

Bellevue City Council Meeting

Tuesday, October 15, 2019 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

+++Amended Agenda+++

1. PLEDGE OF ALLEGIANCE - Arrow of Light Den, Pack 37, Quail Creek/Ashford Hollow area, Webelos Den Leader - Jon-Paul Steenbakkers
2. INVOCATION - Associate Pastor Mick Huntley, Midland Bible Baptist Church, 2407 Chandler Road East, Bellevue.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. * Approval of the Minutes from the October 1, 2019 City Council Meeting
 2. * Acknowledge Receipt of the Minutes from the September 26, 2019 Planning Commission Meeting
6. * APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
 - a. Special Acknowledgement of Citizen
8. ORGANIZATIONAL MATTERS: None
9. APPROVED CITIZEN COMMUNICATION:
 - a. Request to address Council - John Masters - 908 Kasper Street #322
10. LIQUOR LICENSES:
 - a. Recommendation to approve a Special Designated Liquor License for Paul R. Klabunde, dba "Century Lounge" for Thursday, October 31, 2019, from 12:00 p.m. to 12:00 a.m. for a Halloween Party at 2109 Franklin Street [Alternate date: Friday, November 1, 2019] (City Clerk)
 - b. Recommendation to approve a Special Designated Liquor License for Willow Springs Bottling Co., dba "Cornhusker Beverage Mart" for Friday, November 22, 2019, for a Wine Tasting at Daniel Gross High School, 7700 South 43rd Street, Bellevue (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): None
12. ORDINANCES FOR PUBLIC HEARING (2nd reading): None
13. ORDINANCES FOR INTRODUCTION (1st reading):
 - a. Ordinance No. 3976: Request to annex Lot 37, Orchard Valley. Applicant: City of Bellevue. (Land Use Planner)
 - b. Ordinance No. 3977: An Ordinance to amend Section 2-28 of the Bellevue City Code pertaining to executive sessions. (City Attorney)
 - c. Ordinance No. 3978: An Ordinance to amend Article IV, Chapter 2, of the Bellevue City Code by adding a new Section 2-208 regarding removal of elected officials for misconduct. (City Attorney)
 1. Approve amended Policy Resolution 35 regarding Principles of Conduct and Decorum. (City Attorney) *[No action required at this meeting]* (City Attorney)
 - d. Ordinance No. 3979: Request to rezone Lots 1 - 72, and Outlots A-C, Belle Lago Replat 1, from RG-50-PS and RG-28-PS to RG-8-PS in order to facilitate a townhome development. (Land Use Planner)
 - e. Ordinance No. 3980: Request to rezone Lot 1, South Woods, Replat 3, from MH, BGH,

and RG-8 to RG-8 for the purpose of an elementary school. (Land Use Planner)

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Approval of an Event Application for the Greater Bellevue Area Chamber of Commerce / Bellevue Economic Enhancement Foundation for Nebraska's Official Veteran's Parade on Saturday, November 9, 2019 utilizing Mission Avenue to Franklin Street, ending at Washington Park from 7:00 a.m. to 12:00 p.m. (City Clerk)

15. RESOLUTIONS:

a. Resolution No. 2019-36: Approve adoption to preserve the City's flexibility in financing improvements to Street Districts, not to exceed \$5,800,000 and authorize Mayor to sign. (Public Works Director / Finance Director)

b. Resolution No. 2019-37: Approve and sign resolution authorizing the approval of the Professional Services Agreement with Olsson, not to exceed \$882,000 and authorize the Mayor to sign. (Public Works Director)

16. CURRENT BUSINESS:

a. * Approval of Hunting Waiver Application (City Clerk)

b. * Approve and authorize the Mayor to sign the Agreement for Services with MAPA, not to exceed \$1,500.00, for the analysis of city current election districts and for the development of new city election district boundaries to equalize population between districts, as a result of the new annexed areas. (Land Use Planner)

c. * Approve the low bid from Christensen Excavating Company, Inc., in an amount not to exceed \$8,800.00 for the World Baseball Village Concession Building project and authorize the Mayor to sign the contract. (Public Works Director)

d. Approve the Interlocal Agreement with the Papio-Missouri River Natural Resources District for the Sarpy County Floodplain Buyout Program, not to exceed \$94,000 and authorize the Mayor to sign. (Land Use Planner)

e. +++* Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project (Public Works Director)

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

18. CLOSED SESSION:

19. ADJOURNMENT

MINUTE RECORD

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10/15/19

Bellevue City Council Meeting, October 1, 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 1st day of October, 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

Arrow of Light Den, Webelo Pack 464, Bellevue Elementary 5th Graders, Jason Coad led in the Pledge of Allegiance. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive, 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 Burns, to approve the agenda.

Motion was made by Shannon, seconded by Preister, to amend the agenda by correcting Item 16i, to read as "Approve and authorize the Mayor to sign a Purchase Agreement for a third party to purchase certain property owned by the City of Bellevue per the City Attorney". 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 Cook, seconded by Welch, to approve the consent agenda which included the following: approval of the Minutes from the September 17, 2019, City Council meeting; acknowledge receipt of the Minutes from the September 11, 2019 Building Board of Review Meeting, approval of the amended Minutes from the August 6, 2019 Council Meeting; approval of Claims; Approve appointment of Marc Botts to the Civil Service Commission, serving the remaining term of Jack Charvat who recently resigned, with the term ending May 2023; Approve re-appointment of Leland Jacobson to the Design Review Board for a 2-year term ending August 2022 and the re-appointment of Paul Cook as an Alternate to the Design Review Board with his term ending December 2020 (Council Members and Planning Commission Members terms shall be at the end of their elected or appointed terms); Approve and authorize the Mayor to sign an Interlocal Agreement with Sarpy County for a 50/50 cost share in the preliminary design for 36th Street from N-370 to Cornhusker Road, not to exceed \$751,000.00 [City Share - \$375,000.00]; and Approve the MOU for the First Extension of the March 2019 between BFD and 55th Wing, Offutt Air Force Base.

ORGANIZATIONAL MATTERS: Approved on consent agenda

SPECIAL PRESENTATIONS:

Proclamation declaring October 5 and 6, 2019 as "National Solar Tour Days". Councilman Preister mentioned Ms. Josyln Stamp was present. He noted Ms. Stamp was recognized by the National Park Trust as a Buddy Bison Student Ambassador. She is also a Sports Illustrated Kid Journalist and has received a Presidential Award as a Youth Environmentalist for her recycling project for highlighters and markers.

APPROVED CITIZEN COMMUNICATION: None

LIQUOR LICENSES: None

Ordinances for Adoption: (Third reading)

Ordinance No. 3966: Request to annex Sanitary and Improvement District #67, Normandy Hills. Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3966, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 67, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third and final time.

Motion was made by Shannon, seconded by Preister, to table Ordinance No. 3966, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 67, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date.

Ms. Bree Robbins, City Attorney, explained there is a pending matter in District Court which involves SID #67, Normandy Hills and SID # 242, Cedar View. After discussion, the City has requested the annexations be tabled until a further date.

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Councilman Shannon requested the Public Works Department to review looking at adding a second access point to Normandy Hills. He requested the amount to add the access points should be provided to the City Council for the December 3rd meeting.

Mr. Jim Ristow, City Administrator, explained the City will still pursue the State for the entrance they took away from Normandy Hills. He mentioned there is proposed future development for the subdivision, which may tie towards putting another access point in. The development would limit the cost for the City significantly.

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

This item will proceed to the December 3, 2019 City Council meeting.

Ordinance No. 3967: Request to annex Sanitary and Improvement District #180, Lakewood Villages.
Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3967, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 180, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third and final time.

Councilwoman Welch advised she has a conflict of interest and recused herself.

Mayor Hike advised Councilwoman Welch left the Council Chambers at 6:15 p.m.

Motion was made by Shannon, seconded by Preister, to approve Ordinance No. 3967, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 180, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, with the effective date of November 1, 2019.

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

Ordinance No. 3967 was passed and adopted.

Councilwoman Welch returned to the Council Chambers at 6:16 p.m.

Ordinance No. 3968: Request to annex Sanitary and Improvement District #208, Sunrise (Phase III and IV).
Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3968, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 208, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third and final time.

Motion was made by Shannon, seconded by Cook, to approve Ordinance No. 3968, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 208, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, with the effective date of November 1, 2019.

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

Ordinance No. 3968 was passed and adopted.

Ordinance No. 3969: Request to annex Sanitary and Improvement District #215, Piper's Glen.
Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3969, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 215, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third and final time.

Motion was made by Cook, seconded by Burns, to approve Ordinance No. 3969, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 215, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, with the effective date of November 1, 2019.

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

Ordinance No. 3969 was passed and adopted.

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Ordinance No. 3970: Request to annex Sanitary and Improvement District #242, Cedar View. Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3970, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 242, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third and final time.

Motion was made by Shannon, seconded by Preister, to table Ordinance No. 3970, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 242, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date.

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

This item will proceed to the December 3, 2019 City Council meeting.

Ordinance No. 3971: Request to annex Sanitary and Improvement District #269, Orchard Valley. Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3971, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 269, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third and final time.

Motion was made by Welch, seconded by Stinson, to approve Ordinance No. 3971, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 269, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, with the effective date of November 1, 2019.

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

Ordinance No. 3971 was passed and adopted.

Ordinance No. 3972: Request to annex Sanitary and Improvement District #279, Spring Creek. Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3972, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 279, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third and final time.

Motion was made by Stinson, seconded by Welch, to approve Ordinance No. 3972, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 279, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, with the effective date of November 1, 2019.

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

Ordinance No. 3972 was passed and adopted.

Ordinance No. 3973: Request to annex Sanitary and Improvement District #280, Kennedy Town Center. Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3973, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 280, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third and final time.

Motion was made by Welch, seconded by Preister, to approve Ordinance No. 3973, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 280, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, with the effective date of November 1, 2019.

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

Ordinance No. 3973 was passed and adopted.

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Ordinance No. 3974: Request to annex Sanitary and Improvement District #289, Colonial Pointe at Fairview. Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3974, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 289, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, was read by title only for the third and final time.

Motion was made by Cook, seconded by Burns, to approve Ordinance No. 3974, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within Sanitary Improvement District # 289, as outlined in the Ordinance to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, with the effective date of November 1, 2019.

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

Ordinance No. 3974 was passed and adopted.

Ordinance No. 3975 - Request to annex Lot 156, Pipers Glen, Lot 352, Oakhurst, Lot 36A2A, Pleasant Hill or Martin's Subdivision, Tax Lot B1B, located in the Northeast ¼ of Section 6 and Tax Lot 1B, located in the Northeast ¼ Section 15, and all in T13N, R13E of the 6th P.M., Sarpy County, Nebraska. Applicant: City of Bellevue. (Land Use Planner)

Ordinance No. 3975, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots and real estate lying within Lot 156, Pipers Glen, Lot 352, Oakhurst, Lot 36A2A, Pleasant Hill or Martin's Subdivision, Tax Lot B1B, located in the Northeast ¼ of Section 6 and Tax Lot 1B, located in the Northeast ¼ Section 15, and all in T13N, R13E of the 6th P.M., Sarpy County, Nebraska, and designating an effective date.

Motion was made by Preister, seconded by Burns, to approve Ordinance No. 3975, an ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, certain lands, lots, and real estate lying within the below described boundaries (shown above), to the City of Bellevue, Sarpy County, Nebraska, and designating an effective date, with the effective date of November 1, 2019.

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

Ordinance No. 3975 was passed and adopted.

Ordinances for Public Hearing: (Second Reading): None

Ordinances for Introduction: (First Reading): None

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES:

Request for approval of activities associated with the Olde Towne Trick or Treat Event and waiving of the Event License Fee (City Clerk)

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

Ms. Margie Guy explained this is the fourth year for the event which takes place in Olde Towne Bellevue. This community event has brought 7,500 to 10,000 people in a period of 2 ½ hours.

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

Councilwoman Welch thanked Ms. Guy for her amazing efforts in this community event.

Motion was made Shannon, seconded by Burns, for approval of activities associated with the Olde Towne Trick or Treat Event and waiving of the Event License Fee. Roll call vote on the motion to approve as follows: Stinson, Cook, Shannon, Priester, Burns, and Welch voted yes; voting no: none. Motion carried.

RESOLUTIONS:

Resolution No. 2019-34: Approving the qualification standards of sale outlets by Neb. Rev. Stat. 9-642.0 for lottery operators. (City Administrator)

Mr. John Hassett requested the criteria to have an on sale liquor license for satellite location be removed.

Motion made by Shannon, seconded by Preister, to Approve Resolution No. 2019-34: Approving the qualification standards of sale outlets by Neb. Rev. Stat. 9-642.0 for lottery operators. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none.

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Resolution No. 2019-35: Approving and Authorizing the execution of the Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments in Lieu of Taxes (City Administrator)

Motion made by Shannon, seconded by Preister, to table, Resolution No. 2019-35: Approving and Authorizing the execution of the Interlocal Agreement for the Contribution and Allocation of Omaha Public Power District Payments In lieu of Taxes to October 15, 2019 to allow language to be worked out in the agreement.

Ms. Bree Robbins mentioned the City was contacted by the Papillion Assistant Attorney. The discussion regarded revisions to the language in the agreement.

Councilwoman Welch questioned if there is a time line to have the agreement executed. Mayor Hike advised he is on the agency and there is no urgency.

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

CURRENT BUSINESS:

Approval and Authorize the Mayor to sign the low bid from Tennis Courts Unlimited to renovate and resurface the tennis courts in Haworth Park due to the 2019 flood, not to exceed \$11,850.00. (Public Works Director)

Motion made by Burns, seconded by Shannon, to Approve and Authorize the Mayor to sign the low bid from Tennis Courts Unlimited to renovate and resurface the tennis courts in Haworth Park due to the 2019 flood, not to exceed \$11,850.00.

Councilman Stinson stated Haworth Park is currently flooding and has concerns spending almost \$12,000 to resurface an area where water is coming in. He suggested this should be revisited next spring.

Councilman Cook questioned Mr. Roberts, Public Works Director, if this is FEMA money or a match. Mr. Roberts replied it is FEMA money. Councilman Cook inquired if FEMA would allow the project to be delayed until next spring. Mr. Roberts replied no, the project would be over with.

Councilman Cook questioned if FEMA will be fixing or relocating Haworth Park. Mr. Roberts explained it is a project. He stated the FEMA Inspectors would need to visit the park.

Mr. Roberts mentioned the tennis courts are on the dry side of the levee. The only reason the courts got wet this year, was due to three rivers being over swollen and the levees broke. Otherwise, they would have been dry this year. Councilman Stinson inquired if the levees are repaired. Mr. Roberts commented all levees are repaired. The NRD is in the process of raising the federal levees, 613 and 616.

Mr. Ristow inquired if the tennis courts were impacted in the 2011 flood. Mr. Roberts replied they were not affected.

Councilman Shannon requested clarification if the money is not spent will the City lose it. Mr. Roberts explained if the money is not spent the project will go away after six months and will be lost.

Councilman Preister questioned if this will include relocating the tennis courts to a higher area. Mr. Roberts advised he does not think FEMA will approve the project without relocation of the ball fields.

Councilman Burns inquired how confident Mr. Roberts is the tennis courts won't flood again. Mr. Roberts stated he cannot predict that.

Councilman Cook questioned if the area with the baseball fields have ever flooded before. Mr. Roberts stated he has never seen the area flood prior to March 2019.

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

Approve and Authorize the Mayor to sign the Agreement with Alfred Benesch and Company for the South 25th Street Improvements Project, not to exceed \$176,621.60 (Public Works Department/Manager of Engineering Services)

Mr. Roberts stated the CIP Project Name states 25th Street Resurfacing, he clarified it should read 25th Street Bridge Replacement.

Motion made by Cook, seconded by Welch to Approve and Authorize the Mayor to sign the Agreement with Alfred Benesch and Company for the South 25th Street Improvements Project, not to exceed \$176,621.60 (Public Works Department/Manager of Engineering Services)

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

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Approve and Authorize the Mayor to sign the Services Agreement with Douglas County for forensic services. (Police Chief)

Motion made by Cook, seconded by Welch Approve and Authorize the Mayor to sign the Services Agreement with Douglas County for forensic services. (Police Chief)

Councilman Shannon questioned what the amount of money is. Councilman Cook replied the money being spent is done on an hourly rate. The amount ranges from \$15.00 to \$50.00 an hour, depending on the service. A dollar amount will not be assigned unless a service is used.

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

Approve and Authorize the Mayor to sign the Agreement with HGM Associates, Inc. for the 15th Street Extension Project, not to exceed \$74,050 (Public Works Director / Manager of Engineering Services)

Motion made by Stinson, seconded by Burns, to Approve and Authorize the Mayor to sign the Agreement with HGM Associates, Inc. for the 15th Street Extension Project, not to exceed \$74,050 (Public Works Director / Manager of Engineering Services)

Councilman Stinson mentioned this is a much-needed road to ease the traffic on 15th and Cornhusker Road. This will be a benefit for the residents who live in the Willow Springs neighborhood.

Councilman Shannon stated this is also keeping a promise to the subdivision, made by a previous Councils.

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

Approve and Authorize the Mayor to sign the amended EMS Medical Director Agreement reflecting changes since last approval, cost not to exceed \$41,569.02. (Fire Chief)

Motion made by Welch, seconded by Preister, to approve and authorize the Mayor to sign the amended EMS Medical Director Agreement reflecting changes since last approval, cost not to exceed \$41,569.02. (Fire Chief)

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

Approval of and Authorization for the Mayor to sign the Purchase Agreement, regarding certain parcels of land consisting of 44.9 acres, not to exceed \$808,200.00 (City Attorney)

Motion made by Shannon, seconded by Preister to approve and authorize for the Mayor to sign the Purchase Agreement, regarding certain parcels of land consisting of 44.9 acres, not to exceed \$808,200.00.

Mr. Ristow advised, after discussion, this item was brought back to the table. He explained this is a FEMA project and was accelerated in order to get this project to FEMA. This needed to be done, in a timely manner, to get the funding sourced for the consolidation of the Public Works yard. The City does not have a real estate representative and has put a RFP out for a real estate representative. Mr. Ristow explained the City asked Councilwoman Welch to assist in the acquisition and selection of property. Councilwoman Welch went on a search to find a property to meet the needs of the City and found the Gates property. In order to meet the FEMA timeline, the project went to the Council for approval. Mr. Ristow advised the City checked to make sure all the conflicts were taken care of, with the exception of the vote on September 17th. Mr. Ristow apologized Councilwoman Welch did not recuse herself from the vote. He explained it was a long meeting, and it escaped everyone to have Councilwoman Welch recuse herself. Mr. Ristow advised he takes responsibility for this. He explained once the error was recognized, the correction was made to bring the contract back to Council. The contract is not valid and will be voted on tonight. Mr. Ristow explained the reason an internal source was used, which was the City does not have a real estate representative and the project needed to be done in a timely manner.

Councilwoman Welch advised she has a conflict of interest regarding the purchase agreement and will not be casting a vote on this matter. She stated: "I concur with what City Administrator, Jim Ristow said regarding this matter. I am the agent on this agreement and will leave Council Chambers and be marked absent. I know there have been some questions surrounding this agreement from the last City Council meeting, and why I cast a vote at that time. I believe this issue has been addressed with the City Administrator and the City Attorney; and I can confirm that it was truly an accident and an oversight. This is why this item was placed back on the agenda tonight for a vote, without my involvement. I can also confirm that all of the required conflict disclosures were filed and the conflict was disclosed.

Mayor Hike advised Councilwoman Welch left the Council Chambers at 6:46 p.m.

Motion made by Shannon, seconded by Preister, to amend item 16g. The amendment will be to invalidate the vote on the contract taken at the City Council meeting held on September 17, 2019. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, and Burns voted yes; voting no: none, absent Welch. Motion carried.

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Councilman Preister questioned if anyone in the audience was present to address this issue. No one in the audience came forward.

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

Mayor Hike advised Councilwoman Welch returned to the Council Chambers at 6:49 p.m.

Approve and Authorize the Mayor to sign the Purchase Agreement for a third party to purchase certain property owned by the City of Bellevue. (City Attorney) (This item may be considered for Closed Session)

Motion made by Shannon, seconded by Burns to approve and authorize the Mayor to sign the Purchase Agreement for a third party to purchase certain property owned by the City of Bellevue.

Motion made by Shannon, seconded by Burns, to adjourn into closed session, for the protection of the public interest, at 6:52 p.m. regarding a Purchase Agreement for certain real estate. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

The following individuals were asked to participate in closed session: City Administrator Jim Ristow, Mayor Rusty Hike, City Council Members, Attorney Bree Robbins, Para-legal Tahnee King, Tammi Palm, Land Use Planner, Brent Beller, John Jungers, and Robbie Ryan.

Motion was made by Stinson, seconded by Welch, to come out of closed session at 7:10 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.

Mr. Jim Ristow explained, this item (16i), is an agreement with 1st City Development for the purchase of the former City Hall and Annex building. The future demolition will occur this winter. Future development will begin at a later date. Mr. Ristow thanked 1st City Development for their investment in Bellevue.

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:

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.

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Burns, the meeting adjourned at 7:13 p.m. Roll call vote on the motion was as follows: Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none.


Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on October 1, 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.




Susan Kluthe, City Clerk

MINUTE RECORD

Bellevue Planning Commission Meeting, September 26, 2019, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, September 26, 2019 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Cain, Aerni, Ackley, Hankins, Cutsforth and Ritz. Also present were Angela Curry, Planning Assistant, and Dean Dunn, Public Works Engineer.

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 are available for public inspection within ten days of the meeting.

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

Motion was made by Cain, seconded by Cutsforth, to approve the minutes of the August 22, 2019 regular meeting as presented. Upon roll call, all present voted yes. Motion carried unanimously.

Curry advised no additional updates were received by staff.

Motion was made by Casey, seconded by Cain, 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.

Ritz explained the public hearing procedures.

PUBLIC HEARING was held on a request to rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, from RG-50-PS and RG-28-PS, to RG-8-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1; and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1. Applicant: HRC Belle Lago, LLC. General Location: Southeast corner of 48th Street and Capehart Road. Case #'s: Z-1907-06, S-1907-05, S-1907-06.

Larry Jobeun, 11440 West Center Road, Omaha, NE was present on behalf of the applicant. Jobeun stated this to be a replat recorded and approved by City Council as Lot 81 and Outlot F for a 120 unit multi-family apartments. This preliminary plat, final plat and rezoning will provide for 72 single family townhome style residences. All 72 proposed units will sit on their own individual lots. All streets within the development are private and will be maintained by a Home Owners Association. Two different types of unit floor plans will be available. One calls for the units to be 1631 square feet. These are attached four plexes. The two exterior units are expected to be priced at \$213,900 and the two interior units on the larger floor plan is expected to be \$203,900. The other floor plan is expected to be 1515 square feet with the two exterior units costing \$213,900 and interior \$203,900 per unit. He stated they started with 120 multi-family units and are now reduced to 72 units. A reduction in density of 48 units. Jobeun believes, as does the Planning Department, this is consistent with the master plan and compatible with the surrounding area. They reviewed the recommendation report and found the same.

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

Aerni asked for clarification on the number of buildings that will sit on one lot. He also asked that Planning staff take a look at whether or not there should be a zero lot line Aerni asked the applicant to clarify the request to have three foot side yards. He suggested four houses are being slammed together. The applicant stated the four units are attached and the side yards will have a separation of approximately eight feet. Aerni clarified the applicant stated each of the four buildings are to be considered as an individual lot. He asked if the applicant should have a zero lot line between the lots. Jobeun stated a covenant will be in place that will call for a party wall type agreement with this type of construction. He stated these are townhome type units, but each will sit on its own lot. Aerni asked that Planning staff take a look at the three foot side yard to confirm that it should not be zero. Jobeun said he believes the three foot side yard is to represent the space between the four clusters of buildings but he agrees, perhaps it should say zero lot line with respect to the units that are in a cluster. Aerni asked the applicant to assure the 15 foot front yard will allow enough space for proper parking of vehicles so they will not overhang into the street. Jobeun stated there is 20 feet from the garage to the street which will provide enough space to eliminate vehicle overhang into the private roadway. Aerni asked if there should be a request to make an amendment to change the setback to zero. Ackley said there are 4 different units in one building, so the setbacks apply to the building as opposed to an individual unit. Aerni stated each unit is on its own individual lot so there are four individual lots. Ritz said his concern with changing the setbacks for the future is the area will now have a zero lot line if someone would want to come in and change one of the buildings. He suggested it be left as is to be corrected if needed. He believes staff chose this specific zoning type which will allow for the buildings to touch without any

MINUTE RECORD

Bellevue Planning Commission Meeting, September 26, 2019, Page 2

work on the side lots. Ritz noted the technical deficiency regarding street names in item "F", page 5, and asked commissioners to include that language when making the motion.

MOTION was made by Ackley, seconded by Hankins, to recommend APPROVAL of a request to rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, from RG-50-PS and RG-28-PS, to RG-8-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1; and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1. Applicant: HRC Belle Lago, LLC. General Location: Southeast corner of 48th Street and Capehart Road. Case #'s: Z-1907-06, S-1907-05, S-1907-06. APPROVAL of the application based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area, contingent however upon the satisfaction of the technical deficiency referenced in item F on page 5 of the application summary. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on November 05, 2019.

PUBLIC HEARING was held on a request to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8, South Woods, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school; conditional use permit for Lot 1, South Woods Replat 3; and small subdivision plat Lot 1, South Woods Replat 3. Applicant: Kenneth Hahn Architects. General Location: Fort Crook Rd & Childs Rd West. Case #'s: Z-1906-04, S-1906-03, CUP-1906-02.

Planning Commission vice Chair, Eric Ritz recused himself and left chambers at 7:20 p.m. Ackley chaired the meeting.

David Kramer, Attorney, Baird Holm Law firm, 1700 Farnam Street, Suite 1500, Omaha, NE 68102 was present on behalf of the applicant Kenneth Hahn Architects and Omaha Public Schools. Kramer stated, over the past several months there have been multiple discussions regarding the property for the proposed elementary school. He said, the applicant worked with the city's legal department to address the concerns made by the Commission, and those concerns have been incorporated into the conditional use permit. Kramer asked that the project be approved so the applicant can move forward. He indicated Kenneth Hahn, architect, and Lisa Sterba, Omaha Public School District were also available to answer questions.

Ackley asked Kramer to highlight the changes from the last hearing. Kramer said the most significant change is in regards to stacking of buses over the railroad tracks. He said they re-planned the entry and exit of buses for student pick up and drop off. Kramer stated transportation will be provided to students who live on the east side of Fort Crook Road. He addressed the discussion on sidewalks and stated the school district made a commitment to add one sidewalk, however, in agreement with the City, the sidewalk that goes in the direction of the railroad tracks will not be installed as to eliminate the encouragement of students to walk towards the railroad tracks. He stated the site plan map shows the sidewalk that will be installed on OPS property to facilitate the students that will walk to school.

John Whiteing, 1001 Childs Road West, Bellevue, NE 68147 was present to speak on this matter. Whiteing stated he lives directly opposite of the school and both he and his neighbors east and west are in favor of the school.

There was no one else present to speak for, or against this request. Subsequently, Ritz closed the public hearing.

Casey commended the school district on their design of the school and willingness to work with the Commission, but expressed his concerns and reservations on location and safety of the children. Casey stated putting in sidewalks across Fort Crook Road may encourage students to cross eight lanes of traffic. Ackley reminded the applicant of prior discussions on infrastructure needed to support the site. He asked the applicant if they have a plan for additional infrastructure beyond the school site for children walking to school. Kramer stated there is currently one planned entrance to the school and the sidewalks are designed to have the children enter through that access point. Kramer stated no one is more concerned about student safety than the school district and it is a responsibility they take very seriously. He stated the cost to transport students from the east side will be more than \$108,000 per year. Kramer stated parents must also take responsibility to ensure the students arrive to school safely. He said for over two months they have attempted to address, from an infrastructure perspective, the resolutions suggested by staff that will create a workable balance for both the applicant and the Commission. Kramer believes the changes made to date will significantly address the concerns of the Commission. He stated his staff and the school are cognizant of areas that carry potential safety issues

MINUTE RECORD

Bellevue Planning Commission Meeting, September 26, 2019, Page 3

and therefore, the school will post staff to monitor those areas. Ackley said his continual concern is with infrastructure impacted by the development. He said the lack of shoulders and sidewalks along Child's Road where children will possibly walk is concerning and asked the applicant about their plans to install sidewalks a block away from the school. Kramer said it is unusual to ask a developer to make improvements blocks away from their property; properties that the City has jurisdiction over and has not made improvements on. Kramer said the developments immediately adjacent to the school should be required to add the kind of infrastructure on their properties that will be necessary to meet the broader needs of the school district. He said it would be unreasonable to request the school district install sidewalks a block or two from its own property. Kramer said, to suggest they have an obligation to add sidewalks to properties in areas developed and undeveloped, may be beyond the reach of the Commission. Ackley asked how many students will attend the school and how many parents will be dropping off and picking up students daily. Kramer stated approximately 600 students will attend the school and roughly a third of the students may be driven by parents. Ackley stated it is common for new developments to make improvements to support their use. Kramer stated they are making significant accommodations on their property to address the concerns of staff and the Commission, and believe they provided something that offers an appropriate balance between the interest of the school district and the City. Mr. Ackley asked the applicant for his thoughts on crosswalks going across Fort Crook Road and the railroad. Kramer said their focus is to discourage the use of crosswalks on Fort Crook Road due to safety, and part of their solution is staffing, setting of ingress and egress, and changing bus routes so students will not have to cross eight lanes of traffic. Ackley asked if there were any discussions with the railroad; if they had concerns with placement of the school, and if they could offer any safety measures. Kramer said they did not speak with the railroad.

Ackley said the package provided to Planning Commissioners, Recommendation Report #3, gave a summary of items to look at. In particular, page 5 #9, zoning ordinance Section 6.06 Standards, Item 6.06.01 which reads; No conditional use permit shall be granted unless the Planning Commission or City Council has found: That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community. He concluded with he believes the site is great but in the wrong place because of two active railroad lines and a 6 lane highway. Kramer disagreed with Ackley and said there are limited options to place a school in Bellevue. He said they want to put a school in Bellevue to ensure the students served will not have to sit on a bus for an extended length of time. Kramer also mentioned a proposed option to build a school across the street, but he believes this will create the same issues for students on the west side of Fort Crook, issues they are trying to resolve for students on the east side. Kramer believes the chosen site is ideal for students in the surrounding area and, it will provide an opportunity for growth. He said the applicant's efforts in working with the Planning Commission and the City are to make it as safe as possible.

Cain addressed passage across Fort Crook Road and the railroad tracks. She proposed building a passageway similar to one at Birchcrest Elementary. Kramer stated due to current standards an overpass is cost-prohibitive to build and he believes concerns for safety have been addressed by offering transportation to not just some, but all students who live east of Fort Crook Road. Cain strongly stated safety of students should be met regardless of extreme cost or another site should be considered.

Cutsforth asked Kramer if a discussion was had with the city on placement of sidewalks. Kramer said the City agreed placing crosswalks and walkways across Fort Crook Road may increase the likelihood of students going in that direction. Dean Dunn, Bellevue Public Works, said City staff discouraged putting a crossing across Fort Crook Road, a six lane road, because it will provide a false sense of security. He said based on past experience, the railroad will not agree to a pedestrian crossing going across the tracks. Dunn said Public Works discussed completing a sidewalk along city owned property to the northwest as well as a section on the north side of Childs Road which will be evaluated in the future.

Ackley asked for factual clarification that 90% of the students who live east of Fort Crook Road will be bused. Kramer said there are 90 students that live east of Fort Crook Road, not 90% of the students, and all will be provided transportation. Lisa Sterba, Chief Operations Officer, Omaha Public Schools, 3215 Cuming Street, Omaha, NE said all students east of Fort Crook Road will receive transportation. Ackley asked how many of the potential students are located east of Fort Crook Road. Sterba stated more than 50% live east of Fort Crook Road and all will be provided transportation; even those who live less than a mile from the school. Ackley stated, for clarification, students from the west side living within a mile of the school will not receive transportation. Sterba said that is correct. Sterba said Kenneth Hahn of Hahn Architects will provide sidewalks to the north out of the neighborhood to the front door of the school in an effort to divert students from Childs Road. She said both students and parents will be educated to call the school if a student misses the bus and someone will provide

MINUTE RECORD

Bellevue Planning Commission Meeting, September 26, 2019, Page 4

transportation.

Casey asked if the entire planned attendance area was focused east of Fort Crook Road. Sterba stated there is also a housing development to the west.

Kenneth Hahn, Kenneth Hahn Architects, 1345 South 75th Street, Omaha, NE, stated a sidewalk exists along Nebraska Drive up to the Chandler Road intersection, and the only area without a sidewalk is City owned property.

Aerni apologized for wording he used at the last Planning Commission meeting when he said the Planning Commission is not here to debate safety. He said his intended wording is they are not there to debate responsibility of parents. Aerni said he supports the application and commends the applicant for following the recommended approval of City staff and the Planning Commission to make the plan better. He asked the applicant if they need approval of the City to build the school. Kramer said they are members of the community and want to be good partners and good stewards. He said this is a facility that is expected to be around for the next 50 years and they want to be in a positive relationship with the City. Kramer said they would like to have approval and recommendation of the Planning Commission and then City Council approval to move forward and build a school that the whole of the community will be proud to be a part of. Aerni thanked the applicants for working with the Planning Commission. Ackley said after working on this for three months, they can all agree student safety is paramount. He said a developer has some responsibility for the infrastructure required to support their development but he does not see any of that in the conditional use permit and hopes City Council will add this as part of the Conditional Use Permit in terms of some allocations of expenses or how some of the improvements will work.

MOTION was made by Ackley, seconded by Perrin, to recommend DENIAL of the request to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8, South Woods, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school; conditional use permit for Lot 1, South Woods Replat 3; and small subdivision plat Lot 1, South Woods Replat 3. Applicant: Kenneth Hahn Architects. General Location: Fort Crook Rd & Childs Rd West. Case #'s: Z-1906-04, S-1906-03, CUP-1906-02. DENIAL of the application based on lack of safety in terms of the potential issues with Fort Crook Road, which has been recognized by the applicant and City to discourage crossing an 8 lane intersection and 2 railroad tracks. Denial also based upon lack of plans for infrastructure beyond the boundaries of the proposed site. Upon roll call, 6 voted yes, Aerni voted no and Ritz Abstained (with conflict) MOTION carried.

This item will proceed to CITY COUNCIL for PUBLIC HEARING on November 05, 2019.

Ritz rejoined the meeting at 7:55 p.m.

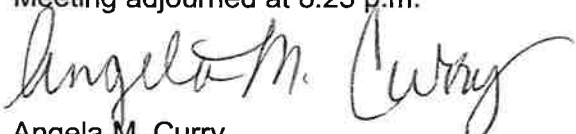
PUBLIC HEARING was held on a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval. Applicant: Encompass Design Inc. General Location: Ft Crook Rd & Grenoble Dr. Case #: Z-1906-05.

The applicant requested a continuance to the October 24, 2019 Planning Commission meeting.

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

MOTION was made by Ackley, seconded by Ritz, to CONTINUE to the October 24, 2019 Planning Commission meeting a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval. Applicant: Encompass Design Inc. General Location: Ft Crook Rd & Grenoble Dr. Case #: Z-1906-05. Upon roll call, all voted yes. Motion carried unanimously.

Meeting adjourned at 8:23 p.m.



Angela M. Curry
Planning Assistant

6.
10/15/19

MINUTE RECORD

CLAIMS FOR OCTOBER 15, 2019

PAGE 1

MAYOR

CENTURY LINK	MONTHLY SERVICE-2019-9-22	14.14
		<u>\$ 14.14</u>

CITY ADMINISTRATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	51.15
CENTURY LINK	MONTHLY SERVICE-2019-9-22	27.37
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	2,109.96
GREATER BELLEVUE AREA CHAMBER OF COMMERCE	ANNUAL DINNER	500.00
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	62.26
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	27.00
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	42.22
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	83.63
		<u>\$ 2,903.59</u>

CITY COUNCIL

GREATER BELLEVUE AREA CHAMBER OF COMMERCE	LEADERSHIP GRADUATION-SHANNON	25.00
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	145.69
		<u>\$ 170.69</u>

LEGAL SERVICES

CENTURY LINK	MONTHLY SERVICE-2019-9-22	27.83
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	3,109.92
ERICKSON & SEDESTROM, PC	LEGAL SERVICES	5,593.00
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	62.26
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	26.38
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	38.83
		<u>\$ 8,858.22</u>

CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE-2019-9-22	9.43
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	3,857.20
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	62.26
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	23.08
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	29.75
		<u>\$ 3,981.72</u>

CITY CLERK

CENTURY LINK	MONTHLY SERVICE-2019-9-22	14.14
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	3,924.31
MARATHON VENTURES, INC	MARATHON VENTURES-TIF #8789	26,458.76
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	62.26
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	18.84
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	23.67
		<u>\$ 30,501.98</u>

FINANCE/RISK MANAGEMENT

BELLEVUE PRINTING COMPANY	ENVELOPES	350.88
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	62.80
CENTURY LINK	MONTHLY SERVICE-2019-9-22	68.53
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	8,205.31
INFOSAFE SHREDDING	SHREDDING SERVICE-OCT 2019	30.00

MINUTE RECORD

CLAIMS FOR OCTOBER 15, 2019

PAGE 2

FINANCE/RISK MANAGEMENT (cont'd)

METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	186.78
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	68.36
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	101.69
NEOFUNDS BY NEOPOST	POSTAGE SUPPLIES	140.00
		<hr/>
		\$ 9,214.35

LIBRARY

BELLEVUE PRINTING COMPANY	ENVELOPES	80.50
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	28.01
CENTURY LINK	MONTHLY SERVICE-2019-9-22	47.14
COMPUTYPE, INC	SUPPLIES	703.75
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-9-23	107.39
DEMCO	SUPPLIES	58.90
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	7,112.88
INDOFF	OFFICE SUPPLIES	203.62
INGRAM LIBRARY SERVICES	BOOKS	2,118.89
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	280.17
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	74.38
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	88.27
MICHELLE BULLOCK	REIMB MILEAGE, SUPPLIES	280.74
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-25	1,832.61
RECORDED BOOKS	VIDEOS	243.80
STAPLES ADVANTAGE	OFFICE SUPPLIES	25.99
TOM'S ENGRAVING	STICK STAMPS	24.00
		<hr/>
		\$ 13,311.04

ADMINISTRATIVE SERVICES

CENTURY LINK	MONTHLY SERVICE-2019-9-22	65.88
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	10,800.78
INFOSAFE SHREDDING	SHREDDING SERVICE-OCT 2019	30.00
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	93.09
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	280.17
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	89.18
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	109.14
SWENSEN & ASSOCIATES	FIRE CAPTAIN TESTING	10,900.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,279.30
		<hr/>
		\$ 24,647.54

PUBLIC WORKS

CENTURY LINK	MONTHLY SERVICE-2019-9-22	56.57
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	6,148.52
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	168.20
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	155.65
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	66.25
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	96.37
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-16	286.08
ONE CALL CONCEPTS	DIGGERS HOTLINE-SEPT 2019	660.59
PERFORMANCE ENGINEERING, INC	RELOCATING COLUMN IN CHAMBER	975.00
SERV-PRO OF SARPY COUNTY	EMERGENCY WATER MITIGATION SERVICES	24,733.77
SOUTHERN CARLSON, INC	SKILL SAW AND BLADES	252.37
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	28.80
		<hr/>
		\$ 33,628.17

MINUTE RECORD

CLAIMS FOR OCTOBER 15, 2019

PAGE 3

PARKS

ALEXANDER LAWN & LANDSCAPE, INC	ROW MOWING-CYCLE 9	9,146.90
A-RELIEF SERVICES	PORTABLE RESTROOM-SWANSON	166.00
CENTURY LINK	MONTHLY SERVICE-2019-9-22	42.43
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-9-23	363.42
CREATIVE SITES, LLC	PLAYGROUND EQUIPMENT- SWANSON PARK	60,000.00
CROUCH RECREATIONAL DESIGN	PLAYGROUND EQUIPMENT-WASHINGTON PARK	43,543.00
DAY ELECTRIC SERVICE, INC	REPLACE BREAKER-EVERETT	102.20
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	10,145.97
GRAINGER	SWEEPING COMPOUND	109.26
MARCO TECHNOLOGIES, LLC	COPIER EXPENSRE	63.38
MENARDS	CREDIT-MOWER WHEEL	(15.90)
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	280.17
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	77.09
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	87.00
ODEYS FIELD EXPERTS	LINESTRIP PAINT	116.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-25	2,632.58
PAPILLION SANITATION	CODE DUMPSTER	235.53
PRECISE MRM LLC	POOLED DATA PLAN	29.56
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	3,543.96
VOGEL WEST	PAINT FOR CONCESSION STAND-FLOOD	331.98
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
WESTLAKE ACE HARDWARE	BRUSH CUP WIRE,PAD HANDLE	20.97
		\$ 131,034.92

RECREATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	35.41
CENTURY LINK	MONTHLY SERVICE-2019-9-22	59.56
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-9-23	88.39
DILLONS CUSTOMER CHARGES	SUPPLIES	50.96
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	2,109.96
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	62.26
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	24.34
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	31.28
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	235.81
WESTLAKE ACE HARDWARE	PRUNER, GLOVES	38.96
		\$ 2,736.93

BUILDING MAINTENANCE

AMERICAN UNDERGROUND SUPPLY, LLC	NEW HYDRANT	157.55
BIG RED LOCKSMITHS	KEYS	23.50
CENTURY LINK	MONTHLY SERVICE-2019-9-22	4.71
ECHO GROUP, INC	SOCKET REDUCER	56.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	8,083.14
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	412.01
JACKSON SERVICES, INC	DOOR MATS SERVICE	98.57
KB BUILDING SERVICES	JANITORIAL SERVICES-OCT 2019	10,708.50
KEN BROOKE ROOFING, INC	ROOF REPAIR-OLD CHURCH	115,449.00
MENARDS	TOOLS, LUMBER, RESPIRATORS, DRILL BITS, SUPPLIES	721.53
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	217.91
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	61.86
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	70.25

MINUTE RECORD

CLAIMS FOR OCTOBER 15, 2019

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BUILDING MAINTENANCE (cont'd)

ODEYS FIELD EXPERTS	LINESTRIPE PAINT	104.00
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	455.92
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-25	2,665.87
OVERHEAD DOOR COMPANY	REPLACED CABLES AND ADJUST-DIST 1	243.70
PLIBRICO REFRACTORY CONSTRUCTION	CHECK HEAT PUMP NOISE, NO HEAT	352.00
SOUTHERN CARLSON, INC	TAP AND DYE SET	269.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,825.96
TRICO MECHANICAL SERVICES	AC MAINTENANCE-BANK	1,028.15
VOSS LIGHTING	JANITORIAL SUPPLIES	115.50
WESTLAKE ACE HARDWARE	PUMP SIPHON, PAINT SUPPLIES	61.52
		<hr/>
		\$ 143,186.15

CEMETERY

CENTURY LINK	MONTHLY SERVICE-2019-9-22	4.71
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-9-23	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	1,506.62
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	62.26
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	17.74
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	22.06
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-25	111.08
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	211.19
		<hr/>
		\$ 2,019.05

STREETS

ALFRED BENESCH & COMPANY	CAPEHART RD IMPROVEMENTS	7,703.25
ASPHALT & CONCRETE MATERIALS	ASPHALT	1,109.86
CENTURY LINK	MONTHLY SERVICE-2019-9-22	42.43
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-9-23	274.17
DC ELECTRIC/HEARTLAND LIGHTING	BORE UNDER MISSION AND FRANKLIN FOR LIGHT POLE WORK	2,950.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	40,533.18
INDEPENDENT SALT CO	DE-ICING SALT	7,392.91
J & J SMALL ENGINE SERVICE	SAW BLADES	28.95
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	1,764.37
MARTIN PRODUCTS SALES, LLC	BULK OIL	284.90
MENARDS	SHOVELS, MAIL POST KIT	87.83
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	955.05
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	271.45
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	319.54
METRO COUNT (USA)	TRAFFIC COUNTERS, CABLE	7,540.00
MID-AMERICAN SIGNAL	INTERSECTION RADAR SENSOR	8,100.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-25	14,781.94
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET AND SERVICE-2019-9-27	74,535.14
OMNI	ASPHALT	354.29
PRECISE MRM LLC	POOLED DATA	121.77
READY MIXED CONCRETE COMPANY	CONCRETE	7,212.83
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	4,718.37
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	13.42
		<hr/>
		\$ 181,095.65

MINUTE RECORD

CLAIMS FOR OCTOBER 15, 2019

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FLEET MAINTENANCE

911 CUSTOM, LLC	STROBE LIGHTS FOR NEW CRUISERS, MIRROR KITS	187.65
A&L HYDRAULICS, INC	SNOW PLOW CYLINDER, REBUILD CYLINDER	479.62
AA WHEEL & TRUCK SUPPLY, INC	PARTS	30.16
ALLIED OIL & TIRE COMPANY	OIL	249.33
ASPEN EQUIPMENT CO	AIR CHAMBER, SRING EXTENSION, LIFT CYLINDERS	5,098.60
AUTO VALUE PARTS - SOUTH OMAHA	STARTER, SENSORS, VALVES	319.65
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, WINTER BLADES, SEALANT	3,093.05
BAUM HYDRAULICS CORP	BOLT FLANGE W/COLLAR	50.22
BAXTER CHRYSLER DODGE JEEP	OIL SWITCH, RELAY, NOZZLE	170.32
BAXTER FORD	RELAYS, JEWELS, SENSORS, GASKETS, PARTS	254.08
BELLEVUE TIRE & AUTO SERVICE	TIRES	496.00
CAPE TRUCK ACCESSORIES	FLOOR MATS	109.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	28.54
CENTURY LINK	MONTHLY SERVICE-2019-9-22	33.00
CORNHUSKER INTERNATIONAL TRUCKS	TUBE, BOLTS, HOSES, CLAMPS, ABS MODULE,	2,880.50
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-9-23	107.39
DANIELSON / TECH SUPPLY	SERVICE CHARGE FOR HOIST, ROTARY SMART LIFT	13,614.90
DILLON BROTHERS H-D BUELL	JIFFYSTAND LEGS, FLAGS	262.53
DRAKE WILLIAMS STEEL	RAILS FOR SNOW PLOWS	780.00
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	19,510.81
EQUIPMENT TECHNOLOGY, LLC	FILTERS	151.11
FACTORY MOTOR PARTS CO	OIL FILTER, OXYGEN SENSOR, GASKETS	117.90
FARM PLAN	DRY CHARGED BATTERY	390.63
GCR TIRES & SERVICE	ALIGNMENT, TIRES	1,901.63
GRIZZLY INDUSTRIES, INC	DRILL PRESS	4,114.00
HEAVY DUTY SPECIALISTS	CLAMPS	31.76
HOSE & HANDLING, INC	AIR COMPRESSOR FITTINGS	12.18
IDENTIFIX INC	RENEW IDENTIFIX SUBSCRIPTION	1,428.00
INLAND TRUCK PARTS CO	REPROGRAM ABS MODULE, DRAIN PLUGS, VALVES	470.88
INTERSTATE BATTERIES	BATTERIES	2,880.74
J & J SMALL ENGINE SERVICE	HYD PUMP, HYD HOSE ASSEMBLY, FUEL PUMP	840.41
JIM HAWK TRUCK TRAILERS	PURGE VALVE, DRYER CARTRIDGES	426.60
JONES AUTOMOTIVE	CIRCUIT BOARD	175.62
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	19.56
KRIHA FLUID POWER CO	FITTINGS, ELBOWS	654.90
LOGAN CONTRACTORS SUPPLY	AIR LINE FILTER	305.29
MACQUEEN EQUIPMENT, LLC	SWITCH PRESS	83.75
MENARDS	SUPPLIES, CABLE, LUMBER, HINGES	354.29
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	466.95
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	145.54
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	182.32
MIDLANDS AUTO REPAIR	ALIGNMENT	70.00
NAPA AUTO PARTS	PARTS, SWITCH, FILTERS, LAMPS, CONNECTORS, PLUGS, VALVES	1,884.72
NEBRASKA IOWA INDUSTRIAL FASTENERS	CLAMPS, NUTS, DRILL BITS, SOCKETS, WASHERS, SUPPLIES	273.96
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-25	1,238.55
O'REILLY AUTOMOTIVE PARTS	PARTS	43.95
P&M HARDWARE	BELTS, COLLAR, BELTS, WHEEL BEARINGS	725.52
PAUL LUCHT & SONS	ALIGNMENT	299.00
POWERPLAN	PIN FASTENERS, BUSHINGS, SNAP RINGS	323.45
SCHAEFFER MANUFACTURING CO	GREASE TUBES	382.50
SUPERIOR SIGNALS	SPOT LIGHT	92.50
SWAN ENGINEERING	O-RINGS	14.81

MINUTE RECORD

CLAIMS FOR OCTOBER 15, 2019

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FLEET MAINTENANCE (copy)

THERMO KING CHRISTENSEN	REPLACEMENT JAWS FOR BOOSTER CABLE	76.74
TITAN MACHINERY	SEAL, DIFFERENTIAL PARTS	2,098.65
TOMASEK MACHINE SHOP	FLAT BARS WITH BEARING HOLES	225.00
TOOL SHED	REAMER, CUT OFF WHEELS	254.67
TY'S OUTDOOR POWER & SERVICE	ROCKER SWITCH	51.16
UPS STORE	FREIGHT TO SEND PISTONS FOR REPAIR	267.27
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	701.82
VOGEL WEST	SAFETY ORANGE PAINT	275.95
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	78.40
WATEROUS COMPANY	PRIMING PUMP	1,735.33
WELDON PARTS INC	YELLOW STROBE LIGHTS, JUNCTION BOX	240.04
WESTLAKE ACE HARDWARE	SUPPLIES	5.91
		<hr/>
		\$ 74,269.31

PLANNING

CENTURY LINK	MONTHLY SERVICE-2019-9-22	14.14
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	3,109.92
INDOFF	OFFICE SUPPLIES	51.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	668.48
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	93.39
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	21.67
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	26.10
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-16	259.22
SUBURBAN NEWS ADV	LEGAL AD	25.01
		<hr/>
		\$ 4,268.93

PERMITS & INSPECTIONS

BELLEVUE PRINTING COMPANY	COB APPROVAL STICKERS	310.65
CENTURY LINK	MONTHLY SERVICE-2019-9-22	23.57
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	13,484.70
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	249.04
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	82.27
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	103.83
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-16	345.62
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	485.44
		<hr/>
		\$ 15,085.12

POLICE/CODE ENFORCEMENT

AWAREITY	THREAT TIPS FOR OFFICERS	33.00
BELLEVUE FORT CROOK, LLC	RENT FOR K9 UNIT-NOV 2019	1,200.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	107.15
CENTURY LINK	MONTHLY SERVICE-2019-9-22	431.64
CITY OF LAVISTA	BASIC MATERIALS	204.24
CITY OF PAPILLION	FORENSIC SOFTWARE	2,300.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-9-23	83.39
DAGMAR JENSEN	REIMB TRAINING EXPENSES	586.50
DANIEL GERMAN	ADVANCE FOR TRAINING	167.50
ELITE K-9, INC	LEASH, HARNESS FOR NEW DETECTION K9	116.27
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	134,512.74
ERWIN'S JEWELRY	RETIREMENT CLOCK-VAN HOUTEN	95.00
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	350.00
GREAT PLAINS UNIFORMS	SHOULDER PATCHES	1,500.00

MINUTE RECORD

CLAIMS FOR OCTOBER 15, 2019

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POLICE/CODE ENFORCEMENT (cont'd)

GT DISTRIBUTORS, INC	MARKING ROUNDS	937.30
IDEAL IMAGES, INC	UNIFORMS	1,326.00
INFOSAFE SHREDDING	SHREDDING SERVICE-OCT 2019	120.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	175.07
LP POLICE	MONTHLY PLAN-SEP 2019	129.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	497.83
MENARDS	CONCRETE SEALER, SUPPLIES	95.79
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	3,654.55
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	854.36
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	1,647.39
NEBRASKA LAW ENFORCEMENT	FIREARMS INST RECERTIFICATION	104.00
NICHOLAS GREINER	ADVANCE FOR TRAINING	167.50
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-16	6,302.53
PLIBRICO REFRACTORY CONSTRUCTION	REFRIGERANT LINE WIRING AND REPAIRS, REPLACE CONDENSATION PUMP	3,047.11
QUE TEL CORP	ANNUAL TECHNICAL SUPPORT THRU OCT 2020	2,174.00
SARPY COUNTY TREASURER	LRMS JOINT INFORMATION	78,741.23
SARPY COUNTY TREASURER (FISCAL	1ST QTR 2019-2020-OCT THRU DEC 2019	3,877.00
TIMOTHY J HRBEK	OCT 2019-ANNUAL SETTLEMENT THRU 2030	15,528.00
U.S. CELLULAR	MONTHLY SERVICE-2019-9-10	237.17
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	13,330.17
VERIZON WIRELESS	MONTHLY SERVICE-2019-9-21	341.37
VOSS SIGNS LLC	REPLACE SIGN HOLDERS	238.60
		\$ 275,214.35

FIRE & RESCUE

CENTURY LINK	MONTHLY SERVICE-2019-9-22	120.15
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-9-23	576.95
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	71,281.09
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	2,023.45
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	503.34
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	777.89
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-25	8,525.03
SARPY COUNTY TREASURER (FISCAL	1ST QTR 2019-2020-OCT THRU DEC 2019	2,714.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	6,025.37
		\$ 92,547.27

NON-DEPARTMENTAL/CONTRACTS

AMERICAN NATIONAL BANK	SID 147-BLACKHAWK-WIRE FEE	20.00
CENTURY LINK	MONTHLY SERVICE-2019-9-19	768.72
CORE BANK	SID 147-BLACKHAWK-WARRANTS	400,390.34
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-9-23	430.81
KISSEL, KOHOUT, ES ASSOCIATES, LLC	LEGISLATIVE SERVICES THRU SEPT 2020	9,305.21
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-NOV 2019	13,406.75
		\$ 424,321.83

INFORMATION TECHNOLOGY

DELL MARKETING L.P.	LAPTOP	1,814.95
SARPY COUNTY TREASURER (FISCAL	1ST QTR 2019-2020-OCT THRU DEC 2019	23,205.00
		\$ 25,019.95

MINUTE RECORD

CLAIMS FOR OCTOBER 15, 2019

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WASTEWATER

CENTURY LINK	MONTHLY SERVICE-2019-9-22	56.71
CITY OF OMAHA	SEWER FEES-JULY 2019	467,336.70
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-9-23	83.39
EMPLOYEE BENEFITS SYSTEMS	HEALTH INSURANCE-OCT 2019	9,958.58
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	47.52
METLIFE GROUP BENEFITS	DENTAL INSURANCE-OCT 2019	373.56
METLIFE GROUP BENEFITS	LIFE INSURANCE-OCT 2019	95.29
METLIFE GROUP BENEFITS	LTD INSURANCE-OCT 2019	115.73
NEUVIRTH CONSTRUCTION, INC	LEAWOOD LIFT STATION ABANDONMENT PROJECT	126,875.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-25	3,064.79
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES	2,564.89
		<u>\$ 610,572.16</u>

COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-9-25	204.72
		<u>\$ 204.72</u>

FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE-20199-23	120.03
		<u>\$ 120.03</u>

TOTAL CLAIMS FOR OCTOBER 15, 2019	<u>\$ 2,108,927.81</u>
TOTAL PAYROLL FOR OCTOBER 4, 2019	<u>\$ 1,082,891.27</u>



City of Bellevue
Office of the City Administrator

**TOPIC FOR CONSIDERATION
FOR CITY COUNCIL AGENDA**

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

Name: John Masters
Address: 908 Kasper st #322 Bellevue, NE 68147
Telephone number: (402) 515-6884
Email address: Mastersj75@gmail.com
Date of Request: 10/03/19

Description of Requested Topic: (Please be as specific as possible)

Raise the minimum wage in the city of Bellevue. As of January
1st 2016 the state minimum wage is \$9.00/hr. I would like
to see the city take care of its vulnerable citizens by making
sure they have a livable income. I would like to see the city
hold its corporations to a higher standard, by making sure
even the entry level employees that work full time can provide
the basics! I would like to see at least a \$12/hr minimum \$4.25 + prod.
I would like to speak on the impact of the current wage.
I would like to encourage our council to support our poorest
citizens of our city. Nebraska has no law saying a city
cannot set its own minimum wage. Lets raise our standards
Raise our minimum wage!

10a.
10/15/19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/15/2019		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval of Special Designated Liquor License for Paul R. Klabunde dba "Century Lounge"

SYNOPSIS/BACKGROUND:

Century Lounge would like to be able to sell beer, wine, and distilled spirits during a Halloween Party to include a beer garden on October 31st (Alternate Date: November 1st), from 12:00 p.m. to 12:00 a.m. SDL Applications are turned in directly to the City Clerk's Office. Application is 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).

FISCAL IMPACT:: 40.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval of a Special Designated Liquor License for Paul R. Klabunde dba "Century Lounge" on Thursday, October 31, 2019 from 12:00 p.m. to 12:00 a.m. for a Halloween Party at 2109 Franklin Street, Bellevue - Alternate Date: Friday, November 1, 2019 (City Clerk)

ATTACHMENTS:

1. SDL Application	2. Police Report	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Breckbill
[Signature]
[Signature]

NEBRASKA LIQUOR CONTROL COMMISSION

PHONE: (402) 471-2571

Website: www.lcc.nebraska.gov

**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

Paul R Klabunde

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

2109 Franklin St. Bellevue, NE 68005

Retail Liquor License Address or Non-Profit Business Address

C-13859

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

10-31-19

Event Start Time(s):

12:00pm

Event End Time(s):

12:00am

Alternate Date:

11-1-19

Alternate Location Building & Address:

N/A

Event Building Name:

Century Lounge

Event Street Address/City:

2109 Franklin St Bellevue, NE 68005

Indoor area to be licensed in length & width: X

Outdoor area to be licensed in length & width: 42 X 50 (Diagram Form #109 must be attached)

Type of Event:

Halloween Party

Estimate # of attendees:

150-200

Type of alcohol to be served:

Beer X

Wine X

Distilled Spirits X

(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name:

Jennifer Filley

Event Contact Phone Number:

402-291-6266

Event Contact Email:

Century2109@cox.net

*Signature Authorized Representative:

Monica A. Minge

Printed Name

Monica A. Minge

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

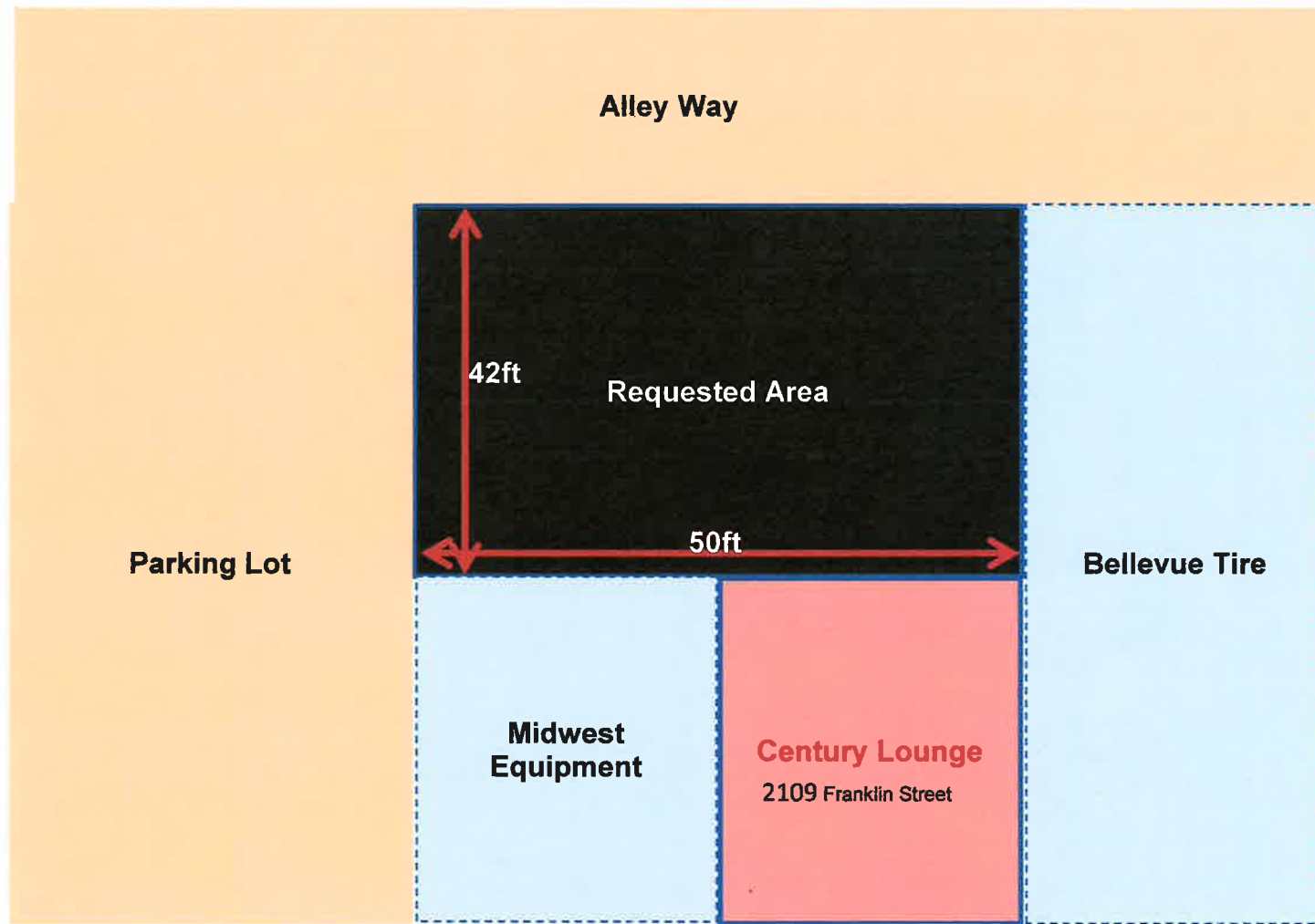
*Non-Profit Organization – Must be signed by a Corporate Officer

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



**APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE**

POLICE REPORT

DATE OF COUNCIL MEETING: 10.15.19 Due to City Clerk: As soon as you can

APPLICANT: Paul R. Klabunde dba "Century Lounge"

LOCATION/ADDRESS: 2109 Franklin St, Bellevue 68005

REQUESTED ACTION: Approval to recommend approving a Special Designated Liquor License for Paul R. Klabunde dba "Century Lounge", 2109 Franklin St, Bellevue 68005, for a Halloween Party, on Thursday, October 31, 2019, from 12:00 p.m. to 12:00 a.m. (Alternate Date Friday, November 1, 2019)

COMMENTS:

I spoke to applicant Jennifer Filley & there
there will not be any live music.

I also spoke with Jen at Midwest Equip
& they have no objection to this event
or site plan.

Approved

Capt J.A. Klabunde 10-8-19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/15/2019	SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Recommend approval of Special Designated Liquor License for Willow Springs Bottling Co., dba "Cornhusker Beverage Mart"

SYNOPSIS/BACKGROUND:

Cornhusker Beverage Mart would like to be able to sell beer, wine, and distilled spirits for a Wine Tasting on Friday, November 22nd at Daniel Gross High School, 7700 South 43rd Street, Bellevue, from 4:00 p.m. to 11:00 p.m. SDL Applications are turned in directly to the City Clerk's Office. Application is 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).

FISCAL IMPACT: \$ 40.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval of a Special Designated Liquor License for Willow Spring Bottling Co., dba "Cornhusker Beverage Mart" on Friday, November 22, 2019 from 4:00 p.m. to 11:00 p.m. for a Wine Tasting at Daniel Gross High School, 7700 South 43rd Street, Bellevue.

ATTACHMENTS:

1. SDL Application	2. Police Report	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Rollins
[Signature]

NEBRASKA LIQUOR CONTROL COMMISSION
PHONE: (402) 471-2571
Website: www.lcc.nebraska.gov

**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

Willow Springs Bottling Co. Inc. DBA Cornhusker Beverage Mart

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

8510 K Street Omaha, NE 68127

Retail Liquor License Address or Non-Profit Business Address

CK117309

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 11/22/19

Event Date(s): _____

Event Start Time(s): 4pm _____

Event End Time(s): 11pm _____

Alternate Date: none _____

Alternate Location Building & Address: _____

Event Building Name: Daniel Gross High School

Event Street Address/City: 7700 South 43rd Street, Bellevue 68147

Indoor area to be licensed in length & width: 220 X 110

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

Type of Event: Fund raiser Wine tasting **Estimate # of attendees:** 175

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: James Sobczyk **Event Contact Phone Number:** 402-216-4168

Event Contact Email: info@cornhuskerbeverage.com

***Signature Authorized Representative:** James J Sobczyk **Printed Name** James J Sobczyk

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

APPLICATION FOR LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 10-15-19 Date Due to City Clerk: 10-09-19

APPLICANT: Willow Springs Bottling Co., Inc. dba Cornhusker Beverage Mart

LOCATION/ADDRESS: 8510 K Street, Omaha, NE 68127

REQUESTED ACTION: Recommendation for approval of a Special Designated Liquor License for Willow Springs Bottling Co., Inc. dba "Cornhusker Beverage Mart" at 7700 South 43rd Street, Bellevue 68147, on Friday, November 22, 2019 from 4:00 a.m. to 11:00 P.M. for a Fundraiser Wine Tasting Event

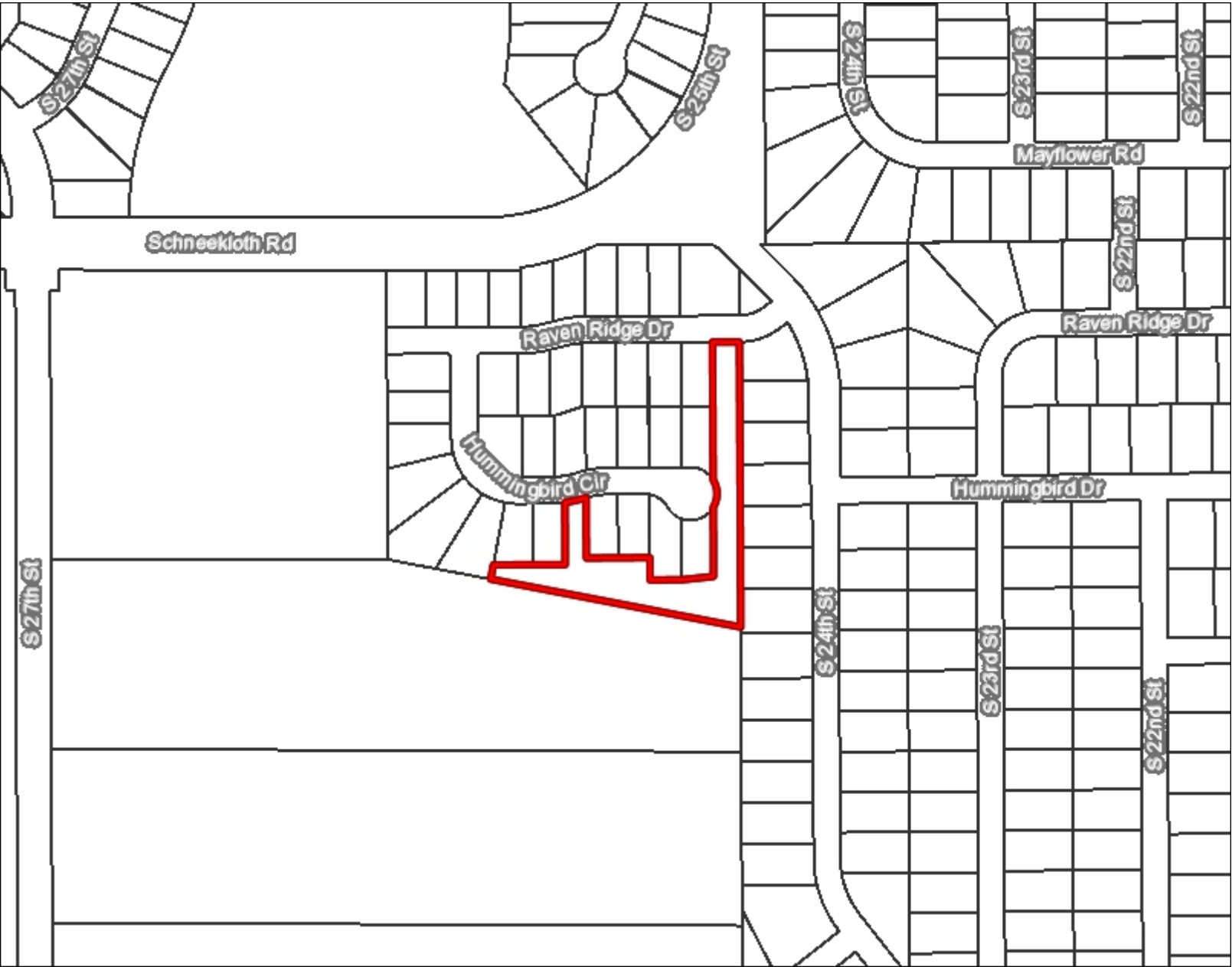
CONTACT PERSON James Sobczyk

PHONE NUMBER 402.216.4168

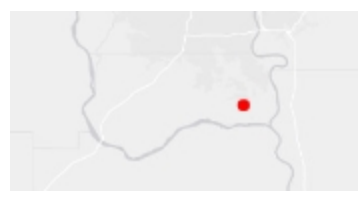
COMMENTS:

OK - No conflicts Capt. [Signature] Miss SPD

Lot 37, Orchard Valley



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

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

13a.
10/15/19

COUNCIL MEETING DATE:	October 15, 2019	AGENDA ITEM TYPE:
		SPECIAL PRESENTATION <input type="checkbox"/>
SUBMITTED BY: Tammi Palm, Land Use Planner		ORDINANCE <input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input checked="" type="checkbox"/>
		RESOLUTION <input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS <input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT <input type="checkbox"/>
		OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

Request to Annex Lot 37, Orchard Valley. Applicant City of Bellevue.

SYNOPSIS:

This annexation is part of the City of Bellevue's ongoing annexations.

BACKGROUND

Lot 37 is part of Orchard Valley that was previously annexed by the City of Bellevue. Lot 37 was inadvertently omitted in Ordinance No. 3971 approved on October 1, 2019 by City Council. The Planning Commission has recommended approval of this annexation.

FISCAL IMPACT: \$ 0.00 **BUDGETED FUNDS?** N/A **GRANT/MATCHING FUNDS?** N/A

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? N/A		COUNTER-PARTY:		INTERLOC N/A	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED <input type="checkbox"/>	
CIP PROJECT NAME:			CIP PROJECT NUMBER:		
MAPA NAME(S):			MAPA NUMBER(S):		
STREET DISTRICT NAME(S):			STREET DISTRICT NUMBER(S):		
ACCOUNTING DISTRIBUTION CODE:			ACCOUNT NUMBER:		

RECOMMENDATION:

To approve ordinance to annex to the City of Bellevue, Sarpy County, Nebraska, Lot 37, Orchard Valley.

ATTACHMENTS:

1 Ordinance No. 3976 2 3	4 5 6
--------------------------------	-------------

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:



ORDINANCE NO. 3976

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:

Lot 37, Orchard Valley

AND ALL ABUTTING COUNTY ROAD RIGHTS-OF-WAY

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 on December 6, 2019.

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**

13b.
10/15/19

COUNCIL MEETING DATE:	October 15, 2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
SUBMITTED BY: Legal Department		ORDINANCE	<input checked="" type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input type="checkbox"/>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>
		PUBLIC HEARING REQUIRED	<input checked="" type="checkbox"/>
		PUBLIC HEARING REQUIRED	<input type="checkbox"/>
		PUBLIC HEARING REQUIRED	<input type="checkbox"/>

SUBJECT:

Amend Section 2-28 of the Bellevue City Code pertaining to executive sessions.

SYNOPSIS:

An Ordinance to Amend section 2-28 of the Bellevue City Code pertaining to executive sessions of the City Council.

BACKGROUND

There are several policy resolutions that require to be updated. Section 2-28 of the Bellevue City Code should be updated to assign a consequence in the event a person disseminates confidential information that was discussed in executive session.

FISCAL IMPACT: \$ 0.00

BUDGETED FUNDS? N/A

GRANT/MATCHING FUNDS? N/A

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? N/A		COUNTER-PARTY:		INTERLOC N/A	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED <input type="checkbox"/>	
CIP PROJECT NAME:			CIP PROJECT NUMBER:		
MAPA NAME(S):			MAPA NUMBER(S):		
STREET DISTRICT NAME(S):			STREET DISTRICT NUMBER(S):		
ACCOUNTING DISTRIBUTION CODE:			ACCOUNT NUMBER:		

RECOMMENDATION:

Approve Ordinance to amend section 2-28 of the Bellevue City Code pertaining to executive sessions.

ATTACHMENTS:

1 Red-lined Section 2-28	4
2 Clean-Section 2-28	5
3 Ordinance # 3977	6

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

A. Bruce Bowlin

[Signature]

[Signature]

ORDINANCE NO. 3977

AN ORDINANCE TO AMEND SECTION 2-28 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO EXECUTIVE SESSIONS OF THE CITY COUNCIL; 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 2-28 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-28. – Public, except for executive sessions.

- (a) All regular and special meetings of the city council shall be public; provided, that the city council may hold executive sessions during a regular or special meeting from which the public may be excluded for the purpose of considering matters which are not of a nature of public dissemination, but no formal action may be taken at the executive session.
- (b) No member of the city council, employee of the city or any other person present during an executive session of the council shall disclose to any person the content or substance of any discussion which took place during such executive session unless the city council shall authorize the disclosure of such information by majority vote.
- (c) Any dissemination or disclosure of information that was discussed or disclosed during executive session may result in an allegation of misconduct towards any elected official or disciplinary action being initiated for any employee of the city. Any individual attending an executive session whom is neither an elected official or a city employee will be required to sign a confidentiality agreement in order to participate in said executive session.

Section 2. That Section 2-28 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 October 30, 2019.

ADOPTED by the Mayor and City Council this ____ day of _____, 2019.

ATTEST:

Mayor, Rusty Hike

City Clerk

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

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 3977

AN ORDINANCE TO AMEND SECTION 2-28 OF THE BELLEVUE MUNICIPAL CODE PERTAINING TO EXECUTIVE SESSIONS OF THE CITY COUNCIL; 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 2-28 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 2-28. – Public, except for executive sessions.

- (a) All regular and special meetings of the city council shall be public; provided, that the city council may hold executive sessions during a regular or special meeting from which the public may be excluded for the purpose of considering matters which are not of a nature of public dissemination, but no formal action may be taken at the executive session.
- (b) No member of the city council, employee of the city or any other person present during an executive session of the council shall disclose to any person the content or substance of any discussion which took place during such executive session unless the city council shall authorize the disclosure of such information by majority vote.
- (c) Any dissemination or disclosure of information that was discussed or disclosed during executive session may result in an allegation of misconduct towards any elected official or disciplinary action being initiated for any employee of the city. Any individual attending an executive session whom is neither an elected official or a city employee will be required to sign a confidentiality agreement in order to participate in said executive session.

Section 2. That Section 2-28 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 October 30, 2019.

ADOPTED by the Mayor and City Council this ____ day of _____, 2019.

ATTEST:

Mayor, Rusty Hike

City Clerk

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

APPROVED AS TO FORM:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
10/15/19

COUNCIL MEETING DATE: 10-15-2019	AGENDA ITEM TYPE:
	SPECIAL PRESENTATION <input type="checkbox"/>
SUBMITTED BY: Legal Department	ORDINANCE <input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input checked="" type="checkbox"/>
	RESOLUTION <input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CURRENT BUSINESS <input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
	CONSENT <input type="checkbox"/>
	OTHER (SEE CLERK) <input type="checkbox"/>

SUBJECT:

~~Amend section 2-28 of the Bellevue City Code pertaining to executive sessions.~~
Add section 2-208 to the City Code pertaining to conduct.

SYNOPSIS:

An Ordinance to Amend Article IV, Chapter 2, of the Bellevue City Code by adding a new section 2-208 regarding removal of elected officials for misconduct.

BACKGROUND

There are several codes that require to be updated. Article IV, Chapter 2, of the Bellevue City Code should be amended to add section 2-208 to comply with Nebraska Revised Statutes Section 16-217& 35-568(3).

FISCAL IMPACT: \$ 0.00	BUDGETED FUNDS? N/A	GRANT/MATCHING FUNDS? N/A

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? N/A	COUNTER-PARTY:	INTERLOC N/A
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED <input type="checkbox"/>
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
MAPA NAME(S):	MAPA NUMBER(S):	
STREET DISTRICT NAME(S):	STREET DISTRICT NUMBER(S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

An Ordinance to amend Article IV, Chapter 2, of the Bellevue City Code by adding a new section 2-208 regarding removal of elected officials for misconduct.

ATTACHMENTS:

1 Ordinance No. 3978	4
2	5
3	6

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:



ORDINANCE NO. 3978

AN ORDINANCE TO AMEND ARTICLE IV, CHAPTER 2, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2-208 REGARDING REMOVAL OF ELECTED OFFICIAL FOR MISCONDUCT 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 2-208 of Chapter 2, Article IV of the Bellevue Municipal Code is hereby added to read as follows:

Sec. 2-208. Removal of Elected Official for Misconduct.

Any elected official of the City may be removed from office for misconduct. Misconduct has been outlined in Policy Resolution 35, however said misconduct is not an exhaustive list of misconduct. Removal from office for misconduct may be initiated as follows:

- a. Upon the filing of written charges signed and verified by the person(s) making the claim(s) and provided to the City Clerk within sixty (60) days of the alleged incident. The City Clerk shall then provide a copy of the written charges to the City Administrator who shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution. The Resolution shall set the time for hearing on the charges not less than five (5) days nor more than fourteen (14) days subsequent to the passage of such Resolution.
- b. At such hearing, the official whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council regarding the allegations made against him or her. These matters may be held in closed session upon the majority vote and approval of the remaining council members and mayor.
- c. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the council.
- d. If upon such hearing, the council shall by a three-fourths vote of all the council members (with the exception of the official who is charged with the misconduct), find or determine that the official in question is guilty of misconduct rendering him or her an unfit person to hold such office, then the city council may declare such office vacant and such office shall then be vacant forthwith. The City Council may impose sanctions as outlined in Policy Resolution 35 other than removal of office if they deem a lesser sanction is appropriate or warranted.
- e. If there is a vacancy on the city council or a vacancy of the Mayor, such vacancy shall be filled pursuant to Neb. Rev. Stat. § 35-568(3).

Section 3. This Ordinance shall take effect and be in full force October 30, 2019.

(State law reference: Neb. Rev. Stat. 16-217, 35-568(3))

ADOPTED by the Mayor and City Council this ____ day of _____, 2019.

ATTEST:

Mayor, Rusty Hike

City Clerk

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

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 3978

AN ORDINANCE TO AMEND ARTICLE IV, CHAPTER 2, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 2-208 REGARDING REMOVAL OF ELECTED OFFICIAL FOR MISCONDUCT 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 2-208 of Chapter 2, Article IV of the Bellevue Municipal Code is hereby added to read as follows:

Sec. 2-208. Removal of Elected Official for Misconduct.

Any elected official of the City may be removed from office for misconduct. Misconduct has been outlined in Policy Resolution 35, however said misconduct is not an exhaustive list of misconduct. Removal from office for misconduct may be initiated as follows:

- a. Upon the filing of written charges signed and verified by the person(s) making the claim(s) and provided to the City Clerk within sixty (60) days of the alleged incident. The City Clerk shall then provide a copy of the written charges to the City Administrator who shall have a Resolution created for the next regularly scheduled City Council meeting. The Resolution shall set a time and place for hearing on the written charges and shall attach the written charges to the Resolution. The Resolution shall set the time for hearing on the charges not less than five (5) days nor more than fourteen (14) days subsequent to the passage of such Resolution.
- b. At such hearing, the official whose conduct shall have been called into question shall have the right to be present to interrogate witnesses, to be represented by counsel, and either in person or by counsel make a statement or argument to the council regarding the allegations made against him or her. These matters may be held in closed session upon the majority vote and approval of the remaining council members and mayor.
- c. The city attorney shall act as prosecuting attorney and shall have the right to examine or cross examine each witness presented and to make any statement or argument to the council.
- d. If upon such hearing, the council shall by a three-fourths vote of all the council members (with the exception of the official who is charged with the misconduct), find or determine that the official in question is guilty of misconduct rendering him or her an unfit person to hold such office, then the city council may declare such office vacant and such office shall then be vacant forthwith. The City Council may impose sanctions as outlined in Policy Resolution 35 other than removal of office if they deem a lesser sanction is appropriate or warranted.
- e. If there is a vacancy on the city council or a vacancy of the Mayor, such vacancy shall be filled pursuant to Neb. Rev. Stat. § 35-568(3).

Section 3. This Ordinance shall take effect and be in full force October 30, 2019.

(State law reference: Neb. Rev. Stat. 16-217, 35-568(3))

ADOPTED by the Mayor and City Council this ____ day of _____, 2019.

ATTEST:

Mayor, Rusty Hike

City Clerk

APPROVED AS TO FORM:

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

City Attorney

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

13c1.
10/15/19

COUNCIL MEETING DATE:	October 15, 2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
SUBMITTED BY:		ORDINANCE	PUBLIC HEARING REQUIRED <input type="checkbox"/>
Legal Department		RESOLUTION	PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input checked="" type="checkbox"/>

SUBJECT:

Amend Policy Resolution 35 regarding Principles of Conduct & Decorum.

SYNOPSIS:

There are several policy resolutions that require to be updated. Policy Resolution 35 should be updated to include sanctions should the policy not be followed.

BACKGROUND

There are several policy resolutions that require to be updated. Policy Resolution 35 should be updated to include sanctions should the policy not be followed.

FISCAL IMPACT: \$ 0.00 BUDGETED FUNDS? N/A GRANT/MATCHING FUNDS? N/A

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT?	N/A	COUNTER-PARTY:		INTERLOC	N/A
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED <input type="checkbox"/>		
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
MAPA NAME(S):		MAPA NUMBER(S):			
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve Policy Resolution 35.

ATTACHMENTS:

- 1 Red-lined Policy Resolution 35
- 2 Clean-Policy Resolution 35
- 3

- 4
- 5
- 6

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

A. Bruce Robbins

POLICY RESOLUTION 35

PRINCIPLES OF CONDUCT AND DECORUM

It is the belief of the members of the Bellevue City Council that the proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that public deliberations and actions be conducted in an atmosphere free from personal animosity and hostility; that governmental decisions and policy be made in proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, the City Council adopts the following principles of conduct and decorum for meetings of the City Council, which rules may be amended and/or rescinded at any time. If any portion of these rules of conduct and decorum are found to conflict with any City ordinance or State law, the provisions of City ordinance or State law shall be followed.

Principles of Conduct and Decorum for Meetings of the City Council.

The principles of conduct and decorum shall consist of the following:

- (a) The Mayor, members of the City Council, City officials and employees shall (i) respect and adhere to the American ideals of government, rule of law, principles of public administration and high ethical conduct in the performance of public duties; (ii) represent and work for the common good of the City and not for any private interest; (iii) refuse to accept gifts of favors or promises of future benefits which might compromise or tend to impair independent judgment or action; and (iv) provide fair and equal treatment for all persons and matters coming before the City Council. Any such violation may be considered misconduct and such person may be subject to removal from office.
- (b) 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. Any such violation may be considered misconduct and such person may be subject to removal from office.

- (c) During City Council meetings, the Mayor, members of the City Council, City officials and employees, or members of the general public shall not, by conversation or otherwise, delay, interrupt, or disrupt the proceedings of the City Council nor disturb any individual while speaking, or refuse to obey the orders of the presiding officer regarding the rules of conduct and decorum. Any such violation may be considered misconduct and such person may be subject to removal from office.
- (d) Any issue presented for consideration by the Mayor, members of the City Council, City officials and employees, or members of the general public, shall be made to the City Council as a body through the presiding officer and shall not be directed solely to the Mayor, any particular member of the City Council, any City official or employee or any member of the general public.
- (e) The use of profane, vulgar, inflammatory, threatening, abusive or disparaging language or racial or ethnic slurs directed at the Mayor, any particular member of the City Council, any City official or employee or any member of the general public shall not be tolerated. Any such violation may be considered misconduct and such person may be subject to removal from office.
- (f) The Mayor, members of the City Council and City officials shall not knowingly violate any statute or lawfully adopted rule or regulation relating to his/her official duties. Any such violation may be considered misconduct and such person may be subject to removal from office.
- (g) The Mayor, members of the City Council and City officials shall not commit a wrongful or unjust doing of some act in which the doer has no right to perform, or which he/she has stipulated by contract not to do. Any such violation may be considered misconduct and such person may be subject to removal from office.

SANCTIONS.

Sanctions permissible to be imposed shall consist of the following:

- (a) A vacancy may exist on the City Council if a Council member is absent more than a third of the regular meetings, and a vacancy shall exist on the City Council if a Council member is absent more than five consecutive regular meetings, unless the absences are excused by a majority vote of the remaining members. This procedure, by law, requires notice and a hearing be provided to the Council member pursuant to Neb. Rev. Stat. § 19-3101.
- (b) Members of the public who do not follow proper decorum after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council chambers.
- (c) City Council members or the mayor who intentionally or repeatedly do not follow proper decorum may be reprimanded, formally censured by the Council and/or lose seniority or other committee assignments. Serious infractions of the code of conduct could lead to other sanctions as deemed appropriate by the City Council, including removal of the elected official for misconduct as outlined in Section 2-208 of the City Code.
- (d) It is the responsibility of the City Administrator to initiate action if an elected official's behavior may warrant sanction or if a complaint is brought against an elected official.
- (e) If a violation is outside the observed behaviors of the Mayor or City Council, the alleged violation should be reported to the City Administrator who will then investigate on the report and take the next appropriate action.
- (f) These actions can be, but are not limited to: discussing and counseling the individual on violations; recommending sanction to the full City Council to consider in a public meeting; filing of written charges pursuant to Sec. 2-208 of the Bellevue City Code, or

recommend any other sanction options for Council
consideration as he/she deems fit.

Adopted: 4/28/03
Reviewed: 10/07
3/09
1/11
1/13
Revised: 09/19

POLICY RESOLUTION 35

PRINCIPLES OF CONDUCT AND DECORUM

It is the belief of the members of the Bellevue City Council that the proper operation of democratic government requires that public officials and employees be independent, impartial and responsible to the people; that public deliberations and actions be conducted in an atmosphere free from personal animosity and hostility; that governmental decisions and policy be made in proper channels of the government structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, the City Council adopts the following principles of conduct and decorum for meetings of the City Council, which rules may be amended and/or rescinded at any time. If any portion of these rules of conduct and decorum are found to conflict with any City ordinance or State law, the provisions of City ordinance or State law shall be followed.

Principles of Conduct and Decorum for Meetings of the City Council.

The principles of conduct and decorum shall consist of the following:

- (a) The Mayor, members of the City Council, City officials and employees shall (i) respect and adhere to the American ideals of government, rule of law, principles of public administration and high ethical conduct in the performance of public duties; (ii) represent and work for the common good of the City and not for any private interest; (iii) refuse to accept gifts of favors or promises of future benefits which might compromise or tend to impair independent judgment or action; and (iv) provide fair and equal treatment for all persons and matters coming before the City Council. Any such violation may be considered misconduct and such person may be subject to removal from office.
- (b) 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. Any such violation may be considered misconduct and such person may be subject to removal from office.

- (c) During City Council meetings, the Mayor, members of the City Council, City officials and employees, or members of the general public shall not, by conversation or otherwise, delay, interrupt, or disrupt the proceedings of the City Council nor disturb any individual while speaking, or refuse to obey the orders of the presiding officer regarding the rules of conduct and decorum. Any such violation may be considered misconduct and such person may be subject to removal from office.
- (d) Any issue presented for consideration by the Mayor, members of the City Council, City officials and employees, or members of the general public, shall be made to the City Council as a body through the presiding officer and shall not be directed solely to the Mayor, any particular member of the City Council, any City official or employee or any member of the general public.
- (e) The use of profane, vulgar, inflammatory, threatening, abusive or disparaging language or racial or ethnic slurs directed at the Mayor, any particular member of the City Council, any City official or employee or any member of the general public shall not be tolerated. Any such violation may be considered misconduct and such person may be subject to removal from office.
- (f) The Mayor, members of the City Council and City officials shall not knowingly violate any statute or lawfully adopted rule or regulation relating to his/her official duties. Any such violation may be considered misconduct and such person may be subject to removal from office.
- (g) The Mayor, members of the City Council and City officials shall not commit a wrongful or unjust doing of some act in which the doer has no right to perform, or which he/she has stipulated by contract not to do. Any such violation may be considered misconduct and such person may be subject to removal from office.

SANCTIONS.

Sanctions permissible to be imposed shall consist of the following:

- (a) A vacancy may exist on the City Council if a Council member is absent more than a third of the regular meetings, and a vacancy shall exist on the City Council if a Council member is absent more than five consecutive regular meetings, unless the absences are excused by a majority vote of the remaining members. This procedure, by law, requires notice and a hearing be provided to the Council member pursuant to Neb. Rev. Stat. § 19-3101.
- (b) Members of the public who do not follow proper decorum after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council chambers.
- (c) City Council members or the mayor who intentionally or repeatedly do not follow proper decorum may be reprimanded, formally censured by the Council and/or lose seniority or other committee assignments. Serious infractions of the code of conduct could lead to other sanctions as deemed appropriate by the City Council, including removal of the elected official for misconduct as outlined in Section 2-208 of the City Code.
- (d) It is the responsibility of the City Administrator to initiate action if an elected official's behavior may warrant sanction or if a complaint is brought against an elected official.
- (e) If a violation is outside the observed behaviors of the Mayor or City Council, the alleged violation should be reported to the City Administrator who will then investigate on the report and take the next appropriate action.
- (f) These actions can be, but are not limited to: discussing and counseling the individual on violations; recommending sanction to the full City Council to consider in a public meeting; filing of written charges pursuant to Sec. 2-208 of the Bellevue City Code, or

recommend any other sanction options for Council consideration as he/she deems fit.

Adopted: 4/28/03
Reviewed: 10/07
3/09
1/11
1/13
Revised: 09/19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/15/2019		SUBMITTED BY: Tammi Palm, Planning Dept.		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lots 1 - 72, and Outlots A-C, Belle Lago Replat 1, from RG-50-PS and RG-28-PS to RG-8-PS.

SYNOPSIS/BACKGROUND:

HRC Belle Lago, LLC is requesting a change of zone for Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, from RG-50-PS and RG-28-PS to RG 8-PS in order to facilitate a townhome development.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

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

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Rezoning Ordinance #3179	3. <input type="text"/>
4. Staff Report	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]
[Signature]

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: HRC Belle Lago, LLC

LOCATION: Southeast corner of 48th and Capehart Road

CITY COUNCIL HEARING DATE: November 5, 2019

REQUEST: to rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, from RG-50-PS and RG-28-PS, to RG-8-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1; and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, for the purpose of multi-family residential development.

On September 26, 2019, the City of Bellevue Planning Commission voted eight yes, zero no, zero abstained, and one absent to recommend:

APPROVAL of the application based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area, contingent however upon the satisfaction of the technical deficiency referenced in item F on page 5 of the application summary.

VOTE:

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

Planning Commission Hearing (s) was held on: September 26, 2019

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 3

CASE NUMBERS: Z-1907-06
S-1907-05
S-1907-06

FOR HEARING OF:
REPORT #1: August 22, 2019
REPORT #2: September 26, 2019
REPORT #3: November 5, 2019

I. GENERAL INFORMATION

A. APPLICANT:

HRC Belle Lago, LLC
6900 Westown Parkway
Des Moines, IA 50266

B. PROPERTY OWNER:

HRC Belle Lago, LLC
6900 Westown Parkway
Des Moines, IA 50266

C. GENERAL LOCATION:

Southeast corner of 48th Street and Capehart Road

D. LEGAL DESCRIPTION:

Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, located in the Northwest $\frac{1}{4}$ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, NE.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, from RG-50-PS and RG-28-PS to RG-8-PS for the purpose of multi-family residential development
2. Preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1.
3. Final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1.

F. EXISTING ZONING AND LAND USE:

RG-50-PS and RG-28-PS, Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 8.7 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** Capehart Road and Schilling Drive rights-of-way
2. **East:** Single Family Residential, RG-50-PS
3. **South:** Single Family Residential, RS-50-PS
4. **West:** 48th Street right-of-way

C. REVELANT CASE HISTORY:

1. On March 23, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 75, and Outlots A through F, Belle Lago, being a platting of Tax Lot 15, except the irregular 400; located in the Northwest $\frac{1}{4}$ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50; and preliminary plat Lots 1 through 75, and Outlots A through F, Belle Lago. On April 24, 2017 the City Council approved the aforementioned request.

2. On August 24, 2017, the Planning Commission recommended approval of a request to rezone Lots 1 through 107, and Outlots A through H, Belle Lago, being a platting of Tax Lot 14 and Tax Lot 15, located in part of the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$, Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RE, RG-50-PS, and RG-28-PS; site plan approval for the purpose of single family residential and multi-family residential development; and preliminary plat Lots 1 through 107, and Outlots A through H, Belle Lago. On October 9, 2017, the City Council approved the aforementioned request.

3. On October 19, 2017, the Planning Commission recommended approval of a request to final plat Lots 1 through 81, and Outlots A through H, Belle Lago, being a

platting of Tax Lots 14 and 15, located in the Northwest ¼ of Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska. On November 13, 2017, the City Council approved the aforementioned request.

4. On December 20, 2018, the Planning Commission recommended approval of a request to rezone Lots 1 through 121, and Outlots A through G, Belle Lago South, being a replat of Lots 20 through 22, and Outlots B, G, and H, Belle Lago, and a platting of the Southwest ¼ of the Northwest ¼, all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska from AG to RG-50-PS to RG-50-PS for residential development; and preliminary plat Lots 1 through 121, and Outlots A through G, Belle Lago South.

5. On August 22, 2019, the Planning Commission continued a request to rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, from RG-50-PS and RG-28-PS, to RG-8-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1; and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, to the September 26, 2019 Planning Commission meeting.

6. On September 26, 2019, the Planning Commission recommended approval of a request to rezone Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, from RG-50-PS and RG-28-PS, to RG-8-PS for the purpose of multi-family residential development, with site plan approval; preliminary plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1; and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1.

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. MAPA does not show interchange volume for this area.
2. Access will be from newly created private streets off of Lawnwood Drive. There will be no direct access to 48th Street from this development.

D. UTILITIES:

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

E. ANALYSIS:

1. Dave Vogtman, on behalf of HRC Belle Lago, LLC has submitted a request to preliminary plat and final plat Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1.
2. In conjunction with the platting, the applicant is also requesting a change of zone with site plan approval for Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, from RG-50-PS and RG-28-PS to RG-8-PS, for the purpose of multi-family townhome residential development.

The setbacks in the RG-8-PS zone would be as follows:

Front Yard	15 feet
Rear Yard	10 feet
Side Yard	3 feet
Street Side Yard	5 feet

This is a reduction from the typical RG-8 front yard zoning setback; the standard RG-8 lot has a 25 foot front yard setback.

3. The applicant is proposing four-plex townhome units, with each unit on its own lot. Proposed elevations have been provided by the applicant and are attached to this report.
4. This property was previously approved for a 120 unit apartment complex with RG-28-PS zoning. The current application is a reduction in density from the previously approved site plan.
5. The private streets and common areas will be maintained by a Home Owner's Association and will not be the responsibility of the city. There is a note on the site

plan stating such. This will also be laid out in an amendment to the Subdivision Agreement, which has been reviewed by the City Attorney and is attached to this report.

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

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

No other comments were received on this case.

7. The access for this development will be from two newly created private street connections off of Lawnwood Drive. This development will have no direct access to South 48th Street or Capehart Road.

8. A landscape plan has been submitted and is in conformance with the Zoning Ordinance regulations.

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

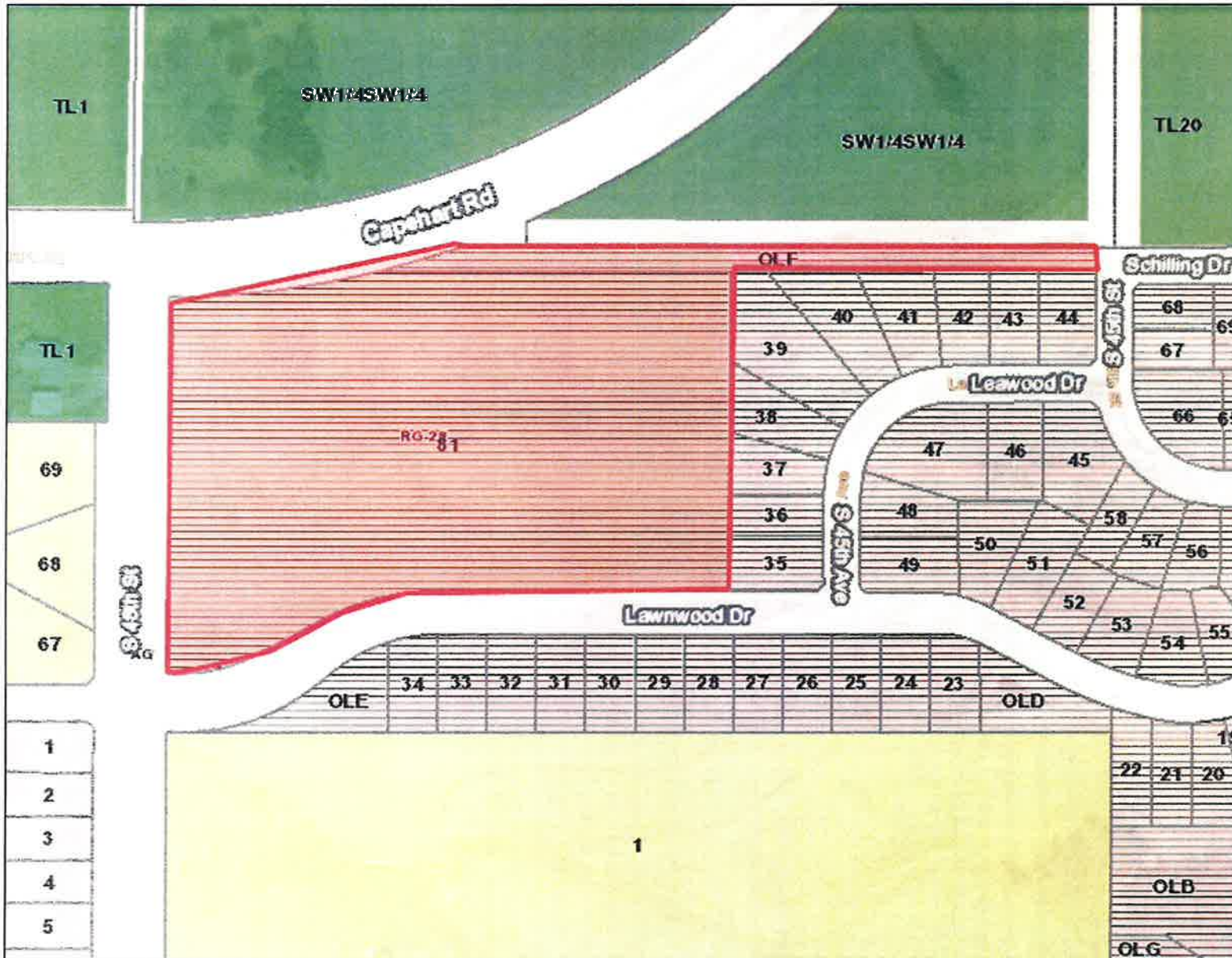
1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Preliminary plat received October 7, 2019
4. Final plat received October 7, 2019
5. Site plan received October 7, 2019
6. Landscape plan received October 7, 2019
7. Elevations received July 22, 2019
8. Amendment to the Subdivision Agreement received October 8, 2019

VII. COPIES OF REPORT TO:

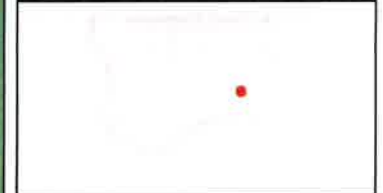
1. HRC Belle Lago, LLC (Dave Vogtman)
2. E & A Consulting Group, Inc. (Mark Westergard)
3. Fullenkamp, Doyle, and Jobeun (Larry Jobeun)
4. Public Upon Request


Prepared by: _____ Date of Report

Belle Lago Replat 1 Zoning Map



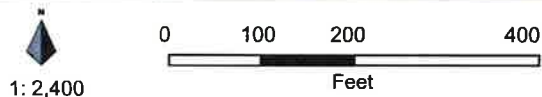
Location



Legend

Road Centerlines
2018 Aerial Photo

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



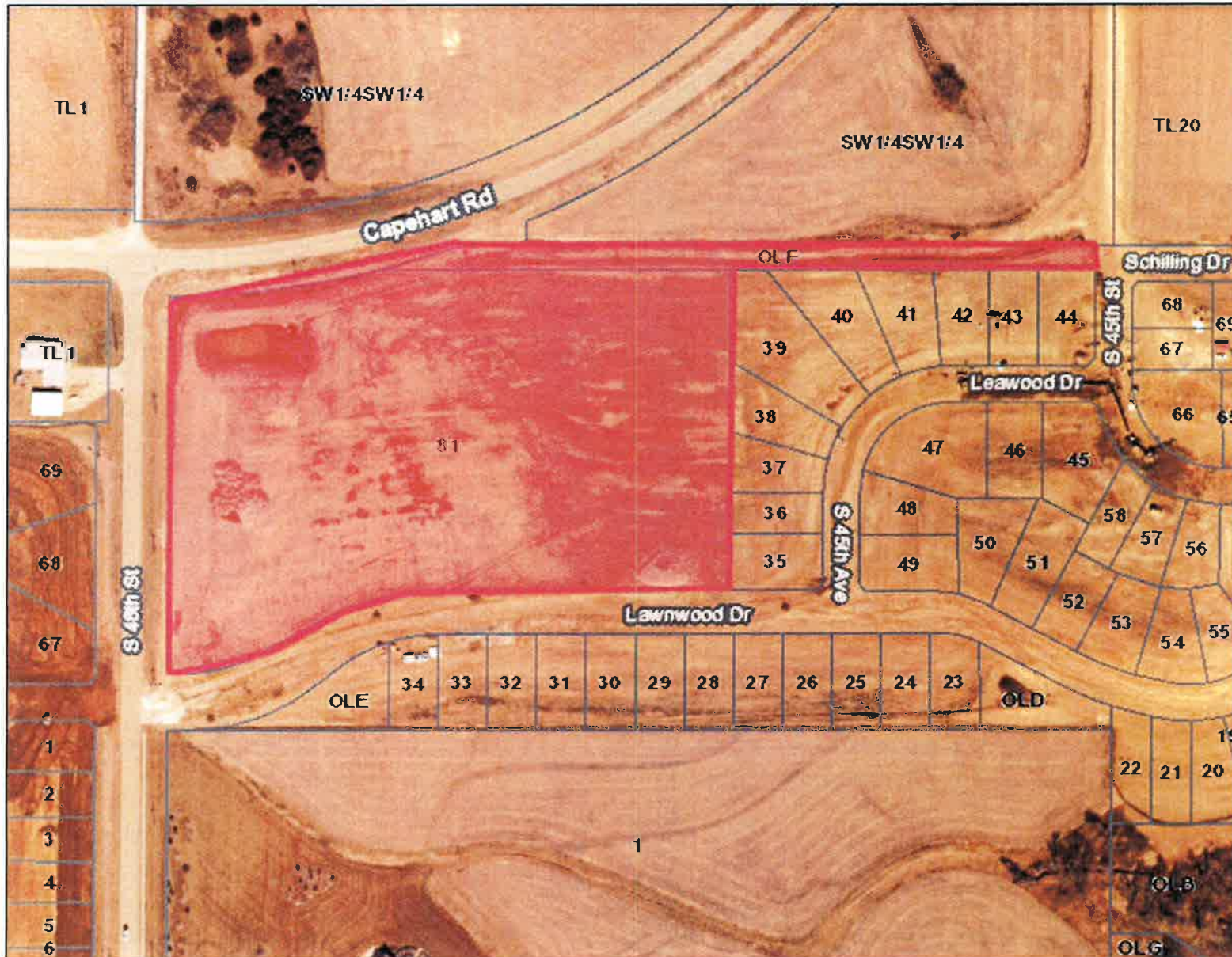
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS

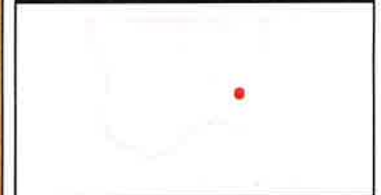


1210 Golden Gate Dr.
Suite 1130
Papillion, NE 68046
maps.sarpy.com

Belle Lago Replat 1



Location



Legend

Road Centerlines
2018 Aerial Photo

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



1:2,400



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Sarpy County GIS



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

BELLE LAGO REPLAT 1

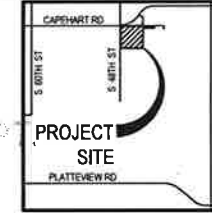
LOTS 1 THRU 72 INCLUSIVE & OUTLOTS "A" THRU "C"

BEING A REPLATTING OF ALL OF LOT #1 AND OUTLOT "P", BELLE LAGO, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

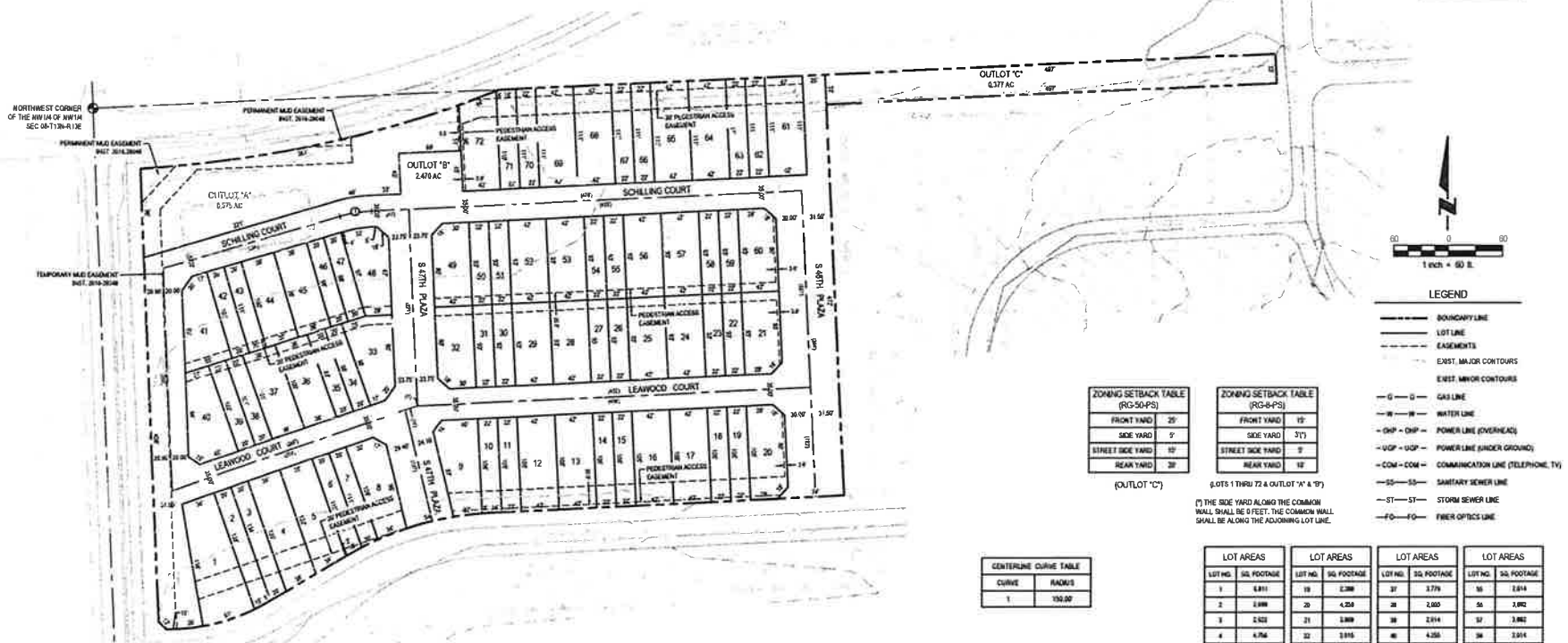
RECEIVED

OCT 07 2019

PLANNING DEPT



VICINITY MAP



ZONING SETBACK TABLE (RG-50-PS)

FRONT YARD	25'
SIDE YARD	5'
STREET SIDE YARD	10'
REAR YARD	30'

(OUTLOT "C")

ZONING SETBACK TABLE (RG-4-PS)

FRONT YARD	15'
SIDE YARD	3'
STREET SIDE YARD	5'
REAR YARD	12'

LOTS 1 THRU 72 & OUTLOT "A" & "B"

THE SIDE YARD ALONG THE COMMON WALL SHALL BE 5 FEET. THE COMMON WALL SHALL BE ALONG THE ADJOINING LOT LINE.

CENTERLINE CURVE TABLE

CURVE	RADIUS
1	150.00'

LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
1	6,811	19	2,388	37	3,779	55	2,814
2	1,888	20	4,250	38	2,600	56	2,882
3	2,523	21	3,869	39	2,914	57	3,882
4	4,764	22	3,915	40	4,250	58	3,914
5	4,467	23	1,815	41	4,168	59	2,914
6	2,246	24	3,884	42	2,981	60	3,808
7	2,162	25	2,884	43	1,892	61	4,624
8	4,138	26	2,915	44	3,754	62	5,488
9	4,614	27	3,915	45	3,718	63	3,461
10	2,288	28	3,884	46	1,244	64	4,628
11	2,388	29	3,884	47	1,595	65	4,628
12	6,410	30	3,915	48	2,919	66	2,610
13	4,419	31	2,915	49	2,622	67	2,644
14	2,388	32	3,821	50	2,914	68	4,628
15	2,288	33	4,075	51	2,914	69	4,628
16	4,410	34	1,948	52	3,882	70	2,454
17	4,410	35	1,957	53	2,882	71	5,484
18	2,288	36	3,743	54	2,914	72	4,361

LEGAL DESCRIPTION

A TRACT OF LAND BEING ALL OF LOT #1 AND OUTLOT "P", BELLE LAGO, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SAYD TRACT OF LAND CONTAINS AN AREA OF 378,620 SQUARE FEET OR 8.882 ACRES, MORE OR LESS.

DEVELOPER / OWNER

HW BELLE LAGO, LLC
8800 WEST TOWN POINT
WEST DES MOINES, IA 50366

ZONING

EXISTING RG-50-PS (OUTLOT "P") RG-28-PS & LOT #1

PROPOSED RG-50-PS OUTLOT "C" 0.377 ACRES
RG-4-PS LOTS 1 THRU 72 5.278 ACRES
OUTLOTS "A" & "B" 3.045 ACRES

NOTES

- DIRECT VEHICULAR ACCESS SHALL NOT BE ALLOWED TO 48TH STREET FROM OUTLOTS "A" & "B". DIRECT VEHICULAR ACCESS SHALL NOT BE ALLOWED TO CAPITOL HILL ROAD FROM LOTS #1 THRU 72 & OUTLOTS "A" & "B". DIRECT VEHICULAR ACCESS SHALL NOT BE ALLOWED TO LEAWOOD FROM LOTS 1 THRU 28.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
- OUTLOT "B" SHALL BE DESIGNATED AS A PRIVATE STREET. OUTLOT "B" SHALL GRANT VEHICULAR AND PEDESTRIAN ACCESS TO LOTS 1 THRU 72 AND OUTLOTS "A" & "C". OUTLOT "B" SHALL BE MAINTAINED BY THE TOWNHOME ASSOCIATION.
- THE FRONT OF EACH LOT SHALL BE DEFINED AS THE LOT LINE ADJACENT TO THE EAST-WEST LEGS OF OUTLOT "P" FOR EASEMENT AND SETBACK PURPOSES.

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



BELLE LAGO REPLAT 1
LOTS 1 THRU 72 INCLUSIVE & OUTLOTS "A" THRU "C"
BELLE LAGO, NEBRASKA

PRELIMINARY PLAT

File No.	Project Name	Date	Drawn By	Check By	Scale	Sheet
190114-01	BELLE LAGO REPLAT 1	10/07/19	HW	HW	1" = 60'	1 of 1

10000 MM Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.426.4400
Fax: 402.426.4401
WWW.EAGROUP.COM

OCT 07 2019

PLANNING DEPT.

3809 Mill Valley Road, Suite 100 • Orem, NE 68154
Phone 402.895.4700 • Fax 402.895.2549



BELLE LAGO REPLAT 1

FINAL DI AT

1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406</
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[illegible]

FRONT YARD	10'
SIDE YARD	5' (1')
STREET SIDE YARD	5'
REAR YARD	10'

LOTS 1 THRU 72 & OUTLOT 'A' & 'B')

DEDICATION

[illegible]

HRC BELLE LAGO, LLC, AN IOWA LIMITED LIABILITY COMPANY

DAVID VOITTMAN, ACCOUNTANT-IN-CHARGE, AND ASSISTANT SECRETARY

ACKNOWLEDGEMENT OF NOTICE

STATE OF NEBRASKA
COUNTY OF SARDIS

ON THIS _____ DAY OF _____, BEFORE ME, THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY CAME DAVID VOGTMAN, ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY OF HRC DEVELOPMENT, LLC, AN IOWA LIMITED LIABILITY, ITS SOLE MEMBER OF HRC BELLE LAKE, LLC, AN IOWA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE DEDICATION ON THIS PLAT AND ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN

NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER DATE

SUPPLEMENTARY ONLINE MATERIAL

HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND STAKES AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN BELLE LAKE REPLAT 1 [THE LOTS NUMBERED AS SHOWN, A TRACT OF LAND BEING ALL OF LOT 81 AND OUTLOT "B", BELLE LAKE, A SUBDIVISION LOCATED IN PART OF THE NORTH OF SECTION 18, TOWNSHIP 13 NORTH AND RANGE 13 EAST OF THE 4TH P.M. SASKY COUNTY,

[illegible]

TRACTS OF LAND CONTAIN AN AREA OF THIRTY SQUARE FEET OR MORE ACRES, MORE OR LESS

ERIC A. SCHABEN 15-6

ADDITIONAL OR BELIEVED CITE IN ADDING COMMENT

THIS PLAT OF BELLE LAKE REPLAT 1 (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVUE CITY PLANNING COMMISSION.

Table 1

¹ <http://www.who.int/mediacentre/factsheets/fs104/en/>.

THIS PLAT OF BELLE LAKE REPLAT 1 WAS REVIEWED BY THE THE SARPY COUNTY SURVEYOR'S OFFICE
THIS _____ DAY OF _____ 20____

LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	BS. FOOTAGE	LOT NO.	BS. FOOTAGE	LOT NO.	BS. FOOTAGE	LOT NO.	BS. FOOTAGE
1	9,811	10	2,188	27	2,719	35	2,814
2	3,888	28	4,759	36	2,861	36	3,881
3	5,527	31	3,869	39	2,814	37	3,882
4	9,786	32	2,912	40	6,223	38	2,914
5	9,667	33	2,871	41	6,166	39	2,914
6	3,264	34	3,884	42	2,861	40	3,880
7	3,162	35	2,866	43	3,882	41	6,626
8	6,158	36	2,915	44	6,754	42	6,608
9	9,614	37	2,811	45	3,718	43	5,981
10	6,386	38	5,889	46	6,884	44	6,629
11	2,398	39	3,886	47	3,821	45	6,616
12	6,616	40	2,815	48	3,829	46	2,862
13	6,916	41	2,813	49	6,621	47	6,614
14	2,386	42	3,882	50	6,616	48	6,623
15	2,386	43	6,621	51	5,914	49	6,616
16	6,616	44	6,621	52	6,616	50	2,386
17	6,616	45	2,386	53	3,861	51	2,386
18	6,386	46	3,862	54	3,866		

CENTERLINE CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	150.00'	56.49'	28.80'	137.45°

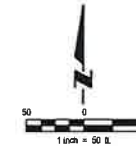
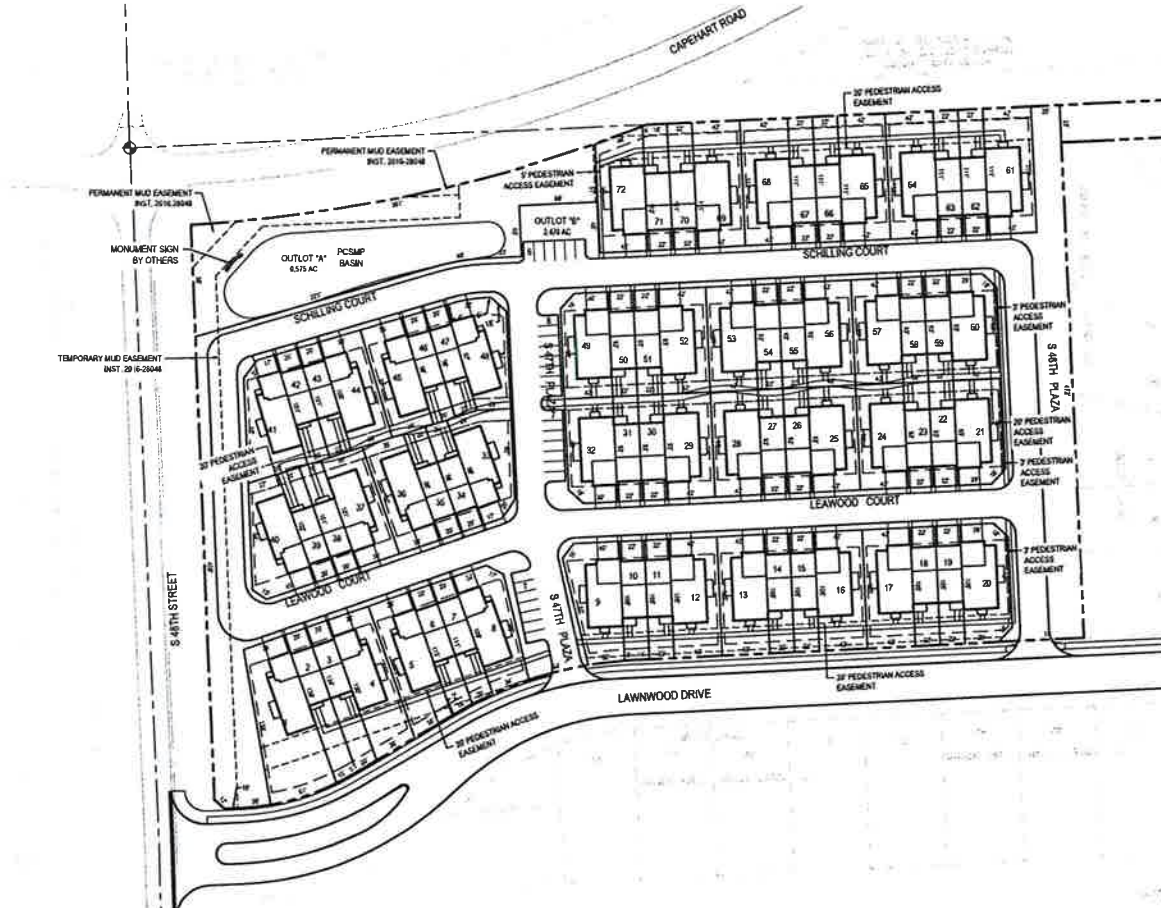
NOTE:

1. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO MAIN STREET FROM LOT/OTS "A" "B", DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO CAPTAIN ROAD FROM LOT/8 "A" THRU "I", LOT/OTS "A" "B", DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO LANDMARK FROM LOT/1 "A" THRU "B"
2. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
3. ALL LOT LINES ARE RADIAL TO CURVED STRAIGHT LINES UNLESS SHOWN AS NONRADIAL (N.R.L.)
4. ALL DIMENSIONS SHOWN WITH PARENTHESES ARE FOR THE LOCATION OF CENTERLINE.
5. ALL EASEMENTS THAT ARE NOT LABELED WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
6. LOT/OT "B" SHALL BE DESIGNATED AS A PRIVATE STREET. LOT/OT "B" SHALL GRANT VEHICULAR AND PEDESTRIAN ACCESS TO LOT/1 THRU "I" AND LOT/OTS "A" "C". LOT/OT "B" SHALL BE MAINTAINED BY THE TOWNHOME ASSOCIATION.
7. THE FRONT OF EACH LOT SHALL BE DEFINED AS THE LOT LINE ADJACENT TO THE EAST-WEST LEG

100

ATTEN

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LEGEND

---	BOUNDARY LINE
---	RIGHT OF WAY LINE
---	LOT LINE
---	EASEMENT
---	SETBACK

ZONING REGULATIONS TABLE (PG-8-PS)

FRONT YARD	15'
REAR YARD	15'
STREET SIDE YARD	5'
REAR YARD	10'
LOT WIDTH	30' MIN.
LOT AREA	1,350 S.F. MIN.

(LOTS 1 THRU 12 & OUTLOT 'A' & 'B')
(7) THE SIDE YARD ALONG THE COMMON WALL SHALL BE 8 FEET. THE COMMON WALL SHALL BE ALONG THE ADJOINING LOT LINE.

ZONING:

EXISTING: PG-14-PS (OUTLOT 'B'), PG-24-PS & LOT 'B'
PROPOSED: PG-4-PS LOTS 1 THRU 12 5.20 ACRES
OUTLOTS 'A' & 'B' 3.04 ACRES

NOTES:

- DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO 48TH STREET FROM OUTLOTS 'A' & 'B'. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO CAPEHART ROAD FROM LOTS 41 THRU 12 & OUTLOTS 'A' & 'B'. DIRECT VEHICULAR ACCESS WILL NOT BE ALLOWED TO LAWNWOOD FROM LOTS 1 THRU 26.
- TYPICAL UTILITY EASEMENTS WILL BE DEDICATED WITH THE FINAL PLAT.
- OUTLOT 'B' SHALL BE DESIGNATED AS A PRIVATE STREET. OUTLOT 'B' SHALL ORIGIN VEHICULAR AND PEDESTRIAN ACCESS TO LOTS 1 THRU 12 AND OUTLOTS 'A' & 'B'. OUTLOT 'B' SHALL BE MAINTAINED BY THE TOWNHOME ASSOCIATION.
- THE FRONT OF EACH LOT SHALL BE DEDICATED AS THE LOT LINE ADJACENT TO THE EAST-WEST LEGS OF OUTLOT 'B' FOR EASEMENT AND SETBACK PURPOSES.

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



BELLE LAGO
BELLAVILLE, ILLINOIS

PLANNED SUBDIVISION
SITE PLAN

Prepared By	Checked By	Date	Revision	Description
AMC/010				
AMC/010				
AMC/010				
AMC/010				

10/7/2019 10:10:19 AM PG-4-PS (PG-14-PS & LOT 'B') PG-4-PS

OCT 07 2019

nebraska811.com
Nebraska 811
know what's below. 
Dial 811
Call before you dig.

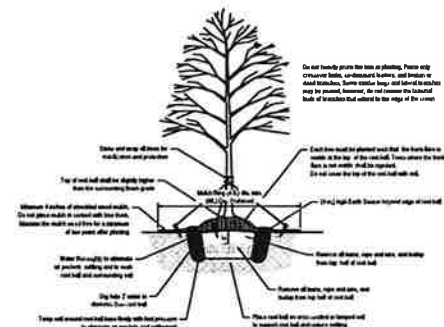


SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYP
A	16	Gleditsia triacanthos 'Styline'	Styline Honeycouth	2"	B&E
B	15	Acer freemantii 'Jefferson'	Autumn Blaze Maple	2"	B&E
C	13	Quercus rubrum	Red Oak	2"	B&E
D	4	Celtis occidentalis	Hickory	2"	B&E
E	7	Malus 'Spring Snow'	Spring Snow Crabapple	2"	B&E
F	3	Malus x 'Pissifrid'	Pissifrid Crabapple	2"	B&E
G	3	Pinus flexilis 'Vanderwolf Pyramid'	Vanderwolf Pine	7'-8"	B&E
H	3	Picea pungens 'Glauca'	Colorado Blue Spruce	7'-8"	B&E
I	5	Picea abies	Norway Spruce	7'-8"	B&E
J	30	Juniperus chinensis 'Sea Green'	Sea Green Juniper	3 Gal.	Cont
K	30	Viburnum lentana 'Mohican'	Mohican Viburnum	3 Gal.	Cont
L	15	Euonymus alatus compactus	Dwarf Burning Bush	3 Gal.	Cont
M	33	Aronia melanocarpa	Black Chokeberry	3 Gal.	Cont

1. Locate and verify the location of all underground utilities prior to the start of any construction. Care should be taken not to disturb any existing utilities during construction. Any damage to existing or other improvements caused by the Contractor will be repaired at no cost to the Owner.
2. All plant material shall be of good quality and sizes shall meet required size specifications.
3. All plants are to be watered immediately after planting and then watered once a week for a period of two months from time of planting.
4. All plant material shall be guaranteed to be in a state and healthy growing condition for one full growing seasons (trees) and two full growing seasons (perennials & shrubs) after final project acceptance or shall be replaced free of charge with the same grade and species excluding labor.
5. Vary all dimensions and conditions prior to starting construction. The location of plant material is critical and shall be installed as indicated on plans. Field adjustments may be necessary based on field conditions (i.e., root ball and drop inlet conflict). All adjustments must be approved by the landscape architect.
6. The Landscape Contractor shall remove all construction debris and materials including plants prior to plant growth from planting pits and beds prior to backfilling with planting mix. All planting areas shall be free of weeds and debris prior to any work.
7. Provide commercially available shredded mulched mulch on all beds and is all planting beds to a 3-4 inch minimum depth unless otherwise noted. Mulch not to exceed 10" maximum beyond planting pit. Mulch shall be reasonably free of leaves, twigs, sticks, large substances, or other foreign materials. Mulch site grading to be installed if needed.
8. All trees are to be staked for a period of not less than one year from time of planting.
9. Contractor to coordinate work with other amenities contractors.

1. Ingestion had to include near pad and MUD fees.
2. Ingeste all sodded areas.
3. Ingestion contractor to be mounted in a steel utility box with hinge for pad lock.
4. Ingestion system to be guaranteed for 1 year. Written guarantee to be supplied prior to final payment.
5. Ingestion contractor responsible to restore system one time.
6. Ingestion contractor to furnish as built drawing of the system and catalogue cuts of the installed equipment prior to final payment.
7. Ingestion contractor to provide owner and engineer an ingestion plan shop drawing and equipment catalog cuts for approval prior to installation.
8. Contractor to coordinate work with other allowances.

2. Mating shall be installed over all seeding areas (375 - HAZ Single Hat Size Mating OR EQUIVALENT).

[illegible]

TREE PLANTING DETAIL - B & B TREE
NOT TO SCALE



E&A CONSULTING GROUP, INC.
Engineering Answers

PLANNED SUBDIVISION
LANDSCAPE PLAN

		Reference	
	Date		
	Description		

has provided valuable information on the effects of these



UNIT A
1323 SE WILLIAMS CT
1.41

UNIT B
1327 SE WILLIAMS CT
1.42

UNIT C
1333 SE WILLIAMS CT
1.43

UNIT D
1337 SE WILLIAMS CT
1.44

Bradford-Radcliffe (1242/1982) (1490) (1490) (1242/1982) - 3BR 2C FD

Revision Schedule		
Revision Date	Revision Description	Revision Number

Area Schedule (Finisher)	
Area	Name
1347 SF	Unit A Basement
412 SF	Unit A Garage
87 SF	Unit A Patio
28 SF	Unit A Porch
478 SF	Unit B Basement
407 SF	Unit B Garage
48 SF	Unit B Porch
478 SF	Unit C Basement
467 SF	Unit C Garage
48 SF	Unit C Porch
1147 SF	Unit D Basement
412 SF	Unit D Garage
97 SF	Unit D Patio
28 SF	Unit D Porch

Area Schedule (Gross Building)	
Area	Name
1120 SF	LAMINATE
59 SF	LAMINATE
178 SF	
1274 SF	Unit A Main Level
1284 SF	Unit A Finished Lower Level
2558 SF	
437 SF	Unit A Garage
Not Placed	Unit A Unfinished Lower Level
437 SF	
960 SF	Unit B Second Level
939 SF	Unit B Main Level
1490 SF	
430 SF	Unit B Garage
530 SF	Unit B Unfinished Lower Level
960 SF	
960 SF	Unit C Second Level
930 SF	Unit C Main Level
1490 SF	
430 SF	Unit C Garage
530 SF	Unit C Unfinished Lower Level
960 SF	
434 SF	Unit D Garage
594 SF	Unit D Unfinished Lower Level
939 SF	
1242 SF	Unit D Main Level
740 SF	Unit D Finished Lower Level
NOTE	

ALL SQUARE FOOTAGES CALCULATED
ACCORDING TO HUBBELL METHODOLOGY

Hubbell HOMES
We Give You MORE!

11477 Main RD TO SCALE

Client: _____ Date: _____
Drawn By: _____
Preliminary Set

Project Title

SHEET DESCRIPTION
Bradford - Radcliffe
COVER PAGE

A0.0

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Unit A
1161 S. 91st St

Unit B
1159 S. 91st St

Unit C
1155 S. 91st St

Unit D
1151 S. 91st St

Randalia 4-Plex 1658/1635/1635/1658 3BR FD 2C

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JUL 22 2019
PLANNING DEPT.

Revision Schedule		
Revision Date	Revision Description	Revision Number

Index	
NO.	NAME
A0.0	Cover Page
A1.0	General Notes
A2.0	Site Plan
A2.1	Site Plan
A3.0	Elevations
A3.1	Elevations
A3.2	Roof Plan
A4.0	Lower Level Floor Plan
A4.1	Main Level Floor Plan
A4.2	Second Level Floor Plan
A4.3	Enlarged Lower Level Plan
A4.4	Enlarged Main Level Floor Plan
A4.5	Enlarged Second Level Floor Plan
A5.0	Kitchen Plans & Elevations
A5.1	Enlarged Plans & Elevations
A5.1	Main Level Finish Plan
A5.2	Second Level Finish Plan
E1.1	Lower Level Electrical Plan
E1.2	Main Level Electrical Plan
E1.3	Second Level Electrical Plan
S1.0	Foundation Plan
S3.0	Slab Section & Framing Details
S3.1	Common Wall Details

Area Schedule (Footprint)	
Area	Notes
172 SF	A. Basement Slab
148 SF	A. Porch Slab
148 SF	A. Garage Slab
147 SF	B. Basement Slab
147 SF	B. Garage Slab
147 SF	C. Porch Slab
147 SF	C. Basement Slab
147 SF	C. Garage Slab
147 SF	D. Porch Slab
147 SF	D. Basement Slab
147 SF	D. Garage Slab

Area Schedule (Gross Building) - Area	
Area	Notes
4. Garage	148 SF
4. Main Floor	147 SF
4. Porch	147 SF
4. Unfinished Basement	147 SF
4. Upper Floor	147 SF
4. Garage	147 SF

Area Schedule (Gross Building) - Area	
Area	Notes
5. Main Floor	147 SF
5. Porch	147 SF
5. Unfinished Basement	147 SF
5. Upper Floor	147 SF
5. Garage	147 SF
5. Main Floor	147 SF

Area Schedule (Gross Building) - Area	
Area	Notes
6. Porch	147 SF
6. Unfinished Basement	147 SF
6. Upper Floor	147 SF
6. Garage	147 SF
6. Main Floor	147 SF
6. Porch	147 SF

Area Schedule (Gross Building) - Area	
Area	Notes
7. Unfinished Basement	147 SF
7. Upper Floor	147 SF

NOTE: MAIN FLOOR SQUARE FOOTAGE IS TO OUTSIDE MATERIAL PER ANSI Z390.1

HOMES
We Give You MORE!

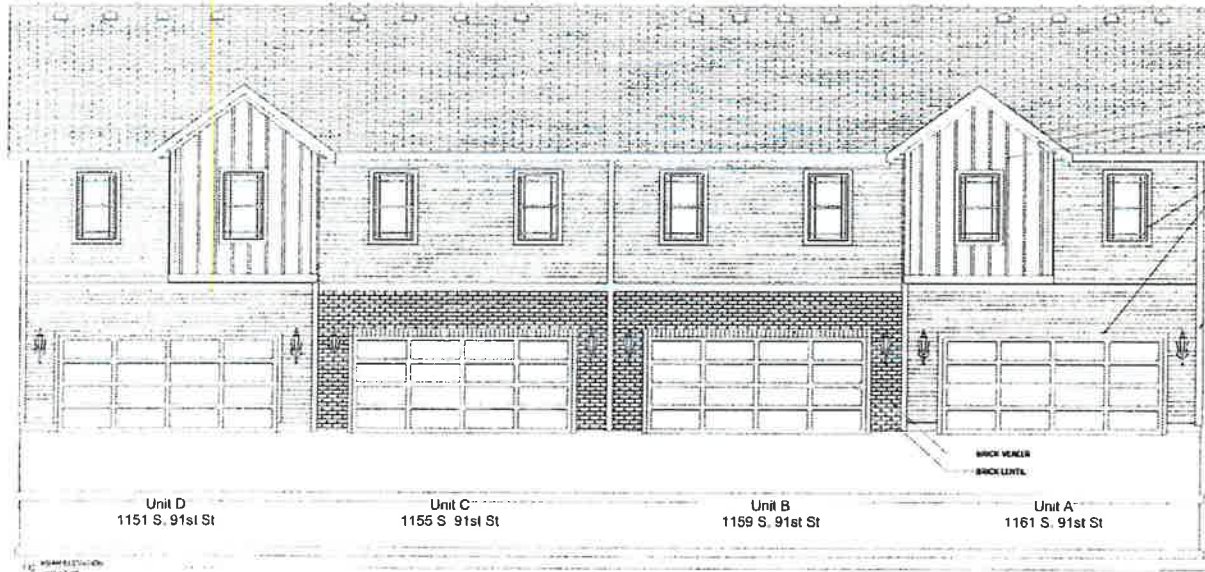
11/17 FROM NOT TO SCALE

Client: _____
Date: _____
Drawn By: _____
Construction Set

SHEET DESCRIPTION
RANDALIA 4 PLEX
Cover Page
Construction Set 3-21-18

A0.0

- 3 FASCIA
WOOD GLOSS TRUSS
- Upper Level Siding
10" - 2 7/8"
- VINYL SIDING
- 4" CORNER TRIM TYP
- 4" TRIM TYP
- P.P. Upper Level
10" - 1 3/4"
- Main Level Plaze
2" - 1 1/2"
- BRICK VENEER
- 2" x 4" BRICK VENEER
2" - 1"
- 2" O. Foundation
1" - 2 1/2"
- 1" O. Foundation
10" - 2 1/2"



- 3 FASCIA TYP
- 4" TRIM
- BOARD & BATTEN
- VINYL SIDING
- 4" TRIM TYP
- 2" BRICKBOARD TYP
- 4" CORNER TRIM TYP
- BRICK VENEER
- BRICK LINTE

RECEIVED
JUL 22 2019
PLANNING DEPT.

Revision Schedule	Revision Number
Revision Date	Revision Description



11-17 Final NOT TO SCALE

Client: _____ Date: _____
Drawn By: _____ Construction Set

Plot 2, Lots 32, 33, 34, 75
1151 - 1155 S. 91st St
West Des Moines, IA
Art Bridge, Inc.
SHEET DESCRIPTION
RANGALA 4 FLY
Elevations
Construction Set 3-21-16
A3.0

**SECOND AMENDMENT TO SUBDIVISION AGREEMENT
OF BELLE LAGO**

This Second Amendment to Subdivision Agreement ("Amendment") is made this _____ day of _____, 2019 ("Effective Date"), by and among HRC Belle Lago, LLC, an Iowa limited liability company ("Developer"), Sanitary and Improvement District No. 325 of Sarpy County, Nebraska, a Nebraska political subdivision ("District"), and The City of Bellevue, a municipal corporation of the first class ("City").

W I T N E S S E T H:

WHEREAS, the Parties hereto entered into a Subdivision Agreement ("Agreement") for the Belle Lago subdivision on the _____ day of _____, 2019, and also entered into a First Amendment to the Subdivision Agreement on the _____ day of _____, 2019.

WHEREAS, the District and Developer desire to replat Lot 81 and Outlot "F", Belle Lago, to be known as Lots 1-72 and Outlots "A"- "C", Belle Lago Replat 1. The area to be replatted is within the boundaries of SID 325. Developer shall construct, install and locate certain private improvements within the development area; and

WHEREAS, the development area is outside the incorporated limits of City but within the City's zoning and platting jurisdiction thereby necessitating City's review and approval of the desired improvements.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Agreement shall be amended by adding to the following exhibits, to-wit:

Exhibit "A-1", Final Plat, Belle Lago Replat One
Exhibit "B" Paving Exhibit
Exhibit "B-1", Storm Sewer Exhibit
Exhibit "B-3", Water Exhibit
Exhibit "C", Sanitary Sewer Exhibit

2. Park Development Fund fees have already been paid for Lot 81 and Outlot "F", Belle Lago and no additional park fees are due for Replat 1.
3. As all internal improvements to Lots 1-71 and Outlots "A"- "C" are private no additional City plan review fees are due for Belle Lago Replat 1.
4. All improvements located within Belle Lago Replat 1 shall be paid for privately.
5. Developer shall provide to the City Engineer along with the final plat GIS deliverables for the area to be developed conforming to the requirements of the Sarpy County GIS Department. All pertinent GIS information for storm and

sanitary sewer infrastructure shall be provided including, but not limited to: manhole type, diameter, rim and invert elevations, inlet type, size, rim/intake and invert elevations, pipe type, size, invert elevations, slope, and stubout locations, etc. Once the construction of the infrastructure is complete, as-built information shall be provided including mylars, CAD drawings, Adobe PDF files, and updated GIS information.

All other terms and conditions of the Agreement shall remain in full force and effect.

CITY OF BELLEVUE

Date: _____

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

City Clerk

By: _____
Attorney for City of Bellevue

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

Date: _____

By: _____
Chairman

ATTEST:

APPROVED AS TO FORM:

Clerk

By: _____
Attorney for SID #325

HRC BELLE LAGO, LLC
By: HRC DEVELOPMENT, LLC, Its sole Member

Date: _____

By: _____
Dave Vogtman, A.V.P AND Ass't Secretary.

APPROVED AS TO FORM

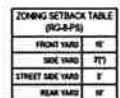
By: _____
Attorney for Developer

LOTS 1 THRU 72 INCLUSIVE & OUTLOTS "A" THRU "C"

BEING A REPLATTING OF ALL OF LOT 81 AND OUTLOT "F", BELLE LAKE, A SUBDIVISION LOCATED IN PART OF THE NW1/4 OF SECTION 08, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 5TH P.M., SASSY COUNTY, NEBRASKA.

OCT 07 2019

PLANNING DEPT.



8.000 1.000 2.000 3.000 4.000 5.000 6.000 7.000 8.000 9.000 10.000 11.000 12.000 13.000 14.000 15.000 16.000 17.000 18.000 19.000 20.000 21.000 22.000 23.000 24.000 25.000 26.000 27.000 28.000 29.000 30.000 31.000 32.000 33.000 34.000 35.000 36.000 37.000 38.000 39.000 40.000 41.000 42.000 43.000 44.000 45.000 46.000 47.000 48.000 49.000 50.000 51.000 52.000 53.000 54.000 55.000 56.000 57.000 58.000 59.000 60.000 61.000 62.000 63.000 64.000 65.000 66.000 67.000 68.000 69.000 70.000 71.000 72.000 73.000 74.000 75.000 76.000 77.000 78.000 79.000 80.000 81.000 82.000 83.000 84.000 85.000 86.000 87.000 88.000 89.000 90.000 91.000 92.000 93.000 94.000 95.000 96.000 97.000 98.000 99.000 100.000

IN THE NEXT WEEK, AS THE END OF A YEAR

WALL SHALL BE 6 FEET. THE CORNER V

• **•**

[illegible]

ADDITION, THE SIXTEEN (16) FOOT DEEP EASEMENT MAY BE REDUCED TO EIGHT (8) FEET BRED WIDE WHEN THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SUBGRANDED SHALL GRANT PERMISSION, EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BELL AND BELL'S HEAVY ENERGY, THEIR SUCCESSORS AND ASSIGNS, TO INSTALL, MAINTAIN, OPERATE, REPAIR, REPLACE, REMOVE, REPAIR, RELOCATE, AND/OR MAINTAIN ANY RELATED FACILITIES AND TO ERECT DIRECTION PILES FOR THE TRANSMISSION OF GAS AND WATER ON, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT DEEP STRIP OF LAND ADJUTING ALL COLLEGIATE STREETS, AND PERMANENT SUBDIVISIONS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT WIDTH, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT HINDER OR LATER INTERFERE WITH THE AFORESAID OR RIGHTS HEREIN GRANTED.

ERIC BELLE, LAND, LLC, AN OHIO LIMITED LIABILITY COMPANY
BY: ERIC BELLE, DEVELOPMENT, LLC, AN OHIO LIMITED LIABILITY, ITS SOLE MEMBER

DAVID VOGTMAN, DATE
ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY

ACKNOWLEDGMENT OF SPIRIT

STATE OF NEW YORK

ON TIME _____
IN ALL OF THE ABOVE CASES _____

ASSISTANT SECRETARY

his voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN

NOTES

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 105–112

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER: SAY

CENTERLINE CURVE TABLE				
CURVE	RADIUS	LENGTH	TANGENT	DELTA
1	1000.00	100.00	100.00	90.00
2	1000.00	100.00	100.00	90.00
3	1000.00	100.00	100.00	90.00
4	1000.00	100.00	100.00	90.00
5	1000.00	100.00	100.00	90.00
6	1000.00	100.00	100.00	90.00
7	1000.00	100.00	100.00	90.00
8	1000.00	100.00	100.00	90.00
9	1000.00	100.00	100.00	90.00
10	1000.00	100.00	100.00	90.00
11	1000.00	100.00	100.00	90.00
12	1000.00	100.00	100.00	90.00
13	1000.00	100.00	100.00	90.00
14	1000.00	100.00	100.00	90.00
15	1000.00	100.00	100.00	90.00
16	1000.00	100.00	100.00	90.00
17	1000.00	100.00	100.00	90.00
18	1000.00	100.00	100.00	90.00
19	1000.00	100.00	100.00	90.00
20	1000.00	100.00	100.00	90.00
21	1000.00	100.00	100.00	90.00
22	1000.00	100.00	100.00	90.00
23	1000.00	100.00	100.00	90.00
24	1000.00	100.00	100.00	90.00
25	1000.00	100.00	100.00	90.00
26	1000.00	100.00	100.00	90.00
27	1000.00	100.00	100.00	90.00
28	1000.00	100.00	100.00	90.00
29	1000.00	100.00	100.00	90.00
30	1000.00	100.00	100.00	90.00
31	1000.00	100.00	100.00	90.00
32	1000.00	100.00	100.00	90.00
33	1000.00	100.00	100.00	90.00
34	1000.00	100.00	100.00	90.00
35	1000.00	100.00	100.00	90.00
36	1000.00	100.00	100.00	90.00
37	1000.00	100.00	100.00	90.00
38	1000.00	100.00	100.00	90.00
39	1000.00	100.00	100.00	90.00
40	1000.00	100.00	100.00	90.00
41	1000.00	100.00	100.00	90.00
42	1000.00	100.00	100.00	90.00
43	1000.00	100.00	100.00	90.00
44	1000.00	100.00	100.00	90.00
45	1000.00	100.00	100.00	90.00
46	1000.00	100.00	100.00	90.00
47	1000.00	100.00	100.00	90.00
48	1000.00	100.00	100.00	90.00
49	1000.00	100.00	100.00	90.00
50	1000.00	100.00	100.00	90.00
51	1000.00	100.00	100.00	90.00
52	1000.00	100.00	100.00	90.00
53	1000.00	100.00	100.00	90.00
54	1000.00	100.00	100.00	90.00
55	1000.00	100.00	100.00	90.00
56	1000.00	100.00	100.00	90.00
57	1000.00	100.00	100.00	90.00
58	1000.00	100.00	100.00	90.00
59	1000.00	100.00	100.00	90.00
60	1000.00	100.00	100.00	90.00
61	1000.00	100.00	100.00	90.00
62	1000.00	100.00	100.00	90.00
63	1000.00	100.00	100.00	90.00
64	1000.00	100.00	100.00	90.0

NOTE:

1. DIRECT VEHICULAR ACCESS SHALL NOT BE ALLOWED TO CROSS STREET FROM OUTLOTS "A" TO "B". DIRECT VEHICULAR ACCESS SHALL NOT BE ALLOWED TO CROSSEVER FROM PROPERTIES AT THRU TO "B". DIRECT VEHICULAR ACCESS SHALL NOT BE ALLOWED TO MANEUVER FROM PROPERTIES AT THRU TO "B".
2. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
3. ALL LOT LINES ARE MAKING TO CURVED STREETS UNLESS SHOWN AS MONORAIL (N.E.).
4. ALL SHEDDINGS BEGIN WITH PARALLELS TO THE CURVE FOR THE LOCATION OF CENTERLINE.
5. ALL EASEMENTS THAT ARE NOT LARGELY WITH ANY RECORDING INFORMATION WILL BE RECORDED BY A SEPARATE DOCUMENT.
6. OUTLOT "A" SHALL BE DESIGNATED AS A PRIVATE STREET TO OUTLOT "B" SHALL BE GRASSY AND PEDESTRIAN ACCESS TO THRU TO "B" AND OUTLOTS "A" TO "C". OUTLOT "B" SHALL BE MANEUVER BY THE TOWNSHIPS ASSOCIATION.
7. THE FRONT OF EACH LOT SHALL BE DEFINED AS THE LINE ADJACENT TO THE EAST-NEAST EGG OF OUTLOT "B" OF EACH LOT.

LOT AREAS		LOT AREAS		LOT AREAS		LOT AREAS	
LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE	LOT NO.	SQ. FOOTAGE
1	9,575	20	8,288	37	8,578	54	8,982
2	2,968	21	4,258	38	2,974	55	2,982
3	2,832	22	3,989	39	2,974	57	3,982
4	4,756	23	2,815	40	2,988	58	2,974
5	4,947	24	2,015	41	4,988	59	2,974
6	3,294	25	2,988	42	2,981	60	2,981
7	2,142	26	3,989	43	1,982	61	4,929
8	4,179	28	2,015	44	3,978	62	4,988
9	4,918	27	2,015	45	3,978	63	2,977
10	2,289	29	3,989	46	1,984	64	4,982
11	2,289	30	3,989	47	1,988	65	4,982
12	4,919	31	2,015	48	3,978	66	2,977
13	4,919	32	2,015	49	2,977	67	2,982
14	2,289	33	3,923	50	2,979	68	3,923
15	2,289	34	4,924	51	2,982	69	4,928
16	4,918	35	1,988	52	4,984	70	2,982
17	4,918	36	1,987	53	2,982	71	2,982
18	3,289	38	3,289	54	3,284	72	4,287

SUPPLYING CERTIFICATION

HEREBY CERTIFY THAT I HAVE MADE A GROUND SURVEY OF THE SUBMISSION DESCRIBED HEREIN AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED ON THE BOUNDARY OF THE WITHIN PLAT AND BEARS AT ALL CORNERS OF ALL LOTS, STREETS AND ANGLE POINTS IN BELLE LAGO REPLAT 1 (THE LOTS NUMBERED AS SHOWN, A TRACT OF LAND BEING ALL OF LOT 21 AND OUTLOT 7", BELLE LAGO, A SUBDIVISION LOCATED IN PHA

[illegible]

SAD TRACT OF LAND CONTAINS AN AREA OF SEVEN SQUARE FEET OR 0.002 ACRES, MORE OR LESS

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 103–110

APPROVED BY BIRMINGHAM CITY PLANNING COMMISSION

THIS PLAY OF BELLE LAZO REPEAT 1 (LOTS NUMBERED AS SHOWN) WAS APPROVED BY THE BELLEVILLE BOARD OF SUPERVISORS.

CHAIRMAN OF CITY PLANNING COMMISSION

THIS PLAT OF BELLE LAGO REPLAT 1 WAS REVIEWED BY THE THE SANJOY COUNTY SURVEYOR'S OFFICE

THIS _____ DAY OF _____

COUNTY SURVEYOR / ENGINEER

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



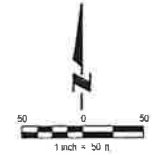
BELLE LAGO REPLAT 1

FINAL BILAT

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

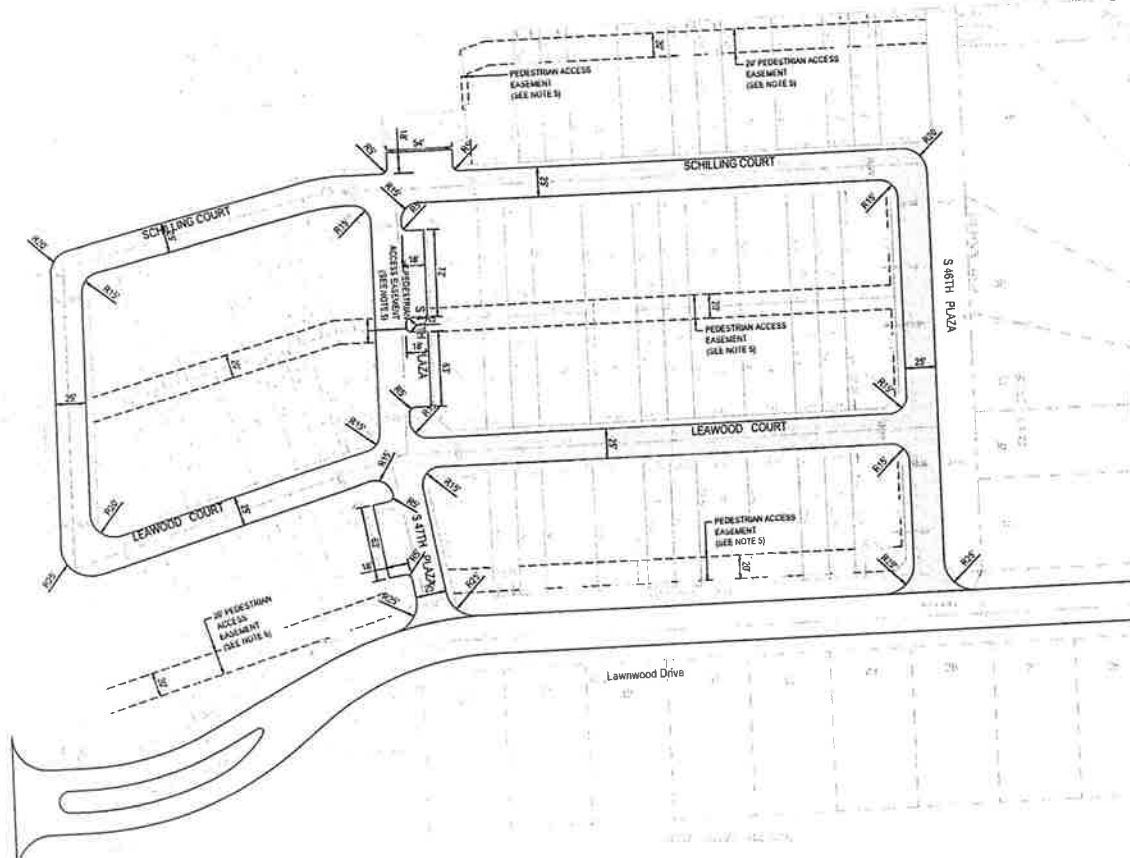
OCT 07 2019

PLANNING DEPT.



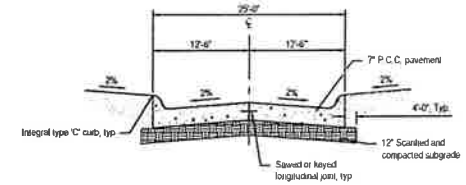
E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services

10805 Mill Valley Road Suite 100 • Omaha NE 68154
Phone 402.855.4100 • Fax 402.855.3995
www.ebcg.com



LEGEND

 Proposed Pavement
 Existing Pavement




25' STREET - TYPICAL SECTION
NOT TO SCALE

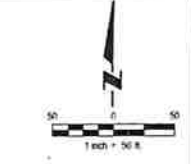
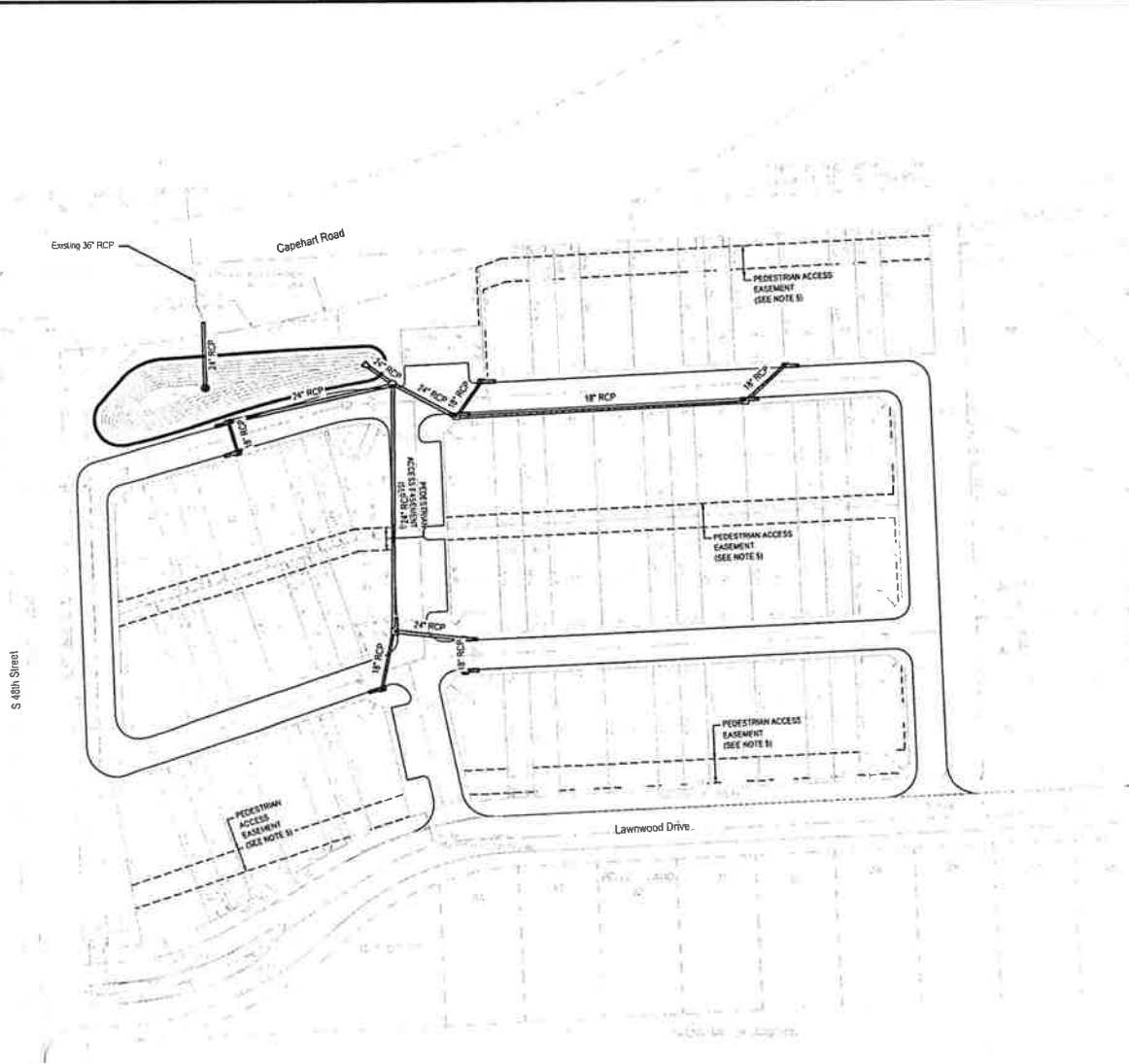


E&A CONSULTING GROUP, INC.
Engineering Answers

BELLE LAGO REPLAT 1
LOTS 1 THRU 72 INCLUSIVE &
OUTLOTS 'A' THRU 'C'
BELLEVE NEBRASKA

PAVING EXHIBIT

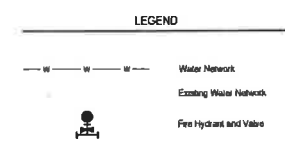
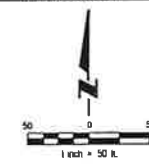
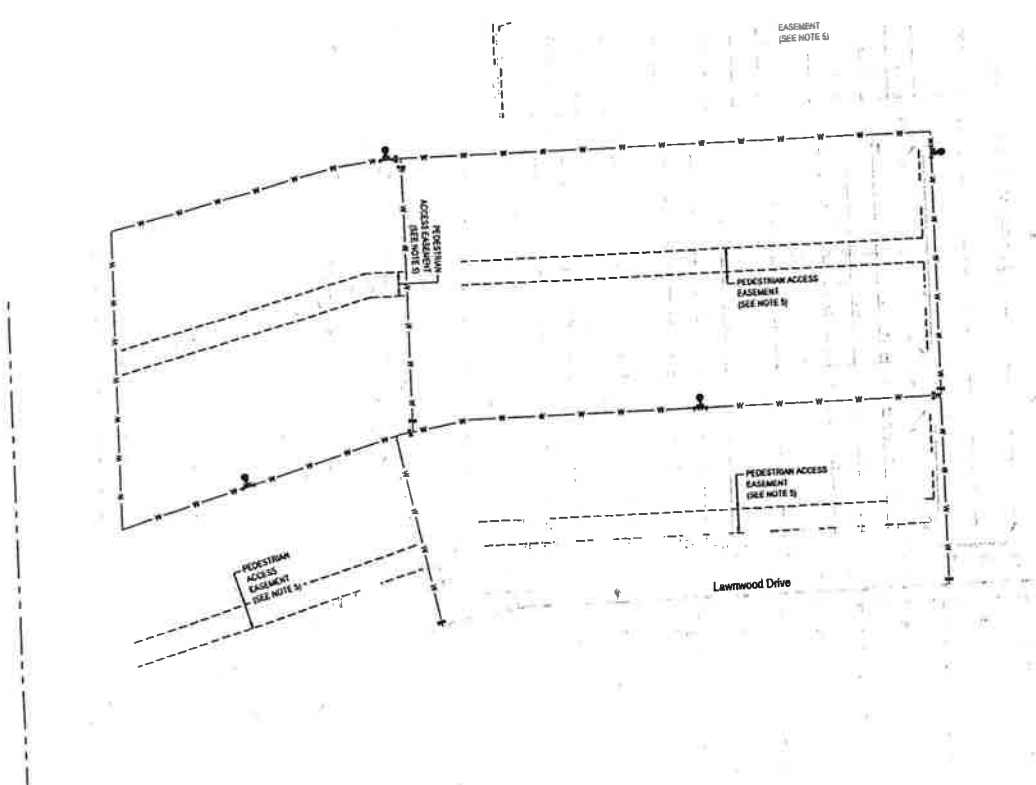
File No.	SP/118/541/1		Date _____	Division _____	Remarks _____
Case	9110234				
Disposal By	308				
Exam By	N/A				
State	1st Stage				
Serial	3 of 1				



LEGEND
 Storm Sewer System

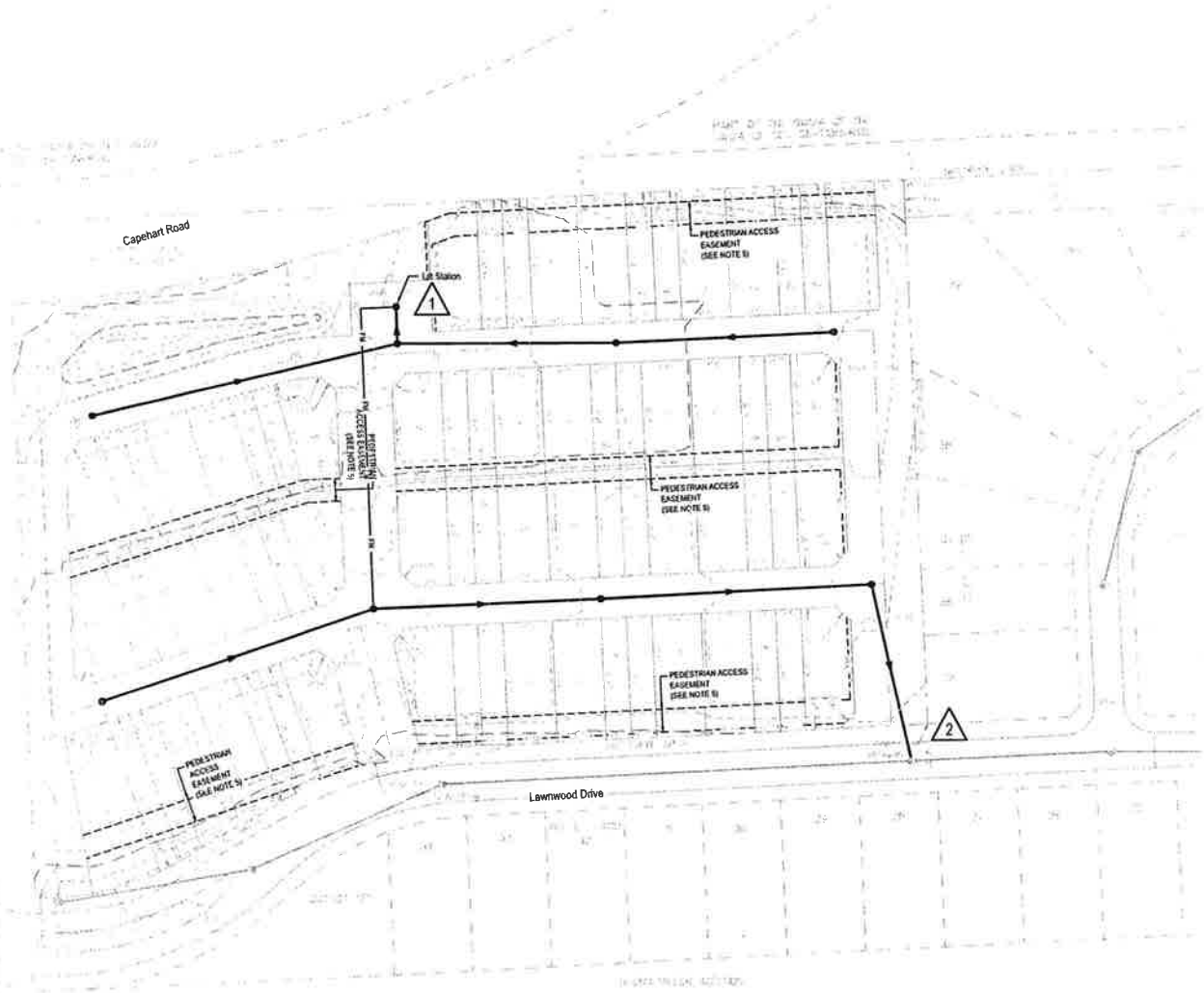
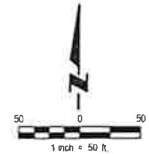
RECEIVED
 SEP 13 2019
 PLANNING DEPT.

Nebraska 811 know what's below. Call before you dig. 811	
1700 N. 10th Street, Suite 100 • Omaha, NE 68104 Phone: 402.441.7777 Web: 811.com	
E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services	
BELLE LAGO REPLAT 1 LOTS 1 THRU 72 INCLUSIVE CITY OF BELLEVUE, NEBRASKA	
STORM SEWER EXHIBIT	
Project: 0815-541-001	Date: 8/1/2019
Design By: MJA	Date: 8/1/2019
Drawn By: MJA	Date: 8/1/2019
Scale: 1" = 50'	Sheet: 1 of 1



RECEIVED
SEP 13 2019
PLANNING DEPT.

Nebraska 811 know what's below. Call before you dig.		E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 13000 14th Street, Suite 100 • Omaha, NE 68154 Phone: 402.939.4700 • Fax: 402.939.5380 www.eagroup.com	
		BELLE LAGO REPLAT 1 LOTS 1 THRU 2 INCLUSIVE & OUTLOTS A, THRU C BELLEVUE, NEBRASKA	
WATER MAIN EXHIBIT		RECEIVED SEP 13 2019 PLANNING DEPT.	
Project No. 17010-041-001	Date 08/27/2019	Drawn By JH	Checked By JH
Scale 1" = 50'	Sheet 1 of 1	Title WATER MAIN EXHIBIT	



SANITARY SEWER IMPACT TABLE

IMPACT POINT	CONTRIBUTING AREA TYPE	AC.	UNITS	CAPITA	BASELINE FLOW (GPCD)	PEAKING FACTOR	PEAK FLOW* (GPCD)	PEAK FLOW* (GPD)	TOTAL PEAK FLOW (GPD)	COMMENTS
1	Lift Station	-	32	83	124	3.54	438.96	36,434	0.096	
2	Total Area	-	72	186	124	3.37	417.29	77,616	0.120	

*Includes Calculated Peaking Factor (PF x 100 GPCD)

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



BELLE LAGO REPLAT 1
LOTS 1 THRU 77 INCLUDING
CITY OF BELLEVUE, NEBRASKA

SANITARY SEWER
EXHIBIT

Project No.	021414102	Revision	01/06/2019
Date	01/06/2019	Drawn By	MM
Checked By	MM	Scale	AS SHOWN
Sheet	1 of 1	Project	021414102

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 THE SOUTHEAST CORNER OF 48th STREET AND CAPEHART ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lots 1 through 72, and Outlots A through C, Belle Lago Replat 1, being a replat of Lot 81, and Outlot F, Belle Lago, and a platting of the Northwest ¼, all located in Section 8, T13N, R13E of the 6th P.M., Sarpy County, Nebraska

From RG-50-PS (General Residential, 5,000 Square Foot Zone, - Planned Subdivision) and RG-28-PS (General Residence, 2,800 Square Foot Zone, - Planned Subdivision) to RG-8-PS (General Residence, 800 Square Foot Zone, - Planned Subdivision)

(HRC Belle Lago, LLC)

Section 2. This ordinance shall not take effect until such time as the final plat of Belle Lago Replat 1 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

COUNCIL MEETING DATE: 10/15/2019		SUBMITTED BY: Tammi Palm, Planning Department		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 1, South Woods Replat 3, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school.

SYNOPSIS/BACKGROUND:

Kenneth Hahn Architects, on behalf of Omaha Public Schools, is requesting to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8, South Woods, from MH, BGH, and RG-8 to RG-8 to allow for the construction of an elementary school.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

The Planning Department is recommending approval of this request. The Planning Commission has recommended denial of the rezoning request.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Staff Report	3. Ordinance 3180
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM: FINANCE APPROVAL AS TO FORM: ADMINISTRATOR APPROVAL AS TO FORM: 

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Kenneth Hahn Architects

LOCATION: Fort Crook Road and Childs Road West

CITY COUNCIL HEARING DATE: November 5, 2019

REQUEST: to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8, South Woods, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school; conditional use permit for Lot 1, South Woods Replat 3; and small subdivision plat Lot 1, South Woods Replat 3, for the purpose of an elementary school.

On September 26, 2019, the City of Bellevue Planning Commission voted six yes, one no, one abstained, and one absent to recommend:

DENIAL of the request based upon lack of safety in terms of the potential issues with Fort Crook Road, which has been recognized by the applicant and City to discourage crossing an 8 lane intersection and 2 railroad tracks. Denial also based upon lack of plans for infrastructure beyond the boundaries of the proposed site.

VOTE:

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

Planning Commission Hearing (s) was held on: September 26, 2019

PLANNING DEPARTMENT

RECOMMENDATION REPORT # 3

CASE NUMBERS: Z-1906-04
S-1906-02
CUP-1906-02

FOR HEARING OF:
REPORT #1: July 25, 2019
REPORT #2: August 22, 2019
REPORT #3: September 26, 2019
REPORT #4: November 5, 2019

I. GENERAL INFORMATION

A. APPLICANT:

Kenneth Hahn Architects
1343 South 75th Street
Omaha, NE 68135

B. PROPERTY OWNER:

Douglas County School District 00001
3215 Cumming Street
Omaha, NE 68131

C. GENERAL LOCATION:

Fort Crook Road and Childs Road West

D. LEGAL DESCRIPTION:

Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8 South Woods, located in the Southwest $\frac{1}{4}$ of Section 14, and the Southeast $\frac{1}{4}$ of Section 15, all located in T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lot 1, South Woods Replat 3, from MH, BGH, and RG-8 to RG-8
2. Small Subdivision Plat Lot 1, South Woods Replat 3
3. Conditional Use Permit for Lot 1, South Woods Replat 3

F. EXISTING ZONING AND LAND USE:

MH, BGH, RG-8, Vacant/Industrial

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain a rezoning, small subdivision plat, and conditional use permit to allow for the construction of an elementary school.

H. SIZE OF SITE:

The site is approximately 14.48 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

A portion of the site contains a building once housed by Pendleton Mills. The remainder of the site is vacant and presently covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

- 1. North:** Vacant/Industrial, RG-8 and MH
- 2. East:** Fort Crook Road right-of-way/Industrial, MH
- 3. South:** Single Family Residential, RS-84 and RD-60 (across Childs Road West)
- 4. West:** Vacant, RG-8 (across Nebraska Drive)

C. RELEVANT CASE HISTORY:

1. On July 25, 2019, the Planning Commission continued a request to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8, South Woods, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school; conditional use permit for Lot 1, South Woods Replat 3, and small subdivision plat Lot 1, South Woods Replat 3. Continuation for the purpose of Omaha Public Schools working with the city on a safe route to school.
2. On August 22, 2019, the Planning Commission continued a request to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8, South Woods, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school; conditional use permit for Lot 1, South Woods Replat 3, and small subdivision plat Lot 1, South Woods Replat 3. Continuation for the purpose of Omaha Public Schools working with the city on a safe route to school.
3. On September 26, 2019, the Planning Commission recommended denial of a request to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton, and Lots 7 and 8, South Woods, from MH, BGH, and RG-8 to RG-8 for the purpose of an elementary school; conditional use permit for Lot 1, South Woods Replat 3, and small subdivision plat Lot 1, South Woods Replat 3.

D. APPLICABLE REGULATIONS:

1. Section 5.15, Zoning Ordinance, regarding RG-8 uses and requirements.
2. Chapter 5, Subdivision Regulations, regarding small subdivisions.
3. Article 6, Zoning Ordinance, regarding Conditional Use Permits.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The most recent MAPA traffic data estimates approximately 18,800 vehicles per day along the north leg of the intersection of Fort Crook Road and Childs Road West, approximately 1,400 vehicles per day along the east leg, approximately 19,300 vehicles per day along the south leg, and approximately 2,800 vehicles per day along the west leg of this intersection.
2. The property will have two access points: one from Nebraska Drive, and one from Childs Road West.

D. UTILITIES:

All utilities are available to service this development.

E. ANALYSIS:

1. Kenneth Hahn, on behalf of Kenneth Hahn Architects, is requesting approval of a rezoning, small subdivision plat, and conditional use permit for Lot 1, South Woods Replat 3, for the purpose of a new Omaha Public Schools elementary school.
2. A portion of the site contains a building once housed by Pendleton Mills, which will be demolished under this plan. The remainder of the site is vacant.
3. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and Sarpy County Public Works. The cover letter indicated a deadline to send

comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Public Works Engineering Manager Dean Dunn requested a copy of the Traffic Impact Study, which was provided.

Captain Dave Stukenholz, Bellevue Police Department, expressed concerns for the safety of students crossing Fort Crook Road on foot. These concerns were passed along to the applicant, as well as their engineer and architect.

No other comments were received on this case.

4. The site plan shows an elementary school building with room for potential future portables, two playgrounds, a basketball court, as well as two outdoor learning areas.
5. The Zoning Ordinance requires one parking space per employee, and one space per 100 square feet of seating space in the auditorium or multi-purpose room (whichever is greater). The site plan shows 130 parking stalls, which is the number required by the ordinance.
6. The proposed landscape plan has been reviewed by staff and meets the requirements of the zoning ordinance.
7. A copy of the current and proposed Omaha Public Schools elementary school boundaries are attached. The applicant has indicated the proposed boundaries are subject to change, and are currently being reviewed with the community.
8. The proposed OPS elementary school boundaries have raised the question concerning the transportation of children to and from this school; specifically in regards to crossing Fort Crook Road.

Staff met with OPS and their construction team on August 14, 2019 in order to discuss this issue. OPS is proposing to bus the students who live on the *east* side of Fort Crook Road who attend this school, regardless of their proximity to the school building. School staff is proposing this as a solution to students walking to school and having to cross Fort Crook Road and the railroad tracks on foot. Please see the attached letter from OPS Chief Operations Officer Lisa Sterba regarding this matter.

Staff (including Public Works Director Jeff Roberts and Engineering Manager Dean Dunn) met with OPS and their construction team again on August 29, 2019 to discuss transportation issues. Although a crosswalk along Fort Crook Road was discussed, staff is not recommending this be done. The railroad tracks pose an issue as far as safety and connectivity. Additionally, the Public Works Department has indicated a crosswalk could encourage children to cross Fort Crook Road, and provide a false sense of security in doing so. As a result, staff is not recommending a crosswalk along

Fort Crook Road or a sidewalk connection to the railroad tracks. OPS has agreed to have buses transport students to the school via Chandler Road East to Nebraska Drive in order to avoid buses stacking across the railroad tracks adjacent to school property. Language has been added to the conditional use permit agreement to reflect this. Additionally, language has been added regarding bus driver training.

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

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

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

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

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

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

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

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

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

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

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

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

APPROVAL based on conformance with the requirements of the zoning ordinance and lack of perceived negative impact on the surrounding neighborhood.

V. PLANNING COMMISSION RECOMMENDATION

DENIAL based upon lack of safety in terms of the potential issues with Fort Crook Road, which has been recognized by the applicant and City to discourage crossing an eight lane intersection and two railroad tracks. DENIAL also based upon the lack of plans for infrastructure beyond the boundaries of the proposed site.

VI. ATTACHMENTS TO REPORT

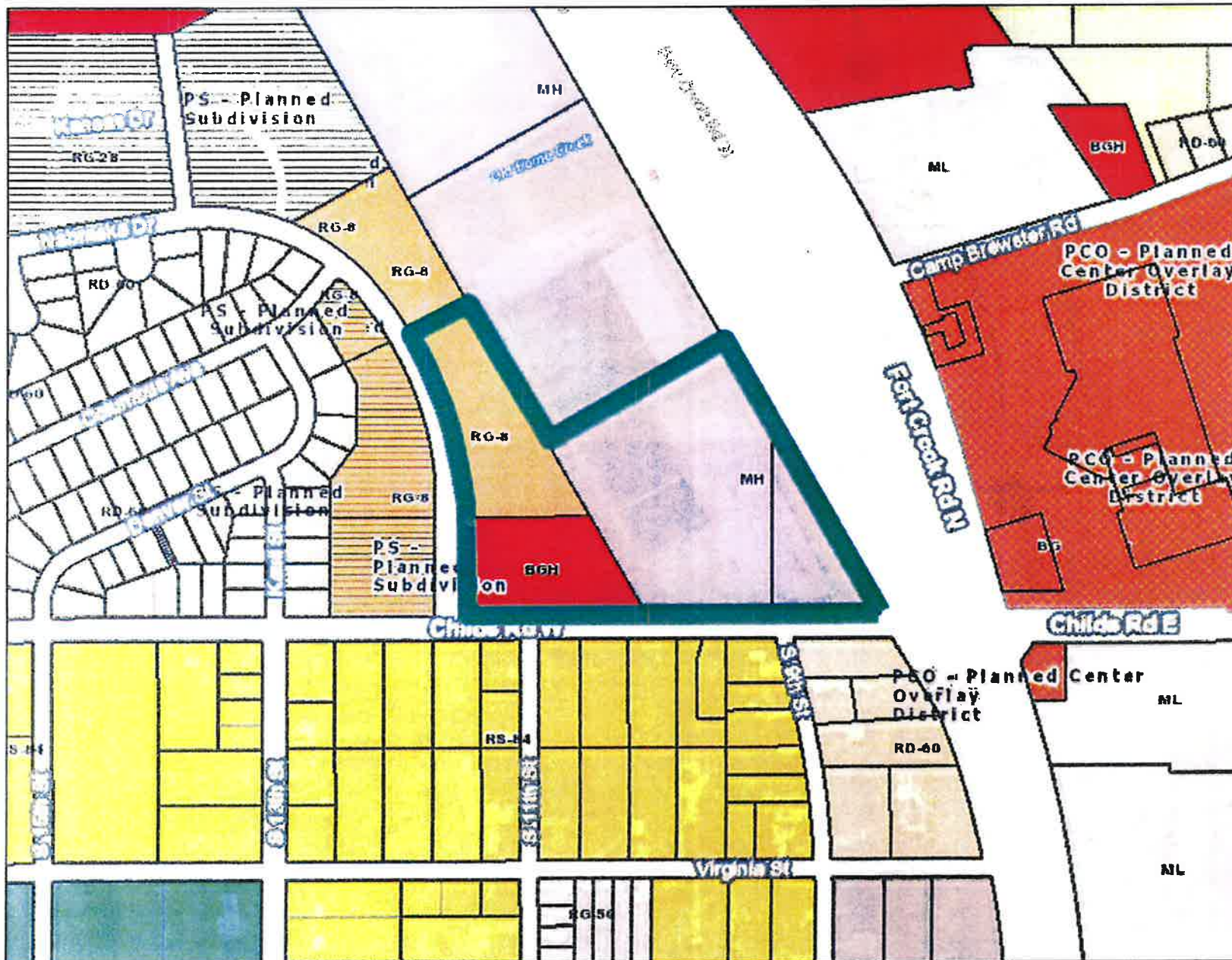
1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Justification Letter from Kenneth Hahn received June 21, 2019
4. Small Subdivision plat received June 21, 2019
5. Site Plan received July 16, 2019
6. Landscape Plan received August 14, 2019
7. Current and Proposed OPS Elementary and Middle School boundaries received July 16, 2019
8. Letter from Lisa Sterba received September 11, 2019
9. Conditional Use Permit Agreement

VII. COPIES OF REPORT TO:

1. Kenneth Hahn Architects
2. Omaha Public Schools
3. RW Engineering and Surveying
4. Public Upon Request


Prepared by:

OPS Elementary School Site



Location



Legend

- Road Centerlines
2018 Aerial Photo
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3

1:4,800

0 200 400 800
Feet

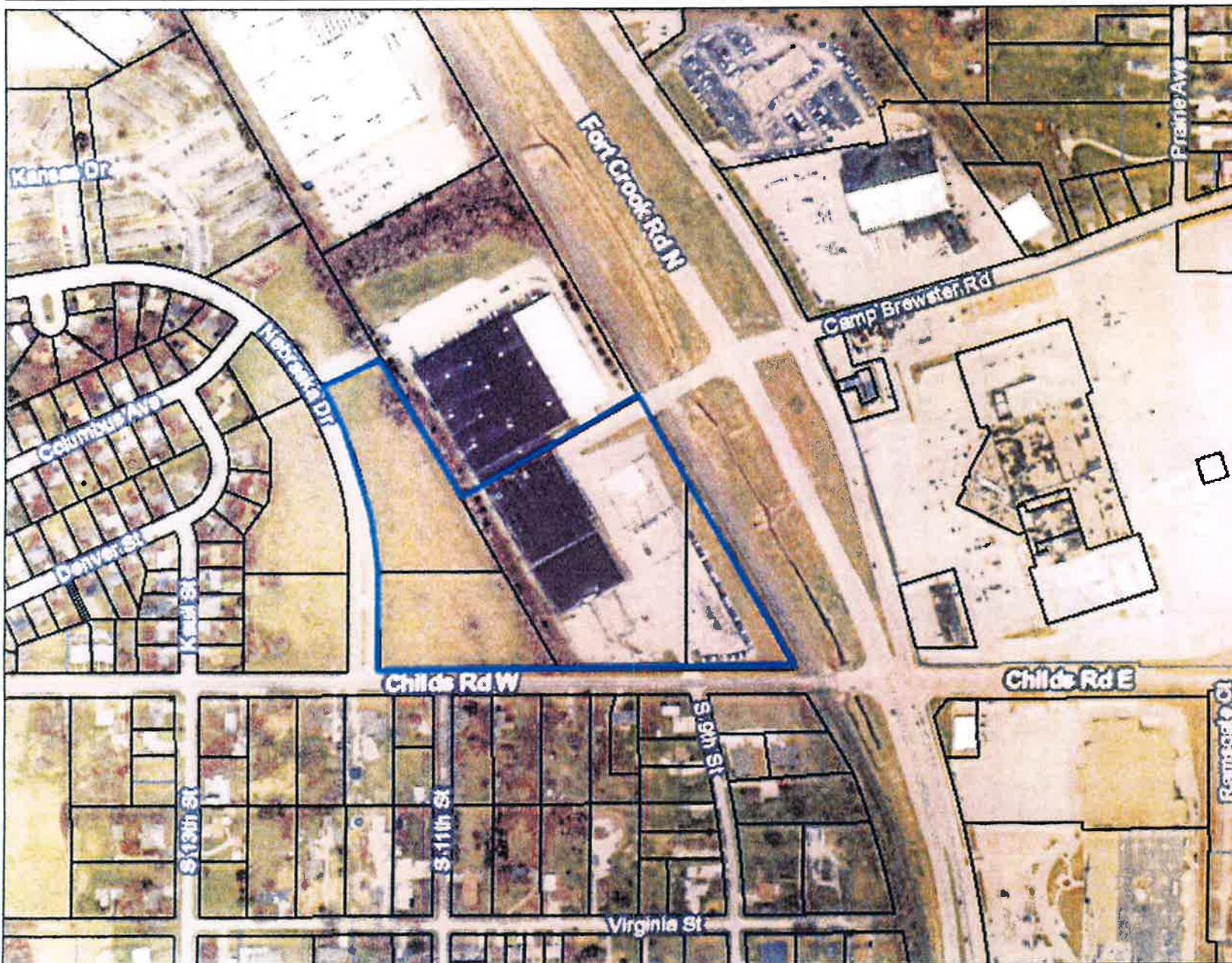
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.

Sarpy County GIS



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

OPS Elementary School Site



Location



Legend

Road Centerlines
2018 Aerial Photo

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



0 200 400 800
Feet

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

Sarpy County GIS



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


Kenneth J. Hahn
Architects
1343 South 75th Street
Omaha, NE 68124-1810
402-391-2111
FAX 391-2605

20 June 2019

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

Dear Planning Commission,

On behalf of the Owner, Douglas County School District 00001 (Omaha Public Schools), we request a change of zone from MH to RG-8 for the purpose of constructing an elementary school in conjunction with the replat of the property. The current zone MH does not allow schools. The proposed RG-8 zone was recommended to us by the City of Bellevue Planning Department.

Thank you for your consideration.

Regards,



Kenneth J. Hahn, AIA

RECEIVED
JUN 21 2019
PLANNING DEPT



LEGEND

- SECTION CORNER FOUND (see Notes)
- CORNER FOUND (see Notes)
- CORNER SET (see Notes)

East One-Quarter Corner
Section 15-T14N-R13E
Brows Cap

Corner Ties
40.8' N to 1/4 corner of section 15
10.7' E to 1/4 corner of section 15
10.7' E to center of section 15
21.4' E to center of section 15

SOUTH WOODS REPLAT 3

LOT 1

BEING A REPLAT OF LOT 2, PENDLETON AND LOTS 7 AND 8, SOUTH WOODS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 14 AND THE SOUTHEAST ONE-QUARTER OF SECTION 15, ALL IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6th P.M. SARTY COUNTY, NEBRASKA

LAND SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR REGISTERED IN COMPLIANCE WITH THE LAWS OF THE STATE OF NEBRASKA. I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION SHOWN HEREON AND THAT PERMANENT MONUMENTS HAVE BEEN FOUND OR WILL BE SET AT ALL CORNERS, WHOLE POINTS AND SIZES OF CURVES ON THE EXTENSION BOUNDARY OF THE SUBDIVISION AND ANY EXTENSION LOTS. SAID SUBDIVISION TO BE KNOWN AS SOUTH WOODS REPLAT 3, BEING A REPLAT OF LOT 2, PENDLETON AND LOTS 7 AND 8, SOUTH WOODS, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 14 AND THE SOUTHEAST ONE-QUARTER OF SECTION 15, ALL IN TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6th P.M. SARTY COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

14 NORTH, RANGE 13 EAST OF THE 6th P.M. SARTY COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

14 NORTH, RANGE 13 EAST OF THE 6th P.M. SARTY COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DATE: 6/21/19
CORY J. GREGG, PLS 9579



DEDICATION

BEING THE OWNER OF THE LAND DESCRIBED WITHIN THE MAP HEREON, I HEREBY CERTIFY THAT I HAVE CAUSED SAID PROPERTY TO BE SUBDIVIDED AS SHOWN HEREON. SAID SUBDIVISION TO BE HEREAFTER KNOWN AS "SOUTH WOODS REPLAT 3", AND I HEREBY GRANT AND APPROVE OF THE DISPOSITION OF SAID PROPERTY AS SHOWN ON THIS PLAT AND I HEREBY GRANT A PERPETUAL EASEMENT TO OMAHA PUBLIC POWER DISTRICT AND ANY TELECOMMUNICATIONS ENTITY OR OTHER CORPORATION AND THEIR SUCCESSORS AND ASSIGNS, WHICH HAVE BEEN GRANTED A FRANCHISE TO PROVIDE SERVICE IN THE AREA TO BE SUBDIVIDED, TO ERRECT, OPERATE, MAINTAIN, REPAIR AND RENEW POLES, WIRES, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO ERECT AND MAINTAIN THE RECEIVING OH, OVER, THROUGH, UNDER AND ACROSS A FIVE FOOT (5') WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE LOT LINES AND AN EIGHT FOOT (8') WIDE STRIP OF LAND ABUTTING THE REAR LOT LINES, NO PERMANENT BUILDINGS OR REMAINING SHALL BE PLACED IN SAID EASEMENTS, BUT THE SAME MAY BE USED FOR GARDENS, BRUSH, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT, THEN OR LATER, INTERFERE WITH THE RIGHTS AND USES HEREIN GRANTED.

JEREMY MADSON, ON BEHALF OF
DOUGLAS COUNTY SCHOOL DISTRICT 021

APPROVED BY THE CITY OF BELLEVUE
STATE OF NEBRASKA
COUNTY OF DOUGLAS

ON THIS 21 DAY OF JUNE, 2019, I, THE UNDERSIGNED NOTARY PUBLIC, QUALIFIED AND COMMISSIONED IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JEREMY MADSON, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE PLAT DEDICATED AND HE DID ACKNOWLEDGE THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

NOTARY PUBLIC

COUNTY TREASURERS CERTIFICATION

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY AS DESCRIBED IN THE SURVEYORS CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE.

COUNTY TREASURER

DATE

REVIEW OF SARTY COUNTY PUBLIC WORKS

THIS FINAL PLAT OF SOUTH WOODS REPLAT 3 WAS REVIEWED BY THE SARTY COUNTY SURVEYORS OFFICE.

SARTY COUNTY SURVEYORS' OFFICE

DATE

APPROVAL OF THE BELLEVUE CITY COUNCIL

THIS FINAL PLAT OF SOUTH WOODS REPLAT 3 WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA ON THIS DAY OF 2019.

APPROVAL OF THIS PLAT WILL BE NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

MAYOR

ATTEST

CITY CLERK

APPROVAL OF THE BELLEVUE PLANNING COMMISSION

THIS FINAL PLAT OF SOUTH WOODS REPLAT 3 WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION.

CHAIRPERSON, PLANNING COMMISSION

DATE

RECORDING OF SARTY COUNTY REGISTER OF DEEDS

THIS FINAL PLAT OF SOUTH WOODS REPLAT 3 WAS RECORDED AT THE SARTY COUNTY REGISTER OF DEEDS OFFICE.

SARTY COUNTY REGISTER OF DEEDS

DATE

RECEIVED

JUN 21 2019

PLANNING DEPT.

Consultant

Owner

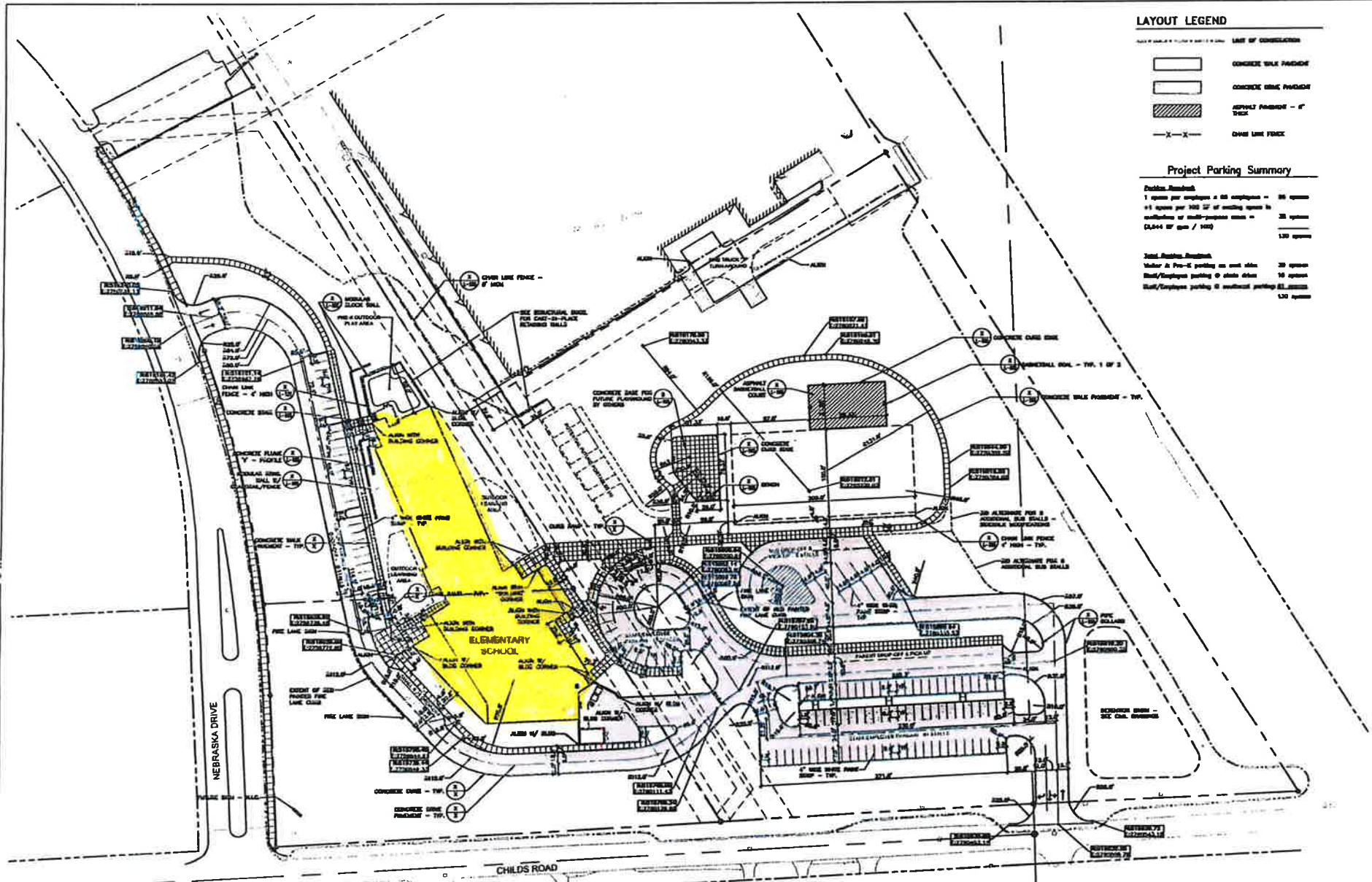


SOUTH WOODS REPLAT 3

SARTY COUNTY, NEBRASKA

FINAL PLAT

PREPARED BY: JWG
DATE: 6/21/19
DRAWN BY: CJS
CHECKED BY: RM



LAYOUT LEGEND

- LAST OF CONNECTION
- CONCRETE WALKWAY
 - CONCRETE DRIVE
 - ASPHALT DRIVE - 4" THICK
 - OVER LINE FENCE

Project Parking Summary

Parking Summary
 1 space per employee = 40 employees = 40 spaces
 41 spaces per 100 SF of existing space in
 reconfiguration of multi-purpose room = 20 spaces
 (2,044 SF per 100 SF)
 120 spaces

Notes/Additional Information
 Visitor & Pre-K parking on east side = 20 spaces
 Staff/Employee parking @ school entrance = 10 spaces
 Staff/Employee parking @ southeast parking lot = 120 spaces

1 SITE LAYOUT PLAN
 SCALE: 1" = 40'-0"

RECEIVED
 JUL 16 2019
 PLANNING DEPT.

KMA
 Kenneth M. Architects
 1343 South 75th Street
 Omaha, NE 68124-5510

BIG MUDDY
 Workshop
 1100 South 10th Street
 Omaha, NE 68102
 402.491.1100
 www.bigmuddyworkshop.com

CONDITIONAL USE PERMIT SUBMITTAL

Project Number	188-015
Date	10 JULY 2019
Drawn By	B.S.
Checked By	BP

PRELIMINARY
 SUBMITTAL FOR
 CONSTRUCTION

OMAHA PUBLIC SCHOOLS
 FORT CROOK ROAD ELEMENTARY SCHOOL
 SITE LAYOUT PLAN

SHEET NO.
 L-101

Project Landscape Requirements

Proposed parent building BG-9
Subsidiary Planting BG-9
 Minimum required - 10 S.F./parking space 1 Tree/200 S.F.
 Parking lot including drives - 30 parking spaces.
 Required area - 370 S.F./2 trees
 Provided - 344 S.F./4 trees

Subsidiary Planting BG-9
 Minimum required - 10 S.F./parking space 1 Tree/200 S.F.
 Parking lot including drives - 100 parking spaces.
 Required - 1,000 S.F./10 trees
 Provided - 6,520 S.F./65 trees

Subsidiary Planting BG-9
 Minimum required - 10 S.F./parking space 1 Tree/200 S.F.
 Parking lot including drives - 8 parking spaces.
 Required area - 114 S.F./1 tree
 Provided - 6.5 S.F./1 tree

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PLANT SCHEDULE

COMMON NAME	SCIENTIFIC NAME	QTY.	SIZE	ROOT CONDITION	SPACING
CHOICE TREES					
Star Northern Elm	Ulmus 'New Haven'	8	2" Cal.	80%	As Shown
Star Valley Red Maple	Acer rubrum 'Sun Valley'	11	2" Cal.	80%	As Shown
Proctor Pine	Pinus strobus	8	2" Cal.	80%	As Shown
Star Valley Red Maple	Acer rubrum 'Sun Valley'	11	2" Cal.	80%	As Shown
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 AUG 14 2019
 PLANNING DEPT.

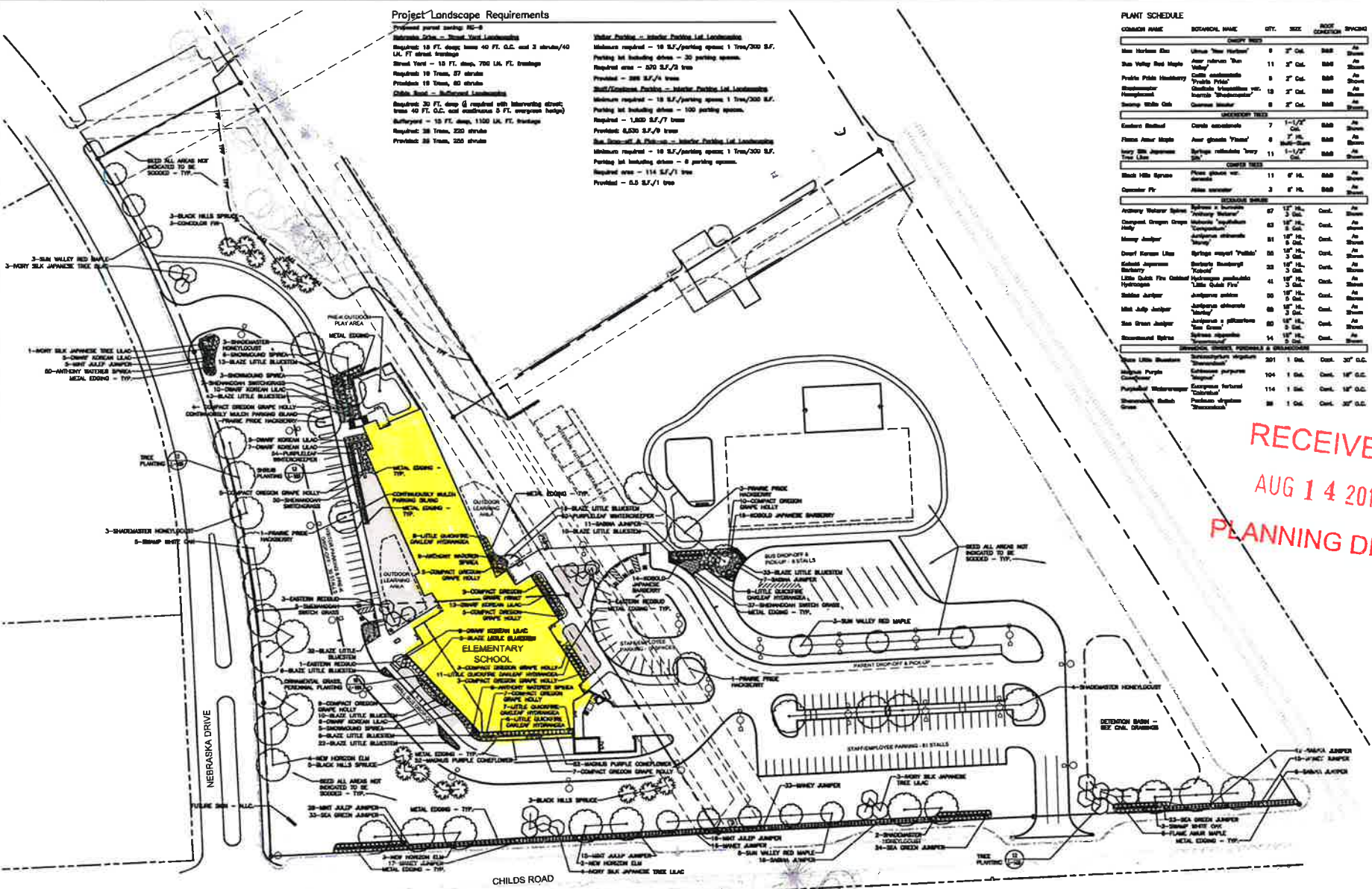
CONDITIONAL USE PERMIT SUBMITTAL

DATE	10/1/18
PROJECT NAME	100-118
DATE	10 AUG 2019
DESIGNED BY	BJS
CHECKED BY	SP

PRELIMINARY
 DRAWING NOT FOR
 CONSTRUCTION

OMAHA PUBLIC SCHOOLS
 FORT CROOK ROAD ELEMENTARY SCHOOL
 SITE PLANTING PLAN

SHEET NO.
 L-103



PLANTING LEGEND

CHOICE TREES TO REMAIN	PROPOSED CHOICE TREES	PROPOSED CHOICE TREES
PROPOSED CHOICE TREES	PROPOSED CHOICE TREES	PROPOSED CHOICE TREES
PROPOSED CHOICE TREES	PROPOSED CHOICE TREES	PROPOSED CHOICE TREES
PROPOSED CHOICE TREES	PROPOSED CHOICE TREES	PROPOSED CHOICE TREES
PROPOSED CHOICE TREES	PROPOSED CHOICE TREES	PROPOSED CHOICE TREES

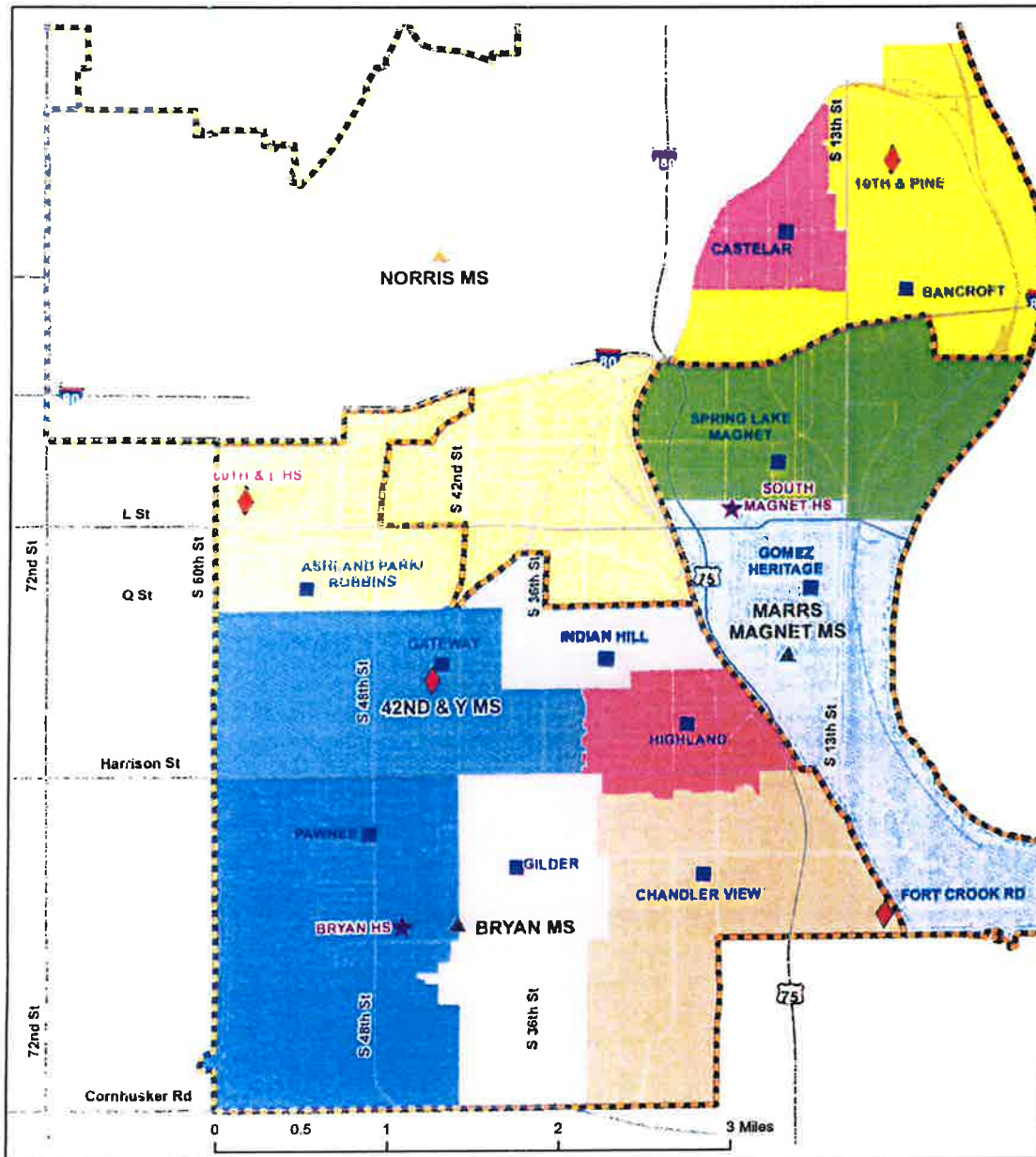
1 SITE PLANTING PLAN
 SCALE: 1" = 40'-0"

RECEIVED

JUL 16 2019

PLANNING DEPT.

Current South Omaha Elementary and Middle School Boundaries



Current Boundary Overview

- The map and tables below show the student counts, utilization, and demographics of OPS students living in the current elementary and middle school boundaries in South Omaha.
- All numbers shown are based on a change to a K-5, 6-8 grade configuration, allowing for a more consistent pathway for students.
- All building capacity numbers do not include PK rooms or portables, and account for any planned renovations.
- The Current MS Feeder % table shows where, and at what percentage, each elementary school feeds to the middle school level. Currently 1 elementary school splits at the middle school level.

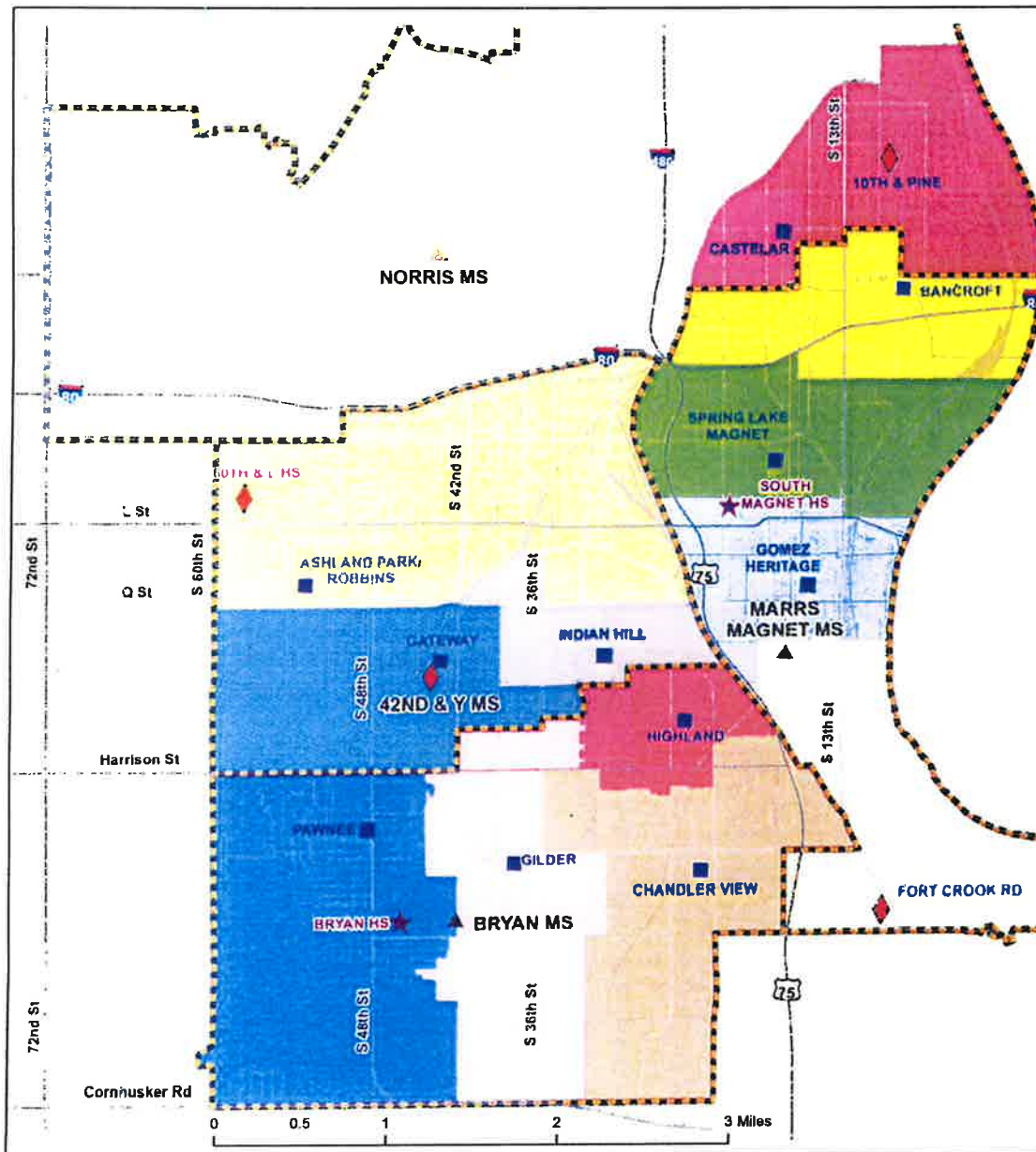
School	After Bond Capacity (PK Rooms Removed - No Portables)	Proposed Grade Config.	Current K-5 Live-In	Current K-5 Live-In Utilization
Ashland Park/Robbins	817	K-5	684	83.7%
Bancroft	646	K-5	757	117.2%
Castelar	494	K-5	650	131.6%
Chandler View	551	K-5	384	69.7%
Gateway	722	K-5	752	104.2%
Gilder	456	K-5	224	49.1%
Gomez Heritage	741	K-5	971	131.0%
Highland	494	K-5	429	86.8%
Indian Hill	760	K-5	683	89.9%
New ES #1 (Port Crook Rd)	551	K-5		
New ES #2 (10th & Pine)	551	K-5		
Pawnee	323	K-5	292	90.4%
Spring Lake Magnet	779	K-5	785	100.8%
Total	7,885		6,611	83.8%

Middle School	After Bond Capacity (No Portables)	Proposed Grade Config.	Current Live-In	Current Live-In Utilization
Bryan	720	6-8	1,383	192.1%
Marrs	1,152	6-8	841	73.0%
Norris	1,260	6-8/7-8	1,596	126.7%
New Middle School	954	6-8		
Total	4,086		3,820	93.5%

Current MS Feeder %				
	Bryan	Marrs	Norris	New MS
Ashland Park/Robbins	3.2%	0%	68%	0%
Bancroft	0%	0%	100%	0%
Castelar	0%	0%	100%	0%
Chandler View	100%	0%	0%	0%
Gateway	100%	0%	0%	0%
Gilder	100%	0%	0%	0%
Gomez Heritage	0%	100%	0%	0%
Highland	100%	0%	0%	0%
Indian Hill	100%	0%	0%	0%
Pawnee	100%	0%	0%	0%
Spring Lake Magnet	0%	100%	0%	0%

Schools		Current ES Boundaries	
◆	New School	■	Ashland Park/Robbins
■	ES	■	Bancroft Elementary
▲	MS	■	Castelar Elementary
★	HS	■	Chandler View Elementary
—	Railroad	■	Gateway Elementary
—	Current MS Boundaries	■	Gilder Elementary
		■	Edward Gabe Gomez Heritage Elem
		■	Highland Elementary
		■	Indian Hill Elementary
		■	Pawnee Elementary
		■	Spring Lake Magnet Center

Option 1 - South Omaha Elementary and Middle School Boundaries



Option 1 Overview

- All elementary schools feed 100% to one middle school
- All schools below 90% live-in utilization except for Spring Lake Magnet
- Middle school live-in utilization ranges from a low of 87.3% to a high of 98.7%
- 1,350 K-5 students change home attendance area
- 1,234 6-8 students change home attendance area

School	After Bond Capacity (PK Rooms Removed - No Portables)	Proposed Grade Config.	Current K-5 Live-In	Current K-5 Live-In Utilization	Proposed Live-In K-5	Proposed Live-In Utilization
Ashland Park/Robbins	817	K-5	684	83.7%	684	83.7%
Bancroft	646	K-5	757	117.2%	560	86.7%
Castelar	494	K-5	650	131.6%	408	82.6%
Chandler View	551	K-5	384	69.7%	374	67.9%
Gateway	722	K-5	752	104.2%	583	80.7%
Gilder	456	K-5	224	49.1%	341	74.8%
Gomez Heritage	741	K-5	971	131.0%	619	83.5%
Highland	494	K-5	429	86.8%	380	76.9%
Indian Hill	760	K-5	683	89.9%	683	89.9%
New ES #1 (Fort Crook Rd)	551	K-5			473	85.8%
New ES #2 (10th & Pine)	551	K-5			474	86.0%
Pawnee	323	K-5	292	90.4%	282	87.3%
Spring Lake Magnet	779	K-5	785	100.8%	750	96.3%
Total	7,885		6,611	83.8%	6,611	83.8%

Middle School	After Bond Capacity (No Portables)	Proposed Grade Config.	Current Live- In	Current Live- In Utilization	Proposed Live-In	Proposed Live-In Utilization
Bryan	720	6-8	1,383	192.1%	645	89.6%
Marris	1,152	6-8	841	73.0%	1,133	98.4%
Norris	1,260	6-8/7-8	1,596	126.7%	1,100	87.3%
New Middle School	954	6-8			942	98.7%
Total	4,086		3,820	93.5%	3,820	93.5%

	Proposed MS Feeder %			
	Bryan	Marris	Norris	New MS
Ashland Park/Robbins	0%	0%	0%	100%
Bancroft	0%	100%	0%	0%
Castelar	0%	0%	100%	0%
Chandler View	100%	0%	0%	0%
Gateway	0%	0%	0%	100%
Gilder	100%	0%	0%	0%
Gomez Heritage	0%	100%	0%	0%
Highland	100%	0%	0%	0%
Indian Hill	0%	0%	0%	100%
New ES #1 (Fort Crook Rd)	0%	100%	0%	0%
New ES #2 (10th & Pine)	0%	0%	100%	0%
Pawnee	100%	0%	0%	0%
Spring Lake Magnet	0%	100%	0%	0%

Schools	Proposed ES Boundaries
◆ New School	Ashland Park/Robbins
■ ES	Bancroft Elementary
▲ MS	Castelar Elementary
★ HS	Chandler View Elementary
● Railroad	Edward Babe Gomez Heritage Elmt
◆◆◆ Proposed MS Boundaries	Gateway Elementary
	Gilder Elementary
	Highland Elementary
	Indian Hill Elementary
	New ES (10th & Pine)
	New ES (Fort Crook Rd.)
	Pawnee Elementary
	Spring Lake Magnet Center



DISTRICT OPERATIONAL SERVICES

3215 Cuming St. Omaha, NE 68131
(531) 299-9842 Fax 531-299-0412

Chris Shewchuk, Planning Director
City of Bellevue: Planning Department
1510 Wall Strret
Bellevue, NE 68005

RE: OPS Fort Crook Road Elementary School

Mr. Shewchuk,

To help facilitate concerns of students crossing Fort Crook Road, the Omaha Public Schools will provide transportation to students living within the one mile walk zone on the east side of Fort Crook Road. Students outside of the one mile walk zone are provided transportation through our Student Assignment Plan. Buses will transport students to the school via Chandler Road east to Nebraska Drive to drop them off at the main entrance of the school.

Respectfully,

A handwritten signature in black ink, appearing to read "Dr. Lisa Sterba".

Dr. Lisa Sterba
Chief Operations Officer

RECEIVED

SEP 11 2019

PLANNING DEPT.

Record & Return To:
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

CITY OF BELLEVUE
CONDITIONAL USE PERMIT
LOT 3, SOUTH WOODS REPLAT 3,
LOCATED IN THE SOUTHWEST ¼ OF SECTION 14, AND THE SOUTHEAST ¼ OF SECTION 15,
T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

Conditional Use Permit for Douglas County School District 00001

This Conditional Use Permit issued this _____ day of _____, 2019 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska ("City") to Douglas County School District 00001, ("Applicant"), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, Douglas County School District 00001, is the legal owner of Lot 1, South Woods Replat 3, located in the Southwest ¼ of Section 14 and the Southeast ¼ of Section 15, Township 14 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, consisting of approximately 14.48 acres, more or less ("Property"). Applicant desires to use the Property for the purpose of an elementary school; and

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

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

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

Conditions of Permit

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

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

- b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A") and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
 - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
- a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and opportunity to cure in the time and manner described below.
 - b. Construction of the Use authorized by this Permit must be initiated within 24 months after the date of the approval of this Permit otherwise such Permit shall become void.
 - c. Applicant may maintain an elementary school facility on the Property.
 - d. Applicant shall provide transportation to all students living on the east side of Fort Crook Road.
 - e. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
 - f. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
 - g. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
 - h. Applicant shall ensure that its transportation practices avoid stacking busses across the railroad tracks adjacent to the Property by primarily utilizing Nebraska Drive to Chandler Road for its bus routing. Applicant shall also require appropriate training of its bus drivers and its contractor's bus drivers regarding such stacking practices.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
- a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
 - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
 - c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to

promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the same to be removed at Applicant's cost (including, but not limited to, the cost of any excavation and earthwork that is necessary or advisable in connection with the removal thereof) and the Applicant shall reimburse the City the costs incurred to remove the same. Applicant hereby irrevocably grants the City, its agents and employees, the rights, provided notice is furnished to the Applicant along with a reasonable time to remove or cure such hazard, to enter the Property and to take whatever action as is necessary or appropriate to remove any such hazards, nuisances in accordance with the terms of this Permit, and the right of the City to enter the Property as may be necessary or appropriate to carry out any other provision of this Permit.

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

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

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

Douglas County School District 00001
3215 Cuming Street
Omaha, NE 68131

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

Effective Date:

This Permit shall take effect upon the filing hereof with the City Clerk a signed original hereof.

The City of Bellevue

By: _____
Rusty Hike, Mayor

ATTEST:

Susan Kluthe, City Clerk

STATE OF NEBRASKA)
)SS:
COUNTY OF SARPY)

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

Witness my hand and notarial seal this ____ day of _____, 2019.

Notary Public

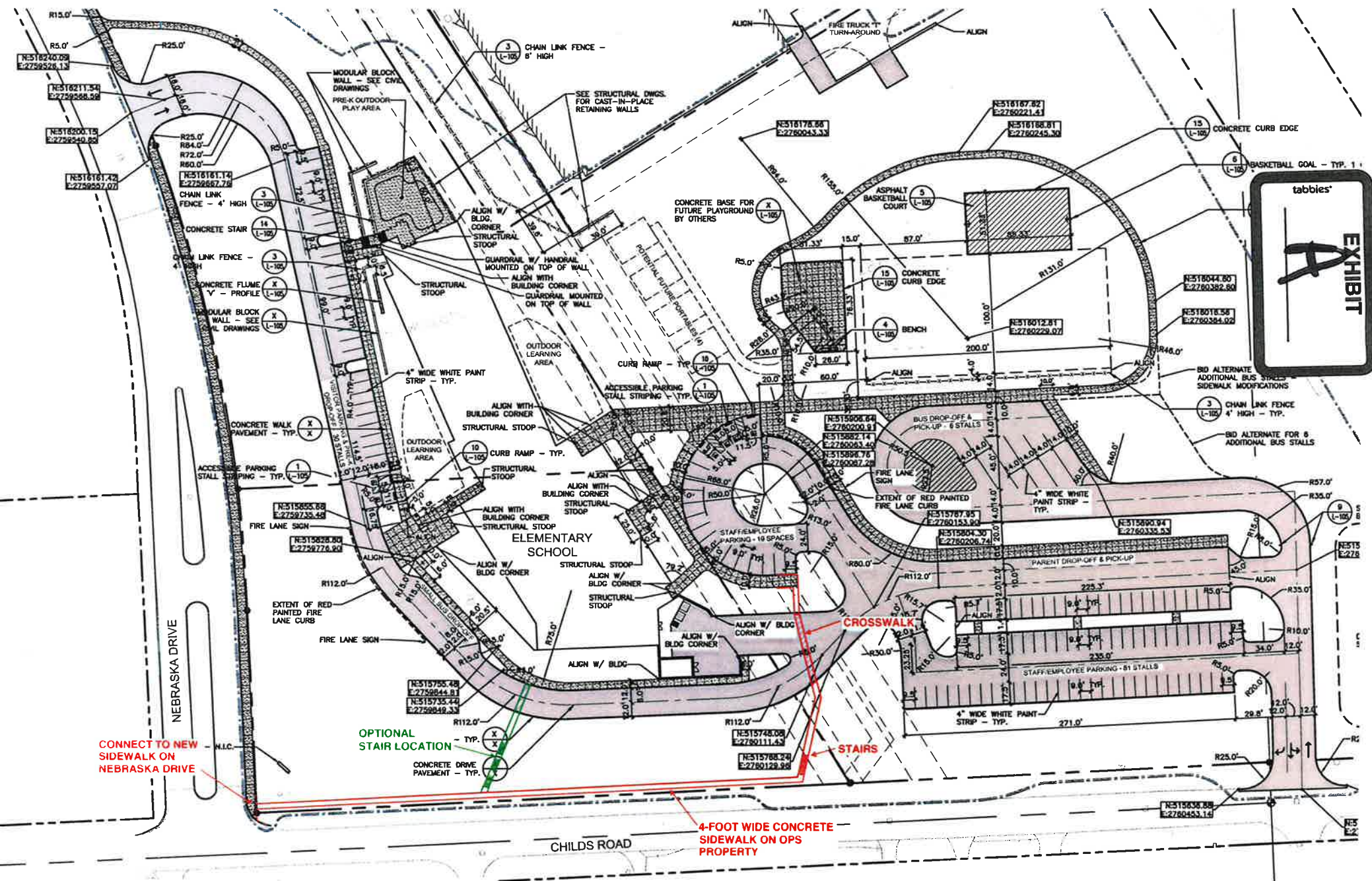
Dr. Cheryl Logan, Superintendent
Douglas County School District 00001

STATE OF NEBRASKA)
)SS:
COUNTY OF _____)

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

Witness my hand and notarial seal this ____ day of _____, 2019.

Notary Public



Project Landscape Requirements

Exterior Planting - Street View Landscaping

Required: 15 FT. deep, 40 FT. O.C. and 3 shrubs/40
LA. FT. street frontage
Street View - 15 FT. deep, 700 LA. FT. frontage
Required: 18 Trees, 87 shrubs
Provided: 18 Trees, 80 shrubs
Other Notes - Additional Landscaping
Required: 20 FT. deep @ required side intersecting street
from 40 FT. O.C. and minimum 8 FT. evergreen hedge)
Required: - 15 FT. deep, 1100 LA. FT. frontage
Provided: 20 Trees, 250 shrubs

Other Notes - Interior Planting Landscaping
Minimum required - 18 S.F./parking space 1 Tree/200 S.F.
Parking lot including drive - 20 parking spaces
Required area - 200 S.F./2 trees
Provided - 200 S.F./2 trees

Other Notes - Interior Planting Landscaping
Minimum required - 18 S.F./parking space 1 Tree/200 S.F.
Parking lot including drive - 100 parking spaces
Required - 1,800 S.F./2 trees
Provided: 1,800 S.F./2 trees

Other Notes - Interior Planting Landscaping
Minimum required - 18 S.F./parking space 1 Tree/200 S.F.
Parking lot including drive - 8 parking spaces
Required area - 114 S.F./1 tree
Provided - 114 S.F./1 tree

PLANT SCHEDULE

COMMON NAME	SCIENTIFIC NAME	QTY.	SIZE	ROOT CONDITION	SPACING
SHRUB TREES					
New Horizon Elm	Ulmus 'New Horizon'	8	2" Cal.	360	As Shown
San Valley Red Maple	Acer rubrum 'San Valley'	11	2" Cal.	360	As Shown
Prickly Pear Hedge	Cylindropuntia 'Prickly Pear'	8	2" Cal.	360	As Shown
Black Hills Spruce	Picea canadensis 'Black Hills'	12	2" Cal.	360	As Shown
Swamp White Oak	Quercus alba	9	2" Cal.	360	As Shown
SHRUB TREES					
Eastern Redbud	Cornus americana	7	1-1/2" Cal.	360	As Shown
Flame Arrow Maple	Acer glabrum 'Flame'	6	1-1/2" Cal.	360	As Shown
Heavy Blue Japanese Tree Lilac	Syringa reticulata 'Heavy Blue'	11	1-1/2" Cal.	360	As Shown
SHRUB TREES					
Black Hills Spruce	Picea canadensis	11	8" H.	360	As Shown
Colorado Fir	Abies concolor	3	8" H.	360	As Shown
SHRUB TREES					
Anthony's Winter Spruce	Abies balsamea	47	12" H.	360	As Shown
Compact Oregon Grape	Mahoea repens	63	12" H.	360	As Shown
Heavy Juniper	Juniperus horizontalis	81	12" H.	360	As Shown
Chartreuse Korean Lilac	Syringa vulgaris 'Chartreuse'	88	12" H.	360	As Shown
Redbud Japanese	Edgewood 'Redbud'	33	12" H.	360	As Shown
Little Quail Pine	Pinus strobus 'Little Quail'	41	12" H.	360	As Shown
Hydrangea	Hydrangea arborescens	16	12" H.	360	As Shown
Redbud Juniper	Juniperus arborescens	88	12" H.	360	As Shown
Mini July Juniper	Juniperus arborescens	88	12" H.	360	As Shown
Sea Green Juniper	Juniperus arborescens	88	12" H.	360	As Shown
Reverend Spruce	Abies balsamea	14	12" H.	360	As Shown
SHRUB TREES					
New Little Blueberry	Vaccinium vitis-idaea	201	1 Cal.	30" O.C.	As Shown
Japanese Purple	Amelanchier alnifolia	104	1 Cal.	30" O.C.	As Shown
Prospice	Prospice	114	1 Cal.	30" O.C.	As Shown
Japanese Red	Amelanchier alnifolia	88	1 Cal.	30" O.C.	As Shown

K&H
Kaneath Hahn
Architects
1343 South 79th Street
Omaha, NE 68124-1012

BIG MUDDY
Workshop
1343 South 79th Street
Omaha, NE 68124-1012

IT SUBMITTAL

tabbles[®]
EXHIBIT

Project Number: 109-010
Date: 14 AUG 2019
Drawn by: BLS
Checked by: SP

PRELIMINARY
DRAWING NOT FOR
CONSTRUCTION

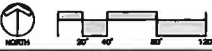
OMAHA PUBLIC SCHOOLS
FORT CROOK ROAD ELEMENTARY SCHOOL
SITE PLANTING PLAN

SHEET NO.
L-103

1 SITE PLANTING PLAN
SCALE: 1" = 40'-0"

PLANTING LEGEND

EXISTING DECIDUOUS TREE TO REMAIN	PROPOSED DECIDUOUS SHRUB
PROPOSED DECIDUOUS CANOPY TREE	PROPOSED CONIFER SHRUB
PROPOSED CONIFER TREE	PROPOSED PERENNIALS
	PROPOSED CONIFER SHRUBS
	EXTENTS OF TURFING SOIL
	METAL EDGING - TYP.



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 FORT CROOK ROAD AND 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:

Request to rezone Lot 1, South Woods Replat 3, being a replat of Lot 2, Pendleton and Lots 7 and 8 South Woods, located in the Southwest $\frac{1}{4}$ of Section 14, and the Southeast $\frac{1}{4}$ of Section 15, all located in T14N, R13E of the 6th P.M., Sarpy County, Nebraska

From MH (Heavy Manufacturing Zone), BGH (Heavy General Business Zone) and RG-8 (General Residence, 800 Square Foot Zone) to RG-8 (General Residence, 800 Square Foot Zone)

(Kenneth Hahn Architects)

Section 2. This ordinance shall not take effect until such time as the final plat of South Woods Replat 3 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: _____

14a.
10/15/19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/15/2019		SUBMITTED BY: City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of the Annual Veteran's Parade

SYNOPSIS/BACKGROUND:

The Greater Bellevue Area Chamber of Commerce / Bellevue Economic Enhancement Foundation is applying for an Event License for the annual Nebraska's Official Veteran's Parade to be held on Saturday, November 9, 2019 from 7:00 a.m. to 12:00 p.m. The parade will utilize Mission Avenue to Franklin Street ending at Washington Park.

FISCAL IMPACT: \$ 50.00 BUDGETED FUNDS: NO GRANT/MATCHING FUNDS: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approval of the Event Application for the Great Bellevue Area Chamber of Commerce / Bellevue Economic Enhancement Foundation for Nebraska's Official Veteran's Parade on Saturday, November 9, 2019 utilizing Mission Avenue to Franklin Street, ending at Washington Park from 7:00 a.m. to 12:00 p.m.

ATTACHMENTS:

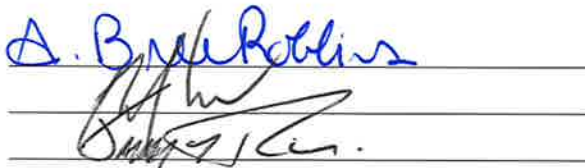
1. Event Application	2. Memo from Kevin Hensel, Pres. and CEO	3. Comments from Police, Parks, and Streets
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





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: September 24, 2019

APPLICANT (Name/Address/Phone #): Greater Bellevue Area Chamber of Commerce, attn: Kevin Hensel, 1036 Bruin Blvd, Suite 119, Bellevue, NE 68005, 402-281-4997

CORPORATION (Name/Address): Bellevue Economic Enhancement Foundation and Greater Bellevue Area Chamber of Commerce

CORPORATION OFFICERS: Ralph Gladbach, GP Architect, Chair; Amanda Andrews, Great Western Bank, Immediate Past Chair; Amanda Glazebrook, Scott Conference Center, Vice President, Tom Deall, Chick-Fil-A, Bellevue, Secretary, Todd Aerni, Hillcrest Health Systems

PROPOSED ACTIVITY: Nebraska's Official Veteran's Parade

DAY/DATE OF PROPOSED ACTIVITY: Saturday, November 9th, 2019

LOCATION OF PROPOSED ACTIVITY: Mission Avenue to Franklin Street ending at Washington Park

HOURS OF OPERATION: 7:00 a.m. to 12:00 noon

WHAT PROVISIONS, IF APPLICABLE, HAVE BEEN MADE FOR THE FOLLOWING:

1. Sanitary Facilities: Porta Potties at Mission and Burt Murphy and Washington Park
2. Running Water: None needed
3. Power: None Needed
4. Parking: Side streets north and south of Mission Avenue
5. Insurance:

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: *Kevin Hensel*

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on _____.

City Council hearing date: _____

License Fee of \$50 paid on: _____ Receipt #: _____

RECEIVED

SEP 24 2019

CITY CLERK

NOTE: Police Dept./Parks Dept./Street Dept. make recommendations on reverse side.

MEMO

Susan -
FYI
circulate AB
NEEDED.
6:00

To: Mayor Rusty Hike
Bellevue City Council

From: Kevin Hensel, President and CEO
Greater Bellevue Area Chamber of Commerce

Date: September 24, 2019

Re: Nebraska's Official Veteran's Parade

We are thrilled to produce the annual Nebraska's Official Veteran's Parade for the Bellevue-Offutt community again in 2019. I'd like to request permission to close off to traffic and use Mission Avenue (Highway 370) and Franklin Street to Washington Park for the parade on Saturday, November 19th, 2019 from approximately 7:00 a.m. until 12:00 noon.

Thank you for your time and consideration.



Susan Kluthe

From: Larry Lampman
Sent: Wednesday, October 2, 2019 12:45 PM
To: Susan Kluthe
Cc: Dave Stukenholtz; Bobby Riggs; Jim Ristow; Mark Blackburn; Jeff Roberts
Subject: Re: Attached Image

No issues from the police department.

Thanks,
Larry

Sent from my iPhone

On Oct 2, 2019, at 12:09 PM, Susan Kluthe <Susan.Kluthe@bellevue.net> wrote:

Please review Event Application for Veteran's Parade. I have attached the Event Review Form for your comments. Please sign and return back to me for the Council packet. Let me know if you have any questions.

Thank you!

Susan Kluthe

City Clerk

City of Bellevue

1500 Wall Street

Bellevue, NE 68005

402.293.3007

susan.kluthe@bellevue.net

<1575_001.pdf>

<Event Review Form.docx>



**CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM**

**City of Bellevue
City Clerk
1500 Wall Street
Bellevue, NE 68005
(402) 293-3007**

☐ Police Department
☒ Captain Stukenholtz
☒ Sgt. Larry Lampman

☐ Parks Department
☐ Jim Shada
☐ Mark Blackburn

☐ Streets Department
☐ Bobby

☐ Public Works Department
☐ Jeff Roberts

FROM: Susan Kluthe

DATE: September 17, 2019

SUBJECT: Request for an Event License Application from Greater Bellevue Area Chamber of Commerce, for the Veteran's Day Parade on Saturday, November 9, 2019, from 7:00 a.m. to 12:00 p.m.

Please make comments on the above request and return to Susan Kluthe, by, **October 8, 2019**. I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly.

☐ Comments

☒ No Comments

Capt. DG Stukenholtz

Signature or Fill in Your Name

10-4-19

Date

Susan Kluthe

From: Bobby Riggs
Sent: Wednesday, October 2, 2019 3:27 PM
To: Susan Kluthe; Dave Stukenholtz; Larry Lampman; Jim Ristow; Mark Blackburn
Cc: Jeff Roberts
Subject: RE: Attached Image

No known conflicts.

By all indications, MUD is scheduled to have their work completed at the intersection of Mission and Franklin prior to the event.

Streets will coordinate with Police and event sponsor to provide barricading and detour route marking as needed.

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: Wednesday, October 02, 2019 12:10 PM
To: Dave Stukenholtz; Larry Lampman; Bobby Riggs; Jim Ristow; Mark Blackburn
Cc: Jeff Roberts
Subject: FW: Attached Image

Please review Event Application for Veteran's Parade. I have attached the Event Review Form for your comments. Please sign and return back to me for the Council packet. Let me know if you have any questions.

Thank you!

Susan Kluthe
City Clerk
City of Bellevue
1500 Wall Street
Bellevue, NE 68005
402.293.3007
susan.kluthe@bellevue.net

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
10/15/19

COUNCIL MEETING DATE:	10/15/2019	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 2020 Paving 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:

Allows City to finance project, as budgeted. \$5,800,000

BUDGETED ITEM: ☒ YES ☐ NO

GRANT/MATCHING FUNDS

☒ YES

☒ NO

IF NO, EXPLAIN:

IF YES, %, \$, EXPLAIN:

CIP ST(20) 1, 2, 3, 4, 5 6, 7, 8, 9, 10, 11, 12, 13 & 14
1, 2 & 3 are Federal Aide Projects (NDOT)

PROJECT NAME, CALENDAR AND CODING:

Requestor Finance	Project Name:	Paving Projects	
	Expected Start Date:	10/16/2019	Expected End Date: 08/31/2020
	CIP Project Name:	See background descriptions	
	MAPA # and Name:		
	Street District # and Name:	Multiple Districts, see Resolution	
	Distribution Code:	PROJ-231901	
		[Fund-Dept-Project-Subproject-Funding Source-Cost Center]	
	GL Account #:	7010	GL Account Name:

RECOMMENDATION:

We recommend adoption of this resolution to preserve the City's flexibility in financing improvements to Street Districts

BACKGROUND:

ST 20(1) ROW Acquisition 36th Street
ST 20(2) So 36th St; Hwy 370 to Sheridan Rd - PH 1 CONSTRUCTION, YEAR 1
ST 20(3) S 36th St; Sheridan to Platteview - YR 1 DESIGN/ENG., ROW
ST 20(4) 25th Street Design
ST 20(5) 36 Street North Design
ST 20(6) City-wide, various locations - concrete rehab
ST 20(7) Capehart Road, Kennedy Freeway to Dow Street
ST 20(8) Giles Road, 36th to 42nd St - RESURFACING
ST 20(9) 25th St, Cornhusker Rd to Gilmore Rd-Re-surfacing
ST 20(10) 15th Street, Cornhusker to Thurston RESURFACING
ST 20(11) Betz Road, Martinview to Lloyd RESURFACING
ST 20(12) 36th S. Landings Dr to Cornhusker Rd
ST 20(13) 25th St, Ponderosa Dr to Hwy 370
ST 20(14) Avery Road, Galvin to Fort Crook storm sewer repair

ATTACHMENTS:


1	Resolution No. 2019-36	4	
2		5	
3		6	

SIGNATURES:

ADMINISTRATOR APPROVAL:

FINANCE APPROVAL:

LEGAL APPROVAL:



RESOLUTION NO. 2019-36

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 February 11, 2019, in the Council Chambers at Bellevue City Hall, 1500 Wall Street, on the proposed City of Bellevue One- and Six-Year Street Plan, and

WHEREAS, the proposed One- and Six-Year Street Plan was reviewed by the Mayor and City Council and opportunity for public testimony was given and received, and

WHEREAS, the districts listed below are included in the 2019 One- and Six-Year Street 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 paving improvements within Street Improvement District Nos. 2011-3, 2011-6, 2011-10, 2011-30, 2011-31, 2018-2, 2018-3, 2018-5 and 2018-10 of the City. The preliminary estimate of debt contemplated to be issued for such project exceeds \$3,000,000.

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:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15b.
10/15/19

COUNCIL MEETING DATE:	October 15, 2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
SUBMITTED BY: Jeff Roberts, Public Works Director		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED
		RESOLUTION	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED
		CURRENT BUSINESS	<input type="checkbox"/> PUBLIC HEARING REQUIRED
		CONSENT	
		OTHER (SEE CLERK)	

SUBJECT:

36th Street Sheridan Road - Platteview Road

SYNOPSIS:

Approve the Resolution and Professional Services Agreement between the City of Bellevue and Olsson for 36th Street Sheridan Road - Platteview Road Project.

BACKGROUND

This proposed project consists of roadway widening improvements to the 36th Street corridor between Blaine Avenue and Platteview Road. Phase 2 includes a length of approximately 7,670 feet of roadway improvements from Platteview Road to Sheridan Road.

FISCAL IMPACT: \$ 882,000.00	BUDGETED FUNDS? Yes	GRANT/MATCHING FUNDS? Yes
\$882,000.00 80/20 NDOT		

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? Yes		COUNTER-PARTY:		INTERLOC N/A	
CONTRACT DESCRIPTION: 36th Street Sheridan Road- Platteview Road, Bellevue					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME: 36th Street Sheridan Road- Platteview Road, Bellevue					
START DATE:		END DATE:		PAYMENT DATE:	
				INSURANCE REQUIRED	
CIP PROJECT NAME: 36th Street Sheridan Road- Platteview Road, Bellevue		CIP PROJECT NUMBER: ST 20(3)			
MAPA NAME(S):		MAPA NUMBER(S): MAPA-3773(1)			
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Authorize the Mayor to approve the Resolution and sign the Professional Services Agreement between the City of Bellevue and Olsson for \$882,000.00

ATTACHMENTS:

1 Professional Design Agreement	4
2 Resolution 2019-37	5
3	6

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:



RESOLUTION

SIGNING OF FINAL DESIGN ENGINEERING AGREEMENT – BK1935

City of Bellevue

Resolution No. 2019-37

Whereas: City of Bellevue is developing a transportation project for which it intends to obtain Federal funds;

Whereas: City of Bellevue as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project;

Whereas: City of Bellevue and Olsson, wish to enter into a Professional Services Agreement to provide preliminary engineering services for the Federal-aid project.

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

Rusty Hike, Mayor of the City of Bellevue, is hereby authorized to sign the attached preliminary engineering services agreement between City of Bellevue, Nebraska and Olsson,

NDOR Project Number: MAPA-3773(1)

NDOR Control Number: 22288

NDOR Project Description: 36Th Street, Sheridan Road, Platteview Road

Adopted this _____ day of _____, 2019 at _____ Nebraska.
(Month)

The City Council of the City of Bellevue, Nebraska

Mayor

Board/Council Member _____

Moved the adoption of said resolution

Member _____ Seconded the Motion

Roll Call: _____ Yes _____ No _____ Abstained _____ Absent

Resolution adopted, signed and billed as adopted

Attest:

Signature City Clerk

Agreement No.	BK1935
NTP Date	9/16/2019
Agreement Amount	CPFF \$882,000.00

PROFESSIONAL SERVICES AGREEMENT
LPA PROJECTS
PRELIMINARY ENGINEERING SERVICES

CITY OF BELLEVUE
OLSSON
PROJECT NO. MAPA-3773(1)
CONTROL NO. 22288
36TH STREET SHERIDAN ROAD – PLATTEVIEW ROAD, BELLEVUE

THIS AGREEMENT is between the City of Bellevue ("LPA") and Olsson ("Consultant"), collectively referred to as the "Parties".

WITNESSETH

WHEREAS, State is authorized by state law to assist Nebraska Local Public Agencies, hereinafter referred to as LPA or LPAs, with obtaining and expending federal funds for local transportation projects, and

WHEREAS, State is presently assisting LPAs in the development of Federal-aid LPA transportation projects for local streets, roads and facilities, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. MAPA-3773(1) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "D" and incorporated herein by this reference, and

WHEREAS, LPA used a qualification based selection process to select Consultant to provide Preliminary Engineering services, hereinafter referred to as Services, and

WHEREAS, Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, LPA and Consultant wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

WHEREAS, Consultant is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement, and agrees to comply with all applicable federal-aid transportation project related program requirements, so that Consultant's costs under this agreement will be eligible for federal reimbursement, and

WHEREAS, LPA and Consultant intend that these Services be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultant should request from LPA or State the contact information for Consultant's primary point of contact for this project, and

WHEREAS, the Parties understand that this Agreement will be posted to a publically accessible database of State agreements pursuant to the requirements Neb.Rev.Stat. § 84-602.04.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this Agreement the following terms are used, they shall have the following meaning:

“LPA” for this Agreement LPA means City of Bellevue who has jurisdictional responsibility over the transportation facility that will be the subject of this Agreement with Consultant. In this Agreement, LPA may also be used to refer to all Local Public Agencies, collectively. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

“CONSULTANT” means the firm of Olsson and any employees thereof, whose business and mailing address is 601 P Street, Suite 200, Lincoln, Nebraska 68508.

“LPA MANUAL” means the Nebraska Department of Transportation’s LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>.

“STATE” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State will act as an agent of LPA and will represent the interests of the United States Department of Transportation in the development and construction of such LPA’s project when State is managing the project on behalf of the LPA.

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

SECTION 2. *This section has intentionally been left blank.*

SECTION 3. *This section has intentionally been left blank.*

SECTION 4. NOTICE TO PROCEED AND COMPLETION SCHEDULE

- 4.1 Consultant was issued a Notice-to-Proceed effective September 16, 2019.
- 4.2 In the event that prior to the Effective Date of this Agreement, LPA or State, on LPA’s behalf, issue Consultant a Notice-to-Proceed and Consultant began work, State, on LPA’s behalf, will pay for such work in accordance with this Agreement and the Parties are bound by this Agreement as if the work had been completed after the Effective Date of the Agreement.
- 4.3 Consultant shall complete the Services according to the schedule in attached Exhibit “A” and shall complete all Services required under this Agreement in a satisfactory manner by December 31, 2021. Costs incurred by Consultant after the completion date, are not eligible for reimbursement unless Consultant has received a written extension of time from LPA or State, on LPA’s behalf. Extensions of the time to complete the Services must not be construed as an extension to the duration of the agreement.
- 4.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributable to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 5. DURATION OF THE AGREEMENT (Matches Construction Project Lifespan)

PROFESSIONAL SERVICES AGREEMENT

- 5.1 Effective Date – This Agreement is effective when executed by the Parties.
- 5.2 Expiration Date – This Agreement expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 5.3 Duration of the Agreement – The Agreement duration is from the Effective Date to the Expiration Date. The Agreement duration is “specified” under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 5.4 Identifying Date – This Agreement may be identified by the date LPA signed the agreement.
- 5.5 Termination or Suspension – LPA, or State on LPA’s behalf, reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

SECTION 6. SCOPE OF SERVICES

- 6.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide final design for project MAPA-3773(1), 36th Street, Sheridan Road, in Sarpy County, Nebraska. The Scope of Services (“Services”) is outlined in Exhibit “A”, attached and incorporated herein by this reference.
- 6.2 Exhibit “A” is the result of the following process:
- Consultant was provided with a document describing the detailed proposed Scope of Services for this project
 - Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
 - Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit “A”.
- 6.3 LPA, or State on LPA’s behalf, has the absolute right to add or subtract from the Scope of Services at any time and such action on its part will in no event be deemed a breach of this agreement. The addition or subtraction will become effective seven days after mailing written notice of such addition or subtraction.
- 6.4 Any change in the Services will follow the process specified in the *Out of Scope Services and Consultant Work Orders* section in Exhibit “B”, attached and incorporated herein by this reference.

SECTION 7. STAFFING PLAN (PE)

- 7.1 Consultant has provided LPA and State with Staffing Plan(s), described in Exhibit “A”. The Staffing Plan(s) identifies the employees of Consultant and Subconsultant who are anticipated to provide Services under this Agreement. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan(s) to be primarily responsible for completing the Services under this Agreement. LPA and State consider the Principals, Senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the Services provided. Consultant and Subconsultant may make occasional temporary changes to the key personnel. However, any permanent change to Consultant’s or Subconsultant’s key personnel will require prior written approval from LPA, or State on LPA’s behalf.

PROFESSIONAL SERVICES AGREEMENT

- 7.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or Subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the Services on schedule will be cause for termination of this Agreement, with settlement to be made as provided in Exhibit "B".

SECTION 8. *This section has intentionally been left blank.*

SECTION 9. NEW EMPLOYEE WORK ELIGIBILITY STATUS

- 9.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants 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.

- 9.2 The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows:

Neb.Rev.Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

- 9.3 If Consultant is an individual or sole proprietorship, the following applies:
- Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>.
 - If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb.Rev.Stat. §4-108.

SECTION 10. FEES AND PAYMENTS

- 10.1 Consultant's fee proposal is attached as Exhibit "A" and incorporated herein by this reference.

- 10.2 The general provisions concerning payment under this Agreement are attached as Exhibit "B".

SECTION 11. CONSULTANT'S PERFORMANCE (LPA PE)

11.1 Standard of Performance

Consultant shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Consultant shall complete the Services exercising good and sound professional judgment and practices. Consultant's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.

11.2 Quality of Service

Consultant agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Consultant agrees to permit LPA, or State on LPA's behalf, access at all times to the work product for purposes of reviewing same and determining that the Services are being performed in accordance with the terms of this Agreement.

11.3 Performance Evaluation

11.3.1 LPA, or State on LPA's behalf, retains the discretion to conduct an evaluation of Consultant's performance at any time. Consultant's performance may be subject to an evaluation in the following performance categories: (1) communication and cooperation; (2) quality; (3) recordkeeping; (4) timeliness; (5) scope and budget; (6) project manager; and (7) technical performance. Consultant understands that if LPA, or State on LPA's behalf, determines that Consultant's performance is not meeting, has not met, or is at risk of not meeting the Standard of Performance set out herein, LPA, or State on LPA's behalf, may conduct a Consultant Performance Evaluation based on the applicable foregoing performance categories. If LPA, or State on LPA's behalf, chooses to conduct a Consultant Performance Evaluation, LPA, or State on LPA's behalf, will notify Consultant of the evaluation including necessary instructions and procedures for complying with the evaluation.

11.3.2 Consultant shall, to the fullest extent reasonable, implement and make modifications and changes in response to the evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the Performance Evaluation. LPA's or State's remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

11.4 LPA's or State's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed during or after the construction of the project, Consultant shall re-perform the Services at no cost to LPA or State. Further, Consultant shall reimburse LPA or State for any costs incurred by LPA or State for necessary remedial work. Consultant shall respond to LPA's or State's notice of any errors, omissions, or negligence within twenty four (24) hours and give immediate

PROFESSIONAL SERVICES AGREEMENT

attention to necessary corrections to minimize any delays to the project. This may involve visits by Consultant to the project site, if directed by LPA or State. If Consultant discovers errors, omissions, or negligence in its Services, Consultant shall notify LPA and State of the errors within three (3) business days. Failure of Consultant to notify LPA and State constitutes a breach of this Agreement.

If Consultant fails to re-perform the Services, or if LPA or State determines that Consultant will be unable to correct substandard Services before the time specified for completion in this Agreement, LPA or State may correct such unsatisfactory Services; or may use third parties and charge Consultant for the costs incurred.

If LPA or State requires Consultant to remedy any deficiencies in the Services, Consultant shall make such corrections at no additional cost to LPA or State. Any increase or decrease in the scope of the Services or any modification of the specifications will be made only by written agreement signed by the Parties. Consultant shall bear legal liability for all damages incurred by LPA or State caused by Consultant's errors, omissions, or negligent acts without liability or expense to LPA or State. The rights and remedies of LPA or State provided herein are in addition to any other remedies provided by law.

SECTION 12. CONSULTANT'S ACCOUNTABILITY FOR ITS SERVICES (LPA)

- 12.1 Consultant agrees that LPA and State will rely on the professional training, experience, performance and ability of Consultant. Consultant agrees that examination by LPA, State, or Federal Highway Administration of the United States Department of Transportation (FHWA), approval, acceptance, use of, or acquiescence in Consultant's Services, will not be considered a full and comprehensive examination and will not be considered approval of Consultant's Services that would relieve Consultant from liability or expense connected with Consultant's sole responsibility for the propriety and integrity of Consultant's Services pursuant to this Agreement. Consultant agrees that LPA's or State's declining to approve Consultant's services will not be deemed an acceptance of defective services or relieve Consultant of its obligations and liabilities with respect to such services.
- 12.2 Consultant agrees that acceptance or approval of any of the services of Consultant by LPA or State or of payment, partial or final, will not constitute a waiver of any rights of LPA or State to recover from Consultant damages caused by Consultant due to error, omission, or negligence of Consultant in its services.

SECTION 13. DISPUTES

Any dispute concerning a question of fact in connection with the work will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 14. SUSPENSION OR TERMINATION (PE 2-25-16)

14.1 Suspension or Termination

LPA or State, on LPA's behalf, has the absolute right to suspend the work, or terminate this Agreement at any time and for any reason and such action on its part will in no event be deemed a breach of this Agreement. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which LPA or State may suspend or terminate this Agreement:

PROFESSIONAL SERVICES AGREEMENT

- a. A loss, elimination, decrease, or re-allocation of funds that make it difficult, unlikely or impossible to have sufficient funding for the Services or the project;
- b. The Services or the project are abandoned for any reason;
- c. Funding priorities have changed;
- d. LPA's or State's interests are best protected by suspension or termination of this Agreement;
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Agreement or agreed to in writing by the Parties;
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel;
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner;
- h. Consultant fails to meet the standard of care applicable to the Services;
- i. Consultant fails to meet the performance requirements of this Agreement;
- j. Consultant's breach of a provision of this Agreement or failure to meet a condition of this Agreement;
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity;
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications;

14.2 *This section has intentionally been left blank.*

14.3 Suspension

- a. **Suspension for Convenience.** If LPA or State, on LPA's behalf, suspends the work for convenience, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA and State a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. **Suspension for Cause.** If LPA or State, on LPA's behalf, suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. The notice of suspension will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA or State to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA and State. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

14.4 Termination

If LPA or State, on LPA's behalf, terminates this Agreement, Consultant will be given notice of the date of termination, which will be no fewer than three (3) business days

after notice is given. The notice of termination will provide Consultant with a description of the reason(s) for the termination. The notice must specify when the Agreement will be terminated along with the requirements for completion of the work under the Agreement. Consultant's right to incur any additional costs will cease at the end of the day of termination or as otherwise provided.

14.5 Compensation upon suspension or termination

If LPA or State, on LPA's behalf, suspends the work or terminates the Agreement, Consultant must be compensated in accordance with the provisions set out in Exhibit "B", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Agreement, LPA or State, on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Agreement. In the event of termination of this Agreement for cause, LPA or State, on LPA's behalf, may make the compensation adjustments set out in Exhibit "B".

SECTION 15. OWNERSHIP OF DOCUMENTS

- 15.1 All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of LPA. Consultant shall deliver these documents to LPA at the conclusion of the project for inclusion in LPA's federal-aid file.
- 15.2 LPA acknowledges that such data may not be appropriate for use on an extension of the Services covered by this Agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at LPA's sole risk and without legal exposure or liability to Consultant.
- 15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

SECTION 16. CONFLICT OF INTEREST LAWS

Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for LPA's project to remain fully eligible for federal funding. By signing this Agreement, Consultant certifies that Consultant is not aware of any financial or other interest Consultant has that would violate the terms of these federal provisions.

SECTION 17. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

- 17.1 Certain information provided by LPA or State to Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §409. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §409. "Privileged document" means any document pertaining to any file or project maintained by LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including

any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to Consultant in order that Consultant adequately design the project at hand on behalf of LPA or State.

- 17.2 Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for LPA or State for the project at hand only. Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. LPA or State agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):

"CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §409, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or LPA] has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."

- 17.3 Consultant agrees to obtain the written approval of LPA and State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to Consultant whether such information or documentation is in fact privileged or confidential.
- 17.4 Consultant and LPA or State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant will create liability on the part of Consultant to LPA or State for any damages that may occur as a result of the unauthorized dissemination. Consultant agrees to hold harmless, indemnify, and release LPA or State from any liability that may ensue on the part of LPA or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant.

SECTION 18. FORBIDDING USE OF OUTSIDE AGENTS (Standard provision)

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LPA or State has the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 19. GENERAL COMPLIANCE WITH LAWS

Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Consultant is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

SECTION 20. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (1-24-12)

PROFESSIONAL SERVICES AGREEMENT

- 20.1 Consultant agrees to hold harmless LPA and State from all claims and liability due to the error, omission, or negligence of Consultant or Consultant's agents or employees in the performance of Services under this Agreement. It is expected that in carrying out the work under this Agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Agreement.
- 20.2 For the duration of this Agreement, Consultant shall carry insurance as outlined in Exhibit "C", attached and incorporated herein by this reference. In any contract Consultant has with a subconsultant, Consultant shall require that subconsultant meet the insurance requirements outlined in Exhibit "C".

SECTION 21. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION

(2-1-18)

21.1 Coordinating Professional:

To the extent of any design work applicable to the Services under this Agreement, the following Coordinating Professional language applies:

If LPA's project involves more than one licensed professional engineer, LPA shall designate a Coordinating Professional (defined in Neb.Rev.Stat. § 81-3408) for this project as required by Neb.Rev.Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb.Rev.Stat § 81-3104 et seq.). The Coordinating Professional will apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional will verify that all design disciplines involved in the project are working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. Consultant agrees to cooperate with the designated Coordinating Professional to meet the requirements of state law. Consultant further agrees to contractually require its subconsultants to cooperate with the designated Coordinating Professional.

If Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, Consultant shall provide LPA written notice of the name of the replacement within 10 business days.

21.2 Professional Registration:

To the extent the work requires engineering services, Consultant shall affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under any Agreements as required by the Nebraska Engineers and Architects Regulations Act.

SECTION 22. SUCCESSORS AND ASSIGNS

This Agreement is binding on successors and assigns of either party.

SECTION 23. DRUG-FREE WORKPLACE POLICY

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

SECTION 24. FAIR EMPLOYMENT PRACTICES ACT

Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. §§ 48-1101 through 48-1126.

SECTION 25. DISABILITIES ACT

Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES

- 26.1 Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this Agreement.
- 26.2 Consultant shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA-assisted contracts. Failure of Consultant to carry out the requirements set forth above will constitute a breach of this Agreement and, after the notification of the FHWA, may result in termination of this Agreement by LPA or State or such remedy as LPA or State deem appropriate.

SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES

27.1 Compliance with Regulations

During the performance of this Agreement, Consultant, for itself and its assignees and successors in interest, agrees to comply with the regulations of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR 21 and 27, hereinafter referred to as the Regulations).

27.2 Nondiscrimination

Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the agreement covers a program set forth in Appendixes A, B, and C of 49 CFR 21.

27.3 Solicitations for Subagreements, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subagreement, including procurements of materials or equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, disability, or national origin.

27.4 Information and Reports

Consultant shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LPA, State or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the

PROFESSIONAL SERVICES AGREEMENT

exclusive possession of another who fails or refuses to furnish this information, Consultant shall certify to LPA, State or FHWA, as appropriate, and set forth what efforts it has made to obtain the information.

27.5 Sanctions for Noncompliance

In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, LPA will impose such agreement sanctions as it or State and FHWA may determine to be appropriate, including but not limited to withholding of payments to Consultant under this Agreement until Consultant complies, and/or cancellation, termination, or suspension of this Agreement, in whole or in part.

27.6 Incorporation of Provisions

Consultant shall include the provisions of subsections 27.1 through 27.5 of this Agreement in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. Consultant shall take such action with respect to any subagreement or procurement as LPA, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event a Consultant becomes involved in or is threatened with litigation with a subconsultant/subcontractor as a result of such direction, Consultant may request that LPA or State enter into such litigation to protect the interests of LPA or State and, in addition, Consultant may request that the LPA, State and the United States enter into such litigation to protect the interests of the LPA, State and United States.

SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER

- 28.1 Any subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf, is obtained.
- 28.2 At LPA's or State's discretion, Consultant may enter into an agreement with any subconsultants/subcontractors for work covered under this Agreement. All subconsultant/subcontractor agreements for work covered under this Agreement must contain identical or substantially similar provisions to those in this Agreement. No right-of-action against LPA or State will accrue to any subconsultant/subcontractor by reason of this Agreement.
- 28.3 As outlined in SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES, Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other services must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 29. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

- 29.1 Neb.Rev.Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Agreement is a lump sum, actual costs-plus-fixed-fee, or specific rates of compensation type professional service Agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Agreement are

PROFESSIONAL SERVICES AGREEMENT

accurate, complete, and current as of the date of this Agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which State determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

29.2 Neb.Rev.Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- a. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement, or
- b. Has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or
- c. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this Agreement, except as here expressly stated (if any).

29.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions. Section 29.3a below contains 10 instructions that consultant agrees to follow in making the certifications contained in 29.3b.

a. Instructions for Certification

1. By signing this Agreement, Consultant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with State's determination whether to enter into this Agreement. However, failure of Consultant to furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.
4. Consultant shall provide immediate written notice to State if at any time Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 – Debarment and suspension. Exec. Order No. 12,549, 51 Fed. Reg. 6370 (1986).

6. Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by State before entering into this Agreement.
 7. Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
 9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph a.6. of these instructions, if Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this Agreement for cause or default.
- b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
1. By signing this Agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b) above; and

- d) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2. Where Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to State and the FHWA in connection with this Agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 30. LPA CERTIFICATION

- 30.1 By signing this Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:
 - a. employ or retain, or agree to employ or retain, any firm or person, or
 - b. pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.
- 30.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 31. ENTIRE AGREEMENT

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

PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this ____ day of _____, 20____.

OLSSON
Michael C. Piernicky, P.E.

Senior Vice President

STATE OF NEBRASKA)
)ss.
DOUGLAS COUNTY)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____.

Notary Public

EXECUTED by the City of Bellevue this _____ day of _____, 20____.

CITY OF BELLEVUE
Rusty Hike

Mayor

Subscribed and sworn to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility
Jodi Gibson

Local Assistance Division Manger Date

EXHIBIT "A"

Scope of Services

Project Name: 36th St, Sheridan Rd – Platteview Rd, Bellevue

Project No.: MAPA-3773(1)

CN: 22288

Engineering Design Services

A. PROJECT DESCRIPTION

The scope of services for this project involves engineering design services required to produce final construction plans and specifications for the following:

Improvement of the 36th Street roadway corridor from Sheridan Road to Platteview Road with a three-lane combination roadway section and all necessary appurtenances as outlined in the environmental assessment and preliminary design.

The project will include the following: survey, right-of-way survey, final ~~bridge design, final box culvert design,~~ roadway design, right-of-way design plans and estimates.

B. TASKS AND TASK ASSIGNMENTS

Projects located in the jurisdictional area of the Metropolitan Area Planning Agency, Omaha (MAPA) and the jurisdictional area of Lincoln City Lancaster County (LCLA) will be managed by a Responsible Charge (RC) who is an employee of the respective Local Public Agency. ~~Projects located outside of MAPA and LCLA will be managed by a RC who is an employee of the Nebraska Department of Transportation (NDOT).~~

It is anticipated the project will require the following major tasks:

- a. Environmental Documents and coordination (Design Consultant/NEPA Consultant)
- b. Project Management and Quality Control
- c. Preliminary Field Survey
- d. Roadway Design (including Right-of-Way Design)
- e. Hydrology and Hydraulic Design
- f. ~~Bridge Design and Concrete Box Culvert Design.~~
- g. ~~When NDOT is the Responsible Charge (RC) the National Pollutant Discharge Elimination System/ and the Storm water Pollution Prevention Plan/SWPPP will be prepared by the NDOT's Roadside Stabilization Unit. The erosion control plans will be designed by the consultant. NDOT's Roadside Stabilization Unit~~ The Consultant will submit the Notice of Intent, NPDES permit and the SWPPP.
- h. PS&E Submittals
- i. Project Meetings (Kick off meeting, Progress, ~~PIH meeting~~ and Utility meetings)
- j. Public Involvement

k. Geological Studies

C. APPLICABLE PUBLICATIONS

Overview: Work shall be done in accordance with the most current version of the following materials. The most current versions of the NDOT materials can be obtained from the NDOT Website.

- 1) LPA Guidelines Manual for Federal-Aid Projects. NDOT April 2009
- 2) A Policy on Geometric Design of Highways and Streets 2011 (AASHTO)
- 3) Federal Emergency Management Agency (F.E.M.A.) National Flood Insurance, Flood Boundary and Floodway Map, and Flood Insurance Study (FIS)
- 4) Manual on Uniform Traffic Control Devices (FHWA), 2009 Edition
- 5) MUTCD - Nebraska 2011 Supplement to the MUTCD
- 6) Nebraska Minimum Design Standards – Counties, Municipalities, State - 2010 (or most current) (Nebraska Administrative Code Title 428; Rules and Regulations of the Board of Public Roads Classifications and Standards
- 7) Nebraska State Plane Coordinate System Datum Adjustment Computations Lambert Conformal System Manual
- 8) Roadside Design Guide, 2011 (AASHTO)
- 9) Standard Specifications for Highway Construction 2007 (or latest edition) (NDOT)
- 10) NDOT Hydraulic Analysis Guidelines for Consultant
- 11) NDOT Roadway Design Manual & Drainage Design and Erosion Control Manual
- 12) Bridge Office Policies and Procedures Manual
- 13) Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act)
- 14) The NDOT Right-of-Way Manual.
- 15) Evidencing Nebraska Land Titles (Nebraska Land Title Association)
- 16) So you Want Access to the Highway (March 2008)

The State City Shall Provide:

D. PRELIMINARY ITEMS

- 1) As-built or design plans of the existing and adjacent roadways (if available).
- 2) ~~Existing work already completed including traffic study, geotechnical report, and survey.~~
- 3) Any drainage studies completed in the area (if available).
- 4) Names of known utilities, addresses and permits listing use and occupancy permit data along the project.
- 5) Electronic files of current aerial photographs (if available).
- 6) Existing cadastral maps, plat maps, etc. electronic right-of-way files of the project area (if available).
- 7) Traffic count information. (NDOT)
- 8) Crash history for study corridor. (NDOT)
- 9) Detour route.
- 10) Section Corner Ties to corner monuments.
- 11) Existing benchmark information.

- 12) ROW negotiations and acquisitions.
- ~~13) Permit to occupy ROW (NDOT Form 19)~~
- 14) Local Public Agency (LPA) Project Programming Request (NDOT Form 530)
- ~~15) Probable Class of NEPA Action (NDOT 53) Form.~~

Format of Project Plans

1. The Consultant shall prepare plan and profile plan sheets on a scale of 1" = 100' and "2L" (enlarged detail) sheets on a scale of ~~1" = 50' (rural) or 1" = 20' (urban)~~.
2. All full-sized plan sheets must be ~~approximately 24" x 36"~~ 22" x 34". The border sheet information is on NDOTs' website. All half-size plan sheets must be on 11" x 17" paper.
3. Any materials submitted to the State by the Consultant must be on equivalent to white bond.
4. Any material which does not produce an acceptable reproduction will be returned to the Consultant for rectification.
5. The Consultants shall follow the State's CADD Drafting procedures and guidelines in preparing the project plans.
 - (a) Sheets must be set up according to the State's procedures.
 - (b) File names must follow the State's CADD naming convention.
 - (c) Line weights, line styles, text size and leveling must follow the State's guidelines.
6. The CADD files must also conform to the following standards and conventions:
 - (a) Working units must be:
 1. Master Units = Survey Feet (sf)
 2. Sub Units = inches (in)
 3. Resolution = 1000 per survey foot
 4. Accuracy = 0.1234
 5. Working Area = 813.442402 miles
 - (b) The Consultant s shall tie the project into the State Plane Coordinate System using NAD 1983 for horizontal control. Consultant shall coordinate with the Geodetic Survey office for the Project Datum Adjustment Factor (DAF). Prepare all topography information in a MicroStation DGN format. Line weights, line styles, text sizes and leveling will follow NDOT's guidelines

Format of cross-sections

1. Plot all cross-sections. This includes labeling stations on the right side of the sheet, labeling existing and design centerline elevations at centerline and labeling offset distances every 5 or 10 feet at the bottom of each sheet.
2. Plot cross-sections on standard size sheets (same size as project plan sheets) according to the State's standards.
3. Stamp or plot in the upper right corner of each sheet the control number, horizontal and vertical scale. Plot the roadway cross-sections at the scale of 1" = 10' H & V, or 1" = 20'H & V.

4. Plot cross-sections with stations progressing upward from the bottom to the top of the sheet.
5. Plot the cross-sections so that there is room for the improvement cross-section. Do not overlap cross-sections.
6. Cut cross-sections at 100 foot intervals (maximum) and at other locations as needed.
7. ~~Plot a cross section at each location when there may be a drainage structure needed and at driveways, intersections or other unusual features.~~
8. Plot drainage structure cross-sections and keep them separate from roadway cross-sections.
9. Plot drainage structure cross-sections at the following scales:
 - (a) Storm Sewer 1" = 10' H & V.
 - (b) Roadway Culverts 1" = 10' H & V.
10. Plot computer roadway cross-sections in the following manner:
 - (a) Plot original ground with a dashed line.
 - (b) Plot design template with a solid line.

Format of Right-of-Way plans

The Consultant shall submit all Right-of-Way plans as half-size plans plotted at the appropriate scale. They must measure the standard 11"x17" paper that is used in any normal Xerox machine. The margins must measure as follows: left margin must be approx. 1 inch, right margin must be approx. 5/16 inch, and the top and bottom margins must be approx. 3/8 inch. The border used must be the one supplied with the ROW cell file. It measures approximately 15 5/8 inches x 10 3/8 inches when plotted at 1" = 200' scale. The scale of the ROW. plan sheets will match the scale of the roadway plan sheets. Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material, which does not produce an acceptable reproduction, will be returned to the Consultant for rectification. The Consultant shall follow the State's "CADD Drafting procedures and guidelines" in preparing the project plans. Sheets must be set up according to the State's procedures. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines. The CADD files must conform to the following standards and conventions:

Graphic elements must be placed in accordance with the State MicroStation Right-of-Way element attributes standards. Working units must be:

1. Master Units = Ft
2. Sub Units = 1000 TH
3. Position Units = 1

File names must use State CADD naming convention.

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 State and for all electronic files prepared by the Consultant and supplied to the LPA/State.

The State and the Consultant shall transfer all Graphic files in a 2D MicroStation V8 format. A data sheet must accompany all electronic file submittals listing the file names and detailing the method of placement so the State will know how to restore the data in our system. All computer files shall be provided on compact disk (CD) unless otherwise specified

Consultant Shall Provide:

E. PROJECT MANAGEMENT AND QUALITY CONTROL

Coordination of Design Professional and Scheduling. The Consultant Project Manager will serve as point of contact, maintain project schedule and coordinate work of sub-Consultants

- 1) **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 monthly progress reports and prepare project correspondence with the Responsible Charge (RC) and to NDOT and maintain project records.
- 2) ~~**Project Description/ Purpose and Need:** NDOT will develop the Project Description and Purpose and Need statements for the project (NDOT Form 530). The Consultant shall work with the NDOT and the NEPA Consultant when updates or corrections are needed.~~
- 3) **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks at various stages of the project including prior to any official submittal. The Consultant will provide a copy of their QA/QC plan to the RC at the start of the project. The Consultant will submit in writing that this plan has been used during the project at each submittal with the name of the person responsible for performing the QA/QC the review.
- 4) **Document Management/ Storage/ Access System.** The Consultant will utilize an online document management system, "Smartsheet Dashboard" to upload project relevant documentation, to include but not limited to, plans, schedules, meeting materials, etc., allowing the LPA, NDOT and FHWA access throughout the life of the project. The Consultant shall work with the LPA in determined desired content.

F. SURVEY

- 1) **Preliminary Field Survey.** The topographic survey will be completed by the design consultant for the project corridor in accordance with previously completed survey format. ~~current NDOT survey specifications.~~ The design consultant will perform the necessary topographical ground survey including the existing centerline, intersecting streets, and drives, tying the location of land monuments to the existing centerline, cross-sections and profiles. A topographical survey will be performed using GPS and electronic "Total Station" technology in MicroStation format. Copies of field book records and electronic records will be submitted to the RC at the completion of final design. Natural topographic features and man-made features, will be recorded by coordinates to the nearest one-tenth (0.1) of a foot. All such topographic features, which are pertinent to the design or are necessary to properly show the effect of the proposed work upon the adjoining property and/or improvements, will be recorded. The topographical survey will not include an exact and detailed tree count. The consultant will complete a site visit after LOC's are created noting the size, type and location of trees to be removed. Station and offset will be noted on the plans. Unless otherwise noted the limits of the survey are to be at least 100 feet on each side of the existing centerline or to corners of structures on tracts, and must include enough information to build the proposed typical cross-section and show the limits of construction. The survey limits will extend 500 feet

before the start of the project and 500 feet beyond the end of the project. The topographic survey will extend along intersecting streets a minimum distance of 500 feet from roadway centerline.

- 2) **Digital Terrain Model.** A Digital Terrain Model will be provided for use in cross-section creation. Natural topographic features and man-made features above ground (including existing adjacent building limits) will be recorded. All above and below ground utilities will be located once Digger's Hotline marks them. Sanitary and storm sewer manholes will have rim and flow line elevations surveyed.
- 3) **Base Map Preparation.** Consultant will create the base maps using the topographic survey data.
- 4) **Horizontal and Vertical Control.** The design consultant will establish control points along the project corridor at regular intervals and provide control "reference" point ties to topographic features of permanent nature.
 - a) Horizontal control points will be established and referenced to existing section corners. The control points will be permanent in nature and tied to Nebraska State Plane Coordinate system.
 - b) Vertical control points will be established and referenced to USGS NAVD88 datum. There will be a minimum of three permanent benchmarks established with additional temporary benchmarks set along the project corridor at intervals not to exceed 500 feet.

- 5) **Section/Property Corners.** The consultant will locate necessary section corners, quarter section and property corners for use in drafting existing right-of-way and property lines. The Consultant will work with the County Surveyor on any corners not found to be set by the County Surveyor.
- 6) **Existing Utilities.** The consultant will call in a One-Call utility locate ticket. Utilities will be shown based on visible, above ground, evident in the field and utility locator's markings. The project liaison will assist in providing utility locations and contact information.
- 7) **Note Reduction/Preliminary Plotting.** This task will include the effort for gathering data to create the existing topography file to use for preliminary design. Placing station offsets for all topographic items.
- 8) **ROW staking** should be done to clearly and accurately represent on the ground the information that is illustrated on the ROW plans. When a tract requires ROW staking the following items should be staked:
 - Existing ROW
 - Existing Control of Access.
 - Existing Control of Access Breaks.
 - Existing Permanent Easements (except utility easements are generally not staked).
 - New ROW
 - New Permanent Easements
 - New Temporary Easements.
 - New Control of Access Breaks

For each line the ROW staking should at a minimum include the staking of points at the following;

- The ends of each line.
- Their intersection with a property line.
- Their intersection with lot lines, section, quarter section line, etc.
- Any deflection points within the line (turn points).
- If a line involves a long straight run interim stakes along the line should be placed as needed to clearly denote the line in the field.
- Any critical points along a line such as the portion coming close to a significant feature such as a structure, centerpivot, well, etc.

The stakes should be clearly visible in the field and denote the type of line(s) it is representing. Information to be included on the stakes include.

- A color identification (surveyors tape and/or paint) unique to the type of line. Generally Orange for ROW and Yellow - Green for easements.
- The line designation (ROW, PE, TE, CA, etc.)
- The distance to Centerline.
- The Station

See NDOT's Construction Manual for additional ROW stake information

a) ~~PIH Staking.~~ For the PIH field visit the Consultant will stake the right of way, assume _____ tract (s):

b) **Negotiation Staking.** During the negotiations, the Consultant will stake the right of way, assume _30_ tract (s).

9) **Utility Soundings.** The consultant will coordinate with the utility companies on locating, and recorded depths of soundings for use in verifying depth of underground facilities. It is assumed up to three (3) trips will be required to complete this task.

10) **Topographic Pick up Survey.** The consultant will pick up additional topographic information as requested following the 60% design efforts for areas that may have extended beyond the original limits of survey. It is assumed up to three (3) trips will be required.

G. **ROADWAY DESIGN**

Overview. The following task will be used to accomplish Roadway Design and in the development of design plans. This task includes roadway design services during the ~~Plan-~~~~in-Hand~~ functional and final design phase. Design shall be done in conformance to "Nebraska Minimum Design Standards" for New and Reconstructed Projects.

- 1) **Complete Form DR-76.** Roadway Design – Principal Controlling Design Criteria. After Form DR-76 has been completed send a copy to Local Projects Section (LPS) of NDOT with a request any design exceptions or relaxations that may be needed.
- 2) **Data Collection and Review.** For gathering, reviewing and organizing data for the project. Determining design criteria will also be included with this task.
- 3) **Alternatives Analysis.** This task includes evaluating minor modifications to the 30% design to minimize impacts identified after the topographic survey is completed. These may include shifting driveways, alignment/profile shifts, etc. It is anticipated this effort would be for up to three (3) design modification evaluations.
- 4) **Roadway Horizontal Alignment.** This task includes the design and drafting of the horizontal alignment(s). Task includes creation of the Control Point/PI/Curve Data 2-H sheet(s); the Consultant will create 2-H Horizontal Alignment and Orientation on any design alignments. Includes effort for laying in wall alignments and any final design efforts based on alternatives moved forward.
- 5) **Roadway Vertical Alignment.** This task includes the design and drafting of the vertical alignment(s) and/or adjustment of vertical alignment(s). Includes effort for laying in wall alignments and any final design efforts based on alternatives moved forward.
- 6) **Template Roadway Cross Sections.** Develop the design templates necessary to template the cross sections, including design of special ditches. Includes effort associated with walls and construction phasing, as well as any alternative moved forward. The Consultant will model the project to produce a proposed surface for future uses.
- 7) **Limits of Construction.** This task includes efforts to create LOCs for the project. The Consultant will define and draft the limits of construction on the plan sheets. These limits are to be used to determine environmental impacts and right-of-way requirements. Includes effort associated with walls and construction phasing, as well as any alternatives moved forward.
- 8) **Earthwork.** Determine earthwork balance factor. Process the earthwork for each alignment, including any extra earthwork due to large driveways, guardrail and any other cause for earthwork. Calculate earthwork quantities and produce earthwork summary and plan notes. Includes effort associated with walls and construction phasing, as well as any alternatives moved forward.
- 9) **Roadway Geometric Design.** This task includes the geometric design of all Roadway alignments, intersections, driveways, etc. which includes setting up all the geometric sheets for the project and labeling. Includes effort associated with walls and construction phasing, as well as any alternatives moved forward.
- 10) **Roadway and Driveway Culverts.** This task is for roadway and driveway culverts and includes the preparation of a drainage map outlining all drainage areas and completion

of the following for each area. NDOT's Pipe Policy will be followed. Includes effort for storm sewer design and modifications to per constructability and phasing. Includes effort for sizing of outlet energy dissipation structures, as well as preparing a draft and final storm sewer design report.

- ~~a) Compute area size and Q.~~
- ~~b) Determine allowable H.W.~~
- ~~c) Size culvert and compute H.W.~~
- ~~d) Using design cross sections, determine length of culvert.~~
- ~~e) For each culvert, show the Station, D.A., Q., H.W., Size and Length.~~
- ~~f) Determine location of new/existing culverts with special ditch locations~~
- ~~g) Draft culvert build notes~~

- 11) **Construction and Removal.** Development of Construction and Removal notes detailing construction and removal items not specifically identified elsewhere in this scope. NDOT CAD standards and construction/removal notes/tabs will be utilized. Includes effort associated with walls and construction phasing, as well as any alternatives moved forward, and to update design to match most current local median construction standards.
- 12) **Utility Coordination/Verification.** The Consultant will draft utilities on the plans that weren't included in the preliminary plotting and for limited coordination with the utilities, to verify the location and type of utility. In addition, the Consultant will coordinate and schedule a Utilities meeting to identify and work through potential conflicts identified in the preliminary 30% Plan-In-Hand plans and ~~prepare NDOT Standard Utility contracts and pole tab sheets.~~ (LPA is responsible to coordinate utility agreement negotiations with utilities).
- 13) **Construction Phasing/Detour Route/Temporary Roads.** The Consultant shall develop traffic phasing concepts to allow for reasonable access during construction for highway and local traffic that may include detours and staging of construction. ~~The Consultant shall prepare a written description of the Construction Phasing, noting detour routes if applicable. This phasing plan shall be submitted at the time of the first submittal. The NDOT District Office will place and maintain traffic control needed for the detour.~~
- 14) **Erosion Control.** This task includes effort required to design and draft erosion control measures for the project. The consultant will submit the erosion control plans to the LPS of NDOT for review and concurrence by NDOT Roadside Stabilization Unit. Design shall meet the Papillion Creek Watershed Partnership requirements. Includes effort to evaluate feasibility to accommodate water quality features to satisfy the post construction storm water management requirements, as it relates to the MS4 commitment. A design memorandum documenting evaluation process, base calculations, exhibits for potential locations, and cost estimates shall be prepared for the LPA to determine course of action. The design effort will be covered within the final design (90%) submittal.
- 15) **Quantities/Estimates.** Develop and tabulate all of the preliminary quantities. Computation sheets will be submitted with all Quantities to the RC and or the LPS of NDOT for all submittals; including ~~Pre/Post Plan-in-Hand~~ 60%, 90% and Final Plans,

using NDOT standard bid items, NDOT Project Information sheet (DR Form 342), and NDOT quantities forms (DR Form 343 and DR Form 355). In additions to these submittals, estimates will be updated and submitted yearly (January 31) throughout the preliminary engineering and final design phases. Estimates of probable cost will be prepared by the Consultant using recent bid tabulations and other available information. ~~If there is railroad involvement and it is determined that a theoretical estimate is needed, this task will be added as a supplement.~~

- 16) **Typical Sections.** This includes design and drafting the typical cross sections and other details as needed for the project.

- 17) **2W/2A Sheets.** This task includes developing the aerial plan sheets from existing GIS information. This task will include effort to illustrate wetlands, restricted areas, channels, alignments, impacted areas, reference files, and other wetland features. Sheet based on GIS information provided by NDOT Consultant investigations.
- 18) **Guardrail.** This task includes effort to analyze potential guardrail locations and design new guardrail at locations that do not meet current standards or are affected by other elements of the project. Guardrail will be designed to meet current NDOT standards unless justified by an accepted design as governed by the current Roadside Design Guide.
- 19) **Floodplain Permitting Identification.** This task includes the following:
~~Determine if the project will have construction occurring in a floodplain, whether crossing or parallel. The Consultant determines if the project crosses or occurs within a mapped floodplain, or in the case of parallel floodplains determines and quantifies the highway embankment work that will encroach into the area mapped as a floodplain.~~
~~The Consultant is to create a FIRMette for impacted areas. A FIRMette is a legal to scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMette can be printed in either letter legal or ledger size paper and found at the following website, <http://msc.fema.gov>.~~
- 20) **Plan In Hand Meeting/Report.** ~~Schedule and attend a plan in hand meeting with the key stakeholders to review the thirty (30) percent roadway design plans. The Consultant will prepare and submit a draft Plan in Hand report within two (2) weeks of the meeting summarizing the findings and decisions made regarding the project design. The draft PIH report will be submitted and routed for review and comments. The consultant will address the comments (within 2 weeks) and submit the final PIH report.~~
- 21) **Working Day Calculations.** Working Days for construction activities will be calculated at the (3060) percent plan stage and incorporated into the draft PIH report and updated at the (90) percent plan stage.
- 22) **Pavement Determination.** The Consultant shall provide complete documentation of the structural pavement design analysis used for the project. The pavement analysis must be a nationally recognized method, such as AASHTO, AIM, PCA, etc. The Pavement Determination Data Sheet (supplied by NDOT) shall be completed by the Consultant and included as part of the documentation
- 23) **Structural Component Design.** The Consultant shall design structural elements associated with the roadway project that may include drainage inlet structures, headwalls, energy dissipation, etc.
- 24) **Traffic Signals and Interconnect.** This task includes traffic signal design services for wiring diagram preparation; pull boxes, traffic signal poles, cabinet/controller placement, conduit & other equipment (signal/pedestrian heads, signs, EVP, detection, mast arms, etc.) OPPD will be consulted for a power source to operate the signal. Design will be conducted in accordance with City of Omaha and Nebraska Department of Transportation standards. It is assumed a signal for the Pedestrian Crossing near Lifespring Church will be designed.
Additionally, for purposes of future ITS devices and communications systems, the Consultant will design signal interconnect for the length of the project. It is assumed that "dark fiber" will be installed with the conduit and intermediate splices made at the end of

the project in preparation for future communications that would be brought to 36th Street. It is also assumed a splice will be made to connect to Phase 1 interconnect. With this project, new communications conduit, 48-strand single mode fiber optic cable, and pull boxes will be designed, as determined by LPA. Other conduit and pull box design for future intelligent infrastructure facilities, as determined by LPA, will be included as relevant. The Consultant will prepare technical specifications for cable, splicing, and other infrastructure related to interconnect.

25) **Pavement Markings and Signing.** This task includes design for pavement marking and signing for the length of the project. Design will be conducted in accordance with MUTCD standards.

26) **Lighting.** This task includes design for street lighting for the length of the project. Design will include a conceptual street lighting layout, and after consulting with OPPD, final street lighting design, including pull boxes and power sources, will be drafted.

G. DESIGN PLAN PREPARATION AND ASSEMBLY

Overview. These tasks are to develop design plans and assembly of design plans of items not shown in the Roadway Design section. Items to be included, but not limited to, can be found in the NDOT Roadway Design Manual under Highway Plans Assembly. These are the plans which will be let to contract, therefore, plans should be thoroughly checked for completeness, accuracy, and formatting by the design technician, the roadway designer and other contributing parties.

Drafting Procedures. Consultant will follow the State's CADD drafting procedures and guidelines in preparing plans. File names must follow the State's CADD naming convention. Line weights, line styles, text size and leveling must follow the State's guidelines.

1) **Plan Sheets.** The consultant will refer to NDOT Roadway Design Manual for a complete list of plans sheets to be included in the plan set. Special plans will be developed by the Consultant. Standard plans are not included with the plan set, but a current up to date list of Standard Plans used for the project will be included to be placed on the Title Sheet. Below is a list of plans to be included, but not limited to, in the ~~Plan-In-Hand~~ 60% plan set:

- a) A – Title Sheet
- b) B – Typical Section Sheet
- c) 2A E – Aerial Sheet
- d) F – Centerline Control
- e) 2P H – Preliminary Phasing
- f) 2L J – Geometrics
- g) 2L J – Construction / ~~Geometrics~~
- h) 2L J – Removal Plans
- i) 2L J – Storm Sewer/Culvert
- j) L – P & P sheets
- k) R – Drainage Profiles / Drainage Cross Sections
- l) U – Special Plans – Wall P & P Sheets, etc.
- m) X – Cross Sections

n) W – Right-of-Way Ownership Plans

H. WATERLINE/SANITARY SEWER RELOCATION/RECONSTRUCTION

~~The Consultant shall identify existing water mains or sanitary sewers that are in conflict with project improvements. Project improvements are to be designed around existing water mains and sanitary sewer lines; however, in some situations relocating the water main or sanitary line will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a public utility. This task involves minor reconstruction or relocation involving a public utility due to a roadway improvement and not a project initiated by the utility. Sometimes it is beneficial for municipalities (LPAs) to upgrade existing facilities concurrently with a transportation construction project. Federal aid Highway Transportation funds may not be used for betterments to water or wastewater systems. Only portions of the system directly impacted by improvements to the roadway may receive Federal aid Highway Transportation funds. The pay items for improvements to the water and waste water systems will need to be separated out from the pay items for which Federal participation is allowed.~~

~~1. **Wastewater Reconstruction Plan Sheets.** The design of the wastewater collection system shall comply with the requirements of the Federal and State Clean Water Acts. Design and construction of facilities for the City's the design of the system shall generally follow the Recommended Standards for Sewage Works, a Report of the Committee of the Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers (10 State Standards). Details of construction shall conform to the LPA's Standard Specifications for Municipal Construction and Standard Plans if applicable. All plans for construction of wastewater system improvements shall be reviewed and approved by the LPA's Public Works and Utilities Department and the State of Nebraska Department of Environmental Quality prior to construction.~~

- ~~• Horizontal Alignment~~
- ~~• Vertical Alignment~~
- ~~• Detail Drawings~~
- ~~• Utility Conflict Verification and Resolution~~

~~2. **Water Main Reconstruction, Plan Sheets (SP).** The design of water mains, water distribution systems, valves, backflow preventers, fire hydrants, etc. shall comply with the Federal and State Safe Drinking Water Acts. The design of the system shall generally follow the standards of the American Water Works Association (AWWA) and the Recommended Standards for Water Works, a Report of the Committee of the Great Lakes Upper Mississippi River Board of State Public Health and Environmental Managers (10 State Standards). The design and construction of the improvement shall comply with LPA's Standard Specifications for Construction and Standard Plans if applicable. Fire flow requirements shall generally follow those in the Fire Suppression Rating Schedule published by the Insurance Services Office. All plans for the~~

~~construction of water system improvements shall be reviewed and approved by the LPA's Public Works and Utilities Department, the Local Fire Department and if applicable the State of Nebraska Department of Health and Human Services, prior to construction. The Nebraska Safe Drinking Water Act and regulations require plans and specifications for all major construction related to public water systems be prepared by a registered professional engineer and be approved by the Department of Health and Human Services before construction costs are committed by the system owner. The law defines major construction as structural changes that affect the source of supply, treatment processes, or transmission of water to service areas, but it does not include the extension of service mains within an established service area.~~

- ~~• Horizontal Alignment~~
- ~~• Vertical Alignment~~
- ~~• Detail Drawings~~

~~Utility Conflict Verification and Resolution~~

J. UTILITIES

1. **Assistance.** This includes effort to assist the LPA with engaging the existing utility owners.
2. **Coordination of Plan Review.** The Consultant will request that the utility companies return marked-up plans with utility verification and will incorporate the information into the topography. All utilities identified in the topographic survey and verified by the individual utility will be incorporated into the plans.
3. **Meetings with Utilities.** ~~Two~~ Three (3) utility review meetings will be scheduled. Effort is also included for coordination via the phone and up to ~~three~~ five (5) total one-on-one meetings with affected utilities.
4. **Utility Permits** the consultant will assist the LPA in permitting private utilities

K. **RIGHT-OF-WAY DESIGN**

Overview: The following tasks will be completed to establish the existing Right-of-Way and to design the proposed Right-of-Way. The consultant will complete and submit title research, legal description and ROW plans.

Qualifications, Knowledge and Experience. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type.

Software, Equipment, and Submission Requirements. Title researcher will be responsible for providing all necessary equipment, supplies, materials and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be submitted using the specified file naming convention.

- 1) **Existing Right-of-Way Base.** This task involves certified title research including: collecting the Plat drawings, reviewing property titles, reviewing survey data, and other necessary information to establish the existing Right-of-Way, including easements, for the properties abutting the project. Title Searches to be completed by a certified abstractor. Ownership plans will be developed from this information and the consultant will have this task completed prior to the plan-in-hand meeting.
- 2) **Proposed Right-of-Way.** The Consultant will determine the easements (temporary and permanent) and right-of-way required to construct the project. It is estimated that there will be up to __30__ tracts associated with this project.
- 3) **Right-of-Way Plan Sheets.** The Consultant will prepare right-of-way plan sheets to include in the plan set. The sheets will include existing property lines and all proposed right-of-way ownerships, easements and takings will be tabulated and shown on the sheets. Tract Maps with all legal description will be provided by the Consultant.
- 4) **Title Research.** All title research services will be completed in compliance with the Uniform Relocation Assistance and Real Property Acquisition Act (the Uniform Act) and with the NDOT Right-of-Way Manual. The Services must be completed by, or under the direct supervision of a registered abstractor who is qualified and in good standing to complete the Services in Nebraska. Consultant must be knowledgeable and have substantial experience completing Services of this type. The State will provide instructions and password for FTP site with final contract documents. Consultant will be responsible for providing all necessary equipment, supplies, materials and software to complete the Services. The Certificate of Title reports shall be signed, converted to pdf format and submitted to State in readable electronic form. Supporting documents shall be submitted in pdf, jpeg or tiff format. All deliverables shall be uploaded to an ftp site specified by State using State's file naming convention.

- 5) **Encroachments.** The Consultant will assist the LPA in reviewing the project area for existing encroachments. Documentation identifying encroachments will be prepared and coordinated with the LPA to determine whether to permit or pursue removal, and allow for the right-of-way certificate approval by NDOT.

~~Permit to occupy right of way Projects encroaching on NDOT right of way (utilities, drainage structures, grading, etc.) need to be permitted by the NDOT District Construction office. At the 30 percent design stage, NDOT will assist the LPA/LPA's with contacting the District Engineer or Permits Officer to determine if a permit or permits are needed.~~

~~All requests for a permit for an access shall first be submitted to the District Engineer in whose District such access lies. Requests must be submitted on standard access permit application form available from the Department (NDOT Form 19). The consultant shall provide the following items to the RC for evaluation of encroachments or an access application or the construction of an access:~~

- ~~1. Highway and access plan and profile.~~
- ~~2. Complete drainage plan of the site showing impact to the highway right of way.~~
- ~~3. Map and letters detailing the utility locations before and after development in and along the highway.~~
- ~~4. Subdivision zoning and development plan. These should be coordinated with the local officials and their comments should be included with the application.~~
- ~~5. Property map indicating other accesses and abutting public roads and streets, including those on the opposite side of the highway.~~
- ~~6. Proposed access design details, such as, ADA requirements, or wetlands.~~
- ~~7. A Traffic Impact Study, if required.~~

~~The District Engineer will make appropriate comments and forward the application together with the plans and other supporting data to the LPD PC/RC will coordinate with the Right of Way Division for issuance of the permit.~~

6) **ROW Deliverables.**

- a) The title researcher shall review the title research study area ("Study Area") and search the County real estate records to identify each separate parcel of land located within the Study Area. A separate parcel of land is all contiguous land owned by the same owner, and held in the same title (e.g. sole owner, joint tenants, tenants in common, etc.).
- b) The title researcher shall provide a copy of the title-vesting document for the current owner of each parcel of land in the Study Area.
- c) The title researcher shall list all owners of record of the parcel within the preceding 5-years, and include a copy of each additional instrument conveying title to each owner identified.
- d) Title researcher shall provide a Certificate of Title Report for each parcel within the study area. This Title Report shall be on the State's approved Certificate of Title

Report form (or a preapproved form) to report such information. Each Title Report shall also include the following information:

- i) The name of the current parcel owner(s) and how the title is held.
 - ii) The owner's mailing address as shown in the County Assessor or Treasurer's records.
 - iii) If the owner of record is known to be deceased, the Case Number of the Deceased's Probate along with the name(s) of court appointed Personal Representative(s) if available.
 - iv) Active Mortgages, Deeds of Trusts, and other financing documents, and any assignments of such documents.
 - v) Active liens, agreements, conditions, limitations, restrictions or covenants affecting title.
 - vi) Easements such as private water, sewer, ingress/egress (access), cell towers, flood, and irrigation or others that encumber or restrict the use of the land. Consultant should not provide easements for public utilities (water, sanitary sewer, power, gas, cable, telephone and telegraph).
 - vii) All recorded leases except oil and gas leases.
 - viii) List the document recording information for each record listed in the title report to include the date of record and instrument number.
 - ix) The legal description for the subject parcel of land.
 - x) Comments the abstractor believes are necessary for a full understanding of the information reviewed for the parcel.
 - xi) Name, signature, and license number of abstractor and title effective date.
- e) Provide copies of all supporting documentation (deeds, easements, etc.) that are listed in the title report in an electronic format type using the document naming convention as specified. Consultant should not provide copies of the active mortgages, deeds of trust or assignments that are listed on the Title Report.
- f) If applicable, Consultant shall provide copies of subdivision plats and surveys of irregular tracts and tax lots with metes and bounds field notes.
- g) Provide copies of deeds, easements, dedications, plats, etc., for any property acquired by or conveyed to governmental entities.
- ~~h) Provide copies of County Cadastral Maps in counties that do not have a GIS website.~~

Report and Document Naming Convention, Each Title Report and each supporting document needs to be a separate .pdf file using the following naming conventions.

- i) Title Reports
 - 01) When subject land is a Rural Parcel identify as.
 - 02) Example: 4-6-9E NW4 part (Owner last name).pdf
 - 03) Example: 4-6-9E SW4 (Owner last name).pdf
 - 04) When subject land is a subdivided Parcel identify as
 - 05) Example: Jones Sub B3 L1-3 (Owner last name).pdf
 - 06) Example: Jones Sub B3 L1-3 part (Owner last name).pdf

- 07) When subject land is Tax Lots (sometimes known as Irregular Tract)
identify as
- 08) Example: 4-6-9E IT 135 (Owner last name).pdf
- 09) Example: 4-6-9E TL 135 (Owner last name).pdf
- ii) All recorded documents
 - 01) Example for Book-Page: 35-137.pdf
 - 02) Example for Instrument: 2014-00125.pdf
 - 03) Example when document has both: 35-137 (2014-00125).pdf
- iii) Subdivision Plats
 - 01) Example: Jones Subdivision - Jones Sub.pdf
 - 02) Example: Jones Third Replat – Jones Third.pdf
- iv) Surveys if no recording information, use Section –Township-Range
 - 01) Example: 4-6-9E.pdf

L. BRIDGE DESIGN SERVICES

~~**Overview.** The Consultant shall prepare bridge plans as per the NDOT Bridge Office Policy and Procedures Manual. The scope of work on this project is for design of a standard concrete slab bridge using NDOT base sheets. If another type of bridge will be required, a supplemental agreement for design shall be prepared. Concrete approach slabs will ~~not/will~~ be used on this project.~~

- ~~1) **Project Plans Format, Conventional and CADD.** All full sized plan sheets must be 24" x 36". The margin on the right will be 1/2", the margin on the top and bottom will be 1" and the margin on the left side (binding edge) will measure 2". The border will measure 22" x 33 1/2". Any materials submitted to the State by the Consultant must be on or equivalent to white bond. Any material, which does not produce an acceptable reproduction, will be returned to the Consultant for rectification. The CADD files must also conform to the following standards conventions:~~
- ~~2) Graphic elements must be placed according to DOR Bridge level conventions as described in the README DGN file.
 - a) Working units must be:
 - i) Master Units – Survey Feet, Label: ' "
 - ii) Sub Units – inches, Label: " "
 - iii) Resolution – 1000 per distance survey foot
 - iv) File names must use DOR Bridge CADD naming convention as described in the Bridge Office Policies and Procedures Manual.~~
- ~~3) **Hydraulic Survey.** The Consultant shall accomplish the hydraulic survey based on the "2012 Hydraulic Analysis Guidelines" (or latest edition). The Consultant shall perform the hydraulic survey at the following locations: C _____ and C _____.~~
- ~~4) **Hydraulic Analysis.** The Consultant shall accomplish the Hydraulic Analysis based on the "2012 NDOT Hydraulic Analysis Guidelines" (or latest edition). The Consultant shall perform the hydraulic analyses at the following locations: _____ and _____. When responding to comments, the Consultant shall e-mail the itemized response to NDOT.~~
- ~~5) **Bridge Design Data Sheets and Bridge Type, Size and Location Plans (TS&L) for Hydraulic Structure**~~

- a) ~~The Consultant shall prepare a Bridge Design Data Sheet and Type, Size, and Location plan (TS&L) for Pre-stressed Concrete Girder Bridge C_____.~~
- b) ~~The Consultant shall prepare Nebraska Department of Roads form DR67 requesting that NDOT's Bridge Division design the (Twin, triple, etc.) _____' x _____' x _____' Concrete-Box Culvert C_____.~~
- c) ~~The Consultant shall prepare a general description/layout of the proposed bridge on the TS&L plan. This information shall include, but is not necessarily limited to the following:~~
 - i) ~~Sectional Elevation View of bridge and concrete box culvert.~~
 - 01) ~~Span arrangement~~
 - 02) ~~Locations of substructure elements~~
 - 03) ~~Existing and/or design profiles of ground, roadways, railroads, etc. below and adjacent to bridge and concrete box culvert. (Where applicable).~~
 - 04) ~~Low girder/slab elevations~~
 - 05) ~~Grade elevations of bridge and other critical elevations~~
 - 06) ~~Top of pier footing elevations~~
 - 07) ~~Bottom of sheet pile or abutment wall elevation~~
 - 08) ~~Bottom of pile bent encasement elevation~~
 - 09) ~~H.W. Elevation (Q100)~~
 - ii) ~~General Plan View of Bridge and concrete box culvert.~~
 - 01) ~~Span arrangement~~
 - 02) ~~Locations of substructure elements~~
 - 03) ~~Location of existing bridge and existing culverts.~~
 - 04) ~~Locations of existing roadway/railroads~~
 - 05) ~~Horizontal clearances to substructure elements~~
 - iii) ~~Typical Cross Section of Bridge Roadway/Superstructure and concrete box culvert.~~
 - 01) ~~Girder type designation~~
 - 02) ~~Girder spacing~~
 - 03) ~~Clear roadway width of bridge~~
 - 04) ~~Pier elevation view~~
 - 05) ~~Phasing (if any)~~
 - iv) ~~Show all hydraulic information required for preliminary data sheets, including critical berm elevation and scour values, as shown in the hydraulic analysis guidelines. In addition, show elevation and plan view of riprap layout, channel shaping and channel transition back to the natural channel, to scale. Show ordinary high water (OHW) elevation and riprap limits and quantity thereof within the ordinary high water limits.~~
 - 01) ~~Existing profiles~~
 - 02) ~~New grade profile sketch~~
 - 03) ~~Structure location note~~
 - 04) ~~The title block along the right side of the sheet shall include the information specified in Section 2.1.3 of the Bridge Office Policies and Procedures Manual.~~

- ~~v) The Bridge Design Data Sheet shall be done in accordance with the Bridge Office Policies and Procedures Manual. The Consultant retains electronic TS&L plot data for reproduction if necessary.~~

~~6) Final Bridge Design and Development of Bridge Plans~~

- ~~a) Final Bridge Design. The Consultant shall complete calculations and design to prepare final bridge design plans for the structure(s) as described in Section (A) of this Scope of Services and as detailed in the bridge design data sheets approved by the State. Because the bridges in this Scope of Services are different types, some of the items in this section and the following section may not apply for each structure. The calculations and design plans shall follow methods as described in the Nebraska Department of Roads Bridge Office Policies and Procedures.~~
- ~~b) The Consultant shall compute quantities according to the standard bid items in the Standard Specifications.~~
- ~~c) The Consultant shall prepare a list of all current standard special provisions that pertain to this project. In addition, the Consultant shall prepare special provisions for any bid item not in accordance with the Standard Specifications.~~
- ~~d) Front Sheet: This task includes efforts to create the front sheet of the bridge plans.~~
- ~~e) General Notes, Quantities and Index: This task includes efforts in assembling general notes, quantities and index.~~
- ~~f) General Plan & Elevation Plan: This task includes efforts to create the general plan and elevation plan.~~
- ~~g) Bridge Coordinate Plan: This task includes efforts to create the coordinate plan.~~
- ~~h) Geology Plan and Elevation Plan: This includes efforts to create the geology plan and elevation plan.~~
- ~~i) Foundation/Pile Layout Plan: This task includes efforts to create the foundation/Pile layout plan.~~
- ~~j) Abutment Plan: This includes efforts to create the abutment plan.~~
- ~~k) Pier/Bent Plan: This includes efforts to create the pier/bent plan.~~
- ~~l) Beam Framing Plan: This includes efforts to create the beam framing plan.~~
- ~~m) Beam/Girder Details: This includes efforts to create the beam/girder plan.~~
- ~~n) Typical Section/Roadway Cross Section: This includes efforts to create the typical section/roadway cross section.~~
- ~~o) Bearing Plan: This includes efforts to create the bearing plan.~~
- ~~p) Slab Reinforcement Plan: This includes efforts to create the slab reinforcement plan.~~
- ~~q) Approach Slabs: This includes efforts to create the approach slab plan.
(Need for plan as determined by NDOT)~~
- ~~r) Concrete Rail/Barrier Sheet: This includes efforts to create the concrete rail/barrier plan.~~

- s) ~~Bill of Bar Sheet with Bending Diagrams (Other Bill of Bars shall be included with Abutment, Pier/Bent and Slab Plans):~~ This includes efforts to create the bill of bars plan with bending diagrams.
- t) ~~Load Rating:~~ This effort involves calculations and documentation required to load rate the structure/structures per acceptance by NDOT Bridge Division.

~~7. 90% Bridge Plan Submittal.~~

~~The Consultant shall submit to the State four sets of progress prints for the 90% review when the initial design and detailing is completed, but prior to the checking. In addition, if there are utilities that will be incorporated into the structure(s), the Consultant shall submit to the State an additional three sets of prints for those sheets showing the work required for the utilities. A draft copy of the special provisions shall also be submitted. The consultant shall complete and provide the bridge load rating form DR-33.~~

~~Final Bridge Plan Submittal. The Consultant shall submit final drawings and final special provisions when all final corrections and quantity calculations are completed. The consultant shall submit one complete set of design calculations and one complete set of check calculations, including copies of any computer output used in the design and check calculations. Also to be submitted is one complete set of quantity calculations and one complete set of quantity check calculations (including copies of any applicable computer output). All design/check calculations and all quantity/check calculations shall be submitted on a CD-ROM or DVD disk.~~

~~The Consultant shall do the design check calculations and check quantity calculations independent from the original design calculations and original quantity calculations. All check calculations are to be performed by a person of equal professional status as the one who performed the original calculations. Prefabricated pedestrian structures do not require an independent design calculation however the bridge designer will be required to layout the bridge location and design the abutments. This work does require an independent design check, which may be performed by someone within the same firm. The Consultant shall show the names of the individuals preparing and checking the work, along with the date on each sheet of the original design, design check calculations, and quantity calculations and check quantity calculations. The Consultant shall make sure that all calculations are properly indexed, arranged in a logical and orderly manner.~~

~~The Consultant shall provide shim data (deflections due to slab and curb/rail weight). If any proprietary items are specified in the final design plans, the Consultant shall list at least three manufacturers in the plans and special provisions, or a general specification eliminating any reference to proprietary names. In addition, the Consultant shall provide to the State any technical brochures pertaining to the proposed products.~~

~~8. Requirements for Bridge Design Plans (PS&E).~~

~~The Consultant shall prepare final bridge design plans on sheets in accordance with the format described in Section D of this Scope of Services. The Consultant shall provide a title block along the right side of each sheet that is in conformance with the "Bridge Office Policies and Procedures Manual". The Consultant shall draft all structural details at a scale, which will clearly show all details, notes and lettering when the plans are reduced to half size. The Consultant shall put the seal and signature of a registered professional engineer licensed to practice in the State of Nebraska on all sheets of the final design plans.~~

m. ENVIRONMENTAL COORDINATION

Environmental coordination requires the Design Consultant to work with the NEPA Consultant to ensure environmental commitments are met. The RC is responsible for coordinating these efforts.

- 1) **Review of NEPA documents and commitments.** The Design Consultant NEPA Consultant shall review the NEPA Document for any commitments made that must be addressed during final design.
- 2) **NEPA exhibits.** The Design Consultant will provide the NDOT with exhibits as needed for the development of NEPA Re-evaluation.
- 3) **NEPA Re-Evaluations.** The Consultant will work with the LPA to determine items during final design that require Re-Evaluation through the NEPA process at designated milestones (to include ROW and PS&E). This effort will require coordination with NDOT PQS. Documentation detailing scope changes will be prepared and submitted to all appropriate NDOT PQS for approval and inclusion in the NEPA Re-Evaluation document. The Consultant will coordinate the Re-Evaluation process and documentation with NDOT PQS and the NDOT NEPA PM.
- 4) **Preliminary Waterway Permit Data Sheet.** The Design Consultant will complete form DR-290 for the project.
- 5) **Wetlands Impacts.** The Design Consultant will provide limits of construction to the Environmental Consultant for calculation of impacts to wetland areas delineated. This information shall be provided in the final plans on the 2-W Sheet.
- 6) **Permits.** The Design Consultant shall prepare and submit on behalf of the LPA the following permits, certifications, and forms. The Consultant shall copy the RC (NDOT) on all applications submitted.
 - a) ~~Floodplain Permit (Design Consultant) If a Floodplain Permit is required the Design Consultant will prepare a Floodplain Certification Package. The package is to include a memo describing the project and its impacts on the floodplain, a location map showing the boundary of the project, FIRMette maps with floodplains and structures identified and a certification form signed, sealed and dated by a professional engineer certifying compliance with floodplain and floodway regulations. A FIRMette is a legal to scale copy of a portion of a Flood Insurance Rate Map (FIRM). FIRMette can be printed in either letter legal or ledger size paper and found at the following website, <http://msc.fema.gov>. The LPA with assistance from the Consultant is to apply for the permit.~~

- b) Army Corps of Engineers 404 permit (NEPA Consultant)
- c) National Pollution Discharge Elimination System, Storm-water Pollution Prevention Plan & Notice of Intent (NPDES, SWPPP & NOI)
(~~NDOT~~Consultant)
- d) PCSWP Permit
- e) Activity Checklists (NEPA Consultant)
- f) NEPA Coordination (NEPA Consultant will provide Green Sheets)
- g) Wetland Impact calculations form DR290 Waterway Permit Data Sheet (To be calculated by PE consultant)
- ~~h) Nebraska Department of Environmental Quality (NDEQ), (NEPA Consultant)~~
- ~~i) City/County Health Department Permits (NEPA Consultant)~~

7) Public Involvement

- a. Public Involvement Planning Meetings (1 Meeting) The Consultant will meet with the LPA to develop public involvement strategies. The Consultant will be responsible for distributing meeting invitations, coordinating meeting locations, and preparing meeting minutes.
- b. Public Involvement Plan. The Consultant will develop a public involvement plan for review and approval by the RC. The plan should include dates of anticipated meetings, anticipated forms of communication with the public (i.e. website, newsletter, door hangers, etc.), and a database of adjacent property owners and other project stakeholders. All information to be sent to the public or posted to the web shall be reviewed by the RC prior to distribution. The information will be submitted for review a minimum of one week prior to publication.
- c. Database Development/ Maintenance. The Consultant will develop and maintain a database of project stakeholders to include residents, property owners, organizations, agencies, LPA staff and officials, project team members and other parties who may be interested in or impacted by the project. The database shall identify stakeholder names, telephone numbers, addresses, tract numbers, conversation dates and other pertinent information. A copy of the database will be given to the RC upon request. The Consultant will also serve as the point of contact for public involvement and information, and will keep a record of all public contacts and inquiries regarding this project.
- d. Key Stakeholder Outreach (3 Meetings) The Consultant and LPA staff will identify key project stakeholders for participation in focus group meetings prior to the public meetings. The Consultant shall be responsible for distributing meeting invitations, coordinating meeting locations, facilitating, and preparing meeting minutes.
- e. City Council/County Board (2 pre-council/Board, 2 regular meeting) At the request of the RC, the Consultant will attend 2 pre-council/board meeting and 2 council/board meeting to report on project progress and answer council/board member questions.
- f. Open Houses (2 Meetings) The Consultant will schedule, arrange, and facilitate 2 public open houses to be held in conjunction with the ~~first and second~~ 60% plan submittal and prior to construction. The Consultant will draft a newspaper notice of the open house to be reviewed by the RC. The notice of the open houses will be published 10 days prior to the event in a local newspaper Bellevue Leader. During the public meeting, LPA staff and the Consultant will be available to answer questions and receive comments. The Consultant will provide and maintain a sign-in list and comment forms for the open houses and prepare a written summation of the oral and written comments received. The Consultant shall provide any necessary follow-up. ~~The Consultant will prepare for and conduct a design public hearing.~~ The work associated with this task is detailed NDOT publication, Pursuing Solutions Through Public Involvement and is made part of this scope of services by reference (<http://www.transportation.nebraska.gov/docs/public-involvement.pdf>).
- g. One-on-One, Small Group Meetings (10 Meetings). The Consultant will meet with individuals who are significantly affected by the project. These meetings will be conducted during the final design effort to work through elements directly impacting the groups ~~prior to public open house meetings.~~

- h. Newsletters/Informational Materials. The Consultant will develop and reproduce ~~quarterly newsletters~~ up to three (3) mailers throughout the course of the project. ~~Newsletters~~ Mailers shall be mailed to all project stakeholders and posted to the LPA's web site. The Consultant shall also develop other informational material such as door hangers, postcards, or individual letters to property owners as requested by the RC. The Consultant shall also develop open house boards for use during the 60% and pre-construction meeting, depicting the strip map. All informational materials shall be reviewed and approved by the RC prior to printing and distribution.
- i. Final Public Involvement Report/Documentation. The Consultant will write a final report documenting the public involvement process. The report shall include tools and techniques utilized, numbers of citizens participating, meeting minutes, a list of meeting attendees, and general description of public reaction.
- j. Web Site Modifications – The Consultant will continue to maintain the website for this project. The web site resides on the Consultant's web page, but must be linked to the LPA's web page and must adhere to the LPA's standards in regards to content and appearance. The Consultant shall review and update the web site at a minimum monthly and will post/update open house information within 48 hours of open houses being scheduled. The website will also serve as a portal for public comments/questions to be submitted for the LPA and Consultant to respond to.

N. **PS&E SUBMITTAL**

1. **Draft PS&E Submittal.** The Consultant shall submit a draft PS&E package, along with all project checklists, to the Project Liaison and NDOT Project Coordinator for final review. The package will include the plan set, special provisions, and total project quantities. The Consultant shall prepare an updated total estimate of quantities and project cost estimate.
2. **Final PS&E Submittal.** Upon incorporating review comments into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an estimate of quantities to the NDOT Project Coordinator for the final PS&E review. The bid package includes horse blankets, NDOT Project Information sheet (DR Form 342) summary of quantity sheets (DR 343 and DR 355) sealed drawings and special provisions.
3. **Special Provisions.** The Consultant shall draft any special provisions necessary for the contract documents including a prosecution and progress; status of right-of-way; and status of utilities.
4. **Bid Justification.** Detailed justification of accepting bid prices may be requested if the bid prices are substantially higher or lower than the engineer's project cost estimate.
5. **Bid Assistance.** The Consultant shall aid in answering design related questions (RFI's) received during the bidding process, through the LPA/NDOT. The Consultant shall also attend a pre-bid meeting to give an overview of the project to the attendees, at the LPA's discretion; and prepare information to support up to three (3) addendum to the bidding documents if necessary during the bidding of the project to clarify the design or address questions raised at the pre-bid meeting (if deemed necessary).

O. PROJECT MEETINGS

- ~~1) **Plan In Hand Meeting/Report.** The Consultant will schedule and attend a plan in-hand meeting to review the thirty (30) percent roadway design plans. Consultant to prepare plan in-hand report. (On site)~~
- 2) **Owner Meetings.** Consultant will meet with County/City Representatives, kick off meeting _____, review preliminary meeting(s) _____ and final drawing meeting(s) _____. The Consultant shall schedule and conduct up to fifteen (15) regular monthly progress meetings with the LPA during the design process, and up to four (4) additional progress meetings during the ROW process. In addition, a constructability review meeting will be held with the LPA during the final design process.

P. PRELIMINARY ROADWAY DESIGN

~~Note: Refer to Bridge Design Services (Section 4) for more information on bridge submittals.~~

Deliverables

- ~~a) Monthly Invoices and Progress Reports~~
- ~~b) Meeting Minutes for all meetings to be summarized and delivered/mailed to the Client, NDOT and applicable stakeholders within (2) days of meetings.~~
- ~~c) Hydraulic Report and Data Sheet~~
- ~~d) Deliverables for the Plan in Hand Phase include:~~
 - ~~i) Preliminary Waterway Permit Data Sheet, DR Form 290~~
 - ~~ii) Erosion Control Plan in Hand Checklist, Exhibit G of the NDOT Roadway Design Process Outline(DPO), if applicable~~
 - ~~iii) FAA Form 7460-1 when applicable~~
 - ~~iv) Two half size set Plan in Hand Plans and corresponding electronic files~~
 - ~~v) Project Information Sheet, DR Form 342~~
 - ~~vi) Project Quantity Sheet, DR Form 343E~~
 - ~~vii) Draft Plan in Hand Report (pdf format and paper copy)~~
 - ~~viii) Plan in Hand plans with comments consolidated on one set~~
- ~~e) Final Plan in Hand Report (pdf format and paper copy)~~
- ~~f) Plans/display showing project in relation to mapped floodplains/floodways, if applicable~~
- ~~g) Opinion of Probable Construction Cost~~
- ~~h) Construction and working day estimates~~

Q. FUNCTIONAL PLANS (60%)

1. Functional plans incorporate review comments needed revisions identified during the plan in hand and serves as a mid-point check of the design (60% complete).
2. The following plans with the limits of construction are to be submitted at the completion of the functional design:
 - a. Preliminary Title Sheet (by Consultant) (A)
 - ~~b. Title Sheet (Prepared by NDOT PS&E)~~

- c. Typical Cross-Section Sheets (B)
- ~~d. Summary of Quantities Sheet (Prepared by NDOT PS&E)~~
- ~~e. Summary Of Soil and Materials Information (2K)~~
- f. Wetland Sheets (E)
- g. Aerial Photo Sheets (E)
- h. Horizontal/Vertical Control Sheets (F)
- i. General Notes Sheet (G)
- j. Construction Phasing Plans (H)
- k. Geometric Sheets (J)
- l. Joints and Grades Sheets (J) – 90% submittal only
- m. Storm Drainage Plan and Profile Sheets (J)
- n. Construction Sheets (J)
- o. Removal Sheets (J)
- p. Sediment and Erosion Control Sheets (J)
- q. Roadway Plan and Profile Sheets (L)
- r. Traffic Control Sheets (M)
- s. Pavement Marking & Signing Sheets (M) – 90% submittal only
- t. Lighting Plan Sheets (N) – 90% submittal only
- ~~u. Landscaping Plan Sheets~~
- v. Earthwork Data Sheets (Q)
- w. Culvert/Channel Cross-Section Sheets (R)
- ~~x. Bridge (SP)~~
- y. Detail Sheets (U)
- z. Retaining Wall Plan and Profile Sheets (L)
- aa. Retaining Wall Details (U)
- ~~bb. Wastewater Plan and Profile Sheets (SP)~~
- ~~cc. Water Main Plan and Profile Sheets (SP)~~
- dd. Traffic Signal Plan Sheets (M)
- ee. Right of Way Title Sheet (W)
- ff. Right of Way Summary Sheet (W)
- gg. Right-of-Way Plans (W)
- hh. Roadway Cross-Section Sheets (X)

3. The Consultant shall prepare quantity estimates, (DR-342, 343E) for all construction and removal items on the plans and submit them to the RC.

After the review of the functional plans, the LPD Project Coordinator and approval of the environmental documentation by NDOT and FHWA the Project Coordinator will issue a notice to proceed with final design.

R. Final Roadway Design (90%)

The only revisions to the 90% plans would be modifications resulting from right of way negotiations. The 90% submittal shall include the following:

- ~~a) Certification of Compliance, BR Form 366~~

- b) Final plans (one half-size set) and corresponding electronic files
- ~~c) Floodplain certification and documentation~~
- ~~d) Floodplain Certification Memo~~
- e) Project Quantity Sheet, DR Form 355 and Horse Blankets
- f) Construction and working day estimates
- ~~g) Railroad insurance If applicable for insurance purposes, the consultant will calculate the percentage of work being performed within railroad right of way is within 50 feet of any railroad track will need to be estimated by the Consultant. The Consultant shall also estimate work being performed outside the 50 foot line but within the railroad right of way. Work within the 50 foot line will require the construction contractor to carry railroad protective insurance and the work outside the 50 foot line but within railroad right of way will require the Contractor to carry regular Contractor's Public Liability and Property Damage Insurance.~~

S. DELIVERABLES FOR FINAL PLANS (PS&E) PHASE INCLUDE

- 1) Revised Waterway Permit Data Sheet, DR Form 290
- ~~2) Floodplain Certification and documentation~~
- ~~3) Floodplain Certification Memo~~
- ~~4) Concrete Box Culvert Request Sheet, DR Form 67~~
- 5) Opinion of Probable Construction Cost
- 6) Two half-size set and one full-size set of Final Plans and corresponding electronic files (stamped and signed and preliminary stamp removed).
Plans sets shall have the following applicable sheets

- Preliminary Title Sheet (by Consultant)
- Title Sheet (Prepared by NDOT PS&E)
- Typical Cross-Section Sheets (B)
- Summary of Quantities Sheet (Prepared by NDOT PS&E)
- ~~• Summary Of Soil and Materials Information (2K)~~
- Wetland Sheets (E)
- Aerial Photo Sheets (E)
- Horizontal/Vertical Control Sheets (F)
- General Notes Sheet (G)
- Construction Phasing Plans (H)
- Geometric Sheets (J)
- Joints and Grades Sheets (J)
- Storm Drainage Plan and Profile Sheets (J)
- Construction Sheets (J)
- Removal Sheets (J)
- Sediment and Erosion Control Sheets (J)
- Roadway Plan and Profile Sheets (L)
- Traffic Control Sheets (M)
- Pavement Marking & Signing Sheets (M)
- Lighting Plan Sheets (N)

- ~~Landscaping Plan Sheets~~
- Earthwork Data Sheets (Q)
- Culvert/Channel Cross-Section Sheets (R)
- ~~Bridge (SP)~~
- Detail Sheets (U)
- Retaining Wall Plan and Profile Sheets (L)
- Retaining Wall Details (U)
- ~~Wastewater Plan and Profile Sheets (SP)~~
- ~~Water Main Plan and Profile Sheets (SP)~~
- Traffic Signal Plan Sheets (M)
- Right of Way Title Sheet (W)
- Right of Way Summary Sheet (W)
- Right-of-Way Plans (W)
- Roadway Cross-Section Sheets (X)
- ~~List of standard plans~~
- ~~Summary of quantities (DR forms 355 and Horse Blankets DR form _____)~~
- ~~Construction Quantities~~
- ~~Special Provisions~~
- ~~PS&E Required Sheet DR Form 280~~

- 7) Project Information Sheet, DR Form 342
- 8) Project Quantity Sheet, DR Form 343E
- 9) Summary of Quantity Sheets, DR Form 355
- 10) Guardrail Summary, DR Form 195
- 11) Summary of Quantities and Locations of Surfaced Driveways/Intersections
- 12) Table of Drainage Summary Items, "Horse blankets"
- 13) Length Sheet, DR Form 415
- 14) PS&E Required Sheet, DR Form 263
- 15) Grading Item Summary, DR Form 64E
- 16) Special provisions
- 17) Standard Plan listing
- 18) Special Plan listing
- 19) ~~Opinion of Probable Construction Cost~~

T. PS&E BLUE LINES

- 1) Address comments or questions during PS&E Review. This includes effort addressing any questions or comments that arise during the PS&E review.
- 2) Revisions per PS&E Comments (not to include errors or omissions). This includes revisions based on PS&E comments that make the plans biddable.
- 3) After PS&E revisions are complete, the Consultant shall produce temporary erosion control worksheets and submit them in electronic form and as half-sized plan sheets, along with the signed and dated plans. The temporary erosion control sheets shall include the following items:
 - a) Topography

- b) New Design (does not include temporary erosion control design)
 - c) New Drainage
 - d) Wetlands and Legend
 - e) Ditches with slopes and arrows
 - f) Limits of Construction lines
 - g) Restricted Areas
 - h) Contours (Attach the contour file with a "c1" logical name) (Only show contours if there are design contours. This would occur on reconstruction projects, not overlays)
 - i) ROW. (If possible) change the legend to match the ROW lines used on your project
- 4) NPDES Notice of Intent (NDOT)
 - 5) Agency concurrence letters (State of Nebraska Department of Roads) (NEPA Consultant)
 - 6) Traffic Safety Report (Responsible Charge)
 - 7) Geotechnical Report (~~NDOT~~ Consultant)
 - 8) Summary of Public comments, and response to written comments (NEPA Consultant)

U. **GEOTECHNICAL**

Geotechnical Investigations the Consultant will provide geotechnical investigations of the subgrade on areas to be surfaced roadways, parking lots and trails. Boring will generally be spaced at 300 to 500-foot spacings at the preliminary locations depicted on the attached Boring Location Plan. ~~with borings every 500 feet unless otherwise directed by the engineer, and prepare the pavement determination.~~

1. **Data Research**

Based upon current site topography, the site grading within the limits of the roadway is expected to ~~be minor~~ require maximum fill placement on the order of 5 feet with cuts on the order of 2 to 3 feet. Beyond the limits of the roadway, fill placement is anticipated to develop the shoulder embankments with maximum fill placement on the order of 12 feet with minimal cuts planned. Embankments slopes are planned to be ~~with cuts and fills~~ sloped at 3H:1V or flatter. Based on this information we are proposing to complete 20 borings for ~~Borings will be taken expect~~ soil test with the project. The fee associated with these borings assumes the project site is easily accessible for truck-mounted drilling equipment and rights of access can be obtained from adjacent owners. These test borings will be in accordance with schedules located in the most recent NDOT Geotechnical Policy and Procedures Manual. The field exploration program consists of the following:

Number of Borings	Boring Depth (feet bgs)	Planned Location
20	10 - 20	See Attached Location Plan*

* - Boring Locations are preliminary. Final locations may be slightly modified so as to avoid utilities and/or areas of limited access.

Borings will be advanced to the planned depths and/or practical auger refusal, whichever occurs first. Total drilling footage for the project is anticipated to be 235 feet.

Prior to drilling, the Consultant will contact Diggers Hotline of Nebraska to locate underground public utilities. Private utilities not identified as part of the public locate are the responsibility of the client to locate. The Consultant is not liable for damage to any utility line or service connection that is improperly marked. If the City is aware of underground utilities in the area that may not be identified by the Diggers Hotline request, we ask that they provide the Consultant with that information so that we may shift or relocate the soil borings as necessary to avoid underground utilities.

Due to the proposed boring spacing and two-lane road section, we anticipate that lane closures will be necessary during drilling. For the purpose of this proposal, we have assumed that traffic control services will be part of our scope of work. We will subcontract with a traffic control company to provide the necessary signage, cones, flaggers, etc. as needed.

Soils will be sampled with Shelby tubes in clay soils and split spoons will be obtained in cohesionless and hard soils. Groundwater levels will be measured while drilling, immediately after drilling, and again within 72 hours after drilling. After the final groundwater reading is taken, the boreholes will be backfilled and/or patched as needed.

Drilling rigs are heavy equipment and some disturbance of existing grades or surface features are

possible. This may include, but is not limited to, soil rutting, pavement cracking, or sidewalk distress (if applicable). Although the Consultant will attempt to minimize surface distress, damaged pavements, or sidewalks wherever possible, no restoration other than backfilling the soil borings and patching pavements with like materials is included in this work scope.

2. Design Recommendations

The Consultant shall prepare geotechnical recommendations for the primary purpose of developing geotechnical design criteria for use in designing ~~retaining walls, bridges, and~~ pavements for the project. At a minimum our recommendations will include the following:

- ☐ Recommendations regarding the thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA Standards will be included or referenced.
- ☐ Recommendations associated with site preparation and structural fill placement.
- ☐ Subgrade preparation and requirements for the new roadway alignment.
- ☐ Recommendations will be provided for remediation of soft or unsuitable soils, if applicable.
- ☐ Analysis of the soils encountered regarding shrink/swell characteristics and the potential for reuse as general fill, compacted structural fill, or utility backfill.
- ☐ Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- ☐ Recommended soil parameters for the design of grade retaining walls including drained and undrained soil parameters.
- ☐ Recommendations and design values related to concrete and asphalt pavements and subgrade thicknesses, as applicable.

3. Geotechnical Report

The Consultant shall prepare and submit three (3) copies of a geotechnical report to the RC for review.

Misc. Items

- 1) **Retaining Wall Design.** Retaining Wall design is not included in this scope of services. ~~The Consultant can provide these services through a Supplemental Agreement if it is determined that retaining walls are needed.~~ As part of our services, the Consultant will design and prepare construction documents for construction on retaining walls. These shall include plan & profile sheets and typical retaining wall details. It is anticipated that a majority of the structures will consist of a large block gravity walls. Based on preliminary layout and cross section, our scope of work is based on the following assumptions:

Phase 2:

- ☐ 5 Retaining Walls
 - ☐ Heights range from 4 to 8 feet tall
 - ☐ Lengths from 75 to 600 feet
 - ☐ Wall face of approximately 7,000 square feet
- 2) **Construction Engineering Services.** The Consultant will provide Construction Engineering Services through a Supplemental Agreement.
 - 3) **Right-of-Way Acquisition.** Right-of-Way Acquisition Services are not included in this agreement.

S. SCHEDULE

Project Timeline. The Consultant shall prepare a schedule for project milestone dates and the schedule will be updated quarterly or if dates change. The consultant will show old dates with the updated schedule dates. The schedule will be printed on a separate document as well as included in the agreement. The document will include the project name, the project number, project control number consultant firm name, project manager and date.

Notice to Proceed for PE: Anticipated 9/9/19

Kickoff Meeting / Site Visit / Initial Project Review / Stakeholder Meeting: 9/16/19

Complete Preliminary Field Survey: 11/06/19

~~— Submit Hydraulic data Sheet (40 days prior to the draft PIH report submittal): Date~~

~~— Submit Bridge TS&L (40 days prior to the draft PIH report submittal): Date~~

Complete ROW Title Search, Legal Description and Ownership plans: 4/10/20

~~— Complete Preliminary Limits of Construction: Date~~

~~— Submit Plan in Hand Plans and draft PIH report: Date~~

~~— Plan in Hand: Date~~

Submit 60% Plans: 04/10/20

Submit Roadway 90% Plans: 9/14/20

Submit ROW Plans, ROW Estimate, Tract Maps and Legals: 04/10/20

~~— Submit 90% Bridge Plans: Date~~

NEPA Re-Evaluation (Start): 04/10/20

ROW NTP: 10/09/20

PS&E Turn In: 9/06/21

NEPA Re-Evaluation (Start if required): 9/07/21

PS&E Blue line Corrections Submittal: To be determined by NDOT PS&E Construction Division

**Preliminary and Final Design
Consultant Estimate of Hours**

Project Name: 36th St, Sheridan Rd - Platteview Rd, Bellevue
 Project Number: MAPA-3773(1)
 Control Number: 22288
 Location (City, County): Bellevue, Sarpy County
 Firm Name: Olsson Associates
 Consultant Project Manager: Tony Egelhoff
 Phone/Email: (402) 341-1116 / tegelhoff@olsson.com
 LPA Responsible Charge: Dean Dunn
 Phone/Email: (402) 293-3025 / dean.dunn@bellevue.net
 NDQR Project Coordinator: Taylor Eman
 Phone/Email: (402) 479-3607 / taylor.eman@nebraska.gov
 Date: August 6, 2019

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	RLS	ENV	PM	SENG	ENG	SDS	ADM	SPC	SUR	PIS	
For Engineering Services:												
E. Project Management	40			470	40	20		38				608
1 Project Management	40			410								450
2 Project Description / Purpose and Need												
3 Quality Assurance / Quality Control				40	40			8				88
4 Document Management/ Storage/ Access System				20		20		30				70
F. Survey	46						144		294	294		778
1 Preliminary Field Survey	4						8		120	120		252
2 Digital Terrain Model	4						32					36
3 Base Map Preparation	1						24					25
4 Horizontal and Vertical Control	1						4		8	8		21
5 Section / Property Corners	24						16		40	40		120
6 Existing Utilities	2						12		36	36		86
7 Note Reduction / Preliminary Plotting							12					12
8a P/H Staking												
8b Negotiation Staking	2						4		30	30		66
9 Utility Soundings	4						16		30	30		80
10 Topographic Pick-up Survey	4						16		30	30		80
G. Road Design	46			162	1,004	624	2					1,838
1 Complete Form DR-76				4	2	4		2				8
2 Data Collection and Review				4		8	8					20
3 Alternatives Analysis				2	4	40	40					86
4 Roadway Horizontal Alignment					2	24	24					50
5 Roadway Vertical Alignment					2	24	24					50
6 Template Roadway Cross sections				4	8	80	120					212
7 Limits of Construction				2	2	12	24					40
8 Earthwork					2	24	12					38
9 Roadway Geometric Design				2	8	40	40					90
10 Roadway and Driveway Culverts / Storm Sewer/MS4				8	24	220						252
11 Construction and Removal						80	24					104
12 Utility Coordination/Verification						8	48					56
13 Construction Phasing/Detour Route/Temporary Roads				16	20	104	80					220
14 Erosion Control					16	100	48					164
15 Quantities/Estimates				4	16	40	48					108
16 Typical Sections					2	16						18
17 2W/2A Sheets						4						4
18 Guardrail				2	2	8	12					24
19 Floodplain Permitting Identification												
20 Plan-in-Hand Meeting/Report				2	8	16						26
21 Working Day Calculations					8	24						32
22 Pavement Determination					16	40	40					96
23 Structural Component Design					12	40	16					68
24 Traffic Signals and Interconnect					4	32	8					44
25 Pavement Markings and Signing					4	16	8					28
26 Lighting												
H. Design Plan Preparation and Assembly												
1 Plan Sheets												
a Title Sheet												
b Typical Section Sheet												
c Aerial/Wetland Sheet												
d Centerline Control												
e Preliminary Phasing												
f Geometrics												
g Construction												
h Removal Plans												
i Storm Sewer / Culvert												
j P & P Sheets												
k Drainage Profiles / Drainage Cross Sections												
l Special Plans - Wall P & P Sheets												
m Cross Sections												
n Right-of-Way Ownership Plans												
I. Water Line and Sanitary Sewer Relocation/Reconstruction				36		60	16	8				120
J. Utilities				4		12		2				18
1 Assistance						16	16					32
2 Coordination of Plan Review				24		24		4				52
3 Meetings with Utilities				8		8		2				18
4 Utility Permits												

**Preliminary and Final Design
Consultant Estimate of Hours**

Project Name: 36th St, Sheridan Rd - Platteview Rd, Bellevue
 Project Number: MAPA-3773(1)
 Control Number: 22288
 Location (City, County): Bellevue, Sarpy County
 Firm Name: Olsson Associates
 Consultant Project Manager: Tony Egelhoff
 Phone/Email: (402) 341-1116 / tegelhoff@olsson.com
 LPA Responsible Charge: Dean Dunn
 Phone/Email: (402) 293-3025 / dean.dunn@bellevue.net
 NDOR Project Coordinator: Taylor Eman
 Phone/Email: (402) 479-3607 / taylor.eman@nebraska.gov
 Date: August 6, 2019

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	RLS	ENV	PM	SENG	ENG	SDS	ADM	SPC	SUR	PIS	
For Engineering Services:												246
K. Right-of-Way Design			32	16	2	68	128					
1 Existing Right-of-Way Base							8					8
2 Proposed Right-of-Way				8		48	36					92
3 Right-of-Way Plan Sheets		32					72					104
4 Title Research					2	8						10
5 Permit to occupy right-of-way Encroachments				8		12	12					32
ROW Deliverables												
6a Title Research Study Area												
6b Title Vesting Document												
6c List all owners of record of parcel												
6d Certificate of Title Report												
6e Copies of all supporting documentation												
6f If applicable, copies of subdivision plats and surveys												
6g Copies of deeds, easements, dedications, etc.												
6h Copies of County Cadastral Maps that do not have GIS website												
L. Bridge Design Services				308	24		60	36				428
M. Environmental Coordination												
1 Review of NEPA documents and commitments				8			8	20				28
2 NEPA exhibits				80	16		6					102
3 NEPA Re-Evaluation				8			4					12
4 Preliminary Waterway Permit Data Sheet				12			6					18
5 Wetlands Impacts												
6 Permits												
6a Floodplain Permit				120	4		4	16				144
6b Army Corps of Engineers 404 permit					2		16					18
6c NPDES, SWPPP & NOI					2		16					18
6d PCSWP Permit				2								2
6e Activity Checklists				80								80
6f NEPA Coordination												
6g Wetland Impact calculations												
6h Nebraska Department of Environmental Quality												
6i City/County Health Department Permits												
Public Involvement				38	20	70	24	60	40	40		412
7a Public Involvement Planning Meetings	4					4						10
7b Public Involvement Plan						2						10
7c Database Development/ Maintenance						2						100
7d Key Stakeholder Outreach	6			4		6	4		9			25
7e City Council/County Board meetings						8						10
7f Open Houses	16			8		16	16	32				60
7g One-on-One, Small Group Meetings	12			8		12	4	12	8			36
7h Newsletters/Informational Materials						8		8	8			96
7i Final Public Involvement Report/Documentation						4			15			15
7j Web Site Modifications						8						50
N. PS&E Submittal						6	64	64	64	8		206
1 Draft PS&E Submittal							8	16	24			48
2 Final PS&E Submittal							4	8	16			28
3 Special Provisions							40	8		8		56
4 Bid Justification						2	4					6
5 Bid Assistance						4	8	32	24			68
O. Project Meetings				12		24	60	24	60		20	200
1 Plan in Hand Meeting/Report	12					24	60	24	60		20	200
2 Owner Meetings												
P. Preliminary Roadway Design												
Deliverables						8	80	366	876			1,330
Q. FUNCTIONAL PLANS (60%)												
Incorporate review comments												
60 percent plan submittal												
Prelim Title Sheet							2	8				10
Typical Cross Sections								24				24
Wetland / Aerial Photo Sheets							8	40				48
Horizontal/Vertical Control Sheets							16	16				32
General Notes Sheets						2	8	16				26
Construction Phasing Plans				4		16	24	24				68
Geometric Sheets						2	42	64				108
Storm Drainage Plan & Profile Sheets						24	40	180				244
Construction Sheets						2	24	64				90
Removal Sheets						2	24	64				90
Sediment and Erosion Control Sheets						2	16	24				42
Roadway Plan and Profile Sheets						2	16	24				42
Traffic Control Sheets							8	16				24
Earthwork Data Sheets							2	8	16			26
Culvert/Channel Cross Section Sheets						6	16	24				46
Detail Sheets						2		16				18
Retaining Wall Plan & Profile Sheets								16				16
Retaining Wall Detail Sheets							8	24	24			56
Traffic Signal Plan Sheets							2	4				6
Right-of-Way Title Sheet							2	4				6
Right-of-Way Summary Sheet												
Right-of-Way Plans				2		8	16	24				50
Roadway Cross Sections Sheets							42	120				162
Revised cost estimate				2			4					6

**Preliminary and Final Design
Consultant Estimate of Hours**

Project Name: 36th St, Sheridan Rd - Platteview Rd, Bellevue
 Project Number: MAPA-3773(1)
 Control Number: 22288
 Location (City, County): Bellevue, Sarpy County
 Firm Name: Olsson Associates
 Consultant Project Manager: Tony Egelhoff
 Phone/Email: (402) 341-1116 / tegelhoff@olsson.com
 LPA Responsible Charge: Dean Dunn
 Phone/Email: (402) 293-3025 / dean.dunn@bellevue.net
 NDOR Project Coordinator: Taylor Eman
 Phone/Email: (402) 479-3607 / taylor.eman@nebraska.gov
 Date: August 6, 2019

TASKS	PERSONNEL CLASSIFICATIONS**											Total
	PR	RLS	ENV	PM	SENG	ENG	SDES	ADM	SPC	SUR	PIS	
For Engineering Services:												
R. Final Roadway Design (90%)		4		6		29	122	287				448
a Certification of Compliance, BR Form 266												
b Final plans												
Prelim Title Sheet							1					1
Typical Cross Sections							4					4
Wetland / Aerial Photo Sheets							8					8
Horizontal/Vertical Control Sheets							2					2
General Notes Sheets					1		4					5
Construction Phasing Plans				2	2	8	24					36
Geometric Sheets					1		8					9
Joints and Grades Sheets					4	24	64					92
Storm Drainage Plan & Profile Sheets					1	8	16					25
Construction Sheets					1	2	8					11
Removal Sheets					1		8					9
Sediment and Erosion Control Sheets					1	2	8					11
Roadway Plan and Profile Sheets					1		4					5
Traffic Control Sheets					2	8	16					26
Pavement Marking & Signing Sheets					2	24	24					50
Lighting Plan Sheets					2	24	24					50
Earthwork Data Sheets							2					2
Culvert/Channel Cross Section Sheets					2		8					10
Detail Sheets												
Retaining Wall Plan & Profile Sheets					See Section U for this effort							
Retaining Wall Detail Sheets					See Section U for this effort							
Traffic Signal Plan Sheets					2	4	8					14
Right-of-Way Title Sheet						2	4					6
Right-of-Way Summary Sheet						2	8					10
Right-of-Way Plans		4		2	4	8	24					42
Roadway Cross Sections Sheets						2	8					10
c Floodplain certification and documentation												
d Floodplain Certification Memo												
e Project Quantity Sheet, DR Form					See Section N for this effort							
f Construction and working day estimates					2	2	4					8
g Railroad insurance												
S. Deliverables for Final Plans (PS&E) Phase				8		43	8					59
1 Revised Waterway Permit Data Sheet, DR Form 290						2						2
2 Floodplain Certification and documentation												
3 Floodplain Certification Memo												
4 Concrete Box Culvert Request Sheet, DR Form 67						2						2
5 Opinion of Probable Construction Cost							8					16
6 Two half-size set and one full-size set of Final Plans				8								1
7 Project Information Sheet, DR Form 342						1						2
8 Project Quantity Sheets, DR Form 343E						2						6
9 Summary of Quantity Sheets, DR Form 355						6						1
10 Guardrail Summary, DR Form 195						1						4
11 Summary of Quantities and Locations of Surfaced Driveways/Inters.						4						12
12 Table of Drainage Summary Items, "Horse blankets"						12						1
13 Length Sheet, DR Form 415						1						1
14 PS&E Required Sheet, DR Form 263						1						1
15 Grading Item Summary, DR Form 64E						8						8
16 Special provisions						1						1
17 Standard Plan listing						1						1
18 Special Plan listing						1						
T. PS&E Blueprints				8	6	22	60					96
1 Address comments or questions during PS&E Review				4	4	8	12					28
2 Revisions per PS&E Comments				4	2	10	24					40
3 Temporary Erosion Control Sheets						4	24					28
3a Topography												
3b New Design												
3c New Drainage												
3d Wetlands and Legend												
3e Ditches with slopes and arrows												
3f Limits of Construction lines												
3g Restricted Areas												
3h Contours												
3i R.O.V.												
4 NPDES Notice of Intent (NDOT)					No Consultant Work							
5 Agency concurrence letters (NEPA Consultant)					See Section M for this effort							
6 Traffic Safety Report (Responsible Charge)					No Consultant Work							
7 Geotechnical Report (Consultant)					See Section U for this effort							
8 Summary of Public comments and response to written (NEPA Consultant)					See Section M for this effort							
U. Geotechnical Evaluation					16	44	48	2				110
1 Geotechnical Investigations					8	20	8	2				38
Misc 1 Retaining Wall Design					8	24	40					72
Misc 2 Construction Engineering Services												
Misc 3 Right-of-Way Acquisition												
Total Hours	90	82	352	758	447	1,993	2,331	118	294	294	412	7,171
Total Days (8 hrs)	11.3	10.3	44.0	94.8	55.9	249.1	291.4	14.8	36.8	36.8	51.5	896.4

ATIONS*:
 PR = Principal
 RLS = Registered Land Surveyor
 ENV = Environmental Scientist
 ADM = Administrative
 PM = Project Manager
 ENG = Engineer
 SDES = Senior Designer/Technician
 SENG = Senior Engineer
 SPC = Survey Party Chief
 SUR = Surveyor I
 PIS = Public Inv. Specialist

sifications

** For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and

Preliminary and Final Design

Direct Expenses

Project Name: 36th St, Sheridan Rd - Platteview Rd, Bellevue
Project Number: MAPA-3773(1)
Control Number: 22288
Location (City, County): Bellevue, Sarpy County
Firm Name: Olsson Associates
Consultant Project Manager: Tony Egelhoff
Phone/Email: (402) 341-1116 / tegelhoff@olsson.com
LPA Responsible Charge: Dean Dunn
Phone/Email: (402) 293-3025 / dean.dunn@bellevue.net
NDOR Project Coordinator: Taylor Eman
Phone/Email: (402) 479-3607 / taylor.eman@nebraska.gov
Date: 8/6/2019

Subconsultants:	Quantity	Unit Cost	Amount
Nebraska Title Company			
Complete Title Research (30 Tracts)	30	\$210.00	\$6,300.00
Subtotal			\$6,300.00

Printing and Reproduction:	Quantity	Unit Cost	Amount
11"x17" Plan plotting (assume 600 sheet plan set x 10 times)	600	\$0.20	\$120.00
22"x34" Plan plotting (assume 600 sheet plan set x 2 times)	600	\$1.25	\$750.00
Presentation Board plotting (assume 15 boards 24"x36")	15	\$35.00	\$525.00
8.5"x11" Black&White printing (assume 2000 prints)	2000	\$0.20	\$400.00
8.5"x11" Color printing (assume 1000 prints)	1000	\$0.50	\$500.00
11"x17" Color printing (assume 500 prints)	500	\$1.00	\$500.00
Subtotal			\$2,795.00

Mileage/Travel:	Quantity	Unit Cost	Amount
Personal Vehicle Mileage (assume 30mi/trip to site/Bellevue PW)	1800	\$0.535	\$963.00
Personal Vehicle Mileage (assume 120mi/trip to NDOT)	480	\$0.535	\$256.80
Survey Vehicle Mileage (assume 30mi/trip)	1200	\$0.750	\$900.00
Subtotal			\$2,119.80

Lodging/Meals:	Quantity	Unit Cost	Amount
Subtotal			

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
Misc. Survey costs	1	\$2,400.00	\$2,400.00
Geotechnical Costs			
Field Exploration - Drilling	1	\$5,500.00	\$5,500.00
Laboratory Testing	1	\$4,500.00	\$4,500.00
Traffic Control (3 days) for Drilling	3	\$1,850.00	\$5,550.00
Website Hosting and Domain Monthly Fee	40	\$18.00	\$720.00
Postage, Deliveries, and other miscellaneous expenses	1	\$24.59	\$24.59
Subtotal			\$18,694.59
TOTAL DIRECT EXPENSES			\$29,909.39

Per Diem Rates: <http://www.gsa.gov/portal/category/104711>
Mileage Rates: <http://www.gsa.gov/portal/category/104715>

2011 Standard Rates*	
Type	Rate
Black and White Copies	Actual reasonable cost
Color Copies	Actual reasonable cost
Miscellaneous Postage, Mailing, Deliveries Etc.	Actual reasonable cost
Equipment	Actual reasonable cost
Privately Owned Vehicle	Actual reimbursement amount to employee, not to exceed rates for company vehicles outlined above
Automobile Rental	Actual reasonable cost
Air fare	Actual reasonable cost, giving the State all discounts
	Statewide Omaha/Douglas County
Breakfast	
Lunch	
Dinner	
Incidentals	
Totals	

* A full list of rates can be found at the following website: www.gsa.gov/perdiem

Preliminary and Final Design
Labor Rates

Project Name: 36th St. Sheridan Rd - Platteview Rd, Bellevue
Project Number: MAPA-3773(1)
Control Number: 22288
Location (City, County): Bellevue, Sarpy County
Firm Name: Olsson Associates
Consultant Project Manager: Tony Egehoff
Phone/Email: (402) 341-1116 / tegehoff@olsson.com
LPA Responsible Charge: Dean Dunn
Phone/Email: (402) 253-3025 / dean.dunn@bellevue.net
NDOR Project Coordinator: Taylor Eman
Phone/Email: (402) 479-3607 / taylor.eman@nebraska.gov
Date: 8/8/2019

Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal	90	\$78.37	\$7,053.30
RLS	Registered Land Surveyor	62	\$48.08	\$3,942.56
ENV	Environmental Scientist	352	\$44.66	\$15,720.32
PM	Project Manager	758	\$58.41	\$44,274.78
SENG	Senior Engineer	447	\$69.97	\$31,276.59
ENG	Engineer	1983	\$41.51	\$82,729.43
SDES	Senior Designer/Technician	2331	\$29.90	\$69,686.90
ADM	Administrative	118	\$26.19	\$3,090.42
SPC	Survey Party Chief	294	\$26.68	\$7,843.92
SUR	Surveyor I	294	\$21.00	\$6,174.60
PIS	Public Inv. Specialist	412	\$26.31	\$10,839.72
TOTALS		7171		\$282,641.94

Overhead Rate: 166.59%

Fixed Fee: 12.60%

FCM (if applicable): 0.76%

CLASSIFICATIONS:

PR = Principal
RLS = Registered Land Surveyor
ENV = Environmental Scientist
ADM = Administrative

PM = Project Manager
ENG = Engineer
SDES = Senior Designer/Technician
DES = Designer/Technician

SPC = Survey Party Chief
SUR = Surveyor I
PIS = Public Inv. Specialist

Blended Rates Worksheet

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION ¹	SALARY RATE	% ASSIGNED ²
Principal			
Mike Piernicky	Client Relation Manager	\$78.37	100.00%
		Blended Rate:	\$78.37
Registered Land Surveyor			
Terry Rothanz	Team Leader	\$48.08	100.00%
		Blended Rate:	\$48.08
Environmental Scientist			
Brian Osborn	Team Leader	\$58.65	20.00%
Tony Baumert	Technical Leader	\$57.45	20.00%
Atty Chertok	Project Scientist	\$35.74	60.00%
		Blended Rate:	\$44.56
Project Manager			
Tony Egehoff	Technical Leader	\$58.41	100.00%
		Blended Rate:	\$58.41
Senior Engineer			
Tom Leikam	Senior Project Manager	\$78.37	50.00%
Justin Petersen	Team Leader	\$64.90	20.00%
Jon Olsen	Technical Leader	\$59.86	25.00%
Ed Schnackenberg	Technical Leader	\$56.73	5.00%
		Blended Rate:	\$69.97
Engineer			
Carrie Romero	Project Engineer	\$39.65	5.00%
Dan Bellizzi	Associate Engineer	\$33.65	15.00%
John Coburn	Associate Engineer	\$37.38	10.00%
Mike Golka	Project Engineer	\$39.90	15.00%
Tim Jensen	Senior Engineer	\$43.27	5.00%
Mark Peters	Design Technical Manage	\$45.19	50.00%
		Blended Rate:	\$41.51
Senior Designer/Technician			
Michael Luchte	Assistant Engineer	\$29.61	60.00%
Zach Turek	Assistant Engineer	\$28.73	10.00%
Mark Lambertus	Senior Technician	\$30.00	5.00%
Kara Kosicki	Assistant Engineer	\$31.01	15.00%
Joe Sivoboda	Assistant Engineer	\$31.49	5.00%
Deus Hastinet	Design Associate	\$28.25	5.00%
		Blended Rate:	\$29.90
Administrative			
Ronnie Chambers	Office Coordinator	\$24.75	40.00%
Jenny Doty	Team Coordinator	\$21.50	40.00%
Mary Miller	Senior Billing Coordinator	\$38.46	20.00%
		Blended Rate:	\$26.19
Survey Party Chief			
Dan Hanna	Associate Surveyor	\$31.00	15.00%
Tim Lauder	Associate Surveyor	\$26.00	70.00%
Drew Peterson	Associate Surveyor	\$25.50	15.00%
		Blended Rate:	\$26.68
Surveyor I			
Zach Rokusek	Associate Surveyor	\$21.00	30.00%
Quentin Keusk	Associate Surveyor	\$21.00	70.00%
		Blended Rate:	\$21.00
Public Inv. Specialist			
Stacey Roach	Economic Development Coordinato	\$27.88	65.00%
Anthoni Fitzgerald	Economic Development Associate	\$20.60	25.00%
Charidan Thor	Sr. Graphics Coordinator	\$30.38	10.00%
		Blended Rate:	\$26.31

¹ Input actual employee classification as designated by firm.

² Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

Consultant Independent Cost Estimate
Labor Rates

Preliminary and Final Design
Assumptions - Notes

Project Name:	36th St, Sheridan Rd - Plattview Rd, Bellevue
Project Number:	MAPA-3773(1)
Control Number:	22268
Location (City, County):	Bellevue, Sarpy County
Firm Name:	Olsson Associates
Consultant Project Manager:	Tony Egelhoff
Phone/Email:	(402) 341-1116 / tegelhoff@olsson.com
LPA Responsible Charge:	Dean Dunn
Phone/Email:	(402) 293-3025 / dean.dunn@bellevue.net
NDOR Project Coordinator:	Taylor E-man
Phone/Email:	(402) 479-3627 / taylor.eman@nebraska.gov
Date:	August 6, 2019

Assumptions and Notes	
E.1 - Assume 20hrs/month for PM, 40hrs for Principal. Approx 6% of total hours.	
E.3 - Assume 4 submittals, at 10hrs/PM and SENG review for each submittal. 8 hrs for ADM to document in CMP.	
E.4 - Assume 1hr/month for PM and ENG to manage Dashboard, and approx 1.5hrs/month for ADM assistance.	
F.1 - Assume 3 weeks of 2-man crew time.	
F.8 - Assume 1hr per tract for ROW staking.	
F.9 - Assume 8hrs per trip for utility soundings plus travel time.	
F.10 - Assume 10hrs per pick-up location for field plus travel time.	
G.2 - Assume 2 site visits for ENG and SDES.	
G.3 - Assume 3 iterations of mainline alignment/grade st to minimize impacts. Assume 1 week of ENG/SDES to develop options, 4 hrs SENG review.	
G.4 & G.5 - Assume 3 days of ENG/SDES to modify/update alignment/profile design based on updated survey info; and development of horizontal control sheet.	
G.6 - Assume development of new template and modeling based on new survey info in current software to produce 3D models.	
G.7 - Assume 1.5 days for ENG to adjust/verify LOCs and 3 days for SDES to run criteria and adjusting LOCs at intersections and outlets.	
G.8 - Assume 24 hrs for ENG to verify numbers/look at possible borrow and balancing of quantity. 12 hrs of SDES for adding data to General Information sheets.	
G.9 - Assumes design of 8 driveways and 7 intersections. 8 hrs/driveway including locating horizontally, adjusting for drainage, and setting up geometrics, adding dimensions to tables. Intersections were assumed at 18 hrs per. This includes warping required for drainage and ADA ramps and modeling/edge profiles.	
G.10 - Assumed 55 inlets at 3 hrs/inlet. Includes design of location, pipe location, adjustments based on utility conflicts. Additional SENG hrs for review.	
Also assumes effort for design of energy dissipation and development of drainage report.	
G.11 - Assume 34 sheets @ 3hrs/sheet for initial development.	
G.12 - Assumes revision to utility base and updates from coordination meetings.	
G.13 - Assumes 4 phases @ 50hrs/phase. Multiple phases at north and south tie-ins.	
G.14 - Assumes 80hrs for initial layout of erosion control. Additional effort for ENG & SDES for MS4 requirement evaluation and documentation.	
G.15 - Assume 32hrs per major submittal (50%, 90%, & Final PS&E), plus review by SENG & PM.	
G.16 - Assume minor edits to typicals per standards updates.	
G.17 - Assume effort to incorporate wetland information and details into design, assisting with permit.	
G.18 - Assume potential for one quadrail location to pull impacts.	
G.21 - Assume initial calculation and one additional update during project duration.	
G.22 - Assume	
G.23 - Assumes effort for developing structural details on reinforced inlets, outlet basins, etc.	
G.24 - Assumes 32hrs for ped signal design, and 32hrs for interconnect layout.	
G.25 - Assume	
G.26 - Assumes initial layout of lighting design based on typical OPPD spacing, followed with updates based on OPPD design modifications.	
J.1 - Assumes reinitiating contact with utilities and reaching out to all known contacts to determine if new entities have entered the corridor.	
J.2 - Assumes transfer of files to and from to incorporate into base files, as well as working through conflicts.	
J.3 - Assume two 2hr/mtg and 4 2hr/one-on-one mtg for PM and ENG, as well as 2hr/mtg prep, plus ADM prep. Assume 4hrs coordination via phone.	
J.4 - Assumes review of utility plans to determine compatibility with proposed roadway improvements.	
K.1 - Assumes effort to update property information per updated title searches.	
K.2 - Assumes development of ROW design based on LOC's, phasing and constructibility modifications. Assume 3hrs/tract (30 tracts).	
K.3 - Assumes approx 2hr/tract to complete legal description and 0.5hr/tract for review, and 0.25hr/tract to update exhibits. Assume 24 hrs to develop NDOT required ROW sheets.	
K.4 - Assume effort for coordination and review of Title company data meets NDOT requirements.	
K.5 - Assume 4hrs for site visit to determine encroachments, and 24hrs for development of encroachment documents.	
M.1	
M.2	
M.3 - Assumes 2 potential NEPA reevaluation submittals (50% and ROW completion).	
M.4	
M.5	
M.5.d - Assume effort includes grading permit and PCSMP permits within PERMIX.	
M.7.a	
M.7.b	
M.7.c - Assumes 1hr/week for public comments, inquiries, etc.	
M.7.d - Assumes 3 - 2hr/mtg with PR and PM, assume ENV and ENG attend two mtgs. ADM time for documentation.	
M.7.e	
M.7.f - Assumes two 2hr public open house mtgs with 5 attendees, plus prep time, debrief time, travel time, etc. Assumes PIS coordination of location, public notices, etc.	
M.7.g - Assume 6 - 2hr/mtg with various number of attendees based on group. Assume 6hrs/mtg for PIS to coordinate logistics and follow ups as needed.	
M.7.h - Assume 8hrs/mailer, 16hrs/Council mtg, and 50hr/open house materials for PIS, with support from design staff.	
M.7.i	
M.7.i - Assume approx 2hrs/month for website management.	
N.1 - Assume effort for developing initial PS&E paperwork and plotting of plans.	
N.2 - Assumes effort to address comments from Draft PS&E and replot.	
N.3 - Assumes majority of effort to incorporate City of Omaha specifications into NDOT special provisions.	
N.4	
N.5 - Assume approx 16hrs/addendum, and 20hrs for RFI's and pre-bid meeting.	
O.2 - Assumes 3hrs/mtg for PM and 2hrs/mtg for ENG, and ENV and SENG attendance at 4 mtgs.	
Q - Effort for development of sheets, revisions to sheets during design process and final plotting for submittal. Assumption of sheet totals follows:	
Title = 1	Erosion Control = 17
Typicals = 6	P&P = 10
Wetland/Aerial = 4	Traffic Control = 24
Horizontal Control = 2	Earthwork = 3
General Information = 10	Culvert X-Section = 3
Phasing = 24	Details = 6
Geometrics = 15	Retaining Wall P&P = 5
Storm Drainage Plan = 15	Retaining wall Details = 2
Storm Drainage Profile = 26	Traffic Signal = 3
Construction = 15	ROW = 6
Removal = 15	X-sections = 190
R - Effort for development of new sheets, revisions to previous sheets during design process and final plotting for submittal. Assumption of sheet totals follows:	
Title = 1	Erosion Control = 17
Typicals = 6	P&P = 10
Wetland/Aerial = 4	Traffic Control = 24
Horizontal Control = 2	Pavement Marking/Signing = 17
General Information = 10	Lighting = 17
Phasing = 24	Earthwork = 3
Geometrics = 15	Culvert X-Section = 3
Joints & Grades = 15	Details = 6
Storm Drainage Plan = 15	Retaining Wall P&P = 5
Storm Drainage Profile = 26	Retaining wall Details = 2
Construction = 15	Traffic Signal = 3
Removal = 15	ROW = 8
	X-sections = 190
S - Assume minor edits to plans, includes time for ENG to sign plans and SDES to plot.	
T.1 - Includes effort to coordinate between NDOT, LPA and Consultant on questions/edits to design, etc. to meet NDOT bidding requirements.	
T.2 - Includes time for review of blueprints, drafting edits, and requantitying.	
T.3 - Assumes reproducing erosion control sheets as blank sheets for use in field.	
U.1 - Assumes effort for report development. Drilling and laboratory time shown as direct expense.	
U.M1 - Assumes 5 retaining walls at 10hrs/wall for design and plan production, plus time for review.	

Preliminary and Final Design

Project Cost

Project Name: 36th St, Sheridan Rd - Platteview Rd, Bellevue
Project Number: MAPA-3773(1)
Control Number: 22288
Location (City, County): Bellevue, Sarpy County
Firm Name: Olsson Associates
Consultant Project Manager: Tony Egelhoff
Phone/Email: (402) 341-1116 / tegelhoff@olsson.com
LPA Responsible Charge: Dean Dunn
Phone/Email: (402) 293-3025 / dean.dunn@bellevue.net
NDOR Project Coordinator: Taylor Eman
Phone/Email: (402) 479-3607 / taylor.eman@nebraska.gov
Date: August 6, 2019

Direct Labor Costs:	Hours	Rate	Amount
Personnel Classification			
Principal	90	\$78.37	\$7,053.30
Registered Land Surveyor	82	\$48.08	\$3,942.56
Environmental Scientist	352	\$44.66	\$15,720.32
Project Manager	758	\$58.41	\$44,274.78
Senior Engineer	447	\$69.97	\$31,276.59
Engineer	1993	\$41.51	\$82,729.43
Senior Designer/Technician	2331	\$29.90	\$69,696.90
Administrative	118	\$26.19	\$3,090.42
Survey Party Chief	294	\$26.68	\$7,843.92
Surveyor I	294	\$21.00	\$6,174.00
Public Inv. Specialist	412	\$26.31	\$10,839.72
TOTALS	7171		\$282,641.94

Direct Expenses:	Amount
Subconsultants	\$6,300.00
Printing and Reproduction Costs	\$2,795.00
Mileage/Travel	\$2,119.80
Lodging/ Meals	
Other Miscellaneous Costs	\$18,694.59
TOTALS	\$29,909.39

Total Project Costs:	Amount
Direct Labor Costs	\$282,641.94
Overhead @ 166.59%	\$470,853.21
Total Labor Costs	\$753,495.15
Fixed Fee @ 12.80%	\$96,447.38
Facility Capital Cost of Money (FCCM) @ 0.76% (direct labor cost x FCCM%)	\$2,148.08
Direct Expenses	\$29,909.39
PROJECT COST	\$882,000.00

Consultant Independent Cost Estimate
 Project Cost

1. PAYMENT METHOD

Payments under this Agreement will be made based on a Cost Plus Fixed Fee for Profit (CPFF) payment method. Consultant will be paid for acceptable actual services performed plus a fixed fee for profit in accordance with Section 4. PAYMENTS.

2. TOTAL AGREEMENT AMOUNTS

For completion of the services as outlined in this Agreement, Consultant will be paid no more than the following amounts:

\$ 282,641.94	for actual direct labor costs
\$ 502,910.68	for indirect labor costs and direct expenses
<u>\$ 96,447.38</u>	for a fixed fee for profit
\$ 882,000.00	total agreement amount. Consultant's total compensation shall not exceed this maximum amount without prior written approval of State.

3. FIXED FEE FOR PROFIT

The fixed fee for profit is computed at a rate of 12.80% of the negotiated direct labor and overhead costs. The fee for profit is not allowable upon direct non-labor costs. For each invoicing period, the fee for profit is calculated by multiplying the sum of the actual direct labor and overhead costs invoiced by the fee for profit rate. Upon completion of the services outlined in this Agreement, the Consultant may invoice the State any remaining fixed fee for profit not previously invoiced. The total fixed fee for profit eligible to be paid to consultant may be increased or decreased as a result of scope changes in the agreement. If all of the services under this agreement are not completed for any reason, the fixed fee for profit may be adjusted based on the LPA's and State's determination of the actual percentage of services completed.

4. ALLOWABLE COSTS

Payment for Services under this Agreement will be made based on the payment method identified in Section 1. PAYMENT METHOD, up to the maximum amount identified in Section 2. TOTAL AGREEMENT AMOUNT. Allowable costs include direct labor costs, Subconsultant costs and other direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

1) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost.

For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

2) Time reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

- B. Indirect Labor Costs (Overhead) include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures). Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead rate increases that occur during the project period will not be cause for an increase in the maximum amount established in this agreement.
- C. Direct Non-Labor Costs (Direct Expenses): These costs include all necessary, actual, properly documented, and allowable costs related to the Consultant completing the Services. All costs must be supported by detailed receipts or invoices. Direct non-labor costs include, but are not limited to, the following:

Transportation, mileage, lodging, and meals, subject to limitations specified below; Communication costs; Reproduction and printing costs; Special equipment and materials required for the project and approved by LPA, or State on LPA's behalf; Special insurance premiums if required solely for this Agreement; Subconsultant costs (includes Subconsultant's wages and direct non-labor costs); Such other allowable items as approved by LPA, or State on LPA's behalf.

- 1) A non-labor cost charged as a direct cost cannot be included in Consultant's overhead rate. If for reasons of practicality, Consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.
- 2) Subconsultant costs may not exceed the costs shown on the attached Consultant's Fee Proposal for each Subconsultant unless agreed upon by the Consultant and LPA, or State on LPA's behalf. Subconsultant costs (labor and direct non-labor costs) must have the same level of documentation as required for Consultant.
- 3) The following direct non-labor costs will be reimbursed at actual costs, not to exceed the rates as shown below.
 - a) TRANSPORTATION – Automobile rentals, air fares, and taxi/shuttle transportation will be actual reasonable cost and if discounts are applicable, the Consultant shall give LPA the benefit of all discounts. Receipts must be submitted with invoices.
 - b) MILEAGE – The reimbursement for mileage associated with the use of company owned vehicles will be the prevailing standard rate as established by the Internal Revenue Service (IRS) through its Revenue Procedures. Reimbursement for mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:
 - (i) The mileage rate that the Consultant reimbursed to the person who submitted the claim for POV use, or
 - (ii) The prevailing standard rate as established by the IRS.
 - c) LODGING – The reimbursement for lodging rates will be limited to the prevailing standard rate as indicated on the U.S. General Services Administration's (GSA) website at <http://www.gsa.gov/portal/category/100120>. Consultant shall give State the benefit of all lodging discounts. Receipts must be submitted with invoices.
 - d) MEALS – The reimbursement for meals will be limited to the prevailing standard rate as indicated on the GSA website noted above. Expenses for alcoholic

beverages are not allowed. Consultant shall give State the benefit of all meal discounts.

- (i) For Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- Employee is required to depart at or before 6:30 a.m., or
- Employee is on overnight travel.

Lunch:

- Employee must be on overnight travel. No reimbursement for same day travel.
- Employee is required to leave for overnight travel at or before 11:00 a.m., or
- Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- Employee leaves for overnight travel at or before 5:00 p.m., or
- Employee returns from overnight travel or work location at or after 7:00 p.m., or
- Employee is on overnight travel.

- (ii) Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.
- (iii) Meal receipts must itemize all food and drink purchased. A credit card receipt alone is not sufficient documentation.
- (iv) Reimbursement for meal gratuities/tips will be whatever is usual, or customary, but will not exceed 20 percent.

5. INVOICES AND PROGRESS REPORTS

- A. Documents submitted to State, including invoices, supporting documentation, and other information are subject to disclosure by State under the Nebraska Public Records Act found at Neb.Rev.Stat. § 84-712 et.seq. Accordingly, Consultant shall redact or not submit to State information that is confidential, including, but not limited to, financial information such as social security numbers, tax ID numbers, or bank account numbers. Consultant understands that State does not have sufficient resources to review and redact confidential information submitted by Consultant. If such confidential information is submitted, Consultant shall have no right of action of any kind against State for the disclosure of such information.
- B. Consultant shall promptly submit invoices to LPA, or State on *LPA's behalf*, no more frequently than monthly. Invoices must present actual direct labor, Subconsultant costs and other direct non-labor costs, and actual overhead, as well as the Fee for Profit based upon the actual direct labor and overhead costs billed for that period. State law may prohibit the payment of an invoice that includes charges for services rendered more than two (2) years prior to State's receipt of the invoice.
- C. Consultant must submit an invoice for all services rendered even if the total agreement amount will be, or has been, exceeded.
- D. Content of Invoice Package
- 1) Consultant's Invoice:
- i. The first page of an invoice must identify the company name and address, invoice number, invoice date, invoicing period (beginning date and ending date of services), and agreement or task order number.

- ii. The invoice or accompanying supporting documentation must identify each employee by name and classification, the hours worked, and the actual labor cost for each employee.
- iii. Direct non-labor expenses:

- 1. Direct non-labor expenses, other than travel-related expenses, must be itemized and provide a complete description of each item billed with supporting receipts or invoices.
- 2. Travel-related expenses must be summarized and submitted on NDOT Form 163 (see below). Supporting receipts must be submitted with NDOT Form 163 when invoicing for these expenses.
- 3. All supporting receipts must be kept as required in Section 17.

CONSULTANT COST RECORD RETENTION.

- iv. Subconsultant Services: Consultant shall require subconsultants to provide the same supporting documentation, invoices, and receipts as Consultant is required to retain and submit.
- 2) Cost Breakdown Form: Each invoice package must include a completed "Cost Breakdown Form" (NDOT Form 162). This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
- 3) Travel Log: If invoice contains any travel-related expenses, a completed "Invoice Travel Log" (NDOT Form 163) must be submitted with the invoice package. This form is also available on the State's website. Upon approval by State, Consultant may use a substitute Invoice Travel Log provided it documents substantially the same information as NDOT Form 163. The Travel Log must document the employee name, locations traveled, date/time of departure to the project, date/time of return to the headquarters town, and expenses for transportation, meals, and lodging.
- 4) Progress Report: A Progress Report must accompany the invoice package and document Consultant's work during the service period. If an invoice is not submitted monthly, a Progress Report must be submitted at least quarterly, either with an invoice or, if Consultant does not submit an invoice, via email to LPA and State's Project Coordinator. Progress Report must include, but is not limited to, the following:
- i. A description of the Services completed for the service period to substantiate the invoiced amount.
 - ii. A description of the Services anticipated for the next service period
 - iii. Listing of information Consultant determines is needed from LPA, or State on *LPA's behalf*.
 - iv. Percent of Services completed to date

- E. All invoice packages (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

6. PROGRESS PAYMENTS

State, on LPA's behalf will pay Consultant upon receipt of Consultant's invoice and determination by LPA and State that the invoice and progress report adequately substantiate the Services provided, and the Services were completed in accordance with this Agreement. Payments will not be made if the progress report does not provide adequate substantiation for the Services or LPA or State determines that the Services have not been properly completed. State, on LPA's behalf, will make a reasonable effort to pay Consultant within 30 days of receipt of Consultant's invoices.

7. PROMPT PAYMENT CLAUSE

Consultant shall include a "Prompt Payment Clause" as a part of every subcontract (including second tier subcontracts) for work. The "Prompt Payment Clause" will require payment to all subconsultants for all work completed, within twenty (20) calendar days of receipt of progress payments from the State for said work. The "Prompt Payment Clause" will also stipulate the return of retainage within thirty (30) calendar days after the subconsultants achieves the specified work as verified by payment from the State.

Failure by Consultant to carry out the requirements of the "Prompt Payment Clause" and/or timely return of any retainage, without just cause, is a material breach of this Agreement, which may result in the State withholding payment from Consultant until all delinquent payments have been made (no interest will be paid for the period that payment was withheld), termination of this Agreement, or other such remedy as the State deems appropriate.

Consultant may withhold payment only for just cause and must notify the State, in writing, of its intent to withhold payment prior to actually withholding payment. Consultant shall not withhold, delay or postpone payment without first receiving written approval from the State.

8. SUSPENSION OF PAYMENTS

When work is suspended on this project, payments shall be suspended until the work resumes or this Agreement is terminated. Consultant shall not be compensated for any work completed or costs incurred on the project after the date of suspension. When work is suspended for convenience, Consultant shall be compensated for work completed or costs incurred prior to the date of suspension. When work is suspended for cause, payments shall be withheld until all remedial action is completed by Consultant to the satisfaction of LPA and State, at Consultant's sole cost.

9. FINAL INVOICE AND PAYMENT

Upon completion of the Services under this Agreement, Consultant shall submit their final invoice. Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, it should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by State, the most recent year's accepted rate should be applied. Upon receipt of final invoice and determination by LPA and State that the invoice and Progress Report adequately substantiate the Services provided and the Services were completed in accordance with this Agreement, State, on LPA's behalf, will pay Consultant. The acceptance by Consultant of the final payment will constitute and operate as a release to LPA and State for all claims and liability to Consultant, its representatives, and assigns,

for any and all things done, furnished, or relating to the Services rendered by or in connection with this Agreement or any part thereof.

10. AGREEMENT CLOSE-OUT

Upon submitting its final invoice, the Consultant must complete and submit to the LPA, or State on LPA's behalf, a Notification of Completion Form (NDOT Form 39). The form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/> and must be submitted electronically in accordance with the instructions on the form.

11. INELIGIBLE COSTS

LPA is not responsible for costs incurred prior to the Notice to Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION SCHEDULE section of this Agreement or as approved in writing by LPA, or State on LPA's behalf.

12. FEDERAL COST PRINCIPLES

LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process, outlined Section 4.4.3.5 DISPUTE RESOLUTION of the LPA Manual, shall be used by the parties. For performance of Services as specified in this Agreement, State, on LPA's behalf, will pay Consultant subject to the terms of this Agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulations 48 CFR 31 (Contract Cost Principles and Procedures).

13. SUBCONSULTANT OVER-RUNS AND UNDER-RUNS

Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate (over-run). Consultant shall not allow any subconsultant costs to over-run without prior written approval of the LPA, or State on LPA's behalf. Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this Agreement, unless prior written approval is obtained from LPA, or State on LPA's behalf, and, when applicable, Federal Highway Administration (FHWA).

14. OUT-OF-SCOPE SERVICES AND CONSULTANT WORK ORDERS

LPA, or State on LPA's behalf, may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When LPA, or State on LPA's behalf, decides that these out-of-scope services may require an adjustment in costs, Consultant shall provide in writing:

A. A description of the out-of-scope services,

- B. An explanation of why Consultant believes that the out-of-scope services are not within the original Scope of Services and additional work effort is required,
- C. An estimate of the cost to complete the out-of-scope services. Consultant must receive written approval from LPA, or State on LPA's behalf, before proceeding with the out-of-scope services. Before written approval will be given by LPA, or State on LPA's behalf, LPA or State must determine that the situation meets the following criteria:
 - 1) The out-of-scope services are not within the original Scope of Services and additional work effort is required;
 - 2) The out-of-scope services are within the basic scope of services under which Consultant was selected and Agreement entered into; and
 - 3) It is in the best interest of State that the out-of-scope services be performed under this Agreement.

Once the need for a modification to the Agreement has been established, the State, on LPA's behalf, will prepare a supplemental agreement. If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA, or State on LPA's behalf, may issue a written notice to proceed prior to completing the supplemental agreement (for non-Federal aid projects) or shall use the process set out below (for Federal aid PE projects):

The Consultant Work Order (CWO) – NDOT Form 250 shall be used to describe and provide necessary justification for the additional scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>. The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. The agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

15. TERMINATION COST ADJUSTMENT

If the Agreement is terminated prior to project completion, LPA and State will compare the percentage of work actually completed by Consultant, to the total amount of work contemplated by this Agreement. This comparison will result in a payment by the State, on behalf of LPA, for any underpayment, no adjustment, or a billing to Consultant for overpayment. The State's final audit may result in an additional cost adjustment.

16. AUDIT AND FINAL COST ADJUSTMENT

Upon LPA's and State's determination that Consultant has completed Services under this Agreement, State, or its authorized representative, may complete an audit review of the payments made under this Agreement. The Parties understand that the audit may require an adjustment of the payments made under this Agreement. Consultant agrees to reimburse State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

17. CONSULTANT COST RECORD RETENTION

Consultant shall maintain all books, documents, papers, detailed receipts, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period

and for three (3) years from the date of final cost settlement by FHWA and project closeout by the State. Such materials must be available for inspection by the State, FHWA, or any authorized representative of the federal government, and when requested, Consultant shall furnish copies.

A. Consultant agrees to:

- (1) Make a detailed review of its existing insurance coverage,
- (2) Compare that coverage to the expected scope of the work under this Agreement,
- (3) Obtain the insurance coverage that it deems necessary to fully protect Consultant from loss associated with the work. Also, Consultant shall have at a minimum the insurance described below:

B. General Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 2,000,000 General Aggregate
 - c. \$ 2,000,000 Completed Operations Aggregate (if applicable)
 - d. \$ 1,000,000 Personal/Advertising Injury
- (2) Consultant shall be responsible for the payment of any deductibles.
- (3) Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- (4) General Aggregate to apply on a Per Project Basis.
- (5) LPA and the State of Nebraska, Department of Transportation ("State") shall be named as Additional Insureds on a primary and non-contributory basis including completed operations (the completed work/product) for three (3) years after the work/product is complete.
- (6) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be added to, or included in, the policy.
- (7) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- (8) If work is being done near a railroad track, the 50' railroad right of way exclusion must be deleted.
- (9) In the event that this contract provides for consultant to construct, reconstruct or produce a completed product, products and completed operations coverage in the amount provided above shall be maintained for the duration of the work, and shall be further maintained for a minimum period of five (5) years after final acceptance and payment.
- (10) Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations (as per standard CG0001 Pollution Exclusion or equivalent). (If the standard pollution exclusion as provided by CG0001 has been amended, please refer to the following section entitled "Pollution Coverage.")

C. Pollution Coverage –

- (1) In the event that the standard pollution exclusion as provided by CG0001 has been amended, coverage may be substituted with a separate Pollution Liability policy or a Professional Liability policy that includes pollution coverage in the amount of \$1,000,000 per occurrence or claim, and \$1,000,000 aggregate.
- (2) If coverage is provided by a "claims made" form, coverage will be maintained for three years after project completion. Any applicable deductible is the responsibility of

EXHIBIT "C"
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)

Consultant.

D. Automobile Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 CSL Per Accident
- (2) Coverage shall apply to all Owned, Hired, and Non-Owned Autos.
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of Subrogation in favor of LPA and State, shall be added to the policy.

E. Workers' Compensation –

- (1) Limits: Statutory coverage for the State where the project is located.
- (2) Employer's Liability limits:
 - a. \$100,000 Each Accident
 - b. \$100,000 Disease – Per Person
 - c. \$500,000 Disease – Policy Limit
- (3) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State must be added to, or included in, the policy

F. Professional Liability –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Claim
 - b. \$ 1,000,000 Annual Aggregate
- (2) Coverage shall be provided for three years after work/project completion.

G. Electronic Data and Valuable Papers –

- (1) Limits of at least:
 - a. \$100,000 Electronic Data Processing Data and Media
 - b. \$25,000 Valuable Papers

H. Umbrella/Excess –

- (1) Limits of at least:
 - a. \$ 1,000,000 Per Occurrence
 - b. \$ 1,000,000 Annual Aggregate
- (2) Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability.
- (3) LPA and State shall be "Additional Insureds".
- (4) Consultant agrees to waive its rights of recovery against LPA and State. Waiver of subrogation in favor of LPA and State shall be provided.

I. Additional Requirements –

- (1) If any of the work is sublet, equivalent insurance shall be provided by or on behalf of the subconsultant or subconsultants (at any tier).
- (2) Any insurance policy shall be written by an insurance company with a Best's Insurance Guide Rating of A – VII or better.
- (3) Prior to consultant beginning work on a project under this agreement, Consultant shall provide LPA and State evidence of such insurance coverage in effect in the form of an ACORD (or equivalent) certificate of insurance executed by a licensed representative of the participating insurer(s). Certificates of insurance must show the LPA and State as the certificate holders.
- (4) For so long as insurance coverage is required under this agreement, Consultant shall notify LPA and State when Consultant knows, or has reason to believe, that any

EXHIBIT "C"
**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICE PROVIDORS (LPA PROJECTS)**

insurance coverage required under this agreement will lapse, or may be canceled or terminated. Consultant must forward any pertinent notice of cancelation or termination to LPA and State by mail to the address listed below (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier.

Copies of notices received by Consultant shall be sent to LPA, in care of LPA's Responsible Charge, and to State at the following address:

Nebraska Department of Transportation
Consultant Services– Insurance
1500 Highway 2, P. O. Box 94759
Lincoln, NE 68509-4759
NDOT.ConsultantInsurance@nebraska.gov

- (5) Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this Agreement.
- (6) The limits of coverage's set forth in this document are minimum limits of coverage. The limits of coverage shall not be construed to be a limitation of the liability on the part of Consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving Consultant, subconsultant, or tier subconsultant of any responsibility or liability under the Agreement.
- (7) If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement will prevail.

*16a.
10/15/19

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 10/01/2019		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input checked="" type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Approval of Waiver Hunting Regulations - Lt. Kurt Stroeher and Sgt. Don Pleiss reviewed information, either approving or denying the application and then it is submitted to Council for approval.

SYNOPSIS/BACKGROUND:

Hunters wishing to bow hunt within the City of Bellevue during archer season of 9/1/2019 through 12/31/2019 must fill out application and provide documentation they have permission from property owner, provide a sketch of how they set up their hunting site, and provide a copy of their current hunting permit.

FISCAL IMPACT: \$ 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Request approval of the applications for waiver of hunting applications. Police Lt. Kurt Stroeher or Sgt. Don Pleiss has already given approval for these hunters and their specified sites.

ATTACHMENTS:

1. Listing for approval	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bay Borkin
[Signature]

2019 Hunter Waivers

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Home #</u>	<u>Cell #</u>	<u>Work #</u>	<u>Hunting</u>	<u>Address of Hunting Site</u>	<u>Gvn to</u>	<u>PD Apprv'd</u>	<u>CC</u>	
							<u>Permit #</u>		<u>Police</u>	<u>or Dn'd</u>	<u>CC Mtg</u>	<u>Apprv'd or Denied</u>
Steven C. Schneider	6902 South 30th Street	Bellevue	68147	402.734.1967	402.658.7127	n/a	9780636	1310 Camp Gifford Road	8/7/19	8/8/19	8/20/19	8/20/19
Angelo Emmi Jr.	2730 Madison Street	Omaha	68107	n/a	402.312.8369	n/a	9782366	1310 Camp Gifford Road	8/7/19	8/8/19	8/20/19	8/20/19
Jason Fox Sr.	943 County Road O	Ashland	68003	402-318-1781			9832590	301 Washington	8/22/19	8/22/19	9/3/19	9/3/19
Martin Merrill	3710 S. 155th Street	Omaha	68144	402-515-2424			9784919	301 Washington	8/22/19	8/22/19	9/3/19	9/3/19
Jeff Christensen	11040 U Street	Omaha	68137	402-592-4884	402-990-6932		9818341	1315 Bluff Street	8/21/19	8/21/19	9/3/19	9/3/19
Andrew Lomax	9819 S. 176th Ave	Omaha	68136	402-430-0084	402-430-0084		9816236	Jewell Park	8/17/19	8/17/19	9/3/19	9/3/19
Max Ceballa	5625 South 114th Street	Omaha	68137	402-612-2236	402-612-2236		9808487	Jewell Park	8/17/19	8/22/19	9/3/19	9/3/19
Kurt Stroehler	1706 Hawk Ridge Circle	Bellevue	68147	402-980-3633	402-980-3633	402-293-3100	9824884	Jewell Park	8/17/19	8/22/19	9/3/19	9/3/19
Joseph E. Stolze	1040 N. 74th Ave	Omaha	68114	402-392-0451	402-968-1165	402-553-3900	9789460	112 Combs Road	8/26/19	8/31/19	9/17/19	9/17/19
Thomas H. Stolze	1040 N. 74th Ave	Omaha	68114	402-392-0451	402-982-9081		9789569	112 Combs Road	8/26/19	8/31/19	9/17/19	9/17/19
Richard Flanders	3921 Eagle Ridge Road #81	Lincoln	68516	402-293-3153	916-208-4421		9876796	Jewell Park	9/4/17	9/4/19	9/17/19	9/17/19
Samuel R. Berkey	7217 S. 18th Street	Bellevue	68147	402.212.1762	402.212.1762	402.533.6097	9872009	501 Washington	9/13/19	9/15/19	10/15/19	
Donald Pleiss	13904 S. 29th Circle	Bellevue	68123	402.321.2867	402.659.3434		9922997	Jewell Park	10/2/19	10/2/19	10/15/19	
Terry Rybar	1723 N. 159th Street	Omaha	68118	402.917.2221	402.917.2221	402.293.3014	9927666	1107 Camp Gifford Road	10/7/19	10/7/19	10/15/19	
Robert Markve	1911 Mesa St.	Bellevue	68123	307.689.2319	307.689.2319	402.293.3100	9887402	Jewell Park	9/27/19	9/27/19	10/15/18	
Paul Fettes	1710 Timber Lane	Bellevue	68005	402.292.2841	402.990.7948		9927523	1107 Camp Gifford Road	10/7/19	10/7/19	10/15/19	
Keith Sanders	2012 Nottingham Drive	Bellevue	68123	402.292.8995	402.981.3860	402.2933153	9932156	Jewell Park	10/8/19	10/8/19	10/15/19	
Chris Woodman	1605 Savannah Dr.	Papillion	68133		402.639.8022	402.293.3128	9836713	Jewell Park	10/14/19	10/14/19	10/15/19	

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

***16b.
10/15/19**

COUNCIL MEETING DATE:	October 15, 2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
SUBMITTED BY: Planning Department		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

MAPA- Development & Analysis of City Election Districts

SYNOPSIS:

To retain MAPA for the development and analysis of City election districts. To develop new city election district boundaries to equalize population between districts as result of new annexed areas.

BACKGROUND

With the recent annexations, the City of Bellevue should develop new city election district boundaries to equalize population between the districts.

FISCAL IMPACT: \$ 1,500.00 **BUDGETED FUNDS?** N/A **GRANT/MATCHING FUNDS?** N/A

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? Yes	COUNTER-PARTY: MAPA		INTERLOC No
CONTRACT DESCRIPTION: Development & Analysis of City Election Districts			
CONTRACT EFFECTIVE DATE: 10/15/2019	CONTRACT TERM:	CONTRACT END DATE: 12/31/2019	
PROJECT NAME:			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED <input type="checkbox"/>
CIP PROJECT NAME:		CIP PROJECT NUMBER:	
MAPA NAME(S):		MAPA NUMBER(S):	
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S):	
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:	

RECOMMENDATION:

To approve the Agreement for Service with MAPA, not to exceed \$1,500.00, for the analysis of City of Bellevue current election districts and for the development of new city election district boundaries to equalize population between districts as result of new annexed areas.

ATTACHMENTS:

1	MAPA Agreement for Service	4	
2		5	
3		6	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

A. Bruce Robbins
[Signature]

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AGREEMENT FOR SERVICE

This agreement is hereby made and entered into as of the ____th day of _____, 2019 by and between the Metropolitan Area Planning Agency, hereinafter referred to as MAPA, and the City of Bellevue, Nebraska, herein referred to as the City.

WHEREAS, the City desires to engage MAPA to render certain services, hereafter described.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. Employment of MAPA. The City hereby agrees to engage MAPA and MAPA hereby agrees to perform the services hereinafter set forth.
- II. Scope of Services. MAPA shall do, perform and carry out in a satisfactory and proper manner the service identified in Attachment A.
- III. Time of Performance. The services of MAPA are to commence as soon as this agreement is signed and shall be completed by December 31, 2019.
- IV. Compensation. The City agrees to pay MAPA one thousand, five hundred dollars (\$1,500.00) for services rendered under this agreement. Payment to be made upon execution of this agreement.

IN WITNESS WHEREOF, MAPA and the City have executed this Service Agreement as of the date first above written.

THE CITY OF BELLEVUE, NEBRASKA

ATTEST: _____ Date: _____
Signature

Signature of Authorized Official

Printed Name and Title

Printed Name and Title

METROPOLITAN AREA PLANNING AGENCY

ATTEST: _____ Date: _____
Signature

Signature of Executive Director

Printed Name and Title

Printed Name and Title

ATTACHMENT A

SCOPE OF WORK
DEVELOPMENT AND ANALYSIS OF CITY ELECTION DISTRICTS
CITY OF BELLEVUE

Provide year 2010 population in existing City Council election district boundaries and proposed annexation areas.

Develop new city election district boundaries to equalize population between districts for up to three alternatives to meet the necessary Nebraska state statutes.

Meet with representatives from the City to review proposed districts and make refinements as needed.

Prepare documentation of selected scenario(s) with maps and tables.

Prepare and submit to City staff the following deliverables of the final districts in an appropriate format, by 4pm on October 30, 2019.

- Map(s)
- Summary population data
- Legal description of each city election district

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16c.
10/15/19

COUNCIL MEETING DATE:	October 15, 2019	AGENDA ITEM TYPE:	
SUBMITTED BY: Jeff Roberts, Public Works Director		SPECIAL PRESENTATION	<input type="checkbox"/>
		ORDINANCE	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>
		CONSENT	<input checked="" type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

World Baseball Village Concession Building

SYNOPSIS:

Approval of the low, responsive responsible bidder for the World Baseball Village Concession Building.

BACKGROUND

This is for the demolition of the World Baseball Village Concession Building that was damaged in the 2019 flood.

FISCAL IMPACT: \$ 8,800.00 BUDGETED FUNDS? NO GRANT/MATCHING FUNDS? Yes
\$8,800.00 - FEMA Reimbursement

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? Yes		COUNTER-PARTY:		INTERLOC No	
CONTRACT DESCRIPTION:					
CONTRACT EFFECTIVE DATE: 10/16/2019		CONTRACT TERM: 60		CONTRACT END DATE:	
PROJECT NAME: WORLD BASEBALL VILLAGE CONCESSION BUILDING					
START DATE: 10/16/19		END DATE: upon completion		PAYMENT DATE: End Date	
CIP PROJECT NAME:		CIP PROJECT NUMBER:		INSURANCE REQUIRED <input checked="" type="checkbox"/>	
MAPA NAME(S):		MAPA NUMBER(S):			
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Approve the low bid from Christensen Excavating Company, Inc., in the amount of \$8,800.00 for the World Baseball Village Concession Building project and authorize the Mayor to sign the contract.

ATTACHMENTS:


1 Contract 2 Bid Sheet 3	4 5 6
--------------------------------	-------------

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:



CONTRACT

THIS CONTRACT (the Contract) is made and entered into this 15th day of October 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 Christensen Excavating Company, 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 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 demolition of WORLD BASEBALL VILLAGE CONCESSION BUILDING (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 fifteen (15) 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. 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 Eight Thousand Eight Hundred Dollars (\$8,800.00) (Contract Sum). Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment (Application for Payment) based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. 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 11 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 Permits and Inspections Department 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 coverage's:

- 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
1500 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Bree Robbins
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293 3058

If to Contractor:

Chris Christensen
Christensen Excavating Company, Inc.
6625 C Street
Omaha, NE 68106
Phone No.: (402) 677-5550

With a copy to:

Fax No.: _____

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.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: _____
Mayor

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

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 **“WORLD BASEBALL VILLAGE CONCESSION BUILDING”**, as specified in the plans and specifications in the City’s request for proposals and Notice to Bidders.

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: WORLD BASEBALL VILLAGE CONCESSION BUILDING

DATE: September 27, 2019

TIME: 10:00 am

[illegible]

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16d.
10/15/19

COUNCIL MEETING DATE:	October 15, 2019	AGENDA ITEM TYPE:	
		SPECIAL PRESENTATION	<input type="checkbox"/>
SUBMITTED BY: Planning Department		ORDINANCE	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/> PUBLIC HEARING REQUIRED <input type="checkbox"/>
		CONSENT	<input type="checkbox"/>
		OTHER (SEE CLERK)	<input type="checkbox"/>

SUBJECT:

Interlocal Agreement with the Papio-Missouri River Natural Resources District for the Sarpy County Floodplain Buyout Program.

SYNOPSIS:

Review and approve Interlocal Agreement with the Papio-Missouri River Natural Resources District for the Sarpy County Floodplain Buyout Program.

BACKGROUND

After the flooding in March 2019 the City of Bellevue has requested assistance from the District to purchase properties that were damaged along the Missouri River. The District has been purchasing properties in the area since 1993. To date the District has purchased more than 130 properties on the river side of the Missouri Levees in Sarpy County. Several property owners have indicated interest in the buyout program.

FISCAL IMPACT: \$ 94,000.00 **BUDGETED FUNDS?** Yes **GRANT/MATCHING FUNDS?** Yes

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT?	N/A	COUNTER-PARTY:	Papio-Missouri River Natural Resources District	INTERLOC	Yes
CONTRACT DESCRIPTION: Interlocal Agreement with the Papio-Missouri River Natural Resources District for the Sarpy County Floodplain Buyout Program.					
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:	
INSURANCE REQUIRED <input type="checkbox"/>					
CIP PROJECT NAME:			CIP PROJECT NUMBER:		
MAPA NAME(S):			MAPA NUMBER(S):		
STREET DISTRICT NAME(S):			STREET DISTRICT NUMBER(S):		
ACCOUNTING DISTRIBUTION CODE:			ACCOUNT NUMBER:		

RECOMMENDATION:

To approve the Interlocal Agreement with the Papio-Missouri River Natural Resources District for the Sarpy County Floodplain Buyout Program not to exceed \$94,000.00

ATTACHMENTS:


<div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">1 Interlocal</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">2</div> <div style="border: 1px solid black; padding: 2px;">3</div>	<div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">4</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">5</div> <div style="border: 1px solid black; padding: 2px;">6</div>
--	---

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:

INTERLOCAL COOPERATION ACT AGREEMENT

THE CITY OF BELLEVUE, NEBRASKA, AND PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT

MISSOURI RIVER FLOODWAY PURCHASE PROGRAM

This Agreement (hereinafter "**THIS AGREEMENT**") is made by and among **THE CITY OF BELLEVUE, NEBRASKA** (hereinafter "**the CITY**") and the **PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT** (hereinafter "**the DISTRICT**") (collectively, "**the PARTIES**"), pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801, et seq.

RECITALS:

WHEREAS, numerous private dwellings and other structures now exist in the designated floodway adjacent to the Missouri River Levee Unit R-613 and R-616/R-613 flood control levees in the CITY (hereinafter "**the PROGRAM FLOODWAY**"); and,

WHEREAS, the parties desire to establish a MISSOURI RIVER FLOODWAY PURCHASE PROGRAM (hereinafter "**the PROGRAM**"), for the purposes of purchasing, dwellings and other privately-owned structures on land within the PROGRAM FLOODWAY, or removing the same from the PROGRAM FLOODWAY, in order to prevent or reduce recurring flood damages, repetitive claims for disaster assistance or flood insurance benefits, and repetitive public outlays for emergency rescues, utility restorations, and other public services; and, the PARTIES desire to convert such lands to uses which are non-insurable under the Flood Insurance Act; and,

WHEREAS, federal and state grant programs are available to assist the PARTIES to carry out the PROGRAM; such programs including the Hazard Mitigation Grant Program, administered by the Federal Emergency Management Agency (hereinafter "FEMA").

Now therefore, for and in consideration of the foregoing recitals and the mutual covenants of the parties hereinafter expressed, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for cooperative undertakings by and among the CITY and the DISTRICT, without any separate entity being created; and, the duties and responsibilities of the parties shall be as defined by this Agreement.

2. **THE PROGRAM.** The PARTIES hereby establish the PROGRAM, pursuant to which ownership of private dwellings and other structures now existing in the PROGRAM FLOODWAY will be purchased in voluntary transactions, pursuant to which such dwellings and other structures will be removed from the PROGRAM FLOODWAY and pursuant to which the land now occupied by such dwellings and other structures will be converted to uses which are required to be insured under the flood insurance programs administered by FEMA.

3. **RESPONSIBILITIES OF THE DISTRICT.** The DISTRICT shall be responsible for administering the PROGRAM, and shall have the following responsibilities and duties:

a. The DISTRICT shall acquire, by voluntary purchase and sale, such real estate and interests therein, including leaseholds, as the DISTRICT determines

necessary or convenient in order to obtain removal of private dwellings and other structures, now located in the PROGRAM FLOODWAY, which presently are eligible for disaster assistance, flood damage insurance and other benefits under federal disaster assistance and flood insurance programs, and shall make such payments in respect to such acquisitions as the DISTRICT determines necessary or convenient;

b. The DISTRICT shall prepare, execute and file with appropriate federal and state agencies, such proposals and grant applications, and documents related thereto, as the DISTRICT determines necessary for purposes of the PROGRAM;

c. The DISTRICT shall retain and compensate such appraisers, title searchers, title insurers, surveyors, engineers, attorneys, demolition contractors, and other persons, firms and corporations, and pay such other expenses, as the DISTRICT determines necessary, to administer the PROGRAM pursuant to THIS AGREEMENT; and,

d. The DISTRICT shall execute on its own behalf such contracts, applications, and other documents as the DISTRICT determines necessary to administer the PROGRAM pursuant to THIS AGREEMENT.

4. RESPONSIBILITIES OF THE CITY. The CITY shall assist the DISTRICT in administering the PROGRAM, and shall have the following responsibilities:

a. The CITY shall prepare, execute, and file with appropriate federal and state agencies such grant applications, and documents related thereto, as the DISTRICT determines necessary for purposes of the PROGRAM; and, the CITY shall direct the proceeds of such grants to the DISTRICT, or as the DISTRICT may direct, for purposes of the PROGRAM; and,

b. The CITY shall reimburse the DISTRICT in the amount of one-half (1/2) of all expenditures made by the DISTRICT in administering the PROGRAM, not to exceed one-hundred thousand dollars (\$100,000.00), other than expenditures which are reimbursed by federal or state grant programs or recouped by sale of structures and other property in the PROGRAM FLOODWAY acquired by the DISTRICT during the course of administering the PROGRAM (such unreimbursed and unrecouped expenditures hereinafter being referred to as "the **NON-RECOVERABLE EXPENSES**"); provided, further, the DISTRICT shall not be required to incur **NON-RECOVERABLE EXPENSES** that require the DISTRICT to expend, without assurance of proportionate reimbursement by the CITY, more than the funds expended by the CITY. To provide for the CITY'S reimbursement to the DISTRICT of the **NON-RECOVERABLE EXPENSES**, the parties shall follow the following procedure:

(1) From time to time, but not more often than quarterly, as actual monetary outlays are made by the DISTRICT for land acquisition and other expenses of administering the PROGRAM, the DISTRICT shall transmit to the CITY and written notifications of the amounts of such outlays. In each

such written notification and with respect to each such outlay, the DISTRICT shall state the identity of the payee to whom such outlay was paid, the purpose of such outlay, the date of such outlay, and whether such outlay is a NON-RECOVERABLE EXPENSE.

(2) Within 45 days after receipt by the CITY of such a written notification, the CITY shall reimburse the DISTRICT in the amount of one-half (1/2) of the DISTRICT'S NON-RECOVERABLE EXPENSES described in such written notification.

5. LAND ACQUISITION. All lands, easements and rights-of-way necessary to be acquired for purposes of the PROGRAM, as determined by the DISTRICT, shall be acquired by the DISTRICT, which shall take title in the name of the DISTRICT. The CITY, upon request of the DISTRICT, respectively shall donate to the DISTRICT such temporary and permanent easements and rights-of-way over CITY-owned rights-of-way within the PROGRAM FLOODWAY as the DISTRICT determines necessary for the PROGRAM.

6. OPERATION AND MAINTENANCE. After acquisition of land pursuant to THIS AGREEMENT, the DISTRICT, at the DISTRICT'S sole cost and expense, shall maintain or dispose of such land in such manner and at such times as the DISTRICT determines necessary or convenient, for uses and purposes consistent with THIS AGREEMENT, and shall be entitled to the rents and profits therefrom.

7. DURATION. THIS AGREEMENT shall have permanent duration, commencing upon the occurrence of the signatures of all parties being affixed hereto.

8. **SEVERABILITY.** In the event any portion of THIS AGREEMENT is held invalid or unenforceable for any reason, it is agreed that any such invalidity or unenforceability shall not affect the remainder of THIS AGREEMENT, and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of THIS AGREEMENT so as to render it valid, reasonable, and enforceable.

IN WITNESS WHEREOF the parties have executed THIS AGREEMENT on the dates hereinafter indicated pursuant to authorizing resolutions duly adopted at regularly convened public meetings of their governing bodies.

Executed by the CITY this ____ day of _____, 2019.

THE CITY OF BELLEVUE, NEBRASKA

By _____
MAYOR

Attest:

City Clerk

Executed by the DISTRICT this ____ day of _____, 2019.

PAPIO-MISSOURI RIVER NATURAL
RESOURCES DISTRICT

By _____
GENERAL MANAGER

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

*16e.
10/15/19

COUNCIL MEETING DATE:	October 15, 2019	AGENDA ITEM TYPE:			
		SPECIAL PRESENTATION	<input type="checkbox"/>		
SUBMITTED BY: Jeff Roberts, Public Works Director		ORDINANCE	<input type="checkbox"/>	PUBLIC HEARING REQUIRED	<input type="checkbox"/>
		RESOLUTION	<input type="checkbox"/>	PUBLIC HEARING REQUIRED	<input type="checkbox"/>
		CURRENT BUSINESS	<input checked="" type="checkbox"/>	PUBLIC HEARING REQUIRED	<input type="checkbox"/>
		CONSENT	<input checked="" type="checkbox"/>		
		OTHER (SEE CLERK)	<input type="checkbox"/>		

SUBJECT:

Acquisitions, Permanent and Temporary Easements for 36th Street Improvement Project.

SYNOPSIS:

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project.

BACKGROUND

Midwest Right-of-Way has provided documentation for the requested acquisitions, easements and cost breakdown for the 36th Street Improvement Project. The complete documentation is available upon request. This is not the complete request for acquisitions and easements.
This is an 80/20 split with NDOT

FISCAL IMPACT: \$ 90,870.00	BUDGETED FUNDS? N/A	GRANT/MATCHING FUNDS? N/A
\$90,870.00		

TRACKING INFORMATION FOR CONTRACTS & PROJECTS

IS THIS A CONTRACT? Yes	COUNTER-PARTY: NDOT	INTERLOC: N/A	
CONTRACT DESCRIPTION: 36th Street Improvement Project			
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:	
PROJECT NAME: 36th Street Improvement Project Bline - Sheridan			
START DATE:	END DATE:	PAYMENT DATE:	INSURANCE REQUIRED
CIP PROJECT NAME: ROW Acquisition 36th Street		CIP PROJECT NUMBER: ST 20(1)	
MAPA NAME(S):		MAPA NUMBER(S):	
STREET DISTRICT NAME(S):		STREET DISTRICT NUMBER(S):	
ACCOUNTING DISTRIBUTION CODE: 10-15		ACCOUNT NUMBER: 6243	

RECOMMENDATION:

Approve the Acquisitions, Permanent and Temporary Easements for the 36th Street Improvement Project.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:






CITY OF BELLEVUE

OFFICE OF THE CITY ADMINISTRATOR

1500 Wall Street □ Bellevue, NE 68005 □ (402) 293-3023

July 18, 2019

RE: Right of Way (ROW) Acquisitions

TO WHOM IT MAY CONCERN:

Please let this letter serve as notice that I, Jim Ristow, as the Bellevue City Administrator hereby authorize Jeff Roberts, Bellevue Public Works Director, to sign off on any Right of Way (ROW), permanent and temporary easement acquisitions on behalf of the City of Bellevue. This authorization expires March 1, 2023. If you have any questions, please do not hesitate to contact me.

Sincerely,

Jim Ristow

Bellevue City Administrator

CC: Jeff Roberts, Public Works Director

Bree Robbins, City Attorney

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 23, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Blaine to Sheridan
Project Number: MAPA-5061(5)
Tract: B14

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Partial Acquisition, Permanent Easement, and Temporary Easement Contracts for Tract B14, Gail E. Watkins, Jr. and Linda M. Watkins. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

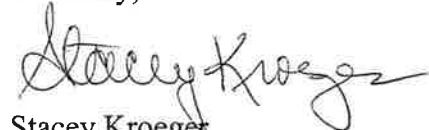
The Warranty Deed and Permanent Easement need to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Partial Acquisition, Permanent Easement, and Temporary Easement Contract, and a copy of the recorded documents, and a check in amount of \$3,040.00 made payable to:

**Gail E. Watkins, Jr. and Linda M. Watkins
3515 Lynnwood Drive
Bellevue, Nebraska 68123**

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

Sincerely,



Stacey Kroeger
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 27, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: A9

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Temporary Easement Contracts for Tract A9, Rallen and Phyllis Zeitner. The authorized representative of the City of Bellevue will need to sign all copies of the contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

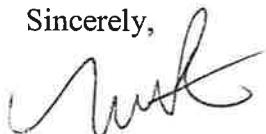
The original documents should be kept in the completed file.

Please send an original executed Temporary Easement Contract and a check in amount of \$100.00 made payable to:

**Rallen and Phyllis Zeitner
13611 South 36th Street
Bellevue, Nebraska 68123**

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

Sincerely,



Maria Rodriguez
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 19, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: A17

Dear Mr. Roberts:

Enclosed are one, original, executed Temporary Easement Contract and one copy of the executed Temporary Easement Contract for Tract A17, Saint Matthew the Evangelist Church of Bellevue. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

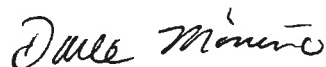
Please send an original executed, Temporary Easement Contract and a check in amount of \$100.00 made payable to:

✓

**St. Matthew the Evangelist Church of Bellevue
12210 South 36th Street
Bellevue, Nebraska 68123**

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

Sincerely,



Dave Minino
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

September 3, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: A28

Dear Mr. Roberts:

Enclosed are original, executed copies of the Warranty Deed, Partial Acquisition, and Temporary Easement Contracts for Tract A28, Colin D. Moss and Donna Bass Moss. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Partial Acquisition Contract and Temporary Easement Contract, and a copy of the recorded Warranty Deed, and a check in amount of \$11,740.00 made payable to:

**Colin D. Moss and Donna Bass Moss
13410 South 35th Avenue
Bellevue, Nebraska 68123**

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

Sincerely,



Denny Bliss
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 23, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: A35

Dear Mr. Roberts:

Enclosed are original, executed copies of the Warranty Deed, Partial Acquisition, and Temporary Easement Contracts for Tract A35, Richard A. Holmes and Linda C. Holmes. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Partial Acquisition Contract and Temporary Easement Contract, and a copy of the recorded Warranty Deed, and a check in amount of \$1,510.00 made payable to:

**Richard A. and Linda C. Holmes
3512 Schuemann Drive
Bellevue, Nebraska 68123**

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

Sincerely,



Denny Bliss
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 23, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: A40

Dear Mr. Roberts:

Enclosed are original, executed copies of the Permanent Easement, Permanent Easement Contract and Temporary Easement Contract for Tract A40, Vicky L. Oakley. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Permanent Easement needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Permanent Easement Contract, and Temporary Easement Contract, a copy of the recorded Permanent Easement, and a check in amount of \$2,530.00 made payable to:

**Vicky L. Oakley
13208 South 35th Avenue
Bellevue, Nebraska 68123**

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

Sincerely,



Denny Bliss
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

Date _____

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: B1, B2

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Permanent Easement, and Temporary Easement Contracts for Tract B1, B2, Sherwood Properties, LLC. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Permanent Easement needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Permanent Easement, and Temporary Easement Contract, and a copy of the recorded documents, and a check in amount of \$2,890.00 made payable to:

**Sherwood Properties, LLC
14711 Industrial Road
Omaha, Nebraska 68144**

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

Sincerely,



Dave Minino
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 23, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Blaine to Sheridan
Project Number: MAPA-5061(5)
Tract: B12

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Permanent Easement and Temporary Easement Contracts for Tract B12, Robert Luther Good and Mary Kay West. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Permanent Easement needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Permanent Easement and Temporary Easement Contracts, and a copy of the recorded Permanent Easement, and a check in amount of \$3,320.00 made payable to:

✓
**Robert Luther Good and Mary Kay West
13206 South 35th Avenue Circle
Bellevue, Nebraska 68123**

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

Sincerely,



Stacey Kroeger
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 30, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: B13

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Permanent Easement and Temporary Easement Contracts for Tract B13, Gene M. Zipprich and Jennine N. Zipprich Cook. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Permanent Easement needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Permanent Easement and Temporary Easement Contract, a copy of the recorded documents, and a check in amount of \$7,740.00 made payable to:

Gene M. Zipprich and Jennine N. Zipprich Cook
13204 South 35th Avenue Circle
Bellevue, Nebraska 68123

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

Sincerely,



Stacey Kroeger
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

September 30, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Blaine to Sheridan
Project Number: MAPA-5061(5)
Tract: B15

Dear Mr. Roberts:

Enclosed are two, original, executed copies of Temporary Easement Contracts for Tract B15, Kurtis S. Qualman and Christine Hope Qualman. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$460.00 made payable to:

✓
**Kurtis S. Qualman and Christine Hope Qualman
3513 Lynnwood Drive
Bellevue, Nebraska 68123**

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

Sincerely,



Stacey Kroeger
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

September 13, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: B16

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Partial Acquisition, Permanent Easement, and Temporary Easement Contracts for Tract B16, Raymond and Maria E. Herrera. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Warranty Deed and Permanent Easement need to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Partial Acquisition, Permanent Easement, and Temporary Easement Contract, a copy of the recorded documents, and a check in amount of \$9,570.00 made payable to:

**Raymond Herrera and Maria E. Herrera
12984 63rd Lane North
West Palm Beach, Florida 33412**

Also enclosed are two, original, executed copies of the Leasehold Contract for the tenant, David and Melissa Jones. The authorized representative of the City of Bellevue will need to sign both copies of the contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property tenant.

Please send an original executed Leasehold Contract and a check in amount of \$100.00 made payable to:

**David Jones and Melissa Jones
3514 Lynnwood Drive
Bellevue, Nebraska 68123**

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

Sincerely,

Stacey Kroeger
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 23, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: C1A

Dear Mr. Roberts:

Enclosed are one, original, and one copy of the executed Temporary Easement Contract for Tract C1A, Clatterbuck Trust. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

✓ Please send an original executed Temporary Easement Contract, and a check in amount of \$390.00 made payable to:

Charles R. Clatterbuck Revocable Trust
12408 South 36th Street
Bellevue, Nebraska 68123

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

Sincerely,



Dave Minino
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 23, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: C1B

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Permanent Easement, and Temporary Easement Contracts for Tract C1B, Chadwick Apartments, LLC. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Permanent Easement needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed Partial Acquisition, Permanent Easement, and Temporary Easement Contract, and a copy of the recorded documents, and a check in amount of \$3,410.00 made payable to:

✓
**Chadwick Apartments, LLC
12408 South 36th Street
Bellevue, Nebraska 68123**

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

Sincerely,



Dave Minino
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 19, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: C3

Dear Mr. Roberts:

Enclosed are one, original, executed Temporary Easement Contract and one copy of the executed Temporary Easement Contract for Tract C3, Saint Matthew the Evangelist Church of Bellevue. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed, Temporary Easement Contract and a check in amount of \$7,200.00 made payable to:

✓
**St. Matthew the Evangelist Church of Bellevue
12210 South 36th Street
Bellevue, Nebraska 68123**

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

Sincerely,



Dave Minino
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 23, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: C10

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the, Permanent Easement, and Temporary Easement Contracts for Tract C10, Anderson Grove Cemetery Association. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

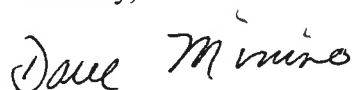
The Permanent Easement needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded documents should be kept in the completed file.

Please send an original executed, Permanent Easement, and Temporary Easement Contract, and a copy of the recorded documents, and a check in amount of \$6,620.00 made payable to:

**Anderson Grove Cemetery Association
c/o Richard Peterson
3319 Coffey Avenue
Bellevue, Nebraska 68123**

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

Sincerely,



Dave Minino
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

September 9, 2019

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

RE: City of Bellevue-36th Street-Bline to Sheridan
Project # MAPA-5601(5)
Tract # C12

Dear Mr. Roberts:

Enclosed are original, executed copies of the Permanent Easement, the Permanent Easement Contract and the Temporary Easement Contract for Tract C12, Anderson Grove United Presbyterian Church of Fort Crook. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

The Permanent Easement needs to be recorded at the Sarpy County Register of Deeds office. The original, recorded document should be kept in the completed file.

Please send an original executed, Permanent Easement Contract and Temporary Easement Contract, a copy of the recorded Permanent Easement, and a check in amount of \$17,060.00 made payable to:

**Anderson Grove United Presbyterian Church of Fort Crook
12005 South 36th Street
Bellevue, Nebraska 68123**

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

Sincerely,



Denny Bliss
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

September 6, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Bline to Sheridan
Project Number: MAPA-5061(5)
Tract: D2

Dear Mr. Roberts:

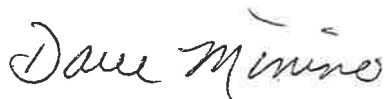
Enclosed are two, original, executed copies of the Temporary Easement Contracts for Tract D2, JCF Properties, LLC. The authorized representative of the City of Bellevue will need to sign all copies of each contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract and a check in amount of \$720.00 made payable to:

**JCF Properties, LLC
2512 Casey Circle
Bellevue, Nebraska 68123**

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

Sincerely,



Dave Minino
Acquisition Agent

Enclosures

MIDWEST

Right of Way Services, Inc.

www.midwestrow.com

August 20, 2019

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

RE: City of Bellevue, Nebraska
36th Street - Blaine to Sheridan
Project Number: MAPA-5061(5)
Tract: D3

Dear Mr. Roberts:

Enclosed are two, original, executed copies of the Temporary Easement Contract for Tract D3, Philip R. McEvoy and Marylou McEvoy. The authorized representative of the City of Bellevue will need to sign all copies of the contract. One signed original is to be kept by the City of Bellevue and placed in the completed file. The second original should be sent with payment to the property owner.

Please send an original executed Temporary Easement Contract, and a check in amount of \$12,470.00 made payable to:



**Philip R. McEvoy and Marylou McEvoy
11724 South 36th Street
Bellevue, Nebraska 68123**

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

Sincerely,



Denny Bliss
Acquisition Agent

Enclosures



City of Bellevue

Office of the City Clerk

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

October 15, 2019

From: Susan Kluthe, City Clerk

RE: Information for Administration Report

- Completion of Proceedings, Claims, Notice of Meetings, Ordinances, Notice for RFP, and Notices of Public Hearings for Bellevue Leader
- Completion of Minutes of 10.01.19 Council Meeting
- Attended Agenda Meeting 10.8.19
- Posting of agenda for 10.09.19 Council Meeting
- Preparation of Council Packet and put on City of Bellevue & Sparq websites for the 10.9.19 Council Regular Meeting
- Continuing to receive payments and deliver permits for Grooming & Pet Shops for renewal period of October 1, 2019 – September 30, 2020 (1 left)
- Continuing to collect payments and distribute licenses for Class “C” Liquor Licenses, provided by the Nebraska Liquor Control Commission, for the renewal period of November 1, 2019 - October 31, 2020
- Getting ready to start reviewing the Statement of Profits and Expenses from Organizations who had firework stands
- Working on the Occupational Report for the 2018-2019 Fiscal Year (Susan)
- Renewal of Pawnbroker Permits are complete
- Continuing to work on updating master list on boards, committees, and task forces (Shirley)
- Continue to keep current on the general organizing of files, both paper and electronic, by having them scanned into LaserFiche and/or Contract Management, and filing of a hard copy, as soon as we have the approved executed documents
- Continue to work on the organizing and updating of records for City Vehicles, both electronically and in the actual files. Will also be verifying assigned vehicle numbers with fleet. (Susan)
- Day to day tasks



CITY OF BELLEVUE

FINANCE DEPARTMENT

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

Bellevue Finance Department Status Report October 15, 2019

ACCOUNTING AND FINANCE

- Worked on Amended Budget for 2019-2020
- Worked on Annexation Analyses
- Continued Revision/Development of Finance Policies
- Worked on unclaimed property (old, uncashed checks)
- Treasury management; Deposit confirmations, Research undocumented cash receipts
- Issued payments for approved expenses
- Payroll downloads / import into Abila
- Adjusted rights to approved used in Abila system
- Data Entry of Journal Entries for department
- Authorized CDBG reimbursement request
- Paid bills online as approved/requested
- Cash management and account monitoring
- Sales tax return filed and payment made
- Updated Capital Forecast
- Updated Forecast
- Reclassed/Transferred expenses between departments
- Researched bills on minute record
- Booked Various Cash Receipts
- Sent letters to Payees for o/s EBS checks
- Performed September bank reconciliations
- Started work on audit schedules
- Updated bank confirmation letters for audit

CDBG:

- Continued work on the environmental reviews for the 2019 CDBG projects.
- Began close out of the Chandler Hills Paving Improvement project for B-16 and B-17.
- Submitted HUD reporting forms including the semi-annual Labor Standards Report and Minority/Women Owned Business Report.
- Prepared new construction spreadsheet and map for submittal to the 2020 Census New Construction Program.
- Completed and submitted the application for assistance to the EPA Local Food, Local Places grant program.

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
- Continued to work towards a resolution with the city property flood damage claim
- Continued to work towards a resolution on the BAE building damage claim
- Several teleconferences to transition workers compensation claims to a new TPA company
- Met with Lockton and administration to discuss insurance coverage
- Handed out PPE as needed
- Worked on ADA updates, reports and City Transition plan.
- Began safety boot orders for new fiscal year
- Total Surplus Sales as of today: **\$358,160**

Respectfully submitted,

Rich Severson
Finance Director, City of Bellevue



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: 10/1/2019

- About six education and/or library science students taking a Children's Literature class at the University of Nebraska-Omaha have been participating in various children's related activities as part of a requirement to attend/observe/participate in a children's program. The students will then write a reflection that ties their observation and experiences back to the concepts that they learn in their class. So far they have participated in the "Choose Your Own Adventure Book Club," the "Animal Adaptations" presentation, and a Baby and Me Storytime. Two additional activity dates are planned for late October and early November. The students are working with the library's Children's Librarian Michelle Bullock.
- Library Director Julie Dinville attended a meeting of the directors of the other public libraries in Sarpy County and Ralston on Sept. 24 in La Vista. Also attending was Eric Jones, director of the Three Rivers Library System. The group reviewed the Jim Gill concert and workshop held in August, which the libraries had sponsored as a cooperative effort, and began discussing possible options for a combined program in 2020.
- Crystal Anderson, Young Adult Librarian, and Laura Whitehead, Head of Adult Services, collaborated on a craft program for teens and adults called "Ecolove: Reusable Food Wraps" on Sept. 26. Some 17 participants learned how to make their own vegan-friendly food wraps out of soy wax.
- Bellevue Public Library has received word from the Nebraska Library Commission that its application for accreditation had been received and accepted. The NLC has accredited the library at the Silver level through Dec. 31, 2022. In addition to meeting 12 minimum qualifications set by the NLC, the library also had to submit an up-to-date Community Needs Response Plan and was compared against peer libraries on a point value system in five categories: governance/planning; resources; services; cooperation/collaboration; and communications. The application was due to the NLC by Sept. 30, 2019.
- UNO Practicum Student Allison Sillik put together a display for Banned Books Week 2019, Sept. 22-28, called "Jump on the Banned Wagon," featuring a wagon in the display. Banned Books Week is an annual, national event that celebrates the freedom to read.



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: 10/8/2019

- One World Health staff provided free basic health checks and screenings from 5 to 7 p.m. on Tuesday, Oct. 1, partnering with the Adult Services Department at the library.
- Staff members and Bellevue Public Library Advisory Board members attended the annual conference of the Nebraska Library Association (NLA), Oct. 3-5, at the Embassy Suites by Hilton La Vista Hotel and Conference Center. This year was a joint conference of both the Iowa Library Association and the NLA. Staff members attending included Michelle Bullock, Children's Librarian, Amber Passey, Assistant Children's Librarian, Kristine Woods, Adult Services/Reference Librarian, and Library Director Julie Dinville. Library Board members who attended included Deb Stortvedt, Kathleen Crawford-Rose, Deborah Ady, and Barbara Van Wassenhoven. Bullock was part of a panel discussing ways to innovate summer library programs at a Thursday session of the Nebraska School Children's and Young People Section and also assisted with the Golden Sower Gala and Dinner.
- The Bellevue Public Library handed out 25 one-day passes to the Omaha Children's Museum (OCM) in less than an hour on Tuesday, Oct. 1. The passes were provided through a partnership of the OCM and the Friends of the Bellevue Public Library. The passes were given out to valid cardholders on a first-come, first-served basis. The passes admit up to four people and are valid through May 21, 2020. Additional passes will be handed out in November and December, and then again after the first of the new year.
- The Bellevue Public Library now has 75 games to check out to patrons, thanks to donations from the public. The Technical Services Department has been working on processing these items. The collection represents a variety of tabletop games for all ages.
- The Bellevue Public Library and the Friends of the Bellevue Public Library are celebrating together on Monday, Oct. 14, with an open house and special events. The library will mark its 90th anniversary of service to the community, and the Friends group will be celebrating their 10th anniversary. An open house will be held from 10 a.m. to 5 p.m. with cake and coffee being served. In addition, Celtic Boulevard will perform a music concert at 12 noon, and then the Friends will host Darrel Draper in re-enacting "Theodore Roosevelt: Rough Rider President" at 6:30 p.m. (this is a Humanities Nebraska program).



City of Bellevue

Fire Department

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

Bellevue Fire Department Council Report

Report Date 10/8/2019

A. General Items:

- QA/QI
- Last Paramedic from recent Creighton class taking ALS Protocol exam Wednesday-all others on probation.
- OMHCC (Omaha Metro Healthcare Coalition) general membership meeting Tuesday.
- Will be entering September hours into national registry database later this week.
- Planning for part time testing and full time agility testing first week in November.
- Sarpy 911 meeting Wednesday the 9th.
- Meeting with Offutt and Bellevue Chamber on Veterans parade.
- Ground and aerial ladder testing is completed.

B. Training:

- Part time Fire / Rescue academy finished Saturday the 5th.
- Helicopter landing zone identification and procedures.
- Dixie Petro Chemical plant training.

C. Inspections:

- Above ground fire sprinkler pipe test St. Mary's School.
- Plan review Remedy Health 1320 Galvin Rd. S.
- Plan Review Sickies Garage 1203 Cornhusker Rd.
- Plan Review decks at 14008, 14108, and 14202 Tregaron Ridge Ave.
- Plan Review Remedy Beauty Bar Salon remodel 2012 Cornhusker Rd. #500.
- Final inspection 13820 Tregaron Ridge.
- Underground tank inspection Cornhusker Quick Stop 10209 S. 25th St.

D. Calls: September 25, 2019 through October 8, 2019

Fire – 69

Rescue - 153





City of Bellevue

Fire Department

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

E. Ambulance Billing

September 1-30, 2019

\$ 151,011.00 has been billed out to insurance companies (193 insurance claims)
<\$ 67,954.95 > approximate amount we will have to write off due to mandatory
adjustments/write-offs
(45% of \$151,011.00)

=====

\$ 83,056.05 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:

\$ 69,581.81 deposited into the bank September 1-30, 2019.

3,840.03 in Credit/Debit card payments for September 1-30, 2019.

\$ 73,421.84 TOTAL September 1-30, 2019 rescue fee revenue

Statement Billing:

366 statements were mailed to patients for unpaid account balances.

These statements totaled \$ 179,505.64

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 9/23/2019 through 9/29/2019

Monday	AM	T21, E31	3-Person	
Monday	PM	E31	3-Person	
Tuesday	AM	T21	3-Person	
Tuesday	PM	E31	3-Person	
Wednesday	AM	E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E1, E31	3-Person	
Friday	PM	E31	3-Person	
Saturday	AM	E1, E41	3-Person	
Saturday	PM	E1, T21, E31, E41	3-Person	
Sunday	AM	E1, T21, E31, E41	3-Person	
Sunday	PM	E41	3-Person	





City of Bellevue

Fire Department

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

Staffing Report from 9/30/2019 through 10/6/2019

Monday	AM	T21, E31	3-Person	
Monday	PM	Full		EMS Sup 2 OOS
Tuesday	AM	E1, T21	3-Person	
Tuesday	PM	Full		
Wednesday	AM	E31, E41	3-Person	
Wednesday	PM	Full		
Thursday	AM	E1	3-Person	
Thursday	PM	Full		
Friday	AM	E1, T21, E31, E41	3-Person	
Friday	PM	E1, T21, E31, E41	3-Person	EMS Sup 2 OOS
Saturday	AM	E1, E31, E41	3-Person	T21 OOS
Saturday	PM	E1, E41	3-Person	
Sunday	AM	T21	3-Person	EMS Sup 2 OOS
Sunday	PM	E1,	3-Person	EMS Sup 2 OOS



City of Bellevue

Office of the Planning Department

MEMORANDUM

TO: City Council Members
Mayor Rusty Hike
City Administrator Jim Ristow
FROM: Tammi Palm, Land Use Planner *tlp*
DATE: October 9, 2019
RE: Administrator's Report for the Planning Department


I have had the following meetings since October 1, 2019:

- Met with MAPA personnel and city administration to begin the redistricting process.
- Met with the Knights of Columbus to help them facilitate a hard surface parking waiver application.
- Met with a regional multi-family residential developer interested in locating in Bellevue
- Met with an architect to discuss an addition onto an existing multi-family residential development
- Met with Lockwood Development regarding their property near 10th Street and Cornhusker Road
- Met with legal and Public Works to discuss a land use and access matter
- Had a conference call with an applicant and the City Attorney to discuss upcoming proceedings
- Met with a contractor for T-Mobile to discuss an administrative conditional use permit application
- Had a pre-application meeting with a multi-family residential developer

The Planning Department has been preparing for our October 24, 2019 Planning Commission meeting. There will also be a Board of Adjustment meeting on October 21, 2019. This meeting is to discuss a variance request for a required front yard setback.

I have a Hard Surface Parking meeting scheduled for the Knights of Columbus for their property at 1020 Lincoln Road on October 15, 2019.

INTEROFFICE MEMORANDUM

TO: JIM RISTOW
FROM: CHIEF ELBERT 
SUBJECT: DIRECTORS BRIEF
DATE: 10/9/2019

Working through various personnel issues with Legal.

Working through BPOA negotiations with other City staff.

Conditional offers for new police officers have been made post the interviews. We have been granted 3 seats for the GI Academy to supplement our own SDLEA as we backfill 5 vacant slots and trying to fill 5 additional slots added to the new budget.

The previously mentioned traffic initiative was kicked off in our City with 14 officers from 5 agencies on 10-8-19. https://www.omaha.com/news/metro/speeding-in-sarpy-police-make-statement-that-they-re-watching/article_7492a133-1a92-50dd-81a6-d3ce85574bb8.html This is yet another example of working together to accomplish shared goals that are driven at making this community safer.

Captain Stukenholtz will be away from his post for a few weeks on a previously scheduled leave. In his absence please reach myself or another Captain on matters you might routinely address with him.

Interviews were held this week in search of replacement of our Business Manager.

Mark Elbert

From: Brett Foreman
Sent: Monday, October 7, 2019 8:40 AM
To: Mark Elbert; Dave Stukenholtz
Subject: Weekly Stats

CE1 – Monday Sept 30, 2019; Wednesday Oct 2, 2019 thru Friday Oct 4, 2019
CE2 – Monday Sept 30, 2019 thru Friday Oct 4, 2019
CE3 – Monday Sept 30, 2019 thru Friday Oct 4, 2019

Calls – 301

Notices – 83

Zoning – 7

Clean Ups – 0

Tree Removal – 0

Certified Notices – 19

Officer Initiated – 26

Towed Vehicles – 4

Red Tags – 4

Mark Elbert

From: Brett Foreman
Sent: Monday, September 30, 2019 8:48 AM
To: Mark Elbert; Dave Stukenholtz
Subject: Weekly Stats

CE1 – Monday Sept 23, 2019; Wednesday Sept 25, 2019 thru Friday Sept 27, 2019
CE2 – Tuesday Sept 24, 2019 thru Friday Sept 27, 2019
CE3 – Monday Sept 23, 2019 thru Wednesday Sept 25, 2019

Calls – 252

Notices – 53

Zoning – 5

Clean Ups – 0

Tree Removal – 0

Certified Notices – 9

Officer Initiated – 14

Towed Vehicles – 0

Red Tags – 7