18, 2019

APPLICANT (Name/Address/Phone #): Duane Safarik, President/CEO, Bellevue Economic Enhancement Foundation in partnership with the Bellevue Chamber of Commerce, 1036 Bruin Blvd Suite 119, Bellevue NE 68005 (402) 898-3000

CORPORATION (Name/Address): Bellevue Economic Enhancement Foundation in partnership with the Bellevue Chamber of Commerce, 1036 Bruin Blvd Suite 119, Bellevue NE 68005

CORPORATION OFFICERS: Amanda Andrews, Board Chair; Ralph Gladbach, Incoming Chair; Ralph Gladbach, Treasurer; Amanda Glazebrook.

PROPOSED ACTIVITY: Runway Run. In partnership with Offutt AFB the run will be a 5k race starting at the BPS Lied Center to Offutt AFB flag gate and onto a segment of the runway and returning to the start location.

DAY/DATE OF PROPOSED ACTIVITY: Saturday, May 11, 2019

LOCATION OF PROPOSED ACTIVITY: Bellevue Public School Lied Center 2600 Arboretum Dr

HOURS OF OPERATION: Saturday 6:00 AM until 9:30 AM

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: On-site restrooms
2. Running Water: On-site
3. Power: On-site
4. Parking: on-site with assistance of Bellevue Police Department
5. Insurance: Liability Insurance and waiver

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises.

Signature of Applicant: \_\_\_\_\_

### FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on \_\_\_\_\_.

City Council hearing date: \_\_\_\_\_

License Fee of \$50 paid on: 2-21-19 Receipt #: 177018

NOTE: Police Dept./Parks Dept./Street Dept. make recommendations on reverse side.

**Police Department Recommendations:**

**Parks Department Recommendations:**

**Street Department Recommendations:**



AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.

MADISON, WISCONSIN 53783-0001

COMMERCIAL LIABILITY UMBRELLA POLICY

DECLARATIONS

POLICY NUMBER  
26X5274402

CUSTOMER BILLING ACCOUNT  
020-062-811 59

NAMED BELLEVUE CHAMBER OF COMMERCE INCORPORATED  
INSURED

MAILING 1102 GALVIN RD S  
ADDRESS BELLEVUE, NE 68005-3001

POLICY PERIOD FROM 10-17-2018 TO 10-17-2019  
12:01 A.M. Standard Time at your mailing address shown above.

FORM OF BUSINESS CORPORATION

LIMITS OF INSURANCE

AGGREGATE LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
SELF INSURED RETENTION	\$10,000

SCHEDULE OF UNDERLYING INSURANCE

UNDERLYING INSURANCE - BUSINESS KEY - (COMMERCIAL GENERAL LIABILITY COVERAGE PART)	LIMIT OF INSURANCE
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000

UNDERLYING INSURANCE - AUTOMOBILE LIABILITY	LIMIT OF INSURANCE
HIRED & NON OWNED AUTO LIABILITY	\$1,000,000

TOTAL ADVANCE PREMIUM

Forms and endorsements applying to and made part of this policy at time of issue:

CU 00 00 05 17	CU 00 01 12 07	CU 00 04 05 09	CU 02 08 09 00	CU 21 12 09 00
CU 21 18 09 00	CU 21 23 02 02	CU 21 27 12 04	CU 21 35 01 15	CU 21 42 12 04
CU 21 50 03 05	CU 21 52 12 05	CU 21 56 06 06	CU 21 86 05 14	CU 71 01 10 01
CU 71 02 07 10	CU 71 03 11 05	CU 71 06 10 01	CU 71 08 10 01	CU 73 01 12 04
IL 00 17 11 98	IL 09 85 01 15	IL 75 40 03 16		

AUTHORIZED  
REPRESENTATIVE

*Jack Salomone*  
President

*John*  
Secretary

COUNTERSIGNED  
LICENSED RESIDENT AGENT

AGENT 043-276  
CASTLE & ASSOCIATES, INC  
2348 CORNHUSKER RD  
BELLEVUE, NE 68123-2410

PHONE  
402-291-8767

PAGE 01  
BRANCH CNM002 RENW  
ENTRY DATE 08-02-2018

## Susan Kluthe

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**From:** Bobby Riggs  
**Sent:** Friday, March 01, 2019 7:08 AM  
**To:** Susan Kluthe  
**Cc:** Larry Lampman  
**Subject:** RE:

No known issues, conflicts with Street Department.  
We will coordinate barricade placement with Police.

**Bobby Riggs**  
**Street Superintendent**  
**City of Bellevue**  
Office: (402) 293-3126  
Fax: (402) 293-3077  
E-mail: Bobby.Riggs@bellevue.net

---

**From:** Susan Kluthe  
**Sent:** Thursday, February 28, 2019 1:56 PM  
**To:** Bobby Riggs; Brian Madison; Rob Bailey  
**Cc:** Jeff Roberts  
**Subject:**

## Susan Kluthe

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**From:** Larry Lampman  
**Sent:** Thursday, February 28, 2019 3:36 PM  
**To:** Rob Bailey; Carl Grubb  
**Cc:** Susan Kluthe  
**Subject:** Re:

All good.

Thanks  
Larry

### Sergeant Larry Lampman

Special Services Unit  
[larry.lampman@bellevue.net](mailto:larry.lampman@bellevue.net)  
Bellevue Police Department  
1510 Wall St  
Bellevue, Ne 68005  
Office-402-682-6628  
Cell-402-637-5856

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**From:** Rob Bailey  
**Sent:** Thursday, February 28, 2019 2:47:08 PM  
**To:** Larry Lampman; Carl Grubb  
**Cc:** Susan Kluthe  
**Subject:** FW:

Sgt. Lampman and Ofc. Grubb, are you good with this? I have no issues.

Sgt. Bailey

**From:** Susan Kluthe  
**Sent:** Thursday, February 28, 2019 1:56 PM  
**To:** Bobby Riggs <[Bobby.Riggs@bellevue.net](mailto:Bobby.Riggs@bellevue.net)>; Brian Madison <[brian.madison@bellevue.net](mailto:brian.madison@bellevue.net)>; Rob Bailey <[Rob.Bailey@bellevue.net](mailto:Rob.Bailey@bellevue.net)>  
**Cc:** Jeff Roberts <[Jeff.Roberts@bellevue.net](mailto:Jeff.Roberts@bellevue.net)>  
**Subject:**

## Susan Kluthe

---

**From:** Rob Bailey  
**Sent:** Thursday, February 28, 2019 2:47 PM  
**To:** Larry Lampman; Carl Grubb  
**Cc:** Susan Kluthe  
**Subject:** FW:  
**Attachments:** 0384\_001.pdf

Sgt. Lampman and Ofc. Grubb, are you good with this? I have no issues.

Sgt. Bailey

**From:** Susan Kluthe  
**Sent:** Thursday, February 28, 2019 1:56 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Brian Madison <brian.madison@bellevue.net>; Rob Bailey <Rob.Bailey@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>  
**Subject:**

## Susan Kluthe

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**From:** Brian Madison  
**Sent:** Thursday, February 28, 2019 1:59 PM  
**To:** Susan Kluthe; Bobby Riggs; Rob Bailey  
**Cc:** Jeff Roberts  
**Subject:** RE:

No issues from the Parks side on this event. I would add Lampman just to get his response.

Brian

**From:** Susan Kluthe <Susan.Kluthe@bellevue.net>  
**Sent:** Thursday, February 28, 2019 1:56 PM  
**To:** Bobby Riggs <Bobby.Riggs@bellevue.net>; Brian Madison <brian.madison@bellevue.net>; Rob Bailey <Rob.Bailey@bellevue.net>  
**Cc:** Jeff Roberts <Jeff.Roberts@bellevue.net>  
**Subject:**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

136 E 14a  
3-11-19

COUNCIL MEETING DATE:	3/11/19	AGENDA ITEM TYPE:	
SUBMITTED BY: Finance Director; CDBG Program Administrator		SPECIAL PRESENTATION	
		LIQUOR LICENSE	
		ORDINANCE	
		PUBLIC HEARING	✓
		RESOLUTION	✓
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	

SUBJECT:

Conduct Public Hearing & Approval Resolution for the 2018 Action Plan Substantial Amendment.

SYNOPSIS:

In order to meet CDBG funding requirements for timeliness expenditure of funds, The City has proposed a Substantial Amendment to the 2018 Action Plan to reallocate funding from expired projects & CDBG Line of Credit to an existing project, B-18 Chandler Hills Paving Project. HUD requires a 30-day public notice and public hearing prior to approval of the amendment.

FISCAL IMPACT:

Entitlement grant funds in the amount of \$121,771.00 were previously included in the CDBG Fund 60 Budget.

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

The CDBG Budget included the Chandler Hills Paving Project which was approved in the 2018 Action Plan.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	Chandler Hills Paving Project		
	Expected Start Date:	3/11/19	Expected End Date:	8/1/19
	CIP Project Name:	NA		
	MAPA # and Name:	NA		
	Street District # and Name:	NA		
	Distribution Code:	60-00-1903-191802-450-60HUD / CDBG-191802		
Finance		[Fund-Dept-Project-Subproject-Funding Source-Cost Center]		
	GL Account #: 6276	GL Account Name: NA		

RECOMMENDATION:

Conduct public hearing to obtain input and approve Resolution No. 2019-06.

BACKGROUND:

The City of Bellevue prepared the proposed Substantial Amendment following consultation and discussions with HUD to meet requirements for timeliness expenditure of funds as required in 24 CFR 570.902. This amendment includes the following budget changes: (1) reallocate remaining balance of funds of \$86,771.00 from closed 2016 projects (Buckley 2110 Office Retail Upgrade & Project Houseworks Critical Housing Repair Project) and (2) reallocate \$35,000.00 from funds in the HUD CDBG Line of Credit to the existing B-18 Chandler Hills Paving Project approved during the 2018-2019 Action Plan. This amendment will increase the project balance by a total of \$121,771.00 to a total budget of \$255,097.00.

ATTACHMENTS:




1	Proposed Substantial Amendment	4	
2	Resolution No 2019-06	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





# Community Development Block Grant Substantial Amendment to the 2018-2019 Action Plan

**PREPARED BY:**

**CITY OF BELLEVUE  
1500 WALL STREET  
BELLEVUE, NE 68005  
(402) 293-3000  
[www.bellevue.net](http://www.bellevue.net)**



*An Equal Opportunity/Affirmative Action Employer*

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## Summary

The City of Bellevue administers Community Development Block Grant (CDBG) funds received on an annual basis from the U.S. Department of Housing and Urban Development (HUD). The funds are made available to carry out a variety of housing, community, and economic development activities based on an Annual Action Plan approved by the City Council. The City works to administer and close out projects in a timely manner in accordance with federal regulations.

Over time, unspent funds have accumulated in the program balance with the U.S. Treasury resulting in the City needing to address timeliness requirements for expenditure of funds as outlined in 24 CFR 570.902. The regulation states that a CDBG entitlement grantee must have less than 1.5 times its annual allocation remaining in its line of credit 60 days prior to the end of the program year. The City of Bellevue's balance was 1.67 times its FY 2017 grant when the test was conducted in August 2018. To bring the line-of-credit balance into compliance with CDBG regulations, the City of Bellevue has determined that it is necessary to amend funding allocations outlined in the 2014-2015 and 2016-2017 Action Plans in order to meet timeliness requirements. To meet timeliness requirements, the City is proposing the reallocation of funds to a shovel-ready project that will expend the funds in a timely manner to meet the line-of-credit balance requirements.

After consultation with HUD, the City is proposing a Substantial Amendment to reprogram CDBG funds from closed projects to increase funding for another previously approved project. This is considered a substantial amendment in accordance with the Citizen Participation Plan and federal regulation 24 CFR 91.505 that requires a Substantial Amendment be completed when the City request amendments to a plan if there is a change within the original budget allocation equal to or greater than 25% of the original budget for all projects approved within the Annual Action Plan or a change in scope and purpose for funding allocations.

The City of Bellevue is proposing a Substantial Amendment to the most recently approved Action Plan which is the 2018-2019. The process to approve this amendment includes: (1) publication of a notice of availability of the proposed substantial amendment and establishment of a 30-day comment period, (2) holding a public hearing regarding the purposed amendment, (3) presentation of the draft amendment to the Bellevue City Council for review and public hearing, and (5) approval of the amendment by the City Council and submittal of the amendment to HUD for approval.

## Proposed Action Plan Amendment

The City of Bellevue is proposing a substantial amendment to the 2018-2019 Action Plan that will make changes to the funds allocated and approved projects from the 2014-2015 and 2016-2017 Action Plans including the reallocation of \$ 121,771.00 in CDBG funding. To meet timeliness requirements, the City is proposing the reallocation of funds to a shovel-ready project that will expend funds in a timely manner to meet the line of credit balance requirements.

The amendment includes changes to the 2014-2015 Action Plan allocation to reallocate the fund balance of \$35,000.00 in the CDBG line of credit from a closed project, the Business Loan Program, to the Chandler Hills Paving Project that was approved in the 2018-2019 Action Plan.

Also included in the amendment is the change to the 2016-2017 Action Plan allocation will be amended to reallocate funds from two closed projects to the Chandler Hills Paving Project approved in the 2018-2019 Action Plan. The proposed amendment will reallocate \$57,010.00 from the 2110 Office Retail Upgrade project balance and \$ 29,671.00 from the Critical and Emergency Home Repair Program project balance to the Chandler Hills Paving project. The City recommends reallocating the balance of funds from the closed projects to a project that can utilize the funding immediately to assist with meeting the federal requirements for timely expenditure of funding.

The Chandler Hills Paving Improvement project was approved as part of the 2018-2019 Action Plan with a budget of \$ 133,000.00. The proposed project includes the reconstruction of deteriorated streets and the installation of curb, guttering, and sidewalk in an area with substandard infrastructure. The project is located north of Chandler Street in the area of 17<sup>th</sup> Street to 19<sup>th</sup> Street, and Sydney Street to Gertrude Street, which is in Census Tract 101.07, Block Group 1. This area has a population of 1,165, of which 71% are low- and moderate-income, living below 80% of the area median income. The area will benefit from improved infrastructure that was substandard and built when the standard was narrow street with storm water runoff conveyed through ditches and neighboring property. The proposed reallocation of \$ 121,771.00 will increase the budget to \$255,097.00. This additional funding will expand the overall scope of the project allowing additional street replacement which is anticipated to assist with making the project more cost-effective and increasing interest from additional contractors.

### Identification of Funding Designated for Reprogramming

The following chart shows the funding amounts that are being amended by the Substantial Amendment. It also shows the amount the budget line item will increase or decrease, and the proposed budget for each line item.

<b>Substantial Amendment to the 2018-2019 Action Plan</b>					
<b>Action Plan Approval</b>	<b>Activity Number</b>	<b>Activity Name</b>	<b>Current Balance</b>	<b>Adjustment</b>	<b>Proposed Adjusted Balance</b>
2014-2015	-	Unallocated Line of Credit Balance from the Business Loan Program	\$ 35,000.81	-\$ 35,000.00	\$ 0.81
2016-2017	B-16(029)	2110 Office Retail Upgrade (Closed)	\$ 57,010.00	- \$ 57,010.00	\$ 0.00
2016-2017	B-16(027)	Critical & Emergency Home Repair Program (Closed)	\$ 29,761.00	-\$ 29,761.00	\$ 0.00
2018-2019	B-18(038)	Chandler Hills Paving Improvement Project	\$ 133,326.00	\$ 121,771.00	\$ 255,097.00

### Citizen Participation

In accordance with 24 CFR 91.105(c)(3) for local governments, the City of Bellevue will provide citizens with the opportunity to review and comment on the substantial amendment by following the procedures outlined in the Citizen Participation Plan. To encourage citizen participation in the review and approve of the Substantial Amendment, the City will:

- Publish a notice of availability of the draft amendment in a manner that affords citizens, public agencies, and other interested parties a reasonable opportunity to examine the amendment's contents and to submit comments. The City may meet this requirement by publishing a summary of the substantial amendment in a local newspaper, by making copies of the proposed amendment available at the City of Bellevue City Hall, Bellevue Public Library, Bellevue Housing Authority, Bellevue Public School Lied Activity Center, and by use of the Internet.
- Hold at least one public hearing on the proposed substantial amendment. Notice of the public hearing will be released to area media and published in the local newspaper at least fourteen (14) days in advance of the hearing.
- Have a comment period of a minimum thirty (30) days scheduled for the proposed substantial amendment prior to its adoption by the City Council. The City will consider and document all comments or views of citizens received in writing during the comment period or orally during the public hearing. A summary of these comments and a summary of any comments not accepted and the reasons therefore, shall be attached to the final amended plan.

Copies of the Substantial Amendment will be available for review at the City of Bellevue City Office, 1500 Wall Street, Bellevue NE, 98005, during regular business hours 8:00 a.m. to 4:30 p.m. In addition, the documents will be available at the Bellevue Public Library, Bellevue Housing

Authority, Bellevue Public Schools Lied Activity Center, and on the City of Bellevue's website, [www.bellevue.net](http://www.bellevue.net). These documents will continue to be available for public review at the previous locations.

#### Public Hearing and Comment Period

The Notice of Availability of the Substantial Amendment to the 2018 Action Plan and Public Hearing appeared in *The Bellevue Leader* on February 6, 2019. The 30-day comment period will begin on February 7, 2019, and end on March 10, 2019. A public hearing for the purpose of obtaining public comments will be held during the City Council meeting on Monday, March 11, 2019, at 6:00 pm in Council Chambers, 1500 Wall Street, Bellevue, NE 68005. The City will consider any comments received before approval of the proposed Substantial Amendment.

Approval of the Substantial Amendment will also take place during the City Council meeting on Monday, March 11, 2019, at 6:00 pm in Council Chambers, 1500 Wall Street, Bellevue, NE 68005.



## Attachment A: Resolution

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ADOPTING THE SUBSTANTIAL AMENDMENT TO THE 2018-2019 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

**WHEREAS**, the City of Bellevue (the "City") has participated directly within the federal Department of Housing and Urban Development (HUD) as an entitlement jurisdiction for Community Development Block Grant (CDBG) funds; and,

**WHEREAS**, in accordance with the Federal Regulations governing the CDBG program certain changes and revisions to the Annual Action Plan may be considered a substantial amendment as outlined in the City's Citizen Participation Plan; and,

**WHEREAS**, the City has completed and distributed the proposed Substantial Amendment to the 2018-2019 Annual Action Plan proposing the reallocation of \$121,771.00 in CDBG funding; and

**WHEREAS**, the substantial amendment and a public notice announcing the 30-day public comment period for the amendment have been published for citizen comment prior to forwarding the document to City Council for adoption; and

**WHEREAS**, the City Council held a public hearing on March 11, 2019, to provide an opportunity for the public to comment on the information in the amendment to the Action Plans.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue, Nebraska, as follows

- (a) Adopts the Substantial Amendment to the 2018-2019 Annual Action Plan;
- (b) After evaluation of all the pertinent information presented, authorizes the Mayor to submit on behalf of the City of Bellevue, the Substantial Amendment to the 2018-2019 Annual Action Plan to the U.S. Department of Housing and Urban Development.

**PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 11<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Rusty Hike, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

## Attachment B: Public Notice of Availability

### **CITY OF BELLEVUE NOTICE OF PUBLIC HEARING AND NOTICE OF AVAILABILITY OF THE PROPOSED SUBSTANTIAL AMENDMENT TO THE 2018-2019 ANNUAL ACTION PLAN**

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue is accepting citizen comments regarding the proposed Substantial Amendment to the 2018-2019 Annual Action Plan for Community Planning and Development Programs including the Community Development Block Grant (CDBG) under the U.S. Department of Housing and Urban Development (HUD) in accordance with regulations at 24 CFR Part 91 governing submission and amendments to the consolidated plan.

The Substantial Amendment to the 2018-2019 Annual Action Plan includes the following changes:

- B-16(029) 2110 Office Retail Upgrade – The project has been closed and the remaining balance of \$57,010.00 is proposed for reallocation to the Chandlers Hills Paving Improvement project.
- B-16(027) Critical & Emergency Home Repair Program – The project has been closed and the remaining balance of \$29,761.00 is proposed for reallocation to the Chandler Hills Paving project.
- B-14 – A balance of \$35,000.00 remains unallocated in the CDBG Line of Credit and is proposed for reallocation to the Chandlers Hills Paving Improvement project.

All such amendments will support CDBG eligible activities as cited at 24 CFR Part 570.201.

A public hearing for the purpose of obtaining public comments for the proposed Substantial Amendment is scheduled for:

**Monday, March 11, 2019, at 6:00 PM during the Bellevue City Council meeting  
in the City Council Chambers, 1500 Wall Street, Bellevue, Nebraska, 68005.**

The location of the public hearing is wheelchair accessible. If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (402) 293-3007 no later than March 7, 2019.

The proposed Substantial Amendment to the 2018-2019 Annual Action Plan is available for review at the following locations:

- Bellevue City Hall, City Clerk's Office, 210 West Mission Avenue, Bellevue, NE 68005.
- Bellevue Public Library, 1003 Lincoln Road, Bellevue, NE 68005.
- Bellevue Housing Authority, 8214 Armstrong Circle, Bellevue, NE 68005.
- Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005.
- City of Bellevue website at [www.bellevue.net](http://www.bellevue.net)

Questions, comments or suggestions are encouraged concerning the proposed Substantial Amendment to the 2018-2019 Annual Action Plan and will be accepted until the time of final approval at the March 11, 2019, City Council meeting. All interested parties may submit written comments to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at [Abby.Highland@outlook.com](mailto:Abby.Highland@outlook.com); or contact by phone at (402)293-3000. The approved Substantial Amendment will be submitted to the U.S. Department of Housing and Urban Development on or before March 15, 2019.

**RESOLUTION NO. 2019-06**

**A RESOLUTION ADOPTING THE SUBSTANTIAL AMENDMENT TO THE 2018-2019 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

**WHEREAS**, the City of Bellevue (the "City") has participated directly within the federal Department of Housing and Urban Development (HUD) as an entitlement jurisdiction for Community Development Block Grant (CDBG) funds; and,

**WHEREAS**, in accordance with the Federal Regulations governing the CDBG program certain changes and revisions to the Annual Action Plan may be considered a substantial amendment as outlined in the City's Citizen Participation Plan; and,

**WHEREAS**, the City has completed and distributed the proposed Substantial Amendment to the 2018-2019 Annual Action Plan proposing the reallocation of \$121,771.00 in CDBG funding; and

**WHEREAS**, the substantial amendment and a public notice announcing the 30-day public comment period for the amendment have been published for citizen comment prior to forwarding the document to City Council for adoption; and

**WHEREAS**, the City Council held a public hearing on March 11, 2019, to provide an opportunity for the public to comment on the information in the amendment to the Action Plans.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue, Nebraska, as follows

- (a) Adopts the Substantial Amendment to the 2108-2019 Annual Action Plan;
- (b) After evaluation of all the pertinent information presented, authorizes the Mayor to submit on behalf of the City of Bellevue, the Substantial Amendment to the 2018-2019 Annual Action Plan to the U.S. Department of Housing and Urban Development.

**PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 11<sup>th</sup> day of March, 2019.

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Rusty Hike, Mayor

(SEAL)

ATTEST:

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Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

136 E 14a  
3-11-19

COUNCIL MEETING DATE:	3/11/19	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	
SUBMITTED BY:		LIQUOR LICENSE	
Finance Director; CDBG Program Administrator		ORDINANCE	
		PUBLIC HEARING	✓
		RESOLUTION	✓
		CURRENT BUSINESS	
		OTHER (SEE CLERK)	

SUBJECT:

Conduct Public Hearing & Approval Resolution for the 2018 Action Plan Substantial Amendment.

SYNOPSIS:

In order to meet CDBG funding requirements for timeliness expenditure of funds, The City has proposed a Substantial Amendment to the 2018 Action Plan to reallocate funding from expired projects & CDBG Line of Credit to an existing project, B-18 Chandler Hills Paving Project. HUD requires a 30-day public notice and public hearing prior to approval of the amendment.

FISCAL IMPACT:

Entitlement grant funds in the amount of \$121,771.00 were previously included in the CDBG Fund 60 Budget.

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

The CDBG Budget included the Chandler Hills Paving Project which was approved in the 2018 Action Plan.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	Chandler Hills Paving Project	
	Expected Start Date:	3/11/19	Expected End Date: 8/1/19
	CIP Project Name:	NA	
	MAPA # and Name:	NA	
	Street District # and Name:	NA	
	Distribution Code:	60-00-1903-191802-450-60HUD / CDBG-191802	
Finance	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]		
	GL Account #: 6276	GL Account Name: NA	

RECOMMENDATION:

Conduct public hearing to obtain input and approve Resolution No. 2019-06.

BACKGROUND:

The City of Bellevue prepared the proposed Substantial Amendment following consultation and discussions with HUD to meet requirements for timeliness expenditure of funds as required in 24 CFR 570.902. This amendment includes the following budget changes: (1) reallocate remaining balance of funds of \$86,771.00 from closed 2016 projects (Buckley 2110 Office Retail Upgrade & Project Houseworks Critical Housing Repair Project) and (2) reallocate \$35,000.00 from funds in the HUD CDBG Line of Credit to the existing B-18 Chandler Hills Paving Project approved during the 2018-2019 Action Plan. This amendment will increase the project balance by a total of \$121,771.00 to a total budget of \$255,097.00.

ATTACHMENTS:




1	Proposed Substantial Amendment	4	
2	Resolution No 2019-06	5	
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SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



# Community Development Block Grant Substantial Amendment to the 2018-2019 Action Plan

**PREPARED BY:**

**CITY OF BELLEVUE  
1500 WALL STREET  
BELLEVUE, NE 68005  
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## Summary

The City of Bellevue administers Community Development Block Grant (CDBG) funds received on an annual basis from the U.S. Department of Housing and Urban Development (HUD). The funds are made available to carry out a variety of housing, community, and economic development activities based on an Annual Action Plan approved by the City Council. The City works to administer and close out projects in a timely manner in accordance with federal regulations.

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After consultation with HUD, the City is proposing a Substantial Amendment to reprogram CDBG funds from closed projects to increase funding for another previously approved project. This is considered a substantial amendment in accordance with the Citizen Participation Plan and federal regulation 24 CFR 91.505 that requires a Substantial Amendment be completed when the City request amendments to a plan if there is a change within the original budget allocation equal to or greater than 25% of the original budget for all projects approved within the Annual Action Plan or a change in scope and purpose for funding allocations.

The City of Bellevue is proposing a Substantial Amendment to the most recently approved Action Plan which is the 2018-2019. The process to approve this amendment includes: (1) publication of a notice of availability of the proposed substantial amendment and establishment of a 30-day comment period, (2) holding a public hearing regarding the purposed amendment, (3) presentation of the draft amendment to the Bellevue City Council for review and public hearing, and (5) approval of the amendment by the City Council and submittal of the amendment to HUD for approval.

## Proposed Action Plan Amendment

The City of Bellevue is proposing a substantial amendment to the 2018-2019 Action Plan that will make changes to the funds allocated and approved projects from the 2014-2015 and 2016-2017 Action Plans including the reallocation of \$ 121,771.00 in CDBG funding. To meet timeliness requirements, the City is proposing the reallocation of funds to a shovel-ready project that will expend funds in a timely manner to meet the line of credit balance requirements.

The amendment includes changes to the 2014-2015 Action Plan allocation to reallocate the fund balance of \$35,000.00 in the CDBG line of credit from a closed project, the Business Loan Program, to the Chandler Hills Paving Project that was approved in the 2018-2019 Action Plan.

Also included in the amendment is the change to the 2016-2017 Action Plan allocation will be amended to reallocate funds from two closed projects to the Chandler Hills Paving Project approved in the 2018-2019 Action Plan. The proposed amendment will reallocate \$57,010.00 from the 2110 Office Retail Upgrade project balance and \$ 29,671.00 from the Critical and Emergency Home Repair Program project balance to the Chandler Hills Paving project. The City recommends reallocating the balance of funds from the closed projects to a project that can utilize the funding immediately to assist with meeting the federal requirements for timely expenditure of funding.

The Chandler Hills Paving Improvement project was approved as part of the 2018-2019 Action Plan with a budget of \$ 133,000.00. The proposed project includes the reconstruction of deteriorated streets and the installation of curb, guttering, and sidewalk in an area with substandard infrastructure. The project is located north of Chandler Street in the area of 17<sup>th</sup> Street to 19<sup>th</sup> Street, and Sydney Street to Gertrude Street, which is in Census Tract 101.07, Block Group 1. This area has a population of 1,165, of which 71% are low- and moderate-income, living below 80% of the area median income. The area will benefit from improved infrastructure that was substandard and built when the standard was narrow street with storm water runoff conveyed through ditches and neighboring property. The proposed reallocation of \$ 121,771.00 will increase the budget to \$255,097.00. This additional funding will expand the overall scope of the project allowing additional street replacement which is anticipated to assist with making the project more cost-effective and increasing interest from additional contractors.

### Identification of Funding Designated for Reprogramming

The following chart shows the funding amounts that are being amended by the Substantial Amendment. It also shows the amount the budget line item will increase or decrease, and the proposed budget for each line item.

<b>Substantial Amendment to the 2018-2019 Action Plan</b>					
<b>Action Plan Approval</b>	<b>Activity Number</b>	<b>Activity Name</b>	<b>Current Balance</b>	<b>Adjustment</b>	<b>Proposed Adjusted Balance</b>
2014-2015	-	Unallocated Line of Credit Balance from the Business Loan Program	\$ 35,000.81	-\$ 35,000.00	\$ 0.81
2016-2017	B-16(029)	2110 Office Retail Upgrade (Closed)	\$ 57,010.00	- \$ 57,010.00	\$ 0.00
2016-2017	B-16(027)	Critical & Emergency Home Repair Program (Closed)	\$ 29,761.00	-\$ 29,761.00	\$ 0.00
2018-2019	B-18(038)	Chandler Hills Paving Improvement Project	\$ 133,326.00	\$ 121,771.00	\$ 255,097.00

### Citizen Participation

In accordance with 24 CFR 91.105(c)(3) for local governments, the City of Bellevue will provide citizens with the opportunity to review and comment on the substantial amendment by following the procedures outlined in the Citizen Participation Plan. To encourage citizen participation in the review and approve of the Substantial Amendment, the City will:

- Publish a notice of availability of the draft amendment in a manner that affords citizens, public agencies, and other interested parties a reasonable opportunity to examine the amendment's contents and to submit comments. The City may meet this requirement by publishing a summary of the substantial amendment in a local newspaper, by making copies of the proposed amendment available at the City of Bellevue City Hall, Bellevue Public Library, Bellevue Housing Authority, Bellevue Public School Lied Activity Center, and by use of the Internet.
- Hold at least one public hearing on the proposed substantial amendment. Notice of the public hearing will be released to area media and published in the local newspaper at least fourteen (14) days in advance of the hearing.
- Have a comment period of a minimum thirty (30) days scheduled for the proposed substantial amendment prior to its adoption by the City Council. The City will consider and document all comments or views of citizens received in writing during the comment period or orally during the public hearing. A summary of these comments and a summary of any comments not accepted and the reasons therefore, shall be attached to the final amended plan.

Copies of the Substantial Amendment will be available for review at the City of Bellevue City Office, 1500 Wall Street, Bellevue NE, 98005, during regular business hours 8:00 a.m. to 4:30 p.m. In addition, the documents will be available at the Bellevue Public Library, Bellevue Housing

Authority, Bellevue Public Schools Lied Activity Center, and on the City of Bellevue's website, [www.bellevue.net](http://www.bellevue.net). These documents will continue to be available for public review at the previous locations.

#### Public Hearing and Comment Period

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Approval of the Substantial Amendment will also take place during the City Council meeting on Monday, March 11, 2019, at 6:00 pm in Council Chambers, 1500 Wall Street, Bellevue, NE 68005.

## Attachment A: Resolution

RESOLUTION NO. \_\_\_\_\_

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**WHEREAS**, the City of Bellevue (the "City") has participated directly within the federal Department of Housing and Urban Development (HUD) as an entitlement jurisdiction for Community Development Block Grant (CDBG) funds; and,

**WHEREAS**, in accordance with the Federal Regulations governing the CDBG program certain changes and revisions to the Annual Action Plan may be considered a substantial amendment as outlined in the City's Citizen Participation Plan; and,

**WHEREAS**, the City has completed and distributed the proposed Substantial Amendment to the 2018-2019 Annual Action Plan proposing the reallocation of \$121,771.00 in CDBG funding; and

**WHEREAS**, the substantial amendment and a public notice announcing the 30-day public comment period for the amendment have been published for citizen comment prior to forwarding the document to City Council for adoption; and

**WHEREAS**, the City Council held a public hearing on March 11, 2019, to provide an opportunity for the public to comment on the information in the amendment to the Action Plans.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue, Nebraska, as follows

- (a) Adopts the Substantial Amendment to the 2018-2019 Annual Action Plan;
- (b) After evaluation of all the pertinent information presented, authorizes the Mayor to submit on behalf of the City of Bellevue, the Substantial Amendment to the 2018-2019 Annual Action Plan to the U.S. Department of Housing and Urban Development.

**PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 11<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
Rusty Hike, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

## Attachment B: Public Notice of Availability

### **CITY OF BELLEVUE NOTICE OF PUBLIC HEARING AND NOTICE OF AVAILABILITY OF THE PROPOSED SUBSTANTIAL AMENDMENT TO THE 2018-2019 ANNUAL ACTION PLAN**

TO ALL INTERESTED AGENCIES GROUPS AND INDIVIDUALS:

The City of Bellevue is accepting citizen comments regarding the proposed Substantial Amendment to the 2018-2019 Annual Action Plan for Community Planning and Development Programs including the Community Development Block Grant (CDBG) under the U.S. Department of Housing and Urban Development (HUD) in accordance with regulations at 24 CFR Part 91 governing submission and amendments to the consolidated plan.

The Substantial Amendment to the 2018-2019 Annual Action Plan includes the following changes:

- B-16(029) 2110 Office Retail Upgrade – The project has been closed and the remaining balance of \$57,010.00 is proposed for reallocation to the Chandlers Hills Paving Improvement project.
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All such amendments will support CDBG eligible activities as cited at 24 CFR Part 570.201.

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- Bellevue Public Schools Lied Activity Center, 2700 Arboretum Dr, Bellevue, NE 68005.
- City of Bellevue website at [www.bellevue.net](http://www.bellevue.net)

Questions, comments or suggestions are encouraged concerning the proposed Substantial Amendment to the 2018-2019 Annual Action Plan and will be accepted until the time of final approval at the March 11, 2019, City Council meeting. All interested parties may submit written comments to the City of Bellevue, CDBG Program, 1500 Wall Street, Bellevue, NE 68005; by email at [Abby.Highland@outlook.com](mailto:Abby.Highland@outlook.com); or contact by phone at (402)293-3000. The approved Substantial Amendment will be submitted to the U.S. Department of Housing and Urban Development on or before March 15, 2019.



**RESOLUTION NO. 2019-06**

**A RESOLUTION ADOPTING THE SUBSTANTIAL AMENDMENT TO THE 2018-2019 ANNUAL ACTION PLAN AND AUTHORIZING THE MAYOR TO SUBMIT THE AMENDMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

**WHEREAS**, the City of Bellevue (the "City") has participated directly within the federal Department of Housing and Urban Development (HUD) as an entitlement jurisdiction for Community Development Block Grant (CDBG) funds; and,

**WHEREAS**, in accordance with the Federal Regulations governing the CDBG program certain changes and revisions to the Annual Action Plan may be considered a substantial amendment as outlined in the City's Citizen Participation Plan; and,

**WHEREAS**, the City has completed and distributed the proposed Substantial Amendment to the 2018-2019 Annual Action Plan proposing the reallocation of \$121,771.00 in CDBG funding; and

**WHEREAS**, the substantial amendment and a public notice announcing the 30-day public comment period for the amendment have been published for citizen comment prior to forwarding the document to City Council for adoption; and

**WHEREAS**, the City Council held a public hearing on March 11, 2019, to provide an opportunity for the public to comment on the information in the amendment to the Action Plans.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Bellevue, Nebraska, as follows

- (a) Adopts the Substantial Amendment to the 2108-2019 Annual Action Plan;
- (b) After evaluation of all the pertinent information presented, authorizes the Mayor to submit on behalf of the City of Bellevue, the Substantial Amendment to the 2018-2019 Annual Action Plan to the U.S. Department of Housing and Urban Development.

**PASSED, APPROVED AND ADOPTED** by the Mayor and City Council of the City of Bellevue, State of Nebraska, on this 11<sup>th</sup> day of March, 2019.

---

Rusty Hike, Mayor

(SEAL)

ATTEST:

---

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

146  
3-11-19

COUNCIL MEETING DATE:	03/11/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: -Public Works Director -Finance 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:

**Bond Reimbursement Resolution for 2019 Sanitary Sewer Improvements**

SYNOPSIS:

This resolution preserves the flexibility of the City to make preliminary payments from funds on hand and then, if it so chooses, to reimburse itself from bond proceeds if bonds are issued in the future. Adoption of this resolution does not require the City to issue any bonds nor does it create authority for financing any project.

FISCAL IMPACT:

Positive effect on cash flow if bonding is deemed necessary.

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

The City did not budget financing this project with bonds, however, preserving the flexibility to bond this project is prudent.  
CIP WW(19) 1 & 2

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	East Lift Station & Leawood Lift Station	
	Expected Start Date:	03/15/2019	Expected End Date: 08/31/2019
	CIP Project Name:		
	MAPA # and Name:		
	Street District # and Name:		
Finance	Distribution Code:		
	GL Account #:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center] GL Account Name:	

RECOMMENDATION:

Approve Resolution 2019-07, authorizing reimbursement of Wastewater project costs with bonds if deemed necessary in the future.

BACKGROUND:

--

ATTACHMENTS:

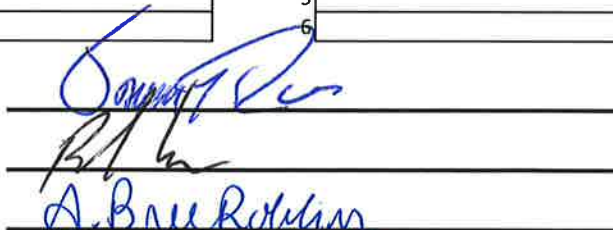
1	Resolution No. 2019-07	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



**RESOLUTION NO. 2019-07**

WHEREAS, the Mayor and City Council of the City of Bellevue, Nebraska, during a regular meeting of the City Council, conducted a public hearing at 6:00 p.m. on September 04, 2018, in the Council Chambers at Bellevue City Hall, 1500 Wall Street, on the proposed City of Bellevue Capitol Improvement Plan, and

WHEREAS, the proposed Capital Improvement Plan was reviewed by the Mayor and City Council and opportunity for public testimony was given and received, and

WHEREAS, the projects listed below are included in the 2019 Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bellevue, Nebraska, as follows:

Section 1. That the Mayor and City Council of the City of Bellevue, Nebraska, do hereby declare this resolution to the City's official declaration of intent under Internal Revenue Code Regulation Section 1.150-2 to provide for the incurring of indebtedness which may include reimbursements of expenditures made by the City in connection with costs incurred in connection with the construction of sanitary sewer improvements WW 19(1) and WW 19(2) in the 2019 Capital Improvement Plan of the City. The preliminary estimate of debt contemplated to be issued for such project exceeds \$1,000,000.

Section 2. That up to the expenditure of the full amount of such project described within this Resolution, the City may advance funds as may be necessary for meeting the immediate costs of such project. It is the intent of the Mayor and City Council that the City shall reimburse such expenditures, as may be made from general funds on hand, from the proceeds of the issuance of its debt obligations.

Section 3. That the City Clerk shall make a copy of this Resolution available for public inspection at the main office of the City at all times during normal business hours within ten days after the adoption hereof. Such copies shall remain available for public inspection at all such times until the bonds or such other tax-exempt obligations contemplated herein are issued.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Sabrina Ohnmacht, City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

140  
3-11-19

COUNCIL MEETING DATE:	03/11/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: -Michael Rogers, Gilmore & Bell, P.C. (Issuer's Bond Counsel) -Cody Wickham, D.A. Davidson (Underwriter) -Finance Director	SPECIAL PRESENTATION		
	LIQUOR LICENSE		
	ORDINANCE		
	PUBLIC HEARING		
	RESOLUTION	<input checked="" type="checkbox"/>	
	CURRENT BUSINESS		
	OTHER (SEE CLERK)		

SUBJECT:

Refinance debt - Refund redevelopment revenue bonds and issue \$2,865,000 of new redevelopment refunding bonds.

SYNOPSIS:

The City of Bellevue will refund \$2,095,000 of the 2009A bonds and \$900,000 of the 2009B bonds and issue up to \$2,865,000 of new bonds to save interest costs and more effectively manage debt.

FISCAL IMPACT:

Positive effect on debt service cash flow generating estimated net savings of approximately \$733k with a present value of about \$365k.

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

The City budgeted total refundings of \$5,000,000 for FYE2019. The cost savings are compelling enough to go ahead with the refinancing. The City will work on savings in other areas to cover the variance or, if necessary, amend the FYE2019 budget.

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:

Approve Resolution \_\_\_\_\_, authorizing and providing for issuance of taxable redevelopment refunding bonds, series 2019, in an amount not to exceed \$2,865,000.00.

BACKGROUND:

In 2009, the City bonded the purchase of 25 acres of land and construction of a sports complex in the amount of \$3,550,000. In 2010, the City bonded the purchase of an adjacent 62 acres in the amount of \$900,000.

ATTACHMENTS:


1	Resolution	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

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

RESOLUTION NO. \_\_\_\_\_

AN RESOLUTION AUTHORIZING THE ISSUANCE OF TAXABLE REDEVELOPMENT REFUNDING BONDS, SERIES 2019 OF THE CITY OF BELLEVUE, NEBRASKA, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION EIGHT HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$2,865,000) TO (A) PROVIDE FOR THE PAYMENT AND REDEMPTION OF CERTAIN REDEVELOPMENT REVENUE BONDS OF THE CITY OF BELLEVUE, NEBRASKA, ACTING AS THE BELLEVUE COMMUNITY DEVELOPMENT AGENCY; PRESCRIBING THE FORM OF SUCH BONDS TO BE ISSUED AND AUTHORIZING OFFICERS OF THE CITY TO APPROVE CERTAIN FINAL TERMS OF THE BONDS; PLEDGING CERTAIN RECEIPTS FROM THE LEVYING OF LIMITED TAXES UPON TAXABLE PROPERTY WITHIN THE CITY FOR PAYMENT OF PRINCIPAL AND INTEREST ON SAID BONDS AS THE SAME FALL DUE AND ALSO PLEDGING CERTAIN FUNDS TO BE HELD UNDER THE TERMS OF THIS RESOLUTION; AND RELATED MATTERS

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

**Section 1.** The Mayor and Council (the “**Council**”) of the City of Bellevue, Nebraska (the “**City**”), acting as the Bellevue Community Development Agency (the “**Agency**”) hereby find and determine as follows:

(a) The City previously created the Agency to consist of the City Council of the City and to exercise the powers provided for in Sections 18-2101 to 18-2144 and 18-2147 to 18-2153, R.R.S. Neb., as amended (collectively, the “**Act**”).

(b) Pursuant to the Act the City, acting as the Agency, has previously issued and there are now outstanding and unpaid Redevelopment Revenue Bonds (Sports Complex – Limited Tax Pledge – Taxable Interest), Series 2009A, in the outstanding principal amount of \$2,095,000, dated December 3, 2009 (the “**2009A Bonds**”), and bearing interest and maturing as follows:

<u>Amount</u>	<u>Maturity (December 15)</u>	<u>Interest Rate</u>
\$225,000	2019	5.85%
235,000	2020	6.25
245,000	2021	6.40
260,000	2022	6.55
275,000	2023	6.70
290,000	2024	6.80
310,000	2025	6.90
255,000	2026	7.00

Such 2009A Bonds were originally issued in the principal amount of \$3,550,000. The 2009A Bonds are redeemable at the option of the City at any time on or after December 3, 2014, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(c) Pursuant to the Act the City, acting as the Agency, has previously issued and there are now outstanding and unpaid Redevelopment Revenue Bonds (Sports Complex – Limited Tax Pledge – Tax-Exempt Interest), Series 2009B, in the outstanding principal amount of \$900,000, dated January 19, 2010 (the “**2009B Bonds**” and together with the 2009A Bonds, the “**Refunded Bonds**”), and bearing interest and maturing as follows:

<u>Amount</u>	<u>Maturity (December 15)</u>	<u>Interest Rate</u>
\$70,000	2026	4.20%
200,000	2027	4.30
300,000	2028	4.40
330,000	2029	4.50

Such 2009B Bonds were originally issued in the principal amount of \$900,000. The 2009B Bonds are redeemable at the option of the City at any time on or after January 10, 2015, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption.

(d) All of the Refunded Bonds remain unpaid and are a legal liability against the City, acting as the Agency, provision for the payment of which may be made by the lawful issuance and sale of refunding bonds of the City, acting as the Agency, pursuant to the Act.

(e) Since the issuance of the Refunded Bonds, the rates of interest available in the markets have declined so that the City and the Agency can effect a savings in interest costs by providing for payment and redemption of the Refunded Bonds, as determined by an Authorized Officer (defined herein) in accordance with the provisions of this Resolution, through the issuance of refunding bonds of the City, acting as the Agency.

(f) The City, acting as the Agency, herein authorizes calling the Refunded Bonds for payment and redemption in accordance with law and the Resolution authorizing the Refunded Bonds, on a date to be determined as provided for herein (the “**Redemption Date**”).

(g) All bond sinking fund money, including reserve funds, of the City, acting as the Agency, in existence with respect to the Refunded Bonds has been or will be used to pay principal and interest maturing, accruing and falling due on the Refunded Bonds on or before the Redemption Date, all of such sinking fund money being hereby appropriated and set aside for such purpose, it being found hereby that no sinking fund money is presently in existence to pay the principal of or interest on the Refunded Bonds being called for redemption on the Redemption Date, and the City has no other funds accumulated for the payment thereof.

(h) All conditions, acts and things required by law to exist or to be done precedent to and in connection with the issuance of Taxable Redevelopment Refunding Bonds, Series 2019 (the “**Bonds**”) of the City, acting as the Agency, in the principal amount of not to exceed \$2,865,000 do exist and have been done and performed as required or provided by law.

**Section 2.** (a) To provide funds for the purpose of refinancing the Refunded Bonds, all as set out in **Section 1** hereof, there shall be and there are hereby ordered issued the Bonds, in one or more series, in the aggregate stated principal amount of not to exceed \$2,865,000. The Bonds or any portion thereof are hereby authorized to be sold pursuant to a negotiated sale with D.A. Davidson & Co., as initial purchaser (the “**Underwriter**”). In connection with such sale, the Mayor, City Administrator or Finance Director (each, an “**Authorized Officer**”) are hereby authorized to specify, determine, designate, establish and appoint, as the case may be, in one or more written designations which may be included in a bond purchase agreement (each, a “**Designation**”), (i) the aggregate purchase price of the Bonds, including any original issue discount or



premium and including any underwriting discount, (ii) the underwriting discount or fee, which shall not exceed 0.95% of the aggregate stated principal amount of the Bonds, and whether such discount or fee shall be paid from bond proceeds or other City funds, (iii) the form and contents of any bond purchase agreement in connection with such sale, (iv) the title (including series designation), dated date, aggregate principal amount (including the aggregate principal amounts of serial Bonds and term Bonds, if any), which aggregate stated principal amount shall not exceed \$2,865,000, and the final maturity date, which shall not be later than December 15, 2024, (v) the principal amounts maturing in each year, (vi) the rate or rates of interest to be borne by each principal maturity, provided that 5.00% present value savings results from refunding the Refunded Bonds, (vii) the principal payment dates and interest payment dates, (viii) whether the Bonds will be subject to redemption prior to their stated maturity, and if subject to such optional redemption, the provisions governing such redemption, including a redemption price not to exceed 104% of the principal amount then being redeemed plus accrued interest to the date of redemption, (ix) the amount and due date of each sinking fund installment for any of the Bonds issued as term Bonds, (x) the designation of the Bond Registrar and Paying Agent (defined herein) and the form and content of any agreement between the City and such entity and (xi) all other terms and provisions of the Bonds not otherwise specified or fixed by this Resolution.

(b) The Authorized Officers, or each individually, are hereby authorized to call the Refunded Bonds for redemption on such date he or she determines appropriate, which date shall be the Redemption Date hereunder. The Authorized Officers, or each individually, are hereby authorized to designate, approve, execute and deliver, as the case may be, the form, content, terms and provisions of any published and/or mailed notice of redemption with respect to the payment and redemption of the Refunded Bonds.

**Section 3.** Interest on the Bonds at the respective rates for each maturity is payable semiannually on dates to be determined in the Designation (each of such dates an **"Interest Payment Date"**) from the Date of Original Issue or the most recent Interest Payment Date, whichever is later, until maturity or earlier redemption by check or draft mailed by the Registrar or its successor on such Interest Payment Date to the registered owner of each Bond at such registered owner's address as it appears on the Bond Register maintained by the Registrar or its successor at the close of business on the fifteenth day preceding such Interest Payment Date (the **"Record Date"**) subject to the provisions of the following paragraph. The principal on the Bonds and the interest due at maturity or upon redemption prior to maturity is payable in lawful money of the United States of America to the registered owners thereof upon presentation and surrender of such Bonds to the Registrar.

In the event that payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever moneys for the purpose of paying such defaulted interest become available.

If the date for payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

**Section 4.** Bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and Clerk and shall have the City Seal impressed or imprinted on each Bond. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds and shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes,

the same as if he or she had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate or authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

**Section 5.** The Bonds shall be in substantially the following form:

**UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF SARPY  
CITY OF BELLEVUE  
TAXABLE REDEVELOPMENT REFUNDING BONDS, SERIES 2019**

**Issued by the City of Bellevue as the  
BELLEVUE COMMUNITY DEVELOPMENT AGENCY**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Issue</u>	<u>CUSIP Number</u>
	_____, 20____	_____, 2019	

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL AMOUNT:**

**DOLLARS**

The **CITY OF BELLEVUE, NEBRASKA**, (the “City”) acting as the **BELLEVUE COMMUNITY DEVELOPEMNT AGENCY**, (the “Agency”) in the County of Sarpy, in the State of Nebraska, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount stated above in lawful money of the United States of America on the Maturity Date specified above, with interest thereon, calculated on the basis of a 360-day year consisting of twelve 30-day months, from Date of Issue stated above at the Interest Rate per annum specified above, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning \_\_\_\_\_, 20\_\_ (each of such dates an “Interest Payment Date”) until maturity or earlier redemption.

The Principal Amount and the interest due at maturity or upon redemption prior to maturity is payable to the Registered Owner hereof in lawful money of the United States of America without deduction for services as paying agent at the office of the Bond Registrar and Paying Agent, \_\_\_\_\_ (the “Registrar”), upon presentation and surrender of this bond. Interest on this bond due prior to maturity or earlier redemption shall be paid by check or draft mailed by the Registrar on the date such interest is due and payable to the Registered Owner at such Registered Owner’s address as it appears on the registration books of the Registrar as of the close of business on the fifteenth day preceding an Interest Payment Date (the “Record Date”). Any interest not so timely paid shall cease to be payable to the person entitled thereto as of the Record Date such interest was payable, and shall be payable to the person who is the Registered Owner of this bond (or of one or more predecessor bonds hereto) on such special Record Date for payment of such defaulted interest as shall be fixed by the Registrar whenever money for such purpose become available. For the prompt payment of this bond, both principal and interest at the time the same becomes due, the full faith, credit, resources and taxing powers of the City are hereby pledged.

The bonds of the series of which this bond is one maturing on and after \_\_\_\_\_, 20\_\_ are subject to redemption at the option of the City prior to the stated maturities thereof at any time on and after the fifth anniversary of the Date of Issue, as a whole, or in part from time to time in such principal amounts and from such maturity or maturities as the City, in its sole and absolute discretion, shall determine, and in the event that less than all the bonds of a maturity are to be called for redemption, the particular bonds of such maturity to be redeemed shall be selected by lot at the redemption price of the principal amount thereof, together with the interest accrued on such principal amount to the date fixed for redemption.

Bonds shall be redeemed in whole multiples of \$5,000 and if any bond be in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 or any multiples thereof may be redeemed, and if less than all of the principal thereof is to be redeemed, in such case upon the surrender of such bond there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the authorized denominations provided by the Resolution (hereinafter defined).

Notice of redemption of this bond shall be given to the Registered Owner hereof by first-class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption, all as more particularly set forth in the Resolution (hereinafter defined). Notice of redemption having been given as provided in the Resolution (hereinafter defined), or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this bond shall cease to bear interest from and after the date fixed for redemption.

This bond is one of a series of bonds numbered from 1 upwards, in order of their issuance, being in the denomination of \$5,000 and integral multiples thereof, of the total principal amount of \_\_\_\_\_ Thousand Dollars (\$ \_\_\_\_\_) all of like date and tenor except as to denomination, date of maturity, rate of interest and priority of redemption which have been issued by the City, acting as the Agency, under the terms of Section 18-2101.01, R.R.S. Neb., as amended, for the purpose of refunding (a) \$ \_\_\_\_\_ principal amount of Redevelopment Revenue Bonds (Sports Complex – Limited Tax Pledge – Taxable Interest), Series 2009A, date of original issue – December 3, 2009 and (b) \$ \_\_\_\_\_ principal amount of Redevelopment Revenue Bonds (Sports Complex – Limited Tax Pledge – Tax-Exempt Interest), Series 2009B, date of original issue – January 19, 2010, (together, the “2009 Bonds”), which 2009 Bonds were issued for the purpose of paying the costs of redevelopment of certain real estate located in the City as designated in that redevelopment plan approved by the Mayor and Council of the City on September 14, 2009 (the “**Plan**”), all in compliance with Article 21 of Chapter 18, R.R.S. Neb., as amended (the “**Act**”) and has been duly authorized by resolution passed and approved by the Mayor and Council as the governing body of the Agency (the “**Resolution**”).

This bond constitutes a limited obligation of the Agency payable exclusively from the limited tax which the City is authorized to provide for pursuant to Section 18-2107(11) of the Act (the “**Agency Taxes**”). Pursuant to the Resolution and Sections 18-2124 and 18-2130 of the Act, the Agency Taxes have been pledged for this bond and the series of which this bond is one, all equally and ratably as the same fall due. **This bond shall not constitute a general obligation of the City or the Agency and neither the City nor the Agency shall be liable for the payment thereof out of any sources other than amounts received from the Agency Taxes for the payment of principal and interest on this bond under the terms of the Resolution. This bond shall not constitute an obligation of the State of Nebraska or of the City of Bellevue (except for amounts from the Agency Taxes) and neither the State of Nebraska nor the City of Bellevue shall be liable for the payment thereof (except for amounts from the Agency Taxes). Neither the members of the Agency’s governing body nor any person executing this bond shall be liable personally on this bond by reason of the issuance hereof.**

This bond is transferable by the Registered Owner hereof in person or by such Registered Owner's attorney duly authorized in writing, at the principal office of the Registrar but only in the manner and subject to the limitations and conditions provided in the Resolution and upon presentation and surrender hereof to the Registrar for cancellation. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for this bond, a new registered bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the principal amount of this bond, of the same series and maturity and bearing interest at the same rate. The City and the Registrar may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes.

If the date for payment of the principal of or interest on this bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the city where the office of the Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal date of payment.

**IT IS HEREBY CERTIFIED AND WARRANTED** that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond and the Refunded Bonds did exist, did happen and were done and performed in regular and due form and time as required by law.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Registrar of the Certificate of Authentication endorsed hereon.

**IN WITNESS WHEREOF**, the Mayor and Council have caused this bond to be executed on behalf of the City by the manual or facsimile signatures of its Mayor and Clerk and have caused the City Seal to be impressed or imprinted hereon, all as of the Date of Issue set forth above.

**CITY OF BELLEVUE, NEBRASKA  
(ACTING AS THE BELLEVUE  
COMMUNITY DEVELOPMENT AGENCY)**

ATTEST:

By: \_\_\_\_\_ (Facsimile Signature)  
Mayor

By: \_\_\_\_\_ (Facsimile Signature)  
Clerk

[S E A L]

**BOND REGISTRAR AND PAYING AGENT'S  
CERTIFICATE OF AUTHENTICATION**

This Bond is one of the series of bonds described in the within-mentioned Resolution.

\_\_\_\_\_, Bond  
Registrar and Paying Agent

By: \_\_\_\_\_

## ASSIGNMENT

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Section 6.** Each of the Bonds shall be executed on behalf of the City, acting as the Agency, with the manual or facsimile signatures of the Mayor and Clerk. The Bonds shall be issued initially as "book-entry-only" bonds using the services of The Depository Trust Company (the "**Depository**"), with one typewritten bond per maturity being issued to the Depository. In such connection said officers are authorized to execute and deliver a letter of understanding and representation (the "**Representation Letter**") in the form required by the Depository, for and on behalf of the City, which shall thereafter govern matters with respect to registration, transfer, payment and redemption of the Bonds. Upon the issuance of the Bonds as "book-entry-only" bonds, the following provisions shall apply:

(a) The City and the Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds as securities depository (each, a "**Bond Participant**") or to any person who is an actual purchaser of a Bond from the Bond Participant while the Bonds are in book-entry form (each, a "**Beneficial Owner**") with respect to the following:

(i) the accuracy of the records of the Depository, any nominees of the Depository or any Bond Participant with respect to any ownership interest in the Bonds,

(ii) the delivery to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or

(iii) the payment to any Bond Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the Bonds. The Registrar shall make payments with respect to the Bonds only to or upon the order of the Depository or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the obligations with respect to such Bonds to the extent of the sum or sums so paid. No person other than the Depository shall receive an authenticated Bond.

(b) Upon receipt by the Registrar of written notice from the Depository to the effect that the Depository is unable or unwilling to discharge its responsibilities, the Registrar shall issue, transfer and exchange Bonds requested by the Depository in appropriate amounts. Whenever the Depository requests the City and the Registrar to do so, the City and the Registrar will cooperate with the Depository in taking appropriate action after reasonable notice (i) to arrange, with the prior written consent of the City, for a substitute depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available Bonds registered in whatever name or names the Beneficial Owners transferring or exchanging such Bonds shall designate.

(c) If the City determines that it is desirable that certificates representing the Bonds be delivered to the Bond Participants and/or Beneficial Owners of the Bonds and so notifies the Registrar in writing, the Registrar shall so notify the Depository, whereupon the Depository will notify the Bond Participants of the availability through the Depository of certificates representing the Bonds. In such event, the City and the Registrar shall issue, transfer or exchange certificates representing the Bonds as requested by the Depository in appropriate amounts and in authorized denominations.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Depository or any nominee thereof, all payments with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Depository as provided in the Representation Letter.

(e) Registered ownership of the Bonds may be transferred on the books of registration maintained by the Registrar, and the Bonds may be delivered in physical form to the following:

(i) any successor securities depository or its nominee;

(ii) any persons, upon (A) the resignation of the Depository from its functions as depository or (B) termination of the use of the Depository pursuant to this **Section**.

(f) In the event of any partial redemption of a Bond unless and until such partially redeemed Bond has been replaced in accordance with the provisions of this Resolution, the books and records of the Registrar shall govern and establish the principal amount of such Bond as is then outstanding and all of the Bonds issued to the Depository or its nominee shall contain a legend to such effect.

If for any reason the Depository resigns and is not replaced, the City shall immediately provide a supply of printed bond certificates for issuance upon the transfers from the Depository and subsequent transfer or in the event of partial redemption. In the event that such supply of certificates shall be insufficient to meet the requirements of the Registrar for issuance of replacement Bonds upon transfer or partial redemption, the City agrees to order printed an additional supply of certificates and to direct their execution by manual or facsimile signature of its then duly qualified and acting Mayor and Clerk. In case any officer whose signature or facsimile thereof shall appear on any Bond shall cease to be such officer before the delivery of such Bond (including any bond certificates delivered to the Registrar for issuance upon transfer), such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if such officer or



officers had remained in office until the delivery of such Bond. The Bonds shall not be valid and binding on the City until authenticated by the Registrar. The Bonds shall be delivered to the Registrar for registration and authentication. Upon execution, registration and authentication of the Bonds, they shall be delivered to the City Treasurer (acting in the capacity as treasurer for the Agency), who is authorized to deliver them to the Underwriter, the initial purchaser thereof, upon receipt of the full purchase price of the Bonds as set forth in the Purchase Agreement hereinafter approved. Such initial purchaser shall have the right to direct the registration of the Bonds and the denomination thereof within each maturity, subject to the restrictions of this Resolution.

**Section 7.** The Authorized Officers, or any one or more of them, are hereby authorized to appoint a Bond Registrar and Paying Agent (the **"Registrar"**) for the Bonds, which Registrar may be a bank or trust company, or the City Treasurer (acting in the capacity as treasurer for the Agency). The Registrar shall keep the books for the registration and transfer of Bonds at its office. If the Registrar is a bank or trust company, the Registrar shall serve in such capacities under the terms of an agreement entitled **"Paying Agent and Registrar's Agreement"** between the City and the Registrar, the form of which shall be approved by an Authorized Officer. The Mayor and Clerk are hereby authorized to execute said agreement. The names and registered addresses of the registered owner or owners of the Bonds shall at all times be recorded in such books. The transfer of any Bond may be registered upon the books kept for the registration and registration of transfer of Bonds upon presentation and surrender thereof to the Registrar together with an assignment duly executed by the registered owner or such registered owner's attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such registration of transfer, the City shall execute and the Registrar shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds of any denomination or denominations authorized by this Resolution of the same series and maturity and in the same aggregate principal amount and bearing interest at the same rate. Bonds may be exchanged at the principal office of the Registrar for a like aggregate principal amount of Bonds and the City shall execute and the Registrar shall authenticate and deliver Bonds which the owner making the exchange is entitled to receive, numbered consecutively beginning after the last number then outstanding and of the same maturity and bearing interest at the same rate as the Bonds surrendered for exchange. The Registrar may impose a charge sufficient to defray all costs and expenses incident to registrations of transfer and exchanges. In each case the Registrar shall require the payment by the owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

The City and the Registrar shall not be required to transfer any Bond during any period from any Record Date until its immediately following Interest Payment Date or to transfer any Bond called for redemption for a period of 30 days next preceding the date fixed for redemption. The Registrar shall also be responsible for making the payments of principal and interest as the same fall due upon the Bonds from funds provided by the City for such purpose. Payments of interest due upon the Bonds prior to maturity or redemption shall be made by the Registrar by mailing a check in the amount due for such interest on each interest payment date to the registered owner of each Bond as of the close of business on the fifteenth day of the month immediately preceding the month in which interest on the Bonds is payable, addressed to such owner's registered address as shown on the books of registration as required to be maintained under this **Section 7**. Payments of principal due at maturity or at any date fixed for redemption prior to maturity, together with any accrued interest then due, shall be made by the Registrar upon presentation and surrender of such Bond at the office of the Registrar. The City and the Registrar may treat the registered owner of any Bond as the absolute owner of such Bond for purposes of making payment thereon and for all other purposes. All payments on account of interest or principal made to the registered owner of any Bond shall be valid and effectual and shall be a discharge of the City and the Registrar in respect of the liability upon the Bonds or claims for interest to the extent of the sum or sums so paid.

**Section 8.** The net sale proceeds of the Bonds, along with any necessary funds of the City on hand, shall be applied to the redemption of the Refunded Bonds on the Redemption Date. Accrued interest

received from the sale of the Bonds, if any, shall be applied to pay interest first falling due on the Bonds. Expenses of issuance of the Bonds may be paid from the proceeds of the Bonds.

**Section 9.** After the Bonds are executed by the City they shall be delivered to the Registrar for authentication and registration as to ownership, and in the denominations designated in writing by the initial purchaser thereof hereinafter identified. After execution, authentication and registration of the Bonds, the City Treasurer, acting as treasurer of the Agency, is authorized and directed to deliver them to the Underwriter upon receipt of the purchase price of the Bonds as set forth in the Purchase Agreement described herein.

**Section 10.** There is hereby ordered established and created with the City Treasurer, acting as treasurer of the Agency, a special fund and account to be designated as the **"Series 2019 Bond Payment Account"**. From the proceeds of the Bonds, a sum (which may be \$0) as shall be determined in the Designation may be deposited to the 2019 Bond Payment Account to pay a portion of the interest first falling due on the Bonds. The City, acting as the Agency under the Act, hereby agrees that it will certify for levy and levy annually, in accordance with the authorization set forth in Section 18-2107(11) of the Act, taxes on all the taxable property in the City at a rate not to exceed 2.6 cents on each \$100 of taxable valuation sufficient to provide for the payments of principal and interest on the Bonds as the same fall due, with the Bonds being equally and ratably secured by such agreement and pledge, such taxes being referred to in this resolution as the Agency Taxes. The City, acting as the Agency, hereby pledges the Agency Taxes for the prompt payment of the principal and interest on the Bonds as the same fall due, in accordance with and as authorized by Sections 18-2124 and 18-3130 of the Act. Amounts from the Agency Taxes shall be deposited to the Series 2019 Bond Payment Account on an equal and ratable basis (in accordance with respective principal amounts outstanding in the event of any insufficiency and in accordance with the respective amounts falling due for principal and interest under ordinary circumstances). The City, in its separate capacity hereby acknowledges and confirms the pledges made for the benefit of the registered owners of the Bonds as set forth in this Resolution. Amounts deposited to the Series 2019 Bond Payment Account are hereby pledged to the payment of the principal and interest on the Bonds as the same fall due.

**Section 11.** The Clerk shall make and certify one or more complete transcripts of the proceedings had and done by the City precedent to the issuance of said Bonds, a copy of which transcript shall be delivered to the initial purchaser of the Bonds. After being executed by the Mayor and Clerk, said Bonds shall be delivered to the Underwriter.

**Section 12.** The Agency hereby declares its intention that interest on the Bonds shall be includable in gross income for purposes of federal income taxation and no Form 8038-G shall be filed with respect to the Bonds.

**Section 13.** The Authorized Officers of the City (or any one of them) are hereby authorized to execute a bond purchase agreement (the **"Purchase Agreement"**) for the sale of the Bonds to the Underwriter, in a form approved by such Authorized Officer(s).

**Section 14.** The City hereby (1) authorizes and directs that an Authorized Officer execute and deliver, as of date of issue of the Bonds, a Continuing Disclosure Undertaking (the **"Undertaking"**) in such form as shall be satisfactory to bond counsel for the City, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Undertaking shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Undertaking) or any Beneficial Owner or any other owner of a Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section. For purposes of this section, **"Beneficial Owner"** means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons

holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

**Section 15.** The Authorized Officers or any one or more of them is authorized to approve, deem final and deliver a Preliminary Official Statement and a final Official Statement for and on behalf of the City, all in accordance with the requirements of Reg. Sec. 240.15c2-12 of the Securities and Exchange Commission.

**Section 16.** The City's obligation under this Resolution shall be fully discharged and satisfied as to the Bonds authorized and issued hereunder, and said Bonds shall no longer be deemed outstanding hereunder when payment of the principal of such Bonds plus interest thereon to the date of maturity or redemption thereof (a) shall have been made or caused to be made in accordance with the terms thereof; or (b) shall have been provided by depositing with the Registrar or in escrow with a national or state bank having trust powers, in trust solely for such payment (i) sufficient moneys to make such payment or (ii) direct general obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America or obligations of an agency of the United States of America (herein referred to as "**Government Obligations**"), in such amount and maturing as to principal and interest at such times, as will insure the availability of sufficient moneys to make such payment, and such Bonds shall cease to draw interest from the date of their redemption or maturity and, except for the purposes of such payment, shall no longer be entitled to the benefits of this Resolution; provided that, with respect to any Bonds called or to be called for redemption prior to the stated maturity thereof, notice of redemption shall have been duly given. If moneys shall have been deposited in accordance with the terms hereof with the Registrar as escrow agent in trust for that purpose sufficient to pay the principal of such Bonds, together with all interest due thereon to the due date thereof or to the date fixed for the redemption thereof, as the case may be, all liability of the City for such payment shall forthwith cease, determine and be completely discharged, and such Bonds shall no longer be considered outstanding.

**Section 17.** Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers, the City Clerk, the City Attorney and all other officers, officials, employees and agents of the City, serving as officers of the Agency as well as of the City, to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with bond counsel, the initial purchaser of the bonds and its counsel, shall consider necessary, advisable, desirable or appropriate in connection with this Resolution and issuance, sale and delivery of the Bonds, including without limitation and whenever appropriate the execution and delivery thereof and of all other related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Mayor the right, power and authority to exercise his own independent judgment and absolute discretion in (i) determining and finalizing the terms, provisions, form and contents of any official statement utilized in offering the Bonds for sale to the public, (ii) determining and finalizing all other terms and provisions to be carried by the Bonds not specifically set forth in this Resolution, and (iii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by the Mayor or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

**Section 18.** If any one or more of the provisions of this Resolution should be determined by a court of competent jurisdiction to be contrary to law, then such provisions shall be deemed severable from the remaining provisions of this Resolution and the invalidity thereof shall in no way affect the validity of the

other provisions of this Resolution or of the Bonds and the owners of the Bonds shall retain all the rights and benefits accorded to them under this Resolution and under any applicable provisions of law. All ordinances, resolutions or orders, or parts thereof in conflict with the provisions of this Resolution are to be extent of such conflict hereby repealed.

**Section 19.** This Resolution shall be in full force and effect from and after its passage as provided by law.

**PASSED AND APPROVED:** March 11, 2019.

**CITY OF BELLEVUE, NEBRASKA**

ATTEST:

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Mayor

[ S E A L ]

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15a  
3-11-19

COUNCIL MEETING DATE:	3/11/2019	AGENDA ITEM TYPE:	
SUBMITTED BY:  Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		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:

Temporary Construction Easement

SYNOPSIS:

Request approval of a temporary construction easement over part of Lot 3, Paradise Park, more particularly described in Attachment "A", for the purpose of constructing, repairing, operating and maintaining the wastewater pipe or infrastructure upon the property.

FISCAL IMPACT:

\$1

BUDGETED ITEM: ☐ YES ☒ NO

PROJECT # & TRACKING INFORMATION:

--

RECOMMENDATION:

Request approval of a temporary construction easement over part of Lot 3, Paradise Park, more particularly described in Attachment "A", for the purpose of constructing, repairing, operating and maintaining the wastewater pipe or infrastructure upon the property.

BACKGROUND:

The City requested a temporary construction easement from Paradise Park, Inc. over part of Lot 3, Paradise Park, more particularly described in Attachment "A", for the purpose of constructing, repairing, operating and maintaining the wastewater pipe or infrastructure upon the property. This is part of the South Gravity Sewer Rehab Project that was approved by City Council on May 29, 2018.

ATTACHMENTS:


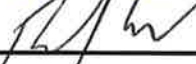

1	Temporary Construction Easement	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

### TEMPORARY CONSTRUCTION EASEMENT

The undersigned, Paradise Park, Inc., a Nebraska corporation, hereinafter called the "Grantor", in consideration of one dollar, (\$1.00), the receipt of which is hereby acknowledged, hereby grants and conveys to the City of Bellevue, a municipal corporation, located in Sarpy County, Nebraska, hereinafter called "City", a temporary easement to construct and install a wastewater pipe, for the purpose of delivering wastewater across, through and under the land hereinafter described, together with the right to excavate and refill ditches or trenches for the location of said wastewater pipe, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location.

Said easement will be over and under the following described area:

A TEMPORARY EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY AND STORM SEWER OVER THAT PART OF LOT 3, PARADISE PARK A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3;

THENCE SOUTH 00°19'06" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE) FOR 381.84 FEET ON THE WEST LINE OF SAID LOT 3;

THENCE NORTH 89°40'54" EAST FOR 264.28 FEET TO THE EAST LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF BELLEVUE AS RECORDED IN BOOK 41, PAGE 97 AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 25°55'54" WEST FOR 355.89 FEET ON SAID EAST LINE TO THE SOUTH LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF BELLEVUE AS RECORDED IN BOOK 41, PAGE 97;

THENCE NORTH 53°47'22" EAST FOR 30.49

FEET ON SAID SOUTH LINE; THENCE SOUTH

25°55'54" EAST FOR 353.55 FEET;

THENCE NORTH 89°51'46" EAST FOR 6.68 FEET;

THENCE SOUTH 00°08'14" EAST FOR 20.06 FEET TO THE NORTH LINE OF A PERMANENT SANITARY SEWER EASEMENT TO THE CITY OF BELLEVUE RECORDED AS INSTRUMENT NUMBER 2009-06998;

THENCE SOUTH 89°51'46" WEST FOR 30.31 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING CONTAINS 11,013 SQUARE FEET.

See Attached Easement Exhibit

This easement shall be subject to the following terms and conditions:

1. The grant of this easement is conditioned on the City constructing a 54 inch diameter manhole at a location designated by the Grantor, to be constructed to City of Omaha Standards. Grantor will provide the invert elevations for the connecting pipes.
2. The Grantor hereby grants to the City, its successors and assigns, the right, privilege and authority to enter upon and pass over said property for the purpose of constructing, repairing, operating and maintaining said wastewater pipe or infrastructure upon the property above described for the duration described herein.
3. The Grantor does hereby covenant with the City that it has good and lawful right to convey it or any part thereof; that it is free from encumbrance and it will, forever warrant and defend the title thereto against the lawful claims of all persons or entities whomsoever.
4. The City shall at all times exercise due care and diligence to avoid injury, loss or damage to structures or property of the Grantor, its successors and assigns for any and all loss,

damage or injuries sustained to such property by reason of the construction, future maintenance, operation or reconstruction of said underground wastewater facility, or any part thereof.

5. This easement is binding upon the assigns and successors of the Grantor for a duration of two years after this temporary easement is fully executed.
6. The above payment shall cover all damages caused by the establishment and construction of the above project.
7. The landowners and neighbors will be notified a minimum of one week prior to the start of construction.
8. Any disturbed area will be restored to its pre-construction condition after completion of the project.
9. The points described above are subject to adjustment by subsequent agreement between the City and Grantor.
10. This easement shall not pass, nor be construed to pass, to the City, in fee simple interest or title to the easement area. The Grantor shall have the reserved right to make reasonable non-structural uses of the easement area, which do not interfere with the City's rights under this temporary easement.
11. The Grantor warrants that no verbal or written representations or inducements have been made or given by the City or by any of its officers, agents or employees, other than as may be recited in this document.

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# EASEMENT EXHIBIT

## LEGAL DESCRIPTION

A TEMPORARY EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF SANITARY AND STORM SEWER OVER THAT PART OF LOT 3, PARADISE PARK A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

THENCE SOUTH 00°19'06" EAST (BEARINGS REFERENCED TO NEBRASKA STATE PLANE) FOR 381.84 FEET ON THE WEST LINE OF SAID LOT 3;

THENCE NORTH 89°40'54" EAST FOR 264.28 FEET TO THE EAST LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF BELLEVUE AS RECORDED IN BOOK 41, PAGE 97 AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 25°55'54" WEST FOR 355.89 FEET ON SAID EAST LINE TO THE SOUTH LINE OF AN EXISTING SEWER EASEMENT TO THE CITY OF BELLEVUE AS RECORDED IN BOOK 41, PAGE 97;

THENCE NORTH 53°47'22" EAST FOR 30.49 FEET ON SAID SOUTH LINE;

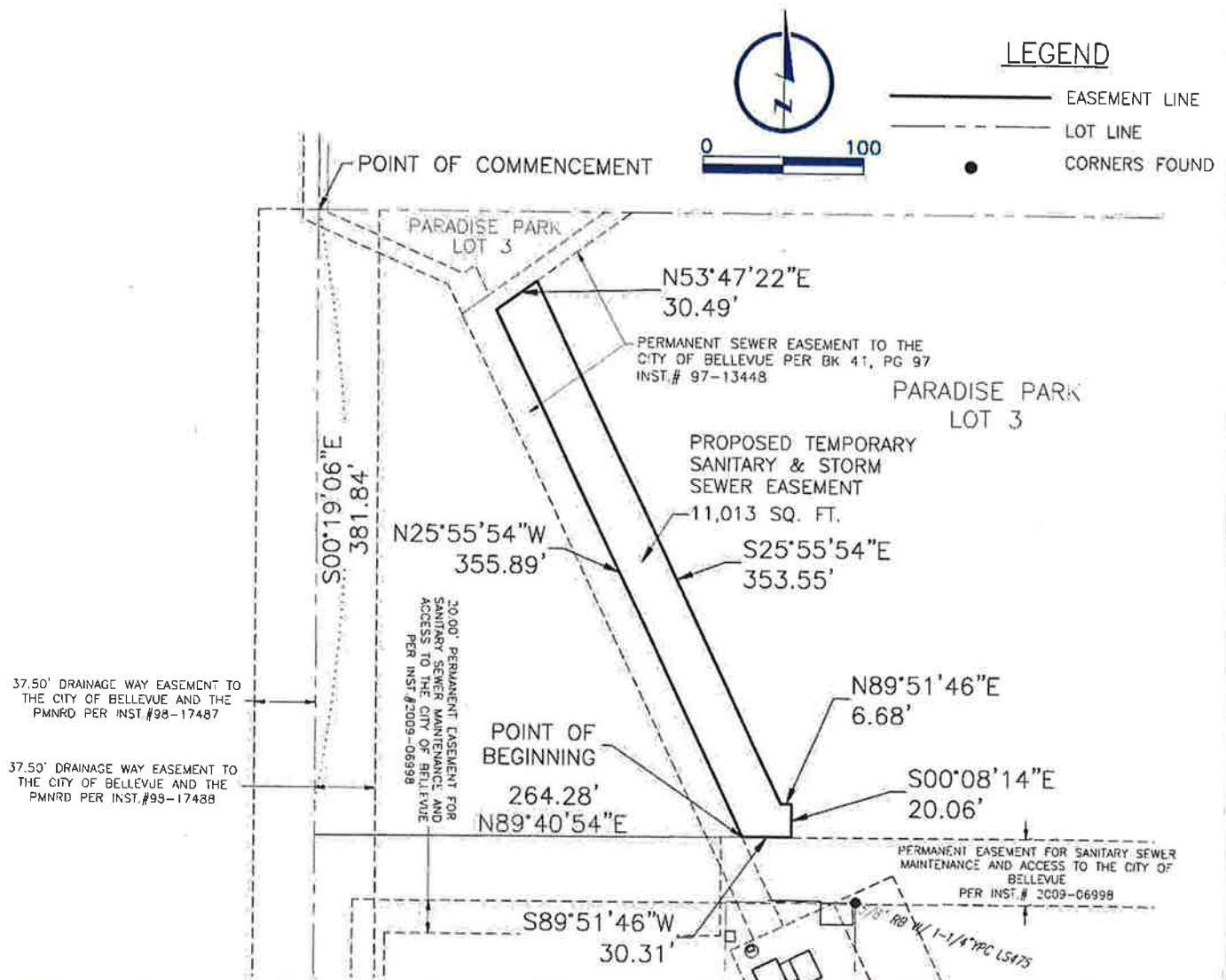
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THENCE SOUTH 00°08'14" EAST FOR 20.06 FEET TO THE NORTH LINE OF A PERMANENT SANITARY SEWER EASEMENT TO THE CITY OF BELLEVUE RECORDED AS INSTRUMENT NUMBER 2009-06998;

THENCE SOUTH 89°51'46" WEST FOR 30.31 FEET ON SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINS 11,013 SQUARE FEET.



**LAMP RYNEARSON  
& ASSOCIATES**

14710 West Dodge Road, Suite 100 402.496.2498 | P  
Omaha, Nebraska 68154-2027 402.496.2730 | F  
www.LRA-Inc.com

**DRAWN BY**  
RER

**DESIGNED BY**

**REVIEWED BY**  
MRT

**PROJECT - TASK NUMBER**  
0117079.01

**DATE**  
1/5/18

**BOOK AND PAGE**

**REVISIONS**  
EAM 6-21-18

15b  
3-11-19

SIGNATURES:  
ADMINISTRATOR APPROVAL: \_\_\_\_\_  
FINANCE APPROVAL: \_\_\_\_\_  
LEGAL APPROVAL: \_\_\_\_\_

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 11<sup>TH</sup> day of March, 2019 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Swain Construction, Inc. ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the CDBG PAVING IMPROVEMENTS EAST OF CHANDLER HILLS PROJECT ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed Two Hundred Thirty-Eight Thousand Seven Hundred Seventy Dollars and Twenty-Nine Cents (\$238,770.29) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:



If to City:

City of Bellevue  
Public Works Department  
Attn: Jeff Roberts  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

Swain Construction, Inc.  
Greg Armstrong  
6002 North 89<sup>th</sup> Circle  
Omaha, NE 68134  
(402) 571-1110

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT “A”**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **“CDBG PAVING IMPROVEMENT EAST OF CHANDLER HILLS PROJECT”**, as specified in this Contract and in the plans and specifications in the City's request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2014 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

## **EXHIBIT "B"**

### **COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT**

#### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

#### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.



# BELLEVUE PUBLIC WORKS DEPARTMENT

**PROJECT: CDBG PAVING IMPROVEMENTS EAST OF CHANDLER HILLS**

**DATE: MARCH 1, 2019**

**TIME: 10:00 A.M.**

[illegible]

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15c  
3-11-19

COUNCIL MEETING DATE:	3/11/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		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:

2019 Concrete Projects

SYNOPSIS:

Approval of the low, responsive responsible bidder for the 2019 Concrete Projects.

FISCAL IMPACT:

\$169,710.20 Plus potential City initiated Change Orders of up to 10% (\$16,971.02)

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-15-7010 Annual Street Maintenance Projects  
CIP ST-19(14) One & Six Year Plan M146(221A) Giles Road, M146(225A) 25th Street

RECOMMENDATION:

Approve the low bid from Swain Construction, Inc. not to exceed \$169,710.20 plus potential City initiated Change Orders of up to 10% (\$16,971.02) for the 2019 Concrete Projects and approve the Mayor to sign the contract.

BACKGROUND:

This is for concrete work to be repaired prior to future Overlay Projects.

ATTACHMENTS:

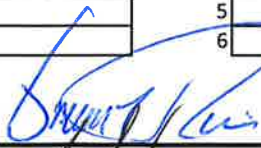

1	Contract	4	
2	Bid Tab	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

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

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 11<sup>TH</sup> day of March, 2019 by and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Swain Construction, Inc. ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the 2019 CONCRETE PROJECTS ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One Hundred Sixty-Nine Thousand Seven Hundred Ten Dollars and Twenty Cents (\$169,710.20) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.

b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.

c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).

d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.

e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.

g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.

h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.

i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.

j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.

k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.

l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.

m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.

(i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:



If to City:

City of Bellevue  
Public Works Department  
Attn: Jeff Roberts  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

Swain Construction, Inc.  
Greg Armstrong  
6002 North 89<sup>th</sup> Circle  
Omaha, NE 68134  
(402) 571-1110

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be Public Works Director Jeff Roberts, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_  
Mayor

BY: \_\_\_\_\_  
City Clerk

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT "A"**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **"2019 CONCRETE PROJECTS"**, as specified in this Contract and in the plans and specifications in the City's request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2014 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

## **EXHIBIT "B"**

### **COPY OF THE CITY OF BELLEVUE'S AFFIRMATIVE ACTION EQUAL OPPORTUNITY POLICY STATEMENT**

#### ***EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT***

It is the policy of the City of Bellevue that equal employment opportunity will be extended to all employees of the City of Bellevue and to all applicants for employment, and that all employees and applicants for employment will be considered without discrimination on the bases of race, religion, color, sex, disability, national origin or political affiliation.

All recruitment, hiring, and employment practices will be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation, and an affirmative action program will be developed and implemented for recruiting, hiring, and employing personnel of the City of Bellevue with equal treatment with respect to compensation and opportunities for advancement, including upgrading, promotion and transfer.

We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and our or their suppliers.

The City assures compliance with Titles VI and VII of the Civil Rights Act of 1964, Executive Order 11246, as amended by Executive Order 11375 and/or other subsequent orders that may pertain to equal employment opportunity and merit employment policies.

This policy statement will be posted in the Bellevue City Hall in a place accessible to employees and applicants for employment. This policy will also be stated in all City contracts. Signed acknowledgments of the City's affirmative action policy and assurance of cooperation will be required of all contractors and subcontractors.

#### ***EQUAL EMPLOYMENT OFFICER***

The Bellevue City Administrator will serve as the Equal Employment Officer for the City of Bellevue and, with his/her staff, will be responsible for the implementation and coordination of the City's affirmative action program, will document and report on compliance with the program's objectives and process complaints concerning the program.

## ***NON-DISCRIMINATORY RECRUITING***

Advertising. Job openings with the City of Bellevue will be advertised and will include the following statement:

"An Equal Opportunity Employer"

Employment advertising will be placed with the goal of achieving equal exposure to all persons in the area. Communications including but not limited to such media as local newspapers, radio, television, minority publications and radio.

Schools. Recruitment will be accomplished by any feasible means available in local schools, colleges, and other educational institutions. Qualified members of minority groups will be encouraged to apply for employment opportunities with the City of Bellevue.

## ***CONTRACTS AND CONTRACTORS***

Contracts. A copy of the City of Bellevue's affirmative action equal employment opportunity policy statement will accompany all contracts awarded by the City of Bellevue and signed acknowledgments of this policy will be required of all contractors engaged by the City. All contracts awarded by the City shall include the following clauses:

"Non-discrimination. All recruitment, hiring and employment practices by the Contractor shall be conducted without discrimination because of race, religion, color, sex, disability, national origin or political affiliation. The Contractor shall insert a similar provision in all subcontracts for goods or services that are to be provided under this Contract."

"Affirmative Action. Within thirty (30) days of the day of this contract, the Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Opportunity Action Program of the City of Bellevue. Further, within ninety (90) days of the date of this contract and annually thereafter for the duration of this contract, the Contractor shall submit an affirmative action report to the City."

Contractors. The City of Bellevue, in seeking contractors for provision of goods and services totaling Two Thousand Five Hundred Dollars (\$2,500) or more shall seek firms demonstrating non-discriminatory practices in its recruitment, hiring, and employment. The City may reject contract proposals from firms that demonstrate discriminatory personnel practices because of race, religion, color, sex, disability national origin or political affiliation.



# BELLÉVUE PUBLIC WORKS DEPARTMENT

**PROJECT: 2019 CONCRETE PROJECTS**  
**DATE: MARCH 1, 2019**  
**TIME: 10:30 A.M.**

[illegible]

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15d  
3-11-19

COUNCIL MEETING DATE:	3/11/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director Epiphany Ramos, WW Manager		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:

Bellevue Lift Station Upgrades - Phase II & III

SYNOPSIS:

Request approval of a Project Agreement with HOA Solutions for the Bellevue Lift Station Upgrades - Phase II & III Project.

FISCAL IMPACT:

\$112,964.80

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

20-7000 WW 19(3)

RECOMMENDATION:

Request approval of a Project Agreement with HOA Solutions for the Bellevue Lift Station Upgrades - Phase II & III Project and authorize the Mayor to sign the Project Agreement not to exceed \$112,964.80.

BACKGROUND:

The Project Agreement with HOA Solutions is for Phase II & III of the Bellevue Lift Station Upgrades Project. This is a sole source proposal.

ATTACHMENTS:

1 Project Agreement

2

3

4

5

6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:


**Bellevue LS SCADA Upgrade Phase II & III Combined**

Whispering Timbers East, Whispering Timbers West, 51st &amp; Bernadette, Danielle, Landing, Kennedy

Cost each      Total cost

**Office (MASTER Command Center)**

Computer w/1-24" Monitor	Optiplex XE2 SFF
Server	Server
VTScada	5k Dual Server Redundant
BackUp	Acronis
ScreenConnect	HOA
UPS	APC Smart UPS 1500
Modem	MultTech
Misc Cables	Cables
Server Rack	Floor/Wall Mount 12-18U
Printer	Brother
Switch	Netgate
Split Screen TV	
Split Screen Software	DisplayFusion
VPN Server	Netgate

This is the Master SCADA System. This is the lifeline of the entire system. We have designed this to be independent from all other systems, and most importantly fully redundant. The command center will have multiple viewing windows as requested. This is where all the alarms are generated. Alarm management and personnel assignments will be available in this location. All reports will be generated from this location as well. Remote access will be available from any portable device with internet access. HOA will work with the City of Bellevue to ensure we will be following the city's Cyber Security protocols. This system will need to be installed before all other remote panels. This system is fully expandable to add any amount of extra RTU's (Remote Terminal Units)

**Complete SCADA Package**

Service Agreement (Annual)

0	\$ 51,340.00	\$ -
	11%	\$ -
<b>Total</b>		\$ -

**Complete Control Panel W/ SCADA Monitoring**

PLC  
N-Tron 5 port switch  
Enclosure  
VFD's  
Control Transformer  
Surge Protection Device  
Power Distribution Blocks  
100 amp 3 pole relays  
20 amp 2 pole relays  
15 amp single pole relays  
ISR Block (Intrinsically Safe Relay)  
Power Supply  
Pilot Lights  
2 pole relays  
Panel Heater  
Strobe Light  
Misc. Materials  
Batteries  
Radio/Cell Modem  
Antenna  
Floats  
Level Transducer  
Float Bracket  
Installation  
PLC Programming  
Trenching and Core  
Panel Building  
Mobilization

**Control Panel**

Service Agreement (Annual)

4	\$ 21,435.00	\$ 85,740.00
	4%	\$ 3,429.60
<b>Total</b>		\$ 89,169.60

This is a complete Control Panel to replace the entire existing panel. The ultimate goal is to have "like" products throughout the entire system. I am proposing to install VFD's in each panel that does not currently have VFD's. The VFD's will have an operator interface on the door mounted keypad. All new Level Transducers and floats will be mounted in the wetwells. We have left room for expansion in each PLC for any new equipment that may be added. EX. Flow Meter, Flood Floats, etc.

**Proposed Lift Stations**

WHISPERING TIMBERS EAST  
WHISPERING TIMBERS WEST  
51ST AND BERNADETTE  
DANIELLE

**RTU Panel W/ SCADA Monitoring only**

PLC  
N-Tron 5 port switch  
Enclosure  
Surge Protection Device  
Power Supply  
Pilot Lights  
2 pole relays  
Panel Heater  
Strobe Light  
Batteries  
Radio/Cell Modem  
Antenna  
Installation  
PLC Programming  
Panel Building  
Mobilization

**Control Panel**

Service Agreement (Annual)

2	\$ 11,440.00	\$ 22,880.00
	4%	\$ 915.20
<b>Total</b>		\$ 23,795.20

These are stations that I have deemed in exceptional condition, and would not require a complete Control Panel swap out.

**Proposed Lift Stations**

LANDING  
KENNEDY

**Existing Panel with PLC available**

N-Tron 5 port switch  
Radio/Cell Modem  
Antenna  
Installation  
PLC Programming  
Panel Building  
Mobilization  
**Control Panel**  
Service Agreement (Annual)

	\$	8,550.00	\$	-
		4%	\$	-
<b>Total</b>	\$		\$	-

These are the Lift Stations that have existing PLC's and are in real good condition, we will just need to install communication equipment and program existing PLC's to communicate to the Master.

**Proposed Lift Stations****GRAND TOTAL****\$ 112,964.80**

# PROJECT AGREEMENT

This Project Agreement ("Agreement") made between Contractor and Owner is as follows:

**Date:** 03/06/2019

**Owner:** City of Bellevue

**Contractor:** HOA Solutions  
2601 West L Street, Suite 1  
Lincoln, Nebraska 68522

**Project Name:** Bellevue Lift Station Upgrades

**Work:** See Attached Proposals Phase II & III

**Project Price:** See Attached Proposals Phase II & III

**Schedule:** Substantial completion of the Work shall be achieved on or before September 30<sup>th</sup>, 2019.

The Terms and Conditions of this Agreement are included below and incorporated by this reference.

City of Bellevue ("Owner")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

HOA Solutions ("Contractor")

By:  \_\_\_\_\_

Name: Troy Euse

Title: COO, HOA Solutions Inc.

## **TERMS AND CONDITIONS**

Price and Payment. As full compensation for performance by the Contractor of the Work, the Owner shall pay the Contractor the Project Price. Payment is due 15 days after invoicing. If all Work cannot be completed in the same calendar month, Contractor may send a monthly billing to Owner. If Contractor is not paid timely, Contractor may stop proceeding with the Work.

Permits. Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the Work.

Insurance and Risk of Loss. Before commencing the Work, the Contractor shall procure and maintain in force workers' compensation insurance, business automobile liability insurance, and commercial general liability insurance (CGL). Contractor shall provide a certificate of insurance to Owner upon request. Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Contractor until the date of substantial completion and then shall be upon the Owner.

Contractor will maintain and provide evidence of the following insurance coverages:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability – Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.

Builders Risk/Installation Floater – Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

Changes to Work and Schedule. The Contractor may request or the Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Project Price or the Schedule. All changes in work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation. Contractor shall be granted a reasonable extension of time for any delays outside of the Contractor's reasonable control.

Project Conditions. Should concealed or subsurface conditions be encountered in the performance of the Work different than reasonably expected by Contractor, Contractor shall notify Owner thereof and shall not proceed with that aspect of the Work without proper instructions from Owner. If Contractor encounters any hazardous material, in, on or under the Project site, Contractor shall suspend the performance of Work to the extent required to avoid

any safety or health hazard and until action sufficient to protect employees has been taken. Contractor shall notify Owner immediately upon encountering any hazardous materials in, on or under the Project site.

Warranty. Contractor warrants, for the period of twelve (12) months commencing on the date of substantial completion, that: (i) the Work will be free of defects in materials, construction and workmanship, and conform to the standard of material and workmanship prevailing in the industry; and (ii) it will accomplish all Work in accordance with the standard of care specified herein and in accordance with all applicable laws. Owner shall notify Contractor within a reasonable time after any defect or deficiency or breach of this warranty becomes apparent, not to exceed thirty (30) days from the date Owner becomes aware of such defect or deficiency or breach of this warranty.

Service Agreement. After said warranty period has expired (12) months from substantial completion. A Service Agreement Contract will be offered to the owner on an annual basis. The Service Agreement will be outlined as follows:

- i. Master Control Center (Main Office)
  - a. (1) One site visit per year to inspect all hardware provided, (Servers, Computers, Switches, Routers, Monitors, UPS's and to perform routine factory recommended cleaning and maintenance. This visit could be coupled with other maintenance visits.
  - b. (1) One site visit per year for software support. This will include but not limited to license updates, security updates, SCADA software updates, Microsoft Office updates, Screen Connect updates and any patching necessary.
  - c. Remote support will be offered for troubleshooting and diagnostic purposes, access for HOA Solutions technicians to the owner's system will be the sole decision of the owner.
- ii. Remote Lift Stations (RTU's)
  - a. (1) One site visit per year to inspect all hardware provided (PLC's, Cellular Modems, Radios, Antennas, Transducers, Flowmeters, VFD's, relay logic, and health of the overall remote communication scheme.
- iii. Preferred Service Option
  - a. This option will place the owner on a list that will guarantee the owner "immediate" support in the case of an emergency or catastrophic damage. (Wide spread thunderstorms, tornadoes, ice storms, floods, wind)
    - i. "Immediate" is defined as phone support within 1 hour of receiving the request from the customer or on-site service within 8 hours of receiving the request from the customer.

Indemnity. To the fullest extent permitted by law, Contractor and Owner each agree to



indemnify, hold harmless and defend the other, its officers, employees, owners, agents, and successors from and against any and all liability, debts, claims, suits, losses, damages, causes of actions, judgments, costs and expenses, including attorney's fees, relating to or arising out of the following, to the extent caused by and proportionally to that party's actions or omissions:

- (i) those arising by reason of claims by governmental authorities or other entities of any actual or asserted failure to comply with any applicable law or permit, including without limitation actual or asserted failure to pay taxes, duties, or fees, or to comply with employee safety orders or safe place of employment laws; or
- (ii) those arising on account of injury to or death of persons or damage to or loss of property.

Each party shall promptly notify the other of any loss, claim or proceeding in respect of which it is or may be entitled to indemnification under this section. Such notice shall be given as soon as reasonably practicable after the party claiming indemnification becomes aware of any loss, claim or proceeding. Any failure to provide prompt notice shall not affect indemnification obligations hereunder except to the extent that there has been actual prejudice as a result of such delay. The indemnification obligations hereunder shall survive the completion or termination of this Agreement subject to applicable statutes of limitations and repose.

Waiver of Incidental and Consequential Damages. The Contractor and Owner waive all claims against each other for contract, warranty, tort (including negligence or strict liability) or otherwise for any special, indirect, incidental or consequential damages of any kind or nature whatsoever. This mutual waiver includes, but is not limited to damages incurred by the Owner for rental expense, for loss of use, income, profit, financing, business or reputation, and for loss of management or employee productivity or the services of such persons and any other loss that could be construed as an incidental or consequential damage or arising out of a breach of this Agreement. This mutual waiver is also applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other default within seven (7) days from written notice from City specifying such default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

Notices. Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

If to City:

City of Bellevue  
Public Works Department  
Attn: Jeff Roberts  
1500 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Alicia Robbins  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

Chris Egger  
HOA Solutions  
2601 L Street, Suite 1  
Lincoln, NE 68522  
Phone No.: (402) 467-3750

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(i) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(ii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

(iii) City's Project representative shall be Public Works Director Jeff Roberts, or his designee; Contractors' representative shall be \_\_\_\_\_, or his/her designee.

Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous negotiations, conversations, writings and agreements by the parties with respect to the subject matter hereof. The provisions of this Agreement shall be changed, modified, waived or amended only by a written agreement signed by the parties. No oral agreement or conversation with any officer, agent or employee of Contractor or Owner, either before or after the execution of this Agreement, shall affect, alter or modify the obligations of the parties.

Counterparts. This Agreement may be executed by signing the original or a counterpart thereof. If this Agreement is executed in counterparts, all counterparts taken together shall have the same effect as if all the parties had signed the same instrument. A facsimile or pdf signature shall be treated as an original signature.

E-Verify. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**Bellevue LS SCADA Upgrade Phase II & III Combined**

Whispering Timbers East, Whispering Timbers West, 51st &amp; Bernadette, Danielle, Landing, Kennedy

Cost each      Total cost

**Office (MASTER Command Center)**

Computer w/1-24" Monitor	Optiplex XE2 SFF
Server	Server
VTScada	5k Dual Server Redundant
BackUp	Acronis
ScreenConnect	HOA
UPS	APC Smart UPS 1500
Modem	MultTech
Misc Cables	Cables
Server Rack	Floor/Wall Mount 12-18U
Printer	Brother
Switch	Netgate
Split Screen TV	
Split Screen Software	DisplayFusion
VPN Server	Netgate

**Complete SCADA Package**

Service Agreement (Annual)

	\$	51,340.00	\$	-
		11%	\$	-
<b>Total</b>	\$		\$	-

This is the Master SCADA System. This is the lifeline of the entire system. We have designed this to be independent from all other systems, and most importantly fully redundant. The command center will have multiple viewing windows as requested. This is where all the alarms are generated. Alarm management and personnel assignments will be available in this location. All reports will be generated from this location as well. Remote access will be available from any portable device with internet access. HOA will work with the City of Bellevue to ensure we will be following the city's Cyber Security protocols. This system will need to be installed before all other remote panels. This system is fully expandable to add any amount of extra RTU's (Remote Terminal Units)

**Complete Control Panel W/ SCADA Monitoring**

PLC  
N-Tron 5 port switch  
Enclosure  
VFD's  
Control Transformer  
Surge Protection Device  
Power Distribution Blocks  
100 amp 3 pole relays  
20 amp 2 pole relays  
15 amp single pole relays  
ISR Block (Intrinsically Safe Relay)  
Power Supply  
Pilot Lights  
2 pole relays  
Panel Heater  
Strobe Light  
Misc. Materials  
Batteries  
Radio/Cell Modem  
Antenna  
Floats  
Level Transducer  
Float Bracket  
Installation  
PLC Programming  
Trenching and Core  
Panel Building  
Mobilization

**Control Panel**

Service Agreement (Annual)

4	\$	21,435.00	\$	85,740.00
		4%	\$	3,429.60
<b>Total</b>	\$		\$	89,169.60

This is a complete Control Panel to replace the entire existing panel. The ultimate goal is to have "like" products throughout the entire system. I am proposing to install VFD's in each panel that does not currently have VFD's. The VFD's will have an operator interface on the door mounted keypad. All new Level Transducers and floats will be mounted in the wetwells. We have left room for expansion in each PLC for any new equipment that may be added, EX, Flow Meter, Flood Floats, etc.

**Proposed Lift Stations**

WHISPERING TIMBERS EAST  
WHISPERING TIMBERS WEST  
51ST AND BERNADETTE  
DANIELLE

**RTU Panel W/ SCADA Monitoring only**

PLC  
N-Tron 5 port switch  
Enclosure  
Surge Protection Device  
Power Supply  
Pilot Lights  
2 pole relays  
Panel Heater  
Strobe Light  
Batteries  
Radio/Cell Modem  
Antenna  
Installation  
PLC Programming  
Panel Building  
Mobilization

**Control Panel**

Service Agreement (Annual)

2	\$	11,440.00	\$	22,880.00
		4%	\$	915.20
<b>Total</b>	\$		\$	23,795.20

These are stations that I have deemed in exceptional condition, and would not require a complete Control Panel swap out.

**Proposed Lift Stations**

LANDING  
KENNEDY

**Existing Panel with PLC available**

N-Tron 5 port switch  
Radio/Cell Modem  
Antenna  
Installation  
PLC Programming  
Panel Building  
Mobilization  
Control Panel  
Service Agreement (Annual)

**Total**

0	\$ 8,550.00	\$ -
	4%	\$ -
		\$ -

These are the Lift Stations that have existing PLC's and are in real good condition, we will just need to install communication equipment and program existing PLC's to communicate to the Master.

**Proposed Lift Stations****GRAND TOTAL****\$ 112,964.80**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15e  
3-11-19

COUNCIL MEETING DATE:	3/11/2019	AGENDA ITEM TYPE:	
SUBMITTED BY:  Jeff Roberts, Public Works Director Dean Dunn, Manager of Engineering Services		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:

2020 Overlay (NDOT) AC Project

SYNOPSIS:

Approve the Agreement Agreements between the City of Bellevue and Alfred Benesch & Company for the 2020 Overlay (NDOT) AC Project.

FISCAL IMPACT:

\$65,389.39

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-15-7010

RECOMMENDATION:

Request approval of the Agreement and authorize the Mayor to sign the Agreement between the City of Bellevue and Alfred Benesch & Company for the 2020 Overlay (NDOT) AC Project not to exceed \$65,389.39.

BACKGROUND:

They will provide professional NEPA and design support services to assist the City with the upcoming 2020 Advanced Construction Asphalt Resurfacing Project.

ATTACHMENTS:

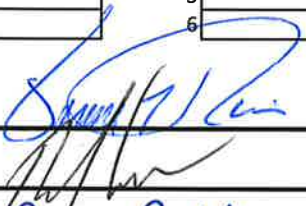
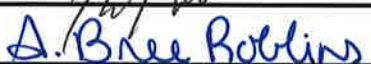
1	Proposal	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



Alfred Benesch & Company  
14748 W. Center Road, Suite 200  
Omaha, NE 68144-2029  
www.benesch.com  
P 402-333-5792  
F 402-333-2248

January 14, 2019

Mr. Dean Dunn, PE  
Manager of Engineer Services  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005

RE: 2020 Resurfacing Project, Bellevue (AC funding) MAPA-5081(1) CN22775

Dear Mr. Dunn:

Alfred Benesch & Co. (Benesch) appreciates the opportunity to propose to provide professional NEPA and design support services to assist the City with your upcoming 2020 Advanced Construction Asphalt Resurfacing Project. We have been providing similar services to local agencies in Eastern Nebraska including several in the metro area. The basis scope of services involves preparation of NEPA Level 1 Categorical Exclusion documentation for the proposed project sites and development of a complete bid package in accordance with Nebraska Department of Transportation (NDOT) standards. A detailed scope of services is provided in the attached Exhibit A. All services provided will be determined and performed solely at the discretion and direction of the City. The associated fee for the proposed services is provided in Exhibit "B".

Our project team will be led by Jeff Sockel, PE. Jeff has over 25 years of experience in project management, design, inspection, and testing. Supporting Jeff will be a staff of Environmental Scientists, Engineers, and Engineering Technologists based out of our Omaha location.

Benesch agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If this proposal is acceptable, or if there are questions or concerns about this proposal, please contact us at your convenience. We look forward to the opportunity to continue to provide assistance and value to the City on its projects.

Sincerely,

Jeffery A. Sockel, PE  
Senior Vice President/Omaha Division Manager

Accepted: \_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name

\_\_\_\_\_

Title



PROJECT NO.: MAPA-5081(1)  
CONTROL NO.: 22775  
LOCATION: Various locations throughout Bellevue  
STATE PC: Nicole Taylor, PE  
LPA POINT OF CONTACT: Dean Dunn, PE  
CONSULTANT: Alfred Benesch & Company  
CONSULTANT POINT OF CONTACT: Jeff Sockel, PE

**OVERVIEW**

Alfred Benesch & Company (Consultant) proposes to provide the professional services to develop remaining components or modify those already prepared associated with the design package for the City of Bellevue 2020 Major Street Resurfacing Project. The work required for this project includes data collection, NDOT level 1 Categorical Exclusion environmental documentation, development of the contract documents, and final design plans for an asphalt resurfacing project. The Consultant agrees to provide the services detailed below from the execution date of the contract through the identified completion date or beyond, if mutually agreeable by both parties. Compensation for the services shall be on a time and materials basis with any direct expenses reimbursed at actual cost.

Design and plan preparation will follow Nebraska Department of Transportation and City of Bellevue guidelines for asphalt resurfacing projects.

**CITY OF BELLEVUE TO PROVIDE OR COMPLETE**

Consultant anticipates the City of Bellevue will provide or arrange for the following items for use in the development of the project deliverables:

- Preliminary design files for all work performed to date
- Phasing & Workzone Traffic Control for each street segment

**UNDERSTANDING AND ASSUMPTIONS**

Design efforts will address all aspects of street resurfacing improvements consistent with NDOT's standard practice for maintenance and rehabilitation contract documents and plans. Additionally, design efforts will include a Level I environmental assessment for each street segment. It is anticipated all improvements will be confined to the existing roadway between existing curbs or edge of pavement. It is anticipated any seasonal dependent environmental surveys can be performed as a desktop review using readily available aerial photography, environmental databases and other electronic resources.

Roadway segments in this project are as follows:

No.	1 & 6 Year Plan No.	Street Segment	From	To
1	M146(202B)	15th Street	Cornhusker Road	Thurston Avenue
2	M146(207B)	Betz Road	Martinview Road	Lloyd Street
3	M146(221B)	Giles Road	42nd Street	36th Street
4	M146(225)	25th Street	Gilmore Road	Cornhusker Road
5	M146(226)	36th Street	Landings Drive	Cornhusker Road
6	M146(255B)	25th Street	Ponderosa Dr	Hwy 370

This scope of services includes preparation of the project description, location information, Program documents (DR-73, DR-53), purpose and need statement (if applicable – Level 3 Categorical Exclusion (CE) only), Threatened and Endangered species (T&E) Activity Checklist, general project location map, PQS (Professionally Qualified Staff) Memos (Wetlands, HMR, EJ/LEP, T&E Species, Section 106). When appropriate, detour route information will be provided (including a list of property owners along the project and detour route).

#### **PROJECT MANAGEMENT**

This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare project correspondence with the LPA or State on LPA's behalf; and maintain project records.

#### **ANTICIPATED PROJECT SCHEDULE**

Once Consultant receives the Notice to Proceed, the anticipated schedule for developing and submitting the design plans, other contract documents, and environmental document review package is 180 calendar days from the Notice to Proceed. This timeframe does not include completing any signature processes required by other entities. Revisions or additions based upon review comments will be addressed within three (3) weeks of receipt of all comments.

#### **GENERAL INFORMATION**

Consultant will prepare and submit the following items to the City of Bellevue:

- Meeting minutes from all meetings
- Miscellaneous correspondence and information related to the project
- Summary of quantities and preliminary estimates for the proposed resurfacing package.

#### **GENERAL MEETINGS**

Consultant will coordinate, facilitate and attend one (1) review meeting associated with the project. The meeting is anticipated to occur at approximately 75% completion of the design

effort and will include discussion of overall project progress and any review comments. Any additional meetings not identified in this task shall be performed by supplemental agreement.

**PERMIT APPLICATIONS/ AGREEMENTS**

Permits, agreements, certifications, and other related forms identified in the LPA Manual are not anticipated for this project. Any such requirements will be addressed as needed under supplemental agreement.

**ENVIRONMENTAL SERVICES**

A. **PROJECT DESCRIPTION**

This scope provides for environmental services related to compliance with the National Environmental Policy Act (NEPA) for the Project named above. Consultant shall serve as an agent for the City of Bellevue, hereafter referred to as the LPA (Local Public Agency), representing them in matters related to the environmental services identified below for this Project.

**Scope Items Pertaining the Project (checked boxes indicate the sections of this scope that apply to the project):**

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

<b>SOS Sec</b>	<b>Scope Items</b>	<b>Tasks</b>
1	Categorical Exclusion (CE)	<input checked="" type="checkbox"/>
2	Farmland	<input type="checkbox"/>
3	Section 106 request letter	<input checked="" type="checkbox"/>
4	Threatened & Endangered Species Review	<input type="checkbox"/>
5	Hazardous Materials Review (HMR)	<input checked="" type="checkbox"/>
6	Section 4(f)	<input checked="" type="checkbox"/>
7	Section 6(f)	<input type="checkbox"/>
8	Floodplain Review	<input checked="" type="checkbox"/>
9	Water Quality Review	<input checked="" type="checkbox"/>
10	Noise Analysis and Report	<input type="checkbox"/>
11	Wetland & Stream Delineation	<input checked="" type="checkbox"/>
	Delineation Project Size	<input checked="" type="checkbox"/> Small <input type="checkbox"/> Med <input type="checkbox"/> Large
12	404 Nationwide Permit Application	<input type="checkbox"/>
13	404 Individual Permit Application	<input type="checkbox"/>
14	Mitigation Plan	<input type="checkbox"/>
15	Public Involvement Materials	<input checked="" type="checkbox"/>
16	Green Sheets	<input checked="" type="checkbox"/>
17	Project Management	<input checked="" type="checkbox"/>
18	Site Visits	<input checked="" type="checkbox"/>
19	Urban Wetland Memo	<input checked="" type="checkbox"/>
20	Additional resources for CE (cumulative, access and detours, schools)	<input checked="" type="checkbox"/>

**B. LPA OR STATE, ON LPA'S BEHALF, TO PROVIDE** (to the extent that the items listed are available or needed for the scope checklist above):

1. County-wide plat (ownership) or TAM (occupancy) maps for Consultant's use if landowner notification is needed. A notification letter, on LPA's letterhead for the consultant's use in landowner contact and site access will also be provided.
2. Wetland Delineation Data Sheets and Photographs (if already available and not part of this scope of work).
3. Environmental Justice/Limited English Proficiency Memo (provided by State if available).
4. Section 106 documentation and Professionally Qualified Staff (PQS) Memo (provided by State if available).
5. HMR PQS Memo (provided by the State if available).
6. Threatened and Endangered Species PQS Memo (provided by State if available).
7. Wetlands PQS Memo.

C. APPLICABLE PUBLICATIONS:

Work shall be done in accordance with the most current version of the following materials:

1. Instructions and Guidance for Completing the Nebraska Categorical Exclusion Determination Form for Federal-Aid Projects, June 2, 2015.
2. NDOT National Historic Preservation Act Section 106 Guidelines, 2015.
3. Nebraska Biological Evaluation Process, Prepared in Support of the Programmatic Agreement that was developed between FHWA, State, USFWS and NGPC, January 20, 2012.
4. Certified NEPA consulting firms and requirements. NDOT, July, 2015.
5. Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1. Environmental Laboratory, Department of the Army Waterways Experiment Station, US Army Corps of Engineers, Vicksburg, Mississippi , 1987.
6. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region, ERDC/EL TR-08-27. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi, 2010.
7. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region, ERDC/EL TR-08-12. Wetlands Regulatory Assistance Program, US Army Engineer Research and Development Center, Vicksburg, Mississippi, 2010.
8. Regulatory Guidance Letter No. 05-05: Ordinary High Water Mark Identification. US Army Corps of Engineers, 2005.
9. Cowardin et al. Classification of Wetlands and Deepwater Habitats of the United States, FWS/OBS 79/31. Biological Services Program, Fish and Wildlife Service, US Department of the Interior, 1979.
10. Nebraska Wetland Subclasses (Attachment K, Wetland Mitigation Banking, Standard Operating Procedures in Nebraska).
11. Nebraska Department of Roads. Hazardous Materials Review Guidance manual (August 2015).
12. Nebraska Department of Roads. Procedure: Wetland and Water Resource Delineation and Water Conveyance Structure Investigation, (January 2013 DRAFT).
13. Nebraska Department of Roads. Nebraska Public Involvement Procedure (September, 2015).
14. Nebraska Department of Roads. Standard Delineation Report (Draft In Preparation).
15. Guidance for Completing the Section 4(f) Review Process in Nebraska for Federal-Aid Projects (May 28, 2015).
16. Programmatic Categorical Exclusion Agreement Between the Federal Highway Administration and the Nebraska Department of Roads (April, 2015).

D. CONSULTANT SHALL PROVIDE TO LPA OR STATE, ON LPA'S BEHALF:

1. CE Document and Resource Reviews.
  - a. Project Description and Purpose & Need (when applicable). Consultant will determine if the provided project description meets the NDOT guidance for project descriptions and revise as necessary for use in the CE document, consultation letters,

- and public involvement materials. If a Purpose & Need statement is required (applicable for Level 3 CEs) the consultant will determine if the original Purpose & Need meets the NDOT guidance requirements and if necessary, draft a revised Purpose & Need statement for inclusion in the CE document.
- b. CE Determination Form for Federal-Aid Projects. When the Consultant determines whether the Project will qualify as a Level 1, 2 or 3 CE under the existing CE Programmatic Agreement, they will notify the Project's assigned State NEPA Environmental Project Manager (PM) and complete the appropriate Level (1,2,3) of the CE Form. Consultant will notify the State NEPA Environmental PM if a threshold has been crossed which elevates the level of CE documentation. Consultant will obtain or produce supplemental information, figures and resource maps to attach to the NEPA Form or to be placed into the Project file as back-up reference material for the document. Figures and resource maps are required to be attached to the NEPA Form (as per the CE guidance manual). If not required as an attachment, Consultant shall produce them for the NEPA project file. Consultant's effort shall also include up to three progress meetings as needed, with LPA and/or State by telephone.
  - c. Vicinity Map and Location Aerial Figure of the Environmental Study Area. Consultant will prepare a Project Vicinity map on a 7.5 Minute Quadrangle Topographic Map base (1:24,000 scale), showing the Project location with insert showing the county and its position in Nebraska. The Project Location Aerial Figure shall be shown on an aerial photograph as the background, with the overall Environmental Study Area mapped (minimum ¼ mile from centerline, right and left), the Project start and end points plotted, and pertinent constraints such as Limits of Construction depicted, if known.
  - d. Documentation and Revisions. Consultant will submit the completed CE Determination Form for Federal-Aid Projects (including attachments) to the LPA, State (and FHWA if Level 3) for review and approval. Consultant will assume 2 rounds of comments from NDOT (and 2 additional rounds of comments from FHWA if Level 3).
  - e. CE Quality Control. The consultant shall submit to LPA and State evidence that the CE document has had a quality control review by the Consultant's Principal NEPA Author or Project Manager (as identified in the firm's current, approved NEPA Certification submittal - Category 101A), other than the document author. The submittal shall accompany both draft and final NEPA documents and may be in the form of a transmittal letter with the name, date and signature of the QC reviewer, on the Consultant's internal review process form, on NDOT's QC review form, or when the electronic CE Form allows, provide evidence of QC review in the appropriate position on the CE form.

- f. CE Comment Tracking Table: The consultant shall maintain a summary table of all review comments and resolution of comments made by LPA, State and FHWA during document review and revision processing. Comments shall be organized by the CE Form's subject title and question number. The comment tracking table shall be submitted to LPA, State or FHWA, as appropriate, along with the revised draft and final documents.
2. Farmland. **NOT NEEDED FOR THIS CONTRACT**
3. Section 106 State Historic Preservation Office/Tribal Historic Preservation Office (SHPO/THPO).  
Section 106 Review Request Letter. Consultant will complete the Section 106 Review Request Letter and submit it as a PDF to the State's Section 106 Professionally Qualified Staff (PQS), copy the LPA Project Coordinator and NEPA Environmental PM. The Section 106 Review Request Letter shall include a Vicinity Map and a Location Figure, showing the project's start and end points.
4. Section 4(f) Exception or De Minimis Determination.
- a. Section 4(f) Initial Assessment Form. Consultant will determine if adjacent Section 4(f) properties such as public parks, recreation areas, and wildlife/waterfowl refuges, or historic sites of local, state or national significance are present, as part of the resource review. Consultant will prepare the Section 4(f) Initial Assessment Form and submit to State NEPA Environmental PM for review and approval. The approved Section 4(f) Initial Assessment Form will be sent to the Consultant for inclusion in the CE appendices.
- b. Section 4(f) Documentation. If a Section 4(f) property is identified within the Project area, the project or undertaking must determine whether or not there would be a 'use' of land from that property within the meaning of Section 4(f). If it is determined that there is a 'use' of the land then coordination with State must occur and one or more of the following documents will need to be prepared by the Consultant:
- Section 4(f) Exceptions Form
  - Section 4(f) De Minimis Form
  - Coordination (by letter) with the "Official with Jurisdiction" (OWJ) for the Section 4(f) resource, to obtain concurrence that the impact will/will not adversely affect the resource.
- If any Section 4(f) property has a 'use' determined, analysis and document preparation for the additional properties would be considered out of scope and the additional effort would be negotiated as a Supplement to this Agreement.
- c. Individual Section 4(f) Evaluation. If needed, an Individual Section 4(f) Evaluation and documentation would be also considered out-of-scope and the additional effort would be negotiated as a Supplement to this Agreement.



5. Section 6(f) Analysis Documentation. **NOT NEEDED FOR THIS CONTRACT**
6. Floodplain Review.

Consultant will research and document whether the project is located within a Zone A floodplain. If a floodplain encroachment will occur due to the project, the analysis and floodplain permitting would be considered out-of-scope and additional hours will be negotiated as a Supplement to this Agreement.
7. Water Quality Review.

Consultant will research and document whether impaired waters (303d list) are located within the Environmental Study Area. If impacts to the impairment of the water resource will be affected by the project, Consultant will coordinate with NDEQ. Consultant will coordinate with the Design Consultant and the City to document efforts to protect or improve water quality through the use of Best Management Practices.
8. Threatened and Endangered Species (T&E) Review.
  - a. Biological Evaluation (BE) Review Request Letter. Consultant will complete the BE Review Request Letter and submit it as a PDF to the State's LPA T&E PQS and NEPA Environmental PM. Consultant will revise it in response to State comments as needed. This letter will include the wetland delineation (if completed) as an attachment. The NDOT T&E PQS Memo will be cited and summarized in the CE document, and included in the CE appendices.
  - b. Field Review. A field review may be needed and would be conducted by the Consultant's qualified biologist in conjunction with the wetland delineation site visit. If a wetland delineation is not required for the Project and a site visit for T&E Species is needed, a qualified biologist would perform a site visit and conduct the field review.
9. Hazardous Materials Review (HMR).

This project is not anticipated to require a full HMR, due to the depth of the milling, the limited depth of ground disturbance, and the limited lateral extent of the road resurfacing (i.e. within the existing curbs or paved shoulders). Therefore, the Consultant will prepare a letter documenting the proposed project description and coordinate with the NDOT Hazardous Materials PQS to document these conditions, and obtain a memo from the PQS stating that no HMR is required.

If the proposed project description changes, or NDOT requires it, further investigation may be required, as described below, and would be negotiated as a Supplement to this Agreement.
10. Noise Study and Report. **NOT NEEDED FOR THIS CONTRACT**
11. Wetland and Stream Delineation Services. **NOT NEEDED FOR THIS CONTRACT**

12. Section 404 Nationwide Permitting Services. **NOT NEEDED FOR THIS CONTRACT**
13. Section 404 Individual Permit Application. **NOT NEEDED FOR THIS CONTRACT**
14. Mitigation Plan. **NOT NEEDED FOR THIS CONTRACT**
15. Public Involvement Materials.  
The Consultant will coordinate with the City to obtain copies of all Public Involvement materials and documentation prepared for the proposed project. This would include the Public Involvement Plan, public notices, meeting minutes, handouts, public comments, response, a summary of all public involvement conducted, distribution lists, legal notices, stakeholder meetings, among other items. Consultant will prepare appropriate summaries of these documents for inclusion in the CE, as well as provide input during the Public Involvement process. This input includes attending public meetings, reviewing the comments and responses, reviewing materials to be presented to the public, and providing technical information for any responses that address environmental issues. Additional hours will be negotiated with the Consultant, by supplement to this Agreement, for preparation of additional public involvement materials required to support increased levels of Public Involvement.
16. Green Sheet.  
Consultant shall prepare the Green Sheet for the Project, which details all applicable environmental project commitments and conditions.
17. Environmental Project Management. **NOT NEEDED FOR THIS CONTRACT**
18. Site Visits.  
Consultant will (as needed) conduct up to 2 site visits for such things as, but not limited to the HMR, wetlands and stream review, and/or threatened and endangered species review. The visits should be combined when possible, for efficiency.
19. Urban Wetland Memo.  
Consultant will review all the project locations and take photos, and prepare a single memorandum documenting any wetlands outside the roadway corridors, and submit to NDOT. There are not anticipated to be any impacts outside the curb line of any of these projects.
20. Additional Resources Requiring Detailed Analysis for CE.  
Several additional site-specific resources will require more detailed analysis during the preparation of the CE. These include: Closures and detours, school boundaries/busing/coordination, cumulative impacts, and utilities coordination.

Closures and detours. Consultant will review the City of Bellevue's planning documents and coordinate with Public Works on other projects in the vicinity of the proposed

projects. Other project timelines will be analyzed for potential overlap and impacts to or from the proposed project. Overlapping detours will be reviewed for possible reconfiguration, and displays will be prepared for use in public meetings, mailings, and websites to illustrate these conflicts.

School boundaries/busing/coordination. Consultant will coordinate with Public Schools along any of the proposed locations regarding the potential impacts of these projects on bus routes and the movement of students to and from local schools in the project areas. Additional coordination, displays, or documentation may be required beyond the CE.

Cumulative impacts. Consultant will review the interaction between these projects, coordinate with Public Works on other projects in the vicinity of the proposed projects, and determine the potential for cumulative impacts, including access, detours, or construction impacts, on or from the proposed projects. Cumulative impacts will be documented in the CE.

**E. DELIVERABLES (IDENTIFIED IN "SCOPE ITEMS TABLE" AND "CONSULTANT SHALL PROVIDE (SECTION D") ABOVE:**

Consultant will prepare final deliverables and submit to LPA the electronic files and hard copies of all materials. The Consultant shall send all Deliverables to the LPA and State when acting on LPA's behalf, for review prior to submittal to the State and FHWA.

1. The Appropriate Level of CE Document (Level 1, 2, or 3) and supporting attachments and file data
2. Section 4(f) Initial Assessment Form and exception/de minimis documentation (if required)
3. Threatened and Endangered Species BE Review Request Letter
4. Public Notice and official Legal Notice
5. Project Information Packet (as distributed to the public)
6. Public Involvement Report (which includes at minimum: Distribution List, Public Notice Development, Proof of Publication, Scoping Letters to the stakeholders, Comments received and response to comments). The Public Involvement Report shall be attached to the CE.
7. Quality Control documentation
8. Green Sheet(s)
9. PDF copies of all materials and final electronic files (i.e. geodatabases for wetland delineations) as stated above. All supporting information shall be submitted to the State for their Project File.

**F. DATA TRANSFER**

It shall be the Consultant's responsibility to obtain the necessary software to translate to and from the specified format for all electronic files supplied by the LPA or State and for all electronic files prepared by the Consultant and supplied to the LPA or State.

**DESIGN SERVICES (Item 21)**

**A. PLAN AND CONTRACT DOCUMENT PREPARATION**

Consultant will prepare all elements typically required by NDOT for a federal aid bid package for the proposed improvements. The general aspects and information contained in the design efforts are outlined herein. Any additional design services not identified in this task shall be performed by supplemental agreement.

**B. Pavement Coring**

Up to 12 full depth pavement cores will be obtained from the proposed roadway segments to determine the pavement cross section and assist in the preparation of a pavement design.

**C. Title/Typical Section Sheets**

A Typical cross-section will be developed for each street segment to accurately represent the lane width, depth of proposed surfacing, overall depth of pavement, curbs, and shoulder widths.

**D. General Notes**

General notes show or note design details unique to the project.

**E. Traffic Control Plan**

The Consultant will insert the standard NDOT traffic control plan for lane closures.

**F. Plan sheets**

Plans will show the following information

- Roadway Stationing
- label all streets and highways on the plans
- Existing curb lines, driveways, medians and intersections
- Existing known above ground utilities within the roadway
- North Arrow/ Scale
- Limits of Construction
- Improvements to intersections and drives

**G. Summary of Quantities**

Consultant will prepare quantity estimates for all construction and removal items on the plans and submit them to the City of Bellevue.

**Project Cost & Breakdown****Exhibit B**

**Project Name:** 2020 Resurfacing Project, Bellevue  
**Consultant:** Benesch  
**Consultant PM:** Jeff Sockel, PE  
**NDOR PC:** TBD  
**Date:** January 12, 2019

**Project Number:** MAPA-5081(1)  
**Control Number:** 22775

DIRECT LABOR COSTS			
Classification	Hours	Rate	Amount
Project Manager	32	\$74.00	\$2,368.00
Sr. Environmental Scientist	56	\$54.00	\$3,024.00
Environmental Scientist	118	\$31.75	\$3,746.50
Engineer	56	\$56.63	\$3,171.28
Designer/Technician	316	\$27.00	\$8,532.00
Public Involvement Specialist	8	\$27.50	\$220.00
	<b>586</b>	<b>Subtotal</b>	<b>\$21,061.78</b>

DIRECT EXPENSES	Amount
Subconsultants:	
Printing And Reproduction:	\$150.00
Mileage/Travel:	\$58.00
Lodging/Meals:	
Other Miscellaneous Costs:	\$2,000.00
<b>Subtotal</b>	<b>\$2,208.00</b>

TOTAL PROJECT COSTS	Amount
Direct Labor Costs	\$21,061.78
Overhead @ 166.65%	\$35,099.46
Total Labor Costs	\$56,161.24
Fee for Profit Rate @ 12.50%	\$7,020.15
Facility Capital Cost of Money (FCCM) @ (direct labor cost x FCCM%)	
Direct Expenses	\$2,208.00
<b>TOTAL COST</b>	<b>\$65,389.39</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15f  
3-11-19

COUNCIL MEETING DATE:	03/05/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Kathy Welch		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:

**Light Up Bellevue Request for Funding**

SYNOPSIS:

Light Up Bellevue is a group of caring Bellevue residents who have come together with the goal of beautifying our community with lights, throughout the year. The Light Up Bellevue Fund is a 501(c)(3) Designated Fund of the Bellevue Community Foundation (BCF) and the Midlands Community Foundation (MCF).

FISCAL IMPACT:

Requesting \$75,000 in funding from the Community Betterment Fund

BUDGETED ITEM: ☐ YES ☒ NO

GRANT/MATCHING FUNDS ☒ YES ☐ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

This is a request for funding to help the non-profit group Light Up Bellevue kick start their fundraising campaign to beautify Bellevue. Additional funding has been received from the Bellevue Community Foundation and a public fundraising campaign is just beginning.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	Light Up Bellevue
	Expected Start Date:	07/12/2019
	Expected End Date:	
	CIP Project Name:	
	MAPA # and Name:	
Finance	Street District # and Name:	
	Distribution Code:	
	GL Account #:	

[Fund-Dept-Project-Subproject-Funding Source-Cost Center]

GL Account Name:

RECOMMENDATION:

Recommmend the allocation of \$75,000 of the City of Bellevue's Community Betterment funds to help kick start this lighting and beautification project in Bellevue.

BACKGROUND:

As another Holiday season has passed, it has become apparent over the past few years that the Bellevue Community is falling behind when it comes to Holiday décor and lighting. Thousands of area residents make it a point each year to gather together with their friends and relatives and drive around and check out the lighting displays that are offered. Many of these residents venture out to displays in Omaha, Papillion, LaVista and Gretna among others but other than a few impressive houses there is really no focal point for lighting in Bellevue. Light Up Bellevue has been working with Mayor Rusty Hike and the City of Bellevue along with the Bellevue Community Foundation on a lighting project that would start at the Bellevue Public School's Lied Activity Center, head down Mission Avenue and end with a holiday light show set to music at Washington Park. This project would bring thousands of sightseers to Bellevue and we feel would be a great source of Community Pride!

ATTACHMENTS:

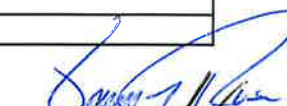

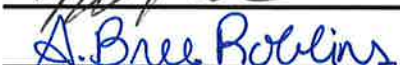
1		4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

159  
3-11-19

COUNCIL MEETING DATE:	03/11/2019	AGENDA ITEM TYPE:	C
SUBMITTED BY:  Finance Director; CDBG Program Administrator	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:

Approval to reduce remaining allocation of expiring 2017 CDBG Subrecipient Agreements with B&B Classic Dog

SYNOPSIS:

The City of Bellevue executed a CDBG subrecipient agreement with B&B Classic Dog (Indoor Practice Facility) for a project approved in the 2017 Action Plan on February 27, 2018. Without an extension request, the subrecipient agreement expired on February 26, 2019. Following the expiration and a 30 day period, the project will be closed and any remaining funds will be returned to the CDBG line of credit for reallocation. \$125,000.00

FISCAL IMPACT:

None. The balance of funds will remain in the City of Bellevue line of credit with HUD and in the CDBG Fund 60 Budget for FY 2018-2019.

BUDGETED ITEM: ☒ YES ☐ NO

IF NO, EXPLAIN:

The remaining grant funds allocated for the project will be reallocated in the application cycle for the 2019 Action Plan.

PROJECT NAME, CALENDAR AND CODING:

Requestor	Project Name:	B&B Indoor Practice Facility	
	Expected Start Date:	02/27/2018	Expected End Date: 02/27/2019
	CIP Project Name:		
	MAPA # and Name:		
	Street District # and Name:		
Finance	Distribution Code:	60-00-1903-191705-450-60HUD	
	GL Account #:	[Fund-Dept-Project-Subproject-Funding Source-Cost Center]	
	GL Account Name:		

RECOMMENDATION:

Approve the reduction of grant allocation for expiring CDBG 2017 Subrecipient Agreement with B&B Classic Dogs for the Indoor Practice Facility.

BACKGROUND:

The City of Bellevue awarded grant funds to B&B Classic Dogs for the Indoor Practice Facility in the 2017 Action Plan. The Subrecipient Agreement was executed February 27, 2018. The agreement expired on January 27, 2019, since there was no request for an extension by the subrecipient. The subrecipient is allowed 30 days to submit any final reimbursement request before the project is closed and any remaining grant balance returned to the CDBG line of credit for allocation to another project.

ATTACHMENTS:

1	2017 Agreement	4	
2	CDBG Memo	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

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





## City of Bellevue

### Finance Department

1500 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3000

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**TO:** Mayor Hike, City Council Members, and City Administrator Ristow

**FROM:** Abby Highland, CDBG Program Administrator

**DATE:** March 4, 2019

**RE:** Expiration of 2017 CDBG Subrecipient Agreement

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As part of the funding process, the City of Bellevue signs subrecipient agreements with each organization allocated funds in the annual Action Plan. One subrecipient agreement from the 2017 Action Plan has expired as of February 27, 2019. The recipient and project that is set to expire is:

- B & B Classic Dog – Indoor Practice Facility

The one year subrecipient agreement was executed in February 2018. The subrecipient has not requested an extension of the agreement.

The agreement has expired with a remaining fund balance of \$125,000.00.

During the March 11<sup>th</sup> council meeting, I will be presenting an agenda item notifying Council of the expiration and requesting approval to reallocate the remaining funds from the project budget to the CDBG Line of Credit following the thirty (30) day period after agreement expiration. The funds will then be reallocated during the application cycle for the 2019 Action Plan.

If you have any questions or if I can provide any additional information, please contact me at (443)655-2123 or [abby.highland@outlook.com](mailto:abby.highland@outlook.com).

Thank you!



An Equal Opportunity/Affirmative Action Employer



**AGREEMENT  
BETWEEN THE CITY OF BELLEVUE AND  
B&B CLASSIC DOGS  
FOR EXPENDITURE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
B-17-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this 27<sup>th</sup> day of Feb. 2018 by and between the subrecipient B & B CLASSIC DOGS, hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-17-MC-31-0003 HUD contract in the amount of \$125,000.00 for business development assistance on a vacant lot located at 1020 Lincoln Road, Bellevue, Nebraska 68005 and is on the real estate described as follows: Lot 5, College Plaza Addition, Bellevue

NOW, THEREFORE, it is agreed between the parties hereto that;

**A. SCOPE OF SERVICE.**

1. **Activities.** The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$125,000.00 from the B-17-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing business development assistance for the development of a new business including building installation, equipment, and parking improvements. The SUBRECIPIENT will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the GRANTEE of Bellevue and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:
  - a. **Program Delivery.** To provide assistance for new business development and the job creation for LMI residents located at 1020 Lincoln Road, Bellevue, NE, 68005. The SUBRECIPIENT agrees to complete all work outlined in the CDBG application and by providing matching funds needed to complete the project. All work referenced above is subject to Federal Labor Standards Provisions as described in form HUD-4010.
    - i. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b.
    - ii. Maintain program records documenting eligibility, race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.
  - b. Prior to expenditure of CDBG funding, the following task will be performed by the SUBRECIPIENT including, but are not limited to the following:
    - i. Documentation of the commitment of funds sufficient to complete the project as outlined in CDBG Application Budget Itemization spreadsheet.
    - ii. Documentation to verify property ownership.

- iii. Provide a copy of approved building plans and city permits and approvals, as applicable.
  - c. Income Benefit Goals. It is anticipated that 40 unduplicated low to moderate-income individuals will be provided with new employment opportunities.
  - d. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective Job Benefit as a business providing employment opportunity to low- and moderate-income persons in excess of 51 percent as defined in 24 CFR 570.208.
2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:
- a. Statistical information on a quarterly basis including the number of persons or businesses benefiting; and the number of persons or businesses that will be provided with new or improved access to services and/or facilities.
  - b. Update of project status as related to timely expenditure of funds.
  - c. Sufficient records to demonstrate the level of public benefit based on the public benefit standard achieved upon completion of the CDBG-assisted activities.
  - d. Procurement and contracting records for construction work for compliance with federal requirements and reports of the costs and obligations incurred in connection therewith,
  - e. Other reports as required by Section 570.507 or Title 24, OMB Circular A-110, and as otherwise required by HUD and the GRANTEE.
3. Public Benefit. The SUBRECIPIENT will ensure that a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by HUD regulations.
- a. Standards for activities in the aggregate. The project outlined in this Agreement must in the aggregate create or retain at least one full-time equivalent, permanent job per \$35,000 of CDBG funds used.
  - b. The aggregate standard is applicable to the single program year under which the funds are first obligated.
4. Construction Work. The SUBRECIPIENT or its designee will be responsible for the construction work as specified herein and will procure the services and negotiate prices with subcontractors. At the request of the SUBRECIPIENT, the GRANTEE CDBG staff will provide technical assistance, i.e. prepare or review of the work write-up, etc. The construction work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds, specifically Labor Standards regulations, and in a manner satisfactory to the GRANTEE.
5. Site Visit. The GRANTEE CDBG staff will perform periodic site visits to ascertain that approved and contracted work is proceeding properly and satisfactorily, will authorize (with the SUBRECIPIENT's written approval, including signature and date) any change orders, and will mediate in the event of the owner dissatisfaction with the work completed by the contractor. The work will be in compliance with all applicable Federal, state and local rules and regulations governing these funds and in a manner satisfactory to the GRANTEE of Bellevue. Before the commencement of the project, the SUBRECIPIENT must have approval of expenditures by the GRANTEE of Bellevue CDBG Specialist.
6. Environmental Clearance. All activities must have prior review to ensure environmental conformance,

i.e.: State Historic Preservation Office, Lead Based Paint regulations, Asbestos, Americans with Disabilities Act, etc.

- a. Conformance with Plans/Compatible Land Use and Zoning/Scale and Urban Design – The project will meet all required municipal codes and permit requirements for the building plans and construction. All necessary permits must be approved and obtained prior to receipt of CDBG funding.
7. Time of Performance. This agreement will remain in effect for twelve (12) months from the date of this agreement, or for as long as funds are made available.
8. Ineligible Expenses. Operating and maintenance costs are ineligible CDBG expenses, i.e. mowing, replacement of expended light bulbs, staff salaries, utility costs and similar expenses which are necessary for the operation of the facility.

**B. RECORDS, REPORTING AND PAYMENT SCHEDULES.**

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$125,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in OMB Circular A-110.
2. Records and Reporting.
  - a. The SUBRECIPIENT must maintain complete and adequate records to enable the GRANTEE and HUD to determine whether program objectives are being met as described in 24 CFR 570.506 and 570.507 including the progress in creating jobs for low and moderate-income persons.
  - b. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier, or DUNS number, through the completion of the agreement.
  - c. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Quarters will be October – December, January – March, April – June, and July – September.
  - d. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.
  - e. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

- f. The GRANTEE will place a Deed of Trust on the property receiving CDBG assistance in the amount of the grant funds expended. The Deed of Trust will remain in place for a period of five years from the date of the completion of work and close out of contract.

### 3. National Objective Documentation

- a. The SUBRECIPIENT must demonstrate a minimum of 51 percent of the jobs created *will be made* available to low and moderate-income (LMI) persons. In addition, the SUBRECIPIENT will provide training for any such jobs requiring special skills or education. Documentation includes:
  - i. A listing by job title of the permanent jobs to be created, indicating which will be made available to LMI persons, which are part-time, which require special skills and education
  - ii. A description of actions to be taken to ensure LMI persons are given first consideration for those jobs.
  - iii. A listing by job title of those permanent jobs that were filled and which of those were made available to LMI persons.
  - iv. A description of how first consideration to such persons was given, including an explanation of the hiring process
  - v. A listing of LMI persons were interviewed for each job, and which were hired.
- b. The Subrecipient must demonstrate a minimum of 51 percent of the jobs *will be held by* LMI persons on a full-time equivalent basis. Documentation includes:
  - i. A listing by job title of permanent jobs filled and which were initially taken by a LMI persons
  - ii. For each LMI person hired, the family size and annual income of the person's family prior to being hired, or evidence that they may be presumed to be a LMI person under 24 CFR 570.208(a)(4)(iv).

### 4. Contracting

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
  - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
  - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

- iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontracts must have a DUNS number indicating eligibility to work on federal projects and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)). Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process

#### 5. Request for Payment

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:

\$0 to \$9,999 – obtain three (3) written/formal quotes

Over \$10,000 – complete competitive sealed bidding procedures in accordance with the Bellevue GRANTEE Council Purchasing Policy.

The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

- b. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of the contractual service by the vendor by submitting an invoice requesting reimbursement for allowable expenses, a copy of the original invoice, and any additional requested documentation. The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment at the GRANTEE Council meeting on the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.
- c. Prior to the initial disbursement of program funding under this Agreement, the SUBRECIPIENT must meet all conditions set forth in the applicable Scope of Service

#### 6. Program Income

- a. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

#### 7. Timeliness

- a. Funding allocated as part of this agreement must be expended within 12 months from the date of the contract. The GRANTEE may approve one extension for one additional year upon written request by the SUBRECIPIENT and approval of the GRANTEE CDBG staff and City Council. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds.

### C. General Compliance.

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Workers' Compensation. The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.
5. Insurance. The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. The SUBRECIPIENT shall comply with insurance requirement of OMB Circular A-110, Bonding and Insurance.
6. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this contract.
7. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

8. Suspension or Termination. Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in



Paragraph I A above may only be undertaken with the prior approval of the GRANTEE. In the event of any termination for convenience and at any time, at the GRANTEE's option, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

The GRANTEE may also suspend or terminate this Agreement, in whole or in part without notice, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein and all payments shall cease; and the GRANTEE may declare the SUBRECIPIENT ineligible for any further participation in the GRANTEE's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the GRANTEE may withhold up to fifteen (15) percent of said contract funds due to be paid for past work until such time as the SUBRECIPIENT is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

#### **D. Other Program Requirements.**

##### **1. Civil Rights**

- a. **Compliance.** The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. **Nondiscrimination.** The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. **Land Covenants.** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in

undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

## 2. Affirmative Action

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

3. Employment Restrictions

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

c. "Section 3" Clause

- i. Compliance. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the SUBRECIPIENT and any of the SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exist which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low-and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for

low-and very low-income persons residing in the metropolitan area in which the project is located."

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible , priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low -income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

- ii. **Notifications.** The SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- iii. **Subcontracts.** The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

#### 4. Conduct

- a. **Assignability.** The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. **Subcontracts.** The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the GRANTEE prior to the execution of such agreement.
  - i. **Monitoring.** The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be

summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.

- ii. Content. The SUBRECIPIENT shall cause all the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.
- c. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- d. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.
- e. Lobbying. The SUBRECIPIENT hereby certifies that:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of a Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
  - iii. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
  - iv. Lobby Certification.  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- f. Copyright. If this contract results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
- g. Religious Organization. The SUBRECIPIENT agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

**E. Uniform Administrative Requirements.**

- 1. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable; and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions" (as set forth in 24 CFR part 45). Audits shall be conducted annually. OMB Circulars referenced in this section can be found at <http://www.whitehouse.gov/omb/circulars/default/>.
- 2. The SUBRECIPIENT shall also comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations") or the related CDBG provision, as specified in 24 CFR 570.502(b).

**F. Insurance Requirements.**

- 1. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all clients benefiting from the CDBG funded activity in an amount equal to cash advances from the GRANTEE.

**G. Contract Modifications.**

- 1. In the event the parties fail to agree on changes or interpretations of this contract, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this contract, the decision of the GRANTEE shall prevail.
- 2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.

3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement contract.

#### **H. Reversion of Assets.**

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

#### **I. Suspension or Termination of Agreement.**

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:
  - (a) Failure by the SUBRECIPIENT to comply with the provisions of this contract or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
  - (b) Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
  - (c) The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this contract shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds for a maximum of five (5) years in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.




**J. Notices.**

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.

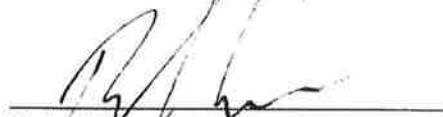
a. To GRANTEE: City Administrator  
City of Bellevue  
210 West Mission Ave  
Bellevue, NE 68005

b. To SUBRECIPIENT:  
B&B Classic Dog  
Diane Bruce  
1020 Lincoln Road  
Bellevue, NE 68005

c. Copy to: Finance Director  
City of Bellevue  
210 West Mission Ave  
Bellevue, NE 68005

  
Rita Sanders, Mayor  
City of Bellevue, Nebraska

  
Diane Bruce  
Owner

  
Richard Severson, Finance Director  
City of Bellevue, Nebraska

ATTEST:

  
Sabrina Ohnmacht, City Clerk  
City of Bellevue, NE

STATE OF NEBRASKA     )  
                                      ) SS.  
COUNTY OF SARPY     )

The undersigned, a notary public qualified in and for said county, does hereby certify that Rita Sanders and Sabrina Ohnmacht, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this 27<sup>th</sup> day of February, 2018, and they, in their respective capacities as Mayor and City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

WITNESS my hand and official seal.

Signature: Susan Kluthe

(Affix Notarial Seal)



My Commission Expires: August 19, 2020

STATE OF NEBRASKA    )  
                                      ) SS.  
COUNTY OF SARPY    )

The above and foregoing instrument was acknowledged before me this 27<sup>th</sup> day of February, 2018, by Diane Bruce, business owner, on behalf of the business.

My Commission Expires:

8-19-2020



Susan Kluthe  
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15h  
3-11-19

COUNCIL MEETING DATE:	03/26/2018	AGENDA ITEM TYPE:
SUBMITTED BY:  Finance Director/City Attorney		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:

Extension of Custom Farming Contracts for 2019

SYNOPSIS:

The city owns land that is held for future economic development and amenities for residents such as parks and recreation. An income stream can be achieved during the incubation period by custom farming the land. The contractor that has been performing the custom work has been an excellent steward of the land and generated income for the city. This agenda item extends his contract:  
(1) Ninth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest soybeans on the approximately 61 acres at 36th and Capehart Road in an amount not to exceed \$24,690 (\$22,445 81 plus -10% contingency). The number of tillable acres is expected to decline as the city puts the land to its intended use. This bid includes a fertilizer application of \$8,570.50.  
(2) Ninth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest soybeans on the approximately 62 acres at the Bellevue Sports Complex at Cunningham Road, west of Harlan Lawia Road, and in an amount not to exceed \$24,309 (\$22,099.02 plus -10% contingency). This bid includes a fertilizer application of \$8,711.00.

FISCAL IMPACT:

The net farming income is estimated to cover the custom farming cost and will help defray holding costs of the land.

BUDGETED ITEM: ☒ YES ☐ NO

PROJECT # & TRACKING INFORMATION:

10-23-4225 Revenues  
10-23-6525 Expenditures

RECOMMENDATION:

Approve the Ninth Extension to the Contract with Justin Thoms for Custom Farming approximately 61 acres at 36th and Capehart Road in an amount not to exceed \$24,690.00 and the Ninth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres at the Bellevue Sports Complex in an amount not to exceed \$24,309.00 and to waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$30,000.

BACKGROUND:

The City has been producing net revenues from the properties while it continues to sell and plan development of the sites.

ATTACHMENTS:

1 Ninth Extension-61 Acres

2 Bid for Capehart Farm 61 Acres

3 Ninth Extension-62 Acres

4 Bids for Sports Complex 62 Acres

5

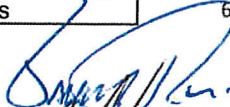
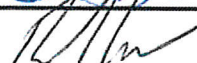
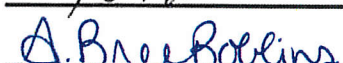
6

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:

The bids below are given with the rough estimate of 61 acres of Corn for the Caphart farm. 02/24/2019

61 acres

Operation	Unit	Rate	Total Billed	Notes
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$300	This is the amount not to exceed
Fertilizer & application. (\$120.50 +\$20 app)	Acre	\$140.50	\$8,570.50	150 lbs Nitrogen 135lbs Phosphorus – Crop removal Rate for 2 years 10 lbs sulfur 5 lbs zinc
Corn Seed – (\$70 seed+\$17.5 app)	Acre	\$87.50	\$5,337.50	Roundup Ready corn at 22K per acre
Pre-emerge Corn herbicide application of 10oz Verdict, 1.5lbs of Atrazine, 1pt of Glyphosate, 12oz of 2-4-D/6 (\$26.77 + \$6.75 app)	Acre	\$33.52	\$2,044.72	
Post spraying of Corn; 2qt Vilify, Roundup 1pt, additives (\$17.94 + \$6.75 app)	Acre	\$24.69	\$1,506.09	
Combine	Acre	\$34	\$2,074.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$0.22	\$2,013.00	
Mowing of waterways	Hr	\$100	\$600	Mowing of waterways and the 9 acres along 40 <sup>th</sup> street once in the summer.
		<b>Estimated TOTAL:</b>	<b>\$22,445.81</b>	

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$6.50 application

Contact Justin Thoms at 402-658-1929 with any questions.

The bids below are given with the rough estimate of 62 acres of Corn located at the Bellevue Sports Complex. 02/24/2019

62 acres

Operation	Unit	Rate	Total Billed	Notes
Spring/Fall field prep/maintenance; Push back and trim fallen trees Repairing water erosion Field cultivating rough areas	Hr	\$100.00	\$200	With the flooding from 2018, some touchup work is needed  This is the amount not to exceed
Fertilizer & application. (\$120.50 +\$20 app)	Acre	\$140.50	\$8,711.00	150 lbs Nitrogen 135lbs Phosphorus – Crop removal Rate for 2 years 10 lbs sulfur 5 lbs zinc
Corn Seed – (\$70 seed+\$17.5 app)	Acre	\$87.50	\$5,425.00	Roundup Ready corn at 22K per acre
Pre-emerge Corn herbicide application of 10oz Verdict, 1.5lbs of Atrazine, 1pt of Glyphosate, 12oz of 2-4-D/6 (\$26.77 + \$6.75 app)	Acre	\$33.52	\$2,078.24	
Post spraying of Corn; 2qt Vilify, Roundup 1pt, additives (\$17.94 + \$6.75 app)	Acre	\$24.69	\$1,530.78	
Combine	Acre	\$34	\$2,108.00	
Hauling to local elevators (estimated 150bu/acre for corn, 50bu/acre for soybeans)	Bu	\$0.22	\$2,046.00	
Mowing of waterways	Hr	\$100	\$0	None at this farm
		<b>Estimated TOTAL:</b>	<b>\$22,099.02</b>	

Any additional spraying for Aphids, Rust, etc will be the cost of the chemical plus \$6.50 application

Contact Justin Thoms at 402-658-1929 with any questions.

### **Ninth Extension to the Contract**

This Custom Farming Contract for the Capehart Farm property located at 36<sup>th</sup> and Capehart Road, Bellevue, Nebraska, originally dated April 8, 2009, and extended on February 12, 2010, and further extended on February 14, 2011, January 23, 2012, on November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on March 13, 2017, and on March 26, 2018, shall be further extended from January 1, 2019 to December 31, 2019, at the rates and charges specified on the attached Attachment "A", which is hereby made a part of this contract.

Dated this \_\_\_\_ day of March, 2019.

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

CITY OF BELLEVUE, Nebraska

By: \_\_\_\_\_  
Mayor, Rusty Hike

CUSTOM OPERATOR

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(if corporation, partnership or LLC)

### **Ninth Extension to the Contract**

This Custom Farming Contract for the 62 acre parcel located at the Bellevue Sports Complex, Bellevue, Nebraska, originally dated February 12, 2010, and extended on February 14, 2011, and further extended on January 23, 2012, November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on February 13, 2017, and on March 26, 2018, shall be further extended from January 1, 2019 to December 31, 2019, at the rates and charges specified on the attached Attachment "A", which is hereby made a part of this contract.

Dated this \_\_\_\_ day of March, 2019.

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

CITY OF BELLEVUE, Nebraska

By: \_\_\_\_\_  
Mayor, Rusty Hike

CUSTOM OPERATOR

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
(if corporation, partnership or LLC)

## LETTER OF INTENT

Thank you for the opportunity to present this Letter of Intent ("LOI") outlining the intentions of the parties made reference to herein. 1st City Development, LLC, offers this LOI to purchase, and option to purchase, various properties described herein. Please be advised the terms and conditions stated herein are not binding and are subject to mutual review until a formal definitive purchase agreement is executed by both parties to this LOI.

<b>PURCHASER:</b>	1st City Development, LLC, or a to be formed related entity ("Purchaser")
<b>CITY:</b>	City Of Bellevue, Nebraska (the "City")
<b>DEVELOPMENT:</b>	Olde Towne Bellevue, generally located at 2216-2218 Franklin St, Bellevue, Nebraska (Parcel 1), and 210 & 204 West Mission Avenue, Bellevue, Nebraska (Parcel 2).
<b>PROPERTY:</b>	As legally described on Exhibit A (collectively, the "Properties")
<b>PURCHASE</b>	<p>Purchaser shall close on Properties within 180 days of execution of a definitive purchase agreement or within thirty (30) days following the satisfaction of the conditions precedent to be delineated in the purchase agreement, whichever is later. During the due diligence period, Purchaser's proposed redevelopment of the Properties may require amendments to the existing zoning, platting, development agreement (the "Development Agreement") and covenants governing the Property. City agrees to cooperate with Purchaser in securing amendments and approvals as necessary or appropriate so that Purchaser may develop the Property for its intended purpose. The cost of any rezoning, re-platting or amendment of the Development Agreement shall be paid by the Purchaser. Closing date will be no later than January 1, 2020 unless mutually agreed upon by both City and Purchaser. Taking into consideration the City's relocation and Purchaser's Due Diligence. An earlier closing may occur as mutually agreed between Purchaser and City.</p>
<b>CITY IMPROVEMENTS:</b>	<p>The City shall deliver the Properties and all of the development rights, easements, operating agreements, alleys, vacated right-of-ways, improvements and all other rights benefitting the Properties to Purchaser at Closing in the following condition:</p> <ul style="list-style-type: none"><li>• The Properties shall be provided in an "as-is" condition.</li><li>• All personal property owned by the City to be removed from the Properties prior to Closing.</li><li>• The Property will be benefited by full access ingress and egress acceptable to Purchaser and suitable for the intended use.</li><li>• Utilities, including water, gas, electricity and sewer will be available to the boundaries of the Property for its intended use.</li><li>• City will cooperate with Purchaser in effecting amendments to any Covenants and Development Agreement impacting the Property to permit development of the Property for Purchaser's intended use.</li><li>• City agrees to assist Purchaser and shall confirm Purchaser's ability to utilize Tax Increment Financing. Purchaser may apply for CBDG Funding and such other public funding incentives that are available to Purchaser for the redevelopment of the Properties.</li></ul>



**PURCHASE PRICE:** \$60,000.00

**REDEVELOPMENT AGREEMENT:** Purchaser and the City shall negotiate a Redevelopment Agreement and any other approvals and entitlements required by any governing authorities and the City within the "Due Diligence Period", as defined herein. As part of Purchaser's development of the Property, the City will (i) pay for the streetscape updates on the south side of Mission Avenue (which streetscape will match the improvements to be constructed by Purchaser on the north side of Mission Avenue, and (ii) assist Purchaser will establishing (or re-establishing) a business improvement district which shall include the Property. The parties agree to enter into a development agreement, or some other form of agreement, to memorialize the terms described in this subsection.

**DUE DILIGENCE:** (A) Purchaser will have One Hundred and Eighty (180) days after acceptance hereof (the "Due Diligence Period") to negotiate a purchase agreement, Redevelopment Agreement with the City; inspect the Properties, obtain financing acceptable to Purchaser, and complete any engineering, surveys, soil assessments, environmental studies, and such other studies Purchaser requires to determine if the Properties are suitable for Purchaser's purchase. City hereby gives Purchaser permission to enter the Properties at reasonable times to perform such studies and engineering. City agrees to provide executed copies of all leases, agreements, or other reports relating to, or otherwise currently affecting, the Properties. If Purchaser, in Purchaser's sole discretion, determines the Properties or agreements are unsuitable, Purchaser may terminate the purchase agreement(s) by giving written notice to the escrow agent (named in the purchase agreement(s)) prior to the expiration of the Due Diligence Period and the Security Deposit will be immediately refunded to Purchaser, and neither Purchaser nor the City shall have any further obligation hereunder. Purchaser agrees to defend and hold harmless the City in the event of liability or damages as a result of Purchaser's inspections or due diligence. At the completion of the Due Diligence Period, Purchaser shall return the Properties to their original condition. Purchaser shall also indemnify and hold the City harmless from any costs, damages, claims, lawsuits caused by any such inspections or entry onto the Properties.

(B) Provided Purchaser has not terminated the purchase agreement(s) in the manner provided above, Purchaser may elect to extend the Due Diligence Period by an additional Ninety (90) days by providing written notice to Escrow Agent of Purchaser's intention to extend prior to the expiration of the original Due Diligence Period (the "Due Diligence Period Extension(s)"). The Due Diligence Period Extension shall provide additional time to obtain any governmental approvals for the design, and/or development of the Properties. If the Purchaser uses the Due Diligence Period Extension as outlined above and needs any further extension beyond Ninety (90) days, the Purchaser may elect to extend the Due Diligence Period Extension for an additional One Hundred and Eighty (180) days, with approval by the City Council. If the additional extension is approved by the City Council, Purchaser shall provide written notice of the additional extension to the Escrow Agent (the "Approved Due Diligence Period Extension(s)") and notice shall be provided prior to the expiration of the Due Diligence Period Extension. The Approved Due Diligence Period Extension shall provide additional time to obtain any governmental approvals for the design, and/or development of the Properties.

**ENVIRONMENTAL:** The City shall provide Purchaser with copies of any and all environmental reports, including but not limited to a Phase I Environmental Site Assessment or Wetlands delineation which it has in its possession for the Properties. The City shall also permit Purchaser to contact the environmental engineers who

prepared such reports for additional information, including a reliance letter, provided that any additional fees or costs are paid by Purchaser.

**PURCHASE AGREEMENT:**

The Purchase Agreement(s) shall be prepared by Purchaser and reviewed by the City. Both parties shall use its best efforts to execute the Purchase Agreement(s) prior to April 1, 2019. Purchaser shall have the right to assign its rights under this LOI, and the Purchase Agreement to entity wholly owned or controlled by Purchaser, without the consent of City.

**EXCLUSIVITY:**

Upon award of the project, and until a definitive purchase agreement is executed or rejected by Purchaser, the City shall not market nor offer to sell the Properties to any third party. Purchaser shall have the right to assign its rights under this LOI to wholly owned or controlled affiliate of Purchaser, without City's consent; provided that, Purchaser shall provide City with notice of the same.

**CONTINGENCY:**

This LOI is contingent upon Purchaser receiving an original signed copy of this LOI from the City on or before March 25, 2019. Upon acceptance of this LOI by the City, the parties shall use their best efforts to memorialize the transaction in a written purchase agreement.

**SECURITY DEPOSIT:**

\$1,000.00, within five days of execution of the Purchase Agreement by both parties to be held by a title insurance company acceptable to Purchaser and City.

If the above terms and conditions are acceptable, please execute below and return one (1) original to me at your earliest convenience. Please feel free to call with questions or concerns. On behalf of Purchaser, we look forward to your response.

Sincerely,

1st City Development, LLC

John M. Jungers, Managing Manager

cc: Brent W. Beller

**AGREED & ACCEPTED:**

CITY OF BELLEVUE, NEBRASKA

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date

**Exhibit "A"**

Parcel 1: Lots 4, 5, & 6 Block 181 City of Bellevue, together with all vacated portions of streets, avenues and alleys abutting thereof and adjacent thereto as surveyed, platted and recorded in the Sarpy County, Nebraska

Parcel 2: Lots 1 & 3 Civic Center Plaza, a subdivision in the City of Bellevue, as surveyed, platted and recorded in Sarpy County, Nebraska.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

15j  
3-17-19

COUNCIL MEETING DATE:	03/05/2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Jim Ristow		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:

**Lease Proposal**

SYNOPSIS:

Authorize the Mayor to sign a 2 year lease agreement with the Nebraska Department of Motor Vehicles effective March 18, 2019 for approximately 75,000 square feet of concrete parking at 14402 Harlan Lewis Rd., for day time use for CDL licensing.

FISCAL IMPACT:

\$900 monthly less 3% commission.

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:	
	GL Account #:	GL Account Name: [Fund-Dept-Project-Subproject-Funding Source-Cost Center]

RECOMMENDATION:

Approve 2 year lease proposal.

BACKGROUND:

The property is currently sitting idle without a purchaser and a bond debt that is serviced by the city without cash flow. The sale of the property is a long term process due to the bond that would have to be paid upon sale.

ATTACHMENTS:

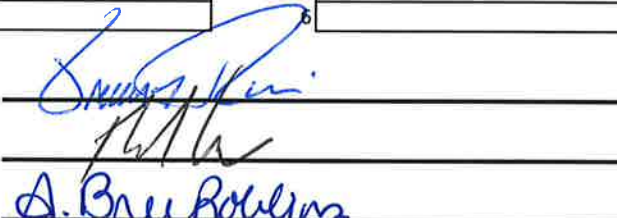
1	Lease proposal	4	
2	Exhibit A - Map	5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:





**COMMERCIAL  
LEASE PROPOSAL**

**for**

**The City of Bellevue, NE  
at  
14402 Harlan Lewis Rd, Bellevue, NE 68005**

**March 1, 2019**

The following Lease Proposal that is being offered on behalf of State of Nebraska DMV to the City of Bellevue, NE. This Lease Proposal contains the basic terms and conditions upon which Nebraska DMV ("Tenant") is interested in pursuing a lease arrangement with the City of Bellevue, NE ("Landlord") for space located at 14402 Harlan Lewis Rd, Bellevue, NE 68005 in Omaha, Nebraska.

**LOCATION:** 14402 Harlan Lewis Rd,  
Bellevue, NE 68005

**TENANT:** Nebraska DMV

**LEASED PREMISES:** The proposed Leased Premises will consist of approximately 75,000 square feet of concrete parking, as depicted in Exhibit A.

**INITIAL LEASE TERM:** The Initial Lease Term will be for a period of two (2) years. Tenant shall have the option to terminate the Lease with one hundred and twenty (120) days written notice to Landlord implying their intent to terminate the Lease. At the end of the Initial Lease Term, Tenant agrees to notify Landlord of their intention to Terminate or Renew the Lease.

**COMMENCEMENT DATE:** The Commencement Date for the Lease Term is projected to be March 18, 2019. The exact commencement date will be mutually agreed upon between the Tenant and Landlord.

**RENTAL RATE:** The Rental Rate for the Leased Premises during the Initial Lease Term will be as follows:

Years 1 - 2: \$900.00 per month

The lease document will be defined as a full-service lease. Landlord shall remove snow and keep Leased Premises clean and clear of debris.

**SECURITY DEPOSIT:** Equal to the first month's rent to be paid at lease execution.

**RENEWAL OPTIONS:** There will be five (5), one (1) year renewal options following The Initial Lease Term. The renewal options must be exercised in writing 60 days prior to the end of the current term. The renewal rate for the renewal terms shall be the same as the Initial Lease Term. Landlord shall have to right to terminate this Lease Hold with one hundred and twenty (120) day notice to Tenant.



**ADDITIONAL PROVISIONS:** Tenant shall have the right to modify paint markings to suit needs.

**REPRESENTATION:** Tenant is represented in this lease transaction by Brayden Mussman & Colm Breathnach of Colliers International. In the event a lease is executed by and between Landlord and Tenant, Tenant's agent will receive, from the landlord, a real estate commission equal to three percent (3%) of the gross value of the lease.

Although this letter is intended to summarize the principal terms and conditions of the proposed transaction and contemplates a later execution of the lease document, neither this letter nor any action of the parties to date shall be deemed to indicate a binding agreement between parties. This letter reflects the Tenant's present intent regarding the terms and conditions of the proposed transaction and shall not be construed to create any legal rights or obligations between the Landlord and the Tenant. It is intended that all such legal rights and obligations will come into existence only when appropriate documentation has been executed.

Yours very truly,  
**Colliers International**

A handwritten signature in blue ink that reads "Colm Breathnach".

Colm Breathnach  
Broker Associate

A handwritten signature in blue ink that reads "Brayden Mussman".

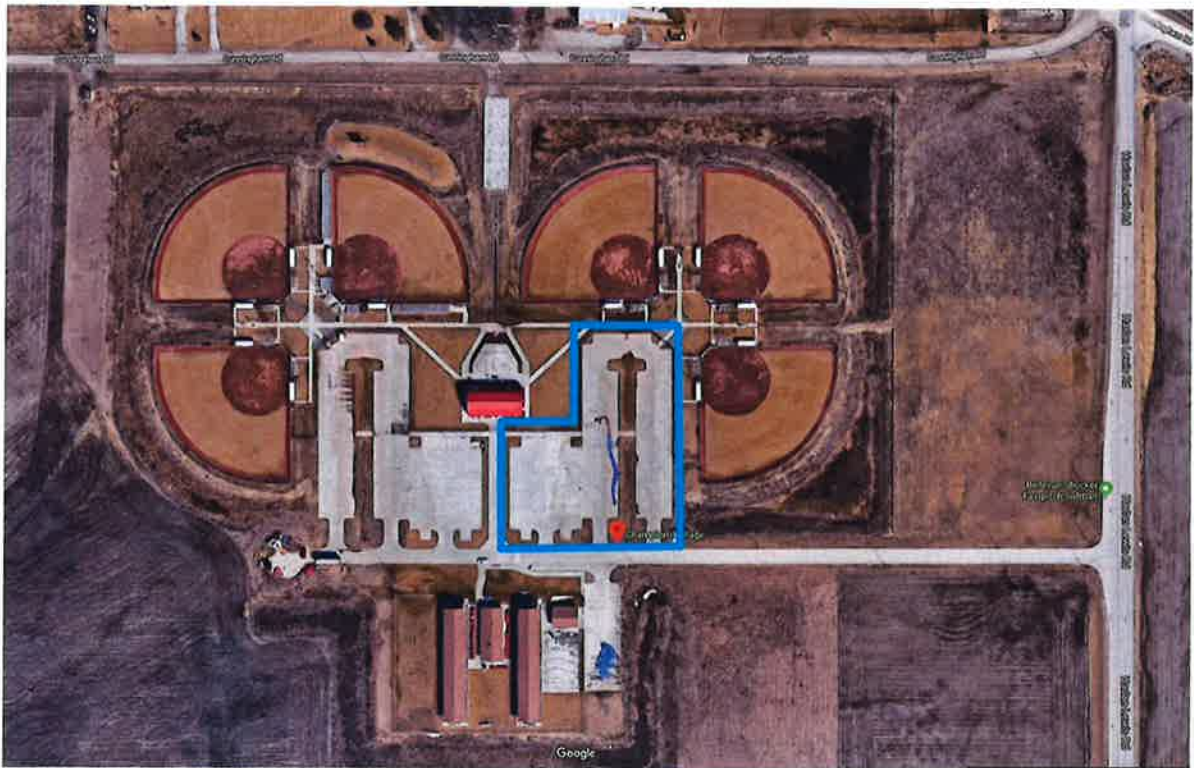
Brayden Mussman  
Associate

**AGREED & ACCEPTED** this \_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Title: \_\_\_\_\_



Exhibit A





# CITY OF BELLEVUE

## OFFICE OF CITY ADMINISTRATOR

1500 Wall Street – Bellevue, NE 68005 – (402) 293-3022

---

To: Mayor Hike, City Council President Cook and  
Members of the Bellevue City Council  
From: James L. Ristow, City Administrator  
Subject: Overview – Activities report  
Date: March 8, 2019

- Attending 2 day League Mid-Winter Conference
- Met with Mike Rodgers & Cody Wickham to discuss future bonding.
- Meeting with Captain Dargy, BP, personnel matters.
- Attended United Cities meeting to review current legislation that impacts cities operations.
- Annexation Committee meeting to plan and implement specific actions for annexation.
- Meeting with Chief Elbert and Bree Robbins regarding personnel matters.
- Midland Community Foundation meeting to discuss Inclusive Community initiatives.
- Meeting with Yancey Weddel to review contract terminology.
- LB 840 committee chairperson met with me to discuss future planning and committee selection.
- Economic development project meeting to review RFP and potential site selection.
- Attended Cobalt Credit Union ribbon cutting on Offutt AFB.
- Phone conference with Triple Crown Sports to review potential agreement for teams to play in Bellevue.
- Meeting with Susan Kluthe to review applicants for Deputy Clerk position.
- Conducted six interviews with Susan Kluthe for Deputy Clerk position.
- Presented state of the city at Rotary.
- Meeting with Captain Dargy and Bree Robbins in relation to personnel matter.
- Meeting with Mary Hawkins and Duane Safarik for economic development project.
- Leadership bi-monthly meeting
- Meeting with Ken Schwarz to discuss firework ordinance.
- Attended Offutt AFB State of the Wing.



- Met with John O'Brien from Voya to review retirement plan.
- Attended employee celebration for snow fighters.
- Met with County officials to discuss site for Mental Health Center.
- Meeting with Midlands Community Foundation and Bellevue Chamber to discuss future relationships.
- Attended ribbon cutting for Ross Dress for Less.



HR Office

- Usual payroll duties including all Admin Leave and Comp time Banks  
Very busy with all overtime conversions and pay outs for CEA members.  
Street Dept and all other snow plow works are all over in 60 hours for Comp time Bank  
Usual figuring of all FLSA overtime for Fire Dept.  
Paying banks for union dues  
All other usual payroll duties.

Submitted by  
Jeanne Huelskamp

- Specialized Transportation traveled 2,079 Miles with 330 passengers and the office registered twelve new clients the last two weeks. LG
- Human Service Manager assisted with 11 cases of financial assistance and has attended 6 community meetings. The HS manager also kept FMLA cases organized during payroll and assisted with the 12 new firefighter employee orientation.



## City of Bellevue

### Office of the City Clerk

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

March 4, 2019

From: Susan Kluthe, City Clerk

RE: Information for Administration Report

- Completion of Proceedings, Claims, Notice of Meeting, Public Notice for event being held by Bellevue Economic Enhancement Foundation in partnership with Bellevue Chamber of Commerce (Runway Run), and Notice of Sale and Remonstrance for property sold to Kim Albert Howley (Published Date – 3.06.19)
- Completion of Minutes of 2.26.19 Council Meeting
- Attended Agenda Meeting/Director Meeting 3.05.19
- Posting of agenda for 3.11.19 Council Meeting
- Preparation of Council Packet and put on City of Bellevue & Sparq websites for the 3.11.19 Council Meeting
- Working on organizing office and filing of documents
- April 1<sup>st</sup> deadline for Fireworks Distributor License (received 2 so far)
- April 3<sup>rd</sup> Applications for Retail Sale of Fireworks Licenses become available
- Unpaid pet licenses (1)
- Waste Haulers Licenses (2 have paid)
- Unpaid Vender fees for Annual Occupation Tax Stickers (8)
- Liquor License Renewal Requests were mailed out to all Non-Class “C” license holders
- Updating Contract Management Records with contracts, agreements, etc. & filing
- The Tree Board was sent an appeal received regarding a citation about dangerous limbs at 2814 Ponderosa Drive – Tree Boards response to the request was received on 2.14.19. I will be sending out a letter to property owner informing him of the Tree Board’s findings
- Continue to work on organization of Sabrina’s office so I am ready to make the move (after hiring of a Deputy Clerk)
- Will be doing (6) interviews for the Deputy Clerk position on Friday, March 8th
- 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 March 11, 2019

#### **ACCOUNTING AND FINANCE**

- Treasury management; Deposit confirmations, Researched undocumented cash receipts
- Finalizing FYE2018 Audit – Audit Committee Meeting March 11<sup>th</sup> – Council March 25<sup>th</sup>
- Answered external auditors' questions
- Issued payments for approved expenses
- Payroll downloads / imported into Abila
- Authorized CDBG reimbursements
- Researched bills on minute record
- Monitored bank accounts
- Sent Communications and Resolved Outstanding EBS and Accounts Payable checks
- Processed credit card transactions and reconciled statements
- Prepared Monthly tax reports
- Retrieved document for and answered financial questions for departments
- Prepared internal financial reports

#### **RISK MANAGEMENT:**

- 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
- Processed appropriate invoices for payment
- Continued to manage modified duties for restricted employees
- Conferred with legal, employees, and insurance carrier on liability claims/lawsuits
- Delivered required PPE to various shops as needed (vests, gloves, ice grips)
- Worked on ADA updates/transition plan for ADA committee
- Conducted all duties associated with surplus equipment auction
- Performed a walk-through at the Old Post office on Mission. Contacted Postmaster and assisted him in final clean up in vacating the office space. The keys to the doors were then turned over to the City
- Performed a walk-through safety inspection on all 4 Fire Stations, contacted station Chief with any concerns
- Submitted safety report on District Three Fire exit door that will not open due to the concrete heaving
- Discussed with Building Maintenance some repairs needed in the parks in Ward 2 and 3
- Total Surplus Sales as of January 22, 2019: \$335,850.51

**CDBG:**

- Continue to develop draft 2019-2023 Consolidated Plan including completion of the narrative for the Needs and Market Analysis, Housing Market Analysis and Strategic Plan.
- Organize next CDBG community meeting for the Consolidated Plan and Annual Action Plan, distribute notices and prepare handouts.
- Continue preparing for the development of the 2019 Action Plan and application process including an application draft, proposed timelines, and important deadlines.

Respectfully submitted,

Rich Severson  
Finance Director, City of Bellevue



## City of Bellevue

### Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

## Bellevue Fire Department Council Report

Report Date 3/5/2019

### A. General Items:

- QA/QI
- Shift bids complete and scheduler populated for the next 6 months
- Meeting with 911 director and Papillion Fire Chief on station alerting
- Entering hours in NREMT database (registries due for some of our personnel on 3-31)
- Trauma run reviews Thursday for A shift at training site
- Meeting with Offutt fire at district 4 Monday to discuss move
- Will start using the new maintenance reporting software for vehicle maintenance repairs this week

### B. Training:

- 12 new part time recruits started academy 3/4/2019
- Completing national registry training hours for those that need it
- EMS safety lecture

### C. Inspections:

- Plan review cooking hood suppression system 204 Galvin Rd. North.
- Plan review Shopko Optical.
- NFPA code conference in Kearney.

### D. Calls:

Fire – 144

Rescue - 56





## City of Bellevue

### Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

#### E. Ambulance Billing

##### February 1-28, 2019

\$ 180,951.50 has been billed out to insurance companies (225 insurance claims)  
<\$ 81,428.18 >approximate amount we will have to write off due to mandatory adjustments/write-offs  
(45% of \$180,951.50)

\$ 99,523.32 is the anticipated, approximate net revenue from these insurance billings

##### Deposited into Bank:

**\$ 59,983.10** deposited into the bank February 1-28, 2019.

**1,949.04** in Credit/Debit card payments for February 1-28, 2019.

**\$ 61,932.14 TOTAL** February 1-28, 2019 rescue fee revenue

##### Statement Billing:

197 statements were mailed to patients for unpaid account balances.

These statements totaled \$81,230.38.

This is money owed the City from patients who have balances on their accounts after their insurance has paid **OR** patients who are self-pay.

#### F. Manpower Report Staffing

##### Staffing Report from 2/18/2019 through 2/24/2019

Monday	AM	E41	3-Person	
Monday	PM	Full		
Tuesday	AM	E-1, E41	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E1, E21	3-Person	EMS OOS
Wednesday	PM	E1	3-Person	EMS OOS
Thursday	AM	E-1,21,31,41	3-Person	
Thursday	PM	E41	3-Person	
Friday	AM	E21	3-Person	
Friday	PM	Full		
Saturday	AM	E-1,31,41	3-Person	
Saturday	PM	E-1,31,41	3-Person	
Sunday	AM	E-1,21,31,41	3-Person	EMS O.O.S.
Sunday	PM	E-31	3-Person	





# City of Bellevue

## Fire Department

211 West 22<sup>nd</sup> • Bellevue, Nebraska 68005 • (402) 293-3153

### Staffing Report from 2/25/2019 through 3/3/2019

Monday	AM	E-21,31,41	3-Person	
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	E41	3-Person	
Thursday	PM	Full		
Friday	AM	T21	3-Person	
Friday	PM	Full		
Saturday	AM	E-1,T-21,31,41	3-Person	
Saturday	PM	E31, E41	3-Person	
Sunday	AM	E-1,T-21,31,41	3-Person	
Sunday	PM	E1, E41	3-Person	





## City of Bellevue

### Bellevue Public Library

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

## Memo

**To:** Jim Ristow, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 2/26/2019

- Over 430 conversation hearts are on display at library in honor of February and Valentine's Day. Patrons were asked to complete the statement "I love my library because ..." The library is grateful to all patrons who have shared their wonderful thoughts about the library. The activity will continue through the end of the month.
- The Children's and Adult Services departments are teaming up to hold a Bellevue Bots Robotics Club for Grades 4-6. This four-session program will be held on Fridays from 3:45 to 4:45 p.m., starting Feb. 22. The program uses Cozmo by Anki robots to help children learn basic programming skills. The robots were purchased through a grant from the Bellevue Altrusa Club and tablets to use to control the robots were purchased from funds provided by the Junior Friends of the Bellevue Public Library.
- The Bellevue Public Library Advisory Board held their regular monthly meeting on Feb. 20. Among the items discussed were a review of the Board's bylaws and an update on the site feasibility assessment project.
- The new SirsiDynix Enterprise catalog interface was rolled out to library staff to get feedback on the new service and provide time to make changes if necessary. Staff will also have a chance to familiarize themselves with the interface, which will replace the ELibrary interface currently being used (since 2011). The library hopes to make the new catalog available to the public in March.
- The Friends of the Bellevue Public Library are participating in a new organization called SHAREOmaha that presents opportunities to the public to volunteer and/or support various nonprofit organizations around the community. They already have a volunteer who will be helping with the Friends Communications Committee.



## City of Bellevue Bellevue Public Library

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

### Memo

**To:** Jim Ristow, City Administrator

**From:** Julie Dinville, Library Director

**Date:** 3/5/2019

- The presentation on the library site feasibility assessment project was given to the Bellevue City Council on Tuesday, Feb. 26. Making the presentation were Julie Dinville, Library Director, and Matt Glawatz, project manager and architect, and Karen Nalow, landscape architect, with Clark Enersen Partners of Lincoln. At the conclusion of the presentation, the final report by the Clark Enersen design team was accepted and a proposal to form a task force, including City Administrator Jim Ristow and Public Works Director Jeff Roberts, to look at possible renovation/addition projects to the current site at 1003 Lincoln Road and to continue to explore private/public partnerships for the possible development of a branch in the more westerly area of the City. The library thanks the many members of the public who provided input in this process and who attended the Council presentation.
- Nearly 400 persons attended the 16<sup>th</sup> annual Seussathon reading marathon at the library on from 9 a.m. to 4 p.m. on Saturday, March 2. Seussathon underscores the importance of reading and celebrates the birthday of famous children's author Dr. Seuss. In addition to reading their favorite Seuss books, participants of all ages could enjoy snacks, enter drawings for door prizes and pick up some free giveaways. Special guest readers included Mayor Rusty Hike and his wife Joanna; Capt. Brent Passey, Flight Surgeon, USAF; Miss Gabby Seldon; Mrs. Alice Boeckman (Mrs. B); and members of the Bellevue Police Department.
- The Bellevue Public Library currently has on display artwork from the Leonard Lawrence and Twin Ridge elementary schools in honor of Youth Art Month. Artwork in the show was completed by students from kindergarten to the sixth grade. There is a variety of abstract, realistic, and symbolic pieces on display. Art instructor for the students is Karen Turczak.
- The library has added two more Watt Detectors to its collection for a total of four. The Watt Detectors are provided by the Omaha Public Power District (OPPD) and can be checked out by patrons to calculate per appliance how much money or energy is being spent on an hourly, daily, monthly, or yearly basis. The device measures use based on OPPD rates.



## City of Bellevue

Office of the Planning Department

**To:** Mayor Hike  
City Council  
City Administrator Jim Ristow  
**From:** Chris Shewchuk, Planning Director CWS  
**Date:** March 6, 2019  
**Subject:** Department comments for Administration Report

An annexation proposal for approximately 350 parcels adjacent to or near the current city limits has been sent out to city departments for review. These parcels are not in Sanitary and Improvement Districts. The proposal is expected to be on the March 28 Planning Commission agenda for public hearing.

The Planning Department continues to review SIDs for annexation in conjunction with the Finance Department. An SID annexation package will be developed in the very near future for presentation to the Planning Commission and City Council.

The next meeting of the Planning Commission will be on March 28. In addition to the annexation proposal, agenda items include the final plat of Belle Lago South and the Olde Towne Redevelopment Plan.

The department completed the City Administrator's annual Complete Streets report to the Council—it is on the current City Council agenda.

We have had several inquiries about possible uses for the ShopKo building after the store closes.

Tammi attended the annual Nebraska Planning and Zoning Association Conference in Kearney.

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## INTEROFFICE MEMORANDUM

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**TO:** JIM RISTOW  
**FROM:** CHIEF ELBERT *Chief Elbert*  
**SUBJECT:** DIRECTORS BRIEF  
**DATE:** 3/5/2019

We are hosting this month (at the Fire Training Site) a course instructed by OPD and the Douglas County Attorney's Office concerning Cannabis and DUI/DUID.

We are hosting this month (at the Fire Training Site) a Verbal De-Escalation training course put on by Dolan Consulting. The instructor is from the Kansas City MO police department. We have several officers attending. This subject matter is currently a hot topic and a "best practice" concept in today's law enforcement environment.

Working on four open personnel matters. Worked with Legal on closing out one personnel issue this past week.

Registration for our Spring testing of potential new recruits closed with over 200 applicants. The exam is scheduled for later this month. Exceeding 200 applicants is well above the norm of about 150. We currently have three open slots having 92 of 95 filled. We will possibly need Parks to clear some snow for the outdoor obstacle course.

Finishing the last details for our new "tow/vehicle impound" form. For the agencies utilizing the TraCS system (Traffic and Criminal Software) this form will be the uniformed tow form for the entire State.

Have applied for, and still waiting to hear back, on a grant request through the State for about \$200,000 worth of tablets for in the field.

Our psychological service provider is undergoing some changes regarding their staff. We will be evaluating our options concerning these changes as it impacts our initial screening of potential new hires as well as "fit for duty" exams.

The Code Enforcement numbers are attached. With the record amount of snow for the month they have a significant spike in "snow notices" which refer to sidewalks needing to be cleared. There is also a spike in "red tags" which refer to unmoved (in this case snowbound) vehicles. From Feb 17<sup>th</sup> to Mar 4<sup>th</sup> Code and the Road Patrol have issued 167 red tags most of which is attributed to snow.

## **Mark Elbert**

---

**From:** Angela Curry  
**Sent:** Monday, February 25, 2019 9:37 AM  
**To:** Mark Elbert; Dave Stukenholtz  
**Cc:** Ed Foreman; Angela Curry  
**Subject:** Weekly Stats

CE1 – Inspector Out of Office Tuesday Feb 19, 2019 thru Friday February 22, 2019  
CE2 – Tuesday Feb 19, 2019; Thursday Feb 21, 2019 thru Friday Feb 22, 2019  
CE3 – Tuesday Feb 19, 2019 thru Friday February 22, 2019

Calls – 165

Notices:

Zoning – 0

Nuisance – 34

Clean Ups - 0

Tree Removal – 0

Certified Notices – 2

Officer Initiated – 7

Towed Vehicles – 2

Red Tags – 20

Snow Notices – 9

Angela Curry  
Bellevue Police Department  
Code Enforcement Technician  
402-293-1403

## **Mark Elbert**

---

**From:** Angela Curry  
**Sent:** Monday, March 4, 2019 9:27 AM  
**To:** Mark Elbert; Dave Stukenholtz  
**Cc:** Ed Foreman; Angela Curry  
**Subject:** Weekly Stats

CE1 – Monday Feb 25, 2019 thru Friday March 01, 2019  
CE2 – Monday Feb 25, 2019 thru Friday March 01, 2019  
CE3 – Monday Feb 25, 2019 thru Friday March 01, 2019

Calls – 321

Notices:

Zoning – 0

Nuisance – 49

Clean Ups - 0

Tree Removal – 0

Certified Notices – 12

Officer Initiated – 29

Towed Vehicles – 6

Red Tags – 33

Snow Notices – 36

Angela Curry  
Bellevue Police Department  
Code Enforcement Technician  
402-293-1403



## City of Bellevue

### Public Works Department

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

## Public Works Director's Report

### March 11, 2019

*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**

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- Comprehensive review of all budgeting, invoicing and revenue reporting and processes (all departments)
- Meetings
  - Director meetings 03.05.19
  - Superintendent meetings 03.04.19, 03.18.19
  - MAPA TTAC 03.22.19

#### **Engineering: Dean Dunn**

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- American Heroes Park Phase 6
- 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 03.14.19

#### **Parks: Brian Madison**

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

#### **Recreation: Jim Shada**

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Listed below the total number of Registrations we have taken to date, runs through September 29<sup>th</sup>.

- Youth Flag Football
- Youth Soccer
- Total Registration to Date - 70





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#### ***Street Maintenance: Bobby Riggs***

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

#### ***Waste Water: Epiphany Ramos***

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- 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.