

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

Tuesday, January 21, 2020 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted in the Entry to the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
 - a. Approval of the Agenda
 - b. Approval of the Consent Agenda *(Items marked with an (*) are approved where this item is, unless otherwise removed)*
 1. * Approval of the Minutes from the December 17, 2019 City Council Meeting.
 2. * Acknowledge Receipt of the Minutes from the December 19, 2019 Planning Commission Meeting.
6. * APPROVAL OF CLAIMS (January 7th & January 21st)
7. SPECIAL PRESENTATIONS:
 - a. Special Recognition to Terry Ingram
8. ORGANIZATIONAL MATTERS:
 - a. * Approve appointment of Karl Crompton to the Board of Adjustment, to serve the remaining term of David Valenta, ending February 2022 (Mayor Hike)
9. APPROVED CITIZEN COMMUNICATION: One request received - will be handled by meeting with City Administrator
10. LIQUOR LICENSES:
 - a. Recommendation to approve application for DLMG LLC dba "Chandler Bar" for replacing application of Class "I-122048" Liquor License to sell beer, wine, and distilled spirits at 2617 Chandler Road W., to approve Megan Gibbons as Manager **[Public Hearing Required]** (City Clerk)
 1. +++ Approve Resolution No. 2020-07: Approving application of DLMG, LLC, doing business under the name "Chandler Bar" , with the name changes, to continue to operate a satellite keno location at 2617 Chandler Road W and authorize the Mayor to sign (City Clerk)
 - b. Recommend approval of a Special Designated Liquor License for St. Matthew's Catholic Church on Friday, February 21, 2020, from 6:00 p.m. to 12:00 a.m. for a Dinner and Auction at 11210 South 36th Street (City Clerk)
 - c. Recommend approval of **SIX** Special Designated Liquor License for Knights of Columbus Council 11879 (St. Matthew's Parish) to sell beer and wine, at their Lenten Fish Fries at St. Matthew's Church, 11210 South 36th Street, Bellevue from 5:00 p.m. to 7:30 p.m. on six consecutive Fridays [February 28th, March 6th, 13th, 20th, and 27th, and April 3rd] (City Clerk)
 - d. Recommend approval of a Special Designated Liquor License for Daniel J Gross High School on Saturday, February 29, 2020, from 6:00 p.m. to 10:00 p.m. for a Trivia Night Fundraiser at Daniel J. Gross High School, 7700 South 43rd Street, Bellevue (City Clerk)
11. ORDINANCES FOR ADOPTION (3rd reading): None
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
 - a. Ordinance No. 3985: Request approval to amend Section 19-3 of the Bellevue City Code pertaining to the nonexclusive illustrative list of examples of public nuisances (Police Dept.)

13. ORDINANCES FOR INTRODUCTION (1st reading):

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

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

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

1. Approve and authorize Mayor to sign Resolution No. 2020-05: Repealing Resolution No. 2019-01 in its entirety (City Attorney) **[No Action required until after action on Ordinance No. 3988]**

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Show Cause Hearing on the proposed Condemnation of the structure(s) at 7952 S. 25th Street, Bellevue 68147 (Chief Building Inspector)

1. Resolution No. 2020-01: Condemning the structure(s) located at 7952 S. 25th Street, Bellevue, 68147

b. Show Cause Hearing on the proposed Condemnation of the structure(s) at 7312 S. 25th Street, Bellevue, 68147 (Chief Building Inspector)

1. Resolution No. 2020-02: Condemning the structure(s) located at 7312 S. 25th Street, Bellevue, 68147

c. Show Cause Hearing on the proposed Condemnation of the structure(s) at 3614 Josephine Street, Bellevue, 68147 (Chief Building Inspector)

1. Resolution No. 2020-03: Condemning the structure(s) located at 3614 Josephine Street, Bellevue, 68147

d. Request to approve the Fiscal Year 2020-2025 Capital Improvement Plan **[Public Hearing Required]** (Planning Manager)

15. RESOLUTIONS:

a. Resolution No. 2020-06: Dissolving Resolution No. 2019-32 and said structures on the subject property (2611 Harrison Street) may be torn down, the debris removed and the premises placed in a safe condition pursuant to the order of condemnations entered and approved on the 9th day of April, 2018 (Resolution No. 2018-09) that stands (Legal)

16. CURRENT BUSINESS:

a. * Approve Permanent Easement with OPPD facilitating utilities relocation of 36th Street widening (Public Works Director)

b. * Approve and authorize the Mayor to sign the agreement with OPPD for construction of Street Light Facilities on the the 36th Street Project (Public Works Director)

c. * Authorize the Mayor to sign the Warranty Deed deeding a parcel of land, adjacent to the Tregaron Golf Course, to Fairview Golf Company (Administration)

d. * Recommend approval and authorize the Mayor to sign the Sarpy County Multi-Agency Traffic Enforcement Task Force Agreement (Action Police Chief)

e. * Authorize the Mayor to sign the Land & Lot Purchase Agreement for Lot 6 Tregaron Woods Replat I (Administration)

f. Approve & authorize the Mayor to sign the Tenth Extension to the Contract with Justin Thoms for Custom Farming approximately 61 acres at 36th and Capehart Road, in an amount not to exceed \$24,690 and approve & authorize the Mayor to sign the Tenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres at the Bellevue Sports Complex, in an amount not to exceed \$24,309 and to Waive Council Policy 4 requiring

solicitation of bids for goods and services costing more than \$30,000 (Finance Director/City Attorney)

g. Approve and authorize the Mayor to sign the Operative IQ Licensing Agreement for (5) additional software licenses for the Fire/EMS Inventory tracking (Fire Chief)

h. Approve purchase of five (5) remaining dump trucks planned for replacement in FY19-20 budget, in an amount not to exceed \$977,201 (Public Works Director)

i. Approve and authorize the Mayor to sign an Interlocal Agreement with the Papio Missouri River Resource District for placement of a permanent pumping station near the Offutt ditch, not to exceed \$34, 577 (Public Works Director)

j. Approve and authorize the Mayor to sign Agreement with FYRA Engineering, LLC for a study regarding the Bellevue Offutt Ditch Pump Station Study for a placement of a permanent pumping station located near the Offutt ditch, not to exceed \$34,577 (Public Works Director)

k. Approve the Real Estate Broker Services Agreement (Administration)

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

18. CLOSED SESSION:

19. ADJOURNMENT

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1/21/2020

Bellevue City Council Meeting, December 17, 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 17th day of December, 2019, at 6:00 p.m. Present were Council Members Bob Stinson, Paul Cook, Pat Shannon, Don Preister, Thomas Burns, and Kathy Welch. Absent: None.

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Reverend Dr. Mike Elliott, First Presbyterian Church, 1220 Bellevue Blvd. S.

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.

Councilman Shannon stated City Code 2-29 set the agenda to be posted the Thursday prior to the meeting by 4 p.m. He questioned the agenda being posted on Monday and requested clarification if an emergency needs to be declared.

Ms. Bree Robbins, City Attorney, stated Nebraska Statute trumps any city code. Nebraska Revised Statute 84-1411, Section 1A, specifically states the agenda shall not be altered later than 24 hours prior to the scheduled commencement of the meeting. Therefore, the agenda can be amended until 6 p.m. the day before the meeting.

Councilman Shannon referred to Item 16J. He stated Councilwoman Welch previously stated she has a conflict of interest with this item. Therefore, she cannot bring the item to be reconsidered.

Ms. Robbins advised as discussed at the last City Council meeting, Councilwoman Welch does not have a conflict in voting. Additionally, pursuant to Roberts Rules of Order and City Code 2-93, any member who was voting in favor of an ordinance, can bring a motion to reconsider either at the end of the last meeting or the next regularly scheduled meeting. Councilwoman Welch is in compliance, as this is the next scheduled meeting.

Councilman Shannon invoked City Code 2-71 and requested his objections to this item be documented in the minutes so the district court knows the issue of Councilwoman's conflict was addressed in this meeting.

Ms. Robbins clarified pursuant City Code 2-71, Councilman Shannon stating his protest being reflected in the minutes. Ms. Robbins advised Ms. Susan Kluthe, City Clerk to include this in the minutes.

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

APPROVAL OF THE CONSENT AGENDA:

Councilman Cook removed Agenda Item 16a from the consent agenda.

Motion was made by Cook, seconded by Preister, to approve the amended consent agenda which included the following: Approval of the Minutes from the December 3, 2019 City Council Meeting, Acknowledge Receipt of the Minutes from the November 21, 2019, Planning Commission Meeting, and Acknowledge Receipt of the Minutes from the December 4, 2019, Building Board of Review Meeting. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

SPECIAL PRESENTATIONS:

Swearing in of "Quinn" a Police Electronic Detection K-9, her Handler is Detective Roy Howell.

Proclamation to Recognize the Merits of the Bellevue West Football Team for their second Class "A" Championship.

Sarpy County Economic Development Corporation - 3rd Quarter Update. (Andrew Rainbolt).
Mr. Andrew Rainbolt with Sarpy Economic Development Corporation gave the third quarter update.

ORGANIZATIONAL MATTERS:

Election of the City Council President for 2020

Motion was made by Cook, seconded by Shannon, to nominate Mr. Don Preister as Council President. There were no other nominations. Roll call vote on the motion was as follows: Stinson, Cook, Shannon, Preister, Burns, and Welch voted yes; voting no: none. Motion carried.

Mr. Don Preister of Ward V is the Council President for 2020, effective this meeting and moving forward.

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APPROVED CITIZEN COMMUNICATION: None Received.

LIQUOR LICENSES: None.

Ordinances for Adoption: (Third Reading) None.

Ordinances for Public Hearing: (Second Reading) None.

Ordinances for Introduction: (First Reading):

Ordinance No. 3985: Request to amend Section 19-3 of the Bellevue City Code pertaining to the nonexclusive illustrative list of examples of public nuisances (Police Department)

Ordinance No. 3985: An Ordinance to amend Section 19-3 pertaining to the nonexclusive illustrative list of examples of public nuisances that exist pursuant to the definitions in Section 19.2; to repeal such section as heretofore existing in 19-3; and to provide for the effective date, was read by title only for the first time and scheduled for public hearing at the Council meeting on January 21, 2020.

PUBLIC HEARINGS ON MATTERS OTHER THAN ORDINANCES: None.

RESOLUTIONS:

Resolution No. 2019-41: Request to vacate the final plat of Lots 1 through 16, Sherwood Estates. Applicant: Jerry Standerford. General Location: 400 MM Kountze Memorial Drive. (Planning Manager)

Motion was made by Cook, seconded by Stinson, to approve Resolution No. 2019-41: Request to vacate the final plat of Lots 1 through 16, Sherwood Estates. Applicant: Jerry Standerford. General Location: 400 MM Kountze Memorial Drive. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

Resolution No. 2019-42: Request approval to operate a satellite keno location at the business operated by Industrial Social Hall, doing business under the name "Knights Event Center" at 1020 Lincoln Road and authorize the Mayor to sign. (City Clerk)

Motion was made by Stinson, seconded by Burns, to approve Resolution No. 2019-42: Request approval to operate a satellite keno location at the business operated by Industrial Social Hall, doing business under the name "Knights Event Center" at 1020 Lincoln Road and authorize the Mayor to sign. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

CURRENT BUSINESS:

Approval of the Request for Release of Funds for CDBG 2019 projects and authorize submittal to HUD, not to exceed \$480,531.35 (Council previously approved these projects in the 2019 Action Plan). (CDBG/Finance Department)

Motion was made by Cook, seconded by Preister, to approve the Request for Release of Funds for CDBG 2019 projects and authorize submittal to HUD, not to exceed \$480,531.35. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

Approve budgeted purchase of computers for 2019/2020, not to exceed \$50,266. (Fire Chief)

Motion was made by Preister, seconded by Welch, to approve budgeted purchase of computers for 2019/2020, not to exceed \$50,266. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

Request approval of the Yearly Renewal of Street Agreement and authorize the Mayor to sign the Agreement with the NE Department of Transportation for Maintenance Agreement No. 5, not to exceed \$21,859. (Public Works Director)

Motion was made by Preister, seconded by Burns, to approve the Yearly Renewal of Street Agreement and authorize the Mayor to sign the Agreement with the NE Department of Transportation for Maintenance Agreement No. 5, not to exceed \$21,859. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

Request approval of the Agreement and authorize the Mayor to sign the Agreement with Elliott Equipment Company for a High-Pressure Water Jetter Truck Mounted, not to exceed \$285,385.15. (Public Works Director)

Motion was made by Preister, seconded by Burns, to approve the Agreement and authorize the Mayor to sign the Agreement with Elliott Equipment Company for a High-Pressure Water Jetter Truck Mounted, not to exceed \$285,385.15. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

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Request approval of the Agreement and authorize the Mayor to sign the Agreement with the NE Department for Traffic Signal Phasing, not to exceed \$32,193. (Public Works Director)

Motion was made by Cook, seconded by Stinson, to approve the Agreement and authorize the Mayor to sign the Agreement with the NE Department for Traffic Signal Phasing, not to exceed \$32,193. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

Accept the proposal from Cornhusker International/Henderson Equipment and approve the purchase of various pieces of equipment - (6) Plow trucks, in an amount not to exceed, \$174,176 per truck, \$1,045,056 total. (Public Works Director)

Motion was made by Stinson, seconded by Preister, to accept the proposal from Cornhusker International/Henderson Equipment and approve the purchase of various pieces of equipment - (6) Plow trucks, in an amount not to exceed \$174,176 per truck, \$1,045,056 total. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

Approval of School Resource Officer (SRO) Program Memorandum of Understanding with Omaha Public Schools (OPS) to provide one uniformed Police Officer to Bryan Middle School and one uniformed Police Officer to Bryan High School as School Resource Officers. (Police Chief)

Motion was made by Preister, seconded by Cook, to approve the School Resource Officer (SRO) Program Memorandum of Understanding with Omaha Public Schools (OPS) to provide one uniformed Police Officer to Bryan Middle School and one uniformed Police Officer to Bryan High School as School Resource Officers. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

Approve the Renewal of the Service Agreement for the LifePak AED's and authorize the Mayor to sign the Service Agreement. (Police Chief)

Motion was made by Preister, seconded by Cook, to approve the Renewal of the Service Agreement for the LifePak AED's and authorize the Mayor to sign the Service Agreement. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

Approve the 2020 Insurance Plans and Premiums. (City Administrator)

Motion was made by Burns, seconded by Welch to approve the 2020 Insurance Plans and Premiums. Roll call vote on the motion to approve the agenda was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

Approve the Motion to Reconsider and to re-vote regarding amendments to Ordinance No. 3978 & Ordinance No. 3978 as it pertains to removing the "removal" from office language throughout such ordinance. (Legal)

Motion was made by Welch, seconded by Preister, to approve the Motion to Reconsider and to re-vote regarding amendments to Ordinance No. 3978 & Ordinance No. 3978 as it pertains to removing the "removal" from office language throughout such ordinance as it was voted on December 3, 2019.

Councilwoman Welch read a statement regarding three factors for reconsidering the vote. "Number One: after voting for the compromise on the prevailing side, I felt the council had the opportunity to come together as one, to endorse civility towards the public and decency towards our employees. Instead of uniting, Mr. Shannon cast the only vote against the ordinance in its final form. There was no vote of reconciliation towards the greater public good. It is hard to imagine now that there would ever be such progress. Number Two: After the last meeting, Mr. Shannon took his turn with the media and used it to lash out, including an attack on the personal integrity of Mayor Hike. I'd already been targeted by Mr. Shannon, but he proved his invective conceit to diminish additional victims".

Councilman Shannon disrupted Councilwoman Welch's statement commenting she cannot be calling people out by name. He stated this is more inappropriate conduct by Councilwoman Welch. Ms. Robbins explained Councilwoman Welch can read her statement and can omit Councilman Shannon's name if he prefers. Councilman Shannon replied that is fine, however the decorum does not allow attacking people personally. Ms. Robbins asked Councilwoman Welch to omit Councilman Shannon's name when continuing her statement. Councilwoman Welch replied she would be happy too.

Councilwoman Welch continued her statement: "I'd already been targeted by the Councilmember, but he proved his invective conceit to diminish additional victims. It seems our compromise did nothing to calm the waters, but merely served to emboldened our Council Member in his destructive shenanigans. Number Three: I have since talked with City employees, who feel powerless to challenge the bad behaviors of a Council Member. It has come to my attention that incidents of employee's intimidation and inappropriate remarks had also occurred with a past member of the City Council. This convinced me this ordinance was not about one person but about preserving the integrity of our elective office and protecting the public and our employees from crude and hurtful behavior. The Nebraska Legislature created the statute related to this ordinance in 1994 for this exact scenario. The statute has never been revised or removed since that

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time. It is there for a purpose. At the time of our last vote, I had hoped we could avoid this more severe wording. But I am reminded, that this Council Member, did not pay his election fines owed the State of Nebraska until the Legislature created a statutory requirement to pay.

Councilman Shannon interrupted Councilwoman Welch's statement stating Councilwoman Welch's comments have no bearing on what is being presented, and is pure inappropriate. Ms. Robbins paused the meeting to take a look at City Code. She questioned Councilman Shannon if there was a particular item, he was looking at regarding Councilwoman Welch's statement. Councilman Shannon replied in the Code of Conduct you cannot make personal attacks on people and what Councilwoman Welch is talking about is not relevant to the item on the agenda.

Ms. Robbins explained to Mr. Shannon under City Code 2-62 he can do a Point of Order, which he has done. At this time, the City Code states the presiding officer shall determine all Points of Order, subject to the right of any Councilman to appeal to the Council. If any appeal is taken, the question shall be "Shall the decision of the providing presiding officer be sustained. The majority vote shall conclusively determine such question of order". Ms. Robbins explained she would like Mayor Hike to determine the Point of Order, whether or not he believes it is any violation. Then the Council Members can vote. A majority vote will determine the question of order. She questioned Councilman Shannon if that is his understanding of the City Code. Councilman Shannon replied that is correct. Ms. Robbins requested Mayor Hike to state his position on the Point of Order, then there will be a vote, if challenged.

Mayor Hike advised since there have been public accusations made in the public, he will let Councilwoman Welch finish her statement. Councilman Shannon challenged the Mayor decision and called for a vote. He advised Councilwoman Welch is talking about fines assessed in 2003. Ms. Robbins asked Councilman Shannon if he would like to hear her opinion. Councilman Shannon replied go ahead. Ms. Robbins explained, her opinion is, this is connected to the reason Councilwoman Welch brought the motion to reconsider. It is something she's considering, and what she can consider pursuant to Robert's Rules of Order. Ms. Robbins commented this is what changed Councilwoman Welch's mind or adds into the total totality of circumstances of why she changed her mind.

Ms. Robbins advised Councilman Shannon has appealed the Mayor's decision to allow Councilwoman Welch to continue. There needs to be a vote on whether or not there is a Point of Order violation. If it is a vote yes, it is a Point of Order violation, and Councilwoman Welch will stop reading her statement. If the vote is no, then Councilwoman Welch will be allowed to continue.

Councilman Cook commented if Councilwoman Welch is stating a fact that has occurred, it should not be considered an allegation. Ms. Robbins took a pause to review Policy Resolution No. 35.

Ms. Robbins explained Policy Resolution No. 35, which was adopted December 3, 2019, states that you cannot make statements that involve personal or slanderous attacks on individuals. She stated she agrees with Councilman Cook's statement if it is a factual presentation, it is not a personal attack. Policy Resolution No. 35 also states there should be no vulgar, threatening, abusive, or disparaging language, no inappropriate sexual behavior remarks, racial or ethnic slurs. Ms. Robbins stated these do not apply. Councilman Shannon commented disparaging would fit. Ms. Robbins replied she feels disparaging would not fit if facts are stated. She advised it is up to the City Council to determine whether there's been a Point of Order violation. The City Council Members know what the City Code and policies are. She recommended the City Council vote at this time. As a collective body, they can determine whether or not to proceed.

Councilman Shannon clarified the vote will be on to sustain the Mayor's call. Ms. Robbins replied that is correct. She apologized if she misstated. She explained if the vote is yes, the Council is voting there is no Point of Order violation. Voting no, would mean there is a Point of Order violation. Councilman Cook clarified a yes vote would mean the statement by Councilwoman Welch continues. Ms. Robbins replied yes.

Councilwoman Welch requested clarification on the vote. Ms. Robbins explained a vote yes would mean the Council is in agreement with the Mayor's position that is not a Point of Order violation. A vote yes would allow Councilwoman Welch to continue reading her statement. A vote no is to end Councilwoman Welch's statement where she left off.

Councilwoman Welch requested clarification if she should vote. Ms. Robbins replied her advice is for her to abstain from voting.

A vote occurred on Councilman Shannon's challenge on the Mayor's position there was no Point of Order violation, and to allow Councilwoman Welch to continue to read her statement.

Roll call vote on Councilman Shannon's challenge was as follows: Voting yes: Stinson, Cook, Preister, and Burns. Voting no: Shannon. Abstain: Welch. Motion carried.

Councilwoman Welch continued her statement: "As elected officials we're held to a higher standard. We take an oath. Some honor the oath to do the best we can to represent our community, but power can also be used to abuse others. We want to remember that we are here to serve our citizens, to protect a safe work environment for City employees and to promote forward progress for Bellevue. I want to restore civility to or public life and Bellevue, restore pride in our community, and reduce the consistent embarrassment inflicted on Bellevue, by the antics we have continued to endure".

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Ms. Robbins stated procedurally there is a motion to reconsider by Welch, a second by Preister. A vote yes is to reconsider the motion, going back to the original Ordinance No. 3978, prior to Councilman Cook's and Councilman Burn's amendments. A vote yes will be to reconsider Ordinance No. 3978, a vote no is to not reconsider and the ordinance would stand as voted at the last meeting.

Roll call vote on the motion to reconsider Ordinance No. 3978 and to re-vote regarding amendments to Ordinance No. 3978 & Ordinance No. 3978 as it pertains to removing the "removal" from office language throughout such ordinance was as follows: Voting yes: Cook, Preister, and Welch. Voting no: Stinson, Shannon, and Burns. Mayor Hike voted yes breaking the tie vote. Motion carried.

Ms. Robbins advised procedurally a motion would need to be made to approve Ordinance No. 3978. Then subsequent amendments could be made, if they are placed on the table.

Motion was made by Cook, seconded by Preister, to approve Ordinance No. 3978.

Motion was made by Cook, seconded by Preister, to amend Ordinance No. 3978 to include removal from task force and Council President.

Councilwoman Welch requested clarification on the vote. Ms. Robbins explained a yes vote would only be on the amendments to include removal from task force and Council President. A no vote means the amendments would not be added to the ordinance.

Roll call vote on the motion to amend Ordinance No. 3978 to include removal from task force and Council President was as follows: Stinson, Cook, Shannon, Preister, Burns and Welch voted yes; voting no: none. Motion carried.

Ms. Robbins explained procedurally if Councilman Burns wants to make his motion or anyone else on the Council wants to make amendments, they would need to vote on those. Otherwise, the vote would be on the original motion made by Councilman Cook, seconded by Councilman Preister.

Motion made by Cook that an amendment for the removal on an elected official is brought back into the ordinance. Ms. Robbins explained a motion does not need to be made to include the removal. She advised the original ordinance they are voting on includes this language. Only the amendments to include removal from task force and Council President is included in the ordinance.

Motion made by Shannon, to strip Ordinance No. 3978 of removal language. There was no second to the motion, therefore the motion died to a lack of second.

Councilman Shannon mentioned there is agreement that, Robert's Rules reserves discipline to the City Council. That's why the ordinance has been changed, so discipline is contained in City Council. Ms. Robbins commented in Ordinance No. 3978, discipline would only be by the vote of the City Council as outlined. The City Administrator would have no role. Councilman Shannon clarified the City has no role, whatsoever. This is a function of the City Council. Ms. Robbins replied that is correct, minus the questioning from the City Attorney and the initial acceptance of the complaint by the City Clerk. The votes for any discipline, whether it is a reprimand or removal, would be decided on fully by the City Council.

Councilman Shannon stated the State Statute being cited grants power to the city. Ms. Robbins responded it states a city of the first class may by ordinance, adopt an ordinance for removal of an elected official. Councilman Shannon commented he would like an exact reading of first sentence of the statute. Ms. Robbins referred to Nebraska Revised State Statute 16-217: "A city of the first class by ordinance may provide for the removal of elective officers of the city for misconduct".

Councilman Preister requested clarification the ordinance still contains a unanimous or a five-vote requirement, with the offending person not voting. Ms. Robbins replied that is correct. She explained any written reprimand, loss of seniority, and removal from task force, would be a majority vote. The removal from office is a unanimous vote from everybody except for the accused party. That party would abstain from the vote and it would have to be a unanimous vote from the rest of the Council in order to remove an elected official.

Councilwoman Welch requested clarification on the votes. Ms. Robbins advised a yes vote would be to approve Ordinance No. 3978 previously written, prior to the amendments on December 3rd. The ordinance would include everything, including removal from office, the approved amendments to add task force and Council President that was voted on this evening. A vote yes would be to adopt the ordinance with the removal from office still included. A vote no is against the ordinance as written.

Roll call vote on the motion to approve Ordinance No. 3978 was as follows: Voting yes: Cook, Preister, and Welch. Voting no: Stinson, Shannon, and Burns. Mayor Hike broke the tie with a yes vote. Motion carried.

Approve and authorize the Mayor to sign the Release and Settlement Agreement regarding the retirement of Police Chief Mark Elbert. (City Administrator)

Motion by Burns, seconded by Welch, to approve and authorize the Mayor to sign the Release and

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Settlement Agreement regarding the retirement of Police Chief Mark Elbert.

Councilman Shannon stated he is troubled by this item.

Councilman Burns suggested going into Closed Session to discuss the item.

Motion was made by Shannon, seconded by Burns, to adjourn into closed session, for the protection of the public interest, at 7:11 p.m. for discussion on items 16k. and 16l. 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 Roberts, Para-legal Tahnee King, and Ashley Decker.

Motion was made by Stinson, seconded by Burns, to adjourn from closed session and reconvene into regular session at 7:42 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.

Councilman Shannon requested Ms. Robbins to disclose items, she feels are appropriate, that were discussed in closed session for the public and the press. Ms. Robbins replied pursuant to the amendment in the city ordinance adopted December 3rd, there would need to be a motion and a second, with a majority vote, to disclose the conversation.

Motion was made by Shannon to have Ms. Robbins disclose items discussed in closed session. There was no second to the motion, therefore the motion died to a lack of second.

Motion was made by Cook, seconded by Shannon, to open Items 16k and 16l for public hearing. Roll call vote on the motion was as follows: Voting yes: Stinson, Cook, Shannon, Preister, and Welch. Voting no: Burns. Motion carried.

Mayor Hike opened the meeting to a public hearing to give opportunity for individuals to speak in favor of or in opposition of Items 16k. and 16l.

Mr. Michael Wills stated his concerns are not with Chief Elbert retiring. His concern is with where the money is coming from for the Community Development Director Position and if it was a budgeted position. He inquired if this is a new position, if the position was made available to the public, and what the job description is. He mentioned the City has not filled the Parks Director position or the Cemetery Director, if we can't afford these positions, how can we afford this position.

Mr. Ristow explained the money is in the budget and is a budgeted position. The Planning Department was reorganized, which opened up funds. This position was identified in the Strategic Planning meeting earlier in the year. The position was advertised and open to the public in the summer. Six candidates applied and three candidates qualified for the position. Chief Elbert scored the highest out of all of the candidates. Mr. Ristow advised this position will oversee the Permits and Inspections Department, Planning Department, and Code Enforcement. The position will also oversee economic development in the City. Discussion took place on the overseeing of the Parks Department and Cemetery.

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.

Roll call vote on the motion was as follows: Voting yes: Stinson, Preister, Burns and Welch Voting no: Cook and Shannon. Motion carried.

Approve and authorize the Mayor to sign the Employment Agreement, with Mark Elbert, for the Community Development Director Position. (City Administrator)

Motion was made by Preister, seconded by Welch, to approve and authorize the Mayor to sign the Employment Agreement, with Mark Elbert, for the Community Development Director Position. Roll call vote on the motion was as follows: Voting yes: Stinson, Preister, Burns and Welch Voting no: Cook and Shannon. Motion carried.

ADMINISTRATION REPORTS:

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

CLOSED SESSION: None

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Shannon, seconded by Welch, the meeting adjourned at 7: 57 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.

MINUTE RECORD

Bellevue City Council Meeting, December 17, 2019, Page 7


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 December 17, 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, December 19, 2019, Page 1

The Bellevue Planning Commission held a regular meeting on Thursday, December 19, 2019 at 7:00 p.m. in the Bellevue City Council Chambers. Upon roll call, present were Commissioners Casey, Perrin, Cain, Aerni, Ritz, Ackley, Hankins, Cutsforth, and Jacobson. Also present were Tammi Palm, Planning Department Manager, and Angela Curry, Assistant Planning Manager.

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

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

Motion was made by Casey, seconded by Jacobson, to approve the minutes of the November 21, 2019 regular meeting as presented. Upon roll call, Casey, Perrin, Cain, Aerni, Ritz, Hankins, Cutsforth and Jacobson voted yes. Ackley abstained. Motion carried.

Ritz asked if there were any updates or additions to staff reports. Palm advised there were no updates or additions.

Motion was made by Cutsforth, 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 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22 feet of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155 feet, and part of Lot 10B1, except the South 30 feet, Fair Hill Addition, from AG, RE and RS-84 to RE and RS-84 for the purpose of existing Single Family Residential; and Small Subdivision Plat Lots 1 and 2, Whispering Timber Estates Replat 6. Applicants: Nick Brim and Megan Crain. Location: 1606 Camp Gifford Road. Case #: Z-1911-07, S-1911-10.

Nick Brim, 1508 Camp Gifford Rd, Bellevue, NE, explained the details of his request. Mr. Brim stated he purchased his home with a storage shed; however, the shed is not presently on his property. The purpose of this request is so his storage shed will be on his property.

Todd Santoro, 1606 Camp Gifford Rd, Bellevue, NE, was in attendance to answer questions.

Rodney Easton, 1320 Camp Gifford Rd, Bellevue, NE, stated he is opposed to the request because he does not want to give up the wilderness area behind his home. He said he "asked the City of Bellevue if he could purchase part of the land and was told no, so he doesn't understand why it was sold to Santoro." Easton stated he knew it was not the plan right now to build houses or apartments, but once it's zoned residential it could be sold to a developer who will build houses behind him instead of having a beautiful wilderness area. He wants it to remain as is.

Charles Reyer, 809 Moore Dr, Bellevue, NE, expressed concerns of losing the wilderness area. He said it is a natural corridor for deer and other wildlife and he cannot imagine having houses built there.

Dave Koukol, 1313 Camp Gifford Rd, Bellevue, NE, felt the materials he received were not adequate to determine the details of the request. He asked the owner or Planning Department to explain what areas the land owners owned and what areas will be affected by the request. Palm showed a GIS map of the area displaying Brim's property and the shed that currently sits on Santoro's property. She stated Santoro has agreed to sell Brim the property where his storage shed currently sits. Palm stated the area is made up of a number of different lots currently owned by Santoro. Palm said in order to facilitate the platting and move property line, there has to be consistent zoning to create lots that conform to our current regulations. The lots currently zoned AG are non-conforming lots, so Santoro will combine all the lots including the one with his home, making it one lot with a RE zoning. The proposed zoning will allow for one single family residence. Brim's lot will be zoned RS-84, which is the current zoning in the surrounding area. Koukol asked how Santoro came to acquire the lots from the City of Bellevue. Palm stated property and sales are handled by Administration and the Public Works Departments. Koukol asked what assurances the Planning Commission could provide that there will be no development on this property. Palm said the current regulations for each zoning district allow for one principal structure on each lot; which at this time already exist. The current zoning regulations that were adopted in 2011 do not allow duplexes or homes to be built on the other portions of the property. Koukol asked what

MINUTE RECORD

Bellevue Planning Commission Meeting, December 19, 2019, Page 2

would prevent the applicant from selling a portion of the land that's being changed. Palm explained the applicant would be required to replat, rezone, and go through the same public hearing and notification process; including a legal ad, notifying property owners within 300 feet, and posting a sign. Palm stated the lots are land locked and would be difficult to develop due to lack of access.

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

Santoro stated they were disappointed with how the City of Bellevue was taking care of the property so they purchased it from the City in February. Santoro stated none of the property being discussed will ever be sold for development or be anything other than what it is now. He said the property was purchased purely to make it better, and they are in the process of turning a portion of it into a natural prairie. The purpose of the request is to sell a portion of the property to Brim and not for development.

Aerni asked why lot 2A1 was not included. Palm stated the applicant did not include this lot, and staff didn't request it be included. Aerni asked if a single family dwelling is allowed on a lot zoned AG. Palm stated a single family dwelling and large outbuildings are allowed on a legal non-conforming AG lot.

MOTION was made by Jacobson, seconded by Hankins to recommend APPROVAL of a request to rezone Lots 1 and 2, Whispering Timber Estates Replat 6, being a replat of Lots 103A, 103B, 124A, the West 22 feet of Lot 127, and Lot 128, Whispering Timber Estates; Lots 6, part of Lot 7B, 8A2A, part of Lot 9 except the South 155 feet, and part of Lot 10B1, except the South 30 feet, Fair Hill Addition, from AG, RE and RS-84 to RE and RS-84 for the purpose of existing Single Family Residential; and Small Subdivision Plat Lots 1 and 2, Whispering Timber Estates Replat 6. APPROVAL of the application based upon conformance with the zoning ordinance, subdivision regulations, and lack of perceived negative impact to the surrounding area. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON February 4, 2020.

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: Fort Crook Rd and Grenoble Dr. Case #: Z-1906-05.

Kyle Haase with E & A Consulting Group, 10909 Mill Valley Rd, Omaha, NE, was present on behalf of the applicant. Haase stated the property is 11.8 acres, currently zoned RG-28, and vacant. To the north of this property is BGH zoning which includes self-storage, to the east is RG-28-PS which is duplex residential, to the South is agricultural land, and to the west is Highway 75 right-of-way. Haase stated they are currently requesting to rezone from RG-28 to RG-28-PS because RG-28 only allows for one building per lot. The developer's desire is to build eight two-story buildings which would better fit the neighborhood. The site would house seventy-five units and a club house. The RG-28-PS zoning matches the zoning to the east, and is consistent with the City of Bellevue's Future Land Use Map which calls for multi-family residential. Haase stated he met with approximately 30 neighbors at Life Spring Church on July 22, 2019, and also heard from neighbors at the July 25, 2019 Planning Commission meeting. Neighbor concerns included building aesthetics, the retention of the existing trees on the east property line, limited access, and traffic. Haase said the previous design had a two road layout with the parking lot and club house in the middle. He said the request was continued at the July 25, 2019 Planning Commission meeting to try and address the neighbors' comments and concerns. Haase showed examples of the club house, buildings, and interior design. He presented an updated site plan showing a change in layout to include a reduction in roads to pull the building back from the east property line, so as to save some of the trees and create a buffer between the apartment buildings and the existing residents. The club house has been moved to the middle of the site to allow for a play area for the children. Haase stated they met and had several phone calls regarding the one access point. They were informed by the Nebraska Department of Transportation (NDOT) Highway 75 has been reclassified as an express way and for safety and design standards they were no longer able to have direct access to Highway 75. Haase said he understands the City of Bellevue is trying to find development to the south, and if that occurs they would like to include access down to Highway 34. This will provide the secondary access point for the neighbors and the development.

Rusty Snow, Summit Housing Group, 283 W Front St, Missoula, MT, was present to speak on behalf of the applicant. Snow stated they are an apartment-only based development company with most of the developments being built with some sort of federal funds. Snow explained they will not be using their own management or construction companies for the project; they will be using NP Dodge to

MINUTE RECORD

Bellevue Planning Commission Meeting, December 19, 2019, Page 3

manage the project, and will be hiring a local contractors for the build. Each building will have three and four bedroom units with different income ranges. Snow stated they feel this location is a great fit for the project and it will be a family-oriented community.

Dennis Ryan, 841 Bordeaux Ave, Bellevue, NE, stated he is Chairman of SID 67 and is in favor of the development if a second access is constructed through to Highway 34. Ryan expressed concerns with the construction of the project stating there will be semis with construction material, school buses, local residents coming and going to work, and this will cause a great deal of congestion and safety concerns. Ryan stated the SID would be willing to issue bonds to help with the cost of creating a second access out of the neighborhood. Ryan stated there have been issues with emergency vehicles accessing the neighborhood in the past because the south entrance is gated and locked.

Jared Bilotft, 14918 Bordeaux Ave, Bellevue, NE, stated he is opposed to the development because the State Fire Marshall code requires two routes of egress per every five hundred people and the current conditions are one access with over nine hundred people. Bilotft said "the apartments do not fit with the neighborhood and they do not need a builder from Missoula, Mt. running a Section 8 low-income housing development so, further development should be closed until a second access is created."

Matt Ramsey, 822 Bordeaux Ave, Bellevue, NE, stated he is a member of the SID 67 Board, but was not representing the SID. Ramsey said the site does not meet the second exit standards of the International Fire Code and no additional construction should be made in this area until the second egress location is established. Ramsey said with future development to the south, an access road parallel to Highway 75 would put a road in the middle of a residential area and would stifle any further development south of this site.

Marilyn McLaughlin, 15012 Normandy Blvd, Bellevue, NE, asked how many parking spots the site will have. McLaughlin said she was concerned there will not be enough parking and residents of the apartment complex will park on Normandy Blvd and walk between houses to get to their apartment. Palm stated the proposed site plan shows one hundred and fifty two surface parking stalls which is the minimum requirement. McLaughlin stated the congestion on Fairview and Ft Crook Rd is already horrible in the morning and she feels that someone from another state should not be able to make a decision that affects an entire housing community. McLaughlin asked if there would be multiple families living in the units. Ritz said the applicant would answer questions when the public hearing was closed.

David Aderemi, 14914 Bordeaux Ave, Bellevue, NE, stated he was an SID board member and is completely against the development due to the one access point.

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

Snow explained compliance requirements of the program used to build the apartments. Snow stated there is an annual audit conducted by Nebraska Investment Finance Authority (NIFA) to assure they remain in compliance; having multiple families in one unit would be a violation. Snow explained the parking spaces meet Bellevue zoning standards. Haase stated the second access point to Normandy is a locked gate and is considered by the State of Nebraska to be an emergency access point with break-away conditions for emergency vehicles.

Jacobson stated he appreciated the public interest and the applicant's willingness to work with the public on this project. Jacobson asked staff if the lot had been zoned RG-28 since the 1970's. Palm stated the zoning could be traced back to 1985 but she could not trace the zoning beyond that time because Normandy Hills was originally platted and approved under Sarpy County's jurisdiction. She has not been able to obtain the original file from Sarpy County.

Jacobson asked the applicant to give some detail on their construction technic. Snow stated the construction sequence would be hard surface road first, so parking and staging could be done on site, and then begin putting in foundations, with the next step being framers, etc.

Cutsforth stated there is a great need in the City of Bellevue and Sarpy County for affordable housing and the spring flood exasperated that need. Cutsforth asked staff if information was available regarding potential development that would provide the secondary access. Palm stated she could not share any information publicly at this point but development is being actively pursued. The second access will be a priority as the City pursues development.

MINUTE RECORD

Bellevue Planning Commission Meeting, December 19, 2019, Page 4

Jacobson asked if staff had any information regarding the intersection at Fairview Road and Fort Crook Road South. Palm stated it is currently County and State right-of-way and is being monitored by them.

Casey asked the applicant for a timeline on completion of this project. Snow stated the typical construction period for this type of project is twelve to sixteen months. Casey asked Snow if they would still be interested in this project two years from now when the access road might be completed. Snow said no, due to the tax credits they receive they have to follow a timeframe based on IRS Regulations.

Cain said "it's ironic the State is ignoring the residents of that area by not helping them find another access point to their properties." Cain stated she is bothered by the lack of importance the State has for the residents of this area and feels they should look for elected representatives in those areas and consider who to contact and who to vote for. Palm clarified the State's legal opinion is there are two access points to the subdivision; one being an emergency access.

Jacobson stated this is not the only area with the problem of one access. He sympathizes with the residents but the specific question to be addressed is zoning.

MOTION was made by Jacobson, seconded by Cutsforth to re-open the public hearing. Ritz re-opened the public hearing.

Ramsey stated the 2012 International Fire Code adopted by the City of Bellevue requires the second access road.

Ryan said "the City has adopted the Fire Code and it requires any subdivision with more than thirty homes to have two access points. The second access is for emergency vehicles only, which causes a lot of concern."

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

Ritz expressed his concerns for the one access point, and said once the annexation is resolved there will be a City Councilman who will represent Normandy Hills with this issue. He stated we must focus on the question at hand which is changing zoning from RG-28 to RG28-PS to allow for a change in design of the building. If the Commission denied the request it would not stop the development, it would only change the shape of it. When the developer makes application for permits they will have to be in compliance with all of the codes Bellevue has adopted.

MOTION was made by Jacobson, seconded by Aerni to recommend APPROVAL of a request to rezone Lot 2, Twin Valley Church Replat 1 Addition, from RG-28 to RG-28-PS for the purpose of Multi Family Residential Development, with site plan approval. Applicant: Encompass Design Inc. General Location: Fort Crook Rd and Grenoble Dr. Case #: Z-1906-05. APPROVAL based upon conformance with Section 5.17.03, Zoning Ordinance: 1) The proposed modification of the primary district regulations as to platting of lots and space limits will be in the public interest and in harmony with the purpose of this ordinance, and will not adversely affect nearby properties; or 2) The configuration, topography, vegetation, drainage, or other natural feature of the parcel can best be preserved by application of the Planned Subdivision District classification; or 3) The owner will utilize new and innovation planning methods to develop a subdivision of sound character and in the public interest, and the planned subdivision will be superior to a conventional subdivision; or 4) The request for PS, Planned Subdivision District classification not solely for purposes of convenience, profit, or caprice. APPROVAL also based upon conformance with the Zoning Ordinance and Comprehensive Plan, as well as minimal impact to the surrounding neighborhood. Upon roll call, all present voted yes. MOTION carried unanimously.

This item will proceed to City Council for PUBLIC HEARING ON February 4, 2020.

Meeting adjourned at 8:35 p.m.



Dianna Van Horn
Planning Secretary

MINUTE RECORD

CLAIMS FOR JANUARY 21, 2020

PAGE 1

MAYOR

ICSC CONFERENCE	CPS-RECON CONFERENCE	630.00
		<u>\$ 630.00</u>

CITY ADMINISTRATOR

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	107.48
ICSC CONFERENCE	CPS-RECON CONFERENCE	630.00
		<u>\$ 737.48</u>

LEGAL SERVICES

BREE ROBBINS	REIMB FOR TRAINING COURSE	150.00
JIMMY JOHNS	CPS-FOOD FOR DEPOSITION RECORDING	120.74
SARPY COUNTY COURT	CLAIMS	34.00
SARPY COUNTY SHERIFF'S OFFICE	CIVIL PROCESS COLLECTION	80.65
TAHNEE KING	REIMB MEMBERSHIP DUES 2020	150.00
WALMART COMMUNITY	CPS-FOOD FOR DEPOSITION RECORDING	26.30
		<u>\$ 561.69</u>

CABLE ADVISORY

AMERICAN SOCIETY OF COMPOSERS	SPECIAL EVENTS MUSIC	725.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	91.36
		<u>\$ 816.36</u>

CITY CLERK

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	80.61
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	50.78
SARPY COUNTY ELECTION OFFICE	SID 215-ELECTION EXPENSES	493.32
SPARQDATA SOLUTIONS	RENEW SUBSCRIPTION TO MAR 2021	4,100.00
		<u>\$ 4,724.71</u>

FINANCE/RISK MANAGEMENT

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	139.73
INDOFF	OFFICE SUPPLIES	88.14
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
THE CURE	FIRST AIDS SUPPLIES-LIBRARY	68.99
		<u>\$ 326.86</u>

LIBRARY

ABE BOOK.COM	CPS-BOOKS	140.07
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	315.44
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	140.94
CENGAGE LEARNING, INC	BOOKS	134.35
CENTER POINT LARGE PRINT	BOOKS	61.49
COMMERCIAL SOLUTIONS	NOTARY BOND	40.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-12-24	107.39
INDOFF	OFFICE SUPPLIES	572.99
INGRAM LIBRARY SERVICES	BOOKS	2,151.51
KAPCO	BOOK COVERS	140.24
LIBRARY IDEAS	BOOKS	1,892.50
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	14.31

CLAIMS FOR JANUARY 21, 2020

PAGE 2

LIBRARY (cont'd)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-6	109.50
MICHELLE BULLOCK	REIMB FOR HOLIDAY CRAFTS	118.70
NEBRASKA LIBRARY ASSOCIATION	MEMBERHIPS DUES-15 MEMBERS	720.00
NEOFUNDS BY NEOPOST	REFILL POSTAGE	2,051.13
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-12-26	1,575.06
RUFF WATERS	AQUARIUM MAINTENANCE	135.01
SECRETARY OF STATE	NOTARY FEE-SHIMEL	30.00
		\$ 10,450.63

ADMINISTRATIVE SERVICES

AMAZON.COM, LLC	CPS-EMPLOYEES CHRISTMAS APPRECIATION	147.26
BAUDVILLE, INC	CERTIFICATE BUNDLE W/COVERS	141.90
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	118.23
CARHARTT, INC	UNIFORM PER CONTRACT	80.49
DILLONS CUSTOMER CHARGES	CPS-EMPLOYEES CHRISTMAS APPRECIATION	107.24
DOLLAR TREE	CPS-EMPLOYEES CHRISTMAS APPRECIATION	32.10
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
KHOLL'S PHARMACY & HOMECARE	CPS-EMPLOYEES CHRISTMAS APPRECIATION	286.37
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	108.58
SAM'S CLUB DIRECT	CPS-EMPLOYEES CHRISTMAS APPRECIATION	581.69
		\$ 1,633.86

PUBLIC WORKS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	129.85
CORNHUSKER AUTO WASH	FULL SERVICE CAR WASHES	100.92
E&A CONSULTING GROUP	ANNEXED SIDS- MAINTENANCE, STREET PAVING	10,685.67
FELSBURG HOLT & ULLEVIG, INC	36TH ST DESIGN	53,193.45
HGM ASSOCIATES INC	2020 BRIDGE INSPECIONS	1,554.75
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	85.27
MICHELLE BULLOCK	REIMB FOR FURNITURE	80.25
MNJ TECHNOLOGIES PUBLIC SECTOR	CPS-REPLACE MODEM-FLOOD	593.00
ONE CALL CONCEPTS	SID 208 -LOCATES	5.77
SAM'S CLUB DIRECT	CPS-BOTTLED WATER	33.04
		\$ 66,461.97

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS	332.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	20.75
CARHARTT, INC	UNIFORM PER CONTRACT	325.33
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-12-24	363.42
HUGHES MULCH PRODUCTS	MULCH FOR PLAYGROUND	3,200.00
INFINITY CPA GROUP, LLC	SID 180-AUDIT	4,600.00
MENARDS	TUBING, POST MOUNT	109.01
NEWMAN SIGNS	PARK SIGNS FOR ANNEXED AREAS	328.91
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-12-26	3,640.73
PAPILLION SANITATION	CODE DUMPSTER	323.18
PRECISE MRM LLC	POOLED DATA PLAN	250.00
ROYAL LAWNS, INC	ANNEXED SIDS-MULCH AND SAND FOR PLAYGROUNDS	43,680.00
TY'S OUTDOOR POWER & SERVICE	REPLACE WINDOW	375.02
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	6.71
		\$ 57,555.06

MINUTE RECORD

CLAIMS FOR JANUARY 21, 2020

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RECREATION

COX BUSINESS SERVICES	MONTHLY SERVICE-2019-12-24	88.39
CONSTANT CONTACT	ADVERTISEMENT	378.00
DILLONS CUSTOMER CHARGES	SUPPLIES	45.00
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	105.52
		\$ 616.91

BUILDING MAINTENANCE

A-RELIEF SERVICES	HAND SANITIZER	101.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	2,417.53
CARHARTT, INC	UNIFORM PER CONTRACT	202.24
DAY ELECTRIC SERVICE, INC	REPAIR STREET LIGHT PIPES	917.10
DHHS, DIV OF PUBLIC HEALTH	CPS-RENEW LICENSES	230.00
HANKS SPECIALTIES, INC	CPS-STAIR NOSE, POWER TAPE	106.94
HILLYARD	JANITORIAL SUPPLIES	65.98
JACKSON SERVICES, INC	DOOR MAT SERVICE	98.57
KB BUILDING SERVICES	JANITORIAL SERVICES-JAN 2020	10,708.50
MENARDS	LUMBER, TOOLS, TREE BAGS, GLOVES, VALVES, BATTERIES	252.49
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-6	421.73
NEBRASKA STATE FIRE MARSHAL	ANNUAL ELEVATOR INSPECTIONS	240.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-12-26	1,542.17
PESTICIDE EDUCATION OFFICE	CPS-PESTICIDE EDUCATION	160.00
PLIBRICO REFRACTORY CONSTRUCTION	REPLACE TRANSFORMER	1,174.43
SECURITY EQUIPMENT	UPGRADE AMAG ON NEW PC	767.50
SOUTHERN CARLSON, INC	GRINDER, BATTERY PACK	401.20
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	419.62
TRICO MECHANICAL SERVICES	AC MAINENANCE-FOOD PANTRY	860.30
VOSS LIGHTING	JANITORIAL SUPPLIES	74.87
WALMART COMMUNITY	CPS-PRINTER	90.83
WESTLAKE ACE HARDWARE	TOOLS, BATTERIES, PAINT SUPPLIES	203.79
		\$ 21,456.79

CEMETERY

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	20.75
CARHARTT, INC	UNIFORM PER CONTRACT	538.13
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-12-24	83.39
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-6	89.80
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-12-26	815.85
THE SCHEMMER ASSOCIATES	CEMETERY LAYOUT	875.00
		\$ 2,422.92

STREETS

ALFRED BENESCH & COMPANY	2020 RESURFACING PROJECT, FORT CROOK STUDY	24,588.33
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	823.08
CARHARTT, INC	UNIFORM PER CONTRACT	3,596.93
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-12-24	274.17
FLATBED EXPRESS, INC	WEIGH TRUCK FOR CALIBRATION	90.00
HOME DEPOT CREDIT SERVICES	CPS-REPLACE AIR COMPRESSOR-FLOOD	299.90
INDEPENDENT SALT CO	ICE CONTROL SALT	4,872.38
K2 CONSTRUCTION	SO 25TH ST IMPROVEMENT	57,477.96
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	3,622.14
MENARDS	CONCRETE MIX, SUPPLIES	159.53

STREETS (cont'd)

METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-6	318.44
MID-AMERICAN SIGNAL	SMARTSENSOR TRAFFIC SIGNAL	4,437.00
MIDWEST RIGHT OF WAY SERVICES, INC	ROW ACQUISITION SERVICES #545	8,752.86
OMAHA PUBLIC POWER DISTRICT	ANNEXED SIDS MONTHLY SERVICE-2019-12-26	11,963.45
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-12-26	76,027.12
READY MIXED CONCRETE COMPANY	CONCRETE	5,154.27
RODNEY POST	REIMBURSE FOR CDL LICENSE	60.50
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	6.71
		\$ 202,524.77

FLEET MAINTENANCE

911 CUSTOM, LLC	MOUNT PACKAGE FOR COMPUTER IN CRUISER,	873.19
AA WHEEL & TRUCK SUPPLY, INC	BREAKAWAY SWITCH	6.94
ASPEN EQUIPMENT CO	ROD ASSEMBLY, SPRINGS, JAM NUTS	2,779.20
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BELT TENSIONER, THREADOCKER	971.80
BAUM HYDRAULICS CORP	BOLT FLANGE	123.88
BAXTER CHRYSLER DODGE JEEP	RADIATOR HOSE, THERMOSTAT, PARTS	495.64
BAXTER FORD	CIRCUIT BREAKER	16.80
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	789.67
BOBCAT OF OMAHA	GLASS AND SEAL	261.65
BUMPER & AUTO OF OMAHA	HEADLAMP	495.00
CARHARTT, INC	UNIFORM PER CONTRACT	359.47
CORNHUSKER INTERNATIONAL TRUCKS	FUEL TANK, STRAP, LINING. FILTERS, HOSES	2,243.48
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-12-24	107.39
CUMMINS SALES AND SERVICE	INJECTOR DOSER, HARDWARE KIT	463.07
DIGI-KEY CORP	CPS-PARTS	81.98
DULTMEIER SALES LLC	ELBOW, TUBING	49.85
FLEET PRIDE	D RINGS	176.40
INLAND TRUCK PARTS CO	AIR BRAKE HOSE, SLACK ADJUSTERS	196.20
INTERSTATE BATTERIES	BATTERIES	211.90
J & J SMALL ENGINE SERVICE	REPAIR KIT, THROTTLE CONTROL	77.29
JACKS UNIFORMS & EQUIPMENT	SWITCH FOR BOX LIGHT	104.95
JIM HAWK TRUCK TRAILERS	BRAKLEEN	156.00
KRIHA FLUID POWER CO	FITTINGS, ELBOWS. ADAPTERS	629.74
LOGAN CONTRACTORS SUPPLY	GAUGE, FUEL PUMP	363.36
MACQUEEN EQUIPMENT, LLC	SWEEPER PARTS	5,922.71
MATHESON TRI-GAS INC	REPAIR TORCHES	121.60
MENARDS	TAPE, PVC PIPE, TOUGH BOX	57.93
MICHAEL TODD & COMPANY	BATTERY CHARGER, LOG CHAINS	1,167.59
MID AMERICA CLEANING SYSTEMS, INC	PRESSUE WASHER HOSE	183.50
MOUSER ELECRONICS	CPS-CONNECTORS	54.19
MPH INDUSTRIES	CABLE ASSEMBLY AND BRACKETS	1,922.94
NAPA AUTO PARTS	IDLER PULLEY, FILTERS, FITTINGS. DRILL BITS, PARTS	437.35
NEBRASKA IOWA INDUSTRIAL FASTENERS	DRILL BITS, DRAWER, BLADES, WASHERS, NUTS	642.33
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-12-26	1,277.42
O'REILLY AUTOMOTIVE PARTS	GASKET, DOOR HANCLE, SEAL BEAM	71.44
SEAGRAVES FIRE APPARATUS, LLC	SEAT SLIDING TRACK	233.84
STATE STEEL	FLAT STEEL	285.63
SUPERIOR SIGNALS	HALOGEN BULBS	177.00
TOMASEK MACHINE SHOP	STAINLESS STEEL PIPE NIPPLES	315.00

MINUTE RECORD

CLAIMS FOR JANUARY 21, 2020

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FLEET MAINTENANCE (cont'd)

TOYNE, INC	CONNECTORS, GRAB RAIL	787.90
TRUCK CENTER COMPANIES	SENSOR KITS, FITTINGS, RELAYS	233.30
UPS STORE	MAILING CHARGES TO REBUILD PISTON	418.12
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	41.70
WAYTEK, INC	CRIMPING TOOL, FUSES, CIRCUIT BREAKERS	1,027.09
WESTLAKE ACE HARDWARE	WELDING SUPPLIES	16.98
WICK'S STERLING TRUCKS	SWITCH	190.85
		\$ 27,621.26

PLANNING

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	116.87
J P COOKE COMPANY	NAME PLATES	80.65
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	139.21
SUBURBAN NEWS ADV	NOTICE OF HEARING	18.17
		\$ 354.90

PERMITS & INSPECTIONS

BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	155.82
CARHARTT, INC	UNIFORM PER CONTRACT	129.45
INDOFF	OFFICE SUPPLIES	40.44
		\$ 325.71

POLICE/CODE ENFORCEMENT

ENTERPRISE FM TRUST	DEA VEHICLE LEASE	521.58
88 TACTICAL GROUP INC	CPS-TRAINING	650.00
ACTION SIGNS	INSTALL GRAPHICS ON CRUISER	150.00
AMERICAN AIR LINES	CPS-TRAVEL FOR TRAINING	358.00
BELLEVUE FORT CROOK, LC	RENT FOR K9 BUILDING-FEB 2020	1,200.00
BIL-DEN GLASS	LOT CLOSURE ARM REPAIR	182.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	2,731.52
BLUE TO GOLD LAW ENFORCEMENT	CPS-TRAINING	1,047.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	300.20
CITY TREASURER	RANGE USE	180.00
CLAIMANT	MEDIATION SETTLEMENYT	125,000.00
COUNTRY INNS & SUITES-IOWA	CPS-LODGING FOR TRAINING	215.04
COURTYARD MARRIOTT-TX	CPS-LODGING FOR TRAINING	922.38
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-12-24	83.39
DAY ELECTRIC SERVICE, INC	REPAIR OUTLET IN LOCKERS	180.00
DON'S PIONEER UNIFORMS	UNIFORM ITEMS	1,673.78
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	150.00
ECONOMY BOOKINGS	CPS-LODGING FOR TRAINING	151.90
FARIFIELD INN & SUITES	CPS-LODGING FOR TRAINING	1,290.24
FBI NATIONAL ACADEMY ASSOCIATES, INC	MEMBERSHIP DUES 2020	125.00
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	350.00
HAMPTON INNS, KANSAS CITY	CPS-LODGING FOR TRAINING	311.70
HOLIDAY INN CENTRE-SO DAKOTA	CPS-LODGING FOR TRAINING	392.00
INFOSAFE SHREDDING	SHREDDING SERVICE	150.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	109.76
JOE MILOS	REIMB TRAINING EXPENSES	127.50
KUSTOM SIGNALS	RADAR REPAIR EQUIPMENT	479.50
LP POLICE	MONTHLY LOCATE PLAN-DEC 2019	129.95
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	590.39
MENARDS	MULTIVEL WORKSHOP	99.98
MID-STATES ORGANIZED CRIME	DEPARTMENT MEMBERSHIP 2020	250.00

CLAIMS FOR JANUARY 21, 2020**PAGE 6****POLICE/CODE ENFORCEMENT (cont'd)**

MIKE BRAZDA	REIMB TRAINING EXPENSES	127.50
NEBRASKA LAW ENFORCEMENT TRAINING	CPS-LODGING FOR TRAINING	750.00
NU CTR PUBLIC SAFETY 1	CPS-TRAINING	1,050.00
PLIBRICO REFRACTORY CONSTRUCTION	NO HEAT 1510 WALL ST	377.54
RALLY POINT	CPS-TRAINING	249.00
RAPID GRAPHICS	GRAPHICS FOR MOTORCYCLES	540.11
THE CKT GROUP	CPS-TRAINING	900.00
U.S. CELLULAR	MONTHLY SERVICE	118.63
UNITED AIR LINES	CPS-TRAVEL FOR TRAINING	1,731.90
V & V MANUFACTURING	WALLET BADGES	1,920.80
VERIZON WIRELESS	MONTHLY SERVICE	200.05
WATERSHED, INC	RAINGEAR PER CONTRACT	145.73
		\$ 148,214.07

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	263.30
AVI SYSTEMS	AVI SUPPORT AGREEMENT	1,300.00
BLACK HILLS NEBRASKA GAS UTILITY	MONTHLY SERVICE-2020-1-2	954.20
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,538.29
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-12-24	576.95
CREIGHTON EMS EDUCATION	CPR CARDS	192.00
EC DATA SYSTEMS, INC	CPS-SHARE OF FAX SERVER	7.95
ED M FELD EQUIPMENT CO	SCBA MAINTENANCE, MEDICAL SUPPLIES, CANISTER ADAPTER	7,443.00
GEHA	REIMBURSE 190867263300	162.72
GREAT PLAINS UNIFORMS	UNIFORM ITEMS	307.00
J P COOKE COMPANY	CPS-NOTARY STAMP-ADDISON	43.85
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	399.53
MATHESON TRI-GAS INC	METHANE AIR	36.51
MENARDS	TV TILT, BOLT, USB ADAPTER, SUPPLIES	214.80
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2020-1-6	1,475.19
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-12-26	7,070.65
OPTUM RECOVERY SERVICES	REIMBURSE 13404253	468.71
POLICE BIKE STORE	MEDI BIKE	3,909.87
SECURITY EQUIPMENT	LABOR FOR DOOR MAINTENANCE-DIST 3	235.50
SHOPCPR	CPS-BASIC LIFE SUPPORT MANUALS	205.47
TELEFLEX FUNDING LLC	MEDICAL SUPPLIES	1,345.50
U.S. CELLULAR	MONTHLY SERVICE-2019-12-10	479.70
WPS/TRICARE FOR LIFE	REIMBURSE 197480123	88.94
WPS-MAC J5 PART B	REIMBURSE 1N48AK5TY22	348.62
		\$ 32,068.25

NON-DEPARTMENTAL/CONTRACTS

AWERKAMP, GOODNIGHT, SCHWALLER &	SID 265 WILLIAMSBURG-AUDIT/BUDGET	2,000.00
B & W COMPANY, INC	SID 197-PAVEMENT MAINTENANCE	44,796.00
CM'S OUTDOOR SOLUTIONS GROUP	SID 171-MOWING, NOV 2019	206.00
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-12-24	430.81
CROKER, HUCK, KASHER, DeWITT	SID 286-SERVICES THRU NOV 2019	1,417.00
E&A CONSULTING GROUP	SID 186-OAKHURST-STREET REPAIRS	109.90
FARMERS NATIONAL COMPANY	SID 215-ALGAE TREATMENT	200.00
FARMERS NATIONAL COMPANY	SID 215-WATER TREATMENT	300.00
GEIS, INC	SID 215-REPAIR BARRICADE	850.00

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NON-DEPARTMENTAL/CONTRACTS (cont'd)

JACKSON COMPLETE CONCRETE	SID 215 OAKHURST-PAVEMENT REPAIR	7,811.37
KUEHL CAPITAL CORPORATION	SID 279-AUDIT PREPARATION	6,000.00
LENGEMANN & ASSOCIATES	SIDS-AUDIT PREPARATION	21,000.00
METRO AREA TRANSIT	MAT 2019-11, 2285 MILES	5,199.00
MONTAMARANO LANDSCAPING, INC	SID 215-TRASH PICK UP	283.00
NATURE'S HELPERS. INC	SID 215-SPRINKLER REPAIR	170.00
ONE CALL CONCEPTS	SID 177, 280 -LOCATES	22.30
PLATTEVIEW TURF, INC	SID 197-SNOW REMOVAL	650.00
PMAM CORPORATION	ALARM REGISTRATION-NOV 2019	1,768.00
SAM'S CLUB DIRECT	MEMBERSHIP DUES 2020	125.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-FEB 2020	13,406.75
SCOTT WELCH	MONTHLY WEB MAINTENANCE	125.00
SILVERSTONE GROUP, INC	2019 GASB68 POLICE PENSION ACTUARY	8,500.00
		\$ 115,370.13

INFORMATION TECHNOLOGY

BELLEVUE PRINTING COMPANY	BUSINESS CARDS	25.00
CARHARTT, INC	UNIFORM PER CONTRACT	83.98
CDWG GOVERNMENT	ZSCALER BUSINESS BUNDLE	12,763.24
CORE TECHNOLOGIES, INC	TELEPHONE MAINTENANCE	108.00
DELL MARKETING L.P.	CAMERA SERVER, COMPUTER	4,063.49
HOSTGATOR.COM	MONTHLY DOMAIN MAINTENANCE	59.95
MOTOROLA SOLUTIONS, INC	RADIO MAINTENANCE	6,847.42
ONE CALL CONCEPTS	LOCATES	8.85
TJ CABLE	LOCATES	200.00
		\$ 24,159.93

WASTEWATER

ACCUJET, LLC	ROBOT CUTTING TO REINSTALL SERVICE	1,252.47
CARHARTT, INC	UNIFORM PER CONTRACT	1,306.44
CITY OF OMAHA	SEWER FEES-OCT 2019	479,852.01
COX BUSINESS SERVICES	MONTHLY SERVICE-2019-12-24	83.39
INTERSTATE POWER SYSTEMS, INC	GENERATOR MAINTENANCE	279.08
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	39.16
NEUVIRTH CONSTRUCTION, INC	LIFT STATION AND FORCE MAIN	13,896.00
NMC GROUP, INC	SUCTION AND DISCHARGE HOSES	1,125.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY STREET LIGHTING-2019-12-26	2,709.29
USA BLUE BOOK	RUBBER BOOTS, SENSOR FOR GAS, STATION GUARD	1,371.13
		\$ 501,913.97

COMMUNITY DEVELOPMENT

ABBY HIGHLAND	CONSULTING EXPENSES-DEC 16-19, 2019	551.52
		\$ 551.52

FEDERAL FORFEITURES

VERIZON WIRELESS	MONTHLY SERVICE	335.12
		\$ 335.12

G.O. BONDS

FIRST NATIONAL BANK OF OMAHA -	BOND PAYMENT-SID 280-FNBO	55,347.50
FIRST NATIONAL BANK - FREMONT	BOND PAYMENT DTD 6-18-2008	450.00
		\$ 55,797.50

TOTAL CLAIMS FOR JANUARY 21, 2020 **\$ 1,277,632.37**

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CLAIMS FOR JANUARY 7, 2020

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MAYOR

CENTURY LINK	MONTHLY SERVICE-2019-12-22	13.89
		<u>\$ 13.89</u>

CITY ADMINISTRATOR

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	103.36
CENTURY LINK	MONTHLY SERVICE-2019-12-22	26.87
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	99.49
		<u>\$ 229.72</u>

CITY COUNCIL

DON PREISTER	REIMB FOR INTERNET SERVICE	83.55
		<u>\$ 83.55</u>

LEGAL SERVICES

BREE ROBBINS	REIMB FOR NEB GOV SERVICES	846.85
CENTURY LINK	MONTHLY SERVICE-2019-12-22	27.33
CROKER, HUCK, KASHER, DeWITT	SID 197 AND 208-LEGAL FEES	1,087.65
ERICKSON & SEDESTROM, PC	FEDERAL LAWSUIT	4,617.20
ERICKSON & SEDESTROM, PC	PROFESSIONAL SERVICES	211.50
NEBRASKA STATE BAR ASSOCIATION	2020 BAR DIRECTORY	40.00
PRENTISS GRANT, LLC	MEDIATION SERVICES	1,829.00
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	89.77
		<u>\$ 8,749.30</u>

CABLE ADVISORY

CENTURY LINK	MONTHLY SERVICE-2019-12-22	9.26
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	49.38
		<u>\$ 58.64</u>

CITY CLERK

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	44.75
CENTURY LINK	MONTHLY SERVICE-2019-12-22	13.89
REDFIELD & COMPANY	MINUTE RECORD PAPER	167.65
SARPY COUNTY ELECTION OFFICE	SID 215-ELECTION EXPENSES	493.32
SUBURBAN NEWS ADV	LEGAL AD	824.39
		<u>\$ 1,544.00</u>

FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES	177.18
BELLEVUE OPTICAL	SAFETY GLASSES-ZYMOLA	125.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	82.16
CENTURY LINK	MONTHLY SERVICE-2019-12-22	67.30
INDOFF	OFFICE SUPPLIES	923.49
PETTY CASH - FINANCE	RETURN LITIGATION FEES	50.00
RED WING BUSINESS ADVANTAGE	SAFETY BOOTS-NIEMIER	200.00
SEAN SCHRADER	REIMB FOR SAFETY BOOTS	142.37
THE CURE	VENTILATOR CARTRIDGES, GLASSES	158.00
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	54.42
		<u>\$ 1,979.92</u>

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LIBRARY

AMAZON.COM, LLC	VIDEOS, PROGRAM SUPPLIES, OFFICE SUPPLIES	692.50
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	158.33
CENGAGE LEARNING, INC	BOOK	506.13
CENTER POINT LARGE PRINT	BOOKS	85.08
CENTURY LINK	MONTHLY SERVICE-2019-12-22	46.30
DEMCO	SUPPLIES	147.70
INDOFF	OFFICE SUPPLIES	55.65
INGRAM LIBRARY SERVICES	BOOKS	2,922.33
MATRIX BUSINESS SYSTEMS	COPIER EXPENSE	11.77
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-5	112.71
OCLC INC	ON-LINE CATALOGING	1,357.52
PAPILLION TIMES	RENEW SUBSCRIPTION	190.15
PETTY CASH - FINANCE	REIMB LIBRARY	(0.01)
		<hr/>
		\$ 6,286.16

ADMINISTRATIVE SERVICES/PERSONNEL

APPLIED INFORMATION MANAGEMENT INSTITUTE	RENEW AIM CAREERLINK PROFESSIONAL PACKAGE	3,539.00
ASHLEY DECKER	EMPLOYEE APPRECIATION	363.74
CENTURY LINK	MONTHLY SERVICE-2019-12-22	64.70
IDEAL PURE WATER COMPANY	BOTTLED WATER	55.50
INDOFF	AWARD CERTIFICATES, SUPPLIES	178.87
INTEGRATED REHAB	RANDOM DRUG TESTS	795.00
PATRICIA CATERING	EMPLOYEES CHR'STMAS LUNCHEON	3,575.00
PETTY CASH - FINANCE	POSTAGE FOR CIVIL SERVICE AD, DOT TRAINING	48.37
SUBURBAN NEWS ADV	LEGAL AD	11.61
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	81.16
WALMART COMMUNITY	CART	68.00
		<hr/>
		\$ 8,780.95

PUBLIC WORKS

CENTURY LINK	MONTHLY SERVICE-2019-12-22	55.55
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-4	8.65
MIDLANDS PRINTING	BUSINESS CARDS	127.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-12-13	178.62
ONE CALL CONCEPTS	SIDS LOCATES	135.71
THE FENCE REPAIR SPECIALISTS	INSTALL NEW FENCE AT POND	2,624.00
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	282.45
		<hr/>
		\$ 3,411.98

PARKS

A-RELIEF SERVICES	PORTABLE RESTROOMS	498.00
CENTURY LINK	MONTHLY SERVICE-2019-12-22	41.67
FASTSIGNS	SIGNS FOR GOLF MAP	552.67
FERGUSON ENTERPRISES INC #1657	PLUMBING SUPPLIES	66.88
GALVIN GLASS	REPLACE GLASS DOOR	252.00
J & J SMALL ENGINE SERVICE	NEW CHAIN SAW	1,114.09
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-5	593.84
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-12-4	56.46
PLATTEVIEW TURF, INC	SDI 197 AND 265 MOWING	2,800.00

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CLAIMS FOR JANUARY 7, 2020

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PARKS (cont'd)

THOMPSON DREESSEN & DORNER	LOOKINGGLASS SPLASH PAD	8,250.00
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	241.03
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
		<hr/>
		\$ 14,486.77

RECREATION

CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	11.07
CENTURY LINK	MONTHLY SERVICE-2019-12-22	58.49
PETTY CASH - FINANCE	REIMB RECREATION	3.83
TRISTAR RISK ENTERPRISE	TPA FUNDING-NOV 2019	207.71
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	64.49
		<hr/>
		\$ 345.59

BUILDING MAINTENANCE

AMAZON.COM, LLC	REFRIGERATOR DOOR HANDLE, CLEANING SUPPLIES	507.81
ANDERSON BROTHERS ENGINEERING	GLO-BAR, CIRCUIT BOARD, ADAPTER	532.00
APOLLO REFRIGERATION & HEATING	CHANGE FILTERS-ALL DIST	637.00
BOB'S CARPET SERVICE	REPLACE CARPETS-DIST 1 AND 3	5,969.91
CARPENTER PAPER CO	JANITORIAL SUPPLIES	279.15
CENTURY LINK	MONTHLY SERVICE-2019-12-22	4.63
CODY PEST MANAGEMENT	PEST CONTROL	96.00
DAY ELECTRIC SERVICE, INC	REPAIR ELEC PANELS DUE TO FLOOD	8,322.29
FIRE PROTECTION SERVICES, LLC	FIRE EXTINGUISHER INSPECTIONS	618.75
HILLYARD	JANITORIAL SUPPLIES	65.98
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	118.57
MENARDS	JANITORIAL SUPPLIES, GUTTER CABLE, GAS CAN, LUMBER, PAINT	2,736.13
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-4	679.61
O'KEEFE ELEVATOR COMPANY	ELEVATOR MAINTENANCE	455.92
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-12-22	250.75
OVERHEAD DOOR COMPANY	REPAIR GARAGE DOOR-DIST III	349.00
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM FIXED BILLING	280.00
SUPERIOR LIGHT AND SIGN	REPAIRS TO POLE LIGHT-TENNIS COURT	302.00
THE HOME DEPOT PRO-SUPPLY WORKS	JANITORIAL SUPPLIES	1,030.34
TRICO MECHANICAL SERVICES	AC MAINTENANCE	1,122.70
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	25.47
VOSS LIGHTING	JANITORIAL SUPPLIES	322.87
WALMART COMMUNITY	PROGRAM SUPPLIES	130.96
WESTLAKE ACE HARDWARE	PAINT, CLEANING SUPPLIES, KEYS, TIMER	241.47
		<hr/>
		\$ 25,079.31

CEMETERY

CENTURY LINK	MONTHLY SERVICE-2019-12-22	4.63
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-5	89.65
OVERHEAD DOOR COMPANY	REPAIR GARAGE DOOR-CEMETERY	136.00
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	49.38
		<hr/>
		\$ 279.66

STREETS

ALFRED BENESCH & COMPANY	2020 RESURFACING PROJECT	36,102.89
AMAZON.COM, LLC	OFFICE SUPPLIES	164.31
AVERY RENTS	PROPANE	72.50

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STREETS (cont'd)

BIG INK	UNIFORM EMBROIDERY-LOGEMAN	21.00
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	16.46
CENTRAL SALT	ICE CONTROL SALT	6,474.20
CENTURY LINK	MONTHLY SERVICE-2019-12-22	41.67
DREF'S TREE SERVICE, INC	REMOVE TREE-46TH AVE	3,100.00
FLATBED EXPRESS, INC	WEIGH TRUCK FOR CALIBRATION	105.00
HEIMES CORPORATION	REPLACE PIPE-CULVERT REPAIR	39,654.18
HGM ASSOCIATES INC	15TH ST EXTENSION	10,522.98
HGM ASSOCIATES INC	SID 180-PAVEMENT REPAIR-FINAL	23,946.11
INDEPENDENT SALT CO	ICE CONTROL SALT	14,713.23
K2 CONSTRUCTION	S 25TH ST IMPROVEMENT	19,084.32
LABART HOLDING, LLC	TEMPORARY, PERMANENT EASEMENT	5,000.00
LAMP RYNEARSON & ASSOCIATES	SID 177 & 197-PROF SERVICES-FINAL	4,616.02
LYMAN RICHEY SAND & GRAVEL	SAND/GRAVEL	13,552.91
MENARDS	LUMBER	61.72
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-4	787.32
METROPOLITAN UTILITIES DIST	HYDRANT RENTAL	184.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-12-4	100.75
PRECISE MRM LLC	POOLED DATA PLAN	645.00
READY MIXED CONCRETE COMPANY	CONCRETE	3,321.35
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	242.95
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	20.13
		\$ 182,551.00

FLEET MAINTENANCE

911 CUSTOM, LLC	AUTO EJECT, MOUNT KITS, CHARGE MODULES	1,124.91
A + UNITED RADIATOR REPAIR	REPAIR RADIATOR, REPAIR FUEL TANK	560.00
A&L HYDRAULICS, INC	AUGER MOTOR	714.46
AA WHEEL & TRUCK SUPPLY, INC	SEAL	8.64
ALLIED OIL & TIRE COMPANY	OIL	1,355.99
ALLMAND BROS, INC	LIGHTS FOR SIGN BOARDS	500.99
AMAZON.COM, LLC	CAP PLUGS	34.14
ASPEN EQUIPMENT CO	REPLACE PARTS DUE TO FLOOD	2,158.87
ASPEN EQUIPMENT CO	CUTTING EDGE, CUTTING EDGES, BEARINGS, COUPLERS	1,888.82
AUTO VALUE PARTS - SOUTH OMAHA	RETAINER	29.97
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BLACKJACK, COUPLINGS	1,794.92
BAUER BUILT	TIRES	634.00
BAUM HYDRAULICS CORP	BEARINGS, LINKS	280.78
BAXTER CHRYSLER DODGE JEEP	RADIATOR HOSE, THERMOSTAT	82.39
BAXTER FORD	LATCH ASSEMBLY	69.67
BELLEVUE TIRE & AUTO SERVICE	TIRES	2,324.28
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	22.03
CENTURY LINK	MONTHLY SERVICE-2019-12-22	32.41
CERTIFIED LABORATORIES	CASE OF PENETRATING OIL	179.85
CORNHUSKER INTERNATIONAL TRUCKS	COMPRESSOR, DAMPER, RADIATOR, PARTS, MIRROR, SENSORS, MUFFLER, EXHAUST PARTS	3,099.88
CUMMINS SALES AND SERVICE	CLAMP, DIPSTICK, ISOLATORS, INJECTORS	98.24
DANKO EMERGENCY EQUIPMENT	DIAGNOSTIC KIT W/DOWNLOADER	833.39
DULTMEIER SALES LLC	PORT VALVE	107.75
FACTORY MOTOR PARTS CO	BRAKE PADS, LININGS, WIPER BLADES	609.28

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CLAIMS FOR JANUARY 7, 2020

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FLEET MAINTENANCE (cont'd)

FARM PLAN	TANK HOUSING	154.44
FORCE AMERICA, INC	USB KEYS	150.85
GCR TIRES & SERVICE	TIRES	561.21
GRAINGER	SAFETY GLASSES	21.78
HEMPEL SHEET METAL WORKS, INC	ALUMINUM ANGLES	548.00
INDOFF	OFFICE SUPPLIES	139.08
INLAND TRUCK PARTS CO	SLACK ADJUSTER, DUST SHIELDS	160.88
INTERSTATE BATTERIES	BATTERIES	872.81
INTERSTATE POWER SYSTEMS, INC	YOKE REPAIR	1,360.17
JIM HAWK TRUCK TRAILERS	CONNECTORS	15.00
KELLY SUPPLY COMPANY	DISPOSABLE GLOVES	40.96
KOSISKI AUTO PARTS	FRONT SEAT	275.00
KRIHA FLUID POWER CO	FITTINGS	286.14
LIBRA SAFETY PRODUCTS	LENS TOWELETES	56.00
LIONS AUTOMOTIVE, I NC	REPAIR SEAT-ENG 41	285.00
LOGAN CONTRACTORS SUPPLY	FILTER, HAND SWITCH, BRAKE CABLE, PLUGS, VALVES	2,198.19
MACQUEEN EQUIPMENT, LLC	CUTTING EDGE, WEAR SHOE, BEARINGS	1,038.22
MATHESON TRI-GAS INC	WELDING BLANKET, WELDING SUPPLIES	894.50
MENARDS	PAINT SUPPLIES, WATER, SPRAY RUST	335.54
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-4	120.62
NAPA AUTO PARTS	BATTERY CABLES, FILTERS, CLAMPS, MIRRORS, FUEL PUMP	1,849.97
NEBRASKA IOWA INDUSTRIAL	SUPPLIES, DRILL BITS, SOCKETS, NUTS	232.00
NORTHERN TOOL & EQUIPMENT	LENS FOR SAND BLASTER	87.98
OMAHA WINDUSTRIAL	PIPE NIPPLES	81.02
O'REILLY AUTOMOTIVE PARTS	CAPSULE, MINI LAMPS	125.04
P&M HARDWARE	HINGES, VALVES	41.54
POWERPLAN	PARTS, FILTERS, BUSKET PINS	960.48
ROCKMOUNT RESEARCH AND ALLOYS	GRINDING WHEEL, FLAP DISC WHEEL	373.90
SERVICE EXPRESS CO	COUPLER	32.52
SPARTAN MOTORS USA, INC	EXHAUST PARTS	200.37
STATE OF NEBRASKA-SURPLUS	CABINETS, FANS	1,270.00
STATE STEEL	MATERIALS	185.24
SWAN ENGINEERING	O-RINGS	10.96
TERMINAL SUPPLY CO	TERMINALS	133.40
THERMO KING CHRISTENSEN	STARTER	100.00
TY'S OUTDOOR POWER & SERVICE	BLADE CRATE, SNOW PLOW BOX, CUTTING EDGE FORMS	7,932.47
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	70.90
UPS STORE	FREIGHT TO SEND RADAR FOR REPAIR	18.90
WALKERS UNIFORM RENTAL	UNIFORM SERVICE	122.10
		<hr/>
		\$ 41,888.84

SOLID WASTE

SARPY ENVIRONMENTAL SERVICES	FALL CLEANUP	610.86
WASTE CONNECTIONS OF NEBRASKA	TRASH HAULING FEES-NOV 2019	248,838.17
		<hr/>
		\$ 249,449.03

MINUTE RECORD

CLAIMS FOR JANUARY 7, 2020

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PLANNING

ALL MAKES OFFICE EQUIPMENT CO	OFFICE CHAIR	439.00
CENTURY LINK	MONTHLY SERVICE-2019-12-22	13.89
INDOFF	OFFICE SUPPLIES	135.27
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-4	7.82
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-12-13	161.84
OMAHA WORLD HERALD CO	LEGAL AD	82.53
		<hr/>
		\$ 840.35

PERMITS & INSPECTIONS

ANDERSON EXCAVATING & WRECKING	SHED DEMOLITION-206 INDUSTRIAL DR	11,975.00
CENTURY LINK	MONTHLY SERVICE-2019-12-22	23.15
INDOFF	OFFICE SUPPLIES	76.92
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-4	10.46
NATIONAL FIRE PROTECTION	RENEW MEMBERSHIP-CHRISTENSEN	175.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-12-13	215.79
PETTY CASH - FINANCE	TAGS FOR TRUCK	15.00
SUBURBAN NEWS ADV	LEGAL AD	10.66
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	272.85
		<hr/>
		\$ 12,774.83

POLICE/CODE ENFORCEMENT

AMAZON.COM, LLC	OFFICE SUPPLIES, DEMO GUN, CLEANING SUPPLIES	898.94
BELLEVUE ANIMAL HOSPITAL	VET SERVICES	113.70
BELLEVUE PRINTING COMPANY	FIELD INTERVIEW CARDS, NOTE CARDS	555.90
CARL M GRUBB	REIMB TRAINING EXPENSES	127.50
CENTURY LINK	MONTHLY SERVICE-2019-12-22	423.85
CHRISTOPHER LEWIS ABBOTT	REIMB TRAINING EXPENSES	127.50
COMPCHOICE OCCUPATIONAL HEALTH	TESTING FOR NEW EMPLOYEES	2,793.25
CONNER PSYCHOLOGICAL SERVICES PC	PRE-EMPLOYMENT EVALUATIONS	1,825.00
DANIEL GERMAN	ADVANCE FOR TRAINING	340.50
DON'S PIONEER UNIFORMS	UNIFORM ITEMS	1,443.15
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	525.00
E-470 PUBLIC HIGHWAY AUTHORITY	TOLL FEE TRANSACTION	9.30
ENTERPRISE FM TRUST	ENTERPRISE DECEMBER PAYMENT	521.58
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	18.71
FORT CROOK ARMORY & SUPPLIES	PATROL RIFLES FOR SRO	336.95
GALLO PROFESSIONAL POLYGRAPH	POLYGRAPH SERVICE	350.00
GALL'S, LLC	UNIFORM ITEM-FLEISS	93.98
INDOFF	OFFICE SUPPLIES	518.99
JACKSON SERVICES, INC	DOOR MAT SERVICE	175.07
LARRY LAMPMAN	REIMB TRAINING EXPENSES	165.75
LP POLICE	LOCATE PLAN-NOV 2019	129.95
L-TRON CORP	COMPUTER PARTS FOR CRUISERS	983.54
MENARDS	SAND TUBES	105.95
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-4	190.43
MIDLANDS PRINTING	BUSINESS CARDS-HOLM	102.00
MIDWEST LABORATORIES	SOIL TESTING AT RANGE	630.00
NEBRASKA LAW ENFORCEMENT	BASIC TRAINING MATERIAL	540.00
NOVOTNY'S HAULING	REMOVE TREE-53RD ST	1,700.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-12-13	3,935.03
PCAN -NEBRASKA	PCAN MEMBERSHIP-DARGY, STUKENHOLTZ	50.00

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CLAIMS FOR JANUARY 7, 2020

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POLICE/CODE ENFORCEMENT (cont'd)

PETTY CASH - FINANCE	BATTERIES, TITLES FOR VEHICLES	53.99
POLICE OFFICERS ASSOCIATION OF	POAN DUES-KESSLER, SHAFER	30.00
PRIORITY 1 FITNESS	FITNESS EQUIPMENT MAINTENANCE	374.99
SANDOVAL CUSTOM CREATIONS, INC	INVESTIGATION EQUIPMENT	2,554.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	IT SERVICES-JAN/MAR 2020	6,073.59
SHELL SUPER STORE	CRUISER WASH	7.50
SPARTAN NASH STORES, LLC	SUPPLIES	247.75
SPRINT	MONTHLY SERVICE	125.22
THE DEHNER CO	PATROL BOOTS	918.00
THOMAS DARGY	REIMB TRAINING EXPENSES	140.57
TRAVELERS	LIABILITY SUIT	2,725.00
TRAVIS SHAFER	REIMB FOR FLASHLIGHT	71.95
TRISTAR RISK ENTERPRISE	TPA FUNDING-NOV 2019	659.43
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	3,953.47
WATCHGUARD VIDEO	CRUISER CAMERA EQUIPMENT	1,734.00
WESTLAKE ACE HARDWARE	SPRAYER	9.99
		<hr/>
		\$ 39,410.97

FIRE & RESCUE

AIRGAS USA, LLC	MEDICAL SUPPLIES	207.09
AMAZON.COM, LLC	LENS CLEANING WIPES, BOOTS, COMPUTER SUPPLIES, OFFICE SUPPLIES	821.44
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	5,684.68
CENTURY LINK	MONTHLY SERVICE-2019-12-22	118.00
CREATIVE RISK SOLUTIONS	NEW CLAIM FEE-NOV 2019	1,050.00
INTERSTATE ALL BATTERY CENTER	BATTERIES	608.50
INTERSTATE POWER SYSTEMS, INC	GENERATOR REPAIR-DIST III	1,767.71
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	99.00
MATHESON TRI-GAS INC	METHANE AIR	72.26
MENARDS	ADAPTER, ELEC SUPPLIES	228.79
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-4	4,385.55
NATHAN SCHENCK	REIMB FOR SAFETY BOOTS	130.00
NATIONAL FIRE PROTECTION	RENEW MEMBERSHIP-GUIDO	175.00
PGBA, LLC	REIMB 51931600117	334.25
PRISM SIGNS & WRAPS, LLC	VINYL LETTERING	375.00
RAPID GRAPHICS	GRAPHIC EMBLEMS	279.93
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	IT SERVICES-JAN/MAR 2020	2,390.80
SHRED-IT USA	SHREDDING SERVICE	144.00
STRYKER SALES CORPORATION	MEDICAL SUPPLIES	204.00
TELEFLEX FUNDING LLC	MEDICAL SUPPLIES	562.50
TRISTAR RISK ENTERPRISE	TPA FUNDING-NOV 2019	970.43
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	882.78
WESTLAKE ACE HARDWARE	FLEX SEAL	13.99
ZIRMED, INC	MONTHLY PROFESSIONL MGT FEE	130.20
ZOLL MEDICAL CORPORATION	FIRE RESCUE MAINTENANCE FEES	4,312.22
ZOLL MEDICAL CORPORATION	MEDICAL SUPPLIES	462.00
		<hr/>
		\$ 26,410.12

MINUTE RECORD

CLAIMS FOR JANUARY 7, 2020

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NON-DEPARTMENTAL/CONTRACTS

AG ONE APPRAISAL SERVICE	GATES APPRAISAL	2,500.00
B & W COMPANY, INC	SID 177 SANITARY IMPROVEMENT	39,210.75
BKD & ASSOCIATES, LLP	2019 AUDIT PROGRESS BILLING #2	38,000.00
CENTURY LINK	MONTHLY SERVICE-2019-12-1	1,568.86
E&A CONSULTING GROUP	SID 280-PROF SERVICES	340.65
JOHN SVOBODA	SEWER CHARGE REIMBURSEMENT	8.64
JUSTIN THOMS	CHISELING FLOODED GROUND	1,080.00
LOCKTON COMPANIES, LLC	INS PREMIUM-PROPERTY	90,228.00
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-4	106.16
NE-DEPARTMENT OF REVENUE	2019-11-30 SALES TAX RETURN	421.51
PETTY CASH - FINANCE	PICTURES OF CHURCH	106.98
SARPY COUNTY TREASURER	RE TAX 2019 PRGPRTY TAX-LOT 1 OFFUTT TOWER	195.60
TRISTAR RISK MANAGEMENT	NEW CLAIM FEES-OCT/DEC 2019	3,750.00
		\$ 177,517.15

INFORMATION TECHNOLOGY

CORE TECHNOLOGIES, INC	TELEPHONE MAINTENANCE	121.51
MILLER DISTRIBUTORS, INC	BATTERIES	54.15
MOTOROLA SOLUTIONS, INC	RADIO MAINTENANCE	460.50
ONE CALL CONCEPTS	LOCATES	6.54
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	IT SERVICES-JAN/MAR 2020	21,331.61
TJ CABLE	LOCATES	100.00
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	40.29
		\$ 22,114.60

WASTEWATER

CENTURY LINK	MONTHLY SERVICE-2019-12-24	59.24
CITY OF OMAHA	SEWER FEES-SEP 2019	466,197.90
ELLIOTT EQUIPMENT CO	SEWER JET PARTS	696.23
GRAINGER	FULL BODY HARNESS, MEASURING WHEEL,	2,190.73
HANEY SHOE STORE	SAFETY SHOES	354.98
HDR ENGINEERING, INC	QUAIL CREEK LIFT STATION	8,091.92
INDOFF	OFFICE SUPPLIES	78.00
INTERSTATE ALL BATTERY CENTER	BATTERIES	36.00
INTERSTATE POWER SYSTEMS, INC	LIFT STATION POWER CABLES	1,905.00
JOHN SVOBODA	SEWER CHARGE REIMBURSEMENT	123.60
MENARDS	TEAM MEETING SUPPLIES, TOOLS, GLOVES	315.72
METROPOLITAN UTILITIES DIST	MONTHLY SERVICE-2019-12-5	586.21
NMC GROUP, INC	SUCTION AND DISCHARGE HOSES RENTAL	2,250.00
OLSSON ASSOCIATES	LIFT ABANDONMENT	2,190.00
OMAHA PUBLIC POWER DISTRICT	3 YEAR SERVICE AGREEMENT FOR LIFT STATION AT 22ND AND WARREN	26,804.75
OMAHA WINLECTRIC CO	SUPPLIES	309.42
ORTMEIER TECHNICAL SERVICE, INC	HEATER INSTALLATION-SO LIFT STATION	817.66
U.S. CELLULAR	MONTHLY SERVICE-2019-12-04	438.78
USA BLUE BOOK	AUTODIALER	733.50
WESTLAKE ACE HARDWARE	CABLE, SUPPLIES	20.92
		\$ 514,200.56

MINUTE RECORD

CLAIMS FOR JANUARY 7, 2020

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COMMUNITY BETTERMENT		
GREEN LIFE GARDENS	BELLEVUE CEMETERY MONUMENT	2,300.00
OMAHA PUBLIC POWER DISTRICT	MONTHLY SERVICE-2019-12-26	100.16
		<u>\$ 2,400.16</u>
G.O. BONDS		
DEPOSITORY TRUST/CLEARING CORP	GO REFUNDING BODNS, 2016 SERIES	3,995,058.27
FIRST NATIONAL BANK OF OMAHA	SID 183-BOND PAYMENT INTEREST	17,200.00
		<u>\$ 4,012,258.27</u>
	TOTAL CLAIMS FOR JAN 7, 2020	\$ 5,353,145.32




*8a.
1/21/2020

CITY OF BELLEVUE

OFFICE OF THE MAYOR

1500 Wall Street - Bellevue, NE 68005 - (402) 293-3020

To: Council President Don Preister and Councilmember's
From: Mayor Rusty Hike 
Subject: Appointment **Board of Adjustment**
Date: January 7th, 2020

Please consider the following for appointment to the **Board of Adjustment**.

He will serve the remaining term of David Valenta, ending February 2022.

Karl Crompton
13723 S 14th Street
Bellevue, NE 68123
402-290-6265
Karl@HikeRelEstate.com

Karl Crompton

13723 S 14th Street, Bellevue, NE 68123

(402)290-6265

Karl@HikeRealEstate.com



Karl Crompton is a long time resident of Bellevue, Nebraska. He graduated from Bellevue East High School and attended the University of Nebraska-Omaha where he studied Business Administration. Karl had a successful career in Retail and Hotel General Management for over 20 years before transitioning to his passion in real estate. He has been an independent contractor with Hike Real Estate for 7 years. Karl is active in many Bellevue organizations and a huge supporter of improvements to Bellevue to benefit its residents.

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

**10a.
1/21/2020**

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Application for DLMG LLC. dba "Chandler Bar" for replacing Application for Class "I-122048" Liquor License to sell beer, wine, and distilled spirits at 2617 Chandler Road W, Bellevue and Meghan Gibbons as Manager

SYNOPSIS/BACKGROUND:

DLMG LLC dba "Chander Bar" would like to replace Application for Class "I-122048" Liquor License to sell beer, wine, and distilled spirits, On Sale Only at 2617 Chandler Road W., Bellevue and for Meghan Gibbons as Manager. Applications are turned directly into the NE Liquor Control Commission by the applicant then forwarded on to the City Clerk's Office by the NE Liquor Control Commission. The Clerk publishes a hearing notice and the application is reviewed by the Police, Planning and Clerk and then submitted to the City Council for review and recommendation, and then forwarded to the NE Liquor Control Commission for final approval (if there are no issues).

FISCAL IMPACT: \$765.00/year BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval of application for replacing application of Class "I-122048" Liquor License at 2617 Chandler Road w., Bellevue and for Meghan Gibbons as Manager

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Blue Robin
[Signature]
[Signature]

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

DATE OF CITY COUNCIL PUBLIC HEARING: January 21, 2020

DATE REPORT DUE TO CITY CLERK: by noon on January 14, 2020

APPLICANT: DLMG LLC dba "Chandler Bar"

ADDRESS: 2617 Chandler Road W., Bellevue

REQUESTED ACTION: Recommendation for Approval for replacing application for Class "I-122048" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, 2617 Chandler Road W., Bellevue, and for Megan Gibbons as Manager

BACKGROUND: Replacing Application of Class "I-122048" Liquor License Application

IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE? Yes

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

EXISTING ZONING: BG

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial Strip Retail Center

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

ADJACENT LAND USE AND ZONING:

NORTH: Single Family Residential (across Chandler Road), RS-72 and ML

SOUTH: Commercial, BG

EAST: Commercial, BG

WEST: Commercial, BG

DISTANCE FROM SCHOOL (if applicable): n/a

DISTANCE FROM COLLEGE (if applicable): n/a

DISTANCE FROM CHURCH (if applicable): n/a

|

IMMEDIATE NEIGHBORHOOD/AREA LAND USES: _____ This section of the Chandler
Road corridor is a mix of commercial and residential uses. This particular area is commercial.

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

ANALYSIS OF NEIGHBORHOOD EFFECTS:

TRAFFIC: _____ There is no traffic impact expected.

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

PEDESTRIAN: _____ There is no pedestrian impact expected.

NOISE: _____ There is no noise impact expected.

LIGHTING: _____ There is no lighting impact expected.

GENERAL COMMENTS: _____ This is primarily a commercial area which would
accommodate on sale liquor sales.

**APPLICATION FOR LIQUOR LICENSE
AND CORPORATE MANAGER**

POLICE REPORT

DATE OF COUNCIL MEETING: 01/21/20 Due to City Clerk: by noon 01/14/20

APPLICANT: DLMG LLC dba "Chandler Bar"

LOCATION/ADDRESS: 2617 Chandler Road W., Bellevue

REQUESTED ACTION: Recommendation for approval for replacing application of Class
"I-122048" Liquor License to sell beer, wine and distilled spirits, On Sale Only, at 2617
Chandler Road W AND for Meghan Gibbons as Manager of the license.

INDIVIDUALS TO BE CHECKED:

<u>Name & Address</u>	<u>D.O.B.</u>	<u>S.S.N.</u>
<u>Meghan M Gibbons</u>	<u> </u>	<u> </u>
<u>14014 Charles Street, Omaha 68154</u>		
	<u>Driver's License Number:</u>	<u> </u>

<u>Michael T. Gibbons</u>	<u> </u>	<u> </u>
<u>14014 Charles Street, Omaha 68154</u>		
	<u>Driver's License Number:</u>	<u> </u>

COMMENTS:

Approved 1-6-20

Capt N. M. [Signature]

LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: DLMG LLC dba "Chandler Bar"

LOCATION/ADDRESS: 2617 Chandler Road W., Bellevue

REQUESTED ACTION: Recommendation for Approval, Replacing Application for Class "I-122048" Liquor License to sell beer, wine distilled spirits, On Sale Only, at 2617 Chandler Road W, in Bellevue, **AND** for Meghan Gibbons as manager.

DATE APPLICATION RECEIVED: 01/02/20

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 02/16/20

DATE ADVERTISED (not less than 7 nor more than 14 days): 01/08/20

CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 1

Class B (Beer off sale only): 0

Class C (Alcoholic liquor, on and off sale): 25

Class D (Alcoholic liquor, off sale only): 30

Class I (Alcoholic liquor on sale only): 30

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

Class X (Wholesale Liquor) 1

TOTAL 91

**APPLICATION FOR LIQUOR LICENSE
CHECKLIST - RETAIL**

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

RECEIVED		
DEC 26 2019		
NEBRASKA LIQUOR CONTROL COMMISSION		
Hot List: YES <input checked="" type="radio"/> NO	New/Replacing #	122584
Class Type	I	122048
		Initial <i>BR</i>

Applicant name DLMG, LLC

Trade name Chandler Bar


Previous trade name N/A

Contact email address chandlerbarne@gmail.com

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

Deposit 12/26/19 46

Office use only	
PAYMENT TYPE	CK 1345
AMOUNT:	400
Received:	<i>BR</i>


1900013590

BR
RECEIVED
DEC 27 2019

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

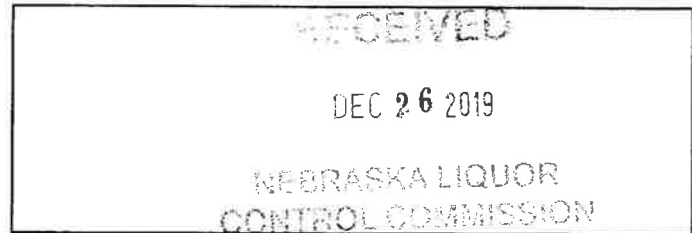
I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.

Signature

Date

**APPLICATION FOR LIQUOR LICENSE
RETAIL**

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



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

RETAIL LICENSE(S)

Application Fee \$400 (nonrefundable)

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

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

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

Class C license term runs from November 1 – October 31

All other licenses run from May 1 – April 30

Catering license (K) expires same as underlying retail license

CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING

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

NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)

Commission will call this person with any questions we may have on this application

Name Sean Kelley Phone number: 402-397-1898
Firm Name Kelley Plucker, LLC

PREMISES INFORMATIONTrade Name (doing business as) Chandler BarStreet Address #1 2617 Chandler Rd W

Street Address #2 _____

City Bellevue County Sarpy Zip Code 68147Premises Telephone number 402-734-2520Business e-mail address chandlerbarne@gmail.comIs this location inside the city/village corporate limits: YES ☒ NO ☐

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

Name DLMG, LLC c/o Meghan GibbonsStreet Address #1 1119 N 90th St

Street Address #2 _____

City Omaha State NE Zip Code 68114**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED
READ CAREFULLY**

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

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

Building: length _____ x width _____ in feet

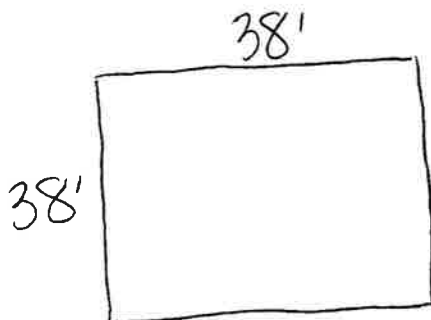
Is there a basement? Yes ☐ No ☐

If yes, length _____ x width _____ in feet

Is there an outdoor area? Yes ☐ No ☐

If yes, length _____ x width _____ in feet

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



one story building
approx 38' x 38'

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

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

☒ YES ☐ NO

If yes, please explain below or attach a separate page See attached

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Meghan Gibbons	5/1998	Bellvue, NE	MIP	fine
	2009	Omaha, NE	speeding ticket	fine
Michael Gibbons	1997	Omaha, NE	DUI	probation
Michael Gibbons	2001	Omaha, NE	DUI 1st	probation
Thomas Lustgraaf	- See attached sheet			
Danah Lustgraaf	5/2002	Omaha, NE	DUI	probation

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

☒ YES ☐ NO

If yes, give name of business and liquor license number

a) Submit a copy of the sales agreement

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

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

Chandler Bar 122584

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

☒ YES ☐ NO

If yes, give name and license number

Chandler Bar 122584

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

☒ YES ☐ NO

If yes:

a) Attach temporary operating permit (TOP) (Form 125)

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

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

____ YES ☒ NO

If yes, list the lender(s) _____

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

____ YES ☒ NO

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

No silent partners

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

____ YES ☒ NO

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

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

____ YES ☒ NO

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

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

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

____ YES ☒ NO

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

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

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

Bank of the West a) Meghan Gibbons & Danah
Lustgraaf

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

see attached list

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

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

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)

List of NLCC certified training programs

Experience:

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

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

☒ Lease: expiration date June 30, 2021
☐ Deed
☐ Purchase Agreement

14. When do you intend to open for business? upon issuance of TOP

15. What will be the main nature of business? bar

16. What are the anticipated hours of operation? Noon- 2 am daily

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

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
<u>Meghan Gibbons - Omaha NE</u>	<u>2009</u>	<u>2019</u>	<u>Same</u>		
<u>Danah Lystaract - Council Bluffs, IA</u>	<u>2009</u>	<u>2019</u>	<u>Same</u>		

If necessary attach a separate sheet.

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

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

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

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


Signature of Applicant

Meghan Gibbons
Print Name


Signature of Spouse

Michael Gibbons
Print Name


Signature of Applicant

Danah Lustgraaf
Print Name

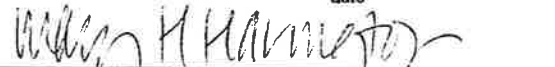

Signature of Spouse

Thomas Lustgraaf
Print Name

ACKNOWLEDGEMENT

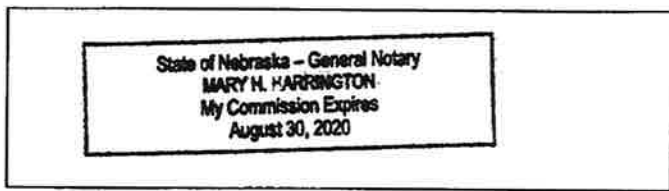
State of Nebraska
County of Douglas

December 17, 2019
date


Notary Public signature

The foregoing instrument was acknowledged before me this

by Meghan Gibbons, Michael Gibbons
name of person(s) acknowledged (individual(s) signing)
Danah Lustgraaf & Thomas Lustgraaf



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

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

Office Use

RECEIVED

DEC 26 2019

NEBRASKA LIQUOR
CONTROL COMMISSION

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

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

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

Name of Registered Agent: Meghan Gibbons

Name of Limited Liability Company that will hold license as listed on the Articles of Organization
DLMG, LLC

LLC Address: 619 N 90th St

City: Omaha State: NE Zip Code: 68114

LLC Phone Number: 402-391-0000 LLC Fax Number: 402-391-0200

Name of Managing/Contact Member

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

Last Name: Gibbons First Name: Meghan MI: M

Home Address: 14014 Charles St City: Omaha

State: NE Zip Code: 68154 Home Phone Number: 402-980-1911

Meghan Gibbons
Signature of Managing/Contact Member

ACKNOWLEDGEMENT

State of Nebraska

County of Douglas

December 17, 2019

Date

Mary H. Harrington

The foregoing instrument was acknowledged before me this

by Meghan Gibbons
name of person acknowledge

Affix Seal

State of Nebraska - General Notary
MARY H. HARRINGTON
My Commission Expires
August 30, 2020

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

Last Name: Gibbons First Name: Meghan MI: M

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 50%

Last Name: Lustgraaf First Name: Danah MI: L

Social Security Number: _____ Date of Birth: _____

Spouse Full Name (indicate N/A if single): Thomas E Lustgraaf

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership 50%

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

Last Name: _____ First Name: _____ MI: _____

Social Security Number: _____ Date of Birth: _____

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

Spouse Social Security Number: _____ Date of Birth: _____

Percentage of member ownership _____

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

☐ YES

☒ NO

If yes, provide the following:

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

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. _____

CERTIFICATE OF ORGANIZATION

OF

DLMG, LLC

The undersigned, desiring to form a limited liability company for the purposes hereinafter set forth, under and in conformity with the laws of the State of Nebraska, does hereby make this written certificate in duplicate and hereby verify:

1. **Name:** The name of the company shall be DLMG, LLC.

2. **Initial Designated Office:** The address of the initial designated office of the company in Nebraska is:

619 N 90TH ST
Omaha, NE 68114

3. **Purpose:** The purpose of the company shall be to engage in and do any lawful act concerning any and all lawful business, other than banking or insurance, for which a limited liability company may be organized under the laws of Nebraska.

4. **Initial Agent for Service of Process:** The name and address of the company's initial agent for service of process is:

Meghan Gibbons, 619 N. 90th St., Omaha, NE 68114

7th EXECUTED in duplicate original counterparts by the undersigned member on the day of February, 2019.

By 
Meghan Gibbons, Organizer

Nebraska Secretary of State

i Corporate, UCC and EFS filings and document images will be unavailable online for filing, viewing and purchase due to system maintenance beginning Thursday, December 26th at 6:00 P.M. through Thursday, December 26th at 7:00 PM. We apologize for any inconvenience this may cause. Thank you for your patience during this time.

DLMG, LLC

Thu Dec 26 12:14:39 2019

SOS Account Number

1902055840

Status

Active

Principal Office Address

No address on file

Registered Agent and Office Address

MEGHAN GIBBONS

619 N. 90TH ST.

OMAHA, NE 68114

Designated Office Address

619 N 90TH ST.

OMAHA, NE 68114

Nature of Business

Not Available

Entity Type

Domestic LLC

Qualifying State: NE

Date Filed

Feb 21 2019

Filed Documents

Filed documents for DLMG, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Feb 21 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Mar 26 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

Good Standing Documents

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

[Purchase Now](#)**Certificate of Good Standing - USPS Mail Delivery****\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

[Continue to Order](#)[↑ Back to Top](#)

**MANAGER APPLICATION
INSERT - FORM 3c**

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

Office Use

RECEIVED

DEC 26 2019

NEBRASKA LIQUOR
CONTROL COMMISSION

MUST BE:

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

Corporation/LLC Information

Name of Corporation/LLC: DLMG, LLC

Premise Information

Liquor License Number: _____ Class Type _____ (if new application leave blank) 7

Premise Trade Name/DBA: Chandler Bar

Premise Street Address: 2617 Chandler Road W

City: Bellevue County: Sarpy Zip Code: 68147

Premise Phone Number: 402-734-2520

Premise Email address: chandlerbarne@gmail.com

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

Erin L. Libby

SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

(Faxed signatures are acceptable)

Manager's information must be completed below PLEASE PRINT CLEARLY

Last Name: Gibbons First Name: Meghan MI: M

Home Address: 14014 Charles St

City: Omaha County: Douglas Zip Code: 68154

Home Phone Number: 402-980-1911

Driver's License Number & State: _____

Social Security Number: _____

Date Of Birth: _____ Place Of Birth: Omaha, NE

Email address: meggibb@hotmail.com

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

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Gibbons First Name: Michael MI: T

Social Security Number: _____

Driver's License Number & State: _____

Date Of Birth: _____ Place Of Birth: Omaha, NE

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

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2009	2019	Same		

MANAGER'S LAST TWO EMPLOYERS

YEAR FROM	TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2013	2019	Mutual of Omaha Bank	Bettie McDaniel	402-351-2533
2017	2019	Woodke & Gibbons	Michael Gibbons	402-391-1000

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

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

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

☒ YES ☐ NO

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

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (City & State)	Description of Charge	Disposition
Meghan Gibbons	5/1998	Bellevue, NE	MIP	fine
	2009	Omaha, NE	SPEEDING TICKET	fine
Michael Gibbons	1997	Omaha, NE	DUI	probation
	2001	Omaha, NE	DUI 1st	probation

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

☐ YES ☒ NO

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

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

☒ YES ☐ NO

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

*NLCC Training Certificate Issued: _____ Name on Certificate: _____

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Will submit upon completion		

*For list of NLCC Certified Training Programs see training

Experience:

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

5. Have you enclosed form 147 regarding fingerprints?

☒ YES ☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

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

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

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

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

Signature of Manager Applicant

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska

County of

~~Nebraska~~ Douglas

The foregoing instrument was acknowledged before me this

December 17, 2019

date

by

Meghan Gibbons and Michael Gibbons

NAME OF PERSON BEING ACKNOWLEDGED

Notary Public signature

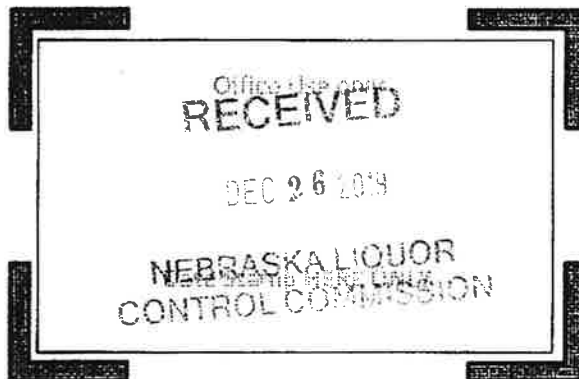
Affix Seal

State of Nebraska - General Notary
MARY H. HARRINGTON
My Commission Expires
August 30, 2020

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

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

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



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

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
- Fee payment of \$45.25 per person MUST be made DIRECTLY to the Nebraska State Patrol;
It is recommended to make payment through the NSP PayPort online system at www.ne.gov/go/psp
Or a check made payable to NSP can be mailed directly to the following address:
Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License
The Nebraska State Patrol – CID Division
3800 NW 12th Street
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

Trade Name: Chandler Bar

Name of Person Bring Fingerprinted: Meghan Gibbons

Date of Birth: _____ Last 4 SSN: _____ Date fingerprints were taken: _____

Location where fingerprints were taken: NSP

How was payment made to NSP?

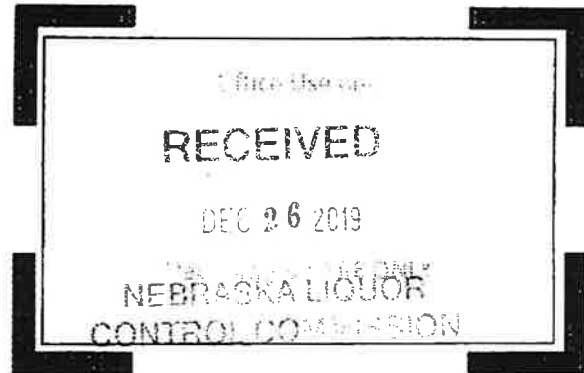
☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # _____

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

Meghan Gibbons
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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



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

DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

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

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

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

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

Trade Name: Chandler Bar

Name of Person Bring Fingerprinted: Michael Gibbons

Date of Birth: _____, Last 4 SSN: _____ Date fingerprints were taken: _____

Location where fingerprints were taken: NSP

How was payment made to NSP?

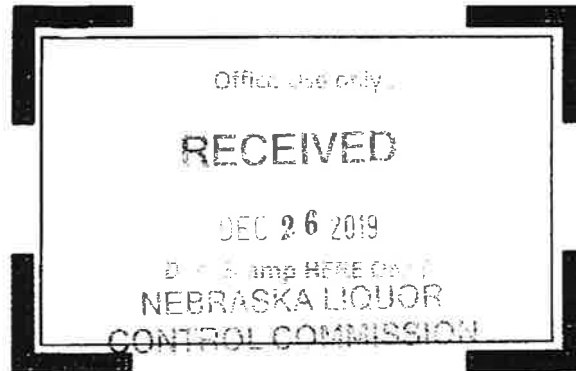
☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # _____

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


SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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



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

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Fingerprint cards should be submitted with the application.

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Trade Name: Chandler Bar
Name of Person Being Fingerprinted: Danah Lustgraaf
Date of Birth. _____ Last 4 SSN: _____ Date fingerprints were taken: _____
Location where fingerprints were taken: NSP

How was payment made to NSP?

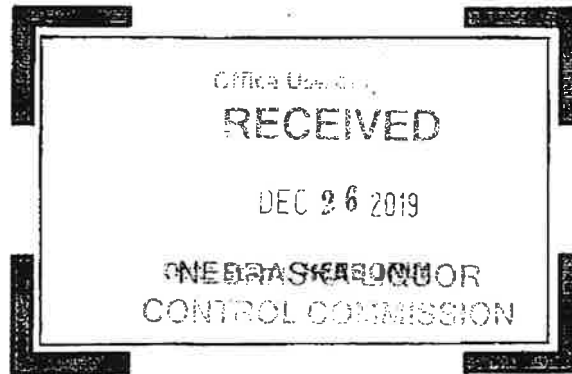
☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK # _____

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

Danah Lustgraaf
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

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

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



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DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:

- FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE
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- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID
Applicant(s) will not have cards to include with license application.
- Fingerprints taken at local law enforcement offices may be released to the applicants;
Fingerprint cards should be submitted with the application.

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

Trade Name: Chandler Bar

Name of Person Bring Fingerprinted: Thomas Lustgraaf

Date of Birth: _____ Last 4 SSN: _____ Date fingerprints were taken: _____

Location where fingerprints were taken: NSP

How was payment made to NSP?

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

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

A handwritten signature in black ink, appearing to read "Tom Lustgraaf".

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

ASSIGNMENT OF LEASE WITH CONSENT OF LANDLORD

THIS ASSIGNMENT OF LEASE dated this 24th day of September, 2019

BETWEEN:

CT MARCO INC dba CHANDLER INN BAR

(the "Assignor")

OF THE FIRST PART

- AND-

DLMG LLC

(the "Assignee")

OF THE SECOND PART

Background

- A. This is an agreement (the "Assignment") to assign a commercial lease in real property according to the terms specified below.
- B. The Assignor wishes to assign and transfer to the Assignee that lease (the "Lease") dated May 1, 2018, and executed by the Assignor as tenant and by FUTURE BUSINESS CENTER LLC as landlord (the "Landlord").

IN CONSIDERATION OF the Assignor agreeing to assign and the Assignee agreeing to assume the Lease for the Premises, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

Premises

- 1. The Lease governs the rental of the following described premises (the "Premises") to the Assignor: 2617 CHANDLER RD WEST BELLEVUE NE 68147.

Assigned Lease

2. The Assignor assigns and transfers to the Assignee all of the Assignor's right, title, and interest in and to the Lease and the Premises, subject to all the conditions and terms contained in the Lease.

Effective Date

3. This Assignment takes effect on November 1, 2019 (the "Effective Date"), and continues until the present term of the Lease expires on June 30, 2021.

Assignor's Interest

4. The Assignor covenants that:
 - a. the Assignor is the lawful and sole owner of the interest assigned under this Assignment;
 - b. this interest is free from all encumbrances; and
 - c. the Assignor has performed all duties and obligations and made all payments required under the terms and conditions of the Lease.

Breach of Lease by Assignee

5. Consent to this Assignment will not discharge the Assignor of its obligations under the Lease in the event of a breach by the Assignee.
6. In the event of a breach by the Assignee, the Landlord will provide the Assignor with written notice of this breach and the Assignor will have full rights to commence all actions to recover possession of the Premises (in the name of the Landlord, if necessary) and retain all rights for the duration of the Lease provided the Assignor will pay all accrued rents and cure any other default.

Governing Law

7. It is the intention of the parties that this Assignment, and all suits and special proceedings under this Assignment, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Nebraska, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Miscellaneous Provisions

8. This Assignment incorporates and is subject to the Lease, a copy of which has been or will be provided to the Assignee, and which is hereby referred to and incorporated as if it were set out here at length. The Assignee agrees to assume all of the obligations and responsibilities of the Assignor under the Lease.
9. This Assignment will be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, beneficiaries, executors, administrators, and heirs, as the case may be.
10. All rents and other charges accrued under the Lease prior to the Effective Date will be fully paid by the Assignor, and by the Assignee after the Effective Date. The Assignee will also be responsible for assuming and performing all other duties and obligations required under the terms and conditions of the Lease after the Effective Date.
11. There will be no further assignment of the Lease without the prior written consent of the Landlord.

IN WITNESS WHEREOF the Assignor and Assignee have duly affixed their signatures under hand and seal on this 24th day of September, 2019.


Witness

CT MARCO INC dba CHANDLER
INN BAR

X per:  (seal)


Witness

DLMG LLC

per:  (seal)

CONSENT OF LANDLORD

The Landlord in the above Assignment of Lease executed on the 24th day of September, 2019, consents to that Assignment. The Landlord also agrees to the Assignee assuming after November 1, 2019, the payment of rent and performance of all duties and obligations as provided in the Lease.

FUTURE BUSINESS CENTER LLC

Dated: 3rd day of December, 20 19

per: [Signature] (seal)

RESOLUTION NO. 2020-07

WHEREAS, the City of Bellevue has entered into a Lottery Operator's Agreement with Advanced Gaming Technologies, Inc. ("Advanced"), to operate a keno-type lottery within the City of Bellevue, Nebraska ("the Lottery Operator's Agreement"); and,

WHEREAS, the Lottery Operator's Agreement allows Advanced to receive the Bellevue City Council's approval of satellite and other keno locations to be operated in accordance with the Lottery Operator's Agreement approved by this Council; and,

WHEREAS, Advanced has received an application for permission to operate a satellite location at 2617 Chandler Road W., Bellevue, Nebraska, a business operated by DLMG LLC doing business under the name "Chandler Bar."

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

Advanced Gaming Technologies, Inc., is hereby granted approval to continue to operate a satellite keno location at the business operated by DLMG LLC, doing business under the name "Chandler Bar" at 2617 Chandler Road W., Bellevue, Nebraska.

PASSED AND APPROVED this 21st day of January 2020.

APPROVED AS TO FORM:

City Attorney

Mayor

ATTEST:

City Clerk



Nebraska Schedule II - County/City Lottery Sales Outlet Location Application

Form 50G
Schedule II

- No license fee required.
- Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village 323357		Please Do Not Write In This Space	
2 County, City, or Village Name on Form 50G Bellevue			
Sales Outlet Location Information (Attach additional sheet if necessary)			
3 Nebraska ID Number 013476408	4 Federal ID or Social Security Number 83-3457628	5 Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Report Changes <input type="checkbox"/> Cancel	
Business Name and Location Address Name DLMG LLC Trade Name of Business (If Different Than Above) Chandler Bar Street Address 2617 Chandler Rd W City Bellevue State NE Zip Code 68147 County Sarpy		Business Name and Mailing Address Business Name SAME Street or Other Mailing Address City SAME State NE Zip Code Nebraska Liquor License Number Class 1 19-048 (TOP)	
6 Type of Ownership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Domestic Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Nonprofit Corporation or Organization <input type="checkbox"/> Partnership <input type="checkbox"/> Foreign Corporation <input type="checkbox"/> Domesticated Corporation <input type="checkbox"/> Other		7 Location Type <input checked="" type="checkbox"/> Keno Satellite <input type="checkbox"/> Keno Independent Game	

Your Social Security number and date of birth are required under the Nebraska County and City Lottery Act and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

- 8 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.
- If a sole proprietorship, list the individual owner.
 - If a partnership, list each partner and spouse.
 - If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
 - If a limited liability company, list each member and spouse.
 - If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
- (Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See Instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
	Eugene Gibbons, 14014 Charles St, Omaha, NE 68154		Member 50%
	Danah Lustgraft, 19677 Deer Run Ln, Council Bluffs, IA 50003		Member 50%
	Michael Gibbons, 14014 Charles St, Omaha, NE 68154		Spouse 0%

- 9 Does any person other than those listed in line 8 above have any ownership interest in the license applicant? (See instructions)

☐ Yes ☒ No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

- 10a Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.

☐ Yes ☒ No If Yes, see instructions.

- 10b Has anyone listed in line 8 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?

☐ Yes ☒ No If Yes, see instructions.

- 11 Has each of the individuals listed in line 8 above complied with the Instructions for Completing Fingerprint Application, or when applicable, filed a signed Affidavit by Spouse for Waiver form?

☒ Yes ☐ No (See What Must Be Filed Instructions)

- 12 Do any of the individuals listed in line 8 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the Nebraska Bingo Act or the Nebraska Pickle Card Lottery Act or in any company licensed as a manufacturer-distributor pursuant to the Nebraska County and City Lottery Act?

☐ Yes ☒ No If Yes, attach a detailed explanation of such interests.

- 13 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?

☐ Yes ☒ No If Yes, attach a detailed explanation of such interests.

- 14 Do any of the individuals listed in line 8 above currently hold or have they previously held any other licenses issued under the Nebraska Bingo Act, the Nebraska Pickle Card Lottery Act, the Nebraska Lottery and Raffle Act, or the Nebraska County and City Lottery Act?

☐ Yes ☒ No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the Nebraska County and City Lottery Act and the regulations adopted under such Act.

sign
here

Danah Lustgraft
Signature of Sales Outlet Location Owner, Member, Partner,
Officer, or Person Authorized by Attached Power of Attorney

Member
Title

1/14/2020
Date

402 880 9133
Daytime Phone Number

Name of Person to Contact Regarding This Application:

Name **Thomas Lustgraft**

Title **Manager**

Daytime Phone Number **402-578-5533**

Authorization - Signature of Governing Official

Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

sign
here

Authorized Signature

Title

Date

Daytime Phone Number

Retain a copy for your records.

8. Cont.

Thomas Lustgraef 19677 Deer Run Lane, Council Bluffs, IA, 51503
DOB . . . spouse 0%

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

**10b.
1/21/2020**

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Susan Kluthe, City Clerk		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval of a Special Designated Liquor License for St. Matthew

SYNOPSIS/BACKGROUND:

St. Matthew's Church would like to be able to sell beer, wine, and distilled spirits for a Dinner & Auction on Friday, February 21, 2020 at St. Matthew's Church, 11210 South 36th Street, Bellevue, from 6:00 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 St. Matthew's on Friday, February 21, 2020, from 6:00 p.m. to 12:00 a.m. for a Dinner & Auction at St. Matthew's Catholic Church, 11210 South 36th Street.

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:



**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

St. Matthew Catholic Community

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

12210 S. 36th Street, Bellevue, NE 68123

Retail Liquor License Address or Non-Profit Business Address

47-0800122

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 02-21-2020

Event Date(s):

Event Start Time(s): 6:00pm

Event End Time(s): 12:00am

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: St. Matthew Parish Center

Event Street Address/City: 12210 S. 36th Street, Bellevue, NE 68123

Indoor area to be licensed in length & width: 90' x 60'

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

Type of Event: Dinner and Auction Estimate # of attendees: 250

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: Shirrel Medara Event Contact Phone Number: 402-291-2030

Event Contact Email: scmedara@schools.archomaha.org

***Signature Authorized Representative:  Printed Name Rev. Leo Rigatuso**

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:

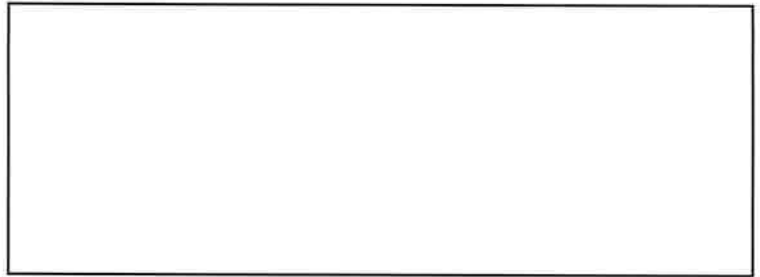
**The local governing body for the City/Village of _____ OR County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)**

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

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



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

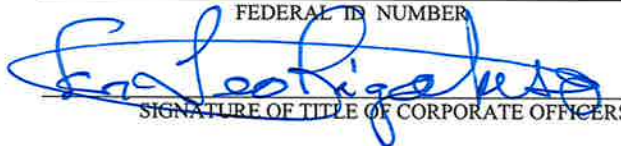
I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

St. Matthew the Evangelist Church of Bellevue

NAME OF CORPORATION

47-0800122

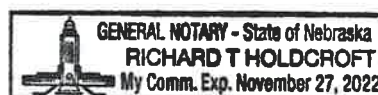
FEDERAL ID NUMBER


SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 8TH DAY OF JANUARY, 2020


NOTARY PUBLIC SIGNATURE & SEAL



**APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE**

POLICE REPORT

DATE OF COUNCIL MEETING: 01-21-2020 Due to City Clerk: 01-14-2020

APPLICANT: St. Matthew's Catholic Church

LOCATION/ADDRESS: 11879 South 36th Street, Bellevue

REQUESTED ACTION: Request for a Special Designated Liquor License to sell beer, and distilled spirits for a Dinner and Auction, Friday, February 21, 2020 from 6:00 p.m. to 10:00 p.m.

COMMENTS:

Approved 1-8-20

Capt [Signature]

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

**10c.
1/21/2020**

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval of a Special Designated Liquor License for St. Matthew Knights of Columbus Fish Frys

SYNOPSIS/BACKGROUND:

St. Matthew's Church would like to be able to sell beer, wine, and distilled spirits for their Friday Lenten Fish Fries on the following dates: February 28th, March 6th, March 13, March 20th, March 27th, and April 3rd, to be held at St. Matthew's Church, 11210 South 36th Street, Bellevue, from 5:00 p.m. to 7:30 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: 240.00 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 St. Matthew's Knights of Columbus to have their Annual Lenten Fish Fries on the following Fridays: February 28th, March 6th, March 13th, March 20th, March 27th, and April 3rd, 2020, from 5:00 p.m. to 7:30 p.m. at St. Matthew's Catholic Church, 11210 South 36th Street.

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 Roberts
[Signature]
[Signature]

**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

Knights of Columbus Council 11879 (St Matthew's Parish)

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

11210 South 36th Street Bellevue, NE

Retail Liquor License Address or Non-Profit Business Address

0574111464

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only
Event Date(s): 2/28/20

Event Start Time(s): 5PM

Event End Time(s): 7:30

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: St Matthew's Parish Center

Event Street Address/City: 11210 South 36th Street Bellevue, NE

Indoor area to be licensed in length & width: 125 X 100

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

Type of Event: Lenten Fish Fry Estimate # of attendees: 300

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: David Boone Event Contact Phone Number: 402 651-0184

Event Contact Email: dbruce1@gmail.com

*Signature Authorized Representative:  Printed Name Raymond T. Stuart, III

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:

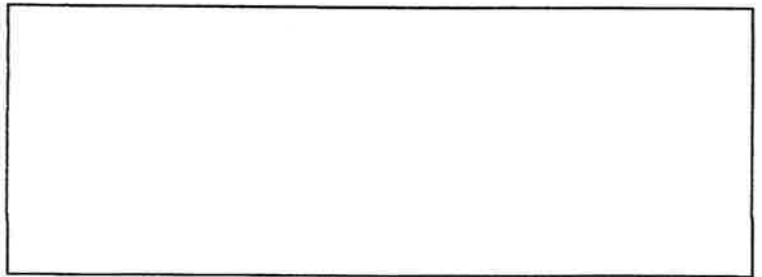
The local governing body for the City/Village of _____ **OR** County of _____ approves
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Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

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



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**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Knights of Columbus

NAME OF CORPORATION

0574111464

FEDERAL ID NUMBER

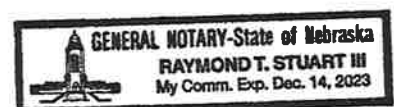
SIGNATURE OF TITLE OF CORPORATE OFFICERS

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6th

January 2020

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC SIGNATURE & SEAL

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

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Knights of Columbus Council 11879 (St Matthew's Parish)

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

11210 South 36th Street Bellevue, NE

Retail Liquor License Address or Non-Profit Business Address

0574111464

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only 3/6/20
Event Date(s):

Event Start Time(s): 5PM

Event End Time(s): 7:30

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: St Matthew's Parish Center

Event Street Address/City: 11210 South 36th Street Bellevue, NE

Indoor area to be licensed in length & width: 125 X 100

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

Type of Event: Lenten Fish Fry Estimate # of attendees: 300

Type of alcohol to be served: Beer ☒ Wine ☒ Distilled Spirits _____
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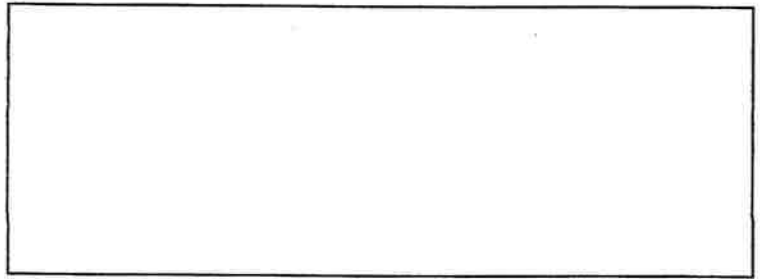
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Local Governing Body Authorized Signature

Date

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Non-Profit Applicants ONLY**

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PO BOX 95046
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Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

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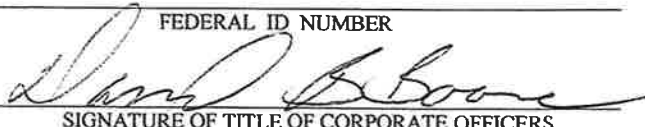
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Knights of Columbus

NAME OF CORPORATION

0574111464

FEDERAL ID NUMBER


SIGNATURE OF TITLE OF CORPORATE OFFICERS

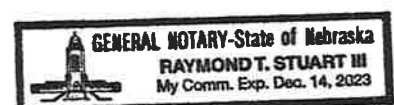
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NEBRASKA LIQUOR CONTROL ACT

6th

January 2020

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ DAY OF _____


NOTARY PUBLIC SIGNATURE & SEAL



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

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Knights of Columbus Council 11879 (St Matthew's Parish)

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

11210 South 36th Street Bellevue, NE

Retail Liquor License Address or Non-Profit Business Address

0574111464

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): Mar 13, 2014

Event Start Time(s): 5PM

Event End Time(s): 7:30

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: St Matthew's Parish Center

Event Street Address/City: 11210 South 36th Street Bellevue, NE

Indoor area to be licensed in length & width: 125 X 100

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

Type of Event: Lenten Fish Fry Estimate # of attendees: 300

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: David Boone Event Contact Phone Number: 402 651-0184

Event Contact Email: dbruce1@gmail.com

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Local Governing Body completes below:

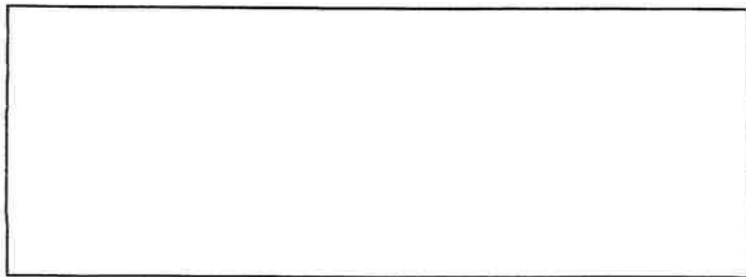
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Date

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DESIGNATED LICENSE
Non-Profit Applicants ONLY**

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PO BOX 95046
LINCOLN, NE 68509-5046
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Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

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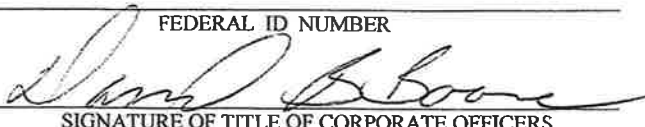
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Knights of Columbus

NAME OF CORPORATION

0574111464

FEDERAL ID NUMBER



SIGNATURE OF TITLE OF CORPORATE OFFICERS

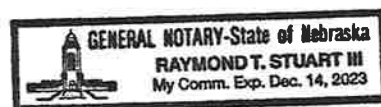
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NEBRASKA LIQUOR CONTROL ACT

6th

January 2020

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ DAY OF _____


NOTARY PUBLIC SIGNATURE & SEAL



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

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Knights of Columbus Council 11879 (St Matthew's Parish)

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

11210 South 36th Street Bellevue, NE

Retail Liquor License Address or Non-Profit Business Address

0574111464

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 3/20/20

Event Start Time(s): 5PM

Event End Time(s): 7:30

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: St Matthew's Parish Center

Event Street Address/City: 11210 South 36th Street Bellevue, NE

Indoor area to be licensed in length & width: 125 X 100

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

Type of Event: Lenten Fish Fry Estimate # of attendees: 300

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: David Boone Event Contact Phone Number: 402 651-0184

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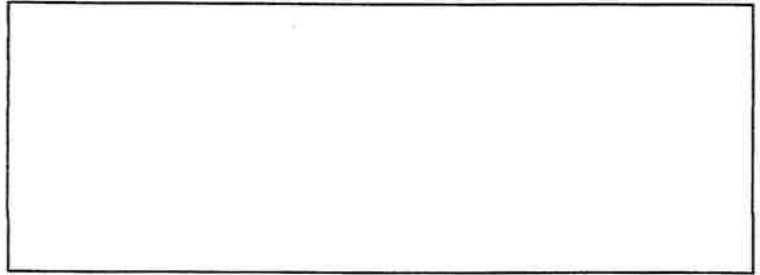
The local governing body for the City/Village of _____ OR County of _____ approves
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Non-Profit Applicants ONLY**

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Knights of Columbus

NAME OF CORPORATION

0574111464

FEDERAL ID NUMBER

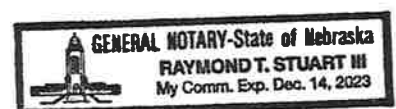
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NEBRASKA LIQUOR CONTROL ACT

6th

January 2020

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC SIGNATURE & SEAL

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Local Recommendation (Form 200)**

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11210 South 36th Street Bellevue, NE

Retail Liquor License Address or Non-Profit Business Address

0574111464

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 3/27/20

Event Start Time(s): 5PM

Event End Time(s): 7:30

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: St Matthew's Parish Center

Event Street Address/City: 11210 South 36th Street Bellevue, NE

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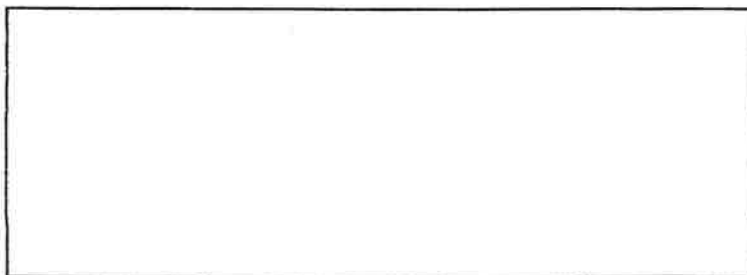
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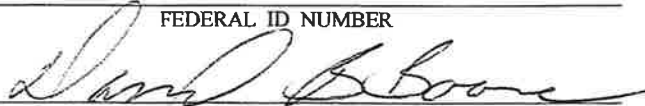
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Knights of Columbus

NAME OF CORPORATION

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FEDERAL ID NUMBER


SIGNATURE OF TITLE OF CORPORATE OFFICERS

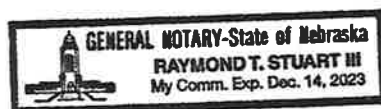
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6th

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11210 South 36th Street Bellevue, NE

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0574111464

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s): 4/3/20

Event Start Time(s): 5PM

Event End Time(s): 7:30

Alternate Date: N/A

Alternate Location Building & Address: N/A

Event Building Name: St Matthew's Parish Center

Event Street Address/City: 11210 South 36th Street Bellevue, NE

Indoor area to be licensed in length & width: 125 X 100

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

Type of Event: Lenten Fish Fry Estimate # of attendees: 300

Type of alcohol to be served: Beer ^{XX} Wine ^{XX} Distilled Spirits ____
(If not marked, you will not be able to serve this type of alcohol)

Event Contact Name: David Boone Event Contact Phone Number: 402 651-0184

Event Contact Email: dbruce1@gmail.com

*Signature Authorized Representative:  Printed Name: Raymond T. Stuart, III

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:

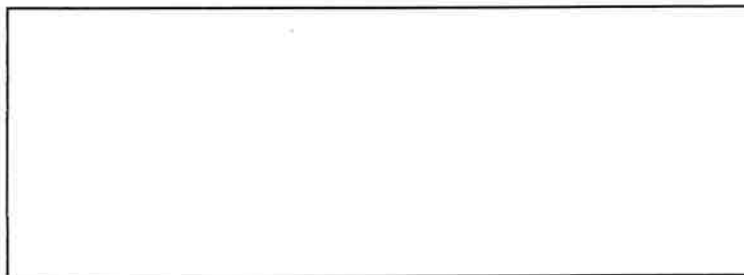
The local governing body for the City/Village of _____ **OR** County of _____ approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

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



This page is required to be completed by Non-Profit applicants only.

**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

I HEREBY DECLARE THAT THE CORPORATION MAKING APPLICATION FOR A SPECIAL DESIGNATED LICENSE UNDER THE NEBRASKA LIQUOR CONTROL ACT IS EITHER A MUNICIPAL CORPORATION, A FINE ARTS MUSEUM INCORPORATED AS A NONPROFIT CORPORATION, A RELIGIOUS NONPROFIT CORPORATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, A POLITICAL ORGANIZATION WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES, OR ANY OTHER NONPROFIT CORPORATION, THE PURPOSE OF WHICH IS FRATERNAL, CHARITABLE, OR PUBLIC SERVICE AND WHICH HAS BEEN EXEMPTED FROM THE PAYMENT OF FEDERAL INCOME TAXES AS PER §53-124.11(1).

AS SIGNATORY I CONSENT TO THE RELEASE OF ANY DOCUMENTS SUPPORTING THIS DECLARATION AND ANY DOCUMENTS SUPPORTING THIS DECLARATION WILL BE PROVIDED TO THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY AGENT OF THE LIQUOR CONTROL COMMISSION IMMEDIATELY UPON DEMAND. I ALSO CONSENT TO THE INVESTIGATION OF THIS CORPORATE ENTITY TO DETERMINE IT'S NONPROFIT STATUS.

I AGREE TO WAIVE ANY RIGHTS OR CAUSES OF ACTION AGAINST THE NEBRASKA LIQUOR CONTROL COMMISSION, THE NEBRASKA STATE PATROL OR ANY PARTY RELEASING INFORMATION TO THE AFOREMENTIONED PARTIES.

Knights of Columbus

NAME OF CORPORATION

0574111464

FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

THE ABOVE INDIVIDUAL STATES THAT THE STATEMENT ABOVE IS TRUE AND CORRECT: IF ANY FALSE STATEMENT IS MADE ON THIS APPLICATION, THE APPLICANT SHALL BE DEEMED GUILTY OF PERJURY AND SUBJECT TO PENALTIES PROVIDED BY LAW. (SEC. §53-131.01) NEBRASKA LIQUOR CONTROL ACT

6th

January 2020

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS _____ DAY OF _____

NOTARY PUBLIC SIGNATURE & SEAL

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

USER NAME: KOCStMatts36

TYPE OF NON-PROFIT: (Check one that best applies)

Municipal ___ **Political** ___ **Fine Arts** ___ **Fraternal** XX **Religious** ___ **Charitable** ___ **Public Service** ___

FEDERAL ID # 0574111464

NAME OF NON-PROFIT CORPORATION (AS NAME IS EXACTLY LISTED BY THE IRS):

Knights of Columbus

ADDRESS: 11210 South 36th Street

CITY Bellevue **COUNTY** Sarpy **ZIP** 68123

CONTACT PERSON: David R Boone

EMAIL ADDRESS: dbruceb1@gmail.com

↑
one

APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE

POLICE REPORT

DATE OF COUNCIL MEETING: 01-21-2020 Due to City Clerk: 01-15-2020

APPLICANT: St. Matthew's Knights of Columbus Council 11879

LOCATION/ADDRESS: 11210 South 36th Street, Bellevue, NE 68123

REQUESTED ACTION: Approval of **SIX** Special Designated Liquor Licenses to sell beer and wine for each Friday (February 28th thru April 4th, 2020), from 5:00 p.m. to 7:30 p.m. for their Annual Lenten Fish Fries

COMMENTS:

Approved 1-13-20

Capt W.A. Hunkeler

Knights of Columbus Council 11879
11210 South 36th Street
Bellevue, NE 68123
January 8, 2020

Nebraska Liquor Control Commission
PO Box 95046
Lincoln, NE, 68509

RE: Prevention of Underage Alcohol Consumption

The Knights of Columbus Council 11879 is sponsoring 6 family oriented Lenten Fish Frys. These fish frys will be held on 6 consecutive Fridays (February 28 through April 4). Most of the attendees are members of the parish. The people working the fish frys are active in the parish and know most of the patrons, because they are neighbors, friends and family. The individuals overseeing the wine and beer sales are instructed to be vigilant for any possible attempts for underage individuals to purchase alcohol. The staff is also instructed not to let anyone remove these beverages from the dining area. Unless the patron is known to be 21 or over they will be asked for a valid ID to ensure they are of legal age. Additionally the staff has been instructed not to serve anyone who appears to be intoxicated.

The parish has hosted these fish frys for several years and have never experienced any underage drinking or intoxication issues. We continue to be responsible to ensure an enjoyable and safe time for all attendees.

A handwritten signature in dark ink, appearing to read "Raymond T. Stuart, III", with a stylized flourish at the end.

Raymond T. Stuart, III
Council Advocate
Knights of Columbus 11879

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

**10d.
1/21/2020**

COUNCIL MEETING DATE: 01/20/2020		SUBMITTED BY: Susan Kluthe, City Clerk	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input checked="" type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Recommend approval of a Special Designated Liquor License for Daniel J Gross Catholic High School

SYNOPSIS/BACKGROUND:

Daniel J Gross Catholic High School would like to be able to sell beer and distilled spirits for a Trivia Night Fundraiser on Saturday, February 29, 2020 at Daniel J. Gross Catholic High School, 7700 S. 43rd Street, Bellevue, from 6:00 p.m. to 10:00 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:

Saturday
Recommend approval of a Special Designated Liquor License for Daniel J. Gross Catholic High School on Friday, February 21, 2020, from 6:00 p.m. to 10:00 p.m. for a Trivia Night Fundraiser, at Daniel J 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 Robbins
[Signature]
[Signature]

**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

Daniel J Gross Catholic High School

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

7700 So. 43rd Street Bellevue, NE 68147

Retail Liquor License Address or Non-Profit Business Address

47-0522441

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

2/29/2020

Event Start Time(s):

6 pm

Event End Time(s):

10 pm

Alternate Date: n/a

Alternate Location Building & Address: n/a

Event Building Name: Daniel J Gross Catholic High School

Event Street Address/City: 7700 So. 43rd Street Bellevue

Indoor area to be licensed in length & width: 115 X 96

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

Type of Event: Fundraiser; Trivia Night Estimate # of attendees: 550

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

Event Contact Name: Tom Van Haute Event Contact Phone Number: 402 297-2576

Event Contact Email: tvanhaute@gcgmail.org

*Signature Authorized Representative: Tom Van Haute Printed Name Tom Van Haute

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:

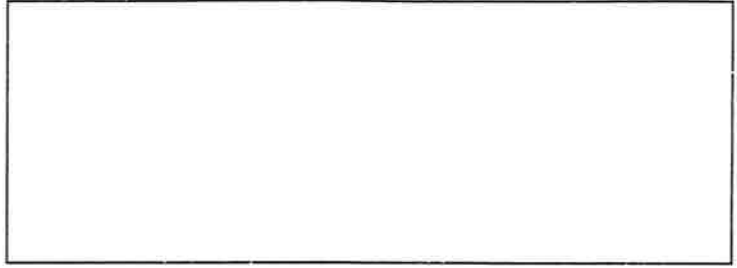
The local governing body for the City/Village of OR County of approves
the issuance of a Special Designated License as requested above. (Only one should be written above)

Local Governing Body Authorized Signature

Date

**APPLICATION FOR SPECIAL
DESIGNATED LICENSE
Non-Profit Applicants ONLY**

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



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**Application for Special Designated License
Under Nebraska Liquor Control Act
Affidavit of Non-Profit Status**

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Daniel J Gross Catholic High School

NAME OF CORPORATION

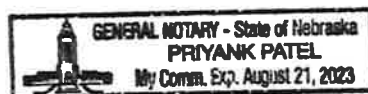
47-0522441

FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 18 DAY OF December, 2019



NOTARY PUBLIC SIGNATURE & SEAL

**APPLICATION FOR A
SPECIAL DESIGNATED LIQUOR LICENSE**

POLICE REPORT

DATE OF COUNCIL MEETING: 01-21-2020 Due to City Clerk: 01-14-2020

APPLICANT: Daniel J Gross Catholic High School

LOCATION/ADDRESS: 7700 S. 43rd Street, Bellevue

REQUESTED ACTION: Request for a Special Designated Liquor License to sell beer,
and distilled spirits for a Trivia Night Fundraiser Event, Friday, February 29, 2020 from
6:00 p.m. to 10:00 p.m. Saturday,

COMMENTS:

Approved 1-6-20

Capt D. J. Stankiewicz

ORDINANCE NO. 3985

AN ORDINANCE TO AMEND SECTION 19-3 PERTAINING TO THE NONEXCLUSIVE ILLUSTRATIVE LIST OF EXAMPLES OF PUBLIC NUISANCES THAT EXIST PURSUANT TO THE DEFINITIONS IN SECTION 19.2: TO REPEAL SUCH SECTION AS HERETOFORE EXISTING IN 19-3: 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 19-3 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 19-3.- Illustrative enumeration.

For the purposes of this chapter, the maintaining, using, placing, depositing, leaving or permitting to be or remain on the public or private property of any of the following items, conditions or actions is a nonexclusive illustrative list of examples of public nuisances that exist pursuant to the definitions in section 19.2:

- (a) Any condition which provides harborage for rats, mice, snakes or other vermin.
- (b) All unnecessary or unauthorized noises and annoying vibrations, including, but not limited to, animal noises.
- (c) All disagreeable or obnoxious gases, odors and/or fumes, as well as the conditions, substances or other causes which give rise to the emission or generation of such gases, odors and/or fumes.
- (d) The dressed or undressed carcasses of fish, animals or fowl, wild game or domestic animals, not disposed of, or removed from the general public view.
- (e) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes, or other substances.
- (f) Any building, structure or location wherein or upon which any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- (g) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

- 1 (h) Any method of human excreta disposal which does not conform to the provisions of this
2 chapter, state law or city ordinance, rule or regulation.
3
- 4 (i) Leaking or defective water pipes, sewer pipes, hydrants, cisterns, wells, gutters, drains, rain
5 spouts or seepage in or about any structure used for human occupancy or the surrounding earth.
6
- 7 (j) Any abandoned or open wells, cisterns or cellars.
8
- 9 (k) The discharge of any filthy or offensive water, swill, liquid or waste from any commercial
10 establishment into or on any street, alley, sidewalk, gutter, vacant lot, stream or river.
11
- 12 (l) Any building or structure, including the ground on which it sits, that is used for the unlawful
13 manufacture, cultivation, growth, production, processing, sale, possession, or storage of any
14 controlled substances as defined in R.R.S. 1943, § 28-401 et seq.
15
- 16 (m) Any building or other structure which is in such a dilapidated condition that it is unfit for
17 human habitation, or kept in such an unsanitary condition that it is a menace to the health of people
18 residing in the vicinity thereof, or presents a fire hazard in the vicinity where it is located.
19
- 20 (n) Any accumulation of stagnant water permitted or maintained on any lot or property.
21
- 22 (o) The parking or storage of any vehicle or machine or parts thereof in violation of any
23 municipal code, state statute or federal law.
24
- 25 (p) Any gathering of five or more persons after 1:00 a.m. but before 6:00 a.m. which results in
26 criminal activity, excessive noise that is the subject of complaints from others, or creates a result
27 in violation of section 19-2(f).
28
- 29 (q) Any open or exposed surface or substrata in any dwelling which is coated with, consists of
30 or contains any lead-based paint or other lead-based coating material is declared to be a hazard
31 and a nuisance if such surface, substrata, or generated debris is accessible or may become
32 accessible to ingestion or inhalation by any person, but particularly children under the age of six,
33 or may become accessible as a result of a remediation, repair, or construction and is flaking,
34 cracking, peeling, scaling, blistered, chipped or loose, and is present on or in any interior or exterior
35 surface, including but not necessarily limited to any porches or their steps, decking, banisters or
36 railing, walls, windows and sills, doors and jambs, ceilings, exterior trim, boarding, or fascia.
37
- 38 (r) Any building, structure or dwelling which has upholstered or other furniture which is
39 designed or manufactured primarily for indoor use, including but not limited to upholstered chairs,
40 upholstered couches, appliances, and mattresses used or left on unenclosed exterior porches,

1 balconies or in an exposed open area including but not limited to decks, patios, roofs, yards,
2 driveways or walkways.

3
4 (s) Every other act or thing done, made, permitted, allowed or continued on any property,
5 whether public or private, detrimental to the health or likely to injure any of the inhabitants of the
6 city or its extraterritorial jurisdiction.

7
8 Section 2. That Section 19-3 of the Bellevue Municipal Code as heretofore existing is hereby
9 repealed in its entirety.

10
11 Section 3. This Ordinance shall take effect and be in full force from and after its passage, approval
12 and publication as provided by law.

13
14 ADOPTED by the Mayor and City Council this _____ day of _____ 2019.

15
16
17
18 _____
19 Mayor, Rusty Hike

20
21 ATTEST:

22
23 _____
24 City Clerk

25
26 APPROVED AS TO FORM:

27
28 _____
29 City Attorney

30
31
32 First Reading 12-17-19
33 Second Reading _____
34 Third Reading _____



1/21/2020

CHAPTER 7

ABATEMENT METHODS

Learning Objectives	7-3
Skit: On the job	7-4
Discussion Questions	7-4
Lead-based paint abatement	7-5
Replacement	7-6
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Paint removal	7-11
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Lead Abatement for Workers



Learning Objectives

In this chapter you will learn about

- replacement
- enclosure
- encapsulation
- paint removal by
 - wet scraping and planing
 - electric heat guns
 - HEPA sanders
 - HEPA needle guns
 - chemical strippers



Skit: On the job

Abdul and Ed have been working on a house in an older neighborhood for the last two weeks. Their boss told them that the job should not take more than three weeks.

Abdul: Hey! Slow down buddy. What are you doing dry scraping that trim? You know the specs say no dry scraping.

Ed: Don't worry about it. You can just clean up underneath me as I go. I'll help you clean up once I'm done.

Abdul: Yeah, but dry scraping creates a lot of dust.

Ed: No problem. You're wearing your respirator, right?

Abdul: Respirators will only protect you so much. We're going to have a tougher time doing clean-up. You really need to slow down and cut out the dry scraping.

Ed: And you need to quit talking and start cleaning. If you can't keep up with me, that's your problem, not mine.

Discussion questions

1. Who is right, Abdul or Ed?
2. Is there anything wrong with dry scraping if you clean it up immediately?
3. Why is Abdul concerned about the dry scraping if he is wearing a respirator?
4. Do you agree or disagree with the following statements?
_____ Abdul should work faster and clean up after Ed.
_____ Ed should slow down and stop dry scraping.
5. Why do you think Ed is in such a hurry?
6. What could the supervisor do to ensure that no dry scraping occurs at the site?

What do you think?





Lead-based paint abatement

The Lead-Based Paint Hazard Reduction Act of 1992 states “abatement” refers to the methods used to permanently get rid of lead-based paint hazards. HUD has defined permanent as lasting at least 20 years. Getting rid of lead-based paint hazards means making lead-based paint unavailable, so that it is no longer a hazard. Remember, EPA defines a “paint-lead hazard” as

- lead-based paint on any friction surface that rubs against another surface and creates a dust-lead hazard
- lead-based paint that is damaged or deteriorated on any impact surface
- any chewable lead-painted surface on which there is evidence of teeth marks
- any other deteriorated lead-based paint on the inside or outside of any residential building or child-occupied facility.

There are four basic methods of lead abatement:

- **replacement**—removing the building part with lead-based paint on it and replacing it with a new one;
- **enclosure**—covering the lead-based paint with a solid barrier;
- **encapsulation**—coating the lead-based painted surface so that it is not accessible;
- **paint removal.**

Enclosure and encapsulation are permanent solutions, but these methods do not **remove** the lead-based paint; they abate the lead-based paint hazard.

Four methods of lead abatement

- **replace;**
- **enclose;**
- **encapsulate;**
- **remove.**



Replacement is a permanent solution.

Replacement can create a lot of dust.

Replacement

Replacement means removing the lead-painted building part (such as a window) and replacing it with a new one that is not painted with lead-based paint. This method is mostly recommended for windows, doors, and other woodwork that are painted with lead-based paint.

Advantages

Replacement is the easiest and quickest way to get rid of lead-based paint. Replacement removes lead-based paint forever. It is a **permanent solution**. When combined with overall modernization, replacing windows can upgrade the building itself. Replacement can lower heating bills and maintenance costs.

Disadvantages

Replacement is expensive. It takes a lot of work. Skilled carpenters are often needed to put in the new parts—especially windows and doors. Surfaces next to the part being removed may get damaged. The replacement part may not be as good as the original.

Replacement can involve demolition work. It can create a lot of dust. To keep lead levels down, wet mist and HEPA (High Efficiency Particulate Air)-vacuum the old building part before removing it.



Replacement often requires manual demolition. Old building parts must be torn out and removed. Manual demolition is a Class 1 task under OSHA. You must wear an appropriate respirator and protective clothing unless your employer has sampled the air for lead and this job does not release a lot of lead dust into the air. Lead abatement tasks are identified in OSHA's Lead in Construction Standard and defined in Chapter 3 of this manual. After removing the building part, wet mist the part again, wrap it in poly, and seal it with duct tape. Store it until it can be disposed of properly. Wet down and clean up debris as you work. This helps keep lead dust levels down. You will learn more about cleanup and waste disposal in Chapter 8.



Enclosure

Enclosure means covering the lead-based paint with a solid, dust-tight barrier. The lead-based paint is enclosed behind the barrier. An enclosure keeps the lead-based paint away from the rest of the building. It keeps lead away from the building occupants.

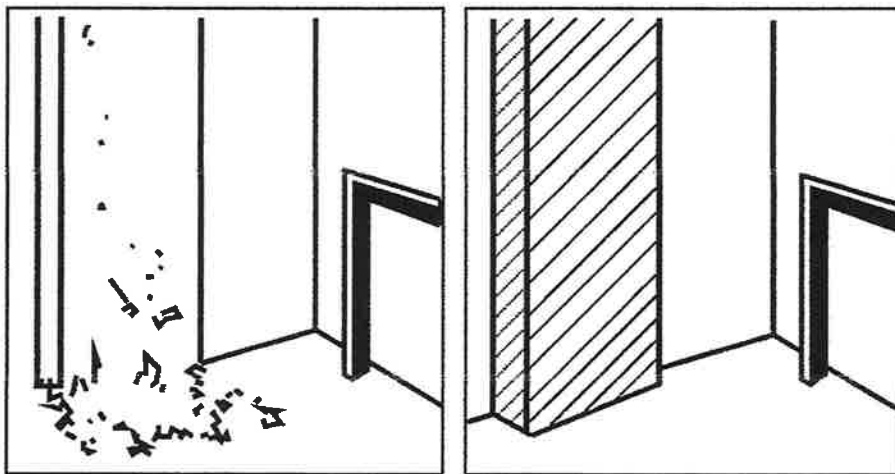
The materials used to enclose the lead-painted surface must be durable. Common materials used to build enclosures include:

- underlayment
- aluminum
- panelling
- fiber board
- vinyl
- plywood
- drywall
- tile
- acrylic sheets

Wall paper and contact paper are **not** enclosure materials. They are not dust-tight.

Before you enclose a surface, remove all peeling and chipping paint. Also fix any “source problems” such as water leaks or moisture sources. If source problems are not fixed, the enclosure that you build will get damaged and fail. After fixing the source problem, HEPA vacuum the area to be enclosed. This will collect any loose lead dust.

An enclosure is a dust-tight, solid barrier.



**AN ENCLOSURE KEEPS LEAD-BASED PAINT AWAY FROM OCCUPANTS
AND THE REST OF THE BUILDING.**

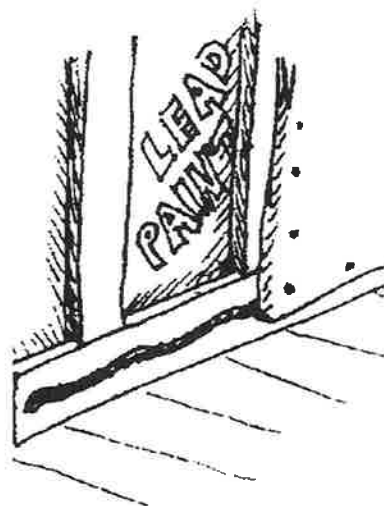


An enclosure prevents lead dust from leaking out.

Label the surface "LEAD-BASED PAINT" before you enclose it. Use spray paint or something similar.

When you enclose a surface, make sure that the lead dust will not leak out of the edges or seams. Seal all seams with caulk. Back-caulk the perimeter of the enclosure material before you install it. Then mechanically attach the enclosure material to the lead-painted surface. Use nails or screws. You need to use both adhesive and physical fasteners to create a dust-tight seal. A dust-tight seal prevents lead-dust leaks.

The new surface must stay in place. The enclosure must be made so that no one, especially not a small child, can remove it. The enclosure material must be strong and durable. If there are building plans, the areas where enclosures cover lead-based paint need to be marked and identified in the plan. This will show workers who work in the building in the future that lead is located there.



Advantages

Enclosures are made using locally available construction materials. Enclosures are durable and, if done right, don't create much waste or dust.

Disadvantages

Enclosure does not permanently remove the lead-based paint. The lead source still remains underneath the covering. Renovation or repair work to enclosed surfaces will disturb the lead-based paint. It will release lead dust that has collected behind the enclosure barrier. Enclosed surfaces and joints of the enclosures must be monitored for damage and deterioration.

An enclosure does not permanently remove lead-based paint.



Encapsulation

Encapsulation means coating the lead-painted surface with a thick, durable sealing material. Surface preparation is critical when encapsulants are used. Some systems include a mesh as well. The coating prevents lead dust from being released. Encapsulants are best used on building materials that are in good condition. You need an encapsulant with mesh for surfaces that have some chipping or peeling.

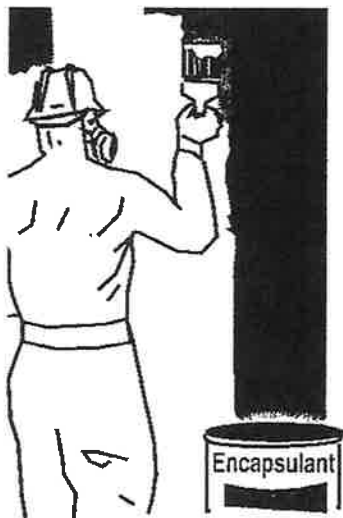
Encapsulants must be strong enough so you can not easily break or chip the surface. They must completely cover the lead surface and have a dust-tight seal. Encapsulants must be flexible and strong. You should not be able to damage the encapsulated surface with impact. Make sure that the encapsulant you use is not toxic and that it is flame resistant. Read the MSDS (Material Safety Data Sheet). Wallpaper, contact paper, and new paint are **not** encapsulants.

There are many different kinds of encapsulants on the market. The quality and reliability of encapsulants vary greatly. ASTM has developed three standards for encapsulants. Only encapsulants that meet these standards should be used. Check your state and local laws. In some areas of the country, encapsulants must be approved by state or local government on a case-by-case basis.

Preparing the surface

You must follow all of the manufacturer's instructions on how to prepare the surface. The wall or surface must be in good condition to use encapsulants. Encapsulation will not work if the wall is separating from the wood or lath. It will not work if the plaster is separating. It will not work if the surface is very damaged or deteriorated.

The surface to be covered needs to be prepared first. Moisture sources must be removed and the surface allowed to dry. Peeling paint should be wet scraped. The surface should be wet cleaned and allowed to dry. (You can use a HEPA vacuum to clean the surface if a wet cleaning is not recommended by the manufacturer.) If these steps are skipped, the encapsulant will fail.



Applying the encapsulant

You must follow all of the manufacturer's instructions on how to apply the encapsulant. Encapsulants are usually easy to apply. Often they can be applied like you apply paint. **If the encapsulant is improperly applied, it will fail.** It can separate from the paint. This will cause the paint to peel and create lead dust.

It is best to use encapsulants on building materials that are in good condition.

Make sure it is legal to use the encapsulant in your local area.

You must prepare the surface.

Follow directions when you use an encapsulant.



Always do a "test patch."

Doing a test patch

Not all encapsulants can be used on all surfaces. Some encapsulants will not work on certain surfaces. For this reason, you must do a "test patch" of the encapsulant on the surface to be covered. Read and follow the manufacturer's instructions. If the test patch bubbles or cracks, then it has failed. If the test fails, do not use this encapsulant on this surface. Test other encapsulants or use another abatement method.

Using the right personal protective equipment

The type of personal protective equipment you need depends on the type of encapsulant you use. Suits and respirators should be worn when you do any repair work before applying the encapsulant. For some chemical encapsulants, you will need special filters, and chemical-resistant gloves and suits. When using some encapsulants you will need to use an organic vapor filter as well as a HEPA filter on your respirator.

Make sure the area has a good flow of air. You might need extra ventilation. Good ventilation is very important when using an encapsulant. Be sure to check the product's MSDS for specific safety measures.

Advantages

Encapsulation usually does not generate a lot of dust. It may be less costly than other abatement options. A wide range of products meeting the ASTM standards is available.

Disadvantages

Encapsulation does not permanently remove the lead-based paint. The lead source still remains underneath the covering. Any renovation or repair work to encapsulated surfaces will disturb the lead-based paint. Encapsulants do not work on all surfaces. They need to be tested. "Patch testing" the encapsulant takes time.

Encapsulated surfaces need to be inspected regularly for damage and deterioration. Encapsulants can fail, especially if the underlying surface was not properly prepared or the encapsulant was not applied correctly. Sometimes encapsulants separate from the surface. This is called encapsulant failure. Encapsulants should not be used on impact or friction surfaces.

Using some encapsulant products may create hazardous waste. Hazardous waste has to be disposed of properly. You will learn about disposal of hazardous waste in Chapter 8.

Encapsulation does not remove the lead-based paint.



Paint removal

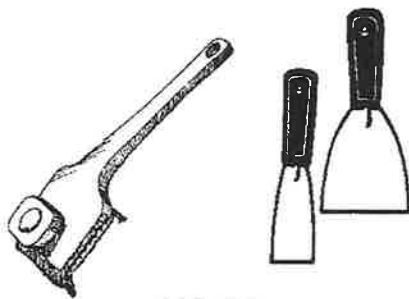
Removal means taking off lead-based paint. Removal methods create a lot of lead dust and waste. To begin, wet mist and HEPA vacuum old building parts. Clean up debris as you work. Keep lead-dust levels down. Paint can be removed by using one or more of the following methods:

- wet scraping down to the substrate
- wet planing
- using electric heat guns
- using local-exhaust hand tools
- chemical stripping
- vacuum and water blasting (exterior only)

Wet scraping

Wet scraping means misting loose paint before scraping it. Dry scraping paint creates a huge amount of dust. Avoid dry scraping lead-based paint. Mist the loose paint before you scrape it. Continue to wet it while you scrape. Doing this keeps lead dust levels down.

Wet scraping is often used to prepare a surface for painting. It does not mean removing all of the paint—only the loose paint. Wet scraping and painting can be used as an interim control.



SCRAPERS

WARNING: Never wet surfaces near electrical outlets even if the circuit is turned off. You could get an electric shock.

A scraper is a blade-like tool used to remove paint. They come in different sizes. Scrapers should be kept sharp at all times. A mill file is good for keeping scrapers sharp.

Clean up the paint scrapings and dust as you work. Wet and bag the debris as you go. This keeps lead-dust levels down.

Manual scraping is a Class 1 task. To be safe, wear appropriate respiratory protection and disposable suit, gloves, and goggles when you wet scrape. You will get a lot of paint chips and lead dust on your disposable suit. HEPA vacuum the outside of your suit as you exit the work area.

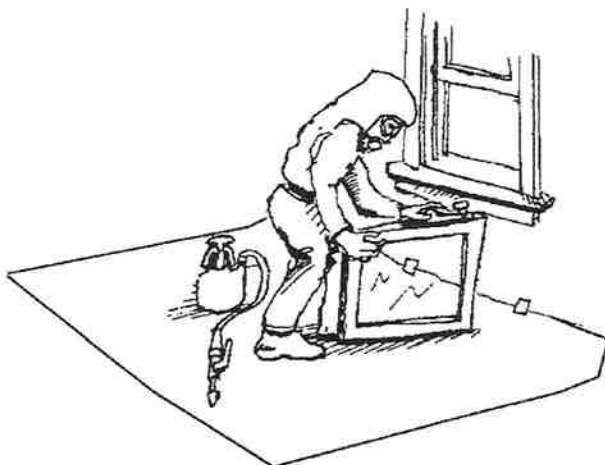
Removal methods create a lot of lead dust.

Wet the paint before you scrape it.

Clean up as you work.



Wet the paint before you plane it.



Wet planing

Wet planing is much like wet scraping. It means misting the surface before you plane it. Wet planing creates dust. Wear a respirator and protective clothing to be safe.

A plane is a carpenter's tool for shaving a wooden surface. You can use a plane to remove lead-based paint from impact surfaces such as

the edges of a door. You can use a plane on friction surfaces such as the edges of windows that rub together when you open or close the window.

Electric heat guns



Heat guns that generate heat of 1,100° F or more are prohibited. Electric heat guns may be used to force warmed air onto a painted surface. The heat softens the paint. The loosened paint is then scraped off with hand tools.

Do not use a heat gun above 1,100° F.

Heat guns can burn you and the building.

Use heat guns **very** carefully. Heat guns can cause serious burns on your skin. They can damage the building material from which you are removing paint. They can even cause a fire. Before using a heat gun, check the building material and the other side of the wall. Heat guns can ignite a fire on the other side of the surface material. **Have an ABC (multiuse) fire extinguisher on hand.**

Heat guns can create dangerous lead fumes.

Heat guns that operate at 1,100° F or more can cause lead-based paint to produce toxic fumes. Fumes are created when a metal is heated. Lead fumes contain many tiny particles of lead. These tiny particles are very easy to breathe. The lead fumes quickly travel deep into your lungs and then cross into the blood. Heat can also cause the paint to release organic vapors. Organic vapors come from chemicals used to make paint. High heat can turn the chemicals into dangerous vapors.





You should wear a Powered Air Purifying Respirator (PAPR) when you use a heat gun to protect yourself against dust and fumes. The PAPR should have both a HEPA filter and an organic vapor cartridge. Some states say you **must** wear a PAPR when using a heat gun. You are dry scraping when you use a heat gun. This could create a lot of dust. Using a heat gun is a Class 1 task. The OSHA Lead Standard says you can ask your employer for a PAPR. If you ask for a PAPR, your employer must provide you one if you are working above the PEL and it is protective against the contaminants in your work area.

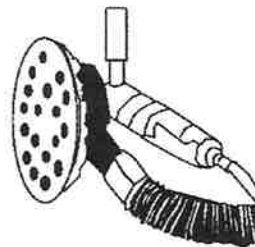
Local exhaust hand tools

Local exhaust hand tools are power tools that you can hold in your hand. They have a hose that attaches to a vacuum, which has a HEPA filter. This system is called a local HEPA exhaust system. There are a number of local exhaust hand tools for lead-abatement work. Using local exhaust hand tools is a Class 1 task.

Follow the manufacturer's instructions for proper use of local exhaust hand tools. Never remove or pull back the shroud or cover. The cover is needed for the vacuum to work. Shrouded tools are difficult to use. Sometimes you cannot see what you are doing. You **must move the tool very slowly to keep the shroud in place**. The tool must be used flat against the surface. If you work too fast, the shroud seal will break and lead dust will get into the air.

- **HEPA sanders**

Sanding generates huge amounts of dust. A HEPA sander is a power sander fitted with a HEPA vacuum to catch and filter lead dust as it is created. Always use a HEPA sander when you sand lead-based paint. Limit the use of HEPA sanding to flat surfaces for feathering or finishing only.

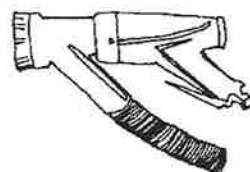


HEPA SANDER

- **Needle gun with HEPA filter**

A needle gun has many metal rods. The rods are contained inside a shroud (cover). The rods loosen and break the surface paint. The shroud catches most of the lead dust. The local exhaust pulls them into the HEPA filter.

Needle guns are best used on metal or masonry surfaces. They are useful on pipes and structural steel. They will damage wood surfaces. **Wear hearing protection when you use a needle gun.**



HEPA NEEDLE GUN

Local exhaust tools have a HEPA vacuum attached to them.

Sanding generates large amounts of dust.



Do not use sanders, saws, drills, or needle guns without a HEPA attachment.

Chemical stripping strips paint with solvents or caustic paste.

- **HEPA saws and drills**

Other hand tools, such as saws and drills, can be fitted with HEPA exhaust systems. The HEPA system catches and filters most of the lead dust as it is created. The drill, like the needle gun, has a cover. **Wear hearing protection when you use a HEPA saw or drill.**



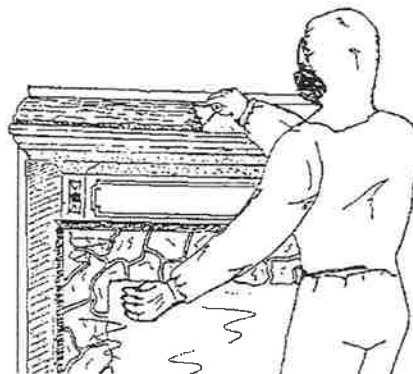
HEPA DRILL



HEPA SAW

Chemical stripping

The use of chemicals in the form of solvents or caustic paste to strip off paint is called chemical stripping. Chemical solvents dissolve the paint. Caustic paste melts paint into a goo that is scraped off with hand tools. Chemical stripping always involves manual scraping. Wear eye protection, a respirator, and protective clothing to be safe from the chemicals and from lead. Chemical strippers give off harmful chemical vapors. You will need to wear combination filters on your respirator.



After the paint is removed, carefully clean the surface. Then use a special rinse to neutralize the surface. The rinse balances the acid or base of the stripping chemicals. Check with pH indicators to make sure the neutralizer worked. Repainted surfaces will fail if the caustic paint stripper is not completely removed and the surface is not neutralized. The surface may need to be smoothed and reglued before it is repainted.

Chemical stripping can be done on- or off-site. When chemical stripping is done off-site or when you send painted material off-site to be stripped, you should wet down and clean up any debris generated when you remove the component. Mark the component in order to identify the place that it was removed from. Place such markings in an out-of-the-way place. Be sure to use markings that will not be removed by stripping products (i.e., engraving). Mist the building part with water and remove it. **Wrap it in poly.** You may need to wear a respirator and protective clothing when you do this.

Send the component to a professional stripping shop. At the shop it will be dipped in a tank full of chemical stripping agents. The paint will dissolve right off the surface.



When the component is returned, be sure to wash it before you reinstall it. Make sure it is properly neutralized. You may also need to refinish and reglue it. Remember to wear a respirator if you sand the surface—chemical stripping always leaves some lead behind.

Advantages

Chemical paint strippers are useful to preserve the detail on decorative doors, molding, and trims. They are used on old antique trims or molding that can not be replaced.

Sending the work somewhere else keeps hazardous chemical strippers out of your work area.

Disadvantages

Chemical strippers may create hazardous waste. Strippers are often made of hazardous materials and may have to be disposed of as hazardous waste. The liquid waste generated through rinsing and cleaning may also be hazardous waste. Hazardous waste has to be contained and disposed of in a special way. It must be handled correctly, or it can hurt workers and the environment. Sending the work off-site protects you and your work site. It does not protect the work site or workers where the stripping takes place. Your employer is required to find out if each job generates hazardous waste.

Chemical stripping leaves some lead behind. This leftover lead soaks into the pores and cracks of a surface, especially wood, where it hardens. Wear a respirator if you sand the surface. Clean the stripped surface carefully, or the leftover lead will mix with the new non-lead-based paint. When the new paint chalks, chips, or peels, the lead will get into the dust all over again. Clean up any dust or debris using wet cleaning methods and HEPA vacuuming.

Caustic strippers can damage the building material.

Leftover stripper will cause the new paint coat to fail. It will damage the building material. This can happen if the surface was not cleaned properly. Cleaning is an important job that takes a lot of time. Another reason the new paint might fail is that the neutralizer did not work properly. It is very important to test the surface to see if the neutralizer has worked. If the surface is not neutral, you must clean and neutralize it again. Do this process over and over until the surface is neutral. This could take days.

Removing a building component for off-site stripping will create dust. An old building component may break when you try to remove it. To keep dust levels down, mist the component with water before you remove it. Wet down and clean up any debris generated. Wear the right protective gear and follow proper hygiene practices.

Chemical strippers are dangerous!

Material Safety Data Sheets (MSDSs) give you safety instructions about using chemical products.

Chemical stripping creates hazardous waste—both on site and off site.



Read your Material Safety Data Sheets.

Any chemical that can remove paint will harm you if it touches your skin or gets in your eyes.

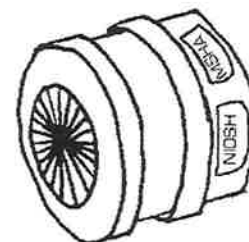
Caustic strippers will burn your skin. When you scrape a caustic, it can create a dust or mist that can get into your eyes, nose, mouth, and throat. Solvent strippers can be very dangerous. Some solvents can damage your skin, others pass through your skin into your blood. Solvents can damage your brain, nervous system, blood, liver, kidney, and heart.

- Find out where the eye-wash station is so you know where to find it if you need it.
- Never do chemical stripping above your head.
- Keep chemicals off your skin and out of your eyes.
- Wear chemical-resistant, rubber gloves and suits. Wear eye goggles and gloves that extend up your arm towards your elbows.

Some stripping chemicals have toxic vapors which you should not breathe.



- **Do not use strippers that contain methylene chloride.** Methylene chloride is extremely toxic. It can cause cancer and other major health problems.
- Only use chemical strippers in well-ventilated areas.
- Use the right respirator filters. Make sure your respirator cartridges will protect you from the chemicals in the stripper. You may need a combination filter when you are removing lead with a chemical stripper.





Some strippers can cause a fire. The vapors they give off create a fire hazard.

- Do not use them around electric heaters, heat guns, or any electrical equipment.
- Have an ABC fire extinguisher on hand.
- Have a plan in case of a fire.
- Mark and know where the emergency exits are.
- Post the emergency phone numbers.
- Know where the phone is and how to use it.
- Have a designated meeting place outside the work area.



Vacuum and water blasting (exterior methods)

Paint can be removed by vacuum blasting and water blasting. These methods are to be used for **exterior work only**. Vacuum blasting requires a HEPA vacuum. Both methods are very expensive. They create a lot of waste. They can damage the treated surface, especially wood. Neither method is used very often. **Vacuum blasting** can be used on a variety of surfaces, but it works best on flat surfaces. **Water blasting** creates waste water that is considered hazardous. It must be contained and disposed of **properly**.

After the lead-based paint is removed, the bare surface must be cleaned and smoothed. Then, the surface must be inspected. If it passes inspection, it can be repainted with non-lead-based paint or covered with other materials.

Only use vacuum and contained water blasting for outside work.



Torching and flame burning lead-based paint are not allowed in residential abatement.

Prohibited methods

HUD and EPA do **not** allow some methods on residential lead abatement jobs (including child-occupied facilities). These methods are not allowed because they are hazardous. They include

- torch or flame burning;
- machine sanding or grinding (unless equipped with a HEPA filter);
- abrasive blasting or sandblasting (unless equipped with a HEPA filter);
- dry scraping of lead-based paint*;
- using a heat gun above 1100 degrees Fahrenheit.



NO TORCH BURNING!

*Dry scraping of lead-based paint is only allowed in the following situations:

- when scraping while using a heat gun or around electrical outlets;
- when scraping defective paint spots totaling no more than two square feet in any one room, hallway or stairwell or totaling no more than 20 square feet on exterior surfaces.



NO DRY SANDING!

HUD does not allow the use of paint strippers in poorly ventilated work spaces.

Additionally, HUD prohibits the use of methylene chloride paint strippers, as well as the use of other paint strippers in poorly ventilated work spaces.


Some states or localities may prohibit the use of methylene chloride paint strippers. Methylene chloride paint strippers may cause cancer.


Remember, wallpapering or repainting *are not* lead-based paint abatement methods.

Wall papering and painting are not lead-based paint abatement methods.



Key facts for Chapter 7

 Always wear a respirator and protective clothing when doing abatement work.

 Clean up as you work.

There are four methods to abate lead-based paint:

- Replacement
- Enclosure
- Encapsulation
- Paint removal


 Replacement permanently removes the lead-based paint.

Replacement can increase the value of the building.

It can create a lot of dust.

Wet mist before removing the old part.

Clean up as you work.


 An enclosure is a dust-tight solid barrier.

A dust-tight enclosure prevents lead dust from leaking out.

Lead-based paint remains.

The surface must be HEPA vacuumed before enclosure.

The enclosure must be strong and durable.

 Encapsulation means coating the lead-painted surface with a thick, durable sealing material.

Encapsulation is best used on building parts in good condition.

Whenever you encapsulate, you must prepare the surface first.

Always do a "test patch."


Lead-based paint remains.

Encapsulants may fail.

Make sure the encapsulant you use is legal in your area.

 Paint removal methods create a lot of lead dust.

Mist the paint before you scrape or plane it.

 Heat guns may create dangerous lead fumes and toxic vapors.

Do not use a heat gun that heats above 1,100° F.

Heat guns can burn you and the building.

Wall papering and painting are not lead-based paint abatement methods.



- Use only local exhaust tools that have a HEPA vacuum attached to them to remove lead-based paint.

Mechanical hand tools create large amounts of dust.

- Only use sanders, saws, needle guns or drills that have a HEPA attachment.

- Chemical stripping removes paint by means of solvents or caustic paste.

- Chemical strippers are dangerous!

Chemical stripping may create hazardous waste—on site and off.

Wear chemical-resistant coveralls, gloves and booties.

Always wear eye protection.

Do not use strippers that contain methylene chloride.

Some strippers can create a fire hazard.

Make sure you have an ABC fire extinguisher on site.

- Vacuuming and water blasting should only be used for outside work.

- HUD and EPA do not allow these lead-abatement methods for residential work:

torch or flame burning;

machine sanding or grinding (unless equipped with a HEPA filter);

abrasive blasting or sandblasting (unless equipped with a HEPA filter);

dry scraping of lead-based paint (with a few exceptions);

using a heat gun above 1,100 degrees Fahrenheit.

- HUD does not allow the use of paint strippers in poorly ventilated work spaces.



For more information

These publications have more information on the topics covered in this chapter. Your instructor has a copy of the publications marked with a star (*). You can order your own copies by calling 1-800-424-LEAD.

*EPA, *Lead: Identification of Dangerous Levels of Lead; Final Rule*; 40 CFR Part 745 (January 2001).

*EPA, *Lead: Requirement for Lead-Based Paint Activities in Target Housing and Child-occupied Facilities*; 40 CFR Part 745 (August 1996).

*HUD, *Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule* (September 1999).

*HUD, *Guidance for the Evaluation and Control of Lead-Based Paint Hazards in Housing* (July 1995).

*NIOSH, *Preventing Lead Poisoning in Construction Workers*, NIOSH Document No. 91-116A (April 1992).

*OSHA, *Interim Final Lead in Construction Standard*, 29 CFR 1926.62 (May 1993).
OSHA, *Lead in Construction*, OSHA 3142 (1993).

*Society for Occupational and Environmental Health, *Protecting Workers and Their Communities from Lead Hazards: A Guide for Protective Work Practices and Effective Worker Training* (1993).



Lead Abatement for Workers

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

12a.
1/21/2020

COUNCIL MEETING DATE:		SUBMITTED BY: <u>Police</u>	
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 checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to amend Section 19-3 pertaining to lists of examples of public nuisances.

SYNOPSIS/BACKGROUND:

To update Section 19-3 of the Bellevue City Code pertaining to the illustrative list of examples of public nuisances, for the purposes of the maintaining, using, placing, depositing, leaving or permitting to be or remain on the public or private property of any of the listed items, conditions or actions and to declare to be public nuisances.

FISCAL IMPACT: 0.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Approve to amend Section 19-3 of the Bellevue City Code pertaining to the nonexclusive illustrative list of examples of public nuisances.

ATTACHMENTS:

1. <u>Red-lined Ordinance No.</u>	2. <u>Clean Ordinance No.</u>	3. <u></u>
4. <u></u>	5. <u></u>	6. <u></u>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Byler Robbins
[Signature]

ORDINANCE NO. 3985

AN ORDINANCE TO AMEND SECTION 19-3 PERTAINING TO THE NONEXCLUSIVE ILLUSTRATIVE LIST OF EXAMPLES OF PUBLIC NUISANCES THAT EXIST PURSUANT TO THE DEFINITIONS IN SECTION 19.2: TO REPEAL SUCH SECTION AS HERETOFORE EXISTING IN 19-3: 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 19-3 of the Bellevue Municipal Code is hereby amended to read as follows:

Sec. 19-3.- Illustrative enumeration.

For the purposes of this chapter, ~~the maintaining, using, placing, depositing, leaving or permitting to be or remain on the public or private property of any of the following items, conditions or actions the following~~ is a nonexclusive illustrative list of examples of public nuisances that exist pursuant to the definitions in section 19.2:

- (a) Any condition which provides harborage for rats, mice, snakes or other vermin.
- (b) All unnecessary or unauthorized noises and annoying vibrations, including, but not limited to, animal noises.
- (c) All disagreeable or obnoxious gases, odors and/or fumes, as well as the conditions, substances or other causes which give rise to the emission or generation of such gases, odors and/or fumes.
- (d) The dressed or undressed carcasses of fish, animals or fowl, wild game or domestic animals, not disposed of, or removed from the general public view.
- (e) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes, or other substances.
- (f) Any building, structure or location wherein or upon which any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- (g) Dense smoke, noxious fumes, gas, soot or cinders, in unreasonable quantities.

1 (h) Any method of human excreta disposal which does not conform to the provisions of this
2 chapter, state law or city ordinance, rule or regulation.

3
4 (i) Leaking or defective water pipes, sewer pipes, hydrants, cisterns, wells, gutters, drains, rain
5 spouts or seepage in or about any structure used for human occupancy or the surrounding earth.

6
7 (j) Any abandoned or open wells, cisterns or cellars.

8
9 (k) The discharge of any filthy or offensive water, swill, liquid or waste from any commercial
10 establishment into or on any street, alley, sidewalk, gutter, vacant lot, stream or river.

11
12 (l) Any building or structure, including the ground on which it sits, that is used for the unlawful
13 manufacture, cultivation, growth, production, processing, sale, possession, or storage of any
14 controlled substances as defined in R.R.S. 1943, § 28-401 et seq.

15
16 (m) ~~Every other act or thing done, made, permitted, allowed or continued on any property,~~
17 ~~whether public or private, detrimental to the health or likely to injure any of the inhabitants of the~~
18 ~~city or its extraterritorial jurisdiction.~~ Any building or other structure which is in such a dilapidated
19 condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a
20 menace to the health of people residing in the vicinity thereof, or presents a fire hazard in the
21 vicinity where it is located.

22
23 (n) Any accumulation of stagnant water permitted or maintained on any lot or property.

24
25 (o) The parking or storage of any vehicle or machine or parts thereof in violation of any
26 municipal code, state statute or federal law.

27
28 (p) Any gathering of five or more persons after 1:00 a.m. but before 6:00 a.m. which results in
29 criminal activity, excessive noise that is the subject of complaints from others, or creates a result
30 in violation of section 19-2(f).

31
32 (q) Any open or exposed surface or substrata in any dwelling which is coated with, consists of
33 or contains any lead-based paint or other lead-based coating material is declared to be a hazard
34 and a nuisance if such surface, substrata, or generated debris is accessible or may become
35 accessible to ingestion or inhalation by any person, but particularly children under the age of six,
36 or may become accessible as a result of a remediation, repair, or construction and is flaking,
37 cracking, peeling, scaling, blistered, chipped or loose, and is present on or in any interior or exterior
38 surface, including but not necessarily limited to any porches or their steps, decking, banisters or
39 railing, walls, windows and sills, doors and jambs, ceilings, exterior trim, boarding, or fascia.

(r) Any building, structure or dwelling which has upholstered or other furniture which is designed or manufactured primarily for indoor use, including but not limited to upholstered chairs, upholstered couches, appliances, and mattresses used or left on unenclosed exterior porches, balconies or in an exposed open area including but not limited to decks, patios, roofs, yards, driveways or walkways.

(s) Every other act or thing done, made, permitted, allowed or continued on any property, whether public or private, detrimental to the health or likely to injure any of the inhabitants of the city or its extraterritorial jurisdiction.

Section 2. That Section 19-3 of the Bellevue Municipal Code as heretofore existing is hereby repealed in its entirety.

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

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

Mayor, Rusty Hike

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

First Reading _____
Second Reading _____
Third Reading _____

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13a.
1/21/2020

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

SUBJECT:

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

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO <input type="text"/>		COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: NO <input type="text"/>	
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 <input type="text"/>	
CIP PROJECT NAME: <input type="text"/>		CIP PROJECT NUMBER: <input type="text"/>		
STREET DISTRICT NAME (S): <input type="text"/>		STREET DISTRICT NUMBER (S): <input type="text"/>		
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>		ACCOUNT NUMBER: <input type="text"/>		

RECOMMENDATION:

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

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



ORDINANCE NO. 3984

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR NEAR 1606 CAMP GIFFORD ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

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

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

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

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

(Nick Brim and Megan Crain)

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

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Nick Brim and Megan Crain

GENERAL LOCATION: 1606 Camp Gifford Rd

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

CITY COUNCIL HEARING DATE: February 4, 2020

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

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

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

VOTE:

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

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

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

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

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

I. GENERAL INFORMATION

A. APPLICANTS:

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

B. PROPERTY OWNERS:

Nick Brim
1508 Camp Gifford Road
Bellevue, NE 68005

Todd Santoro
1606 Camp Gifford Road
Bellevue, NE 68005

C. GENERAL LOCATION:

1606 Camp Gifford Road

D. LEGAL DESCRIPTION:

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

E. REQUESTED ACTIONS:

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

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

F. EXISTING ZONING AND LAND USE:

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

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 9.7 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

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

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

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

C. REVELANT CASE HISTORY:

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

D. APPLICABLE REGULATIONS:

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

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

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

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

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

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

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

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

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

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

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

No other comments were received in this case.

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

VI. ATTACHMENTS TO REPORT

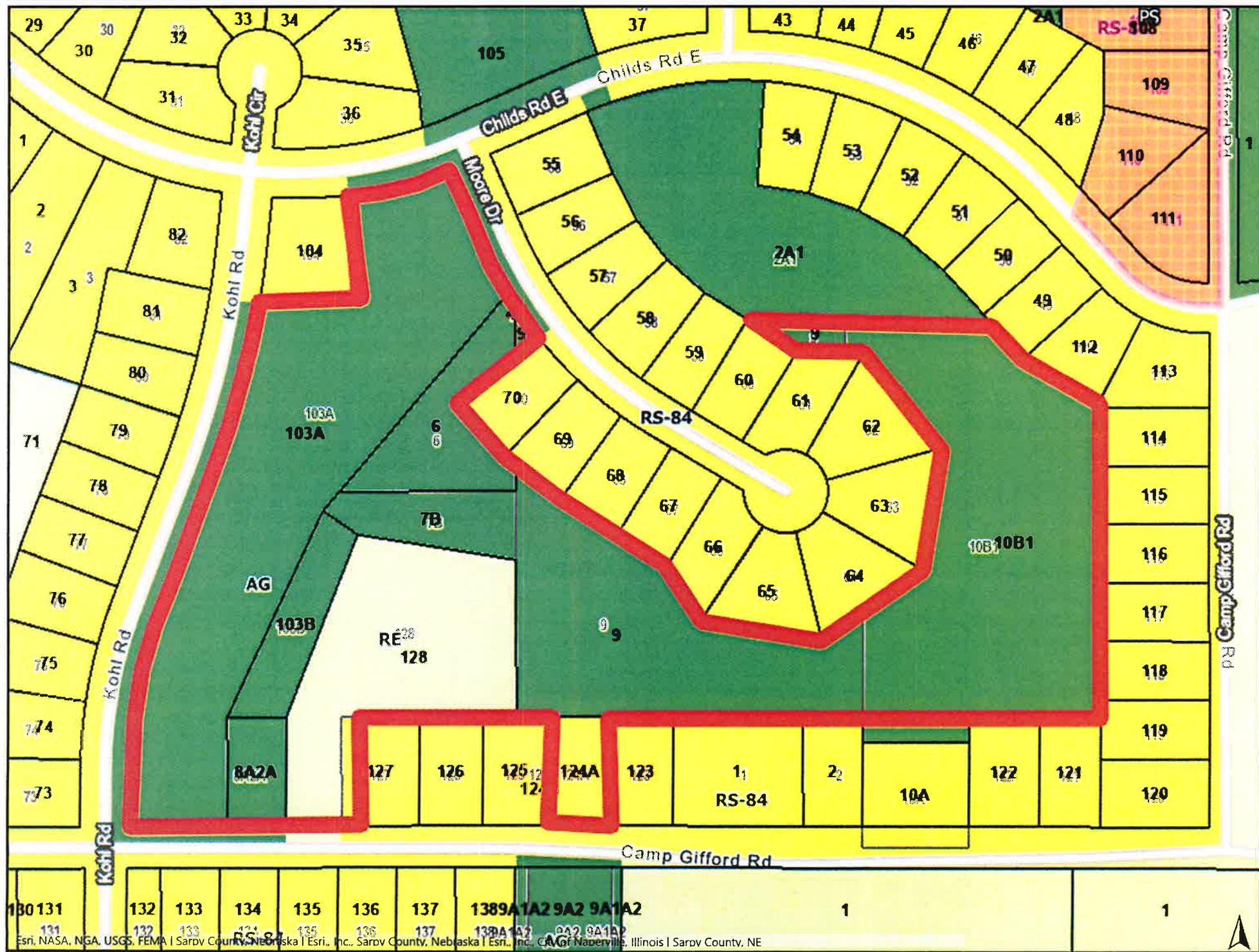
1. Zoning Map
2. 2018 GIS aerial photo of the property
3. Small Subdivision plat received December 12, 2019
4. Letter from the applicant received October 23, 2019

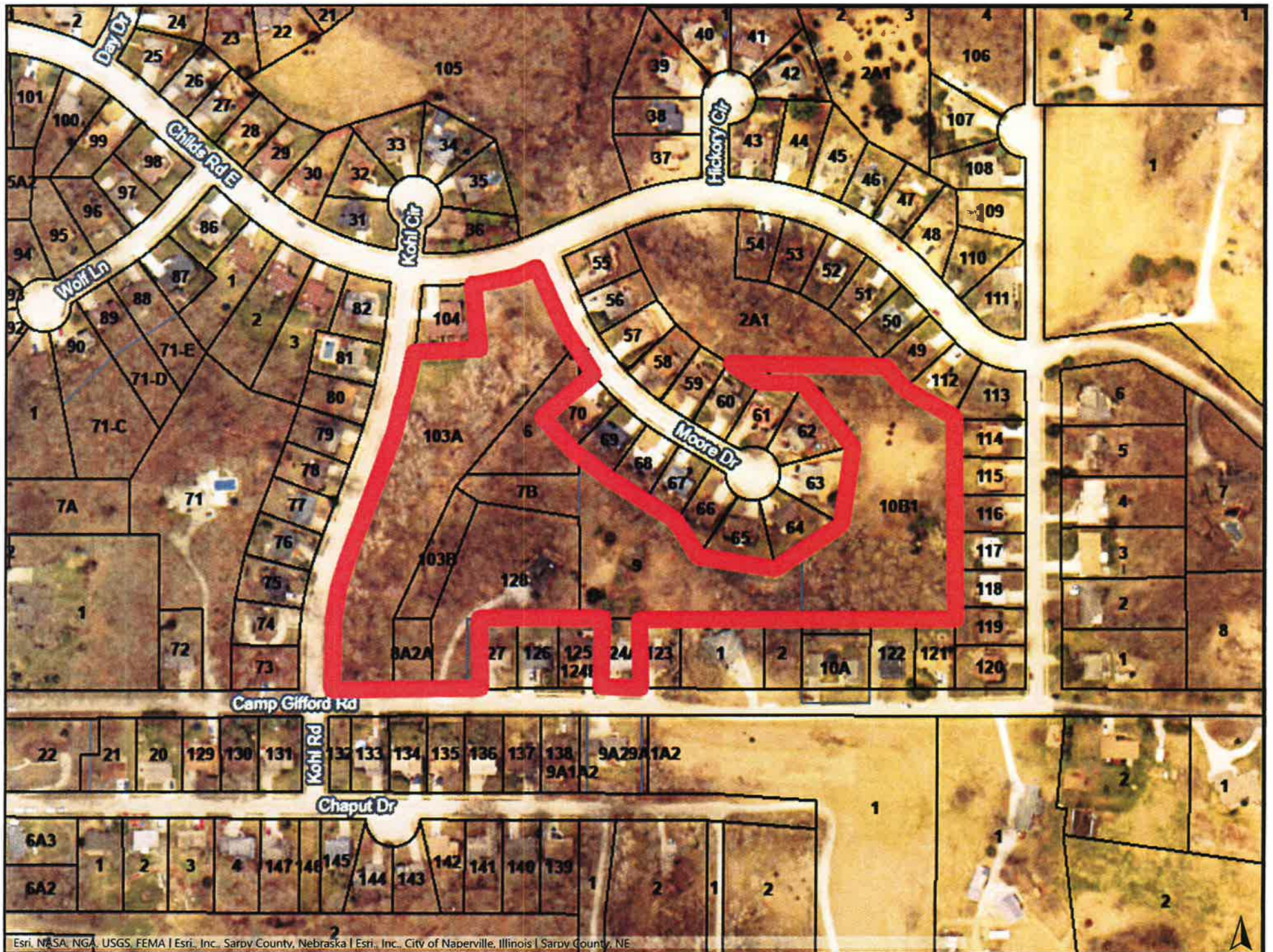
VII. COPIES OF REPORT TO:

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

Angela Curry 1/13/20
Prepared by: Date

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

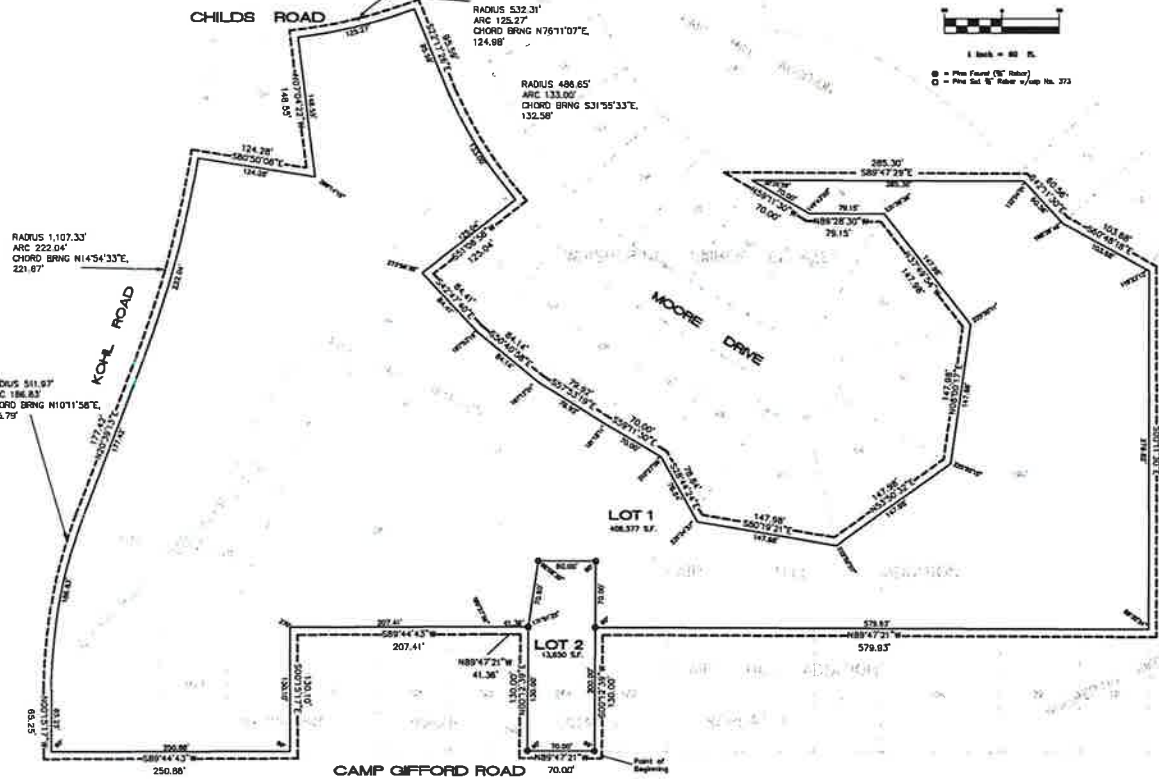




WHISPERING TIMBER ESTATES REPLAT 6

LOT 1 and 2

BEING A REPLAT OF LOTS 103A, 103B and 124A, THE WEST 22 FEET OF LOT 127, LOT 128, WHISPERING TIMBER ESTATES, LOT 6, PART OF 7B, 8A2A, PART OF LOT 9 EXCEPT THE SOUTH 155 FEET AND PART OF 10B1 EXCEPT THE SOUTH 30 FEET, FAIR HILL ADDITION; NE 1/4 SEC. 23, T14N, RANGE 13 E, 6th P.M., CITY OF BELLEVUE, SARPY COUNTY, NEBRASKA.



RECEIVED
DEC 12 2019
PLANNING DEPT.

SURVEYOR'S CERTIFICATE

I, RONALD D. HILL, THE UNDERSIGNED REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN "WHISPERING TIMBER ESTATES REPLAT 6", BEING A REPLAT OF LOT 103A, LOT 103B, LOT 124A, WEST 22 FEET OF LOT 127, AND LOT 128, WHISPERING TIMBER ESTATES, LOT 6, PART OF LOT 7B, LOT 8A2A, PART OF LOT 9 EXCEPT THE SOUTH 155 FEET AND PART OF LOT 10B1 EXCEPT THE SOUTH 30 FEET, FAIR HILL ADDITION, LOCATED IN THE NORTHEAST ONE-FOURTH OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 124A, WHISPERING TIMBER ESTATES, THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 124A, WHISPERING TIMBER ESTATES, BEING ALSO THE NORTH RIGHT-OF-WAY OF CAMP GIFFORD ROAD, N 89°47'21" W, 70.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 124A, THENCE S 89°47'21" W, 130.00 FEET TO THE NORTHEAST CORNER OF LOT 127, WHISPERING TIMBER ESTATES, THENCE S 09°51'17" E, 130.10 FEET TO THE SOUTHWEST CORNER OF LOT 127, WHISPERING TIMBER ESTATES, THENCE S 89°44'43" W, 250.88 FEET TO THE SOUTHWEST CORNER OF LOT 103A, WHISPERING TIMBER ESTATES, THENCE NORTHERLY ALONG THE EASTERLY RIGHT-OF-WAY OF MOORE DRIVE ALONG THE FOLLOWING 4 COURSES: 1.) NORTHEASTLY, 83.25 FEET 2.) NORTHERLY ALONG A CURVE TO THE RIGHT RADIUS 511.97 FEET, ARC 186.83 FEET, CHORD BEARING N101°1'58"E, 165.79 FEET 3.) NORTHEASTLY, 177.42 FEET 4.) NORTHERLY ALONG A CURVE TO THE LEFT RADIUS 1107.33 FEET, ARC 222.04 FEET, CHORD BEARING N14°54'33"E, 220.67 FEET TO THE SOUTHWEST CORNER OF LOT 104, WHISPERING TIMBER ESTATES, THENCE S08°08'06"E, 124.28 FEET TO THE SOUTHWEST CORNER OF LOT 104, WHISPERING TIMBER ESTATES, THENCE N07°04'22"W, 146.82 FEET TO THE NORTHEAST CORNER OF LOT 104, WHISPERING TIMBER ESTATES, THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY OF CHILD'S ROAD ALONG A CURVE TO THE LEFT RADIUS 532.31 FEET, ARC 125.27 FEET, CHORD BEARING N76°11'07"E, 124.66 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MOORE DRIVE, THENCE SOUTHERLY ALONG THE WEST RIGHT-OF-WAY OF MOORE DRIVE ALONG THE FOLLOWING 2 COURSES: 1.) S07°17'21"E, 83.50 FEET 2.) SOUTHERLY ALONG A CURVE TO THE LEFT RADIUS 486.65 FEET, ARC 133.02 FEET, CHORD BEARING S31°58'33"E, 132.58 FEET TO THE NORTHEAST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S42°47'40"E, 84.41 FEET TO THE SOUTHWEST CORNER OF LOT 70, WHISPERING TIMBER ESTATES, THENCE S50°40'56"E, 84.41 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S37°31'19" E, 70.02 FEET TO THE SOUTHWEST CORNER OF LOT 68, WHISPERING TIMBER ESTATES, THENCE S41°30'30" W, 70.00 FEET TO THE SOUTHWEST CORNER OF LOT 67, WHISPERING TIMBER ESTATES, THENCE S 28°44'24" E, 70.04 FEET TO THE SOUTHWEST CORNER OF LOT 66, WHISPERING TIMBER ESTATES, THENCE S 28°44'24" E, 70.04 FEET TO THE SOUTHWEST CORNER OF LOT 65, WHISPERING TIMBER ESTATES, THENCE S 28°44'24" E, 70.04 FEET TO THE SOUTHWEST CORNER OF LOT 64, WHISPERING TIMBER ESTATES, THENCE N08°07'17"E, 147.88 FEET TO THE NORTHEAST CORNER OF LOT 63, WHISPERING TIMBER ESTATES, THENCE N07°49'54"W, 147.88 FEET TO THE NORTHEAST CORNER OF LOT 62, WHISPERING TIMBER ESTATES, THENCE N08°30'30" W, 70.15 FEET TO THE NORTHEAST CORNER OF LOT 61, WHISPERING TIMBER ESTATES, THENCE N08°11'30" W, 70.00 FEET TO THE NORTHEAST CORNER OF LOT 60, WHISPERING TIMBER ESTATES, THENCE S08°47'21"E, 285.30 FEET TO A POINT ON THE WEST LINE OF LOT 48, WHISPERING TIMBER ESTATES, BEING ALSO THE SOUTHWEST CORNER OF LOT 241, FAIR HILL ADDITION, THENCE S42°11'30"E, 80.36 FEET TO THE SOUTHWEST CORNER OF LOT 48, WHISPERING TIMBER ESTATES, THENCE S08°47'21"E, 130.00 FEET TO THE SOUTHWEST CORNER OF LOT 112, WHISPERING TIMBER ESTATES, THENCE S00°11'30"E, 278.82 FEET TO THE NORTHEAST CORNER OF LOT 131, WHISPERING TIMBER ESTATES, THENCE N 89°47'21" W, 278.82 FEET TO THE NORTHEAST CORNER OF LOT 123, WHISPERING TIMBER ESTATES, THENCE S 09°51'17" E, 130.00 FEET TO THE POINT OF BEGINNING, DESCRIBED THAT CONTAINS 433,327 SQUARE FEET OR 9.716 ACRES MORE OR LESS.

DATE: 10/31/2019

RONALD D. HILL, SLS, NEAR REG. NO. 373

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, NICHOLAS JAY BRW AND TODD A. SANTORO, BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND ENRAGED WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE REPLATED INTO A LOT TO BE NUMBERED AS SHOWN, SAID SUBDIVISION TO BE HEREINAFTER KNOWN AS "WHISPERING TIMBER ESTATES REPLAT 6", AND WE DO HEREBY RATIFY AND APPROVE OF THE DEDICATION OF OUR PROPERTY AS SHOWN ON THIS PLAT. WE DO HEREBY GRANT A PERPETUAL EASEMENT TO THE OMAHA PUBLIC POWER DISTRICT AND CENTURYLINK COMMUNICATIONS INTERNATIONAL, INC. AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA TO BE SUBDIVIDED, THEIR SUCCESSORS AND ASSIGNS, TO DIRECT, OPERATE, MAINTAIN, REPAIR AND REMOVE POLES, WIRES, CROSS ARMS, CROSS GUYS AND ANCHORS, CABLES, CONDUITS AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON WIRES OR CABLES FOR THE TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT, AND POWER FOR THE TRANSMISSION OF SIGNALS AND SOUNDS OF ALL KINDS AND THE RECEPTION THEREOF, INCLUDING SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEPTION ON, OVER, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LINES, AND AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL LOTS. NO PERMANENT BUILDINGS, TOWNS, RETAINING WALLS OR LOOSE ROCK SHALL BE PLACED IN THE SAID EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, SIDEWALKS, DRIVEWAYS, AND OTHER PURPOSES THAT DO NOT THIN OR LATER INTERFERE WITH THE FORESAID USES OF RIGHTS HEREIN GRANTED. IN WITNESS WHEREOF WE DO HEREBY SET OUR HANDS THIS DAY OF 2019.

NICHOLAS JAY BRW

TODD A. SANTORO

REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 6" WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON THIS DAY OF 2019.

SARPY COUNTY SURVEYOR/ENGINEER

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

DATE

COUNTY TREASURER

APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 6" WAS APPROVED BY THE BELLEVUE CITY COUNCIL THIS DAY OF 2019. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

ATTEST: CITY CLERK MAYOR

APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF "WHISPERING TIMBER ESTATES REPLAT 6" WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS DAY OF 2019.

BELLEVUE PLANNING COMMISSION

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY

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

NOTARY PUBLIC MY COMMISSION EXPIRES

ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA
COUNTY OF SARPY

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

NOTARY PUBLIC MY COMMISSION EXPIRES

SURVEY: DCH/AB
DRAWING: RCH
DATE: 09/30/2019
09/30/2019
10/29/2019
10/05/2019
10/16/2019

WHISPERING TIMBER ESTATES REPLAT 6
SMALL SUBDIVISION PLAT
NE 1/4 SEC. 23, T14N, R13E, OF THE 6th P.M.
SARPY COUNTY, NEBRASKA.

HILL-FARRELL ASSOCIATES, INC.
Land Surveyors
14402 Helen Lewis Road, Bellevue, NE 68005 (402) 291-6100

PROJECT NO.
19/WHISPERING
TIMBER
ESTATES
REPLAT

9/18/2019

CITY OF BELLEVUE PLANNING DEPARTMENT

1510 WALL STREET, BELLEVUE, NE 68005

To whom this may concern,

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

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

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

SINCERELY,

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

NICK BRIM AND MEGAN CRAIN

RECEIVED

OCT 23 2019

PLANNING DEPT.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13b.
1/21/2020

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

SUBJECT:

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

SYNOPSIS/BACKGROUND:

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

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO <input type="text"/>		COUNTER-PARTY: <input type="text"/>		INTERLOCAL AGREEMENT: NO <input type="text"/>	
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 <input type="text"/>		
CIP PROJECT NAME: <input type="text"/>		CIP PROJECT NUMBER: <input type="text"/>			
STREET DISTRICT NAME (S): <input type="text"/>		STREET DISTRICT NUMBER (S): <input type="text"/>			
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>		ACCOUNT NUMBER: <input type="text"/>			

RECOMMENDATION:

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

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:




ORDINANCE NO. 3987

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 3619 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT THE SOUTH WEST CORNER OF NORMANDY BOULEVARD AND GRENOBLE DRIVE, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

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

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

(Encompass Design)

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

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

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

APPROVED AS TO FORM:

City Attorney

ATTEST

City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

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

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

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

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

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

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

VOTE:

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

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

CITY OF BELLEVUE PLANNING DEPARTMENT

RECOMMENDATION REPORT # 3

CASE NUMBER: Z-1906-05

FOR HEARING OF:

REPORT #1: July 25, 2019

REPORT #2: December 19, 2019

REPORT #3: January 21, 2020

I. GENERAL INFORMATION

A. APPLICANT:

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

B. PROPERTY OWNER:

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

C. GENERAL LOCATION:

Fort Crook Road and Grenoble Drive

D. LEGAL DESCRIPTION:

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

E. REQUESTED ACTIONS:

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

F. EXISTING ZONING AND LAND USE:

RG-28, Vacant

G. PURPOSE OF REQUEST:

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

H. SIZE OF SITE:

The site is approximately 11.8 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is presently vacant and covered in vegetation.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

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

C. REVELANT CASE HISTORY:

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

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

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

D. APPLICABLE REGULATIONS:

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

III. ANALYSIS

A. COMPREHENSIVE PLAN:

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

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

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

D. UTILITIES:

All utilities are available to this property.

E. ANALYSIS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No other comments were received on this case.

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

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

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

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

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

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

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

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

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

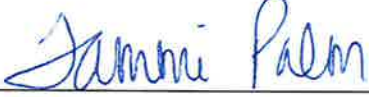
VI. ATTACHMENTS TO REPORT

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

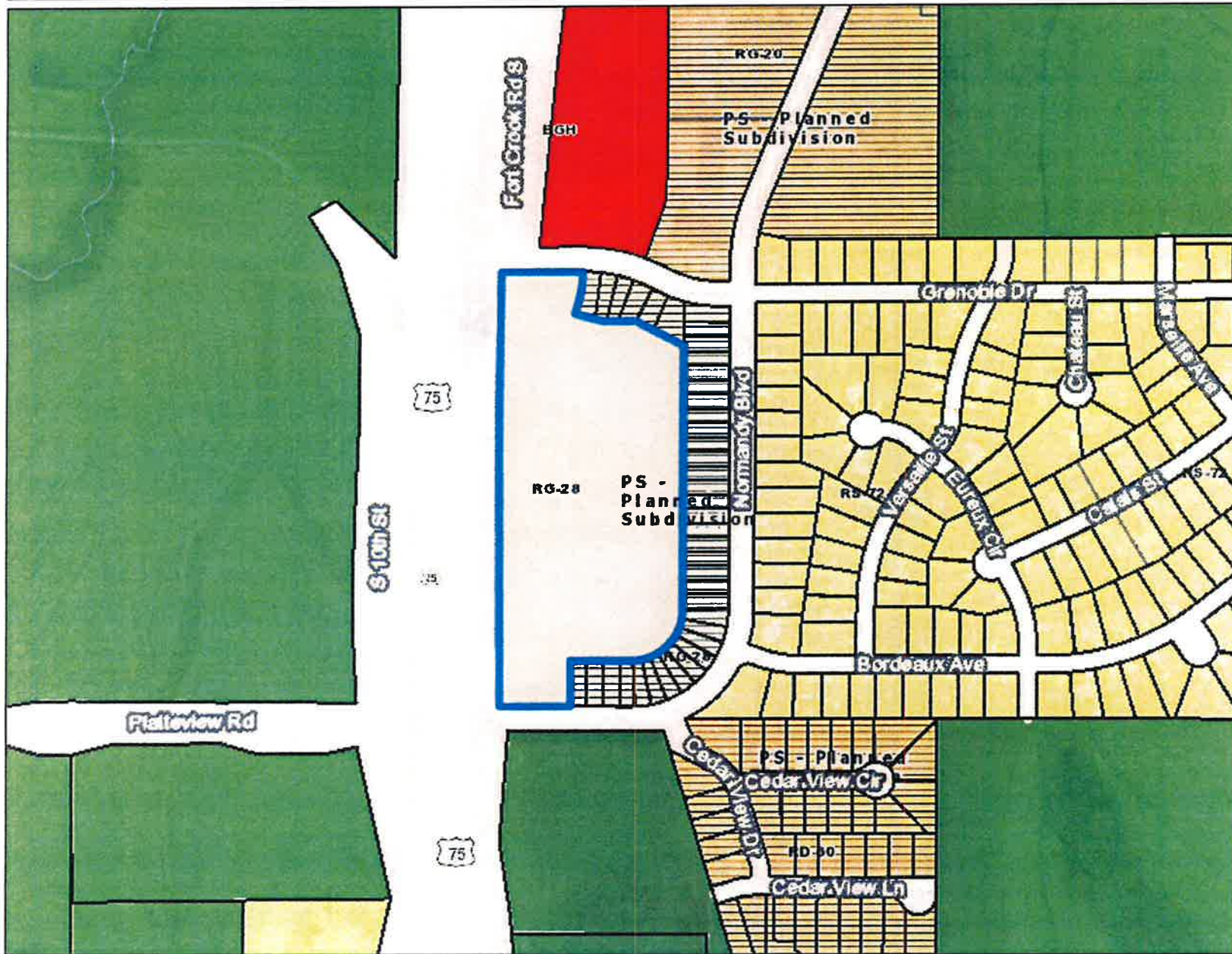
VII. COPIES OF REPORT TO:

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

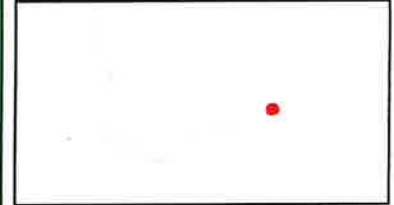
 1/13/20
Prepared by: _____ Date

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

Belle Plaine Apts Zoning Map



Location



Legend

Road Centerlines
2018 Aerial Photo

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

1: 4,800

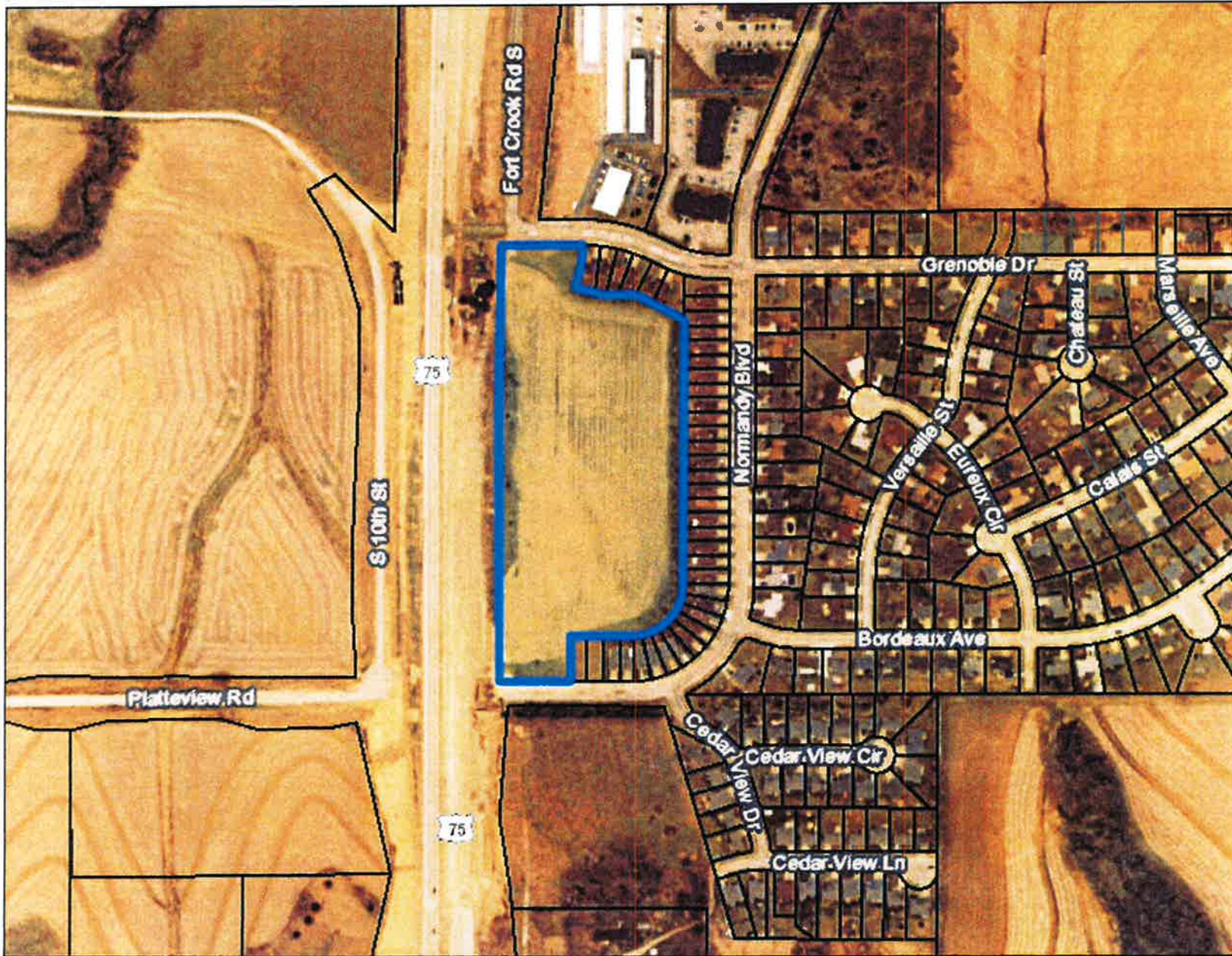
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Feet

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Sarpy County GIS

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

Belle Plaine Apts



Location



Legend

Road Centerlines
2018 Aerial Photo

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



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

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E & A CONSULTING GROUP, INC.

Engineering Answers

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

P 402.895.4700 • F 402.895.3599

www.eacg.com

June 21, 2019

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

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

Tammi,

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'KH', is written over a faint, larger signature.

Kyle Haase
E&A Consulting Group

RECEIVED

JUN 21 2019

PLANNING DEPT.



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DEC 10 2019
PLANNING DEPT.





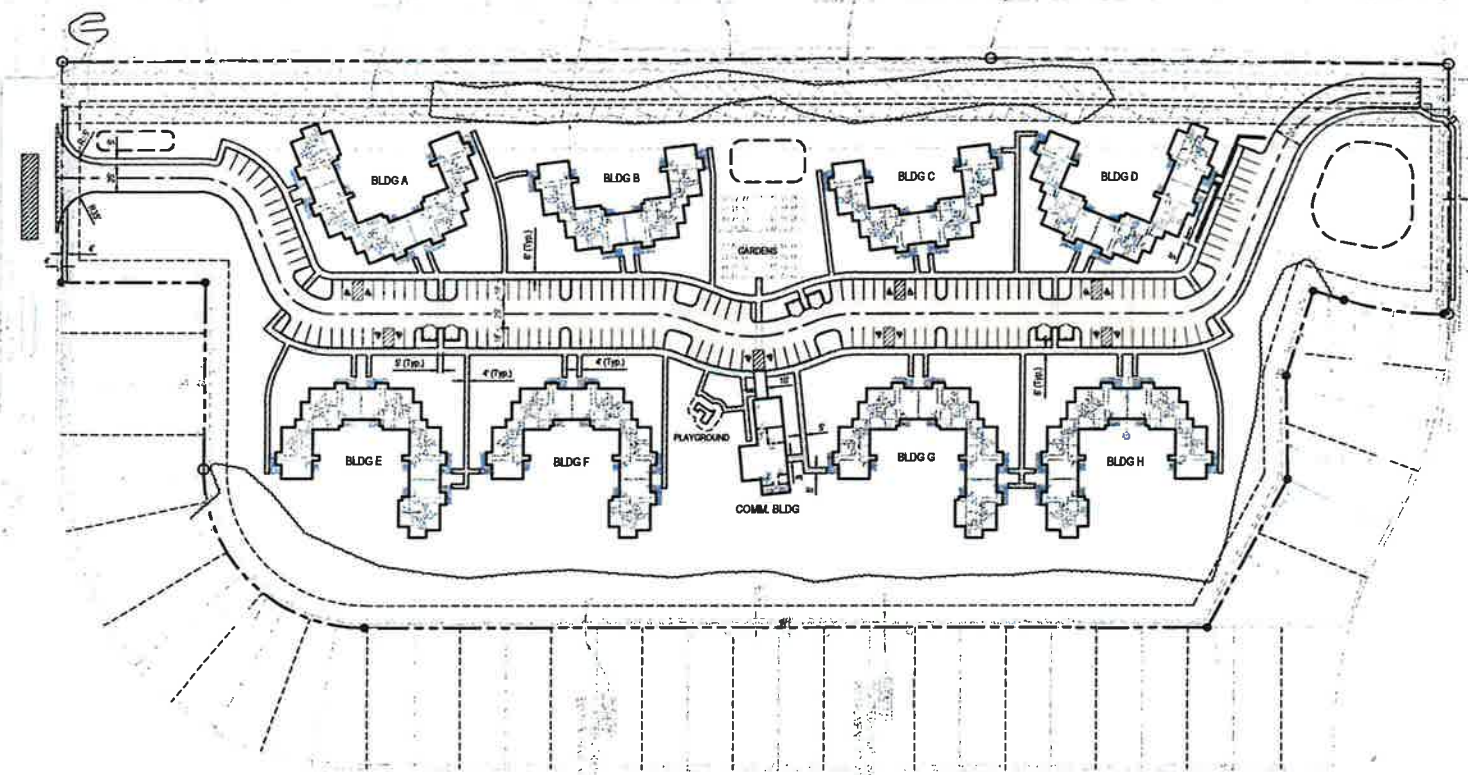
encompass
Engineering & Planning
1535 Liberty Lane
Suite 110B
Lincoln, Nebraska 68506
Phone: 408.540.4437

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

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

DATE: 12-10-19

C1.1



*Orthographic Projection

SITE STATISTICS:
75 TOTAL UNITS

152 TOTAL PARKING STALLS

LEGEND	
	7" PCC With Integral Curb and Gutter
	4" PCC Sidewalk
	Severed Full Depth and Remove Existing Pavement
	PCISAP Basin Limits
	Retaining Wall



E & A CONSULTING GROUP, INC.
Engineering • Planning • Environmental & Field Services
1808 148 Valley Road, Suite 100 • Omaha, NE 68154
Phone: 402.886.8700 • Fax: 402.886.2548
WWW.EAGC.COM

7/2019 12/2019



LANDSCAPE NOTES:

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

IRRIGATION NOTES:

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

SCREENING NOTES:

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

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

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

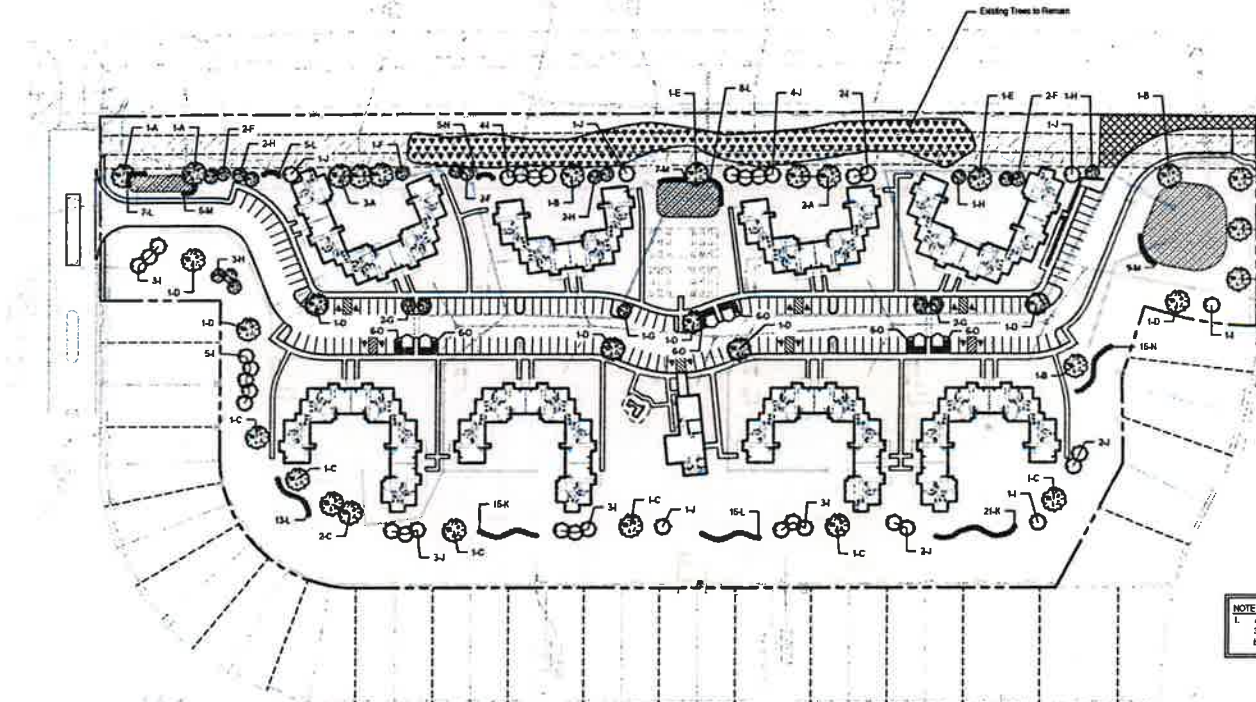
6. Sod shall also be watered. When the sod is watered, sufficient water shall be applied to wet the sod to at least two inches deep in the sod bed. Watering shall be done in a manner which will not cause erosion at the finished surface. Any surface which becomes galled or otherwise damaged shall be repaired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

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

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

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

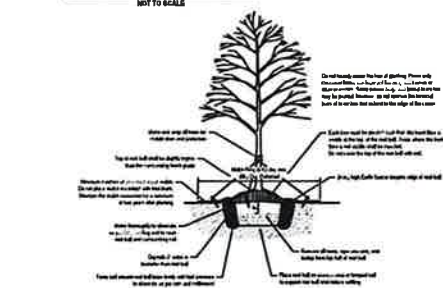
10. All sod must be fully established (see drawings) and growing at the time of inspection and acceptance.



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



SHRUB & PERENNIAL PLANTING DETAIL



TREE PLANTING DETAIL - B & B TREE

PLANT SCHEDULE

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

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

TREE NOTES:

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

ARTICLE XIX. LANDSCAPING & SCREENING REGULATIONS

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

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

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

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

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

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

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PLANNING DEPT.



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

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

SITE PLAN
APPROVAL SET - 7.13.2019

PRELIMINARY
LANDSCAPE
EXHIBIT

DATE: December 6, 2019

BY: JAB/P

L1.1



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



SITE PLAN
APPROVAL SET 7/16/2019

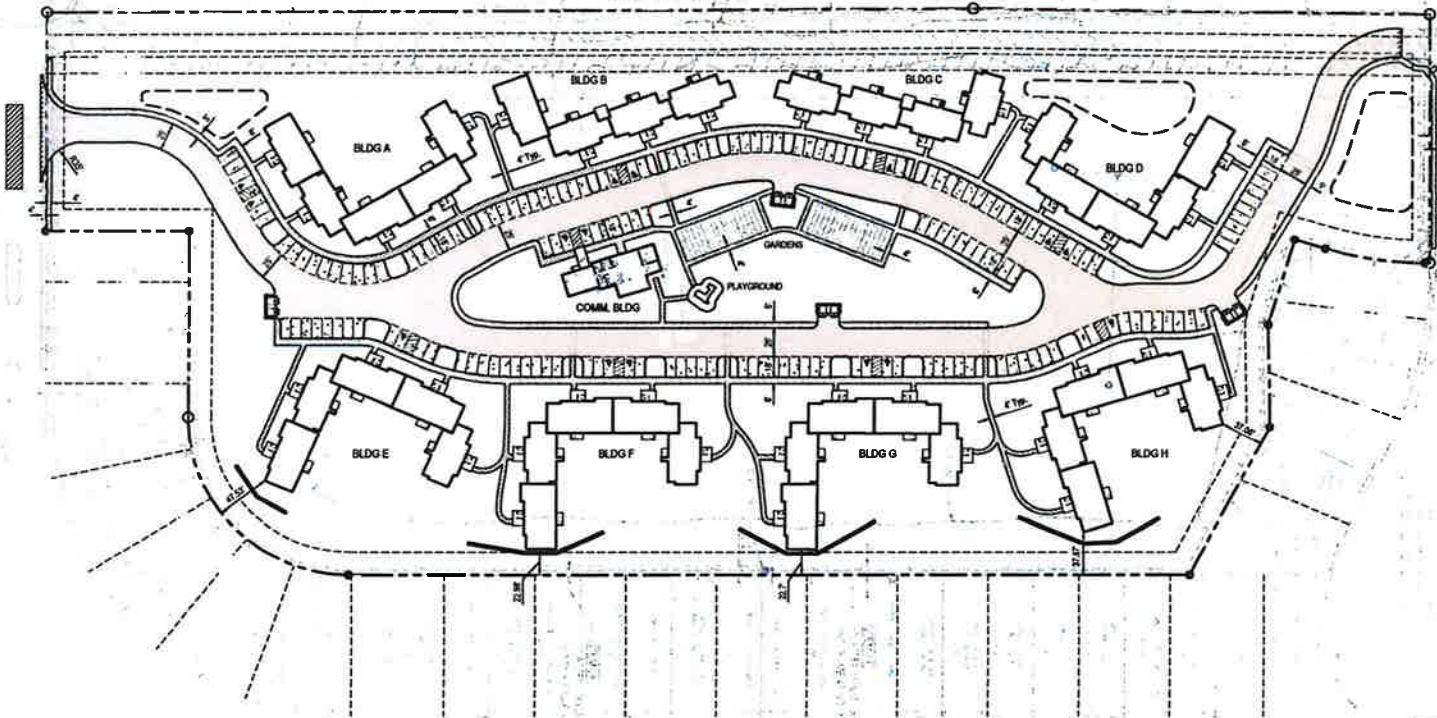
SITE PLAN
EXHIBIT

DATE: July 16, 2019

DATE: July 16, 2019



C1.1



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

174 TOTAL STALLS
2.3 STALLS PER UNIT

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



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

10000 14th Street, Suite 100 • Omaha, NE 68154
Phone: 408.540.4437 • Fax: 408.540.4438
www.eacg.com

PSB19 127.681

RECEIVED
JUL 16 2019
PLANNING DEPT.



encompass
design

March 25, 2018

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

RE: Exhibit 207 – Amenities – Belle Plaine Apartments

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

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

Sincerely,

Jenn Clary, President
encompass design inc

J. Kate Sutherland, Project Architect
encompass design inc

RECEIVED
JUL 16 2019
PLANNING DEPT.

encompass design inc

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

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c.
1/21/2020

COUNCIL MEETING DATE:		SUBMITTED BY: Legal	
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 checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Regulation of Small Wireless Facilities by Telecommunications Companies.

SYNOPSIS/BACKGROUND:

An ordinance to amend Appendix A-Zoning, of the Bellevue municipal code is required to address "small wireless facilities" and to regulate the city's processing of applications for the deployment of small wireless facilities by telecommunications companies.

FISCAL IMPACT:: 0.00 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:

Authorize Mayor to sign Ordinance Amending Bellevue Municipal Code by Adding a New Section 8.14 regarding Small Wireless Facilities.

ATTACHMENTS:

- | | | |
|--|---|----|
| 1. Ordinance-Small Wireless Facilities | 2. Small Wireless Facilities Permit Application | 3. |
| 4. | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Rollins
[Signature]
[Signature]

AN ORDINANCE TO AMEND APPENDIX A-ZONING, OF THE BELLEVUE MUNICIPAL CODE BY ADDING A NEW SECTION 8.14 REGARDING "SMALL WIRELESS FACILITIES", REGULATING THE CITY'S PROCESSING OF APPLICATIONS FOR THE DEPLOYMENT OF SMALL WIRELESS FACILITIES BY TELECOMMUNICATIONS COMPANIES; AND TO PROVIDE FOR THE EFFECTIVE DATE THEREOF.

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

Section 1. That Section 8.14 of Appendix A-Zoning of the Bellevue Municipal Code is hereby added to read as follows:

Section 8.14. Small Wireless Facilities.

8.14.01. - Findings and purpose.

- A. The city council finds that it is necessary to achieve a balance between the telecommunications needs of the city's citizens, and the orderly, safe, and aesthetic deployment of small wireless facilities by telecommunications companies. The deployment of small wireless facilities is expected to enable the provision of improved and enhanced wireless services to citizens and visitors in the city. The FCC has encouraged and required the adoption of policies supporting the deployment of small wireless facilities, in its September 27, 2018 Declaratory Ruling and Third Report and Order, WT Docket Nos. 17-79 and 17-84. Also, 2019 Legislative Bill 184 imposed new limits on the local regulation of small wireless facilities. Those actions encourage the placement of such small wireless facilities in public right of way.
- B. The city is responsible for the safe and aesthetic maintenance of its public right of way, for the benefit of the public and for the protection of public health, safety, and welfare. Public right of way are a finite resource, and are subject to demands from competing interests. It is necessary to govern their use in a fair, safe, and orderly manner. This includes the proposed use of public right of way for telecommunications purposes. The city is also responsible for the processing and review of proposed telecommunications uses for properties other than public right of way, with the objective of protecting public health, safety, and welfare.
- C. It is therefore appropriate to adopt these rules and regulations for the processing and review of proposed small wireless facilities, both on public right of way and on other properties.
- D. The purpose of this article is to adopt regulations governing the safe, responsible, and fair deployment of small wireless facilities on public right of way and on other properties. It is the further purpose of this article to comply with or adopt provisions stated in the said September 27, 2018 FCC Order and 2019 Legislative Bill 184.

8.14.02. – Definitions

For the purposes of this Article, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. The purpose of these provisions is to promote consistency and precision in the interpretation of this Article. The meanings and construction of words as set forth shall apply throughout this Article, unless where modified in a specific section or where the context of such words or phrases clearly indicates a different meaning or construction.

ACTION or TO ACT -- The city's grant of an application or issuance of a written decision denying an application.

ANTENNA -- Communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

APPLICABLE CODES -- Any uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to such codes so long as such amendments are not in conflict with federal, state or local law and to the extent such codes have been adopted by the city and are generally applicable in the city.

APPLICANT -- Any person who submits an application and is a wireless provider.

APPLICATION -- A written request submitted by an applicant to the city (1) for a permit to collocate small wireless facilities on an existing utility pole or support structure or (2) for a permit for approval for the installation, modification, or replacement of a utility pole to support the installation of a small wireless facility.

AUTHORIZATION -- Any approval that the city must issue under this article and applicable codes prior to the deployment of a small wireless facility, along with any associated antenna equipment and support structure, including, but not limited to, zoning approval, building permit, and permit under this article.

CANTENNA -- means a cylindrical shaped antenna installed at the top of a pole.

COLLOCATE or COLLOCATION -- To install, mount, maintain, modify, operate, or replace small wireless facilities on or adjacent to a support structure or utility pole. Collocate or collocation does not include the installation of a new utility pole or new support structure in the right of way.

COMMUNICATIONS FACILITY -- Any set of equipment and network components including wires, cables, and associated facilities used by a cable operator as defined in 47 U.S.C. 522(5), as such section existed on January 1, 2019, a telecommunications carrier as defined in 47 U.S.C. 153(51), as such section existed on January 1, 2019, a provider of information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, or a wireless services provider, to provide communications services, including cable service as defined in 47 U.S.C. 153(8), as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153(24), as such section existed on January 1, 2019, wireless services, or other one-way or two-way communications service.

COMMUNICATIONS NETWORK -- A network used to provide communications service.

COMMUNICATIONS SERVICE -- A cable service as defined in 47 U.S.C. 522, as such section existed on January 1, 2019, an information service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, a telecommunications service as defined in 47 U.S.C. 153, as such section existed on January 1, 2019, or a wireless service.

COMMUNICATIONS SERVICE PROVIDER -- A cable operator as defined in 47 U.S.C. 522, a provider of information service as defined in 47 U.S.C. 153, or a telecommunications carrier as defined in 47 U.S.C. 153, as such sections existed on January 1, 2019. Communications service provider includes a wireless provider.

DECORATIVE POLE -- A pole that is specially designed and placed for aesthetic purposes.

DEPLOYMENT -- Placement, construction, or modification of a small wireless facility.

FCC -- The Federal Communications Commission.

FEE -- A one-time, nonrecurring charge, to be collected upon application.

HISTORIC DISTRICT -- Any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places, in accordance with Stipulation VI.D.1.a (i)-(v) of the Nationwide Programmatic Agreement for Review of Effects on Historic Properties for Certain Undertakings Approved by the Federal Communications Commission codified at 47 C.F.R. part 1, Appendix C, as such regulation existed on January 1, 2019, or designated pursuant to state historic preservation law if such designation exists at the time of application.

LAW -- Any federal, state, or local law, statute, common law, code, rule, regulation, order, or ordinance.

MAKE-READY WORK -- All work, as reasonably determined by the city, required to accommodate a small wireless facility on a utility pole, and to comply with all the city's applicable codes. Such work includes, but is not limited to, modification or replacement of utility poles or lines, installation of guys and anchors, rearrangement of existing equipment, inspections, reasonable consultant fees or expenses, permitting work, design, planning, construction, materials, cost of removal (less any salvage value), tree trimming (other than tree trimming performed for normal maintenance purposes), facility construction, or conduit system clearing, but does not include ordinary maintenance.

MICROWIRELESS FACILITY -- Any small wireless facility that is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height and with any exterior antenna no longer than eleven inches.

ORDINARY MAINTENANCE AND REPAIR -- Inspections, testing and/or repair that maintain functional capacity, aesthetic and structural integrity of a facility.

PERMIT -- A written authorization, in electronic or hard copy format required by the city to perform an action, initiate, continue, or complete installation of a small wireless facility on an existing utility pole or an existing support structure, or to install, modify, or replace a utility pole to support installation of a small wireless facility.

PERMITTEE -- An applicant that has received a permit under this article, and its successors and assignees.

PERSON -- An individual, a corporation, a limited liability company, a partnership, an association, a trust, or any other entity or organization.

PUBLIC POWER SUPPLIER -- A public power district or any other governmental entity providing electric service. Public power supplier includes a municipal electric utility or a rural public power supplier.

RATE -- A recurring charge, collected on a regular basis such as annually.

REPLACE or REPLACEMENT -- In connection with an existing utility pole or support structure, to replace (or the replacement of) same with a new pole or structure, substantially similar in design, size and scale to the existing pole or structure and in conformance with this article and any other applicable codes, in order to address limitations of the existing pole or structure to structurally support collocation of a small wireless facility.

RIGHT OF WAY -- The area on, below, or above a public roadway, highway, street, sidewalk, alley, dedicated utility easement, or similar property, but not including a freeway as defined in § 39-1302, the National System of Interstate and Defense Highways, or a private easement.

RURAL PUBLIC POWER SUPPLIER -- A public power district, a public power and irrigation district, an electric cooperative, or an electric membership association, that does not provide electric service to any city of the metropolitan class, city of the primary class, or city of the first class.

SITE TRIANGLE ZONE -- An area defined by a triangle with legs of 30 feet from the point at which the curbs or edges of two intersecting streets, private ways, trails, sidewalks, courts or an intersecting street, private way, trail, sidewalk or court and driveway meet.

SHOT CLOCK -- The period of time in which the city is required to act on an application.

SMALL WIRELESS FACILITY -- Any wireless facility that meets each of the following conditions: (1) The facilities (a) are mounted on structures fifty feet or less in height including the antennas or (b) are mounted on structures no more than ten percent taller than other adjacent structures; (2) each antenna associated with the deployment is no more than three cubic feet in volume; (3) all other equipment associated with the structure, whether ground-mounted or pole-mounted, is no more than twenty-eight cubic feet in volume; (4) the facilities do not require antenna structure registration under 47 C.F.R. part 17, as such regulation existed on January 1, 2019; (5) the facilities are not located on tribal lands, as defined in 36 C.F.R. 800.16(x), as such regulation existed on January 1, 2019; and (6) the facilities do not result in human exposure to radio frequency radiation in excess of the applicable safety standards specified in 47 C.F.R. 1.1307(b), as such regulation existed on January 1, 2019.

SUPPORT STRUCTURE -- Any structure such as a guyed or self-supporting tower, billboard, building, or other existing or proposed structure designed to support or capable of supporting wireless facilities other than a structure designed solely for the collocation of small wireless facilities. "Support structure" does not include a utility pole.

TECHNICALLY FEASIBLE -- By virtue of engineering or spectrum usage, the proposed placement for a small wireless facility, or its design or site location, can be implemented without a reduction in the functionality of the small wireless facility.

UTILITY POLE or POLE -- A pole located in the right of way that is used for wireline communications, lighting, the vertical portion of support structures for traffic control signals or devices or a similar function, or for the collocation of small wireless facilities and located in the right of way. Utility pole does not include (1) support structures, (2) any transmission infrastructure owned or operated by a public power supplier or rural public power supplier, and (3) any distribution or communications infrastructure owned or operated by a rural public power supplier.

WIRELESS FACILITY -- Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including (a) equipment associated with wireless communications and (b) radio transceivers, antennas, coaxial or fiber-optic cable, regular power supply, and small back-up battery, regardless of technological configuration. Wireless facility includes small wireless facilities. "Wireless facility" does not include (a) the structure or improvements on, under, or within the equipment which is collocated, (b) coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to, or directly associated with, a particular antenna, or (c) a wireline backhaul facility.

WIRELESS INFRASTRUCTURE PROVIDER -- Any person, including a person authorized to provide telecommunications service in the State of Nebraska, when acting to build or install wireless communication transmission equipment, wireless facilities, or support structures, but that is not a wireless services provider.

WIRELESS PROVIDER -- A wireless services provider or a wireless infrastructure provider when acting as a co-applicant for a wireless services provider.

WIRELESS SERVICES -- Any services using licensed or unlicensed spectrum, including the use of Wi-Fi, whether mobile or at a fixed location, provided to the public using wireless facilities.

WIRELESS SERVICES PROVIDER -- A person who provides wireless services.

WIRELINE BACKHAUL FACILITY -- An above-ground or underground facility used to transport communications services from a wireless facility to a communications network.

8.14.03. – Applicability.

This article shall apply to all deployments of small wireless facilities on right of way or other public or private property within the city and its two mile extraterritorial jurisdiction, as amended or annexed from time to time, except as specifically excluded in this section or in this article. This article shall not apply to any facility that was in existence and authorized by an agreement with the city as of the effective date of this article. Notwithstanding this section, the shot clock for an application shall be governed by this article or by an existing agreement, whichever provides for a shorter shot clock. Notwithstanding this section, application fees and yearly rates shall be governed by this article or by an existing agreement, whichever provides for smaller fees or rates. Small

wireless facilities shall be governed by this article, and not by other lease requirements of the city or this Code. This article shall not apply to the design, engineering, construction, installation, or operation of any small wireless facility located in the interior structure or upon the site of any college or university campus, stadium, or athletic facility not owned or controlled by the city, other than to comply with applicable codes. For an application submitted to the State of Nebraska regarding a location within right of way or other property owned or controlled by the State, to the extent that the State seeks a recommendation from the city regarding such application, the city shall apply the location and design standards of section 207-11 and repeal Resolution 2019-01 adopted January 14, 2019 regarding "Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way". The applicant for a location on such State right of way or other property shall provide to the city a copy of the application submitted to the State.

8.14.04. – Permit required.

It shall be unlawful for any person to install, maintain, or operate a small wireless facility, unless such person shall have previously obtained a permit under this article from the city expressly authorizing such small wireless facility. It shall be unlawful for any person to collocate a small wireless facility on or associated with an existing utility pole or support structure, unless such person shall have previously obtained a permit under this article from the city expressly authorizing the attachment or association of that specific small wireless facility. It shall be unlawful for any person to construct, install, replace, maintain, or operate a new utility pole or support structure to which will be attached or associated a small wireless facility, unless such person shall have previously obtained a permit under this article.

8.14.05. – Application.

A. Form and content. Application for a permit under this article shall be filed with the building and inspections department, on a form provided by that department. On or in addition to that form, an application shall include the following:

- (1) The applicant's name, address, telephone number, and e-mail address, including emergency contact information for the applicant.
- (2) The names, addresses, telephone numbers, and e-mail addresses of all consultants, if any, acting on behalf of the applicant with respect to the application.
- (3) A description of the proposed work and the purposes and intent of the proposed small wireless facility.
- (4) If applicable, written authorization from the owner of the utility pole or support structure on which the small wireless facility will be placed or attached, if not the city. For a utility pole or support structure owned or controlled by the Omaha Public Power District or other owner, the applicant

shall provide proof of approval of the specific plans by that District or owner.

- (5) Detailed construction drawings regarding the proposed small wireless facility, and any associated equipment and utility pole or support structure. The drawings shall show the location, dimensions, elevations, equipment specifications, and attachment methods for the small wireless facility, all equipment, and the utility pole or support structure.
 - (6) To the extent the proposed small wireless facility involves collocation on a utility pole or support structure, a structural report performed by a duly licensed engineer evidencing that the pole or support structure will structurally support the collocation (or that the pole or support structure will be modified to meet structural requirements) in accordance with applicable codes.
 - (7) For any new above ground antenna equipment, accurate visual depictions and locations, if not included in the construction drawings.
 - (8) A full description of any make-ready work to be performed by the city in preparation for the proposed installation and use of the small wireless facility, associated equipment and utility pole or support structure.
 - (9) The application fee as required by this article.
 - (10) Bond and certificate of insurance as required by this article.
 - (11) The application form shall include:
 - (a) Language providing for the indemnification of the city by the applicant as required by this article; and
 - (b) An attestation by the applicant that the small wireless facility shall be operational for use by a wireless services provider within nine months after the later of the completion of all make-ready work or the permit issuance date, unless a delay is caused by lack of commercial power or communications transport facilities to the site, in which case the deadline shall be extended for up to nine months.
 - (c) The applicant's signature on and submittal of the application shall constitute agreement to subsections (A) and (B) above.
- B. Batching. An applicant may apply for more than one but no more than five small wireless facilities in a single application, provided that all information required by this section is provided for each separate small wireless facility. Application fees shall be paid for each small wireless facility, as provided in this article.

Each small wireless facility within a consolidated application is subject to individual review, except that the denial of one or more small wireless facilities in a consolidated application shall not delay processing of any other small wireless facilities in the same application or be a basis upon which to deny the consolidated application as a whole. If an applicant applies to construct or collocate several small wireless facilities within the jurisdiction of the city, the city shall:

- (1) Allow the applicant, at the applicant's discretion, to file a single set of documents that apply to all of the applicant's small wireless facilities; and
 - (2) Render a decision regarding all of the applicant's small wireless facilities in a single administrative proceeding.
- C. Replacement or modification. A permittee shall be required to file an application and pay an application fee for the proposed replacement or modification of an existing small wireless facility, antenna equipment, or associated utility pole or support structure. In such case, the application shall include updated drawings of the facilities showing such replacement or modification. Such proposed replacement or modification shall be reviewed and acted upon by the city as if it were an initial application.
- D. Shot clock. The city shall act on a filed application, and all associated requests, on or before the expiration of the shot clock period.
 - (1) The shot clock period for an application is the sum of:
 - (a) Ninety days, plus an additional ten business days if requested in writing by the city prior to the expiration of the ninety days, plus,
 - (b) Such additional number of days of the tolling period, if any, pursuant to subsection (D)(2) below.
 - (2) Unless a written agreement between the applicant and the city provides otherwise, the tolling period for an application, if any, is as set forth below:
 - (a) If the city notifies the applicant in writing on or before the twentieth day after submission that the application is incomplete, and specifically identifies the missing documents or information, the shot clock date calculation shall restart at zero on the date on which the applicant submits all the documents and information identified by the city to render the application complete.
 - (b) Subsequent findings of incompleteness shall further toll the shot clock from the time the city sends written notice of incompleteness until the time the applicant provides the missing information.
 - (c) If the applicant submits new or additional documents or information

that include material changes not otherwise required by the city, a new application and application fee shall be submitted.

- (3) The shot clock deadline for an application is determined by counting forward, beginning on the day after the date when the application was submitted, by the number of calendar days of the shot clock period identified pursuant to this subsection (D); provided, that if the deadline calculated in this manner falls on a weekend or holiday, the deadline shall be the next business day after such date. The term “business day” means any day that is not a weekend day or holiday.

E. Permit issuance. Approval of an application authorizes the permittee to maintain and operate the small wireless facilities and any associated utility pole covered by the permit for a period of five years, subject to applicable relocation requirements and the permittee’s right to terminate at any time. At the end of each such term, such permit shall be considered automatically renewed for an equivalent duration so long as the permittee complies with the criteria of this article as of the time the permit was issued.

8.14.06. – Fees.

A. Application fees.

- (1) An application for a permit under this article for a small wireless facility shall be accompanied by an application fee in the amount of \$500.00 for up to five small wireless facilities, plus \$100.00 for each additional small wireless facility.
- (2) An application for a permit for a new, modified, or replacement utility pole or support structure intended to support one or more small wireless facilities shall be accompanied by an additional application fee of \$250.00.

B. Annual rates. A permittee who does not pay the city any occupation taxes under Section 11.84 of this Code shall pay to the city an annual rate of \$20.00 for each small wireless facility attached to a utility pole in city right of way, and an annual rate of \$250.00 for each small wireless facility located anywhere else in city right of way or city property. A permittee who does pay the city any occupation taxes under Section 11.84 of this Code shall not be required to pay to the city an annual rate. The annual rate shall be paid by or before January 1, in advance for the ensuing year.

C. Reimbursement of direct costs. If the applicant or permittee excavates or damages city right of way or other city property and the city repairs such excavation or damage, the applicant or permittee shall reimburse to the city the actual cost of such repair, as provided in Section 8.14.10 of this article.

8.14.07. - Interference, removal, and abandonment.

- A. In the event that any facility of a permittee on city right of way or city property obstructs or hinders the usual travel or public safety or obstructs the legal use of such right of way or property by utilities or other authorized users, the city may provide written notice to the permittee of such interference and of the need to resolve such interference. In the event that any such facility of the permittee causes any radiofrequency interference to any city facilities or other uses of city right of way or city property, the city may notify the permittee in writing of such interference and the need to resolve such interference. Upon service of any notice under this subsection, the permittee shall remedy such interference within 90 days or, in the case of an emergency, within such shorter time period as directed by the city. If such interference is not resolved in a timely manner, the permittee shall, at its own expense, remove its facilities from that location. In such case, the permittee may apply for the relocation of similar facilities at another location, without payment of an application fee.
- B. Within 90 days following written notice from the city, the permittee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any of its facilities, whenever the city has determined, in its sole discretion, that such removal, relocation, change or alteration is necessary for the construction, repair, maintenance or installation of any city improvement in, under or upon the public right of way. The permittee shall be responsible to the city for any damages or penalties the city may incur as a result of the permittee's failure to remove or relocate the facilities as required in this subsection.
- C. The city retains the right and privilege to cut or move any facility of the permittee located within the public right of way or on city property, as the city may determine in its sole discretion to be necessary, appropriate or useful in response to any public emergency. If circumstances permit, the city shall notify the permittee and give the permittee an opportunity to move its own facilities prior to cutting or removing the facilities. In all cases the city shall notify the permittee after cutting or removing the facilities as promptly as reasonably possible.
- D. The permittee may abandon its facilities at a location. The permittee shall notify the city of abandonment of any facility at the time the decision to abandon is made, but in no case shall such notification be made later than 30 days prior to abandonment. The permittee shall, within 30 days of such notice, remove its facilities at the permittee's own expense, unless the city determines and states in writing, in its sole discretion, that any part of the facilities may be abandoned in place. The permittee shall remain solely responsible and liable for all of its facilities until they are removed from the public right of way unless the city agrees in writing to take ownership of the abandoned facilities. For the purpose of this subsection, abandonment of facilities and cancellation of the related permit shall also be deemed to have occurred after such facilities are not used for a period of one year.

- E. If the permittee fails to timely protect, support, temporarily or permanently disconnect, remove, relocate, change or alter any of its facilities or remove any of its abandoned facilities as required in this section, the city or its contractor may do so. In such case, the permittee shall pay all reasonable costs related to such work.

8.14.08. - Indemnification.

In submitting an application and maintaining and operating its facilities, the permittee agrees to indemnify, defend and hold the city harmless from all claims, costs, damages, demands, suits, judgments, court costs and costs of defense, including attorney fees, which arise out of, in whole or in part, permittee's acts or omissions pursuant to its permit or this article, or which arise out of, in whole or in part, the installation, construction, operation, or maintenance of the permittee's facilities, whether or not any act or omission complained of is authorized, allowed, or prohibited by the permit or this article. The application to be signed by the applicant shall contain the indemnification language stated in the section.

8.14.09. - Insurance.

- A. Upon and after application, the permittee of a permit under this article shall procure and thereafter continuously maintain for as long as any permit in its favor remains in effect, at the permittee's expense, commercial general liability insurance with a limit of at least \$2,000,000 per occurrence and in the aggregate for bodily injury (including death) and damage to property, including explosion, collapse and underground property damage. The permittee shall notify the city of any prospective cancellation or reduction in coverage of the policy, at least 90 days in advance of the cancellation or reduction. A certificate of insurance shall be provided with the application. The policy shall be available for review by the city upon request. The policy shall name the city as additional insured.
- B. Upon and after application, the permittee of a permit located on right of way or other city property shall provide and maintain in effect a bond with a surety, in favor of the city, in the minimum amount of \$50,000, to cover all permitted sites of the permittee. The surety of the bond shall be a surety company licensed to do business in Nebraska. The bond shall be conditioned:
 - (1) That the permittee and its successors or assigns shall indemnify, defend, and hold the city harmless from all claims, costs, damages, demands, suits, judgments, and court costs and costs of defense, including attorney fees, which arise out of, in whole or in part, permittee's acts or omissions pursuant to its permit or this article, or which arise out of, in whole or in part, the installation, construction, operation, or maintenance of the permittee's facilities, whether or not any act or omission complained of is authorized, allowed, or prohibited by the permit or this article.
 - (2) For the maintenance of the sidewalk or public right of way.

- (3) For the compliance with all applicable laws regarding the permitted facilities and the use of the city right of way or other property.
- (4) For the return of the sidewalk, street, right of way or other public property to its condition prior to the permit.

8.14.10. – Permittee duties.

As a condition of the issuance of a permit under this article, the permittee shall perform the following duties:

- A. Small wireless facilities and associated communications facilities, utility poles and support structures shall be located, installed and maintained so that they do not materially endanger the lives, health or safety of persons, or materially interfere with any public improvements the city or other governmental entities (including any traffic control devices or signs, gas, electric, storm water, sanitary sewer or water utilities or enterprises) have in place or may deem proper to make. The location, installation or maintenance of the small wireless facility and associated communications facilities, utility pole and support structure shall not hinder or obstruct the usual travel or public safety on right of way, or obstruct the legal use of right of way by utilities or the safe operation of their systems or provision of service.
- B. All small wireless facilities and associated communications facilities, utility poles, and support structures shall be located, installed, and used so as to cause minimum radiofrequency or other interference with the right and reasonable convenience of other users of right of way and of owners' property which adjoins right of way.
- C. All construction, excavation, maintenance and repair work done by the permittee shall be done in a safe, workmanlike and expeditious manner which minimizes inconvenience and danger to the city, the general public and individuals. All such construction, excavation, maintenance and repair work done by the permittee shall comply with all applicable codes and laws. The city shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes, laws, and permits, and may order the permittee to perform corrective work. All right of way or other city property disturbed by permittees' activities shall be promptly restored by the permittee at its expense to its former condition, subject to inspection by the city. If the permittee fails to make required repairs, the city may give the permittee written notice of the required repairs. If after such notice the permittee fails to make the required repairs within fourteen days, the city may make the repairs, and permittee shall pay the city the reasonable cost of such repairs. The city shall grant the permittee a ten-day extension to perform repairs if requested by the permittee within the original fourteen-day period. In the event of immediate threat to life, safety, or to prevent serious injury, the city may immediately undertake to restore the site and then notify the permittee and charge the permittee for all reasonable restoration costs.

- D. The permittee shall install, construct, maintain and operate its small wireless facilities and associated communications facilities, utility poles, and support structures in a safe manner providing reasonable protection against injury or damage to any and all persons or property.
- E. Unless otherwise specified in the permit, the permittee shall erect a barrier around the perimeter of any excavation and provide appropriate traffic control devices, signs and lights to protect, warn and guide the public (vehicular and pedestrian) through the work zone. The manner and use of these devices shall be described within a traffic control plan in accordance with the Manual on Uniform Traffic Control Devices. The permittee shall maintain all barriers and other traffic control and safety devices related to an open excavation until the excavation is filled and finished to the satisfaction of the city, or as otherwise directed by the city.
- F. All construction and use of the small wireless facilities and associated communication facilities, utility poles, and support structures shall comply with the permit and approved final plans and specifications. Upon completion of installation of the small wireless facilities and associated communication facilities, utility poles and support structures, the permittee shall notify the permits and inspections department within three (3) business days of the completion of said work so that the city may conduct an inspection as provided for above. Any construction that does not conform to the permit and approved final plans and specifications shall be reconstructed or repaired to conform to the permit and approved final plans and specification within five (5) business days. If the construction and use of the small wireless facilities and associated communication facilities, utility poles, and support structures continues to fail to conform to the permit and approved final plans and specifications, the city may revoke the associated permit until such time as the work is in conformance.
- G. If a new utility pole or support structure is to be built for the sole or primary purpose of supporting a small wireless facility, such pole or structure shall comply with all applicable codes.

8.14.11. – Location and design standards.

The City desires to promote aesthetically acceptable and area conforming wireless facilities using the smallest and least intrusive means available to provide small wireless services to the community. All facilities in the public right of way must comply with all applicable provisions in this section.

- A. All small wireless facilities shall meet the following requirements:
 - (1) Antennas must be top-mounted and concealed within a radome (a structural, weatherproof enclosure that protects an antenna and is constructed of material that minimally attenuates the signal transmitted/received by such antenna) or otherwise concealed to the extent feasible. Cable connections, antenna mounts and other hardware must also be concealed. The radome or other concealment

elements must be non-reflective and painted or otherwise colored to match the existing support structure.

- (2) The antenna shall be no more than three cubic feet in volume. All other equipment associated with a small wireless facility, whether ground-mounted or pole-mounted, shall be no more than twenty-eight cubic feet in volume.
- (3) The color of the small wireless facility shall reasonably match the color of the utility pole or support structure upon which it is attached.
- (4) There shall be no advertising or signs on the small wireless facility, except for equipment logos, specifications, or maintenance instructions that are generally not readable from the ground or from ten feet away.
- (5) A small wireless facility shall be mounted at a height no more than the greater of (A) 50 feet, including the antenna, or (B) five feet above an existing utility pole in place as of the effective date of this article and located within five hundred feet in the same right of way.
- (6) Cantennas shall be no more than 12 inches in diameter and 48 inches in height.
- (7) If the antenna of the small wireless facility is side-mounted, it shall not protrude more than eighteen inches outside the pole, and shall not exceed the height of the pole.
- (8) The small wireless facility and all associated equipment mounted to the outside of a pole or support structure shall be at least eight feet above grade, excluding the disconnect switch.
- (9) Collocations between wireless service providers on the same support structure is required wherever feasible. If an applicant chooses to not collocate in areas where options are or appear to be available, the applicant must document that collocation is infeasible.
- (10) Cabling shall be located within conduit or inside the pole or support structure to as great a degree as possible, and otherwise shall be as flush to the pole or support structure as possible. Any support arms shall use flanges or channels to conceal exterior cables and passive radiofrequency gear. Shrouds, sleeves, or ninety-degree connectors shall be used to prevent exposed cables.
- (11) A small wireless facility shall include a disconnect switch. The disconnect switch shall be no more than twelve cubic inches in size, shall be painted the same color as the pole or support structure, and shall be mounted on the pole or support structure at a maximum of six feet above grade.
- (12) Unless otherwise required by the City, or for compliance with FAA or FCC

regulations, small wireless facilities shall not include any lights or lighting.

B. A new or replacement utility pole for a small wireless facility, referred to in this subsection as a “new pole,” shall be subject to the following requirements:

- (1) The new pole shall meet the generally applicable standards for such poles as established by the owner of such poles.
- (2) The new pole shall comply with applicable codes of general applicability.
- (3) The new pole shall be substantially similar in color, diameter, material, style, and arm structure of the nearest adjacent existing poles; provided, that there shall be no new installations of wooden poles.
- (4) A new pole replacing an existing decorative pole shall conform to all non-discriminatory design aesthetic features of the existing decorative pole.
- (5) The height of a new pole shall not exceed the greater of (A) five feet above the tallest existing utility pole in place as of the effective date of this article located within five hundred feet of the new pole in the same right of way, or (B) fifty feet above ground level.
- (6) The diameter of the new pole shall be no more than fourteen inches; provided, that the bottom sixty-six inches of the new pole may be no more than eighteen inches in diameter.
- (7) The new pole shall be in alignment with existing trees, utility poles, and streetlights.
- (8) The new pole shall be an equal distance between trees when possible, with a minimum of 15 feet separation such that no proposed disturbance shall occur within the critical root zone of any tree.
- (9) The new pole shall be placed with appropriate clearance from existing utilities, to accommodate the passage of traffic in the right of way and any work done on or around the facilities.
- (10) The new pole shall be placed outside of a 30-foot clear site triangle zone where pedestrian trails, sidewalks, and streets intersect(s).
- (11) The new pole shall be placed so as not to be located along the frontage of a Historic District.
- (12) The new pole shall not be placed within 50 feet of the apron of a fire station or other emergency service responder facility.

(13) In accordance with existing standards for street light poles, a new pole shall be located no closer than one hundred fifty feet from an existing street light pole on an arterial or collector street, and no closer than one hundred feet from an existing street light pole on a local or residential street. This requirement shall not prevent the replacement of light poles in place as of the effective date of this articles that do not meet this spacing requirement.

(14) A new pole shall not be located within seven feet of an electrical conductor unless the applicant obtains the written consent of the entity that owns or manages the electrical conductor.

C. All small wireless facilities, and all of their associated equipment, ground equipment, communications facilities, and utility poles and support structures, shall comply with the following requirements:

(1) So as not to impede or impair public safety or the legal use of the right-of-way by the traveling public, ground mounted equipment must be installed below grade or concealed in a ground-mounted cabinet. Ground mounted cabinets must comply with the following design standards:

- a. In urban sections with curb and gutter, ground mounted equipment shall not be located closer than four (4) feet from the pavement or face of curb, and shall not be located closer than two (2) feet from a sidewalk, bike lane, or shared-use path as measured to the nearest part of the equipment.
- b. In rural sections with open ditches, ground mounted equipment shall be located at least one (1) foot inside the right-of-way line.
- c. Ground mounted equipment shall be placed outside of all site triangle zone(s).
- d. Ground mounted equipment locations shall be located a minimum of twelve (12) feet from driveway aprons as measured parallel to the right-of-way.
- e. Ground mounted equipment shall be consistent with any applicable design standards of the Omaha Guidelines and Regulations for Driveway Location, Design and Construction.
- f. Ground mounted equipment must be secured to a concrete foundation or slab with a breakaway design allowing the equipment to disconnect from the foundation in the event of collision or impact.
- g. Screening of ground mounted equipment with a variety of plant material may be required based on the characteristics of the surrounding area.
- h. All proposed ground mounted equipment shall be reviewed for determination of applicability of the city's generally applicable landscape screening requirements based on the surrounding context, and where required, for appropriateness of the proposed planting plan and plant specifications.

- (2) Such items shall not materially interfere with sight lines or clear zones for air or land transportation or pedestrians.
- (3) Such items shall not obstruct or hinder the usual travel or public safety on right of way, or obstruct the legal use of right of way by utilities or the safe operation of their systems or provision of service.
- (4) Such items shall not violate or materially interfere with compliance with the federal Americans with Disabilities Act of 1990 or similar federal or state standards regarding pedestrian access or movement.
- (5) Such items shall comply with applicable codes of general applicability.

8.14.12. - Make-ready work.

- A. In its application, the applicant shall identify any make-ready work proposed to be performed by the city. Within one hundred twenty days after receipt of a completed application, the city shall provide a preliminary good faith estimate of the cost of such make-ready work to be paid by the applicant to the city. The applicant shall pay to the city the amount of the estimated cost. Make-ready work to be performed by the city shall be completed within ninety days after written acceptance of the good faith estimate by the applicant. Upon the city's completion of the make-ready work, the applicant shall pay the city, or the city shall refund to the applicant, as the case may be, the difference between the cost estimate paid and the actual cost. Total fees shall not exceed actual costs of the make-ready work. Alternatively, the city and the applicant may agree that the applicant or a party other than the city may perform the make-ready work, subject to the city's approval before and after the work.
- B. The city may require replacement of the utility pole if it determines that the collocation would make the utility pole structurally unsound. The person owning the utility pole shall not require more make-ready work than required to meet applicable codes and industry standards.

8.14.13. - Assignment.

A permittee may assign its right to a permit, small wireless facility, and associated equipment or structures it owns, to an assignee. Such assignment shall not be effective until the applicant and the assignee sign and file with the building and inspections department a notice of assignment, containing:

- A. The assignee's name, address, telephone number, and e-mail address, including emergency contact information.
- B. Exact location of all small wireless facilities and associated equipment or structures being assigned.

8.14.14 (Reserved)

8.14.15 (Reserved)

8.14.16 (Reserved)

Section 2. Effective Date. This Ordinance shall be in full force and effect fifteen (15) days after its passage. The City Clerk is directed to effectuate the publishing of this Ordinance for at least one (1) week in a newspaper in general circulation within the City of Bellevue, which publication must take place within fifteen days of the passage of this Ordinance by the City Council. The City Clerk shall cause this Ordinance to be published in book or pamphlet form. That this Ordinance shall have the same force and effect as though it had been published at large.

That a copy of said Ordinance shall be filed for use and examination by the public in the office of the City Clerk.

PASSED AND APPROVED this ____ day of _____, 2020.

ATTEST:

Mayor, Rusty Hike

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

APPROVED AS TO FORM:

City Attorney

SMALL WIRELESS FACILITIES PERMIT APPLICATION

Instructions:

Complete this Small Wireless Facilities (SWF) Permit Application Form and attach the *Required Supporting Materials* (collectively, the “Application”). Consolidated Applications otherwise known as Batch Applications, shall not exceed five (5) proposed SWF’s. Payments are accepted by Check or Credit Card. Checks are payable to “City of Bellevue.” Application fees are nonrefundable.

Method of application submission is by mail to the contact information below. Questions on permitting process are likewise fielded by this individual. For details on Application requirements, refer to Ordinance No. _____ of the Bellevue City Code hereinafter the “SWF Ordinance” and Neb. Rev. St. § 86-1201 et seq. hereinafter the “Nebraska Small Wireless Facilities Deployment Act.”

Attn: Tammi Palm
Planning Manager

City of Bellevue
1510 Wall Street
Bellevue, Nebraska 68005
(402) 293-3038
Tammi.Palm@bellevue.net

Applicant must provide notice to the Permits and Inspections Department per the Construction and Inspection Requirements in the SWF Ordinance. Per that Section, the city’s contact information is below:

Mike Christensen
Chief Building Official

(402) 293-3015
Mike.Christensen@bellevue.net

Required Supporting Materials:

1. Written authorization from the owner of the utility pole or support structure on which the small wireless facility will be placed or attached, if not the city. For a utility pole or support structure owned or controlled by the Omaha Public Power District or other owner, the applicant shall provide proof of approval of the specific plans by that District or owner.
2. Detailed construction drawings of the proposed SWF(s), and any associated equipment and utility pole or support structure which show the location, dimensions, elevations, equipment specifications, and attachment methods for the SWF(s), all equipment, and the utility pole or support structure.
3. To the extent the proposed SWF(s) involves collocation on a utility pole or support structure, a structural report performed by a duly licensed engineer evidencing that the pole or support structure will structurally support the collocation (or that the pole or support structure will be modified to meet structural requirements) in accordance with applicable codes.
4. For any new above ground antenna equipment, a conceptual rendering of the said equipment, including accurate visual depictions and locations, if not included in the construction drawings.
5. A full description of any make-ready work to be performed by the city on city-owned poles in preparation for the proposed installation and use of the small wireless facility, associated equipment and utility pole or support structure.
6. Application Fee. This Fee covers all permits necessary to deploy SWF(s) including but not limited to excavation, electrical, and building permit(s).
 - a. \$500.00 for an application containing as few as one (1) or up to as many as five (5) SWF's, plus an additional \$100 for each additional SWF.
 - b. For an application of a new, modified, or replacement utility pole or support structure intended to support one or more SWF's and the associated SWF, a fee of \$250 per pole or structure. .
7. Bond and certificate of insurance. Bond and Insurance must be in the owner of the SWF name(s).

The following information must be provided for the application to be considered complete:

APPLICANT INFORMATION:

Name: _____ E-Mail: _____

Address: _____ City/State/Zip: _____

Phone Number: _____ Fax Number: _____

CONSULTANT INFORMATION, IF DIFFERENT FROM APPLICANT:

Name: _____ E-Mail: _____

Address: _____ City/State/Zip: _____

Phone Number: _____ Fax Number: _____

Attestation: By signing below, Applicant attests that the SWF(s) contained herein shall be operational for use by a wireless service provider within nine (9) months after the later of the completion of all make-ready work or the permit issuance date, unless a delay is caused by lack of commercial power or communications transport facilities to the site, in which case the deadline shall be extended for up to nine (9) months or unless the Applicant and the city agree to an extension.

Indemnification: By signing below, Applicant agrees to indemnify, defend and hold the city harmless from all claims, costs, damages, demands, suits, judgments, court costs and costs of defense, including attorney fees, which arise out of, in whole or in part, permittee's acts or omissions pursuant to its permit or this article, or which arise out of, in whole or in part, the installation, construction, operation, or maintenance of the permittee's facilities, whether or not any act or omission complained of is authorized, allowed, or prohibited by the permit or this article. Permittee's indemnity shall not apply to any loss or damage resulting from the negligence or willful misconduct of the city or its employees, contractors, or agents.

Applicant Signature (or authorized agent)

Date

SWF Location(s) – Can provide on Separate Sheet if Needed.

	Location(s) – Approximate Street Location & X,Y Coordinates	Description(s) of the proposed work, purpose, and intent	Proposed attachment: (Utility) Utility Pole, (3P) Third Party Pole, or (City) City-Owned Pole
1			
2			
3			
4			
5			

End of SWF Permit Form – Do Not Fill Out Beneath the Line Below

For City Use Only

Shot clocks:

Date Application Received: _____

Application Complete? ____ Yes ____ No

If incomplete, date Applicant was notified in writing of Incomplete: _____

If incomplete, specific application requirement(s) was Applicant instructed to fix:

If incomplete, date of resubmission: _____

If incomplete, adjusted Date Permit Action is Due: _____

If Tolling period, Dates: _____

Date Permit Action is Due: _____

Action Log:

Planning:

☐ Approved
☐ Denied

Public Works:

☐ Approved
☐ Denied

Planning Manager Date

Public Works Director Date

Finance:

Occupation Tax Status: Does Applicant pay the city Telecommunications Occupation Taxes?

☐ Yes, \$0 Annual Rental Rate

☐ No, Annual Rental Rate is

- \$20 for each SWF attached to a utility pole
- \$250 for each SWF located anywhere else in ROW or City Property

Payment due on or before January 1, in advance of the ensuing year.

Finance Director Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

13c1.
1/2/2020

COUNCIL MEETING DATE:	SUBMITTED BY: Legal		
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 checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Repeal of Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way.

SYNOPSIS/BACKGROUND:

Resolution No. 2019-01 was approved "Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way" to regulate and provide certain design criteria and specifications for the collocation or installation of wireless facilities. Resolution 2019-01 should be repealed in its entirety as it is no longer necessary and conflicts with provisions in the current ordinance on the agenda.

FISCAL IMPACT: 0.00 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:

Authorize Mayor to sign Resolution repealing Resolution No. 2019-01 in its entirety.

ATTACHMENTS:

1. Resolution-Repeal	2. Resolution 2019-01	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Robbins
[Signature]
[Signature]

RESOLUTION NO. 2019- 01

14a
1-14-19

WHEREAS, the Federal Communications Commission ("FCC") recently enacted regulations accelerating the deployment of small cell wireless infrastructure in municipalities; and,

WHEREAS, said FCC regulations dictate application review processes which municipalities such as the City of Bellevue will be required to follow; and,

WHEREAS, said FCC regulations go into effect on January 14, 2019, and additionally provide for municipalities to have reasonable aesthetic guidelines published in advance of any small cell wireless providers' applications for infrastructure investment in municipal rights-of-way, in order to be binding on such small cell wireless providers; and,

WHEREAS, the City of Bellevue has drafted *Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way*, a copy of which is attached to the Resolution.

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

The attached *Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way*, to regulate and provide certain design criteria and specifications for the collocation or installation of wireless facilities, including but not limited to network nodes and node support poles, and related use of or work in right of way, within the corporate boundaries or extraterritorial jurisdiction of the City of Bellevue, are hereby adopted and shall be effective as of the date first written below.

ADOPTED AND APPROVED this 14th day of January 2019.



Mayor

ATTEST:



City Clerk

Design Guidelines

for the

Installation of Wireless Facilities in Public Right-of-Way

City of Bellevue, Nebraska

January 14, 2019

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SECTION 1. PURPOSE AND APPLICABILITY.

The City of Bellevue ("City") has the duty to manage the public right-of-way for the health, safety, and welfare of the City and public.

Purpose: The City enacts these Design Guidelines in order to meet its duty to the citizens of the City, and to give standards to wireless telecommunications providers for the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: These Design Guidelines are for siting and criteria for the installation of wireless facilities, including micro network nodes, network nodes, node support poles and related ground equipment being installed in the public right-of-way.

These Design Guidelines shall apply to all sitings, installations, collocations in, on, over or under the public right-of-way of network nodes, node support poles, micro network nodes, distributed antenna systems, microwave communications or other wireless facilities, by whatever nomenclature, collocated or installed and related access and work. All installations or other work in right-of-ways shall require an agreement with and be consented to by the City in its discretion in addition to any required permit or approval.

SECTION 2. DEFINITIONS.

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable Codes means:

- (A) uniform building, fire, electrical, plumbing, or mechanical codes as adopted or amended by a recognized national code organization and the City from time to time; and
- (B) local amendments to those codes from time to time.

City means the City of Bellevue, Nebraska, or its lawful successor.

City Administrator shall mean City Administrator of the City of Bellevue or the City Administrator's designee.

Collocate and *Collocation* means the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any wireless facility or pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the wireless facility blends into the surrounding environment and is visually unobtrusive. A concealed or camouflaged wireless facility or pole also includes any wireless facility or pole conforming to the surrounding area in which the wireless facility or pole is located and may include, but is not limited to, hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative Pole means a streetlight or other pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to municipal codes or other Law.

Design District means an area that is zoned, or otherwise designated by municipal code or other Law, and for which the city maintains and enforces unique design or aesthetic standards, including without limitation, zoning overlay districts and Historic Districts.

Disaster Emergency or Disaster or Emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the City is threatened, and includes, but is not limited to any declaration of emergency by City, state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of "Network Node."

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway Right-of-Way means right-of-way adjacent to a state or federal highway.

Historic District means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal Law.

Law means all common laws, and all federal, state, or municipal laws, statutes, codes, rules, regulations, orders, policies, resolutions, or ordinances as enacted or amended from time to time.

Local means within the geographical boundaries of the City, which shall include the corporate boundaries of the City and the extraterritorial jurisdiction of the City, as modified from time to time.

Location means a City approved and lawfully permitted location for the network node.

Macro Tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed that supports or is capable of supporting antennas.

Mayor means the Mayor of the City of Bellevue, Nebraska.

Micro Network Node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal Park means an area that is zoned or otherwise designated by municipal code or other Law as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility or a municipality and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network Node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

Network Provider means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf or for use of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of supporting a network node.

Node Support Pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means all written authorizations, agreements, and instruments issued, approved or executed by the City for the use of, or work in, the public right-of-way, or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority. Notwithstanding any other provision of these Guidelines to the contrary, use of public right of way by Providers shall require permits in form and content satisfactory to the City. Providers shall be required to submit applications for permits on such forms and including such content and information as specified by the City from time to time. Providers shall be required to

commence work within sixty days after an applicable permit is issued and diligently proceed to completion of approved collocations or installations. Any failure to commence or proceed with such work automatically shall render the permit null and void without any further action required of City.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private Easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as "Network Provider."

Public Right-of-Way means the area on, within, below, adjacent to, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has any interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Service Pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small Cell shall be included as a type of "Network Node."

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A "Street" is generally part of, but smaller in width than the width of the entire right-of-way. While a right-of-way may include sidewalks and utility easements, a "Street" does not. A "Street" does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport Facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility Pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider

Wireless Service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless Service Provider means a person that provides wireless service to the public.

Wireless Facilities mean "Micro Network Nodes," "Network Nodes," and "Node Support Poles".

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Restricted Areas .

1. ***Municipal Parks and Residential Areas.*** A Network Provider may not collocate any network nodes on an existing pole, or install any network nodes or node support poles in a public right-of-way, without the City's prior written consent and all required permits, if the public right-of-way is in or adjacent to a municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

(2) adjacent to single-family residential lots or other multi-family residences or undeveloped land that is designated for residential use by zoning or deed restrictions ("Residential Area").

1.1. A Network Provider collocating or installing a network node or node support pole in a public right-of-way described above also shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities. Each permit application shall disclose if it is within a Municipal Park or Residential Area as described above.

2. **Design Districts.** A Network Provider must obtain advance written approval and a permit from the City before collocating network nodes or installing node support poles in a Design District with decorative poles or in an area of the City zoned or otherwise designated as a Design District.

2.1 Each Permit application shall disclose if it is within a Design District with decorative poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

3. **Camouflage and Concealment.** As a condition for approval of network nodes or node support poles described in subsection 1 or 2 above, the City shall require reasonable camouflage and concealment measures, including without limitation, reasonable spacing, design, size, and color requirements for the network nodes or node support poles. Therefore, any request for such collocations or installations must include proposed camouflage and concealment measures in the permit applications.

3.1. Not in limitation of the foregoing, the City requests that each Network Provider explore the feasibility of new and creative methods of using camouflage and concealment measures to improve the aesthetics of the network nodes, node support poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in such areas.

4. All Network Providers shall comply with and observe all applicable City, State, and federal historic preservation and other Laws and requirements.

5. **Historic Landmarks.** A Network Provider may not install a network node or node support pole within 300 feet of a historic site or structure or historic landmark recognized by the City, state or federal government as of the date of the submission of the permit. Each permit application must disclose if it is with 300 feet of such a structure.

6. **Compliance with Undergrounding Requirements.** A Network Provider shall comply with any applicable undergrounding requirements, including without limitation, those specified in municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit, limit, regulate, or restrict installing aboveground structures in a public right-of-way.

6.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and/or conversions of overhead to underground areas, as may be specified in accordance with applicable Law.

6.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Most preferable locations

1. *Industrial Areas* if not within or adjacent to a municipal park, residential area, or Design District.

2. *Highway Rights-of-Way Areas* if not within or adjacent to a municipal park, residential area, or Design District.

3. *Retail and Commercial Areas* if not within or adjacent to a municipal park, residential area, or design district.

C. Designated Areas.

1. Currently designated *Residential Areas* are any areas zoned for single family or multi-family residential use.

2. Currently designated *Design District* areas are:

(a) Olde Towne

(b) Twin Creek

3. Future residential areas or Design Districts may be designated by the City Council from time to time in accordance with applicable Law, and they shall be deemed to be included in these Guidelines without any further action required of the City.

4. While not required to designate Underground Compliance Areas to prohibit above ground wireless facilities, the City may, from time to time, also designate Underground Compliance Areas.

D. Exceptions

The City, upon demonstration of necessity to the satisfaction of the City Council or its designee, by its consent and agreement may grant exception to the above prohibited locations and sizes, in accordance with applicable Law.

E. Order of Preference Regarding Network Node Attachment to Existing Facilities and New Node Support Poles. Not in limitation of any other requirements of these Guidelines:

1. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for network nodes and related ground equipment.

2. *Municipal Service Poles:*

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public.

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal service pole* use is the lowest priority and prohibited unless the only option.

3. *New node support poles* shall be the least preferred type of allowed facility for attachment of network nodes.

4. *Ground Equipment*. Ground equipment shall be minimal and the least intrusive.

SECTION 4. REQUIREMENTS ON PLACEMENT.

Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 4 shall apply.

A. Generally.

A Network Provider shall construct and maintain network nodes and node support poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on or in connection with a public right-of-way;

2. obstruct, impede, or hinder the legal use of a public right-of-way by other utility providers;

3. violate applicable codes;

4. violate or conflict with any applicable public right-of-way management ordinance or these Design Guidelines.

5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.) or any other applicable Law.

B. General Requirements and Information:

1. *Size Limits*. Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations and other requirements as set forth in Appendix A of this document, incorporated into this document by reference with each application and with each request for a permit for each location.

2. *State and Federal Rights-of-Way Permit*. If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of Non-interference with City Safety Communication Networks*.

a. The Network Provider needs to provide analysis satisfactory to the City Administrator that the proposed network nodes shall not cause any interference with City public safety radio system, traffic signal light system, or other public safety or communications components.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed network node. A network node shall not be

installed in a location that causes any interference. Network nodes shall not be allowed on City's public safety radio infrastructure.

4. *Improperly Located Network Node Facilities, Node Support Poles and Related Ground Equipment:*

a. If any network node facilities, node support poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Administrator and impedes, obstructs, or hinders pedestrian or vehicular traffic or does not comply or otherwise renders the right-of-way non-compliant with applicable Laws, including without limitation the American With Disabilities Act, then Network Provider shall promptly remove the network node facilities, node support poles or ground equipment.

b. Notice to remove and relocate unauthorized facilities; fine or penalty: After 30 days' notice to remove any network node, node support poles or ground equipment that is located in the incorrect location, if not relocated, shall be deemed unlawful and the Network Provider shall be subject to such penalties or fines as prescribed for violations of the City Code until the network node facilities, node support poles or ground equipment is relocated to the correct area within the permitted location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the network node facilities, node support poles or ground equipment.

C. Underground Requirement Areas.

1. A Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, other Law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to be an underground requirement area, then a Network Provider's permit for the location of the micro network node, network node, node support pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said micro network node, network node, node support pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition.

D. Network Node facilities placement:

1. *Right-of-Way:* Network node facilities, node support poles and related ground equipment shall be placed within two feet of the outer edge of the right-of-way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height Above Ground.* Network node attachments to a pole shall be installed at least eight (8) feet above the ground, and if a network node attachment is projecting

toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* No protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on Number of Network Nodes per Site.* There shall be no more than one network node on any one pole.

E. New Node Support Poles.

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or node support poles at the same spacing as the spacing between utility poles in the immediate proximity, but no less than 300 feet from any utility pole or any other node support pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or Modified Utility Pole.* Node support pole or modified utility pole may not exceed the lesser of:

(1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or

(2) 55 feet above ground level.

F. Ground Equipment.

1. *Ground Equipment Near Street Corners and Intersections:* Ground equipment shall be minimal and the least intrusive. To minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment Near Municipal Parks.* For the safety of municipal park patrons, particularly small children, and to allow full line of sights near municipal park property, the Network Provider shall not install ground equipment in a right-of-way that is within a park or within 250 feet of the boundary line of a park, unless approved by the City Administrator in writing.

3. Minimize Ground Equipment Density:

To enhance the safety requirements of line of sight of pedestrians, particularly small children, the City Administrator may deny a request for a proposed location if the Network Provider installs network node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

G. Service Poles:

1. *In Accordance with Agreement:* Installations on all service poles shall be in accordance with an agreement.

2. *Required Industry Standard Pole Load Analysis:* Installations on all service poles shall have an industry standard pole load analysis completed and submitted to the

municipality, to the satisfaction of the City Administrator, with each permit application indicating that the service pole to which the network node is to be attached will safely support the load.

3. *Height of Attachments*: All attachments on all service poles shall be at least 8 feet above grade, and if a network node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

4. *Installations on Traffic Signals*: Installations on all traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of network node facilities on any traffic signal structures shall:

- i. Be encased in a separate conduit than the traffic light electronics;
- ii. Have a separate electric power connection than the traffic signal structure; and
- iii. Have a separate access point than the traffic signal structure.

5. *Installations on Street Signage*: Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of network node facilities on any street signage structures that has electrics shall:

- i. Be encased in a separate conduit than any City signage electronics;
- ii. Have a separate electric power connection than the signage structure; and
- iii. Have a separate access point than the signage structure.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 5 shall apply.

A. Concealment.

1. Concealment of network nodes and node support poles shall be required by the City in Design Districts with decorative poles.

2. All new node support poles shall be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The network node facilities shall be concealed or enclosed in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another node support pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City Administrator may deny a request for a proposed location if the Network Provider installs network node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

D. Allowed Colors.

Colors in Design Districts must be in strict accordance with the City's applicable ordinances or other Law.

Colors in Design Districts must be approved by the City Administrator from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

Not in limitation of any other requirements of these Guidelines, the following provisions of this Section 6 shall apply:

A. Network Provider shall be responsible for obtaining any required electrical power service to the micro network node, network node facilities, Node support poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the micro network node, network node facilities, node support poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure.

B. Network Provider shall not allow or install generators or back-up generators in the right-of-way.

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

1. Insurance, bonding and security deposits shall be in strict accordance with the City's applicable ordinances or other Law.

2. Indemnity shall be in strict accordance with the City's applicable ordinances or other Law.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, MAINTENANCE AND REPAIR

A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.

1. Removal and relocation by the Network provider of its micro network node, network node facilities, node support pole or related ground equipment at its own discretion, shall be in strict accordance with the City's applicable ordinances or other Law.

2. If the Network Provider removes or relocates a micro network node, network node facilities, node support pole or related ground equipment at its own discretion, it shall notify the City Administrator in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all permits required for relocation or removal of its micro network node, network node facilities, Node support poles and related ground equipment prior to relocation or removal.

3. The City shall not issue any refunds for any amounts paid by Network Provider for micro network node, network node facilities, node support poles or related ground equipment that have been removed.

B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.

1. Removal and relocation of Network Provider's micro network node, network node, node support pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's applicable ordinances or other Law.

2. Except as provided in existing state and federal law, a Network Provider shall relocate or adjust micro network node, network node, node support pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way

3. Network Provider understands and acknowledges that the City may require Network Provider at its sole cost and expense to remove or relocate its micro network node, network node, node support pole and related ground equipment, or any portion thereof from the right-of-way for City construction projects in accordance with municipal, state, or federal Law, including the common-law.

4. Network Provider shall, at the City Administrator's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing municipal, state and federal Law, whenever the City Administrator reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street or public rights-of-way to enhance the traveling public's use for travel and transportation.

5. If Network Provider fails to remove or relocate the micro network node, network node, node support pole or related ground equipment, or portion thereof as requested by the City Administrator within 90 days of Network Provider's receipt of the request, then the City shall be entitled to remove the micro network node, network node, node support pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its costs and expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the micro network node, network node, node support pole or related ground equipment, or portion thereof.

C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment within the time frame and in the manner required by the City Administrator if the City Administrator reasonably determines that the disconnection, removal, or relocation of any part of a micro network node, network node, node support pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property or equipment, (b) the micro network node, network node, node support pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, permits, and certifications required by Law for its micro network node, network node, node support pole and related ground equipment, or use of any location.

2. If the City Administrator reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable micro network node, network node, node support pole and related ground equipment at the Network Provider's sole cost and expense.

3. The City Administrator shall provide 90 days written notice to the Network Provider before removing a micro network node, network node, node support pole and related ground equipment under this section, unless there is imminent danger to the public health, safety, and welfare.

4. Network Provider shall reimburse City for the City's actual cost of removal of micro network node, network node, node support pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. INSTALLATION.

Network Provider shall, at its own cost and expense, install the micro network node, network node facilities, node support poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Administrator, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Administrator. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the micro network node, network node facilities, node support poles and related ground equipment shall be in compliance with all applicable Laws.

B. INSPECTIONS.

The City Administrator, or designee, may perform inspections of any micro network node, network node, node support pole or related ground equipment located in the right-of-way.

If the inspection requires physical contact with the micro network node, network node, node support poles or related ground equipment, the City Administrator shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

Abandoned or obsolete micro network node, network node, node support pole and related ground equipment shall be removed by Provider at its sole cost and expense.

Network Provider shall remove micro network node, network node, node support pole and related ground equipment when such facilities are abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the micro network node, network node, node support pole and related ground equipment being abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes or abandons permanent structures in the right-of-way, the Network Provider shall notify the City Administrator in writing of such removal or abandonment and shall file with the City Administrator the location and description of each micro network node, network node, node support pole and related ground equipment removed or abandoned. The City Administrator may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the right-of-way.

SECTION 11. GENERAL PROVISIONS.

1. As Built Maps and Records. Network Provider's as built maps and records shall be in strict accordance with the City's applicable Law.

Network Provider shall maintain and provide the City Engineer copies of accurate maps and other appropriate records of its network node facilities, node support poles and related ground equipment as they are actually constructed in the right-of-way, including without limitation, Microstation/GIS digital and other formats requested by the City Engineer. Network Provider will provide additional maps to the City upon request.

2. Courtesy and Proper Performance. Courtesy and proper performance of work in the right of way by Network Provider's personnel and contractors shall be in strict accordance with applicable Law ,

Network Provider shall make citizen satisfaction a priority in using the right-of-way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its micro network node, network node, node support pole and related ground equipment in the right-of-way. Network

Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Administrator, Network Provider is not performing in accordance with this subsection 2, Network Provider shall take all remedial steps to conform to these standards.

3. Drug Policy. Drug policy of Network Provider's personnel, and contractors in the rights-of-way shall be in strict accordance with applicable Law.

It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City right-of-way is prohibited.

4. Allocation of Funds for Removal and Storage. The City has appropriated \$0 to pay for the cost of any removal or storage of micro network node, network node, node support pole and related ground equipment, as authorized under this article, and no other funds are allocated.

5. Ownership of Network Node and Related Equipment. No part of a micro network node, network node, node support pole and related ground equipment erected or placed on the right-of-way by Network Provider will become, or be considered by the City as being affixed to or a part of, the right-of-way. All portions of the micro network node, network node, node support pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the right-of-way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Administrator prior to any work in the Right-of-Way.

6. Tree Maintenance. Tree maintenance shall be in strict accordance with applicable Law.

Network Provider, its contractors, and agents shall obtain written permission from the City Administrator before trimming trees hanging over its micro network node, network node, or node support pole, to prevent branches of such trees from contacting attached micro network node, network node, or node support pole. When directed by the City Administrator, Network Provider shall trim under the supervision and direction of the Public Works Director or his designee. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. Signage. Signage shall be in strict accordance with applicable Law.

Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by Law (e.g. RF ground notification signs) or the City Administrator.

Except as required by Law or by the utility pole owner, Network Provider shall not post any other signage or advertising on the micro network node, network node, node support pole, service pole or utility pole.

8. Graffiti Abatement.

As soon as possible, but not later than seven (7) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its micro network node, network node, node support pole, and related ground equipment located in the

right-of-way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight Law.

9. Restoration.

Network Provider shall restore and repair the right-of-way from any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from Network Provider's installation, collocation, removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with applicable Law.

Network Provider shall repair any damage to the right-of-way, or any facilities located within the right-of-way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation (or any other of Network Provider's activities hereunder), at Network Provider's sole cost and expense, including restoration of the right-of-way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a permit for the applicable location or did the work at such location (even if Network Provider did not first obtain a permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the approval of the City Administrator.

10. Network provider's responsibility.

Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the collocation or installations of any micro network node, network node, node support pole or related ground equipment, or any other work or activity in the right-of-way, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION

Should the Network Provider desire to deviate from any of the standards set forth in the Design Guidelines, the Network Provider may request an Administrative Hearing before a Board of Appeals. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption.

The process for an application, hearing and vote shall follow the process set out for a variance.

SECTION 13. DESIGN MANUAL - UPDATES

Placement or modification of micro network node, network node, node support pole and related ground equipment shall comply with the City's Design Guidelines at the time the permit for installation or modification is approved and as amended from time to time.

APPENDIX A

Requirements for Installation of Small Cell Network Nodes

A network node to which this chapter applies must conform to the following conditions:

I. Collocations on Existing Utility Poles and Municipal Service Poles

General:

(A) Only the antenna, concealing shroud and associated wiring may be located on the support structure.

(B) Cabling which services the Network Node shall enter at the base of the support structure and fully enclosed in conduit of a minimal size and number.

(C) Related ground equipment, except for electrical meter, shall be housed in a single cabinet of minimal size at a location subject to City approval.

(D) All wiring routed between ground equipment and pole is to be fully concealed from view.

Antennae:

(A) Each antenna shall be located entirely within a shroud enclosure of not more than 6 cubic feet in volume and may not exceed a height of three feet above the existing structure or pole.

(B) The diameter of the antenna or antenna enclosure should not exceed the diameter of the top of the pole, and to the extent practical, should appear as a seamless vertical extension of the structure.

(C) The maximum diameter of the shroud shall be no wider than 1.5 times the diameter of the top of the structure.

(D) Where the maximum shroud diameter exceeds the diameter of the top of the pole or structure, the shroud shall be tapered to meet the top of the structure.

(E) Unless otherwise approved, all antennas shall be mounted to the top of the wireless support structure, aligned with the centerline of the structure.

(F) Antennas shall generally be cylindrical in shape and completely housed within a cylindrical shroud that is capable of accepting paint to match the pole structure.

(G) Color for all antennas and shrouds shall be selected by the City Administrator or her designee in order to match the context and nature of the surrounding area.

II. New Wireless Structures with Small Cell Network Nodes

General:

- (A) All new wireless structures shall be constructed of solid hot-dipped galvanized steel, be round in shape with a smooth pole shaft.***
- (B) New Wireless Structures should be stealth in design, with all equipment integrated in the pole or contained in a cabinet away from the pole.***
- (C) Wireless support structures incorporating pole mounted small cell facilities shall be tapered in diameter from the base to the top, with a maximum diameter of 12 inches at the base and a maximum diameter of 8 inches at the top.***
- (D) Wireless support structures must be supported by a reinforced concrete base in dimensions approved by a Professional Engineer licensed in the State of Nebraska, and reviewed and approved by the City Engineer.***
- (E) All anchor bolts must be concealed from view with an appropriate boot or cover coated or painted to match the pole.***
- (F) Pole owners must allow collocation of other provider equipment on all poles.***

Antennae:

- (A) Each antenna shall be located entirely within a shroud enclosure of not more than 6 cubic feet in volume and may not exceed a height of three feet above the existing structure or pole.***
- (B) The diameter of the antenna or antenna enclosure should not exceed the diameter of the top of the pole, and to the extent practical, should appear as a seamless vertical extension of the structure.***
- (D) Where the maximum shroud diameter exceeds the diameter of the top of the pole or structure, the shroud shall be tapered to meet the top of the structure.***
- (E) Unless otherwise approved, all antennas shall be mounted to the top of the wireless support structure, aligned with the centerline of the structure.***
- (F) Antennas shall generally be cylindrical in shape and completely housed within a cylindrical shroud that matches the color of the wireless structure.***

RESOLUTION NO. 2020-05

WHEREAS, the City of Bellevue, Nebraska, by Resolution No. 2019-01, on the 14th day of January, 2019 approved “Design Guidelines for the Installation of Wireless Facilities in the Public Right-of-Way” to regulate and provide certain design criteria and specifications for the collocation or installation of wireless facilities.

That on or about _____, 2020, the City Council approved Ordinance No. _____ wherein a new section 8.14 regarding “Small Wireless Facilities” was added to Appendix A-Zoning of the Bellevue Municipal Code. As such, all design guidelines are incorporated into said ordinance.

WHEREAS Resolution No. 2019-01 is no longer necessary and conflicts with provisions in Ordinance No. _____ passed by the City Council.

WHEREAS the City of Bellevue wishes to repeal Resolution 2019-01 in its entirety.

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

The City of Bellevue is hereby repealing Resolution 2019-01 as all applicable design guidelines for small wireless facilities can now be found in Section 8.14 of the Bellevue City Code.

ADOPTED AND APPROVED this _____ day of February, 2020.

Mayor

ATTEST:

City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14a. & 14a1.
1/21/2020

COUNCIL MEETING DATE: 01/21/2020	SUBMITTED BY: Mike Christensen	Permits & Inspections
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>
RESOLUTION <input checked="" type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>

SUBJECT:

Condemnation of 7952 S 25th St. Bellevue, NE 68147

SYNOPSIS/BACKGROUND:

In April of 2017 this property was inspected and found to be in a deteriorated condition that was unsafe and unfit for human occupancy. A certified letter was sent to the owners and also posted on the front door. The letter stated all of the know defects and gave a time frame to bring the dwelling back into code compliance. A second letter was sent in November of 2019 stating the defects and that the house had been placarded as unfit for human occupancy. The dwelling continues to deteriorate and there has been no attempt to comply with the order.

FISCAL IMPACT: \$12,000.00 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: YES
CIP PROJECT NAME:		CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:	

RECOMMENDATION:

Representatives for the dwelling structure need to show cause why such dwelling should not be condemned as a nuisance. Otherwise the dwelling should be ordered torn down, the debris removed and the premises place in a safe condition.

ATTACHMENTS:

1. photo	2. photo	3. photo
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Breck Hollins
[Signature]



City of Bellevue
Office of the City Clerk

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

January 2, 2020

Raccoon LLC
7952 S. 25th Street
Bellevue, NE 68147

Re: Property located at 7952 S. 25th Street Bellevue, Nebraska
1D Pleasant Hill or Martin's Subdivision

To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of a property located at 7952 S. 25th Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate Raccoon LLC as the owner of record of this property.

This public hearing will be held on Tuesday, January 21, 2020, at 6:00 p.m. in the City Council Chambers at City Hall, 1500 Wall Street, in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

Susan Kluthe, CMC/AAE
Bellevue City Clerk

CC: Mike Christensen



City of Bellevue
Office of the City Clerk

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

January 2, 2020

CWH Investments LLC
13904 Rahn Blvd.
Bellevue, NE 68123-4829

Re: Property located at 7952 S. 25th Street Bellevue, Nebraska
1D Pleasant Hill or Martin's Subdivision

To Whom It Concerns:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of a property located at 7952 S. 25th Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate Racoon LLC as the owner of record of this property.

This public hearing will be held on Tuesday, January 21, 2020, at 6:00 p.m. in the City Council Chambers at City Hall, 1500 Wall Street, in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

Susan Kluthe, CMC/AAE
Bellevue City Clerk

CC: Mike Christensen

**NOTICE OF HEARING
TO
Raccoon LLC
OWNER OF: Lot 1D Pleasant Hill or
Martin's Subdivision
LOCATED AT 7952 S. 25th Street
BELLEVUE, SARPY COUNTY,
NEBRASKA,
AND TO ALL OTHER PERSONS WITH
ANY INTEREST IN THAT PROPERTY**

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council of the City of Bellevue and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

The hearing will be held on Tuesday, January 21, 2020, beginning at 6:00 p.m. in the City Council Chambers at Bellevue City Hall, 1500 Wall Street. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

**Susan Kluthe,
Bellevue City Clerk**



City of Bellevue
Permits and Inspections
1510 Wall St. ▪ Bellevue, Nebraska 68005 ▪

MEMO

December 10, 2019

From: Michael Christensen, Chief Building Official
Permits and Inspections
City of Bellevue, Nebraska

To: Susan Kluthe
City Clerk

Subject: 7952 S. 25th St Bellevue, NE 68147
LEGAL: 11D PLEASANT HILL OR MARTIN'S SUBDIVISION

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the structure located at 7952 S. 25TH St. Bellevue, NE 68147, has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Raccoon LLC. The structure has been deteriorating for quite some time due to non-maintenance. In the initial notification process in April of 2017 a certified letter was sent and not accepted stating the deficiencies of the property. On June 6, 2017, the letter was then attached to the front door and it was noted on July 7, 2017, the letter had been removed. The letter stated a list of code deficiencies that needed to be addressed and a time frame to submit plans and obtain permits to bring the structure into compliance with the codes of the City of Bellevue.

A second letter was sent on November 25, 2019, stating that the dwelling/structure was unfit for human occupancy and had been placarded as such. This letter included all of the known deficiencies and a ten-day (10) time frame to contact the permits department to show how they intend to bring the structure back into code compliance. The second letter was also attached to the front door.

Since that time there has been no attempt to comply with the order and no contact with Raccoon LLC. Therefore, I am sending this report to you with my opinion that the dwelling/structure as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.









SARPY COUNTY ASSESSOR'S OFFICE

Real Property Record Card

Data Provided by DAN PITTMAN County Assessor. Printed on 1/2/2020 at 10:59



Parcel Information		Ownership Information	
Parcel Number : 010424539		Current Owner : RACCOON LLC	
Map Number : 2961-16-0-10527-000-0003		Address : 7952 S 25TH ST	
Situs : 7952 S 25TH ST		City ST. ZIP : BELLEVUE NE 68147	
Legal : LOT 1D PLEASANT HILL OR MARTIN'S SU BDIVISION		Cadastral # : 0005-0020	
Current Valuation	Assessment Data	Property Classification	
Land Value : 112,889	District/TIF Fund : 10003	Status : 01 - Improved	
Impr. Value : 35,450	School Base : 77-0001 OMAHA SCHOOL	Use : 01 - Single Family	
OutBuildings :	Affiliated Code :	Zoning : 01 - Single Family	
Total Value : 148,339	Neighborhood : B12	Location : 01 - Urban	
Exemptions : 0	Greenbelt Area :	City Size : 03 - 12,001-100,000	
Taxable Value : 148,339	Greenbelt Date :	Lot Size : 06 - 5.00-9.99 ac.	

Sales History					
Date	Book/Page	Grantor	Grantee	Price	Adj Price
12/28/2005	2005-48043	PAUL M & DOROTHY A ENGLER	RACCOON LLC	0	0

BOE Appeal History				Building Permits			
Appeal #	Year	Appealed By	Status	Permit #	Date	Description	Amount

Assessment Milestones								
Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2019	CTL	1000		112,889	35,450	0	148,339	148,339
2019	BOE 425	1000		112,889	35,450	0	148,339	148,339
2019	BOE	1000		112,889	35,450	0	148,339	148,339
2019	ABSTRACT	1000		112,889	35,450	0	148,339	148,339
2018	CTL	1000		112,314	38,823	0	151,137	151,137

Historical Valuation Information							
Year	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2019	112,889	35,450		148,339		148,339	3,286.60
2018	112,314	38,823		151,137		151,137	3,373.36
2017	112,314	33,831		146,145		146,145	3,278.00
2016	112,314	34,246		146,560		146,560	3,264.18
2015	109,205	32,658		141,863		141,863	3,134.10



SARPY COUNTY ASSESSOR'S OFFICE
Residential Data Sheet

Date of Print: 1/2/2020

Record: 1 Of 1

Inspected By: AA Inspection Date: 9/11/2018

Roll Year: 2019

Parcel ID #: 010424539

Map #: 2961-16-0-10527-000-0003

RACCOON LLC

Situs : 07952 S 25TH ST

Legal : LOT 1D PLEASANT HILL OR MARTIN'S SUBDIVISION

7952 S 25TH ST

BELLEVUE NE 68147

Lot Information

Neighborhood : B12 BELLEVUE 137 SUBS

Lot Size(Acres) : 4.806

Value Method : AC

Topography :

Amenities

of Units : 5.015

Street Access :

DIFFERENTIAL : UNITS :

Unit Value : 22,510.22

Utilities :

VACANT LOT : FACTOR :

Adjustments :

Lot Value : 112,889

Physical Information

Type : 1 - Single Family

Year Built/Age : 1911 / 108

Quality : 20 - Fair

Effective Age : 108

Condition : 15 - Poor +

Remodel Date :

Arch Type : STORY 1/2

Remodel Type :

Style : 1 1/2-ST-FIN 100%

Exterior Wall : 100% SIDING

Floor Area : 1,268

Basement Area : 528

Sub Floor : WOOD JOIST/WOOD SUBFLOOR

Bedrooms : 3

Baths : 1

Heat Type : 100% FORCED AIR

Roof Type : WOOD SHAKES

Plumbing Fixt : 5

Valuation Summary

Estimate of Value (USING THE COST APPROACH) \$148,339

Estimate of Value (Using Market Approach)

Estimate of Value (Using Model)

Model # and Description

Calculations 0 x 0

Final Estimate

Improvement Value \$35,450

Land Value \$112,889

FINAL ESTIMATE OF VALUE \$148,339

Value per Square Foot \$27.96

Current Total Assessed Value for Parcel # 010424539 \$151,306

SARPY COUNTY ASSESSOR'S OFFICE
Residential Data Sheet - Cost Approach Data

Date of Print: 1/2/2020

Record : 1 Of 1
Roll Year : 2019

Parcel ID #: 010424539

Map #: 2961-16-0-10527-000-0003

RACCOON LLC
7952 S 25TH ST
BELLEVUE NE 68147

Situation : 7952 S 25TH ST
Legal : LOT 1D PLEASANT HILL OR MARTIN'S
SUBDIVISION

COST APPROACH - Values by Marshall & Swift

Appraisal Zone : 2019

Manual Date : 06/18

Cost factor : 0.94

Description

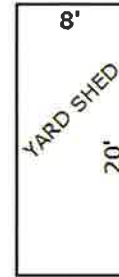
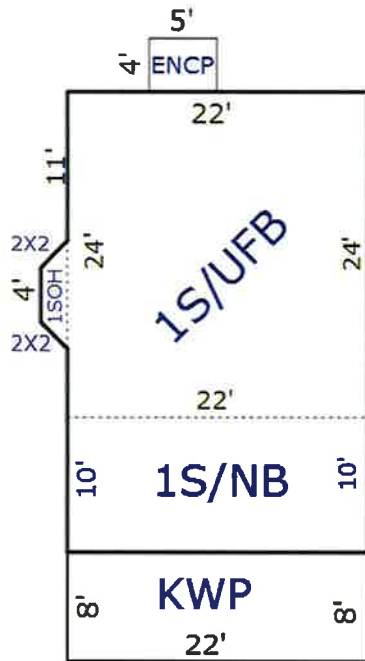
BASIC STRUCTURE COST	<u>Square Feet</u>		<u>Base SF Cost</u>	<u>Total Cost</u>
	1,268	x	67.93	= 86,135
<u>ADJUSTMENTS</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Area Adj</u>	<u>Total Cost</u>
ROOFING	760	3.70	2.22	2,815
SUBFLOOR				
HEATING & COOLING				
PLUMBING Base is: 7 (Under Base)	2	1,005.00	(1.49)	(1,889)
BASEMENT COST	528	21.84	9.09	11,532
PARTITION FINISH				
RECREATIONAL FINISH				
MINIMUM FINISH				
ADJUSTED STRUCTURE COST	1,268	x	77.76	= 98,600
<u>IMPROVEMENTS</u>	<u>UNITS</u>	<u>UNIT COST</u>	<u>DEPR</u>	<u>TOTAL COST</u>
NO GARAGE				
PORCH,KNEE WALL	176	59.50		10,470
SHED,WOOD YARD	160	16.49		2,640
DRIVEWAY	4	1,000.00		4,000
PORCH,ENCLOSED	20	16.66		335

TOTAL REPLACEMENT COST NEW	1,268	x	91.52	=	116,045
----------------------------	-------	---	-------	---	---------

Depreciation :	69% Total	68% Physical	Functional	6% Economic
	Less Depreciation/Plus Appreciation : (80,595)			

Improvement Value	\$35,450
Land Value	\$112,889
Lump Sums	
ESTIMATE OF VALUE (USING THE COST APPROACH)	\$148,339
Value per Square Foot	\$27.96

DATA USED FOR CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserve all rights herein.



Sketch by Apex Sketch

CERTIFICATE # :13454	
Parcel ID # : 010424539	Owner : See Statement
Cert Type : PRIVATE	Purchaser ID : 1012 CWH INVESTMENTS LLC 13904 RAHN BLVD BELLEVUE/NE 68123-4829
Maturity Date : 2/23/2020	Date Purchased : 2/23/2017
Filing Fees : \$20	Redemption # : -
Total Tax & Int : \$10,250	Redemption Charge :
Map # : 2961-16-0-10527-000-0003	Redemption Total :
Situs : 07952 \S 25TH ST	Redeemer :
Legal : LOT 1D PLEASANT HILL OR MARTIN'S SUBDIVISION	
CERTIFICATE # :13330	
Parcel ID # : 010424539	Owner : See Statement
Cert Type : PUBLIC	Purchaser ID : 2349 FABIAN LAND HOLDINGS 12 LLC 13575 LYNAM DRIVE OMAHA, NE 68138
Maturity Date : 3/9/2019	Date Purchased : 3/9/2016
Filing Fees : \$20	Redemption # : 12055 - 5/27/2016
Total Tax & Int : \$4,217	Redemption Charge : \$2.00
Map # : 2961-16-0-10527-000-0003	Redemption Total : 4324.07
Situs : 07952 \S 25TH ST	Redeemer : DOROTHY ENGLER
Legal : LOT 1D PLEASANT HILL OR MARTIN'S SUBDIVISION	
CERTIFICATE # :12744	
Parcel ID # : 010424539	Owner : See Statement
Cert Type : PUBLIC	Purchaser ID : 815 JESSEN/TERRY L. P.O. BOX 1140 SCOTTSBLUFF NE 69363-1140
Maturity Date : 3/5/2017	Date Purchased : 3/5/2014
Filing Fees : \$10	Redemption # : 11485 - 12/30/2014
Total Tax & Int : \$4,946	Redemption Charge : \$2.00
Map # : 2961-16-0-10527-000-0003	Redemption Total : 5406.7
Situs : 07952 \S 25TH ST	Redeemer : PAUL ENGLER
Legal : LOT 1D PLEASANT HILL OR MARTIN'S SUBDIVISION	
CERTIFICATE # :10765	
Parcel ID # : 010424539	Owner : See Statement
Cert Type : PUBLIC	Purchaser ID : 1047 EMPIRE INVESTMENTS 2, LLC 14630 ERNST STREET BENNINGTON/NE 68007-

Maturity Date : 3/8/2014	Date Purchased : 3/8/2011
Filing Fees : \$10	Redemption # : 10346 - 2/14/2013
Total Tax & Int : \$3,065	Redemption Charge : \$2.00
Map # : 2961-16-0-10527-000-0003	Redemption Total : 3898.78
Situs : 07952 \S 25TH ST	Redeemer : RACCOON LLC
Legal : LOT 1D PLEASANT HILL OR MARTIN'S SUBDIVISION	
CERTIFICATE # :3902	
Parcel ID # : 010424539	Owner : See Statement
Cert Type : PUBLIC	Purchaser ID : 743 PTLJ CORPORATION P.O. BOX 1140 522 EAST 26TH ST SCOTTSBLUFF NE 69361
Maturity Date : 3/6/2004	Date Purchased : 3/6/2001
Filing Fees : \$10	Redemption # : 3228 - 7/30/2001
Total Tax & Int : \$2,031	Redemption Charge : \$2.00
Map # : 2961-16-0-10527-000-0003	Redemption Total : 2137.25
Situs : 07952 \S 25TH ST	Redeemer : bank of america mortgage
Legal : LOT 1D PLEASANT HILL OR MARTIN'S SUBDIVISION	
CERTIFICATE # :2789	
Parcel ID # : 010424539	Owner : See Statement
Cert Type : PUBLIC	Purchaser ID : 727 NTAC 30 FEDERAL STREET BOSTON MA 2110
Maturity Date : 3/2/2002	Date Purchased : 3/2/1999
Filing Fees : \$10	Redemption # : 3228 - 7/30/2001
Total Tax & Int : \$1,377	Redemption Charge : \$2.00
Map # : 2961-16-0-10527-000-0003	Redemption Total : 2135.25
Situs : 07952 \S 25TH ST	Redeemer : PAUL M & DOROTHY A ENGLER
Legal : LOT 1D PLEASANT HILL OR MARTIN'S SUBDIVISION	

RESOLUTION NO. 2020-01

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that upon the facts presented, the structure(s) located on

Lot 1D Pleasant Hill or Martin's Subdivision, Bellevue, Sarpy County, Nebraska,

and located at 7952 S. 25th Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by February 21, 2020, and if not done by February 21, 2020, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this _____ day of January, 2020.

Mayor

ATTEST:

City Clerk

APPROVED as to Form:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14b. & 14b1.
1/21/2020

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Mike Christensen		Permits & Inspections	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Condemnation of 7312 S 25th St. Bellevue, NE 68147

SYNOPSIS/BACKGROUND:

In April of 2016 this property was inspected and found to be in a deteriorated condition that was unsafe and unfit for human occupancy. A certified letter was sent to the owners and also posted on the front door. The letter stated all of the known defects and gave a time frame to bring the dwelling back into code compliance. A second letter was sent in November of 2019 stating the defects and that the house had been placarded as unfit for human occupancy. The dwelling continues to deteriorate and there has been no attempt to comply with the order.

FISCAL IMPACT: \$12,000.00 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: YES	
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Representatives for the dwelling structure need to show cause why such dwelling should not be condemned as a nuisance. Otherwise the dwelling should be ordered torn down, the debris removed and the premises placed in a safe condition.

ATTACHMENTS:

1. photo	2. photo	3. photo
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Rollins
[Signature]
[Signature]



City of Bellevue
Office of the City Clerk

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

January 2, 2020

Stanley Plebanek
7312 S. 25th Street
Bellevue, NE 68147

Re: Structure located at **7312 S. 25th St.**, Bellevue, Nebraska
Lot 3 & N ½ Lot 28, Block 1, Randolph Place & All Vac Alley Between

Mr. Stanley Plebanek:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 7312 S. 25th Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, January 21, 2020, in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

Susan Kluthe, CMC/AAE
Bellevue City Clerk

CC: Mike Christensen

**NOTICE OF HEARING
TO
Raccoon LLC
OWNER OF: Lot 1D Pleasant Hill or
Martin's Subdivision
LOCATED AT 7952 S. 25th Street
BELLEVUE, SARPY COUNTY,
NEBRASKA,
AND TO ALL OTHER PERSONS WITH
ANY INTEREST IN THAT PROPERTY**

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council of the City of Bellevue and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

The hearing will be held on Tuesday, January 21, 2020, beginning at 6:00 p.m. in the City Council Chambers at Bellevue City Hall, 1500 Wall Street. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

**Susan Kluthe,
Bellevue City Clerk**



City of Bellevue
Permits and Inspections
1510 Wall St. ▪ Bellevue, Nebraska 68005 ▪

MEMO

December 10, 2019

From: Michael Christensen, Chief Building Official
Permits and Inspections
City of Bellevue, Nebraska

To: Susan Kluthe
City Clerk

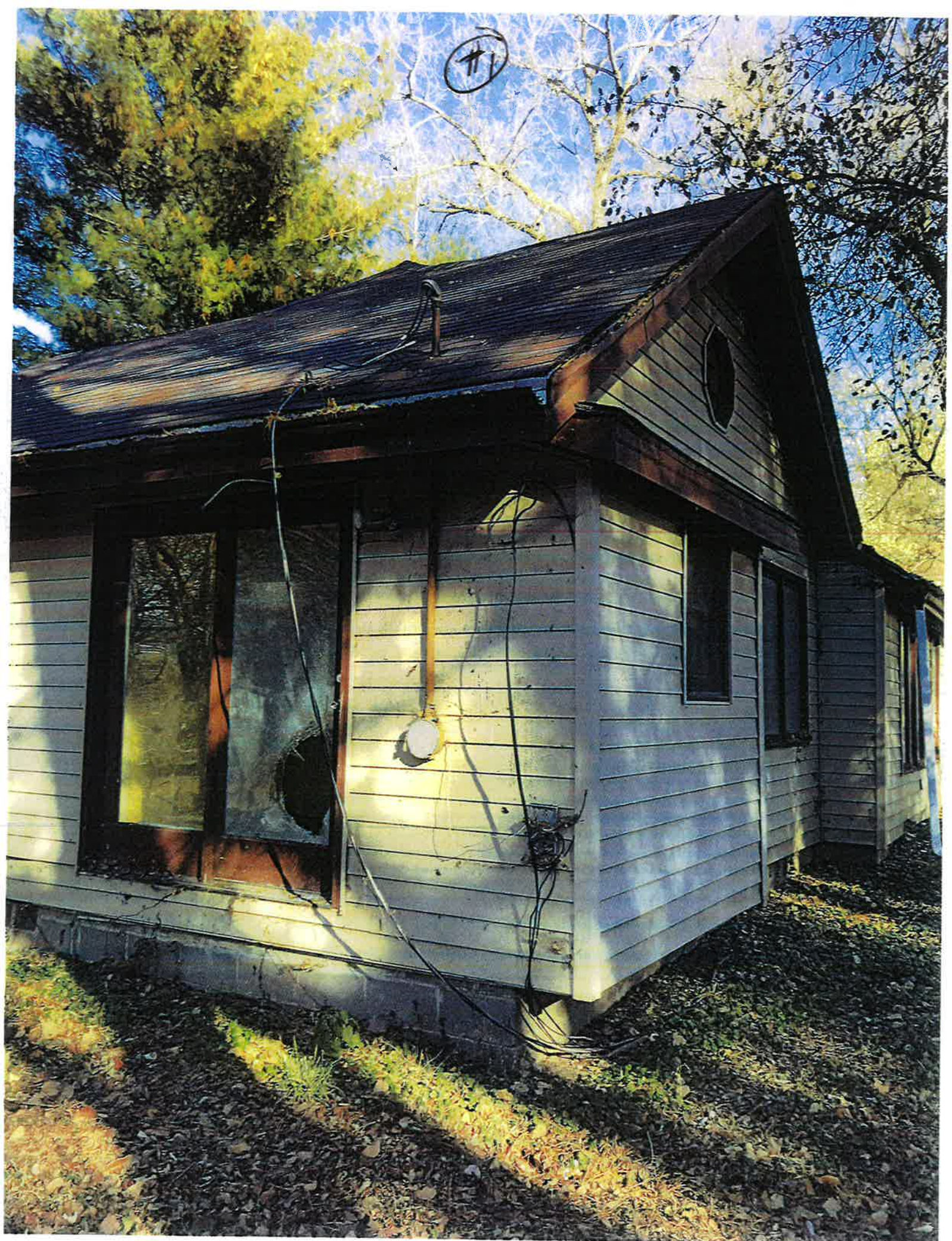
Subject: 7312 S. 25th St. Bellevue, NE 68147
LEGAL: LOT 3 & N ½ LOT28 BLOCK 1 RANDOLPH PLACE & ALL VAC
ALLEY BETWEEN

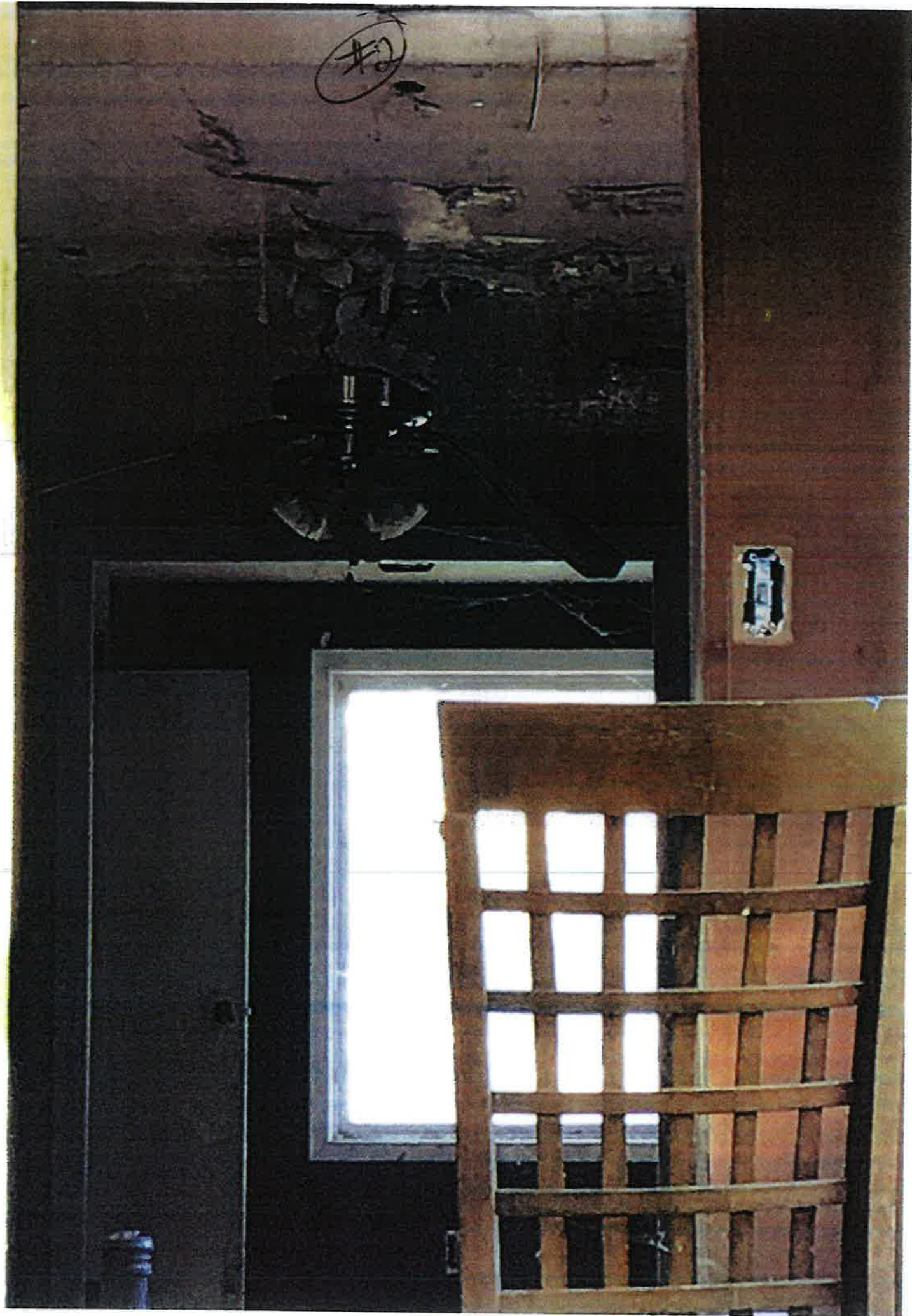
Dear Ms. Kluthe:

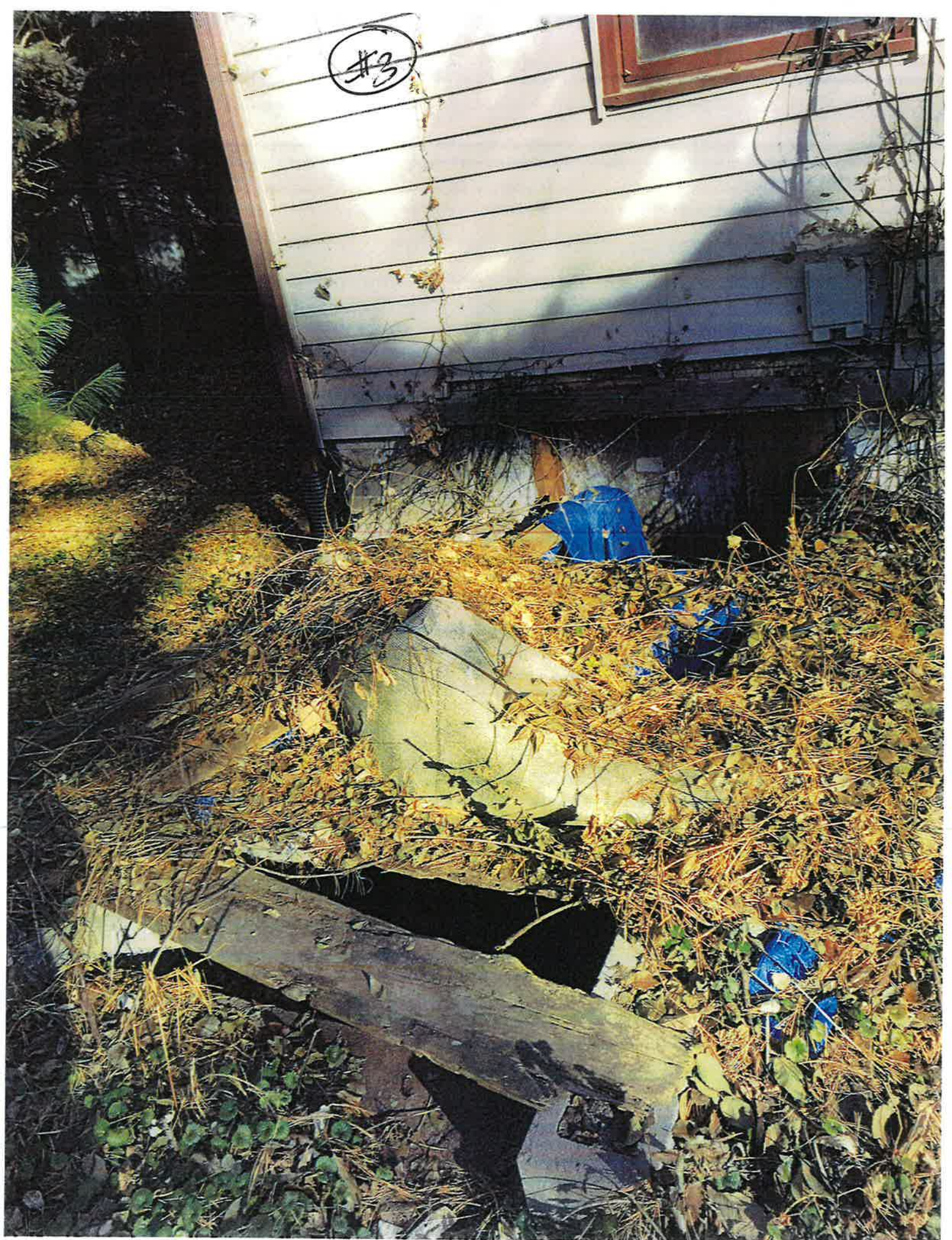
In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the dwelling structure located at 7312 S. 25th St. Bellevue, NE 68147, has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Stanley Plebanek. In April of 2016 a certified letter was sent and not excepted, the letter was than attached to the front door. The letter stated the known deficiencies and gave a timeframe to contact the Permits Department and obtain permits to bring the dwelling back into code compliance, but there was no attempt to comply with the order.

A second certified letter was sent on November 25, 2019, and not excepted. The letter was also attached to the front door of the dwelling. The letter stated that the structure was unfit for human occupancy and had been placarded as such. An extensive list of code deficiencies was included in the letter and a time frame laid out to submit plans and obtain permits to bring the dwelling back into code compliance

Since that time there has been no attempt to comply with the order and no contact with the owner has occurred. Therefore; I am sending you this report to you with my opinion that the dwelling structure as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.







CERTIFICATE # :13427	
Parcel ID # : 010543961	Owner : See Statement
Cert Type : PUBLIC	Purchaser ID : 2493 KOLBE LAND HOLDINGS 12 LLC 13575 LYNAM DRIVE OMAHA, NE 68138
Maturity Date : 3/9/2019	Date Purchased : 3/9/2016
Filing Fees : \$0	Redemption # : 99913427 - 7/31/2019
Total Tax & Int : \$11,236	Redemption Charge : \$2.00
Map # : 2961-16-0-10193-001-0002	Redemption Total : 11236.35
Situs : 07312 \S 25TH ST	Redeemer : Dismissed CI19-448 07/31/19
Legal : LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN	
CERTIFICATE # :12167	
Parcel ID # : 010543961	Owner : See Statement
Cert Type : PUBLIC	Purchaser ID : 1109 DDD CERTIFICATES P.O. BOX 82668 LINCOLN, NE 68501
Maturity Date : 3/5/2016	Date Purchased : 3/5/2013
Filing Fees : \$10	Redemption # : 99912167 - 4/21/2016
Total Tax & Int : \$8,119	Redemption Charge : \$2.00
Map # : 2961-16-0-10193-001-0002	Redemption Total : 8118.88
Situs : 07312 \S 25TH ST	Redeemer : DISMISSED CI16-435
Legal : LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN	
CERTIFICATE # :9392	
Parcel ID # : 010543961	Owner : See Statement
Cert Type : PUBLIC	Purchaser ID : 759 NE ALLIANCE REALTY CO 5106 CALIFORNIA ST OMAHA, NE 68132-
Maturity Date : 3/4/2012	Date Purchased : 3/4/2009
Filing Fees : \$10	Redemption # : 9999392 - 7/24/2012
Total Tax & Int : \$7,696	Redemption Charge : \$2.00
Map # : 2961-16-0-10193-001-0002	Redemption Total : 7695.88
Situs : 07312 \S 25TH ST	Redeemer : Rdm,J Blumel ltr
Legal : LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN	
CERTIFICATE # :1610	
Parcel ID # : 010543961	Owner : See Statement

Cert Type : PUBLIC	Purchaser ID : 711 PROSPERITY TRUST, CHARLES TRENKLE TRUSTEE P.O. BOX 13124 PALM DESERT CA 92255
Maturity Date : 3/7/2000	Date Puchased : 3/7/1997
Filing Fees : \$0	Redemption # : 2832 - 8/25/2000
Total Tax & Int : \$5,675	Redemption Charge : \$2.00
Map # : 2961-16-0-10193-001-0002	Redemption Total : 7217.09
Situs : 07312 \S 25TH ST	Redeemer : spence escrow company '
Legal : LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN	

Unpaid

Date Created 11/26/2014		Sarpy County Special Assessments				Last Updated 8/27/2019	
Statement # : 2015-010543961						Parcel # : 010543961	
owner : PLEBANEK/STANLEY D							
:							
: 7312 S 25TH ST						Count: 7	
: BELLEVUE NE 68147-							
Sid : 10001407 - BELLEVUE CITY WEED LIEN Type : 77 - CITY WEED or LOT CARE							
Legal: LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN							
situs: 07312 \S 25TH ST							
Amt Levied : 325		No. Payments: 1		Interest Method: 1			
Levy Date : 11/24/2014		Grace Period: 0		Interest : 14.00%			
1st Pay Date: 11/24/2014		Grace Flag : N		Del Interest : 14.00%			
2nd Pay Date: 11/24/2014				Penalty : 0			
Prev Pay Date: 3/9/2016				Principal Due : 0			
Pay Date :				Interest Due : 0			
Interest Date: 6/3/2019				Penalty Due : 0			
Next PayLine :				Advertising Due: 0			
				Total Due : 0			
PMT	Statement #	Date Delq	Principal	Unpaid	Item Itrst	Adv	
1	2015-010543961	11/24/2014	325	0	0	0	
Calculate Interest for Statement Number 2015-010543961							

Receipt_#	Lines Paid	Date Paid	Paid By
9999-90020609	1	3/9/2016	KOLBE LAND TS
Principal	Interest	Advertising	Total Paid
325	58.83	0	383.83

Date Created 2/11/2015		Sarpy County Special Assessments				Last Updated 8/27/2019	
Statement # : 2015-010543961/1						Parcel # : 010543961	
owner : PLEBANEK/STANLEY D							
:							
: 7312 S 25TH ST						Count: 7	
: BELLEVUE NE 68147-							
Sid : 10001501 - BELLEVUE CITY WEED LIEN Type : 77 - CITY WEED or LOT CARE							
Legal: LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN							
situs: 07312 \S 25TH ST							
Amt Levied : 300		No. Payments: 1		Interest Method: 1			
Levy Date : 1/26/2015		Grace Period: 0		Interest : 14.00%			
1st Pay Date: 1/26/2015		Grace Flag : N		Del Interest : 14.00%			
2nd Pay Date: 1/26/2015				Penalty : 0			
Prev Pay Date: 3/9/2016				Principal Due : 0			
Pay Date :				Interest Due : 0			
Interest Date: 6/3/2019				Penalty Due : 0			
Next PayLine :				Advertising Due: 0			
				Total Due : 0			
PMT	Statement #	Date Delq	Principal	Unpaid	Item Itrst	Adv	
1	2015-010543961/1	1/26/2015	300	0	0	0	
Calculate Interest for Statement Number 2015-010543961/1							

Receipt_#	Lines Paid	Date Paid	Paid By

9999-90020610	1	3/9/2016	KOLBE LAND TS
Principal	Interest	Advertising	Total Paid
300	47.07	0	347.07

Date Created 3/8/2016	Sarpy County Special Assessments		Last Updated 8/27/2019			
Statement # : 2015-010543961/2			Parcel # : 010543961			
owner : PLEBANEK/STANLEY D						
:						
: 7312 S 25TH ST			Count: 7			
: BELLEVUE NE 68147-						
Sid : 10001601 - BELLEVUE CITY WEED LIEN Type : 77 - CITY WEED or LOT CARE						
Legal: LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN						
situs: 07312 \S 25TH ST						
Amt Levied : 1350		No. Payments: 1	Interest Method: 1			
Levy Date : 2/22/2016		Grace Period: 0	Interest : 14.00%			
1st Pay Date: 2/22/2016		Grace Flag : N	Del Interest : 14.00%			
2nd Pay Date: 2/22/2016			Penalty : 0			
Prev Pay Date: 3/9/2016		Principal Due : 0				
Pay Date :		Interest Due : 0				
Interest Date: 6/3/2019		Penalty Due : 0				
Next PayLine :		Advertising Due: 0				
		Total Due : 0				
PMT	Statement #	Date Delq	Principal	Unpaid	Item Itrst	Adv
1	2015-010543961/2	2/22/2016	1350	0	0	0
Calculate Interest for Statement Number 2015-010543961/2						

Receipt_#	Lines Paid	Date Paid	Paid By
9999-90020611	1	3/9/2016	KOLBE LAND TS
Principal	Interest	Advertising	Total Paid
1350	8.8	0	1358.8

Date Created 5/23/2018	Sarpy County Special Assessments		Last Updated 8/27/2019			
Statement # : 2017-010543961			Parcel # : 010543961			
owner : PLEBANEK/STANLEY D						
:						
: 7312 S 25TH ST			Count: 7			
: BELLEVUE NE 68147-						
Sid : 10001802 - BELLEVUE CITY WEED LIEN Type : 77 - CITY WEED or LOT CARE						
Legal: LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN						
situs: 07312 \S 25TH ST						
Amt Levied : 1325		No. Payments: 1	Interest Method: 1			
Levy Date : 4/23/2018		Grace Period: 0	Interest : 14.00%			
1st Pay Date: 4/29/2018		Grace Flag : N	Del Interest : 14.00%			
2nd Pay Date: 4/29/2018			Penalty : 0			
Prev Pay Date: 9/4/2018		Principal Due : 0				
Pay Date :		Interest Due : 0				
Interest Date: 6/3/2019		Penalty Due : 0				
Next PayLine :		Advertising Due: 0				
		Total Due : 0				
PMT	Statement #	Date Delq	Principal	Unpaid	Item Itrst	Adv
1	2017-010543961	4/29/2018	1325	0	0	0

Calculate Interest for Statement Number 2017-010543961

Receipt_#	Lines Paid	Date Paid	Paid By
9999-90023648	1	9/4/2018	Kolbe Land 12
Principal	Interest	Advertising	Total Paid
1325	68.61	0	1393.61

Date Created 11/9/2018	Sarpy County Special Assessments				Last Updated 8/27/2019	
Statement # : 2017-010543961/1				Parcel # : 010543961		
owner : PLEBANEK/STANLEY D						
:						
: 7312 S 25TH ST				Count: 7		
: BELLEVUE NE 68147-						
Sid : 100011804 - BELLEVUE CITY WEED LIEN Type : 77 - CITY WEED or LOT CARE						
Legal: LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN						
situs: 07312 \S 25TH ST						
Amt Levied : 150		No. Payments: 1		Interest Method: 1		
Levy Date : 10/22/2018		Grace Period: 0		Interest : 14.00%		
1st Pay Date: 10/22/2018		Grace Flag : N		Del Interest : 14.00%		
2nd Pay Date: 10/22/2018				Penalty : 0		
Prev Pay Date: 5/14/2019				Principal Due : 0		
Pay Date :				Interest Due : 0		
Interest Date: 6/3/2019				Penalty Due : 0		
Next Payline :				Advertising Due: 0		
				Total Due : 0		
PMT	Statement #	Date Delq	Principal	Unpaid	Item Itrst	Adv
1	2017-010543961/1	10/22/2018	150	0	0	0
Calculate Interest for Statement Number 2017-010543961/1						

Receipt_#	Lines Paid	Date Paid	Paid By
9999-90024540	1	5/14/2019	KOLBELAND 12
Principal	Interest	Advertising	Total Paid
150	11.8	0	161.8

Date Created 11/14/2018	Sarpy County Special Assessments		Last Updated 8/27/2019
Statement # : 2017-010543961/2		Parcel # : 010543961	
owner : PLEBANEK/STANLEY D			
:			
: 7312 S 25TH ST		Count: 7	
: BELLEVUE NE 68147-			
Sid : 100011804 - BELLEVUE CITY WEED LIEN Type : 77 - CITY WEED or LOT CARE			
Legal: LOT 3 & N 1/2 LOT 28 BLOCK 1 RANDOLPH PLACE & ALL VAC ALLEY BETWEEN			
situs: 07312 \S 25TH ST			
Amt Levied : 300		No. Payments: 1	Interest Method: 1
Levy Date : 10/22/2018		Grace Period: 0	Interest : 14.00%
1st Pay Date: 10/22/2018		Grace Flag : N	Del Interest : 14.00%
2nd Pay Date: 10/22/2018			Penalty : 0
Prev Pay Date: 5/14/2019		Principal Due : 0	
Pay Date :		Interest Due : 0	
Interest Date: 6/3/2019		Penalty Due : 0	
Next PayLine :		Advertising Due: 0	

RESOLUTION NO. 2020-02

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that upon the facts presented, the structure(s) located on

Lot 3 & N ½ Lot 28, Block 1, Randolph Place & All Vac Alley between, Bellevue, Sarpy County, Nebraska,

and located at 7312 S. 25th Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by February 21, 2020, and if not done by February 21, 2020, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this _____ day of January, 2020.

Mayor

ATTEST:

City Clerk

APPROVED as to Form:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14c. & 14c1.
1/21/2020

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Mike Christensen		Permits & Inspections	
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>		SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>		PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input checked="" type="checkbox"/>		CURRENT BUSINESS <input type="checkbox"/>		OTHER <input type="checkbox"/>	

SUBJECT:

Condemnation of 3614 Josephine St. Bellevue, NE 68147

SYNOPSIS/BACKGROUND:

(Sarpy County Assessors office has the this property listed as an abandon house) In October of 2016 after a complaint was filed with the permits department this property was inspected and found to be in a deteriorated condition and over grown with vegetation. A certified letter was sent to the owners and also posted on the owners front door at 3631 Edna St. Bellevue, NE 68147. The letter stated all of the know defects and gave a time frame to bring the dwelling back into code compliance, but there was no effort to comply. The letter was again attached to the owners front door in April of 2017 and removed a few days latter, but again no effort to comply occurred. A certified letter was sent and a copy attached to the owners front door in November of 2019 stating the defects and that the house had been placarded as unfit for human occupancy. The dwelling continues to deteriorate and there has been no attempt to comply with the order.

FISCAL IMPACT: \$12,000.00 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: YES	
CIP PROJECT NAME:		CIP PROJECT NUMBER:			
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

Representatives for the dwelling structure need to show cause why such dwelling should not be condemned as a nuisance. Otherwise the dwelling should be ordered torn down, the debris removed and the premises place in a safe condition.

ATTACHMENTS:

1. photo	2. photo	3. photo
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]



City of Bellevue

Office of the City Clerk

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

January 2, 2020

Ms. Shirley Armstrong
3631 Edna Street
Bellevue, NE 68147

Re: Structure located at **3614 Josephine Street** Bellevue, Nebraska
LEGAL: Lot 22 Block 8 Good Luck Addition

Ms. Shirley Armstrong:

Enclosed is a Notice of Hearing before the Bellevue City Council to consider the condemnation of the structure on the property located at 3614 Josephine Street in Bellevue, Nebraska. The records in the Sarpy County Register of Deeds and the Sarpy County Treasurer's offices indicate you are the owner of record of this property.

This public hearing will be held on Tuesday, January 21, 2020, at 6:00 p.m. in the City Council Chambers at City Hall, 1500 Wall Street in Bellevue, Nebraska.

If you have any questions concerning this matter, please feel free to contact the Chief Building Official, Mike Christensen, at 402-293-3015, or me at the number listed above.

Yours truly,

Susan Kluthe, CMC/AAE
Bellevue City Clerk

CC: Mike Christensen

**NOTICE OF HEARING
TO
Raccoon LLC
OWNER OF: Lot 1D Pleasant Hill or
Martin's Subdivision
LOCATED AT 7952 S. 25th Street
BELLEVUE, SARPY COUNTY,
NEBRASKA,
AND TO ALL OTHER PERSONS WITH
ANY INTEREST IN THAT PROPERTY**

In accordance with Sections 8-48 and 8-49 of the Code of the City of Bellevue, Nebraska, notice is hereby given that a hearing will be held before the City Council of the City of Bellevue and evidence adduced to determine whether the structure located on the above-described property should be considered a public nuisance in accordance with the provisions of the Code of the City of Bellevue, Nebraska. Interested persons have the right to make objections to such a determination and to present evidence at the hearing. The Bellevue City Council may order the building be torn down and debris removed and the costs of such actions may be specially assessed against the property.

The hearing will be held on Tuesday, January 21, 2020, beginning at 6:00 p.m. in the City Council Chambers at Bellevue City Hall, 1500 Wall Street. If special accommodations are required, please contact the City Clerk at 402-293-3007 at least forty-eight hours prior to the meeting.

**Susan Kluthe,
Bellevue City Clerk**



City of Bellevue
Permits and Inspections
1510 Wall St. ▪ Bellevue, Nebraska 68005 ▪

MEMO

December 10, 2019

From: Michael Christensen, Chief Building Official
Permits and Inspections
City of Bellevue, Nebraska

To: Susan Kluthe
City Clerk

/ Subject: 3614 Josephine St. Bellevue, NE 68147
LEGAL: LOT 22 BLOCK 8 GOOD LUCK ADDITION

Dear Ms. Kluthe:

In accordance with the provisions outlined in the Bellevue City Code; Section 8-47, I am notifying you that the dwelling structure located at 3614 Josephine St. Bellevue, NE 68147, has been deemed a public nuisance in accordance with said section. The property owner, as noted in the Sarpy County Assessors records is listed as Shirley Armstrong. In October of 2016 the Permits Department received a complaint regarding the condition of the dwelling listed above in the subject matter. Upon inspection of the property the dwelling was found to be in a deteriorated condition. A certified letter was sent in October of 2016 to the owner's address of 3631 Edna St. Bellevue, NE 68147, the letter was also attached to the front door of this address. The letter stated the condition of the dwelling and a time frame given to obtain permits and complete the work to correct the code deficiencies, but there was no attempt to comply with the order. On April 17th of 2017 the letter was again attached to the front door and removed by April 20, 2017, but no contact occurred with the permits department.

A second certified letter was sent on November 25, 2019, and attached to the front door of the owner at 3631 Edna St. Bellevue, NE 68147. The letter stated that the dwelling located at 3614 Josephine St. Bellevue, NE 68147, was unfit for human occupancy and had been placarded as such. The known code deficiencies were included in the letter and a time frame laid out to submit plans and obtain permits to bring the dwelling back into code compliance

Since that time there has been no attempt to comply with the order and no contact with the owner has occurred. Therefore; I am sending you this report to you with my opinion that the dwelling structure as described above should be placed on the City Council agenda for condemnation action. If you have any questions, I am available to discuss them at your convenience.

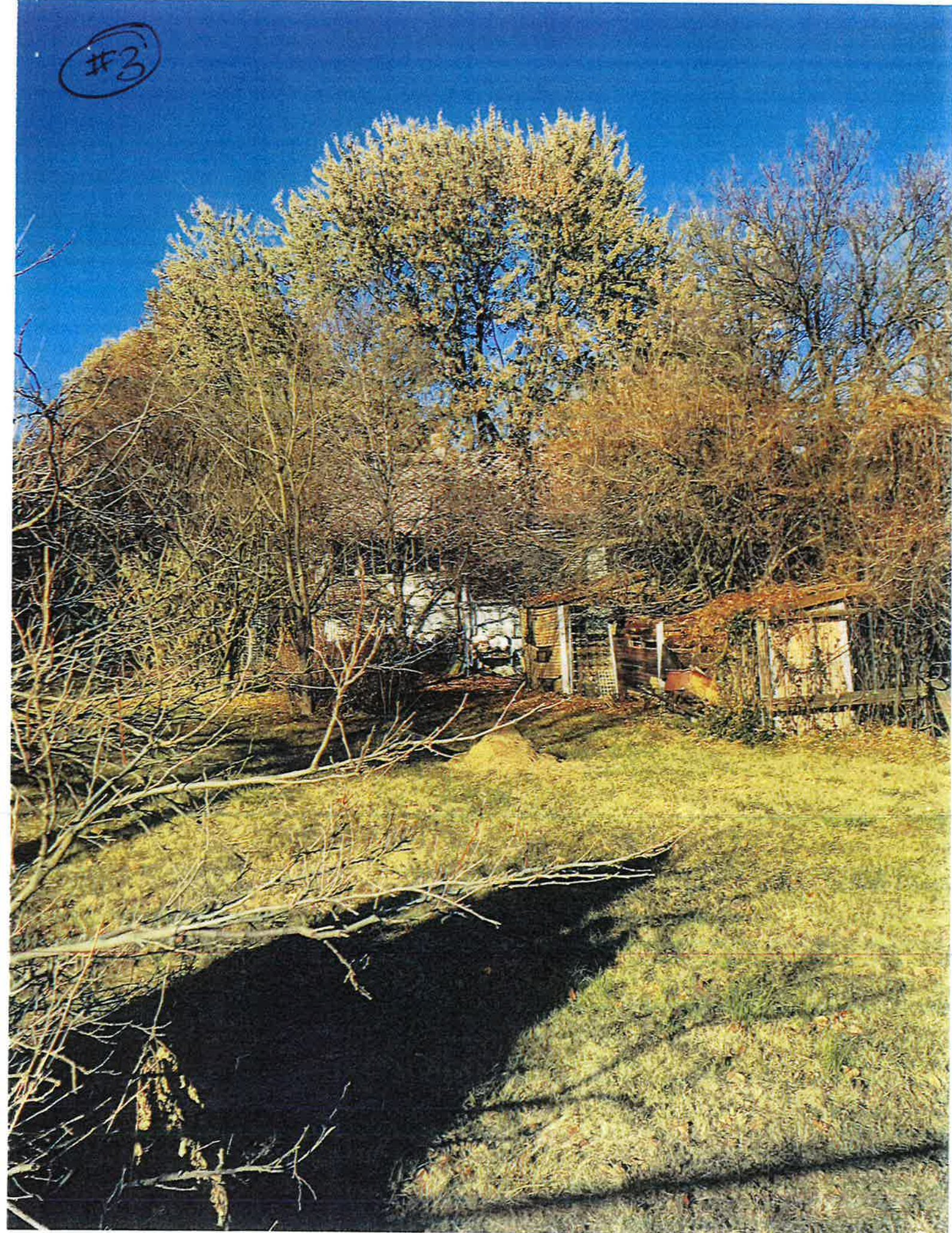


#1





#3



SARPY COUNTY ASSESSOR'S OFFICE

Residential Data Sheet

Date of Print: 1/2/2020

Record: 1 Of 1

Inspected By: AA Inspection Date: 10/10/2018

Roll Year: 2019

Parcel ID #: 010373489

Map #: 2961-17-1-10185-008-0012

ARMSTRONG/SHIRLEY L

Situs : 03614 JOSEPHINE ST

Legal : LOT 22 BLOCK 8 GOOD LUCK ADDITION

3631 EDNA ST

BELLEVUE NE 68147

Lot Information

Neighborhood : BGL GOOD LUCK

Lot Size(Acres) : 0.114

Value Method : LT

Topography : ADJ LOT

Amenities

of Units : 1

Street Access :

DIFFERENTIAL : UNITS :

Unit Value : 7,500.00

Utilities :

VACANT LOT : FACTOR : 5

Adjustments :

Lot Value : 7,500

Physical Information

Type : N/A

Year Built/Age :

Quality : N/A

Effective Age :

Condition : N/A

Remodel Date :

Arch Type :

Remodel Type :

Style :

Exterior Wall :

Floor Area :

Basement Area :

Sub Floor :

Bedrooms :

Baths :

Heat Type :

Roof Type :

Plumbing Fixt :

Valuation Summary

Estimate of Value (USING THE COST APPROACH) \$7,970

Estimate of Value (Using Market Approach)

Estimate of Value (Using Model)

Model # and Description

Calculations 0 x 0

Final Estimate

Improvement Value \$0

Land Value \$7,500

FINAL ESTIMATE OF VALUE \$7,970

Value per Square Foot

Current Total Assessed Value for Parcel # 010373489 \$7,955

SARPY COUNTY ASSESSOR'S OFFICE
Residential Data Sheet - Cost Approach Data

Date of Print: 1/2/2020

Record : 1 Of 1
Roll Year : 2019

Parcel ID #: 010373489

Map #: 2961-17-1-10185-008-0012

ARMSTRONG/SHIRLEY L

Situs : 3614 JOSEPHINE ST

3631 EDNA ST
BELLEVUE NE 68147

Legal : LOT 22 BLOCK 8 GOOD LUCK ADDITION

COST APPROACH - Values by Marshall & Swift

Appraisal Zone : 2019

Manual Date : 06/18

Cost factor : 0.94

Description

BASIC STRUCTURE COST

<u>Square Feet</u>	<u>Base SF Cost</u>	<u>Total Cost</u>
	x 0.00	=

ADJUSTMENTS

<u>Units</u>	<u>Unit Cost</u>	<u>Area Adj</u>	<u>Total Cost</u>
ROOFING			
SUBFLOOR			
HEATING & COOLING			
PLUMBING Base is:			
BASEMENT COST			
PARTITION FINISH			
RECREATIONAL FINISH			
MINIMUM FINISH			

ADJUSTED STRUCTURE COST

	x	=	0
--	---	---	---

IMPROVEMENTS

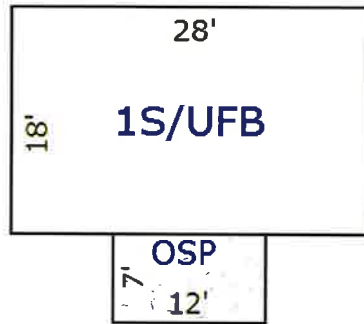
<u>UNITS</u>	<u>UNIT COST</u>	<u>DEPR</u>	<u>TOTAL COST</u>
NO GARAGE			
BLDG, ABANDONED~HOUSE	1	940.00	50% 470 *

TOTAL REPLACEMENT COST NEW

	x	=	0
--	---	---	---

Depreciation :	Total	Physical	Functional	Economic
Less Depreciation/Plus Appreciation :				
Improvement Value				\$0
Land Value				\$7,500
Lump Sums				\$470 *
ESTIMATE OF VALUE (USING THE COST APPROACH)				\$7,970
Value per Square Foot				

DATA USED FOR CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserve all rights herein.



Sketch by Apex Sketch

RESOLUTION NO. 2020-03

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELLEVUE, NEBRASKA, that upon the facts presented, the structure(s) located on

Lot 22, Block 8, Good Luck Addition, Bellevue, Sarpy County, Nebraska,

and located at 3614 Josephine Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by February 21, 2020, and if not done by February 21, 2020, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this _____ day of January, 2020.

Mayor

ATTEST:

City Clerk

APPROVED as to Form:

City Attorney

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

14d.
1/21/2020

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

SUBJECT:

Request to approve the Fiscal Year 2020-2025 Capital Improvement Plan. Applicant: City of Bellevue.

SYNOPSIS/BACKGROUND:

The CIP is being done in conjunction with the amended budget. The city is amending the budget as a result of the annexations which were done in 2019. The first year of the CIP corresponds with the proposed amended budget. For FY 2020, the proposed Capital Projects total \$21,424,355. The total cost of all Capital Projects shown in the CIP is \$102,383,016, with \$81,957,016 being funded by the City and \$26,171,000 coming from outside sources.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Staff is recommending approval of the CIP. Planning Commission recommended approval of the CIP as presented.

ATTACHMENTS:

1. Planning Commission Recommendation Sheet	2. Fiscal Year 2020-2025 Capital Improvement Plan	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: City of Bellevue

Case #: #155

CITY COUNCIL HEARING DATE: January 21, 2020

REQUEST: to recommend APPROVAL of the Fiscal Year 2020-2025 Capital Improvement Plan.
Applicant: City of Bellevue.

On November 21, 2019, the City of Bellevue Planning Commission voted eight yes, zero no, one absent and zero abstained:

APPROVAL of the Fiscal Year 2020-2025 Capital Improvement Plan.

VOTE:

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

Planning Commission Hearing (s) was held on: November 21, 2019

MEMORANDUM

TO: City Council, Mayor Hike, City Administrator Jim Ristow
FROM: Tammi Palm, Planning Manager
DATE: January 13, 2020
SUBJECT: Proposed FY 2020-2025 City of Bellevue Capital Improvement Plan

Attached for your review is the proposed City of Bellevue Capital Improvement Plan for Fiscal Years 2020 through 2025.

This year, the CIP is being done in conjunction with the amended budget. The city is amending the budget as a result of the annexations which were done in 2019. The CIP contains requests which are the result of these annexations, such as additional equipment for the public works department.

As with past CIPs, the document lists projects by department for each of the years of the plan. For each project, the total cost is shown along with any outside funding sources and the amount of the funding. The source of City funding is the General Fund, unless otherwise shown. For projects beyond the upcoming annual budget, the funding sources are shown where they have been identified. The total for each department, as well as the yearly total is also included. Following the list of projects and costs is a list of the projects with a brief description.

The first year of the CIP corresponds with the proposed amended annual budget. For FY 2020, the proposed Capital Projects total \$21,424,355 with \$12,353,855 being funded by the City and \$14,814,500 being funded from outside sources. The total cost of all capital projects shown in the CIP is \$102,384,016 with \$81,957,016 being funded by the City and \$26,171,000 coming from outside sources.

The CIP includes several major projects. Major projects include a library renovation (\$9,000,000), and a new Public Works/Streets facility (\$7,500,000). Significant road improvement projects within the plan include 36th Street from Highway 370 to Platteview Road, 36th Street between Cornhusker Road and Highway 370, and 25th Street between Cornhusker and Gilmore Roads.

Funding for the upcoming fiscal year includes an allocation of \$750,000 for projects within the designated LB 840 area. This amount is carried over into each year of the plan.

FY 2019-20 THROUGH FY 2024-2025

EXPENDITURES BY DEPARTMENT BY YEAR

<u>DEPARTMENT</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>TOTAL</u>
Administrative Services	-	-	70,000	-	-	70,000
Building Maintenance	-	100,000	75,000	-	-	175,000
Cemetery	-	75,000	-	-	-	75,000
Fire	617,970	2,221,000	2,305,000	805,000	1,010,000	6,958,970
Library	-	4,500,000	4,500,000	-	-	9,000,000
Parks	1,294,900	950,000	425,000	-	-	2,669,900
Police	1,181,885	1,227,474	1,198,000	858,713	727,474	5,193,546
Public Works	242,000	200,000	200,000	200,000	200,000	1,042,000
Recreation	470,000	-	-	-	-	470,000
Streets	16,287,600	14,890,000	23,121,000	9,156,000	6,720,000	70,174,600
Wastewater	580,000	1,440,000	455,000	330,000	-	2,805,000
Non-departmental	750,000	750,000	750,000	750,000	750,000	3,750,000
TOTAL	21,424,355	26,353,474	33,099,000	12,099,713	9,407,474	102,384,016
City funding	12,353,855	23,473,474	27,279,000	9,540,713	9,309,974	81,957,016
Funding from others	14,814,500	2,880,000	5,820,000	2,559,000	97,500	26,171,000

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2020

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.				
Building Maintenance				
No capital projects this fiscal year.				
Cemetery				
No capital projects this fiscal year.				
Fire				
FI 20(1) Replace Medic 42	250,000	250,000	-	
FI 20(2) Replace Brush 3	75,000	75,000	-	
FI 20(3) Fire tower upgrade	172,970	172,970		
FI 20(4) Purchase ATV	10,000	10,000		
FI 20(5) Parking lot replacement at Fire Training Center (Section 2)	110,000	110,000		
Total	617,970	617,970	-	
Library				
No capital projects this year			-	
Total	-	-	-	
Parks				
PK 20(1) ADA playground equipment updates	100,000	100,000	-	
PK 20(2) Ballfield updates	75,000	75,000	-	Baldwin
PK20 (3) Splashpad and Restroom (Phase 1)	400,000	400,000		
PK 20 (4) Tennis Court Lights	250,000		250,000	Stonecroft (grant)
PK 20 (5) American Heroes Park Improvements	150,000	150,000		
PK20 (6) Slope Mower	30,000	30,000		
PK20 (7) Amphitheater Design for American Heroes Park	75,000	75,000		
PK20 (8) Washington Park Improvements	214,900		214,900	CDBG

Total	1,294,900	830,000	464,900
Police			
PO 17 (7) Cyber Crimes FREDC software	130,000	130,000	
PO 19 (3) LRMS software (carry-over)	168,885	168,885	
PO 20 (1) New Recording system and dictation eq	350,000	350,000	-
PO 20 (2) Replacement of Totaled Vehicles	33,000	33,000	-
PO 20 (3) Cruiser Replacement	500,000	500,000	-
Total	1,181,885	1,181,885	-
Public Works			
PW 20 (1) SID projects that were ongoing at time of annexations	242,000	242,000	
Total	242,000	242,000	
Recreation			
RE 20 (1) Field Lighting and Building Improvements	470,000		470,000
Total	470,000		470,000
Streets			
ST20 (1) Right-of-way Acquisition 36th Street	244,000	244,000	
ST 20 (2) So 36th St; Hwy 370 to Sheridan Rd - PH 1 CONSTRUCTION, YEAR 1	1,480,000	1,480,000	5,224,000
ST 20 (3) S 36th St; Sheridan to Platteview - YR 1 DESIGN/ENG., ROW			
ST 20 (4) South 25th St bridge (south of Capehart)	130,000	130,000	520,000
ST 20 (5) S. 36th Street North Design	1,500,000	1,500,000	
ST 20(6) City-wide, various locations - concrete rehab	750,000	375,000	375,000
ST 20 (7) Capehart Rd, Kennedy Frwy to Dow St	230,000	230,000	
ST 20(8) Giles Rd, 36th to 42nd St - RESURFACING	155,000	155,000	
ST 20 (9) 25th St, Cornhusker Rd to Gilmore Rd - reconstruction design/engineering	165,000	165,000	
ST 20 (10) 15th Street, Cornhusker to Thurston	375,000	375,000	
ST 20 (11) Betz Road, Martinview to Lloyd	155,000	155,000	
ST 20 (12) 36th St, Landings Dr to Cornhusker Rd resurfacing	375,000	375,000	
ST 20 (13) 25th St, Ponderosa Dr to Hwy 370 resurfacing	280,000	280,000	
ST 20 (14) Avery Road, Galvin to Fort Crook	380,000	380,000	
	185,000	185,000	

City 20% funding (**Total Cost does not include other agency cost of 5,224,000**)

City 20% funding (**Total Cost does not include other agency cost of 520,000**)

ST 20 (15) Vehicles and Equipment	2,123,000	2,123,000	-	
ST 20 (16) Street Dept./PW Facility	7,500,000		7,500,000	FEMA/NEMA/insurance
ST 20 (17) Pavement improvements East of Chandler Hills - 17th Street	260,600		260,600	CDBG funding
Total	16,287,600	8,152,000	13,879,600	
Wastewater				
WW 20(1) CIPP Pipeline Rehabilitation	230,000	230,000	-	Wastewater fund
WW 20(2) Sewer Jet	250,000	250,000	-	Wastewater fund
WW 20(3) SCADA Upgrades, Phase 3-4	100,000	100,000	-	Wastewater fund
Total	580,000	580,000	-	
Non-department				
ND 20(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
CAPITAL TOTAL ALL DEPARTMENTS	21,424,355	12,353,855	14,814,500	

PROJECT DESCRIPTIONS

FI 20(1) Replace Medic 42—A 2002 International.
 FI 20(2) Replace Brush 3—A 1994 Chevy 3500 pick-up with water tank and pump
 FI 20(3) Fire tower upgrade to replace 20 year old system
 FI 20(4) Purchase a new ATV
 FI 20 (5) Parking lot replacement for Section 2 of the Fire Training Center

 PK 20(1) ADA playground equipment updates—Replace aging equipment to meet current ADA standards in Washington Park
 PK 20(2) Ballfield updates—Update various ballfields as necessary
 PK 20(3) New southwest Bellevue splash pad and restroom at Lookingglass Park - Phase 1
 PK 20(4) New tennis court lights at Stonecroft courts
 PK 20 (5) American Heroes Park Improvements
 PK 20 (6) Slope Mower
 PK 20 (7) Amphitheater Design for American Heroes Park
 PK 20 (8) Washington Park Improvements - ADA/ramps/perimeter sidewalks

 PO 17(7) FREDC Cyber Crimes Software
 PO 19(3) LRMS software (carry-over)
 PO 20(1) New recording system and dictation equipment - replacement for Road Patrol; equipment over 10 years old
 PO 20(2) Replacement of Totaled Vehicles
 PO 20(3) Cruiser replacement - 20 vehicles - including cruisers, vehicles for detectives, and Code Enforcement vehicles

 PW 20(1) Approved SID projects that were ongoing at time of the annexations

RE 20(1) Field Lighting and Building Improvements

- ST 20(1) Right-of-Way acquisition for 36th Street
- ST 20(2) South 36th Street; Hwy 370 to Sheridan Rd - Phase 1 construction, Year 1
- ST 20(3) S 36th St; Sheridan to Platteview - YR 1 DESIGN/ENG., ROW
- ST 20(4) Replacement of S. 25th Street bridge - south of Capehart
- ST 20(5) South 36th Street North Design Hwy 370 to Cornhusker
- ST 20(6) City-wide, various locations - concrete rehab
- ST 20(7) Capehart Rd, Kennedy Frwy to Dow Street resurfacing
- ST 20(8) Giles Road, 36th to 42nd St, resurfacing
- ST 20(9) 25th Street, Cornhusker Rd to Gilmore Rd resurfacing
- ST 20(10) 15th Street, Cornhusker to Thurston resurfacing
- ST 20(11) Betz Road, Martinview to Lloyd resurfacing
- ST 20(12) 36th Street, Landings Drive to Cornhusker Rd resurfacing
- ST 20(13) 25th Street, Ponderosa Drive to Hwy 370 resurfacing
- ST 20(14) Avery Rd, Galvin to Fort Crook culvert replacement
- ST 20(15) Vehicles and Equipment
- ST 20(16) New Street Department/Public Works Facility
- ST 20 (17) Pavement improvements East of Chandler Hills - 17th Street (continuation of previous project)

WW 20(1) Pipeline Rehab, city-wide

WW 20(2) The sewer jet in service is over 20 years old, the other sewer jet's cost of repair exceeds its value

WW 20(3) SCADA Upgrades, Phase 3-4; automated communication system for sanitary lift station networks

ND 20(1) Infrastructure—Funding for LB 840 program, possible projects to be determined

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2021

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.				
Building Maintenance				
BM 21(1) New equipment and vehicles	100,000	100,000	-	
Total	100,000	100,000	-	
Cemetery				
CE 21(1) New equipment and vehicle	75,000	75,000	-	
Total	75,000	75,000	-	
Fire				
FI 21(1) Replace Brush 23	90,000	90,000	-	
FI 21(2) Replace Pumper 15	675,000	675,000	-	
FI 21(3) Replace Fire Car 7	50,000	50,000	-	
FI 21(4) Replace Medic 31	260,000	260,000	-	
FI 21(5) Replace Fire Care 3	50,000	50,000	-	
FI 21 (6) Replace Truck 31	1,000,000	1,000,000	-	
FI 20 (7) Two support vehicles and emergency equipment	96,000	96,000	-	
Total	2,221,000	2,221,000	-	
Library				
LI 21(1) Library renovation project, phase 1	4,500,000	4,500,000		Private funding

Total	4,500,000	4,500,000	-
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Parks

PK 21(1) ADA playground equipment updates	100,000	100,000	-
PK 21(2) Ballfield updates	75,000	75,000	-
PK 21(3) Highway 75 trail	75,000	75,000	-
PK 21 (4) Southwest Bellevue Splashpad and Restroom (Phase 2)	700,000	700,000	-
Total	950,000	950,000	-

Police

PO 21(1) Cruiser purchase	500,000	500,000	-
PO 21(2) Tablets for patrol/investigations	500,000	500,000	-
PO 21 (3) Replace all Radar Units	200,000	200,000	-
PO 21 (4) Pro-Phoenix LRMS maintenance	27,474	27,474	-
Total	1,227,474	1,227,474	-

Public Works

PW 21(1) Citywide sidewalk installation	100,000	100,000	-
PW 21(2) Project Engineering	100,000	100,000	-
Total	200,000	200,000	-

Recreation

No capital projects this fiscal year.

Streets

ST 21(1) So 36th St; Hwy 370 to Sheridan Rd - PH 1 CONSTRUCTION, YEAR 2	3,270,000	654,000	2,616,000	NDOT 80% cost share
ST 21(2) Betz Ditch, south of Lloyd St - DRAINAGE IMPROVEMENTS PHASE 1	1,150,000	1,150,000	-	
ST 21(3) Jewell Rd; Harvell Dr to Bellevue Blvd S	85,000	85,000	-	
ST 21(4) Childs Rd E; Camp Gifford to Bellevue Blvd N	320,000	320,000	-	
ST 21(5) Golden Hills Addition; Golden Blvd, Blaine Ave	280,000	280,000	-	
ST 21(6) 43rd St; Harrison to Margo St	150,000	150,000	-	
ST 21(7) Kasper St; City limits to Ft Crook Frontage Rd	155,000	155,000	-	
ST 21(8) Twin Ridge II Addition; Bryan and Victoria	635,000	635,000	-	

ST 21(9) 25th & Chandler Rd	286,000	286,000	-	
ST 21(10) 25th Street, Harrison to Mose Ave	80,000	80,000	-	
ST 21(11) 42nd St; Harrison St to Giles Rd	270,000	270,000	-	
ST 21(12) Kayleen Dr; Gregg Rd E to Harvell Dr	355,000	355,000	-	
ST 21(13) Marian Ave; Bellevue Blvd S to Lincoln Rd	315,000	315,000	-	
ST 21(14) Chandler Rd W; 39th St, High Meadows Lane	310,000	310,000	-	
ST 21(15) E 35th Ave, E 34th Ave, Hancock St (west of Harlan Lewis Rd)	140,000	140,000	-	
ST 21(16) Avery Rd.; Bellevue Blvd N to Ft Crook Rd	110,000	110,000	-	
ST 21(17) Area Sarpy Ave to 30th St, Harrison St to Chandler Rd	530,000	530,000	-	
ST 21(18) Area 19th to 18th, north of Chandler Rd	314,000	314,000	-	
ST 21(19) Fontenelle Hills, near 502 Edgewood Ct	50,000	50,000	-	
ST 21(20) S 36th St; Sheridan to Platteview - YR 2 DESIGN/ENG., ROW	330,000	66,000	264,000	NDOT 80% cost share
ST 21(21) Area s/ W 29th Ave to W 33rd Ave, Calhoun St to Wallace Ave	335,000	335,000	-	
ST 21(22) Haworth Park; Payne Dr, River Dr	175,000	175,000	-	
ST 21(23) 25th St, Cornhusker Rd to Gilmore Rd	3,250,000	3,250,000	-	
ST 21(24) City-wide, various locations - CONCRETE PAVEMENT REHAB	460,000	460,000	-	
ST 21(25) Lincoln Rd., Ludwig Dr to Mission Ave	540,000	540,000	-	
ST 21(26) Lincoln Rd., Lorraine Ave to Lorraine Dr	575,000	575,000	-	
ST 21(27) S 25th St; Hwy 370 to Ponderosa Dr	420,000	420,000	-	
ST 21(28) Vehicles and Equipment	-	-	-	Amount to be determined
Total	14,890,000	12,010,000	2,880,000	

Wastewater

WW 21(1) CIPP Pipeline Rehabilitation	130,000	130,000	-	Wastewater fund
WW 21(2) Sewer System Modeling	50,000	50,000	-	Wastewater fund
WW 21(3) Sewer Master Plan	60,000	60,000	-	Wastewater fund
WW 21(4) Quail Creek	1,200,000	1,200,000	-	Wastewater fund
Total	1,440,000	1,440,000	-	

Non-department

ND 21(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	

CAPITAL TOTAL ALL DEPARTMENTS	26,353,474	23,473,474	2,880,000	
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PROJECT DESCRIPTIONS

BM 21(1) New equipment and vehicles--Replace various department vehicles and equipment

CE 21(1) New equipment and vehicle--Replace various department vehicles and equipment

FI 21(1) Replace Brush 23--A 1998 Chevy 3500 pick-up with water tank and pump

FI 21(2) Replace Pumper 15--1994 Seagrave

FI 21(3) Replace Fire Car 7--2008 Ford Expedition

FI 21(4) Replace Medic 31--2006 International

FI 21(5) Replace Fire Car 3--1999 Chevy 2500

FI 21(6) Replace Truck 31 which was taken out of service 3 years ago

FI 20 (7) Two Expeditions with emergency equipment to add vehicles for additional staff needs

LI 21(1) Library renovation project, phase 1

PK 21(1) ADA playground equipment updates--Replace aging equipment to meet current ADA standards

PK 21(2) Ballfield updates--Update city ballfields as needed, locations to be determined

PK 21(3) City participation in Highway 75 trail system over Platte River

PK 21(4) Southwest Bellevue splashpad and restroom in Lookingglass Park - Phase 2

PO 21(1) Cruiser purchase--On-going program to replace cruisers - 15 cruisers to be replaced

PO 21(2) Tablets for patrol/investigations--Tablets to replace outdated computers

PO 21(3) Replace all radar units

PO 21(4) Pro-Phoenix LRMS software maintenance

PW 21(1) Citywide sidewalk installation--Continuation of city-wide program

PW 21(2) Project Engineering--Outsourced engineering for various projects

ST 21(1) So 36th St; Hwy 370 to Sheridan Rd - PH 1 CONSTRUCTION, YEAR 2

ST 21(2) Betz Ditch, south of Lloyd St - DRAINAGE IMPROVEMENTS PHASE 1

ST 21(3) Jewell Rd; Harvell Dr to Bellevue Blvd S - REHAB ADVANCE CONCRETE REPAIRS

ST 21(4) Childs Rd E; Camp Gifford Rd to Bellevue Blvd N - RESURFACING

ST 21(5) Golden Hills Addition; Golden Blvd, Bline Ave - REHAB ADVANCE CONCRETE REPAIRS

ST 21(6) 43rd St; Harrison to Margo St - RESURFACING

ST 21(7) Kasper St; City limits to Ft Crook Frontage Rd - RESURFACING

ST 21(8) Twin Ridge II Addition; Bryan Ave, Victoria Ave - RESURFACING

ST 21(9) 25th & Chandler Rd - SIGNAL REPLACEMENT

ST 21(10) 25th Street, Harrison to Mose Ave REHAB ADVANCE CONCRETE REPAIRS

ST 21(11) 42nd St; Harrison St to Giles Rd - REHAB ADVANCE CONCRETE REPAIRS

ST 21(12) Kayleen Dr; Gregg Rd E to Harvell Dr - RESURFACING

ST 21(13) Marian Ave.; Bellevue Blvd S to Lincoln Rd - RESURFACING

ST 21(14) Chandler Rd W; 39th St, High Meadows Lane - RESURFACING

ST 21(15) E 35th Ave, E 34th Ave, Hancock St (west of Harlan Lewis Rd) - RESURFACING

ST 21(16) Avery Rd.; Bellevue Blvd N to Ft Crook Rd - REHAB ADVANCE CONCRETE REPAIRS
 ST 21(17) Area Sarpy Ave to 30th St, Harrison St to Chandler Rd - RESURFACING
 ST 21(18) Area 19th to 18th, north of Chandler Rd - DRAINAGE STRUCTURES
 ST 21(19) Fontenelle Hills Addition near 502 Edgewood Ct - STORM SEWER REPAIRS AND DRAINAGE IMPROVEMENT
 ST 21(20) S 36th St; Sheridan to Platteview - YR 2 DESIGN/ENG., ROW
 ST 21(21) Area s/ W 29th Ave to W 33rd Ave, Calhoun St to Wallace Ave -RESURFACING
 ST 21(22) Haworth Park; Payne Dr, River Dr - RESURFACING
 ST 21(23) 25th St, Cornhusker Rd to Gilmore Rd reconstruction
 ST 21(24) City-wide, various locations - CONCRETE PAVEMENT REHAB
 ST 21(25) Lincoln Rd., Ludwig Dr to Mission Ave - DESIGN.ENG., WALL, SIDEWALK INSTALLATION, DRAINAGE STRUCTURES
 ST 21(26) Lincoln Rd., Lorraine Ave to Lorraine Dr - DESIGN.ENG., WALL, SIDEWALK INSTALLATION
 ST 21(27) S 25th St; Hwy 370 to Ponderosa Dr - RESURFACING
 ST 21(28) Vehicles and Equipment to be determined

WW 21(1) Continued rehab of pipeline beyond it's useful life - city-wide
 WW 21(2) Capture remaining basins and develop capacity model
 WW 21(3) Updated plan
 WW 21(4) Continue installation of sanitary for new development in basin

ND 21(1) Infrastructure—Funding for LB 840 program, possible projects to be determined

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2022

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
AS 22(1) Mini-bus replacement	70,000	18,000	52,000	Grant awarded by MAPA
Total	70,000	18,000	52,000	
Building Maintenance				
BM 22(1) New equipment and vehicles	75,000	75,000	-	
Total	75,000	75,000	-	
Cemetery				
No capital projects this fiscal year.				
Fire				
FI 22(1) Replace Brush 43	90,000	90,000	-	
FI 22(2) Replace Engine/Tanker 44	775,000	775,000	-	
FI 22(3) Replace Fire Car 1	65,000	65,000	-	
FI 22(4) Hazmat/Utility replacement	700,000	700,000	-	
FI 22(5) Replace Engine 21	675,000	675,000	-	
Total	2,305,000	2,305,000	-	

Library

LI 22(1) Library renovation project, phase 2	4,500,000	4,500,000		Private funding
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Total	<u>4,500,000</u>	<u>4,500,000</u>	<u>-</u>	
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Parks

PK 22(1) Ballfield lights	250,000	250,000	-	
PK 22(2) ADA playground updates	75,000	75,000	-	
PK 22(3) Vehicle and equipment replacement	100,000	100,000	-	

Total	<u>425,000</u>	<u>425,000</u>	<u>-</u>	
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Police

PO 22(1) Tasers and cartridges	300,000	300,000	-	
PO 22(2) Cruiser purchase	198,000	198,000	-	
PO 22(3) Body Cameras/Cruiser Cameras	700,000	700,000	-	

Total	<u>1,198,000</u>	<u>1,198,000</u>	<u>-</u>	
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Public Works

PW 22(1) Citywide sidewalk installation	100,000	100,000	-	
PW 22(2) Project Engineering	100,000	100,000	-	

Total	<u>200,000</u>	<u>200,000</u>	<u>-</u>	
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Recreation

No capital projects this year.

Streets

ST 22(1) Jewell Rd; Harvell Dr to Bellevue Blvd S	125,000	125,000	-	
ST 22(2) Golden Hills Addition; Golden Blvd, Blaine Ave	525,000	525,000	-	
ST 22(3) 25th St; Harrison St to Mose Ave	280,000	280,000	-	
ST 22(4) 42nd St; Harrison St to Giles Rd	300,000	300,000	-	
ST 22(5) Avery Rd.; Bellevue Blvd N to Ft Crook Rd	225,000	225,000	-	
ST 22(6) Southern Valley Addition; 45th-48th St, Suburban Dr to Greene Ave	217,000	217,000	-	
ST 22(7) Southern Park Addition; Robin Dr, Giles Rd, 48th Ave, Virginia St	430,000	430,000	-	
ST 22(8) Bellaire Heights Addition; Crestridge Dr, Hillside Dr, Valleyview Dr	280,000	280,000	-	
ST 22(9) Quail Creek; Outlot 2 Twin Creek Plaza	1,250,000	250,000	1,000,000	
ST 22(10) Department Vehicles and Equipment	-	-	-	Amount to be determined
ST 22(11) Willow Springs	95,000	95,000	-	
ST 22(12) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir	2,385,000	2,385,000	-	
ST 22(13) Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir	510,000	510,000	-	
ST 22(14) 36th St, Cornhusker Rd to Highway 370	10,000,000	10,000,000	-	
ST 22(15) So 36th St - Sheridan Rd to Platteview Rd - PH 2 CONSTRUCTION, YR 1	5,960,000	1,192,000	4,768,000	NDOT 80% cost share
ST 22(16) College Heights; Lot 177B	200,000	200,000	-	
ST 22(17) S 28th Ave; Capehart Rd to Leawood Dr	114,000	114,000	-	
ST 22(18) S 29th Ave; Capehart Rd to Southdale Plaza	58,000	58,000	-	
ST 22(19) Bernadette Ave, Margo St; 42nd to 48th	167,000	167,000	-	
Total	<u>23,121,000</u>	<u>17,353,000</u>	<u>5,768,000</u>	

Wastewater

WW 22(1) CIPP Pipeline Rehabilitation	130,000	130,000	-	Wastewater fund
WW 22(2) Utility Vehicle	75,000	75,000	-	Wastewater fund
WW 22(3) CCTV Unit	250,000	250,000	-	Wastewater fund
Total	<u>455,000</u>	<u>455,000</u>	<u>-</u>	

Non-department

ND 22(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	750,000	750,000	-	
CAPITAL TOTAL ALL DEPARTMENTS	33,099,000	27,279,000	5,820,000	

PROJECT DESCRIPTIONS

AS 22(1) Mini-bus replacement--Replacement bus for Specialized Transportation Service

BM 22(1) New equipment and vehicles-Replacement of various department vehicles and equipment

FI 22(1) Replace Brush 43--A 2000 Chevy 3500 pick-up with water tank and pump

FI 22(2) Replace Engine/Tanker 44--A 2000 Seagrave

FI 22(3) Replace Fire Car 1 2011 Tahoe

FI 22(4) Hazmat/Utility replacement--1991 Penfab hazmat and a 1997 Pierce utility/air truck. We will combine them into one unit.

FI 22(5) Replace Engine 21--1994 Seagrave

LI 22(1) Library renovation, phase 2

PK 22(1) Ballfield lights--Replace current lights and light poles at city ballfields

PK 22(2) ADA playground updates--Replace aging equipment to meet current ADA standards

PK 22(3) Vehicle and equipment replacement--Replace various department vehicles and equipment

PO 22(1) Tasers and cartridges--Replace all outdated tasers and cartridges

PO 22(2) Cruiser purchase--On-going program to replace 15 cruisers

PO 22(3) Body cameras/Criuser Cameras

PW 22(1) Citywide sidewalk installation--Continuation of city-wide program

PW 22(2) Project Engineering--Outsourced engineering for various projects

ST 22(1) Jewell Rd; Harvell Dr to Bellevue Blvd S - RESURFACING

ST 22(2) Golden Hills Addition; Golden Blvd, Bline Ave - RESURFACING

ST 22(3) 25th St; Harrison St to Mose Ave - RESURFACING

ST 22(4) 42nd St; Harrison St to Giles Rd - RESURFACING
 ST 22(5) Avery Rd.; Bellevue Blvd N to Ft Crook Rd - RESURFACING
 ST 22(6) Southern Valley Addition; 45th-48th St, Suburban Dr to Greene Ave - RESURFACING
 ST 22(7) Southern Park Addition; Robin Dr, Giles Rd, 48th Ave, Virginia St - RESURFACING
 ST 22(8) Bellaire Heights Addition; Crestridge Dr, Hillside Dr, Valleyview Dr - RESURFACING
 ST 22(9) Quail Creek; Outlot 2 Twin Creek Plaza, Parcel ID #011317434 - DRAINAGE IMPROVEMENTS
 ST 22(10) Department Vehicles and Equipment--Replacement of various department vehicles and equipment, to be determined
 ST 22(11) Willow Springs - drainage improvements
 ST 22(12) Fontenelle Hills Addition; Ridgewood Ct, Bayberry Dr, Laurel Dr, Laurel Cir - RECONSTRUCTION
 ST 22(13) Forest Hills Addition; Shagbark Ct, Redbud Ln, Forestview Cir , - RECONSTRUCT ASPHALT STREETS
 ST 22(14) 36th St, Cornhusker Rd to Highway 370 - RECONSTRUCTION
 ST 22(15) So 36th St - Sheridan Rd to Platteview Rd - PH 2 CONSTRUCTION, YR 1
 ST 22(16) College Heights; Lot 177B - DRAINAGE AREA IMPROVEMENT
 ST 22(17) S 28th Ave; Capehart Rd to Leawood Dr - REHAB ADVANCE CONCRETE REPAIRS
 ST 22(18) S 29th Ave; Capehart Rd to Southdale Plaza - REHAB ADVANCE CONCRETE REPAIRS
 ST 22(19) Bernadette Ave, Margo St; 42nd to 48th - REHAB ADVANCE CONCRETE REPAIRS

WW 22(1) Continue rehab, city-wide

WW 22(2) Our utility vehicle is used in our emergency response to events, it is 30 years old and needs to be replaced

WW 22(3) Our CCTV Unit is over 15 years old and should be scheduled for replacement

ND 22(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

**CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN
FY 2020 THROUGH FY 2025
PROJECTS BY YEAR**

FISCAL YEAR 2023

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
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Administrative Services

No capital projects this fiscal year.

Building Maintenance

No capital projects this fiscal year.

Cemetery

No capital projects this fiscal year.

Fire

FI 23(1) Replace Engine 41	675,000	675,000	-
FI 23(2) Replace Fire Car 2	65,000	65,000	-
FI 23(3) Replace Fire Car 9	65,000	65,000	-
Total	805,000	805,000	-

Library

No capital projects this fiscal year.

Parks

No capital projects this fiscal year.

Police

PO 23(1) Cruiser purchase	500,000	500,000	-
PO 23(2) Tablets for Vehicles with wifi	331,239	331,239	-
PO 23(3) Pro-Phoenix LRMS	27,474	27,474	-
Total	<u>858,713</u>	<u>858,713</u>	<u>-</u>

Public Works

PW 23(1) Citywide sidewalk installation	100,000	100,000	-
PW 23(2) Project Engineering	100,000	100,000	-
Total	<u>200,000</u>	<u>200,000</u>	<u>-</u>

Recreation

No capital projects this fiscal year.

Streets

ST 23(1) Hancock St.; E Mission Ave to E 29th Ave	600,000	600,000	-	
ST 23(2) Giles Rd; 42nd to 48th St	120,000	120,000	-	
ST 23(3) E/25th St, Lynnwood Dr to Blackhawk Dr	400,000	400,000	-	
ST 23(4) S 21st St s/Cornhusker Rd; Pratt Ave, 21st to 23rd St reet	255,000	255,000	-	
ST 23(5) Capehart Rd; Kennedy Freeway to Dow St	135,000	135,000	-	
ST 23(6) NE Corner of Harvell Dr & Lincoln, NE for 0.16 Mi toward Lila Ave	160,000	160,000	-	
ST 23(7) Department Vehicles and Equipment	-	-	-	Amount to be determined

ST 23(8) So 36th St - Sheridan Rd to Platteview Rd - PH 2 CONSTRUCTION, YR 2	2,980,000	596,000	2,384,000	NDOT 80% cost sharing
ST 23(9) Gilmore Lake Rd e/25th St	350,000	175,000	175,000	
ST 23(10) Area w/ Harlan Lewis Rd, Industrial Dr to Paradise Park	496,000	496,000	-	
ST 23(11) 36th & Chandler intersection	880,000	880,000	-	
ST 23(12) College Heights; Lot 177B	110,000	110,000	-	
ST 23(13) S 28th Ave; Capehart Rd to Leawood Dr	100,000	100,000	-	
ST 23(14) S 29th Ave; Capehart Rd to Southdale Plaza	60,000	60,000	-	
ST 23(15) Bernadette Ave, Margo St; 42nd to 48th	220,000	220,000	-	
ST 23(16) Fontenelle Hills Addition; Martin Dr, Ridgewood Ct	380,000	380,000	-	
ST 23(17) Freeman Dr/Jackson St; Harvell Dr to Mission Ave	190,000	190,000	-	
ST 23(18) Cascio Addition; Kings Dr, Cascio Dr	210,000	210,000	-	
ST 23(19) Chandler Rd; Bellevue Blvd N to 25th St	1,020,000	1,020,000	-	
ST 23(20) Mission Ave; Main St to Lincoln Rd	345,000	345,000	-	
ST 23(21) High Meadows Ln, 39th St, Valleyview	145,000	145,000	-	
Total	<u>9,156,000</u>	<u>6,597,000</u>	<u>2,559,000</u>	
Wastewater				
WW 23(1) CIPP Pipeline Rehabilitation	130,000	130,000	-	Wastewater fund
WW 23(2) Bluff St Force Main replacement	200,000	200,000	-	Wastewater fund
Total	<u>330,000</u>	<u>330,000</u>	<u>-</u>	
Non-department				
ND 23(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	<u>750,000</u>	<u>750,000</u>	<u>-</u>	
CAPITAL TOTAL ALL DEPARTMENTS	12,099,713	9,540,713	2,559,000	

PROJECT DESCRIPTIONS

FI 23(1) Replace Pumper 41--1997 Seagrave
FI 23(2) Replace Fire Car 2--Replace 2011 Tahoe
FI 23(3) Replace Fire Car 9--Replace 2010 Tahoe

PO 23(1) Cruiser purchase (on-going)
PO 23(2) Tablet for vehicles with wifi
PO 23(3) Pro-Phoenix LRMS software

PW 23(1) Citywide sidewalk installation--Continuation of city-wide program
PW 23(2) Project Engineering--Outsourced engineering for various projects

ST 23(1) Hancock St.; E Mission Ave to E 29th Ave - REHAB ADVANCE CONCRETE REPAIRS
ST 23(2) Giles Rd; 42nd to 48th St - REHAB ADVANCE CONCRETE REPAIRS
ST 23(3) E/25th St, Lynnwood Dr to Blackhawk Dr - DITCH REHAB; TREE CLEARING, BANK STABILIZATION, EROSION MITIGATION - YR 1
ST 23(4) S 21st St s/Cornhusker Rd; Pratt Ave, 21st to 23rd St - RESURFACING
ST 23(5) Capehart Rd; Kennedy Freeway to Dow St - REHAB ADVANCE CONCRETE REPAIRS
ST 23(6) NE Corner of Harvell Dr & Lincoln, NE for 0.16 Mi toward Lila Ave - GROUT, SLIP-LINE CONCRETE DRAINAGE PIPE
ST 23(7) Department Vehicles and Equipment--Replace various department vehicles and equipment
ST 23(8) So 36th St - Sheridan Rd to Platteview Rd - PH 2 CONSTRUCTION, YR 2
ST 23(9) Gilmore Lake Rd e/25th St - DRAINAGE, RECONSTRUCTION
ST 23(10) Area w/ Harlan Lewis Rd, Industrial Dr to Paradise Park - DRAINAGE IMPROVEMENTS
ST 23(11) 36th & Chandler intersection - DRAINAGE STRUCTURES, SIDEWALKS, PAVING
ST 23(12) College Heights; Lot 177B - DRAINAGE AREA IMPROVEMENT
ST 23(13) S 28th Ave; Capehart Rd to Leawood Dr - RESURFACING
ST 23(14) S 29th Ave; Capehart Rd to Southdale Plaza - RESURFACING
ST 23(15) Bernadette Ave, Margo St; 42nd to 48th - RESURFACING
ST 23(16) Fontenelle Hills Addition; Martin Dr, Ridgewood Ct - REHAB ADVANCE CONCRETE REPAIRS
ST 23(17) Freeman Dr/Jackson St; Harvell Dr to Mission Ave - REHAB ADVANCE CONCRETE REPAIRS
ST 23(18) Cascio Addition; Kings Dr, Cascio Dr - REHAB ADVANCE CONCRETE REPAIRS
ST 23(19) Chandler Rd; Bellevue Blvd N to 25th St - REHAB ADVANCE CONCRETE REPAIRS, MEDIAN
ST 23(20) Mission Ave; Main St to Lincoln Rd - REHAB ADVANCE CONCRETE REPAIRS
ST 23(21) High Meadows Ln, 39th St, Valleyview - REHAB ADVANCE CONCRETE REPAIRS

WW 23(1) CIPP Pipeline Rehabilitation
WW 23(2) Bluff St Force Main replacement

ND 23(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

CITY OF BELLEVUE CAPITAL IMPROVEMENT PLAN

FY 2020 THROUGH FY 2025

PROJECTS BY YEAR

FISCAL YEAR 2024

DEPARTMENT/PROJECT	TOTAL COST	CITY COST	OTHER AGENCY COST	NOTES
Administrative Services				
No capital projects this fiscal year.				
Building Maintenance				
No capital projects this fiscal year.				
Cemetery				
No capital projects this fiscal year.				
Fire				
FI 24(1) Replace Engine/Tanker 4	850,000	850,000	-	
FI 24(2) Replace Utility 1	65,000	65,000	-	
FI 24(3) Replace Brush 33	95,000	95,000	-	
Total	1,010,000	1,010,000	-	
Library				
No capital projects this fiscal year.				

Parks

No capital projects this fiscal year.

Police

PO 24(1) Cruiser purchase	500,000	500,000	-
PO 24(2) Pro Phoenix LRMS	27,474	27,474	-
PO 24(3) Servers	200,000	200,000	-
Total	<u>727,474</u>	<u>727,474</u>	<u>-</u>

Public Works

PW 24(1) Citywide sidewalk installation	100,000	100,000	-
PW 24(2) Project Engineering	100,000	100,000	-
Total	<u>200,000</u>	<u>200,000</u>	<u>-</u>

Recreation

No capital projects this fiscal year.

Streets

ST 24(1) Hancock St.; E Mission Ave to E 29th Ave	250,000	250,000	-
ST 24(2) Giles Rd; 42nd to 48th St	210,000	210,000	-
ST 24(3) E/25th St, Lynnwood Dr to Blackhawk Dr	400,000	400,000	-
ST 24(4) Capehart Rd; Kennedy Freeway to Dow St	480,000	480,000	-
ST 24(5) Fontenelle Hills Addition; Martin Dr, Ridgewood Ct	710,000	710,000	-
ST 24(6) Freeman Dr/Jackson St; Harvell Dr to Misssion Ave	385,000	385,000	-
ST 24(7) Cascio Addition; Kings Dr, Cascio Dr	360,000	360,000	-
ST 24(8) Chandler Rd; Bellevue Blvd N to 25th St	925,000	925,000	-
ST 24(9) Mission Ave; Main St to Lincoln Rd	855,000	855,000	-

ST 24(10) High Meadows Ln, 39th St, Valleyview	275,000	275,000	-	
ST 24(11) Ft Crook Rd; Cornhusker Rd to Capehart Rd	315,000	315,000	-	
ST 24(12) Willow Springs Addition; Lewis and Clark	220,000	220,000	-	
ST 24(13) Harrison St; Sarpy Ave to 48th St (Yr 1 - 36th to 48th)	195,000	97,500	97,500	City of Omaha 50% cost share
ST 24(14) Blue Ridge Add; Oak Ridge Dr to 36th, Sherwood to Cornhusker	315,000	315,000	-	
ST 24(15) Bellevue Blvd N; Prairie Ave to Gregg Rd	340,000	340,000	-	
ST 24(16) Bellevue Blvd S, Lord Blvd; Lincoln Rd to Franklin Street	265,000	265,000	-	
ST 24(17) Area, Harrison to Borman, 45th to 48th St	130,000	130,000	-	
ST 24(18) Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd	90,000	90,000	-	
ST 24(19) Department Vehicles and Equipment	-	-	-	Amount to be determined
Total	<u>6,720,000</u>	<u>6,622,500</u>	<u>97,500</u>	

Wastewater

No capital projects this fiscal year.

Non-department

ND 24(1) LB 840 Infrastructure improvements	750,000	750,000	-	Community Betterment
Total	<u>750,000</u>	<u>750,000</u>	<u>-</u>	

CAPITAL TOTAL ALL DEPARTMENTS	9,407,474	9,309,974	97,500	
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PROJECT DESCRIPTIONS

- FI 24(1) Replace Engine/Tanker 4 --A 2000 Seagrave
- FI 24(2) Replace Utility 1--A 2004 F 250 dual wheel pickup
- FI 24(3) Replace Brush 33--A 2002 Chevy 3500 pick-up with water tank and pump

PO 24 (1) Cruiser purchase ongoing
PO 24 (2) Pro-Phoenix LRMS software
PO 24 (3) Servers

PW 24(1) Citywide sidewalk installation--Continuation of city-wide program
PW 24(2) Project Engineering--Outsourced engineering for various projects

ST 23(1) Hancock St.; E Mission Ave to E 29th Ave - RESURFACING
ST 23(2) Giles Rd; 42nd to 48th St - RESURFACING
ST 23(3) E/25th St, Lynnwood Dr to Blackhawk Dr - DITCH REHAB; TREE CLEARING, BANK STABILIZATION, EROSION MITIGATION - YR 2
ST 24(4) Capehart Rd; Kennedy Freeway to Dow St - RESURFACING
ST 24(5) Fontenelle Hills Addition; Martin Dr, Ridgewood Ct - RESURFACING
ST 24(6) Freeman Dr/Jackson St; Harvell Dr to Mission Ave - RESURFACING
ST 24(7) Cascio Addition; Kings Dr, Cascio Dr - RESURFACING
ST 24(8) Chandler Rd; Bellevue Blvd N to 25th St - RESURFACING
ST 24(9) Mission Ave; Main St to Lincoln Rd - RESURFACING
ST 24(10) High Meadows Ln, 39th St, Valleyview - RESURFACING
ST 24(11) Ft Crook Rd; Cornhusker Rd to Capehart Rd - REHAB ADVANCE CONCRETE REPAIRS
ST 24(12) Willow Springs Addition; Lewis and Clark - REHAB ADVANCE CONCRETE REPAIRS
ST 24(13) Harrison St; Sarpy Ave to 48th St (Yr 1 - 36th to 48th) - REHAB ADVANCE CONCRETE REPAIRS
ST 24(14) Blue Ridge Add; Oak Ridge Dr to 36th, Sherwood to Cornhusker- REHAB ADVANCE CONCRETE
ST 24(15) Bellevue Blvd N; Prairie Ave to Gregg Rd - REHAB ADVANCE CONCRETE REPAIRS
ST 24(16) Bellevue Blvd S, Lord Blvd; Lincoln Rd to Franklin St - REHAB ADVANCE CONCRETE REPAIRS
ST 24(17) Area, Harrison to Borman, 45th to 48th St - REHAB ADVANCE CONCRETE REPAIRS
ST 24(18) Birchcrest Rd/Lloyd St; Harvell Dr to Betz Rd - REHAB ADVANCE CONCRETE REPAIRS
ST 24(19) Department Vehicles and Equipment to be determined

ND 24(1) Infrastructure--Funding for LB 840 program, possible projects to be determined

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

15a.
1/21/2020

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

SUBJECT:

Condemnation of 2611 Harrison Street Bellevue, Nebraska.

SYNOPSIS/BACKGROUND:

The City of Bellevue, Nebraska, by Resolution No. 2018-09, determined pursuant to Section 8-50 of the Bellevue City Code that the dwelling located at 2611 Harrison Street to be a public nuisance, unsafe for human occupancy because of unsafe, unsanitary and dangerous conditions. The City of Bellevue temporarily suspended the condemnation issued by Resolution 2019-32 to allow the owners to obtain permits pursuant to stipulation. The owners have failed to abide by the terms and conditions and the City of Bellevue requested the Court dissolve the temporary injunction placed on property. Said was request was granted and the property may now be demolished.

FISCAL IMPACT: 0.00 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 DISTRUBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Dissolve Resolution 2019-32 and said structures on the subject property may be torn down, the debris removed and the premises place in safe condition pursuant to the order of condemnation entered and approved on the 9th day of April, 2018 (Resolution 2018-09) that stands.

ATTACHMENTS:

1. Resolution 2020- 06	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Bruce Robbins
[Signature]

RESOLUTION NO. 2020-06

WHEREAS, the City of Bellevue, Nebraska, by Resolution No. 2018-09, on the 9th day of April, 2018, determined pursuant to Section 8-50 of the Bellevue City Code that the dwelling located at 2611 Harrison Street in Bellevue, Nebraska to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous conditions. (See attached Exhibit “A”). The owners of the dwelling were ordered and directed to cause the dwelling to be torn down by a date certain and the premises placed in a safe condition or in alternative the City of Bellevue, Nebraska was permitted to place the premises in a safe condition. Subsequent to Resolution 2018-09 being passed, a request for a temporary injunction in the District Court of Sarpy County, Nebraska was filed and a temporary injunction was granted on or about June 19, 2018 and reaffirmed September 4, 2018 which temporarily enjoined the City from demolishing said property.

WHEREAS, the City of Bellevue, Nebraska, by Resolution No. 2019-32, on the 3rd day of September 2019, temporarily suspended the condemnation issued by Resolution No. 2018-09 in order to allow for the owners to obtain permits pursuant to a stipulation and agreement entered in the pending court matter. (See attached Exhibit “B”). Said agreement was entered into after a meeting with legal counsel and the interested parties herein.

WHEREAS, the owners of 2611 Harrison Street failed to abide by the terms and conditions of the stipulation and agreement and the City of Bellevue subsequently requested the Court to dissolve the temporary injunction placed on the property by the District Court. On the 19th day of December, 2019 the District Court entered an Order vacating the Temporary Injunction for the property located at 2611 Harrison Street and the property may now be demolished. (See attached Exhibit “C”).

WHEREAS, Resolution 2019-32 approved on the 3rd day of September 2019 is hereby dissolved and the order of condemnation entered and approved on the 9th day of April, 2018 (Resolution 2018-09) stands.

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

The City of Bellevue is hereby dissolving Resolution 2019-32 and said structures on the subject property may be torn down, the debris removed and the premises placed in a safe condition as ordered in Resolution 2018-09.

ADOPTED AND APPROVED this _____ day of January, 2020.

Mayor

ATTEST:

City Clerk

RESOLUTION No. 2018-09


**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF
BELLEVUE, NEBRASKA,** that upon the facts presented, the structures located on

Lot 8A Armourdale, Bellevue, Sarpy County, Nebraska,

and located at 2611 Harrison Street, Bellevue, Nebraska, be and hereby are determined under Section 8-50 of the Bellevue City Code to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous condition, and the owners of the structures are ordered and directed to cause the structures to be torn down, the debris removed and the premises placed in a safe condition, by May 11, 2018, and if not done by May 11, 2018, the City shall tear down and remove the structures and debris, place the premises in a safe condition and assess the costs thereof against the property.

Passed and approved this 9th day of April, 2018.

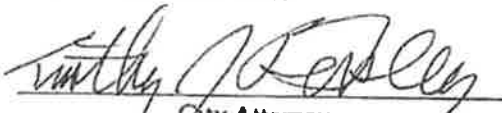



Mayor

ATTEST:


City Clerk

APPROVED as to Form:


City Attorney

COPY



RESOLUTION NO. 2019-32

WHEREAS, the City of Bellevue, Nebraska, by Resolution No. 2018-09, on the 9th day of April, 2018, determined pursuant to Section 8-50 of the Bellevue City Code that the dwelling located at 2611 Harrison Street in Bellevue, Nebraska to be a public nuisance, unsafe for human occupancy because of the unsafe, unsanitary and dangerous conditions.

WHEREAS, the owners of the dwelling were ordered and directed to cause the dwelling to be torn down by a date certain and the premises placed in a safe condition or in alternative the City of Bellevue, Nebraska was permitted to place the premises in a safe condition.

WHEREAS, the owners have provided to the City of Bellevue, Nebraska, a comprehensive plan of improvement for the dwelling in which require permits to be issued by the City of Bellevue Permits & Inspection Office.

WHEREAS, pursuant to Section 8-47 of the Bellevue City Code, the Permits & Inspection Office requires the approval of City Council to authorize the Permits & Inspection Office to issue any permits that have been requested for the dwelling located at 2611 Harrison Street in Bellevue, Nebraska.


WHEREAS, the order of condemnation is hereby suspended.

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

The Permits & Inspection Office is authorized to issue permits for the dwelling located at 2611 Harrison Street in Bellevue, Nebraska and the order of condemnation issued by Resolution No. 2018-09 is hereby suspended.

ADOPTED AND APPROVED this 3rd day of September, 2019.




Mayor

ATTEST:


City Clerk



**ORDER (VACATION OF
TEMPORARY INJUNCTION)**

IN THE DISTRICT COURT OF SARPY COUNTY, NEBRASKA

GUARDIAN TAX PARTN V. CITY OF
BELLEVUE,

Case ID: CI18-1109

THIS MATTER is before the Court for a status hearing and Defendant's Second Motion to Dissolve the Temporary Injunction. The Court, having taken the matter under advisement, grants relief.

IT IS THEREFORE ORDERED that Defendant's Motion is granted. The Temporary Restraining Order issued on June 19, 2018 and reaffirmed September 4, 2018 is vacated.

IT IS FURTHER ORDERED that the parties shall submit a stipulated progression order by January 17, 2020. If the parties are unable to stipulate to a progression order, each shall submit a proposed progression order and the Court will enter an draft a progression order.

Dated: December 19, 2019.

BY THE COURT:



George A Thompson



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

***16a.**
1/21/2020

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

SUBJECT:

Permanent easement with OPPD facilitating utilities relocation 36th Street widening.

SYNOPSIS/BACKGROUND:

Permanent easement with OPPD facilitating utilities relocation 36th Street widening.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

--

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



Return to:
OMAHA PUBLIC POWER DISTRICT
Land Management 6W/EP4
444 South 16th Street Mall
Omaha, Nebraska 68102-2247

OPPD Doc. #: _____
Date: December 20, 2019
OVH

RIGHT-OF-WAY EASEMENT

CITY OF BELLEVUE, NEBRASKA

("Grantor") is the owner(s) of the real estate described as follows (the "Grantor Property"):

Outlot A, Falcon Forest, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska

Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the OMAHA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska, its successors and assigns, hereafter referred to as "District", a permanent right-of-way easement with rights of ingress and egress thereto, to survey, construct, reconstruct, inspect, repair, replace, renew, add to, remove, operate, and maintain its overhead electric facilities and equipment upon, over, along, under, in and across the following described real estate (the "Easement Area") and as shown in EXHIBIT "A":

AN RIGHT-OF-WAY EASEMENT LOCATED IN OUTLOT A, FALCON FOREST, A PLATTED AND RECORDED SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

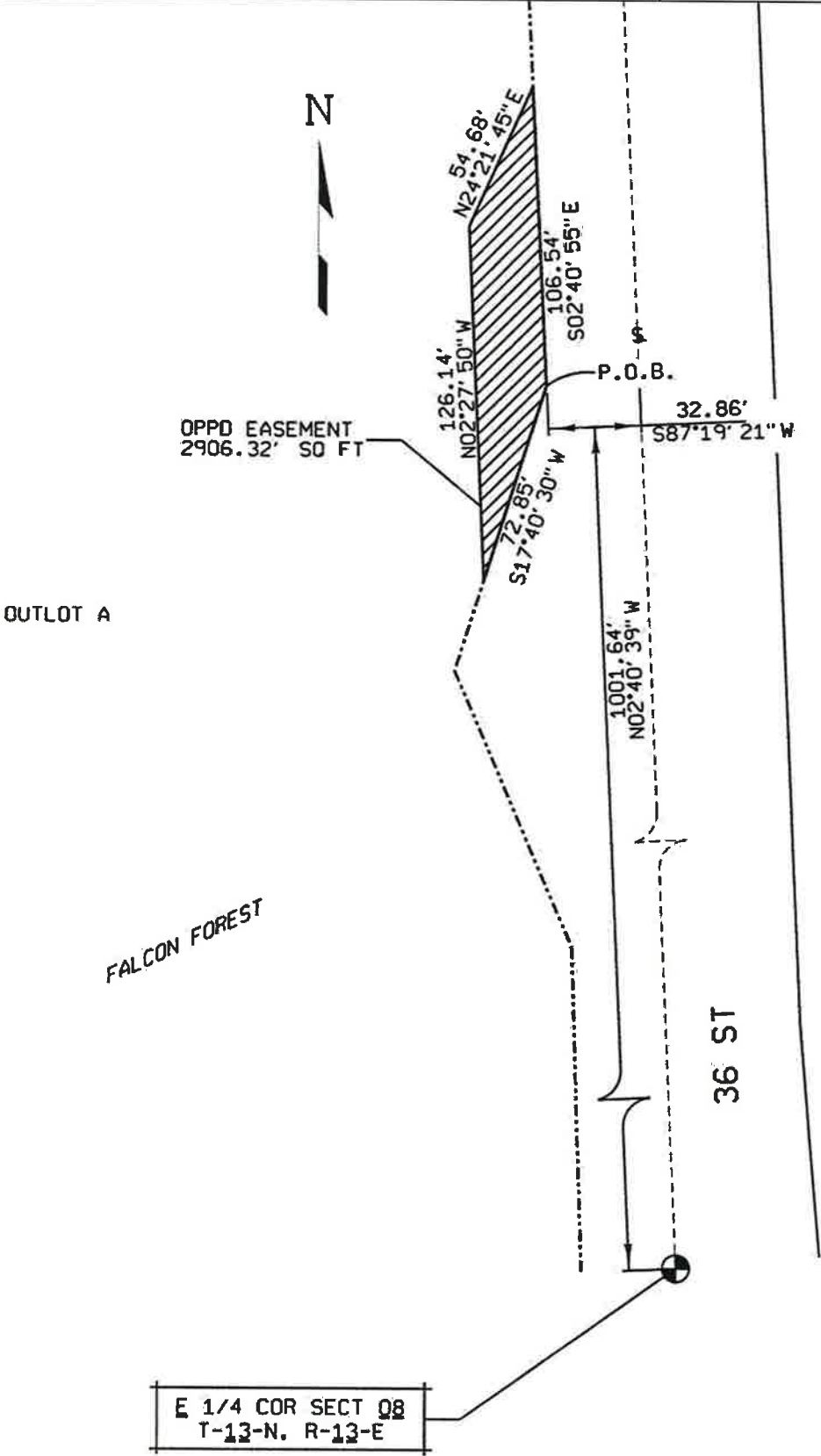
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE ON THE EAST LINE OF SAID NORTHEAST QUARTER ON AN ASSUMED BEARING OF N02°40'39"W, 1001.64 FEET; THENCE S87°19'21"W, 32.86 FEET TO A CORNER OF SAID OUTLOT A, SAID CORNER ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF 36TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF 36TH STREET, S17°40'30"W, 72.85 FEET; THENCE N02°27'50"W, 126.14 FEET; THENCE N24°21'45"E, 54.68 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF 36TH STREET; THENCE ON SAID WEST RIGHT-OF-WAY LINE OF 36TH STREET, S02°40'55"E, 106.54 FEET TO THE POINT OF BEGINNING.

SAID RIGHT-OF-WAY EASEMENT CONTAINS A CALCULATED AREA OF 2,906.32 SQUARE FEET OR 0.067 ACRES, MORE OR LESS.

CONDITIONS:

The District shall have the perpetual right, but not the obligation, to trim, cut, clear or remove all trees, brush and undergrowth on the Easement Area and to trim, cut, or remove any other trees located outside the Easement Area which in falling could come within fifteen (15) feet of the electric facilities as may be necessary to efficiently exercise any of the hereinbefore granted rights. All refuse from such tree and brush cutting or trimming shall be disposed of by the District, and if the Easement Area is not being utilized for cultivated crops, the District shall have the further right but not the obligation to control and impede the growth of all weeds, trees, and brush along the Easement Area and to temporarily open any fences crossing said area.

Grantor may cultivate, enjoy, and otherwise use the land within the Easement Area, including the right of ingress and egress across the Easement Area, provided that such use(s) shall not, in the reasonable opinion of the District, endanger or be a hazard to or interfere with the hereinbefore granted rights. Grantor shall not allow buildings, structures, improvements, trees, hay or straw stacks, retaining walls or loose rock walls, or other property to remain or placed in said Easement Area, but the same may be used for gardens shrubs, landscaping, paving and other purposes that do not then or later interfere with the aforesaid uses or rights herein granted. Grantor shall not change or alter the grade of the Easement Area without the prior written approval from the District, which approval shall not be unreasonably withheld; Grantor shall not allow the burning of any materials of any nature within the Easement Area.



OMAHA PUBLIC POWER DISTRICT
LAND MANAGEMENT DEPARTMENT

Project Name		36 th South of Capehart			Tract No.		Date	11-26-19	Work Order	
NE	¼	Section	08	Township	13	Range	13	County	Sarpy	
ROW	ARE	Engineer	Nath		Customer REP					

AGREEMENT

BETWEEN

THE OMAHA PUBLIC POWER DISTRICT

AND THE

CITY OF BELLEVUE, NEBRASKA

CONSTRUCTION OF STREET LIGHT FACILITIES
36th STREET FROM BLINE TO SHERIDAN URBAN WIDENING
PROJECT NO. MAPA-5061(5) C.N. 22276

AGREEMENT

PROJECT NO. MAPA-5061(5) C.N. 22276
36TH STREET BLINE TO SHERIDAN URBAN WIDENING

OMAHA PUBLIC POWER DISTRICT
CITY OF BELLEVUE, NEBRASKA
STREET LIGHT FACILITY

THIS AGREEMENT is made and entered into by and between the Omaha Public Power District hereinafter referred to as the "Utility" and City of Bellevue, Nebraska hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City has plans for the reconstruction of 36th Street Bline to Sheridan Urban Widening, and

WHEREAS, said construction will be undertaken under the project designation MAPA-5061(5) C.N. 22276 (the "Project"), and

WHEREAS, the agreement for the Project contemplates construction of the Utility's new street light facility on 36th Street Bline to Sheridan Urban Widening by the City's contractor, according to the Utility's specifications and as set forth in the Project plans and specifications, and

WHEREAS, the Utility is willing to have the City let the contract and build the street light facility as part of the City's Project, subject to the terms of this Agreement, and

WHEREAS, the City is willing to include the Utility's street light facility in its contract documents for the Project, with the understanding that the Utility will pay the City 100 percent of all street light facility and construction engineering costs incurred in connection with the Project.

NOW THEREFORE, in consideration of the foregoing recitals and the promises and covenants herein, the parties hereto agree as follows:

SECTION 1. The Utility has designed a street lighting facility to be constructed by the City's contractor according to the Utility's specifications and as set forth in the Project plans and specifications at no cost to the City.

SECTION 2. The City pursuant to Neb. Rev. Stat. 39-1350 (Reissue 1984) will award the contract for the Project which contains the aforesaid street light facility. The Utility's street light facility will be bid as an alternate in the City's construction contract documents for

the Project. The Utility will have fourteen (14) days after receipt of the resolution of bid from the City to concur in or reject the bid for the street light facility construction from the apparent low bidder for the entire Project. The City will reject the street light facility bid if it does not receive concurrence from the Utility within the fourteen (14) days.

If the Utility rejects the bid for the street light facility, the parties agree as follows:

- A. The Utility will proceed with construction of the street light facility as shown on the Project plans, and the City will coordinate that construction with the remainder of the Project.
- B. The City will proceed with the award and/or rejection of the remainder of the project.

SECTION 3. In the event the Utility elects to proceed with the street light work as part of the overall Project, performed by the City's contractor, the Utility shall provide an inspector/engineer for the street light facility construction who shall review and make recommendations to the City's Project manager on all change orders related to the construction of the street light facility. The City's Project manager will have overall control of the work. The Utility's inspector/engineer shall consult with and make recommendations to the City's Project manager concerning the street light work and act as the representative of the Utility during construction. The Utility's inspector/engineer shall inspect the contractor's work and notify the City of any observed non-conformance with the contract documents. Upon successful completion of the street light facility, as determined by the Utility in its reasonable judgment, the Utility shall give written acceptance of the work to the City. The Utility shall own the street light facilities and be responsible for all maintenance thereof after the date of acceptance. The Utility hereby agrees and covenants that it will hold and save harmless and indemnify the City and any authorized representatives of the City (specifically excluding from such indemnity the contractor or such contractor's agents or representatives) from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever caused by the Utility's negligent act or omission in connection with the design and construction of the street light facility, except due to the sole negligence of the City and/or their authorized representatives. It is the intent of the parties that this Section be construed to be consistent with Neb. Rev. Stat. 25-21, 187, as amended. The City hereby agrees and covenants that it will hold and save harmless and indemnify the Utility and any authorized representatives of the Utility from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever caused by the City's negligent act or omission, or that of its contractor, in connection with the design and construction of the street light facility, except due to the sole negligence of the Utility and/or their authorized representatives. It is the intent of the parties that this Section be construed to be consistent with Neb. Rev. Stat. 25-21, 187, as amended.

SECTION 4. The Utility shall pay the City 100 percent of the actual and reasonable cost of constructing the street light facility plus any additional required construction engineering.

SECTION 5. The Utility shall make payment to the City within thirty (30) days after receipt of billing from the City. When the work is completed and all costs accumulated, the City will submit a final statement to the Utility showing the refund due or payment due from the Utility. The parties agree to make final settlement within thirty (30) days after the Utility receives the final statement. The City will furnish the Utility a copy of bid tabulations for the contractor awarded the project and as built drawings for said street light facilities. Ownership in the said street light facility shall remain in the City until all payments required by this contract are made by the Utility to the City.

SECTION 6. Upon acceptance by the Utility and full payment to the City, said street light facility shall become the property of the Utility, and the City agrees to execute any documents deemed necessary by the Utility to establish or evidence such ownership. The City does not grant the Utility any permanent property rights resulting from the installation of said street light facility on public right-of-way, but acknowledges the right of the Utility to own and maintain the street light facility within the public right-of-way in accordance with Nebraska law. ..

SECTION 7. The Utility agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. 48-1101 through 48-1126 (Reissue 1988), as amended, and the same are incorporated herein by this reference.

SECTION 8. The parties hereto shall not, in the performance of this Contract discriminate or permit discrimination against any person because of race, sex, age, or political or religious opinions or affiliations or disability in violation of Federal or State Statutes or Local Ordinances.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials there unto duly authorized as of the dates below indicated.

EXECUTED by the Utility this _____ day of _____, 20_____

ATTEST:

OMAHA PUBLIC POWER DISTRICT


Lead Utilities Coordinator 10.30.19
Date

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

***16c.**
1/21/2020

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

SUBJECT:

City owned property adjacent to the Tregaron Golf Course.

SYNOPSIS/BACKGROUND:

The City of Bellevue owns a parcel of property that is adjacent to the Tregaron Golf Course. It is the intent of the City of Bellevue to deed this parcel of land to Fairview Golf Company as it is and has been utilized and maintained by Tregaron Golf Course.

FISCAL IMPACT: 0.00 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:

Authorize Mayor to sign the Warranty Deed deeding the parcel of land to Fairview Golf Company.

ATTACHMENTS:

- | | | |
|---|------------------|--------------------------|
| 1. Letter to Fairview Golf Course w/attachments | 2. Warranty Deed | 3. Sarpy GIS Aerial View |
| 4. Sarpy County Assessor property record file | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Buehler
[Signature]
[Signature]



CITY OF BELLEVUE

OFFICE OF THE CITY ATTORNEY

1500 Wall Street □ Bellevue, NE 68005 □ (402) 682-6156
Bree.robbs@bellevue.net

August 28, 2019

Fairview Golf Company, Inc.
13909 Glengarry Circle
Bellevue, Nebraska 68123

Re: City of Bellevue Property

VIA US-MAIL

Dear Sir or Madam:

We are writing to you regarding a parcel of property owned by the City of Bellevue that is adjacent to the Tregaron Golf Course. In reviewing properties owned by the City of Bellevue, we came across the parcel of land that is adjacent to your golf course. It is the intent of the City of Bellevue to deed this parcel of land to Fairview Golf Company.

I have enclosed the following documents for your review:

1. Sarpy County GIS aerial view of the parcel of land;
2. Sarpy County Assessor property record file for the parcel of land; and
3. Warranty Deed.

Should you be interested in obtaining ownership of the parcel of land or have any questions, please contact me as soon as possible to discuss transferring ownership.

Very truly yours,

A. Bree Robbins,
City Attorney

cc: Jim Ristow
cc: Jeff Roberts

WARRANTY DEED

THE CITY OF BELLEVUE, a municipal corporation, GRANTOR, in consideration of One (\$1.00) Dollar and other valuable consideration received from GRANTEE, Fairview Golf Company, Inc., a corporation, herein called the GRANTEE, conveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

PT NW 1/4 10-13-13 (2.03 AC), as surveyed, platted and recorded in Sarpy County, Nebraska

GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate and that it is free from encumbrances except easements, covenants, restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons claiming the same or any part thereof through, by or under Grantor.

Executed this ____ day of _____, 2020.

The City of Bellevue, Nebraska,
A Municipal Corporation, Grantor

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 City Clerk, executed and delivered said instrument as their voluntary act and deed and voluntary act and deed of such corporation.

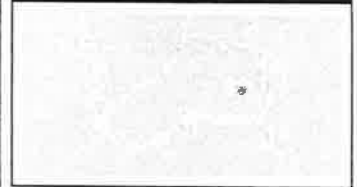
Witness my hand and notarial seal this ____ day of _____, 2020.

Notary Public

Sarpy County Property Information



Location



Legend

Road Centerlines

2018 Aerial Photo

 Red: Band_1

 Green: Band_2

 Blue: Band_3



1:2,873



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

Current as of: 8/26/2019 **Date Created:** 4/23/1998 **Last Updated:** 4/5/2019

Active

Parcel Number: 010969381

Location:


Owner: CITY OF BELLEVUE

C/O

Mail Address: 210 W MISSION AVE
BELLEVUE NE 68005-0000

Legal: PT NW1/4 10-13-13 (2.03 AC)

Tax District: 10011

Map #: 2971-10-2-00000-000-0012 

Property Class: 9000



Click Picture for Larger View.

PRINT A PROPERTY RECORD FILE

Valuation Information

Valuation

Partial Value Information (PV)

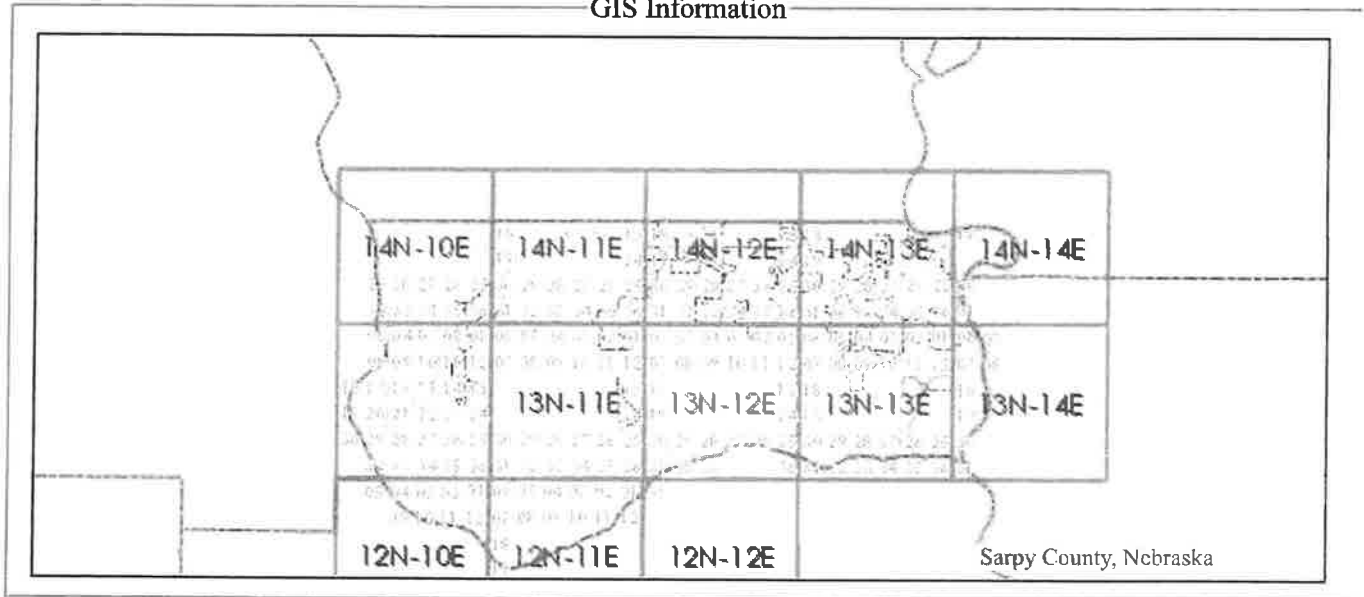
Vacant Land - Form 191

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV	Form191
2019	\$0	\$0	\$0	\$0	NO	NO
2018	\$0	\$0	\$0	\$0	NO	NO
2017	\$0	\$0	\$0	\$0	NO	NO
2016	\$0	\$0	\$0	\$0	NO	NO
2015	\$0	\$0	\$0	\$0	NO	NO
2014	\$0	\$0	\$0	\$0	NO	NO

Sales Information (Updated 8/26/2019)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
--------------------	---------	---------	------------------	---------------------

GIS Information



Levy Information

Levy Information 2018
View Past Levy Information

Fund	Description	Levy
1	COUNTY LEVY	0.2969
100	BELLEVUE SCH BOND	0.074741
101	BELLEVUE SCHOOL	1.05
202	LEARN COM-ELEM LEARNING	0.01625
301	EASTERN SARPY FIRE	0.1744
311	EASTERN FIRE BOND	0.011383
501	PAPIO NATURAL RESRCE	0.030852
502	PAPIO NRD BOND	0.006742
701	MUD	0
801	METRO COMMUNITY COLL	0.095
901	AGRICULTURAL SOCIETY	0.002742
1003	ED SERVICE UNIT 3	0.015
	Total Levy	1.77401

Treasurer Information

Property Class	9000	Foreclosure #	
Mortgage Company #		Foreclosure Date	
Mortgage Company			
Exemption Code		Exemption Amount	\$0
Specials	No Specials Found.		
Tax Sales	<u>No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.</u>		
Certificate #		Maturity Date	
Redemption #		Redemption Date	
Bankruptcy	NO		

Tax Information

***Click Statement Number to see Treasurer information for paying your taxes with a credit card or Echeck or to print your receipt for a payment you have made by mail or online.**

Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2018	2018-010969381	10011	REAL	\$0.00	\$0.00	\$0.00
2017	2017-010969381	10011	REAL	\$0.00	\$0.00	\$0.00
2016	2016-010969381	10011	REAL	\$0.00	\$0.00	\$0.00
2015	2015-010969381	10011	REAL	\$0.00	\$0.00	\$0.00
2014	2014-010969381	10011	REAL	\$0.00	\$0.00	\$0.00

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

***16d.
1/21/2020**

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

SUBJECT:

Sarpy County Multi-Agency Traffic Enforcement Task Force Agreement.

SYNOPSIS/BACKGROUND:

Law Enforcement Agencies in Sarpy County, including the Nebraska State Patrol, want to work collaboratively to create a Task Force to address traffic enforcement issues in the county. Bellevue Police would contribute Officers to this endeavor each month. This agreement would allow Officers to work outside of their primary jurisdictions, as well as, open up the Task Force to allow for outside funding of operations.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <input type="text" value="NO"/>		COUNTER-PARTY: <input type="text"/>	INTERLOCAL AGREEMENT: <input type="text" value="YES"/>	
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" value="Sarpy County Multi-Agency Traffic Enforcement Task Force"/>				
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/>	INSURANCE REQUIRED: <input type="text" value="NO"/>	
CIP PROJECT NAME: <input type="text"/>		CIP PROJECT NUMBER: <input type="text"/>		
STREET DISTRICT NAME (S): <input type="text"/>		STREET DISTRICT NUMBER (S): <input type="text"/>		
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>		ACCOUNT NUMBER: <input type="text"/>		

RECOMMENDATION:

Recommend Approval of the Sarpy County Multi-Agency Traffic Enforcement Task Force Agreement.

ATTACHMENTS:

1. <input type="text" value="Task Force Agreement"/>	2. <input type="text"/>	3. <input type="text"/>
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. [Signature]
[Signature]
[Signature]

SARPY COUNTY MULTI-AGENCY TRAFFIC ENFORCEMENT TASK FORCE AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 20____ being the date the party hereto signs the Agreement, by and between the City of Bellevue, City of La Vista, City of Papillion and Sarpy County; herein collectively referred to as “Cooperating Agencies” or singularly as “Cooperating Agency” or “Agency”.

WHEREAS, the above-named law enforcement Agencies wish to improve law enforcement services and implement, to the extent herein provided by the authority given by Neb. Rev. Stat. § 29-215 to law enforcement officers of each of the parties here to enforce the laws of the State and the legal ordinances of Cooperating Agencies.

WHEREAS, reducing the number of traffic law violations and traffic crashes through high visibility enforcement efforts within each Cooperating Agencies’ jurisdiction in Sarpy County is the goal of each Cooperating Agency. The formation of the Sarpy County Traffic Safety Task Force (herein “Task Force”) will form a confederation of law enforcement Agencies working collaboratively to create omnipresence of law enforcement in Sarpy County. Through this agreement, it is hoped that the Agencies will reduce the number of serious injury and fatality crashes in Sarpy County.

WHEREAS, the above-named Agencies seek to increase the targeted enforcement of traffic law violations through sustained enforcement by limiting the impact of each Cooperating Agency’s resources. Task Force operations may include multi-agency saturation patrols, checkpoints, and community outreach.

WHEREAS, the Cooperating Agencies entered into an Interlocal Cooperation Agreement with Other Entities Regarding Law Enforcement Assistance on the 22nd day of April, 1997 which authorized the law enforcement Agencies of the City of Bellevue, City of La Vista, City of Papillion in Sarpy County and the Sarpy County Sheriff to request assistance in non-emergency situations when done so by an Agency Head.

WHEREAS, the Interlocal Cooperation Agreement allows officers of participating Agencies to have full law enforcement authority to arrest and detain while serving regular shift duty or other period within a Host Agency that has requested officer coverage or backup for such a period of time or while engaged in providing services under a mutual assistance request from a Host Agency.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definitions: As used herein, the following terms shall have the following meanings:
 - a. “Cooperating Agencies” or “Agencies” shall mean parties’ signatory hereto, and “Agency” shall mean any one of the Agencies.
 - b. “Host Agency” shall mean an Agency with Primary Jurisdiction other than an Officer’s own Agency of regular employment.
 - c. “Officer” shall mean a duly sworn full-time paid law enforcement officer in employ of a Cooperating Agency.
 - d. “Agency Head” shall mean the Chief of Police, Sarpy County Sheriff, and/or his/her designee.
2. Authority: The authority for the Cooperating Agencies entering into the Agreement is the authority granted by law, including the general powers of the parties under the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. § 13-807, *et seq.*, authority granted under Neb. Rev. Stat. § 29-215 and by the existing Interlocal Cooperation Agreement entered into on the 22nd day of April, 1997, referenced above.

SARPY COUNTY MULTI-AGENCY TRAFFIC ENFORCEMENT TASK FORCE AGREEMENT

3. Purpose: The purpose of this agreement is to authorize officers of the Bellevue Police Department, the La Vista Police Department, and the Papillion Police Department to provide law enforcement services outside the limits of their primary jurisdictions as authorized by Subsections (2)(d) of Neb. Rev. Stat. § 29-215, specifically within areas of each Agencies' jurisdictions of Sarpy County. This service includes traffic enforcement, checkpoints, or assigned calls for service.
4. Manpower Request: Each Cooperating Agency will work collaboratively with each other to provide additional officers for scheduled traffic enforcement operations within each jurisdiction.
5. Supervision: Each participating officer shall be considered and held as serving in the regular line of duty of the Agency which employs the officer as fully as if the officer were serving within the limits of the officer, that is, the officer's primary jurisdiction and shall remain under the supervision of his or her own Agency.
6. Agency Liaison: Each Agency shall designate an Officer to function as the liaison between Agencies.
7. Term of Agreement: This agreement shall be effective on the date of the last executed signature below and shall continue in full force and effect until any Agency elects to withdraw from this agreement upon notification to the other Agencies.
8. To the extent applicable and to the extent not in conflict with this Agreement, the April 22, 1997, Interlocal Agreement shall govern the parties' activities, duties, and rights under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Agreement to be so executed by them and their duly authorized officers on the day of the year first above written.

COUNTY OF SARPY, NEBRASKA,

A Nebraska Political Subdivision

By: _____
Don Kelly, Sarpy County Board Chairman

Date: _____

Attest:

Deb Houghtaling, County Clerk

Approved as to Form:

Deputy Sarpy County Attorney

SARPY COUNTY MULTI-AGENCY TRAFFIC ENFORCEMENT TASK FORCE AGREEMENT

CITY OF PAPILLION, NEBRASKA

A municipal corporation and Nebraska Political
Subdivision

By: _____
David P. Black, Mayor

Date: _____

Attest:

Nicole Brown, City Clerk

CITY OF LA VISTA, NEBRASKA

A municipal corporation and Nebraska Political
Subdivision

By: _____
Douglas Kindig, Mayor

Date: _____

Attest:

Pamela A. Buethe, City Clerk

CITY OF BELLEVUE, NEBRASKA

A municipal corporation and Nebraska Political
Subdivision

By: _____
Rusty Hike, Mayor

Date: _____

Attest:

Susan Kluthe, City Clerk

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

***16e.**
1/21/2020

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

SUBJECT:

Land & Lot Purchase Agreement for Lot 6 Tregaron Woods Replat.

SYNOPSIS/BACKGROUND:

The City annexed SID 265. Lot 6 is a vacant lot part of SID 265. Once annexed any vacant undeveloped lots are now owned by the City of Bellevue. The attached Land & Lot Purchase Agreement was received from River Stone Custom Homes, LLC for \$48,000.00. It is their intent to purchase and build a residential home on the lot.

FISCAL IMPACT: 0.00 + \$48K BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <u>YES</u>	COUNTER-PARTY: <u>River Stone Homes LLC</u>	INTERLOCAL AGREEMENT: <u>NO</u>
CONTRACT DESCRIPTION: <u>Land & Lot Purchase Agreement</u>		
CONTRACT EFFECTIVE DATE: <u> </u>	CONTRACT TERM: <u> </u>	CONTRACT END DATE: <u> </u>
PROJECT NAME: <u> </u>		
START DATE: <u> </u>	END DATE: <u> </u>	PAYMENT DATE: <u> </u>
CIP PROJECT NAME: <u> </u>		INSURANCE REQUIRED: <u>NO</u>
STREET DISTRICT NAME (S): <u> </u>		STREET DISTRICT NUMBER (S): <u> </u>
ACCOUNTING DISTRIBUTION CODE: <u> </u>	ACCOUNT NUMBER: <u> </u>	

RECOMMENDATION:

Authorize Mayor to sign the Land & Lot Purchase Agreement for Lot 6 Tregaron Woods Replat 1.

ATTACHMENTS:

1. <u>Purchase Agreement</u>	2. <u> </u>	3. <u> </u>
4. <u> </u>	5. <u> </u>	6. <u> </u>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. Robbins
[Signature]

Land and Lot Purchase Agreement

(This is a legally binding contract. If not understood, seek legal advice.)

The REALTOR® negotiating this agreement is a member of their Area Board of REALTORS® and the Nebraska REALTORS® Association and as such is governed by its Code of Ethics and Rules of Fair Business Practice.

DATE 01 / 03 / 2020

In this agreement, Purchaser whether one or more shall be referred to as "Purchaser" and Seller whether one or more shall be referred to as "Seller." The undersigned Purchaser agrees to purchase the Property described as follows:

1. ADDRESS: 13402 Spencer Cir, Bellevue NE ZIP 68123

If no address is available at time of agreement Legal Description only will be provided.

2. LEGAL DESCRIPTION ("PROPERTY"): LOT 6 TREGARON WOODS REPLAT I

as surveyed, platted and recorded in

County, Nebraska including all fixtures and equipment permanently attached to the Property.

3. PERSONAL PROPERTY: Purchase shall include fixtures, equipment and elements on the Property including: _____

4. CONVEYANCE: Provided that the Seller has good, valid, and marketable title, in fee simple, Seller agrees to convey title to Property to Purchaser or his nominee by ☒ warranty deed, ☐ or _____ free and clear of all liens, encumbrances, or special taxes levied or assessed, ☒ no exceptions, ☐ except _____, subject to all building and use restrictions, utility easements abutting the boundary of the property and covenants now of record.

5. ASSESSMENTS: Seller is responsible and agrees to pay any and all assessments assessed or ordered and not yet assessed. These would include, but not be limited to, assessments for paving, curb, sidewalk or utilities. Seller also agrees to indemnify Purchaser for any liabilities incurred as part of these assessments.

6. CONSIDERATION: Purchaser agrees to pay Forty Eight Thousand DOLLARS (\$ 48,000) on the following terms: \$ 500 (Deposit) deposited herewith as evidenced by the receipt attached below. The Earnest Deposit is made payable to the Escrow Agent, or _____. If deposit is made payable to the Escrow Agent, Nebraska Realty is authorized to deliver the check to the Escrow Agent as indicated in paragraph 16 of this agreement. If the earnest deposit is made payable to Nebraska Realty, it will be deposited into Nebraska Realty's trust account and transferred to Listing Broker. If Deposit is made payable to Seller, deposit shall be delivered to Seller or Listing Broker/Broker's Agent. Upon delivery to the Escrow Agent, Listing Broker/Broker's Agent or Seller, Nebraska Realty shall have no further responsibility or liability to the Purchaser or Seller for the accounting of the funds. **If the earnest deposit is paid by check, it will be cashed upon acceptance of this offer.** The funds will be applied towards the purchase price of the Property at closing. In the event of a dispute over the return or release of the earnest deposit, Purchaser and Seller understand that the Broker or Escrow Agent cannot release funds to either party without the signed written consent of Seller and Purchaser or a court order.

7. ☐ ALL CASH: (Check if applicable) Balance of \$ _____ shall be paid by certified funds at time of delivery of Deed, no financing being required.

8.1 ☐ CONDITIONAL UPON FINANCING: (Check if applicable) Balance of \$ _____ shall be paid by certified funds at the time of delivery of deed, conditioned upon Purchaser's ability to obtain financing on the above-described property in the amount of \$ _____.

8.2 PURCHASER AGREES TO MAKE APPLICATION FOR FINANCING WITHIN 5 BUSINESS DAYS OF ACCEPTANCE OF THIS OFFER, TO:

☐ Arbor Bank, _____

OR

Loan Officer Name

Phone Number

☒ _____

Great Western Bank,

Alan Bost

402-686-9863

Company Name

Loan Officer Name

Phone Number

and to sign all papers and pay all costs in connection therewith, and to establish reserves as required. If the financing is not approved within 30 days from date of acceptance, this offer shall be null and void, and the deposit will be returned to Purchaser. However, if processing of the application for financing has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has, in the normal course of business, advised either approval or denial.

8.2 PURCHASER AGREES TO MAKE APPLICATION FOR FINANCING: (Continued) If the original loan application is denied, the Purchaser authorizes and instructs the Lender to notify the Purchaser, the Seller and all real estate licensees involved in the transaction, in writing. Upon notification of denial, this Purchase Agreement shall be null and void and the deposit will be refunded to Purchaser unless Seller and Purchaser mutually agree in writing within 5-business days from receipt of notification of loan denial that an additional loan application will be made or that additional loan information will be submitted to the original lender.

9. ☐ **A. SELLER FINANCING:** See attached Seller Financing Addendum

☐ **B. LOAN ASSUMPTION:** See attached Loan Assumption Addendum

10.1 REAL ESTATE TAXES, PRORATION: If the Property is located in Douglas or Sarpy County, then all consolidated real estate taxes which become delinquent in the year in which closing takes place shall be treated as though all are current taxes and shall be prorated as set forth below. If the Property is located in a county other than Douglas or Sarpy, then all consolidated real estate taxes for the year in which closing takes place shall be prorated as set forth below and shall be based upon the county assessor's valuation at the date of closing and the most recently certified mill levy. Taxes shall be prorated as of the date of closing.

10.2 GREENBELT TAX RATE: "Greenbelt" (or as it is formally known "Special Valuation") is defined as agricultural land which may be valued without regard to market influences that cause the value to be inflated to an amount exceeding its agricultural value. Special Valuation allows property owners who wish to continue the agribusiness nature of their Property to do so without the value of their Property being inflated by residential or commercial development. Purchaser understands that the Property's location, its use (whether actual or intended) and Nebraska laws, may subject the Property to tax rates which may not be consistent with the Property's actual or intended use. To this end, it would be in Purchaser's best interest to consult with an attorney regarding taking the necessary steps to ensure a favorable tax rate on the Property. DS (Purchaser initial)

11. ADDITIONAL PROVISIONS: (Check all that apply)

☐ **A. Contingent upon Sale and Closing:** This offer is contingent upon the sale and closing of Purchaser's Property located at _____.

If such closing does not occur, this offer shall be null and void the earnest money shall be returned to the Purchaser.

☐ **B. Contingent upon Closing:** This offer is contingent upon Purchaser first obtaining the proceeds from the closing of the Purchaser's property located at _____, scheduled to close on _____. If such closing does not occur on or before such date, this offer shall be null and void the earnest money shall be returned to the Purchaser.

☒ **C. Other:** Deposit to be paid 48hrs after contract acceptance.

☐ See Attached Addendum _____ if additional space is needed.

12. RENTS, DEPOSITS, LEASES AND VENDOR CONTRACTS IF RENTED: All rents, leases and vendor contracts shall be current at time of closing. All tenant deposits and leases shall be assigned to Purchaser at no cost. Seller shall provide all current leases and vendor contracts to Purchaser within 5 days of acceptance of this offer. Offer contingent upon Purchaser's satisfactory review of all current leases and vendor contracts within 10 days of acceptance of this offer. _____ (Purchaser initial, if applicable)

13. SANITARY AND IMPROVEMENT DISTRICT (SID): Purchaser understands that this property is located within SID # 265.

14. HOMEOWNER'S ASSOCIATION/COVENANTS: Purchaser acknowledges that the Property may be subject to protective covenants that govern Purchaser's use of the Property, which may be enforced by the homeowner's association or its members. Purchaser may obtain a copy of the covenants from the designated Title and Escrow Company. Seller shall pay all homeowner's and/or neighborhood association assessments levied and due as of closing. Homeowner's or neighborhood association dues shall be prorated to the date of closing. Purchaser shall be responsible for all future homeowner's/neighborhood association dues, if any.

*Expanded Title Insurance is not used for vacant land or new construction. Purchaser can however, at their choosing, purchase an owner's policy from the title insurance provider.

17. CLOSING AND POSSESSION: Closing to be on or before 3/6/2020
 Possession date to be ☒ Closing or ☐ at ☐ AM ☐ PM.

19. CONDITION OF PROPERTY: Seller represents to the best of their knowledge, information and belief that there is no material or latent defects on neither the Property nor any conditions present or existing which may give rise to, or produce, environmental hazards or liabilities. Seller represents that there are no enforcement actions pending or threatened with respect to the Property or any conditions present on it, except what has been disclosed by the Listing Broker or the Sellers Limited Agent for the Broker. Seller agrees to maintain landscaping, mowing, septic and/or well in operable condition until delivery of possession. **Seller will allow Purchaser walk through or preview the Property within 24 hours of closing to confirm compliance with this Purchase Agreement.**

☐ Purchaser chooses to waive wood destroying insect inspection, if not required. _____ (Purchaser initial)

21. **SELLER PROPERTY CONDITION STATEMENT:** Purchaser acknowledges that the Property is land only, and due to that fact, the Seller is ~~exempt from~~ Nebraska Revised Statute §76-2,120 requiring sellers of real property to provide a Seller's Property Disclosure Statement. (Purchaser initial)

<input type="checkbox"/> - Water Quality Tests	<input type="checkbox"/> - Electrical Contractor
<input type="checkbox"/> - Well Inspection or Well Installation Contractor	<input type="checkbox"/> - Utility Companies
<input type="checkbox"/> - Septic System Inspection/Installation Contractor	<input checked="" type="checkbox"/> - Lenders and/or Appraisers
<input type="checkbox"/> - Surveyor and/or Civil Engineer	<input type="checkbox"/> - Insurance Companies
<input checked="" type="checkbox"/> - Building Contractor and Subcontractors	<input type="checkbox"/> - Other #1 _____
<input checked="" type="checkbox"/> - Architect and Subcontractors	<input type="checkbox"/> - Other #2 _____
<input type="checkbox"/> - Arborists and Subcontractors	

22.2 TIMELINES FOR FEASIBILITY STUDY: All costs of inspections, test, or compilations of study information shall be at the costs of the Purchaser. Copies of all reports and studies on the Property shall be the property of the Purchaser and shall survive release of Purchase Agreement or removal of the contingency. If holes are dug on the Property for the purpose of inspections, test, or studies, it shall be the Purchaser's professionals or contractor's responsibility to refill the holes and return the Property to as near as possible of the condition that the Property was found in, prior to the inspection, tests or studies. Purchaser shall not be responsible for replacing sod or reseeding areas where holes were dug.

Feasibility studies shall begin following final acceptance of this Agreement by all parties and receipt of accepted Agreement by the Purchaser's Agent, and shall run for a time period of ☒ 14-days, or ☐ _____ business days thereafter. If the Seller has in their possession any studies, tests, or survey reports on the Property, they shall make them available to the Purchaser upon acceptance of the Purchase Agreement.

Within five (5) business days of the feasibility studies completion, the Purchaser shall select either options A, B, or C below in a Land Feasibility Study Contingency Removal Addendum. Purchaser's Agent shall deliver said addendum to the Listing Broker/Broker's Agent or Seller. Receipt by the Listing Broker/Broker's Agent shall be the same as if delivery was made to the Seller.

Option A- Purchaser removes contingency in regards to feasibility study with written notice to the Seller.

Option B- Feasibility studies revealed the following defects on the Property and the Purchaser shall provide a list of requested repairs to the Seller.

Option C- The feasibility studies revealed that the Property is not suitable or satisfactory for the Purchaser's intended use and the Purchase Agreement shall be terminated with written notice to the Seller.

Time is of the essence and failure to deliver the contingency removal, request for repairs, remedy, or release within the specified time period will operate to remove the feasibility study contingency. If additional time is required to inspect, test or compile study information on the Property due to recommendations of a business professionals or contractors compiling information for the feasibility study, or due to weather conditions, strikes, or acts of God, time will be given by the Seller to the Purchaser and deadlines shall be extended only as to the facets of the Property that require additional time to compile study information on.

Within five (5) business days of receipt of the written request for repairs, the Seller shall notify the Purchaser's Agent in writing of what steps, if any, the Seller will take to correct any defects before closing. If the Seller is unwilling or unable to remedy any defects to the Purchaser's reasonable satisfaction, the Purchaser can elect to give written notice to accept the Property without repairs, done by the Seller or elect, in writing, to terminate the Purchase Agreement. The written notification must be received within five (5) business days of the Seller's response.

The earnest money shall be returned to the Purchaser if: the feasibility study report(s) or subsequent follow-up inspections reveals that the Property is deemed unsuitable, or unsatisfactory for the Purchaser needs: or the Purchaser has requested items noted in feasibility study report or subsequent inspections be remedied by the Seller and the Seller is unwilling, or unable to remedy said items. A dispute over the termination of the Purchase Agreement may necessitate by law the holding of earnest money even though this does not affect a party's ultimate right to the money.

Nothing in this agreement shall relieve the Seller from keeping fixtures, equipment, or items on the property in "functional and operable condition until delivery of possession" as specified in the Purchase Agreement.

23. STATE DOCUMENTARY TAX: The State Documentary Tax on the deed shall be paid by the Seller.

24. RESPONSIBILITY OF INSURANCE & RISK OF LOSS: Seller shall insure the property for a value no less than purchase price until closing. Risk of loss or damage to Property, prior to closing, shall be the responsibility of the Seller. If, prior to closing, any part of the Property including fixtures, attachments, or elements are materially damaged; Seller shall immediately notify the Purchaser in writing of the damage. Purchaser, at Purchaser's choice, may: 1) rescind this agreement; or 2) take the Property subject to the damage with the Seller paying to the Purchaser the insurance proceeds and deductible for the loss or restoration of the fixtures, attachments and elements, or at a price discounted by the cost of restoration of the premises.

25. SELLING BROKER COMPENSATION: Purchaser shall pay \$ 0 at closing to Nebraska Realty for Broker's costs associated with this transaction unless the Purchaser is obtaining a VA loan. Purchaser and Seller acknowledge that Selling Broker may be compensated by more than one party.

26. RELEASE OF INFORMATION: Purchaser and Seller authorize the release of sale information on the purchase of this Property including price, financing, and property information to their local Multiple Listing Service (MLS) or any other applicable listing service.

27. ELECTRONIC TRANSACTION AUTHORIZATION: Purchaser and Seller agree that all documents relating to the sale of this Property, including this offer, counteroffers, and acceptances 1) may be transmitted by electronic means including email and fax, and shall be treated in all respects as originals, 2) electronic signatures shall be treated as original signatures and shall satisfy all legal requirements and be binding.

28. PURCHASER'S PERSONAL INSPECTION: This offer is based upon Purchaser's personal inspection or investigation of the Property and not upon any representation or warranties of condition by Seller or any Limited Agents involved in this transaction. **If locations of Property lines, lot size, and/or condition of improvements are important to Purchaser's decision to purchase, Purchaser acknowledges the Limited Agents have advised Purchaser to make independent investigations.**

29. MEDIATION AND ARBITRATION:

☐ **Section 29 is hereby waived by all parties if this Section Initialed** Purchasers initial(s) _____

A. Disputes: The term "Dispute" shall include, without limitation, any controversy, complaint, dispute, claim or disagreement relating to or arising out of the construction, interpretation, enforcement, or breach of the terms of this Purchase Agreement.

B. Mediation: In the event of any dispute, any party to the dispute may seek non-binding mediation in an attempt to resolve the dispute by giving fifteen (15) days written notice of a request for such mediation to all other parties to the dispute. The request for mediation must be made within three hundred sixty (360) days after the party making the request knew, or exercising reasonable diligence and care, should have known, of the dispute. In no case shall such request be made after the statute of limitations on a civil suit based on the dispute would have run. Such mediation shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (including a Mediation Alternative) or such other mediation service versed in real estate practices of the locality.

C. Arbitration: Any dispute that is not resolved by informal settlement or mediation shall be resolved exclusively by binding arbitration. Such arbitration shall be administered by the American Arbitration Association and shall be conducted according to the American Arbitration Association's Commercial Rules – Real Estate Industry Arbitration Rules (Including a Mediation Alternative). The arbiter(s) shall apply Nebraska substantive and procedural law to the arbitration proceeding. Arbitration shall be commenced by written demand made by any one or more of the parties to the Dispute given to all other parties to the Dispute. The demand for arbitration must be in writing and must be given by personal delivery or certified mail, return receipt requested, within three hundred sixty (360) days after the party making the demand knew, or exercising reasonable diligence and care, should have known, of the dispute. Notwithstanding the previous sentence, in the case that the parties unsuccessfully attempt mediation to resolve a dispute, the demand for arbitration shall be made within sixty (60) days of the final mediation session. However, in no case shall such demand be made after the statute of limitations on a civil suit based on the dispute would have run. The prevailing party shall be entitled to costs and fees of the arbitration and, in the discretion of the arbitrator who shall take into account the relative merits of the opponent's case, the arbiter may award attorney's fees to the prevailing party.

D. Provisional Remedies. The filing of a judicial action to enable the reporting of a notice of pending action, for order of attachment, receivership, injunction, or other like provisional remedies, shall not constitute a waiver of mediation or arbitration under this provision, nor shall it constitute a breach of the duty to arbitrate.

E. Exclusions. The terms of the Paragraph shall not apply to: 1) Foreclosure of other action or proceeding to enforce a deed of trust, mortgage or land contract; 2) The filing or enforcement of a construction or similar lien, or 3) an action filed and held in "Small Claims Court" as defined by Neb. Res. Stat 25-2801 to 2804, provided however, that any attempt to transfer such a proceeding to county or district court shall make section 29 applicable to such action.

F. Waiver. BY SIGNING THIS PURCHASE AGREEMENT, THE PARTIES AGREE THAT EVERY DISPUTE DESCRIBED ABOVE THAT IS NOT RESOLVED BY INFORMAL SETTLEMENT OR MEDIATION WILL BE DECIDED EXCLUSIVELY BY ARBITRATION AND THAT ANY ARBITRATION DECISION WILL BE FINAL AND BINDING. THE PARTIES AGREE THAT THEY WILL RECEIVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION BUT ARE GIVING UP RIGHTS THEY MIGHT HAVE TO LITIGATE THOSE CLAIMS AND DISPUTES IN A COURT OR JURY TRIAL, OR TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN CONNECTION WITH ANY SUCH DISPUTES. NO PARTY TO THIS AGREEMENT, WHETHER REALTOR® OR SELLER, SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN

30. ENTIRE AGREEMENT: This document contains the entire Agreement of the parties and supersedes all prior agreements or representations oral or written with respect to the property which are not expressly set forth herein or incorporated herein by reference. **This Agreement may be modified only in writing, signed and dated by both parties.** All express representations and warranties shall survive closing. Both parties acknowledge that they have not relied on any statements of the Real Estate Agent or Broker which are not herein expressed. Whenever required by context, singular shall include the plural, the plural the singular, and one gender shall include all genders. Time is of the essence in this Agreement.

31. AUTHORITY TO SIGN: The undersigned Seller and Purchaser each represent and warrant that they are duly empowered and/or authorized, whether individually, on behalf of any entity or as a fiduciary, to enter into this Purchase Agreement and create a valid and binding contract. And that, as to Seller, all parties required to transfer title to the Property are parties to this contract.




32. List of Attachments, Addenda & Disclosures:

- ☐ Affiliated Business Arrangement Disclosure
- ☐ Authorization to Release Closing Disclosure & Settlement Statement
- ☐ Limited Dual Agency Agreement
- ☐ S.I.D. Statement
- ☐ Wire Fraud Notice
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

33. OFFER EXPIRATION: This offer to purchase is subject to acceptance by Seller on or before 1/10/2020, _____ at 5 o'clock P M. Omaha, NE time. Purchaser acknowledges receipt of a signed copy of this offer to purchase.

The undersigned parties executed this AGREEMENT.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.

Purchaser: 
River Stone Custom Homes LLC (Darwin Goodsell)
Purchaser's Name (Printed)
Address: 9224 N 108th St
City: Omaha State: NE Zip: 68142
Phone: 402-431-2808

Purchaser: _____
Purchaser's Name (Printed)
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____

Names for Deed: River Stone Custom Homes LLC

BUYER AGENT INFO

Nebraska Realty
REALTOR® (Company Name), Broker

OFFICE ADDRESS

OFFICE MLS ID #

OFFICE PHONE #

Darwin Goodsell

AGENT NAME (Printed)

AGENT E-MAIL ADDRESS

AGENT MLS ID # / AGENT NREC LICENSE #

AGENT PHONE #

RECEIPT

Deposit is: ☐ delivered with Agreement ☒ to be delivered later (If deposit to be delivered later, see Section 11C).

Deposit payable to ☒ Escrow Agent ☐ Broker ☐ Seller

RECEIVED FROM: _____

the sum of _____

(\$ _____) DOLLARS (by _____) to apply to the purchase price of the Property on terms and

conditions as stated. This receipt is not an acceptance of the above offer to purchase.

RECEIVED BY: _____ SIGNATURE _____



SELLER ACCEPTANCE

The Seller accepts the foregoing offer to purchase on _____, 20____, at _____ o'clock _____. M., Omaha, NE time, on the terms stated and agrees to convey title to the Property, deliver possession, and perform all the terms and conditions set forth, except as follows:

Seller acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Seller's Closing Statement. The undersigned Seller executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.

Seller: _____ Seller: _____

Seller Name (Printed) _____ Seller Name (Printed) _____

SELLER AGENT INFO

REALTOR® (Company Name), Broker _____ AGENT NAME (Printed) _____

OFFICE ADDRESS _____ AGENT E-MAIL ADDRESS _____

OFFICE MLS ID # _____ AGENT MLS ID # / AGENT NREC LICENSE # _____

OFFICE PHONE # _____ AGENT PHONE # _____

PURCHASER ACCEPTANCE OF COUNTER OFFER

The Purchaser, whether one or more, accepts the foregoing Seller's counteroffer to purchase on _____, 20____, at _____ o'clock _____. M., Omaha, NE time, on the terms stated and perform all the terms and conditions set forth, except as follows:

Purchaser acknowledges receipt of a copy of this Agreement with all identified addenda and, if required by law, an Estimated Purchaser's Closing Statement. The undersigned Purchaser executes this agreement as of the date set forth above.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.

Purchaser: _____ Purchaser: _____

SELLER ACCEPTANCE OR COUNTER OFFER

The undersigned Seller (check one):

- ☐ accepts the terms above.
☐ makes a counter-offer with an attached addendum.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION UNLESS WAIVED IN SECTION 29 WHICH MAY BE ENFORCED BY THE PARTIES. The arbitration provision is contained in Section 29.

Seller: _____ Seller: _____

PURCHASER'S RECEIPT OF ACCEPTED CONTRACT

Purchaser acknowledges a fully executed copy of this Purchase Agreement, all associated addenda and disclosures on _____.

Date

Purchaser: _____

Purchaser: _____

Current as of: 1/9/2020**Date Created:** 5/10/2007**Last Updated:** 1/6/2020**Active****Parcel Number:** 011590655**Location:** 13402 \SPENCER CIR**Owner:** SID # 265**C\O****Mail Address:** 11440 W CENTER RD

OMAHA NE 68144-

Legal: LOT 6 TREGARON WOODS REPLAT I**Tax District:** 10116**Map #:** 2971-10-4-61218-000-0006**Property Class:** 9000

Click Picture for Larger View.

PRINT A PROPERTY RECORD FILE**Valuation Information**

Valuation
Partial Value Information (PV)
Vacant Land - Form 191

Roll Year	Land Value	Impr Value	Outbuildings	Total Value	PV	Form191
2019	\$54,000	\$0	\$0	\$54,000	NO	NO
2018	\$32,400	\$0	\$0	\$32,400	NO	YES
2017	\$34,800	\$0	\$0	\$34,800	NO	YES
2016	\$54,000	\$0	\$0	\$54,000	NO	NO
2015	\$36,000	\$0	\$0	\$36,000	NO	YES
2014	\$30,240	\$0	\$0	\$30,240	NO	NO
2013	\$26,320	\$0	\$0	\$26,320	NO	NO
2012	\$26,320	\$0	\$0	\$26,320	NO	NO
2011	\$30,550	\$0	\$0	\$30,550	NO	NO
2010	\$30,550	\$0	\$0	\$30,550	NO	NO
2009	\$31,200	\$0	\$0	\$31,200	NO	NO
2008	\$39,650	\$0	\$0	\$39,650	NO	NO
2007	\$30,000	\$0	\$0	\$30,000	NO	NO

Residential Information for 1 January Roll Year 2019

Architectural Style: N/A
Year Built: N/A
Quality: N/A
Condition: N/A
Above Grade Total Sqft: N/A
Total Bsmt Finish Sqft: N/A
Bsmt Total Sqft: N/A
#Bedrooms above Grade: N/A
#Bathrooms Above Grade: N/A
Garage Type: N/A
Garage Sqft: N/A
Roofing: N/A
Exterior 1: N/A
Exterior 2: N/A
Lot Size(Acres): 0.546


[Click Picture](#)
[for Larger View.](#)

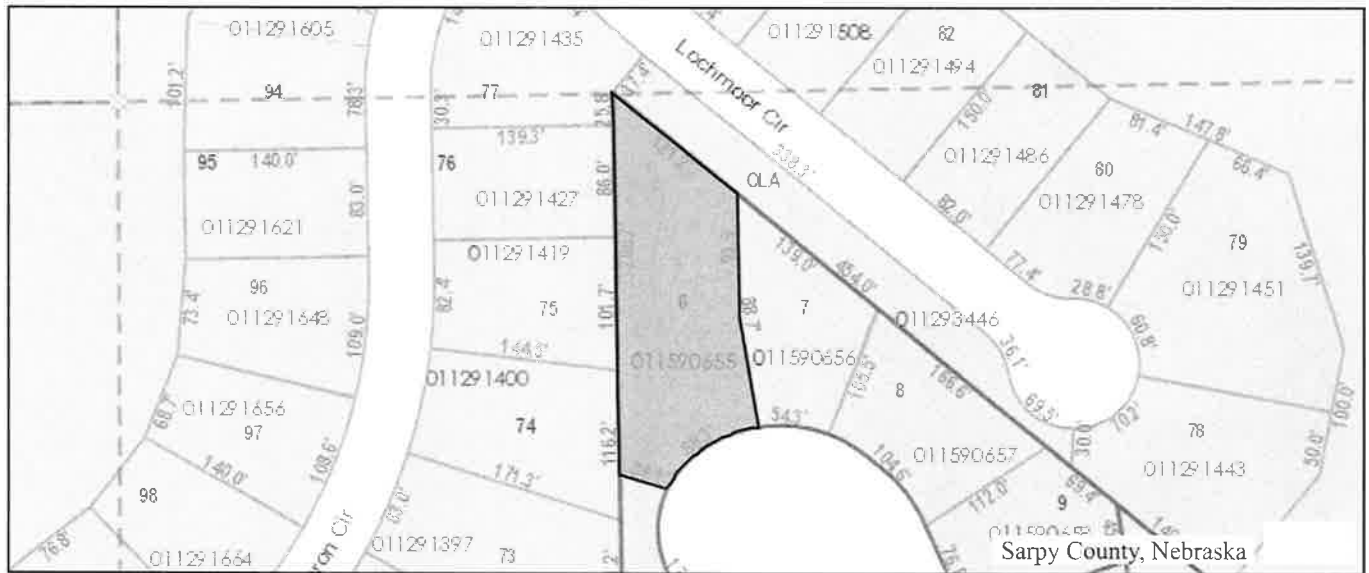
Misc

Description	Sqft or Quantity
-------------	------------------

Sales Information (Updated 1/9/2020)

Sale Date B & P	Grantor	Grantee	Total Sale Price	Adjusted Sale Price
10/17/2018 2018-24767 Form 521	THOMPSON/MARY A TRUSTEE 302 AVIAN CIR S BELLEVUE NE 68005-	SID # 265 11440 W CENTER RD OMAHA NE 68144-	\$0	\$0
3/1/2018 2018-05130 Form 521	THOMPSON/MARY ALICE 302 AVIAN CIR S BELLEVUE NE 68005-	THOMPSON/MARY A TRUSTEE 302 AVIAN CIR S BELLEVUE NE 68005-	\$0	\$0
6/29/2015 2015-15404 Form 521	THOMPSON LAND AND OIL CO LLC 3906 RAYNOR PKWY STE 300 BELLEVUE NE 68123-	THOMPSON/MARY ALICE 302 AVIAN CIR S BELLEVUE NE 68005-	\$0	\$0

GIS Information



Voting Information

Voting Precinct: 8	US House of Representatives: District 1
State Senate: District 45	County Commissioner: District 1
City Ward: Bellevue Ward 1	Nebraska Supreme Court: District 4
Public Service Commission: District 3	Papio NRD: District 11
OPPD: District 3	MUD: MUD
Metro Community College: District 5	Board of Education: District 2
Board of Regents: District 2	School District: Bellevue
Learning Community: District 5	

Levy Information

Levy Information 2019
[View Past Levy Information](#)

Fund	Description	Levy
1	COUNTY LEVY	0.2969
100	BELLEVUE SCH BOND	0.149609
101	BELLEVUE SCHOOL	1.05
202	LEARNING COMM GENERAL	0.016052
301	EASTERN SARPY FIRE	0.1744
311	EASTERN FIRE BOND	0.012019
501	PAPIO NATURAL RESRCE	0.031015
502	PAPIO NRD BOND	0.006369
701	MUD	0
801	METRO COMMUNITY COLL	0.095
901	AGRICULTURAL SOCIETY	0.002758
1003	ED SERVICE UNIT 3	0.015
2265	SID 265	0.239997
23265	SID 265 BOND	0.320004
	Total Levy	2.409123

Treasurer Information

Property Class	9000	Foreclosure #	
Mortgage Company #		Foreclosure Date	
Mortgage Company			
Exemption Code		Exemption Amount	
Specials	<u>THERE IS/ARE 0 OUTSTANDING SPECIAL(S) ON THE PROPERTY.</u>		
Tax Sales	<u>No Tax Sale Entry(s) Found or All Tax Sales Entry(s) Redeemed.</u>		
Certificate #		Maturity Date	
Redemption #		Redemption Date	
Bankruptcy	NO		

Tax Information

*Click Statement Number to see Treasurer information for paying your taxes with a credit card or
Echeck or to print your receipt for a payment you have made by mail or online.

Year	Statement	Tax District	Source	Taxes Due	Total Due	Balance
2019	<u>2019-011590655</u>	10116	REAL	\$0.00	\$0.00	\$0.00
2018	<u>2018-011590655</u>	10116	REAL	\$0.00	\$0.00	\$0.00
2017	<u>2017-011590655</u>	10116	REAL	\$830.36	\$830.36	\$0.00
2016	<u>2016-011590655</u>	10116	REAL	\$1,285.90	\$1,285.90	\$0.00
2015	<u>2015-011590655</u>	10116	REAL	\$851.98	\$851.98	\$0.00
2014	<u>2014-011590655</u>	10116	REAL	\$734.88	\$734.88	\$0.00
2013	<u>2013-011590655</u>	10116	REAL	\$662.80	\$662.80	\$0.00
2012	<u>2012-011590655</u>	10116	REAL	\$652.62	\$652.62	\$0.00
2011	<u>2011-0041675RP</u>	10116	REAL	\$739.02	\$739.02	\$0.00
2010	<u>2010-0043821RP</u>	10116	REAL	\$738.92	\$738.92	\$0.00
2009	<u>2009-0047846RP</u>	10116	REAL	\$742.72	\$742.72	\$0.00
2008	<u>2008-0052383RP</u>	10116	REAL	\$929.82	\$929.82	\$0.00
2007	<u>2007-0058207RP</u>	10116	REAL	\$699.60	\$699.60	\$0.00

Property Detail Report

Parcel ID: 011590655



Parcel Information

Situs: 13402 Spencer Cir

Owner: Sid # 265

11440 W Center Rd
Omaha, NE 68144

Legal: Lot 6 Tregaron Woods Replat I

Subdivision: Tregaron Woods Replat I (61218)

Tax District: 10116

Approx. Size: 0.55 ac

PLSS: SE-10-13-13

City: City of Bellevue



Services

School District: Bellevue

Fire District: Bellevue Fire

Law: Bellevue Police

Electricity: OPPD

Water/Gas: MUD

Wastewater: Bellevue

Environmental

Basin(s): Missouri River ~100.0%

Floodway: n/a

Flood Zone(s):

Area of Minimal Flood Hazard ~100.0%



Zoning

Zoning:

RS-72 - Single Family Residence - 7,200 Sq. Feet (Bellevue) ~100.0%

Zoning Overlay:

PS - Planned Subdivision () ~100.0%

Future Land Use:

MDR - Med Density Residential (Bellevue) ~100.0%

This report was dynamically assembled from various layers of geographical information, some of which is not maintained by Sarpy County. This report may or may not accurately represent the source parcel completely and correctly. Any reliance on this data is at the sole risk of the user.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16f.
1/21/2020

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

SUBJECT:

Extension of Custom Farming Contracts for 2020

SYNOPSIS/BACKGROUND:

The city owns land that is held for future economic development and amenities for residents such as parks and recreation. An income stream can be achieved during the incubation period by custom farming the land. The contractor that has been performing the custom work has been an excellent steward of the land and generated income for the city. This agenda item extends his contract:

- (1) Tenth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest soybeans on the approximately 61 acres at 36th and Capehart Road in an amount not to exceed \$24,690 (\$22,445.81 plus ~10% contingency). The number of tillable acres is expected to decline as the city puts the land to its intended use. This bid includes a fertilizer application.
- (2) Tenth Extension to the Contract with Justin Thoms for Custom Farming to plant and harvest soybeans on the approximately 62 acres at the Bellevue Sports Complex at Cunningham Road, west of Harlan Lewis Road, and in an amount not to exceed \$24,309 (\$22,099.02 plus ~10% contingency). This bid includes a fertilizer application.

FISCAL IMPACT: **r20k** BUDGETED FUNDS: **YES** GRANT/MATCHING FUNDS: **NO**

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: Custom Farming	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION: Custom Farming Contract		
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"/>
CIP PROJECT NAME: <input type="text"/>		INSURANCE REQUIRED: NO
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:

Approve the Tenth Extension to the Contract with Justin Thoms for Custom Farming approximately 61 acres at 36th and Capehart Road in an amount not to exceed \$24,690.00 and the Tenth Extension to the Contract with Justin Thoms for Custom Farming approximately 62 acres at the Bellevue Sports Complex in an amount not to exceed \$24,309.00 and to waive Council Policy 4 requiring solicitation of bids for goods and services costing more than \$30,000.

ATTACHMENTS:

- | | | |
|---|--|------------------------------------|
| 1. Tenth Extension-61 Acres | 2. Bid for Capehart Farm 61 Acres | 3. Tenth Extension-62 Acres |
| 4. Bid for Sports Complex 62 Acres | 5. <input type="text"/> | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. Breyer
[Signature]
[Signature]

Tenth Extension to the Contract

This Custom Farming Contract for the Capehart Farm property located at 36th and Capehart Road, Bellevue, Nebraska, originally dated April 8, 2009, and extended on February 12, 2010, and further extended on February 14, 2011, January 23, 2012, on November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on March 13, 2017, on March 26, 2018, and on March 11, 2019 shall be further extended from January 1, 2020 to December 31, 2020, at the rates and charges specified on the attached Attachment "A", which is hereby made a part of this contract.

Dated this ____ day of January, 2020.

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF BELLEVUE, Nebraska

By: _____
Mayor, Rusty Hike

CUSTOM OPERATOR

By: _____
Title: _____
(if corporation, partnership or LLC)

Tenth Extension to the Contract

This Custom Farming Contract for the 62 acre parcel located at the Bellevue Sports Complex, Bellevue, Nebraska, originally dated February 12, 2010, and extended on February 14, 2011, and further extended on January 23, 2012, November 26, 2012, on February 10, 2014, on March 9, 2015, on March 14, 2016, on February 13, 2017, on March 26, 2018, and on March 11, 2019 shall be further extended from January 1, 2020 to December 31, 2020, at the rates and charges specified on the attached Attachment "A", which is hereby made a part of this contract.

Dated this ____ day of January, 2020.

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF BELLEVUE, Nebraska

By: _____
Mayor, Rusty Hike

CUSTOM OPERATOR

By: _____
Title: _____
(if corporation, partnership or LLC)

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

16g.
1/21/2020

COUNCIL MEETING DATE:	1-21-2020	AGENDA ITEM TYPE:	
SUBMITTED BY: Fire Chief	SPECIAL PRESENTATION		
	ORDINANCE		PUBLIC HEARING REQUIRED
	RESOLUTION		PUBLIC HEARING REQUIRED
	CURRENT BUSINESS	<input checked="" type="checkbox"/>	PUBLIC HEARING REQUIRED
	CONSENT		
	OTHER (SEE CLERK)		

SUBJECT:

Operative IQ Licensing Agreement

SYNOPSIS:

The Fire department requests 5 additional software licenses for fire/EMS inventory tracking software.

BACKGROUND

The Fire Department currently has 11 software licenses for apparatus supply and inventory management. However, there are not enough licenses for all of the front line apparatus. This software assists in cost control and minimizes loss due to expiration. It also provides ongoing record keeping and reporting.

FISCAL IMPACT: \$ 0.00

BUDGETED FUNDS? N/A

GRANT/MATCHING FUNDS? N/A

SEE ATTACHMENT "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:	
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 and authorize the Mayor to sign the agreement with the stated terms.

ATTACHMENTS:

- | | |
|---|----------------------------------|
| 1 | Operative IQ Licensing Agreement |
| 2 | Boundtree Pricing Summary |
| 3 | |

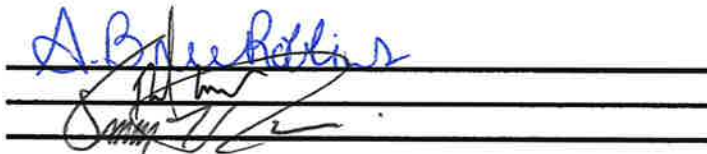
4	
5	
6	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL TO SUBMIT:





Operative IQ Licensing Agreement

Customer

Name: Bellevue Fire Department
Address: 211 West 22nd Avenue
Bellevue, NE 6805
Attention: Shari Lentsch
E-mail: Shari.Lentsch@bellevue.net

Company

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016
Mark Dougherty
Mark.Dougherty@sarnova.com

This Licensing Agreement (the "Agreement") is hereby entered this ____ day of _____, 2019 (the "Effective Date") by and between Company and Customer (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will grant a license to Customer for the Operative IQ Mobile Inventory Management System for Emergency Medical Services (the "Software").
2. **Term.** The term of this Agreement shall become effective as of the Effective Date and shall remain in full force and effective for 3 year(s) after the Effective Date unless otherwise terminated in accordance with the provisions set forth herein.
3. **Grant of Non-Exclusive License.** Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive irrevocable license to the Software during the Term (the "License").
4. **Licensing Fee.** The fee for each License shall be as specified on Exhibit A, per Contract Year, payable as of the respective Contract Year. For this purpose a "Contract Year" is the twelve (12) consecutive month period beginning on the Effective Date, and each succeeding Twelve (12) month consecutive 12 month period during the Term. If this Agreement ends prior to the end of a Contract Year, the annual License fee will be pro-rated to reflect the number of months in the final Contract Year. The number of Licenses issued under this Agreement is as specified in Exhibit A.
5. **Software Accessories.** Customer may purchase Software Accessories needed to operate the software at the prices specified on Exhibit A and shall be payable at the time of purchase.
6. **Set Up and Training.** Set up of the Software shall be performed by the software developer at the price specified on Exhibit A.
7. **Warranties.** The Software and Software Accessories carry only those warranties made for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL,

CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE SOFTWARE AND SOFTWARE ACCESSORIES.

9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous. Neither party will make any press release nor other public announcement regarding this Agreement without the other party's prior written consent except as required under applicable law or by any governmental agency.
11. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
12. **Relationship of Parties.** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other Party.
13. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of



Operative IQ Licensing

the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.

14. **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. In addition, a copy of any notice to Company must be sent to General Counsel, Bound Tree Medical, LLC, 5000 Tuttle Crossing Blvd., Dublin, OH 43016 (such copy shall not constitute legal notice).
15. **Headings.** The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
16. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another

jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.

17. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
18. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.
19. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
20. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Company Agreement as of this ___ day of ____, 2019

Customer

By: _____

Name: _____

Title: _____

Bound Tree Medical, LLC

By: _____

Name: Mark J. Dougherty

Title: Secretary & Treasurer

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

**Customer**

Name: Bellevue Fire Department
Address: 211 West 22nd Avenue
Bellevue, NE 6805
Attention: Shari Lentsch
Telephone: (402) 917-6779
Email: Shari.Lentsch@bellevue.net

Company

Bound Tree Medical, LLC
5000 Tuttle Crossing Blvd.
Dublin, OH 43016
Attention: Mark Dougherty
Telephone: 614.760.5018
E-mail: Mark.Dougherty@sarnova.com

This Rebate Agreement (the "Agreement") is hereby entered this ____ day of _____, 2019 (the "Effective Date") by and between Customer and Company (referred to herein as the "Parties" or "Party").

1. **Scope.** The terms and conditions below represent the terms and conditions under which Company will pay a rebate to Customer. The terms and conditions of any supply or similar contract executed, between the Parties shall apply to and govern this Agreement, to the extent the terms of that agreement do not conflict with the terms set forth herein. This Agreement shall include Exhibit A hereto, which is incorporated herein by reference.
2. **Eligibility for Rebate.** If the volume of products purchased by Customer from Company during the period of time set forth in Exhibit A (the "Rebate Period") satisfies or exceeds the minimum purchase targets specified in Exhibit A, Customer shall be eligible for a rebate in the amount specified in Exhibit A.
3. **Payment of Rebate.** The rebate is payable (as soon as practicable after the close of the Rebate Period) by credit memo upon calculation and approval of the rebate by Company.
4. **Compliance with Safe Harbor Requirements.** The Parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.
5. **Term.** This Agreement shall commence on the Effective Date and continue for a period of three years unless otherwise terminated in accordance with the provisions set forth herein.
6. **Confidentiality.** Neither Party may disclose the terms and conditions of this Agreement to a third Party without the prior written consent of the other, except as required by law or as necessary to perform its obligations under this Agreement. Notwithstanding the foregoing, Company may use certain Customer information as input data in a database where Customer's identity shall be kept anonymous.
7. **Warranties.** THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING PRODUCTS PURCHASED FROM COMPANY AND/OR THE REBATE..
8. **Limitation of Liability.** COMPANY SHALL NOT BE LIABLE FOR PUNITIVE, SPECIAL, PROXIMATE, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DAMAGES OR NONCONFORMITY OF THE SOFTWARE AND

SOFTWARE ACCESSORIES.

9. **Force Majeure.** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
10. **Termination.** Each Party reserves the right to terminate the Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; (b) the other Party commits or suffers any act of bankruptcy or insolvency; (c) upon notice of termination after notice of a material breach has been given and such breach is not cured within thirty (30) days following the notice of breach. Company may terminate this agreement at any time upon written notice to the Customer.
11. **Assignment.** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning party's assets, or (b) then non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Supplier or Company shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in Columbus, Ohio.
13. **Waiver of Jury Trial.** CUSTOMER AGREES TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF THE DISPUTE OR CLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE,

BETWEEN ANY OF THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THIS AGREEMENT.

14. **Miscellaneous.** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customer's "own use" as such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either party unless reduced to writing and signed by an authorized employee of the party to be bound.
15. **Counterparts.** Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2019.

Customer

By: _____

Name: _____

Title: _____

Bound Tree Medical, LLC

By: _____

Mark Dougherty, Treasurer & Secretary

ATTACHMENT "A"

Fiscal Impact: \$0

The agreement attached is for \$6,300 with a rebate for those 3 years of \$6,300 for purchases of at least \$80,000 per year. We currently exceed this amount of Boundtree purchases yearly.



Exhibit A*

Customer Name: Bellevue Fire Department
BTM Customer Number: 106474
BTM Account Manager: Brooke Teeselink
Number of Inventory Management Licenses: 5
Rebate Period: 3 Years

Bound Tree Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Inventory Management Licenses	\$2,100	\$2,100	\$2,100	\$6,300
Total Fees Before Rebate	\$2,100	\$2,100	\$2,100	\$6,300

Bound Tree Discount Pricing Summary	Year 1	Year 2	Year 3	TOTAL
Rebate Percentage for Licenses	100%	100%	100%	
Inventory Management Licenses	\$0	\$0	\$0	\$0
Total Fees After Rebate	\$0	\$0	\$0	\$0

Rebate Calculation	Year 1	Year 2	Year 3	TOTAL SAVINGS
Rebate Percentage	100%	100%	100%	
Minimum Purchase Commitment for Rebate	\$80,000	\$80,000	\$80,000	
Rebate Amount	\$2,100	\$2,100	\$2,100	\$6,300

*To the extent any item is provided at no charge, it is deemed to be provided at a discount on the full price of such item. These discounts are governed by the terms of a separate rebate agreement between the Parties. The parties acknowledge that the rebate provided under the terms of this Agreement constitutes a "discounts or other reductions in price" under section 1128 B(b)(3)(A) of the Social Security Act 42 U.S.C. 1320a-7b(b)(3)(A). Accordingly, Customer shall disclose the discount to any state or federal program that provides cost or charge-based reimbursement to the extent required by law.

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

**16h.
1/21/2020**

COUNCIL MEETING DATE: 01/21/2020		SUBMITTED BY: Public Works - Street Dept		
AGENDA ITEM:		CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>		ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>		CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Purchase of five (5) remaining dump trucks planned for replacement in the FY19-20 budget.

SYNOPSIS/BACKGROUND:

Replacement of one (1) 2005 model year, tandem axle dump/plow trucks - Street 39
 Proposal, replacement pricing - \$259,409
 Build-out pricing for chassis, hydraulics and controllers, lights, anti-icing system and spreader, plow and wing, dump body

Replacement of four (4) 2000 and 2001 model year, single axle plow trucks - Street 13, Street 17, Street 49 and Street 50 (International IHC 4900)
 Proposal, replacement pricing - three (3) HV507 standard dump trucks @ \$173,448 ea
 - one (1) HV507 4x4 dump truck @ \$197,448
 Build-out pricing for chassis, hydraulics and controllers, lights, spreaders, plows, dump bodies

FISCAL IMPACT: \$977,201.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED: YES		
CIP PROJECT NAME: Vehicles and Equipment	CIP PROJECT NUMBER: Streets 20(15)	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE:	ACCOUNT NUMBER:	

RECOMMENDATION:

Purchase. Lead time for truck/chassis order production and up-building can run from 8-10 months from time of order. The intent of this purchase would be to have the trucks ready for next winter season.

ATTACHMENTS:

- | | | |
|------------------------------------|-------------------------------------|------------------------------------|
| 1. City of Bellevue Proposal 12676 | 2. City of Bellevue Proposal 112669 | 3. City of Bellevue Proposal 12664 |
| 4. Henderson Quote email | 5. | 6. |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

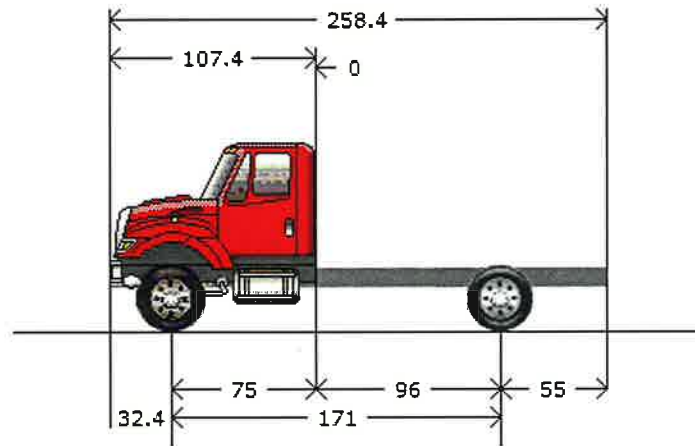
ADMINISTRATOR APPROVAL AS TO FORM:

A. Baez Robbins
[Signature]
[Signature]

Prepared For:
 CITY OF BELLEVUE
 Bobby Riggs
 210 W Mission Ave.
 Bellevue, NE 68005-5299
 (402)293 - 3126
 Reference ID: Std. Dumps

Presented By:
 CORNHUSKER INTERNATIONAL TRUCKS, INC
 Rob Roane
 4502 S. 110th Street
 Omaha NE 68137 -
 (402)331-8801

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2021 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 35000. Calc. GVWR: 36220 Calc. Start / Grade Ability: 44.14% / 2.83% @ 55 MPH Calc. Geared Speed: 73.5 MPH
DIMENSION:	Wheelbase: 171.00, CA: 96.00, Axle to Frame: 55.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WK Location 1: 0316, Orange (Custom) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
HV50700	Base Chassis, Model HV507 SFA with 171.00 Wheelbase, 96.00 CA, and 55.00 Axle to Frame.	5946/3741	9687	\$86,329.00
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8	\$84.00
1572	TOW HOOK, REAR (2)	0/10	10	\$75.00
1ANA	AXLE CONFIGURATION {Navistar} 4x2	0/0	0	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.			
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	129/242	371	\$783.00
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0	\$0.00
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	142/-37	105	\$590.00
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump	41/4	45	\$155.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	0/0	0	\$0.00
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity	60/0	60	\$973.00
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	44/0	44	\$311.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6			
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	26/0	26	\$265.00
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	0/0	0	\$0.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	0/0	0	\$0.00
4EBT	AIR DRYER {Bendix AD-IP} with Heater	16/11	27	\$526.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/39	39	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	18/0	18	\$0.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/26	26	\$0.00
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0	\$0.00
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	13/8	21	\$50.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Brakes	5/0	5	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes	0/6	6	\$70.00
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	0/0	0	\$288.00
5710	STEERING COLUMN Tilting and Telescoping	16/3	19	\$463.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0	\$0.00
5PSA	STEERING GEAR {Sheppard M100} Power	0/0	0	\$0.00
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	8/30	38	\$612.00
7BEV	AFTERTREATMENT COVER Steel, Black	10/3	13	\$0.00
7BKS	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	125/51	176	\$2,128.00
7WAZ	TAIL PIPE (1) Turnback Type	0/0	0	\$64.00
7WDM	EXHAUST HEIGHT 10'	2/0	2	\$0.00
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	0/0	0	\$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0	\$0.00
	<u>Includes</u>			
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab			
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel			
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever			
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light			
	: STARTER SWITCH Electric, Key Operated			
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector			
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature			
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever			
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted			
	: WIRING, CHASSIS Color Coded and Continuously Numbered			
8541	HORN, ELECTRIC (2) Disc Style	1/0	1	\$29.00
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense	0/0	0	\$0.00
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	0/3	3	\$209.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	23/30	53	\$103.00
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights	0/2	2	\$74.00
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	2/0	2	\$163.00
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input, MP3, Apple Device Play & Control	4/0	4	\$483.00
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0	\$48.00
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	2/0	2	\$158.00
8TPS	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Inside Rails, Includes LED License Plate Light	-3/14	11	\$250.00
8WBW	JUMP START STUD Remote Mounted	2/0	2	\$168.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	2/1	3	\$59.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0	\$0.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0	\$42.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/1	9	\$0.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0	\$0.00
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	-12/6	-6	\$461.00
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord	3/0	3	\$94.00
8XJE	TURN SIGNALS, FRONT Dual Face, LED, Amber/Amber, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	0/0	0	\$187.00
9585	FENDER EXTENSIONS Rubber	6/0	6	\$104.00
9AAB	LOGOS EXTERIOR Model Badges	0/0	0	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0	\$0.00
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10	\$167.00
9HBM	GRILLE Stationary, Chrome	0/0	0	\$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2	\$76.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5	\$131.00
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"			
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0	\$0.00
10771	PAINT CLASS Single Custom Color	0/0	0	\$600.00
10943	KEYS - ALL ALIKE Fleet - Includes Ignition and Cab Door Keys	0/0	0	\$48.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/-40 Degrees C, Freeze Protection	0/0	0	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3	\$98.00
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door			
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	10/0	10	\$353.00
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)	559/5	564	\$7,875.00
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed	0/0	0	\$0.00
	<u>Includes</u> : FAN Nylon			
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler	0/0	0	\$0.00
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber			
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control	2/0	2	\$301.00
12VHJ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2020	0/0	0	\$0.00
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0	\$0.00
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use	0/0	0	\$45.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0	\$0.00
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines	0/0	0	\$45.00
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	203/80	283	\$9,976.00
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type	25/0	25	\$667.00
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter	0/0	0	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0	\$141.00
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0	\$0.00
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0	\$0.00
14ARB	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, 200 Wheel Ends . Gear Ratio: 5.63	0/218	218	\$1,767.00
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/62	62	\$169.00
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0	\$260.00
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0	\$123.00
15LPE	LOCATION FUEL/WATER SEPARATOR Mounted Inboard of 5 Gallon DEF Tank, Under Cab	2/-2	0	\$50.00
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	29/5	34	\$294.00
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	-2/19	17	\$178.00
16030	CAB Conventional, Day Cab	0/0	0	\$0.00
16BAM	AIR CONDITIONER with Integral Heater and Defroster	54/2	56	\$923.00
16GDG	GAUGE CLUSTER Premium Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 5 Inch LCD Color Display	0/0	0	\$488.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1	\$48.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	-12/-6	-18	\$116.00
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3	\$118.00
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.	9/0	9	\$265.00
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl	14/9	23	\$368.00
16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0	\$462.00
<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"				
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0	\$0.00
<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap				
16VKX	MONITOR, TIRE PRESSURE {SmarTire} System gives Warning that Tire Pressure is below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Premium Level Cluster	0/0	0	\$1,580.00
16VSL	WINDSHIELD Heated, Single Piece	0/0	0	\$632.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3	\$39.00
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0	\$76.00
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0	\$0.00
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0	\$0.00
16XJP	INSTRUMENT PANEL Wing Panel	0/0	0	\$333.00
16XXC	COWL TRAY LID	7/4	11	\$200.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0	\$0.00

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>List</u> (US DOLLAR)
27DTJ	WHEELS, FRONT {Maxion 90541} DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-4/0	-4	(\$37.00)
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-8	-8	(\$58.00)
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$24.00
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0	\$48.00
7372135423	(4) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/60	60	\$160.00
7382135438	(2) TIRE, FRONT 11R22.5 Load Range H HSC 3 (CONTINENTAL), 496 rev/mile, 68 MPH, All-Position	32/0	32	\$332.00
OBD001	NEUTRAL AT STOP Neutral At Stop	1/1	2	\$50.00
Total of Product Features				\$126,337.00
Cab schematic 100WK				
Location 1: 0316, Orange (Custom)				
Chassis schematic N/A				
Services Section:				
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0	\$0.00
Total of Service Features				\$0.00
Total Component Weight:		7603/4646	12249	
Total List Price Including Options:				\$126,337.00
1	Henderson Quote 131789 for Std. Dump Body, Pre-Wet, Plow, SS Sander and Force America Hydraulics	0/0	0	\$88,948.00
Total Body Allied:		0/0	0	\$88,948.00

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$126,337.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$126,337.00
Freight	\$2,250.00	
Total Freight:		\$2,250.00
Total Factory List Price Including Freight:		\$128,587.00
Less Customer Allowance:		(\$44,087.00)
Total Vehicle Price:		\$84,500.00
Total Body/Allied Equipment:		\$88,948.00
Total Sale Price:		\$173,448.00
Total Per Vehicle Sales Price:		\$173,448.00
Total For 3 Vehicle Sales:		\$520,344.00
Net Sales Price:		\$520,344.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 1
Quote #131789
Rev #27

To: Cornhusker International
Attn: Cornhusker Internatioanl
Quote Date: 12/13/2019
Valid Until: 1/12/2020

Quoted By: Doug Frauenholtz
Phone: 563-927-2828
Cell: 563-929-0071
Fax: 563-927-2521
Email: dfrauenholtz@hendersonproducts.co

Quoted:
Single Axle Mark E

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Installation Workup

Facility: IDC-IA
Completed Truck Delivery Method: Henderson Delivers (161-250 miles)
Chassis Make: International
Chassis Model Yr: 2018

Hitch Type: Low Profile or Manual Tilt Type Hitch
Mount Type: Cheek Plate Mount Kit (Select type below)
Mount Kit Model (Req'd): Low Pro/MT Ck Plt Kit (No Wng, 34"w Full Frame)
Front Bumper: Structural Channel Bumper (2pc design) (IDC Material)

Front Plow Type: Standard Henderson Plow
Plow Markers (Front Plow): IDC Install of fact supplied markers, sales to order w/ unit
Rubber Deflector Install: Supplied/Installed @ Factory, sales to order w/ unit
Plow Jack Install: Supl'd/Instl'd on plow @ Factory, Sales order with unit

Dump Body Type: Mark E Single Axle
Floor Length: (10') Floor length
Hoist Type: Tele Trun Hoist, no Subframe, Internal Doghouse
Cylinder Type: Double Acting
Body Material (Sides/ends): Painted Steel Type Body Material
Tailgate Release Type: Factory supplied electric over air valve release
Pressure Protection Valve: Direct to air tank valve (All chassis except Int & Mack)
Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit
Step(s): Supplied and install @ IDC (select from step options below)
Step QTY: 1
Step 1 Type: SS Serrated 18" Step (Rub Rail/Side Brace)
Step 1 Location: Driver Side Front, outside
Grab Handle(s): (1) IDC supplied/installed grab handle (select type below)
Grab Handle 1 Type: SS 12" grab handle
Shovel Holder: (1) IDC Supl'd Spring Loaded SS Shovel Holder, no brckt
Shovel Holder Loc (1): Driver side headsheet

Body Spec Notes:





HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

Page 2

Spreader Type: FSH
FSH Drive Type: Hydraulic
FSH Mount Type: Slip in Mount
Slip in Tie Downs: IDC supp'd Weld-On Winch kit, Mild (w/4" x 60" straps)
Trunnion Latch: Install Fact Sup'd Trun Latch Bar, sales to order with unit
FSH Spinner Configuration: Standard Spinner install

Prewet/Liquid System: V-box Prewet System
System Type: FSH
Tank Configuration: Factory Supplied/Installed (Sales to order w/unit)
Drive Configuration: Electric Drive, Vendor Supplied (sales to quote w/ hyd)
Controls: Supplied by IDC (sales to order w/ hyd cntrls)
Feedback Sensor: Factory Supplied/Installed (Sales to order w/unit)

Liquid Details:

Chassis Accessories: Yes (SELECT RELATED OPTIONS BELOW)
Mudflaps (Rear): Swinging w/Logo
Mudflap Type (Rear): 36" Swinging, SS (with LOGO)
Mudflaps (Front): Frame Mounted w/Logo
Mudflap Type (Front): Frame Mntd, Rubber, SS w/anti-sail brackets W/Logo
Pintle Plate: None (Cover Plate Only)
Pintle Hook: Not Required
Truck Wash: Complete Truck Wash/Clean/Vac 1
Warranty: Standard 1 Year Warranty
Inspection: Walk-around meeting only
Training: Yes, Training Required
Install Touch-up: Basic Installation Touch-Up

Electrical: Yes (SELECT RELATED OPTIONS BELOW)
Power Distribution Panel: Power Distribution Panel
Misc Electrical Supplies: Req'd Misc Elect Supplies
Plow Lights: Plow Lts, Hella 220, HALO, Except Frtlnt/Mack/Pbilt (PAIR)
Plow Light Brackets: Plow Lt Hood Brckts, SS, INTERNATIONAL
Rear Dump Bolster (S/T/T): LED S/T/T, kit (West) (order holes)
OEM Light Remount: Remount OEM Chassis Lights
Back up alarm: Backup Alarm, 97db
License Plate Lights: Remount OEM light(s)
Backbone & Wire Standoffs: 10' Backbone (For SA)
Electrical Install Opt 1: Whelen Lighting System

Electrical Spec Notes:





HENDERSON

PRODUCTS, INC.

916 S 10TH ST
MANCHESTER, IA 52057
PHONE: 563-927-7000
FAX: 563-927-7001

CUSTOMER QUOTE

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Hydraulics: Full Hydraulic Package
Hyd Supplier: Force America (Select Pkg Below)
Hyd Supplier (Spec): QT001-1158896-1
Controls Type: Electric Controls
Reservoir Type: Supplied With Hydraulics
Valve Enclosure Type: Supplied With Hydraulics
Low Oil Shut Down: Yes, included in Hyd Pkg
High Temp Oil Shut Down: Yes, included in Hyd Pkg
Low Oil Indicator: Yes, included in Hyd Pkg
Quick Coupler Upgrade: Standard Quick Couplers
Hyd Options 1: Precise

Hydraulics Notes:

IDC Paint Location: IDC-IA
Body Paint Type: Powder Paint
Powdercoat Paint (Body): 10' MKE/3, All colors from chart, non-metal, Blast, Prim
Paint
Paint Code & Color (from color charts):

Reversible snow plow

Plow Length: 11' length
Moldboard Trip: Adjustable cutting edge trip - torsion spring
Pushframe Type: Standard Circle Frame with Top Mount Cylinders
Moldboard Height: 42" height
Moldboard Shield: Standard shield
Moldboard Sheet Material: 10 GA GR50 steel (standard)
Moldboard Cut-Out / Bars: Mailbox cutout on right side of moldboard
Adjustable Trip Spring: Adjustable cutting edge trip springs
Hydraulic Cylinders: 3" x 1 1/2" x 10" reversing nitrided cylinders
Paint: Henderson Orange
12" Rubber Deflector: Yes, w/ SS Backer
Install Rubber Deflector: Yes
36" Plastic Side Markers, Pair: Yes
Parking Jack, Screw Adjustable: Yes
Install Parking Jack: Yes
Cutting Edge: Std 5/8" x 8" One Piece AASHTO punch
Hitch, Plow Portion: Quick Link hitch
Plow Portion Installed on Plow: Yes
Hitch, Truck Portion: Quick Link





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Hydraulic Lift Cylinders, Truck Portion: 3" x 2" x 10" Nitrided Lift Cylinder ,
standard

Bumper to Frame Mounting Kit: Yes

Option 1 Description: Mailbox Cut on Left Side also

FSH salt / sand spreader

Spreader Model: FSH-I Salt/Sand Spreader

Hopper length: 9'

Hopper material: 201SS - 10 GA sides/ends, 7 GA sills/floor

Capacity: FSH-I 48" (5.1 CY) w/ formed chain shields

Conveyor: Pintle chain, 1/4" x 1 1/2" crossbars

Gearcase: 50:1 ratio, 1.5" shaft, 6 tooth sprockets

Spring loaded idler adjustment: Yes

Chute type: Standard Dump Over Chute Same Material as Hopper

Spinner disk: Standard disk with Stainless Vanes

Inverted vee: Inverted vee, 201ss

Install inverted vee: Install at factory

Screen type: Std. top grate screens

Install top grate screens: Install at factory

Extended front idler adjusters: Extended front idler adjusters

Extended front idler grease tubes: Extended front idler grease tubes

Trunnion latch for tailgate: Trunnion latch, Mild Channel (loose "SL")

Chain oiler: Chain oiler (installed)

PWS liquid pre-wetting system

Power Source: Hydraulic Powered Pump

Application: V-box spreader

Product Size: Full Size V-Box 8-9FT Long

Control Box: No Valve, Hydraulic Powered Pump and Flow Meter

Pump: Standard 4.1 GPM Bronze Gear Pump

Console: None-Deduct PWSH-I Console

Tank Size: (2) 100 Gal Poly Tanks w/plumb & HW Requires 24" Bracing

Spray Assembly: Std Variable Displacement Nozzle Assembly

Prewet Installed: Installation on FSH

Mounting Hardware: 304SS frame mount hardware for FSH

MARKE SA Dump Body

BODY LENGTH: 10ft BODY LENGTH

SIDE STYLE: STRAIGHT SIDES

SIDE HEIGHT (FROM FLOOR): 24" SIDE HEIGHT

REAR BODY PROFILE: STANDARD STRAIGHT VERTICAL GATE

REAR CORNER POSTS: REAR BOLSTERS 8" ABOVE SIDES

BOARD POCKETS: 2" WIDE BOARD POCKETS





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HOIST TYPE: TRN MOUNT TELE, NO SUBFRM, INTERNAL DOGHOUSE
HOIST CYLINDER/MODEL: MAILHOT CS-SERIES, DOUBLE ACTING, CS90-4.5-3DA
HYDRAULIC PUMP: NO FACTORY SUPPLIED HYDRAULIC PUMP
CYLINDER CRADLE STYLE: STANDARD HOIST CRADLE
INSTALL SUBFRAME AND/OR CYLINDER: SHIP LOOSE - DEALER TO INSTALL
HYDRAULIC RESERVOIR: NO RESERVOIR - DEALER TO SUPPLY
FLOOR MATERIAL: 3/16" AR400 FLOOR
FLOOR TO SIDE RADIUS: 5" RADIUS FLOOR TO SIDE
LONGSILL MATERIAL: 8" I-BEAM LONGSILLS (STANDARD SKIP WELD)
SIDES/HEADSHEET MATERIAL: 3/16" AR400 SIDES/HEAD
SIDE BRACING TYPE: NO SIDE BRACING
SIDE BRACE MATERIAL: NO SIDEBRACE
TOP RAIL STYLE: FLAT (2" FLAT, THEN SLOPED)
TOP RAIL MATERIAL: 10GA GRADE 50 TOP RAIL
RUB RAIL MATERIAL: 10GA GRADE 50 RUB RAIL
CONTOURED FRONT CORNER POSTS: NO FRONT CORNER POSTS
REAR CORNER POST MATERIAL: 10GA GRADE 50 REAR CORNER POSTS
TAILGATE STYLE: STANDARD TAILGATE
TAILGATE SHEET MATERIAL: 3/16" AR400 TAILGATE SHEET
TAILGATE BRACING: SINGLE HORIZONTAL TAILGATE BRACE
TAILGATE BRACE MATERIAL: 10GA GRADE 50 TAILGATE BRACING
TAILGATE TOP PIVOT HARDWARE: 1-1/4" PINS, 1" PLATES, NON-GREASABLE
TAILGATE LATCH TYPE: AIR PANCAKE TAILGATE RELEASE, SS BUSHINGS
TAILGATE RELEASE VALVE: ELECTRIC CONTROL TAILGATE RELEASE VALVE
TAILGATE PIN LANYARDS: NO TAILGATE PIVOT PIN LANYARDS
TAILGATE LIFT LOOP: NO TAILGATE LIFT LOOP OR DRING
LATCH JAWS: LOWER TG LATCH JAWS, NON-GREASABLE
COAL CHUTE: NO COAL CHUTE
REAR FACE LIGHT HOLES: (1) OBOUND LIGHT HOLE, EA BOLSTER REAR FACE
REAR SIDE MARKER LIGHT HOLE: NO SIDE MARKER LIGHT HOLES
EXTERIOR LIGHT BOXES INSTALLED: NO EXTERIOR LIGHT BOXES
LIGHTING PACKAGE: NO OEM LIGHTING PACKAGE
BODY HINGE CONSTRUCTION: STD 8" X 6" X 1/2" REAR HINGE ANGLE
BODY HINGE TYPE: GREASELESS COMPOSITE BUSHING HINGE BLOCKS (I)
BODY HINGE PAINT: YES, REAR HINGE PAINTED @ FACTORY
PAINT PREPARATION: NO PRIME-RAW STEEL FINISH (MILD OR AR BODIES ONLY)
CABSHIELD STYLE: STANDARD WELD ON CABSHIELD
CABSHIELD MATERIAL: 10GA W/ 7GA END PLATES (GRADE 50)
CABSHIELD SIZE: 22" X 78" CABSHIELD (1/2 CAB)
CABSHIELD MOUNTED LIGHT HOLES: FOUR OVALS, (1) FACING EACH SIDE, (2) FACING
FORWARD
INSTALL CABSHIELD: CABSHIELD SHIPPED LOOSE, DEALER TO INSTALL
ASPHALT LIP: NO ASPHALT LIP
WALK RAILS: NO WALKRAILS ON LOWER RUBRAILS
TARP RAILS: NO TARP RAILS
SIDE LADDERS: (NO) SIDE LADDER
STEP(S): NO STEP(S)
GRAB HANDLES: NO GRAB HANDLES
Show Options: No Additional Options





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Option 1 Description: NEDOR SS Stationary Cabshileld w/Reservoir
Option 2 Description: 134923.201/ 10573 (1) / 107798 (1) / 116158.201 (1)
Option 3 Description: 116199 (1), 116203 (1), 116205 (1), 76409 (1)
Option 4 Description: Valve enclosure for SS 9 setion 109932-304

Single Package: \$88,948.00

Package(s) : 1

Total: \$88,948.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com

Signed: _____ Date: _____

Quote notes:



CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16i.
1/21/2020

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

SUBJECT:

Approve interlocal agreement between the Papio Missouri River Natural Resource District and the City of Bellevue for a placement of a permanent pumping station located near the Offutt Ditch.

SYNOPSIS/BACKGROUND:

Approve inter local agreement between Papio Missouri Natural River Resource District and the City of Bellevue for the drainage study and pump sizing of a permanent pumping station located near the Offutt Ditch. Project cost not to exceed \$34,577 with the City of Bellevue's cost not to exceed \$17,288.50.

FISCAL IMPACT: \$17,288.50 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

City Council to approve the inter local agreemeten between Papio Missouri River Resource District and the City of Bellevue and for the Mayor to sign.

ATTACHMENTS:

1. interlocal	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

[Handwritten signatures]

AGREEMENT FOR COST SHARING

THIS AGREEMENT (hereinafter "Agreement") is made and entered into on this 6th day of January, 2020, by and between the CITY OF BELLEVUE, NEBRASKA, a municipal corporation and political subdivision of the State of Nebraska (hereinafter "BELLEVUE"), and PAPIO - MISSOURI RIVER NATURAL RESOURCES DISTRICT, a political subdivision of the State of Nebraska (hereinafter "DISTRICT"), collectively referred to herein as "the Parties".

WHEREAS, BELLEVUE and the DISTRICT would benefit from the placement of a permanent pumping station located at an approved location near the Offutt Ditch and Harlen Lewis Road; and,

WHEREAS, BELLEVUE plans to undertake a project for the conceptual design and cost estimate for said design (hereinafter "the Project"); and

WHEREAS, the Parties desire to share the cost of the Project as it will benefit both Parties.

NOW, THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. GENERAL PURPOSE: In consideration of these mutual promises, the Parties hereby agree to share the cost of the Project pursuant to the cost allocations specified in the Engineering Agreement with FYRA Engineering, a copy of which is attached hereto, consisting of three (3) pages, marked as "Exhibit A" and is hereby incorporated to this Agreement by reference. BELLEVUE shall enter into an Agreement with FYRA Engineering for the Project and shall be responsible for paying FYRA Engineering's invoices for the Project. The Parties agree to share, equally, the cost for the Project, up to and not to exceed, \$34,577.00. BELLEVUE shall submit a request for reimbursement to the DISTRICT for the DISTRICT's portion of the agreed upon costs which shall be paid to BELLEVUE without unreasonable delay. The maximum final Project cost for BELLEVUE is Seventeen Thousand Two Hundred Eighty-Eight Dollars and Fifty Cents (\$17,288.50). The maximum final Project cost for the DISTRICT is Seventeen Thousand Two Hundred Eighty-Eight Dollars and Fifty Cents (\$17,288.50).

2. DURATION: This Agreement shall commence immediately upon the execution hereof by the Parties and shall remain in effect until terminated. This Agreement shall terminate upon completion of the Project and upon satisfaction and payment by the Parties of all contracts associated with the Project. Either Party may terminate the Agreement by providing at least ninety (90) days advance written notice to the other Party. Project costs shall continue to be shared pursuant to this Agreement until the effective date of termination.

3. NONDISCRIMINATION: The Parties shall not, in the performance of the terms of this Agreement, discriminate or permit discrimination against any Party on account of race, national origin, sex, age, sexual orientation, or political or religious affiliations in violation of federal or state laws or local ordinances.

4. NO SEPARATE ENTITY: This Agreement does not create a separate legal or administrative entity. No other party or entity is a party to this Agreement, either directly or as a third-party beneficiary.

5. AGREEMENT COORDINATION: This Agreement shall be administered primarily through the Public Works Director for BELLEVUE and the General Manager for the DISTRICT. The aforementioned representatives shall be reasonably available to consult with each other and/or their representatives to discuss performance of this Agreement.

6. AMENDMENTS: This Agreement may not be amended except by mutual agreement of the Parties and then only in writing. Clarifications of this Agreement not inconsistent with its terms may be made in writing administratively between the Parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CITY OF BELLEVUE, NEBRASKA, a municipal
corporation and Nebraska political subdivision

By: _____
Rusty Hike, Mayor

Attest:

Susan Kluthe, City Clerk

PAPIO - MISSOURI RIVER NATURAL
RESOURCES DISTRICT, a political subdivision of
the State of Nebraska

By: _____
John Winkler, General Manager

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16j.
1/21/2020

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

SUBJECT:

Approve agreement between FYRA Engineering, LLC and the City of Bellevue for a study regarding the Bellevue Offutt Ditch Pump Station Study for a placement of a permanent pumping station located near the Offutt Ditch.

SYNOPSIS/BACKGROUND:

Approve agreement between FYRA Engineering, LLC and the City of Bellevue for a study regarding the Bellevue Offutt Ditch Pump Station Study for a placement of a permanent pumping station located near the Offutt Ditch. Project cost not to exceed \$34,577. Cost share with Papio Missouri River Natural Resource District.

FISCAL IMPACT: \$34,577.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY:	INTERLOCAL AGREEMENT: NO
CONTRACT DESCRIPTION:		
CONTRACT EFFECTIVE DATE: 11/21/2020	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME: Bellevue Offutt Ditch Pumping Station		
START DATE:	END DATE:	PAYMENT DATE:
		INSURANCE REQUIRED: NO
CIP PROJECT NAME:	CIP PROJECT NUMBER:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S):	
ACCOUNTING DISTRIBUTION CODE: 10-10-7050	ACCOUNT NUMBER:	

RECOMMENDATION:

City Council to approve the agreement between FYRA Engineering, LLC and City of Bellevue and for the Mayor to sign.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:





PROFESSIONAL SERVICES AGREEMENT

PROJECT: Bellevue Offutt Ditch Pump Station Study **FYRA Engineering JOB #:** 156-19-01

CLIENT: City of Bellevue Public Works Dept.

ADDRESS: 210 W. Mission Ave., Bellevue, NE 68005

CONTACT: Jeff Roberts, P.E. - Director **TEL:** 402-293.3025 **FAX:** _____

CONSULTANT: FYRA Engineering, LLC

ADDRESS: 12702 Westport Parkway, Suite 300

Omaha, Nebraska 68138

CONTACT: Michael K. Sotak, P.E. **TEL:** 402-502-7131 **FAX:** 402-932-6940

PROJECT DESCRIPTION: Update/refinement of study for feasibility of pumping station near Offutt Ditch inside R-616/613 levee district.

- ☒ **SCOPE OF SERVICES (See Attachment)** ☐ **SCHEDULE**
- ☒ **TERMS AND CONDITIONS** ☒ **ESTIMATE OF PROFESSIONAL SERVICES OR LIST OF HOURLY RATES**
- ☐ **ADDITIONAL PROVISIONS** ☐ **OTHER COMPENSATION**
- ☐ **LUMP SUM.** Compensation for these services shall be a Lump Sum of \$ ____.
- ☒ **TIME AND MATERIALS.** Compensation for these services will not exceed **\$34,577** without written authorization and will be based on the following option (per the attached Estimate of Professional Services or List of Hourly Rates), plus Reimbursable Expenses times a factor of 1.0 and Subconsultant Expenses times a factor of 1.0 and per FYRA Engineering LLC's attached Definitions.
- ☐ FYRA Engineering LLC's Direct Job Wages times a factor of ____.
- ☒ List of FYRA Engineering LLC's Hourly Rates.
- ☐ **COST PLUS FIXED FEE.** Compensation for these services shall be FYRA Engineering LLC's cost plus a fixed professional fee, including Reimbursable Expenses times a factor of ____ plus Subconsultant Expenses times a factor of ____ and per FYRA Engineering LLC's attached Definitions. The estimated compensation for services is \$ ____ plus a fixed fee of \$ ____ for a total of \$ ____.
- Direct Job Wages or Hourly Rates for Time and Materials or Cost plus Fixed Fee contracts are subject to change to reflect adjustments in salary levels for FYRA Engineering LLC.**

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, FYRA Engineering LLC. shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services.

SCHEDULE OF PAYMENTS: FYRA Engineering LLC. shall be paid monthly on the basis of invoices submitted. These invoices will be for the portion of the agreed upon compensation earned by FYRA Engineering LLC. during that month. (Cost plus Fixed Fee will be for costs incurred during the invoice period plus the portion of the agreed upon fixed fee earned by FYRA Engineering, LLC. during that month. Lump Sum will be based on percent of effort completed as estimated by FYRA Engineering, LLC. FYRA Engineering, LLC shall be paid for all invoices within 30 days of submittal. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to FYRA Engineering, LLC based on contractual terms. Invoices not in dispute and unpaid after 60 days shall accrue interest at the rate of 1½ percent per month (or the maximum percentage allowed by law, whichever is the lesser). See Standard Conditions for invoices unpaid after 60 days.

EXECUTION: Execution of this document by duly authorized representatives of FYRA Engineering, LLC and Client, including FYRA Engineering LLC's Standard Conditions (attachment), Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither FYRA Engineering LLC nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CLIENT: City of Bellevue

BY: Rusty Hike

SIGNATURE:

TITLE: Mayor

DATE: _____

CONSULTANT: FYRA Engineering LLC

BY: Michael K. Sotak, P.E.

SIGNATURE:

TITLE: Owner / Principal Engineer

DATE: 6 January 2020



PROFESSIONAL SERVICES AGREEMENT TERMS & CONDITIONS

SERVICES. FYRA Engineering will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. FYRA Engineering has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by FYRA Engineering in performing their services.

AUTHORIZED REPRESENTATIVES. The officer assigned to the Project by FYRA Engineering is the only authorized representative to make decisions or commitments on behalf of FYRA Engineering. The Client shall designate a representative with similar authority.

PROJECT REQUIREMENTS. The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to FYRA Engineering at Project inception. FYRA Engineering will review the Client design standards and may recommend alternate standards considering the standard of care provision.

SITE ACCESS. The Client shall obtain all necessary approvals for FYRA Engineering to access the Project site(s).

PERIOD OF SERVICE. FYRA Engineering shall perform the services for the Project in a timely manner consistent with sound professional practice. FYRA Engineering will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. FYRA Engineering shall be entitled to an extension of time and compensation adjustment for any delay beyond FYRA Engineering control.

COMPENSATION. In consideration of the services performed by FYRA Engineering, the Client shall pay FYRA Engineering in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of FYRA Engineering.

PAYMENT TERMS. FYRA Engineering shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. FYRA Engineering shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to FYRA Engineering is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give FYRA Engineering the right to stop work until payments are current. Non-payment beyond seventy (70) days shall be just cause for termination by FYRA Engineering.

ADDITIONAL SERVICES. The Client and FYRA Engineering acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, FYRA Engineering shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

INDEPENDENT CONSULTANT. FYRA Engineering shall serve as an independent consultant for services provided under this agreement. FYRA Engineering shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by FYRA Engineering.

STANDARD OF CARE. Services provided by FYRA Engineering will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. FYRA Engineering will not be liable for the cost of any omission that adds value to the Project.

COMPLIANCE WITH LAWS. FYRA Engineering shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, FYRA Engineering shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.



PERMITS AND APPROVALS. FYRA Engineering will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

OWNERSHIP OF DOCUMENTS. Documents prepared by FYRA Engineering for the Project are instruments of service and shall remain the property of FYRA Engineering. Record documents of service shall be based on the printed copy. FYRA Engineering will furnish documents electronically; however, the Client releases FYRA Engineering from any liability that may result from documents used in this form. FYRA Engineering shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

INSURANCE. FYRA Engineering will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Workers' Compensation</u>	As required by applicable state statute.
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate.
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage.
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate.

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. FYRA Engineering shall be a named insured on those policies where FYRA Engineering may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

WAIVER OF SUBROGATION. FYRA Engineering shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that FYRA Engineering will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

INDEMNIFICATION. FYRA Engineering shall indemnify the Client from any reasonable damages caused solely by the negligent act, error, or omission of FYRA Engineering in the performance of services under the Project. If such damage results in part by the negligence of another party, FYRA Engineering shall be liable only to the extent of their proportional negligence.

LIMITATION OF LIABILITY. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

LEGAL EXPENSE. In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within thirty (30) days of the court action.



CONSEQUENTIAL DAMAGES. Neither the Client nor FYRA Engineering shall be liable to the other for any consequential damages regardless of the nature or fault.

ENVIRONMENTAL MATTERS. The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, FYRA Engineering shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify FYRA Engineering from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of FYRA Engineering.

COST OPINIONS. If included in the scope of service, FYRA Engineering shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and FYRA Engineering acknowledge that actual costs may vary from the cost opinions prepared and that FYRA Engineering offers no guarantee related to the Project cost.

INDEPENDENT COUNSEL. The Client agrees to obtain independent legal and financial counsel for the Project considering FYRA Engineering does not furnish these services.

CONTRACTOR SELECTION. FYRA Engineering may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, FYRA Engineering shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. FYRA Engineering shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

CONSTRUCTION REVIEW. If included in the scope of service, FYRA Engineering shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make FYRA Engineering responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

REJECTION OF WORK. FYRA Engineering may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. FYRA Engineering shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and FYRA Engineering acknowledge that FYRA Engineering will rely on information furnished by other parties in performing its services under the Project. FYRA Engineering shall not be liable for any damages that may be incurred by the Client in the use of third party information.

CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, FYRA Engineering will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, FYRA Engineering cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

DISPUTE RESOLUTION. The Client and FYRA Engineering agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. FYRA Engineering shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.



SUSPENSION OF WORK. The Client may suspend services performed by FYRA Engineering with cause upon fourteen (14) days written notice. FYRA Engineering shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay FYRA Engineering all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, FYRA Engineering shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

TERMINATION. The Client or FYRA Engineering may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. FYRA Engineering shall submit an invoice for services performed up to the effective date of termination and the Client shall pay FYRA Engineering all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

GOVERNING LAW. The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

ASSIGNMENT. Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

WARRANTY. FYRA Engineering warrants that it will deliver products under the Project within the standard of care. FYRA Engineering provides no other expressed or implied warranty.

SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and FYRA Engineering will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

SURVIVAL. All provisions of these terms that allocate responsibility or liability between the Client and FYRA Engineering shall survive the completion or termination of services for the project.



Bellevue Offutt Ditch Pumping Station
Bellevue, Nebraska
FYRA Project #156-19-01

Task Description	FYRA Engineering						Totals
	Principal	Senior Engr	Permitting	Asst Engr	Acctg & Billing	FYRA Expenses	
	Sotak, PE \$215	Gregalunas, PE \$192	Kaufman, PE \$160	EI (Varies) \$108	\$80		
Project Management							
1.1 Project Invoicing and Work Summary	1				4		
1.2 City/NRD Coordination Meetings	8						
Project Management Task Total	\$1,935	\$0	\$0	\$0	\$320	\$0	\$2,255
Drainage Study							
2.1 Assess Surface Water Drainage Patterns and Rates	4			40			
2.2 Quantify Levee Underseepage Influence	2	8					
2.3 Prepare Drainage Write Up in TM	4			40			
Drainage Study Task Total	\$2,150	\$1,536	\$0	\$8,640	\$0	\$0	\$12,326
Pump Sizing							
3.1 Pump Sizing for Three Pumping Rates	8	2		16			
3.2 Conceptual Design of Pump Station	30	2	6	60			
3.3 Prepare Pumping Write Up in TM	6	2		2			
Pump Sizing Task Total	\$9,460	\$1,152	\$960	\$8,424	\$0	\$0	\$19,996

Total: \$34,577

1 PROJECT MANAGEMENT

1.1 Project Invoicing and Work Summary

Preparation of monthly project invoices, and a summary of work completed during the invoicing period. Invoices will be sent to the City of Bellevue (City) on an agree upon schedule and will include task item and invoice breakouts for any project partners as required. Updates will include budget and schedule tracking.

1.2 City/NRD Coordination Meetings

Preparation for and attendance of up to two (2) meetings, exclusive of other meetings specified in this scope, with the City and the Papio-Missouri River Natural Resources District (P-MRNRD). Project review meetings will occur mid-way through the effort and upon conclusion of the effort. Meeting minutes and project task lists will be prepared by FYRA and distributed after each meeting for approval by the City and P-MRNRD.

2 DRAINAGE STUDY

2.1 Assess Surface Water Drainage Patterns and Rates

Using existing HEC-HMS models prepared for the levee interior drainage, assess surface water runoff rates and volumes that would be delivered to the pumping station locations as well as adjacent sub-basins that may be able to be conveyed to the pumping station locations.

2.2 Quantify Levee Underseepage Influence

Using underseepage rates quantified in the geotechnical analysis of the Missouri River R-616-613 Levee Certification Project, quantify the potential contribution of groundwater to surface water and how the pumping station may help with interior drainage from both the surface runoff, levee underseepage and a combination of the two.

2.3 Prepare Drainage Write Up in TM

As part of the preparation of a Technical Memorandum (TM) that will serve as the deliverable for the project, prepare a written discussion of the drainage analysis performed in 2.1 and 2.2 above.

3 PUMP SIZING

3.1 Pump Sizing for Three Pumping Rates

Using the results of the Drainage Study, assess the size and cost of the pumps needed to handle three different rates that would convey a minimal, maximum and median flow rates generated by underseepage and surface drainage patterns.

3.2 Conceptual Design of Pump Station

Based on pump capacity and locations, prepare conceptual drawings of a pump station layout so that the location of the station(s) and any appurtenant infrastructure (culverts, groundwater collection, power source, etc.) can be determined along with planning-level costs can be prepared.

3.3 Prepare Pumping Write-up in TM

As part of the preparation of a Technical Memorandum (TM) that will serve as the deliverable for the project, prepare a written discussion of the pump sizing analysis performed in 3.1 and 3.2 above. Based on goals discussed with the City and P-MRNRD, make overall conclusions and a recommendation in TM about a feasible pump station size/cost, using a risk-based approach.

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

16k.
1/21/2020

COUNCIL MEETING DATE:	SUBMITTED BY: Admin		
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 checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Real Estate Broker Services for the City of Bellevue

SYNOPSIS/BACKGROUND:

The City of Bellevue has been without a real estate broker since the passing of Mr. David Dunn in 2016. There have been two request for proposals issued for a real estate broker. No person or business was awarded the contract from the first RFP. The bid opening for the proposals received from second RFP was held on December 13, 2019. After review of the proposals it has been determined that Colm Breathnach is able to perform the scope of work and is most qualified from bids received.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: <u>YES</u>	COUNTER-PARTY: <u>Colm Breathnach</u>	INTERLOCAL AGREEMENT: <u>NO</u>
CONTRACT DESCRIPTION: <u>Real Estate Broker Service Agreement</u>		
CONTRACT EFFECTIVE DATE: <u>02/01/2020</u>	CONTRACT TERM: <u>one year</u>	CONTRACT END DATE: <u>01/31/2021</u>
PROJECT NAME: <u></u>		
START DATE: <u></u>	END DATE: <u></u>	PAYMENT DATE: <u></u>
INSURANCE REQUIRED: <u>NO</u>		
CIP PROJECT NAME: <u></u>	CIP PROJECT NAME: <u></u>	
STREET DISTRICT NAME (S): <u></u>	STREET DISTRICT NUMBER (S): <u></u>	
ACCOUNTING DISTRUBUTION CODE: <u></u>	ACCOUNT NUMBER: <u></u>	

RECOMMENDATION:

Approve the Real Estate Broker Services Agreement.

ATTACHMENTS:

- | | | |
|---|---------------------------|------------|
| 1. <u>Real Estate Broker Services Agreement</u> | 2. <u>Response to RFP</u> | 3. <u></u> |
| 4. <u></u> | 5. <u></u> | 6. <u></u> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

A. B. [Signature]
[Signature]
[Signature]

Real Estate Broker Services Agreement

This Agreement (“Agreement”) is made by and between the City of Bellevue, 1500 Wall Street, Bellevue, Nebraska 68005 (“City”) and

Contractor Name: _____

Contractor Address: _____

(“Contractor”). The parties agree as follows:

1. Contractor Services

Contractor shall provide to City the services described in Attachment A as requested by the City subject to the terms and conditions set forth in this Agreement.

All work to be performed under this Agreement shall be requested by the City through a written Amendment to this Agreement signed by both parties. Any Amendment requesting services from the Contractor shall include the City’s requested Scope of Work. All work must be mutually agreed upon in writing and costs known before that work may commence.

Contractor warrants to City that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

2. Payment

City shall pay Contractor for the services described in Attachment A based on the compensation structure provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence.

The compensation structure to be applied (commission, fee for service, etc.) shall be dictated by the desired Scope of Work and established in each Amendment to this Agreement. It should be noted that, before entering into a commission-based Scope of Work, City shall inform Contractor of any known interested parties and City reserves the right to buy or sell a property directly to one of these known parties. In such cases, the City may seek professional services from Contractor to assist the City in finalizing the property transaction in lieu of paying Contractor a commission per the compensation structure provided by the Contractor in Attachment B.

Payment shall be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.

3. Term of Agreement

The term of this Agreement is for one (1) year commencing February 1, 2020 and remaining in effect through January 31, 2021 unless terminated earlier in accordance with Section 4 of this Agreement. This Agreement may be extended beyond this term through mutual agreement between both parties in writing and upon City Council approval.

4. Termination of Agreement

City may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty (30) days' written notice to Contractor.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted to do business in the State of Nebraska. All coverages shall be with insurance carriers acceptable to City. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to City. Contractor shall be responsible to City for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

- **Worker's Compensation Insurance:** Contractor shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Nebraska or have the State of Nebraska listed under Section 3 - Other States Insurance in the Contractor's insurance policy.
- **Commercial General Liability Insurance:** Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- **Additional Insured:** Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "City of Bellevue, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming City of Bellevue as additional insured, coverage afforded is considered to be primary and any other insurance City of Bellevue may have in effect shall be considered secondary and/or excess.

Cancellation Notice: If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and City may terminate this Agreement immediately.

Proof of Insurance Coverage: Upon execution of this contract and at least (10) business days prior to commencement of services under this Agreement, Contractor shall provide City with a copy of their Worker's Compensation, Commercial Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, City reserves the right to request a copy of any policy mentioned above and if so requested, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor until current certificates of insurance have been received and approved by City. If any of the above coverages expire during the term of this contract, Contractor shall deliver renewal certificates to City at least ten (10) days prior to the expiration date.

6. Reporting and Review

Contractor shall report to City as required by this Agreement and also upon request. Contractor shall cooperate and confer with City as necessary to ensure satisfactory work progress and performance. All documents submitted by Contractor must be dated and bear the Contractor's name. All reports made in connection with Contractor's services are subject to review and final approval by City. City may review and inspect Contractor's activities during the term of this Agreement. After reasonable notice to Contractor, City may review any of Contractor's internal records, reports or insurance policies.

7. Indemnification

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Contractor's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of City, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section shall survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent Contractor; that Contractor and its employees will in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of City for any purpose, and will not be entitled to any fringe benefits of City, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay; and that Contractor will be responsible for withholding and payment of all applicable taxes, including, but not limited to, income, social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify City against such liability.

9. Subcontracting

Contractor shall provide all services covered by this Agreement and will not subcontract, assign or delegate any of these services without written authorization from City.

10. City Employees

Contractor shall not hire any City employee to perform any of the services covered by this Agreement without written authorization from City.

11. Default

In the event of default by Contractor, City may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other available remedies.

12. Endorsement Prohibition

Contractor shall not use in any form or medium the name of City, or supportive documentation or photographs of City projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by City.

13. Compliance with Laws

Contractor shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations. Contractor agrees to protect, defend and indemnify City against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, as required by law, shall not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

15. Equal Opportunity Employer

In signing this Agreement, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by City, and therefore Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of City.

17. Contractor Personnel

Contractor employees may be subject to an approved criminal background check prior to entering City property to perform work under this Contract. Employees of Contractor must wear apparel or other means of identification while performing services under this Contract.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by both parties.

19. Binding Effect

This Agreement is binding upon and shall inure to the benefit of Contractor and City and their respective legal representatives, successors and authorized assigns.

20. Waiver

No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, shall not

constitute consent to, waiver of, or excuse for any different or subsequent breach.

21. Counterparts

This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section Titles set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any provisions of this Agreement.

24. Choice of Law and Forum

This Agreement is governed by and interpreted according to the laws of the State of Nebraska. The parties agree that the proper forum and venue for litigation arising out of this Agreement is Sarpy County, Nebraska.

25. Royalties and Patents

Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save City and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted, patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

In signing this Agreement, Contractor certifies that it is not suspended, debarred or ineligible from entering into real estate contracts, or in receipt of a notice of proposed debarment from any State agency or local public body.

27. Conflicts of Interest

In signing this Agreement, Contractor certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Contractor will immediately inform City regarding same.

28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Contractor from future bidding opportunities.

29. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Real Estate Broker Services Agreement.
2. Agreement and Scope of Work Clarifications.
3. Attachment A – City’s Scope of Work.
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal.
5. Attachment C – Contractor’s Proposal received and opened by City.

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral, or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

CONTRACTOR:

CITY:

Sign: _____

Sign: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A – Scope of Work

1. Overview

- 1.1 Contractor shall be a commercial real estate broker able to assist the City in buying, selling, and/or leasing property and also able to provide miscellaneous real estate consulting services.
- 1.2 All services are to be provided by the Contractor upon request of the City and will be agreed to through an Amendment to this master Agreement.

2. Sale or Lease of Property by City

Should the City desire to use the services of Contractor to sell or lease property owned by the City, Contractor shall generally:

- 2.1 Develop and carry out an agreed upon public marketing strategy to solicit interested buyers / lessees.
- 2.2 Market the property in a manner consistent with local zoning ordinances.
- 2.3 Coordinate site visits with developers and potential buyers / lessees as needed, keeping the City apprised of all planned site visits.
- 2.4 Receive and evaluate bids / offers received from all buyers / lessees.
- 2.5 Present all received bids to the City with a recommendation.
- 2.6 Coordinate and finalize real estate transactions and agreements working closely with the City Attorney and City Administrator to assist City in finalizing the sale and lease.

3. Purchase or Lease of Property by City

Should the City desire to use the services of Contractor to purchase or lease property not owned by the City, Contractor shall generally:

- 3.1 Work with the City to identify needs and characteristics of property to be acquired or leased.
- 3.2 Identify potential candidate sites and properties maintaining discretion and client confidentiality.
- 3.3 Present findings on suitable properties.
- 3.4 Coordinate site visits by representatives of the City as necessary.
- 3.5 Coordinate any necessary or desired inspections of a property.
- 3.6 Coordinate and finalize real estate transactions and agreements working closely with the City Attorney and City Administrator, to assist City in finalizing the sale and lease.

4. Real Estate Consulting Services

Real Estate Consulting Services that the City may request include, but are not limited to:

- 4.1 Property valuation.
- 4.2 Researching lease rates for commercial / office type properties.
- 4.3 Developing and implementing brownfield property redevelopment strategies.

Attachment B – Cost Proposal Form

5. COST PROPOSAL

Unless otherwise noted by the Contractor, all costs associated with the scope of work outlined in Attachment A are itemize in this Cost Proposal Form taking the following into consideration:

5.1 Taxes

The City is exempt from Federal Excise Tax and Nebraska Sales Tax and these shall not be included in the cost proposal, invoiced or charged to the City.

5.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

5.3 Payment

Payment terms will be consistent with terms identified in Section 2 of this Agreement.

5.4 Cost Tables

Once completed, the following cost shall establish the pricing to be charged unless otherwise negotiated in writing.

Sales Commission	Commission Rate
Property Sale by City (based on total sale price)	%
Property Purchase by City (based on total purchase price)	%

Real Estate Consulting Services – Hourly Rates to be charged by Position	
Position Title	Hourly Rate
	\$
	\$
	\$
	\$
	\$
	\$

5.5 Cost Proposal Certification

Bid is firm for _____ days (60 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements.

Contractor Name:	
Contractor Address:	
City, State, Zip:	
Representative Name (Print):	
Representative Signature:	
Representative Title:	

MASTER

Response to Request for Proposal #0100 Real Estate Broker Services

BELLEVUE, NEBRASKA



Colliers
INTERNATIONAL

City of Bellevue, NE

October 28, 2019

VIA HAND DELIVERY

**City of Bellevue, Nebraska
Legal Department
1500 Wall Street
Bellevue, NE 68005**

**RE:
Response to Request for Proposal
#0100 Real Estate Broker Services**

To Whom It May Concern:

As requested, please find enclosed our proposal for Commercial Real Estate Services for the City of Bellevue. Over the past 30+ years Colliers International | Omaha has assembled a top notch team of over 50 professionals who work together to deliver unparalleled results for our clients. We see working with the City of Bellevue as a great opportunity for our firm to be involved in another successful transaction within Bellevue and Sarpy County.

Your assignments will be handled by me, Colm Breathnach. I have over 10 years of industry experience and I have recently completed four sale transactions within Bellevue, NE. I'm highly focused on the Sarpy County market and represent many institutional and larger local owners including Werner Enterprises, Husqvarna and Lockwood Development.

Summary

Our business is one of long term relationships, and we look forward to the opportunity to work once again in Bellevue and Sarpy County. I understand that value is not created by a single moment in time, but rather from a long process of continued focus and hard work.

Colliers looks forward to the opportunity to work with the City of Bellevue.

Best,
Colliers International



Colm Breathnach
Broker Associate | Omaha

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› APPENDIX

Colm Breathnach Professional Profile

Other Documents to include:

Copy of Contractor's Acceptance of City Contract Agreement - ?

Copy of Nebraska Real Estate License



> 10.1 Company Information

COLLIERS INTERNATIONAL

10.1.1

Legal name under which Contracto carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.



Legal Name

Pacific Realty Commercial, LLC, (PRC), doing business as Colliers International (Colliers | Omaha)

Year Established

1987 (32 years)

Approximate Size

Colliers | Omaha is one of the top ranked commercial real estate service providers in greater Omaha and surrounding areas with a local staff of some 50 professionals. Our professional staff includes brokers, property managers, property engineers and a complete support team including accounting, marketing, research and administrative coordinators.

Colliers | Omaha is an independently owned office and does not publicly report annual revenues.

Description

PRC was founded in 1987 to focus on providing comprehensive and integrated commercial real estate services in the Midwest. The company developed into a sophisticated commercial real estate advisory, development and consultation provider that implements services for a variety of clients nationwide.

In 1997, PRC formed an affiliation with Grubb & Ellis, one of the nation's largest commercial real estate firms, giving our local clients a broader national base on which to succeed.

However, in 2011, PRC decided to realign its affiliation with an innovative and growing commercial real estate firm, Colliers International, allowing PRC to better serve its growing list of national and international clients. Colliers International Group Inc., is a publicly traded company (NASDAQ, TSX: CIGI) with worldwide corporate headquarters in Toronto, Canada. PRC carries the Colliers International flag, however, continues to remain a privately owned company with all equity being held locally.

Colliers | Omaha also offers Real Estate Management Services (REMS) and maintains a 4 million square foot portfolio comprised of office, industrial and retail properties. The REMS team is an Accredited Management Organization (AMO®) with a team that includes four Certified Property Managers (CPM®); our management professionals have an average of 15-years' experience. Additionally, Colliers has an onsite property management staff of 15 professionals.

10.1.2

The location of the office from which you work described here will be managed and the year that office was established if other than above.



Office Location

Colliers | Omaha is headquartered in Aksarben Village at 64th & Center Street in Midtown Omaha.

10.1.3

Contact information (name, title, telephone number and email) for Contractor representative submitting proposal.



Colm Breathnach | Broker Associate

Main: 402 345 5866

Direct: 402 763 1709

Mobile: 402 881 7501

colm.breathnach@colliers.com

10.1.4

Indicate whether any disciplinary action has been taken or is pending against Contractor by state regulatory bodies, professional organizations, or through legal action in the past five (5) years. If no, so state. If yes, detail the circumstances and current status of such action.

There is no such action against Colliers | Omaha, nor Colm Breathnach.



> 10.2 Company Experience

COLLIERS INTERNATIONAL

10.2.1

Describe your firm's experience in marketing government owned properties in Nebraska, preferably in or near Bellevue, Nebraska and/or Sarpy County. Name the client for whom the work was performed, briefly describe the scope of work and provide the name and telephone number or email of the individual who may be contacted as a reference.

PROPERTY SALE

201 West Mission

BELLEVUE, NEBRASKA

Client(s)

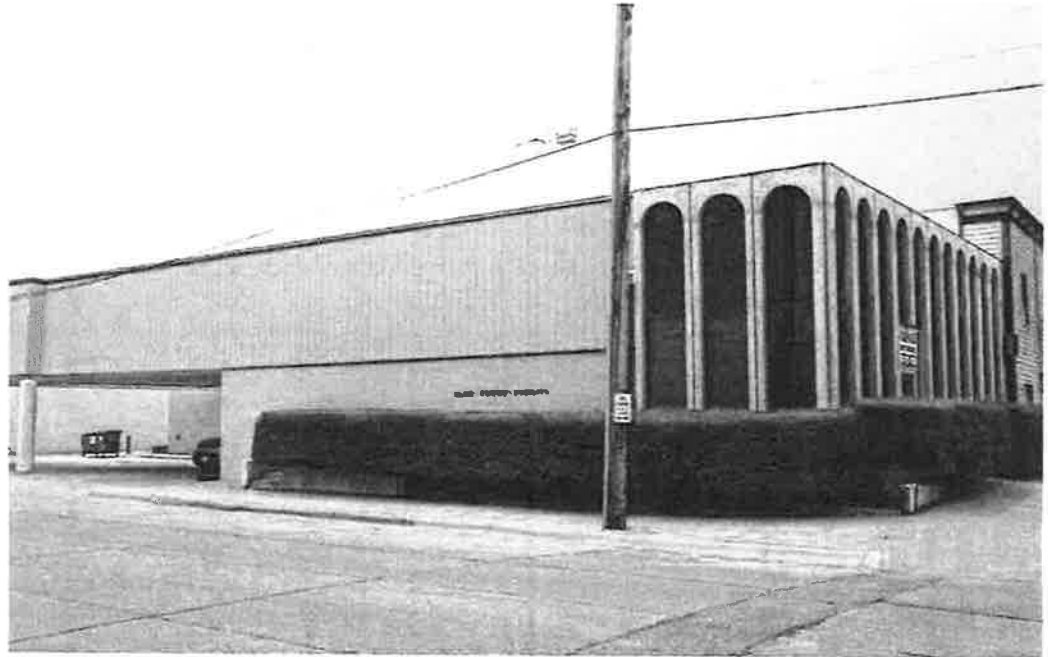
Chris Malmberg, Buyer
Alice Rotert, Seller

Scope of Work

- Sale of property
- Previously set-up as a bank as well as office for Bellevue Police

Reference Contact

Alice Rotert
Owner
402-345-0488



10.2.1 COMPANY EXPERIENCE, *continued from page 9*

PROPERTY SALE

1501 JFK Drive

BELLEVUE, NEBRASKA

Client(s)

KRB Holdings, Buyer

Keving Power Engineering, Seller

Scope of Work

- Sale of property
- Relocation of KPE in Downtown Omaha office property

Reference Contact

Kevin Power

Owner, KPE

pow22@KPE-inc.com

888-484-7939



10.2.1 COMPANY EXPERIENCE, *continued from page 10*

PROPERTY SALE

101 East Mission

BELLEVUE, NEBRASKA

Client(s)

Rusty Hike, Buyer
Alice Rotert, Seller

Scope of Work

- Sale of property to buyer and leasing of property to tenants
- Worked with US Postal Service to relocate office from City Hall to current location

Reference Contact

Rusty Hike
Owner, Hike Real Estate
rusty@hikerealestate.com
402-320-2500



10.2.1 COMPANY EXPERIENCE, *continued from page 11*

LAND SALE - UNDER CONTRACT

Highway 34 & 75

BELLEVUE, NEBRASKA

Client(s)

Summit Housing Group, Buyer
Twin Valley Church of Bellevue, Seller

Scope of Work

- Sale of property
- Incorporated the use of NIFA Grants to strengthen sale

Reference Contact

Rick Hall
Owner Representative
rick.hall@rsrenovationsinc.com
402-510-9598



I-80 & Highway 370

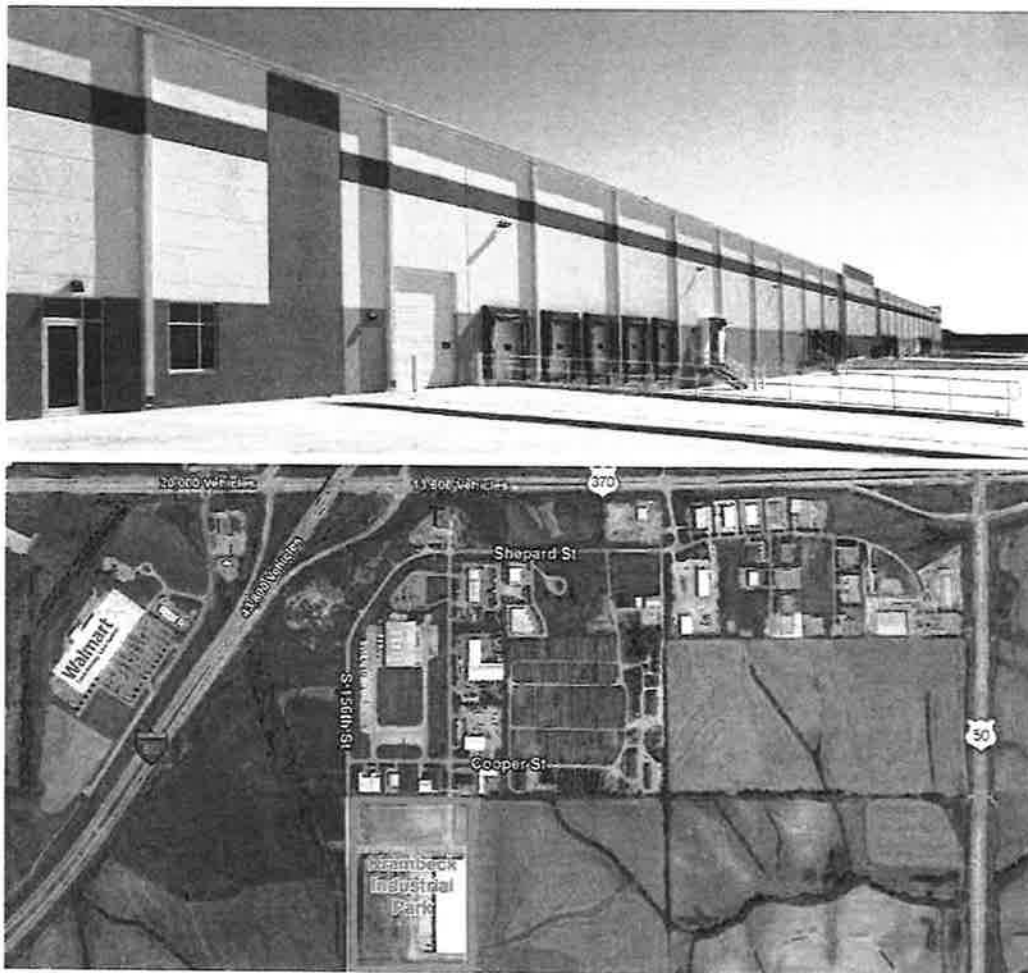
BELLEVUE, NEBRASKA

Nebraska Warehouse, Lessor

- Represent Nebraska Warehouse to develop long-term lease for Hy-Vee

- Developed Pro-Forma for Landlord based on rent payments
- Developed costs for \$3 million tenant improvement package
- Worked with County, City of Papillion and engineering team to process planning approval

402-896-2200



10.2.1 COMPANY EXPERIENCE, *continued from page 13*

PROPERTY SALE

Husqvarna Operations Center

BEATRICE, NEBRASKA

Client(s)

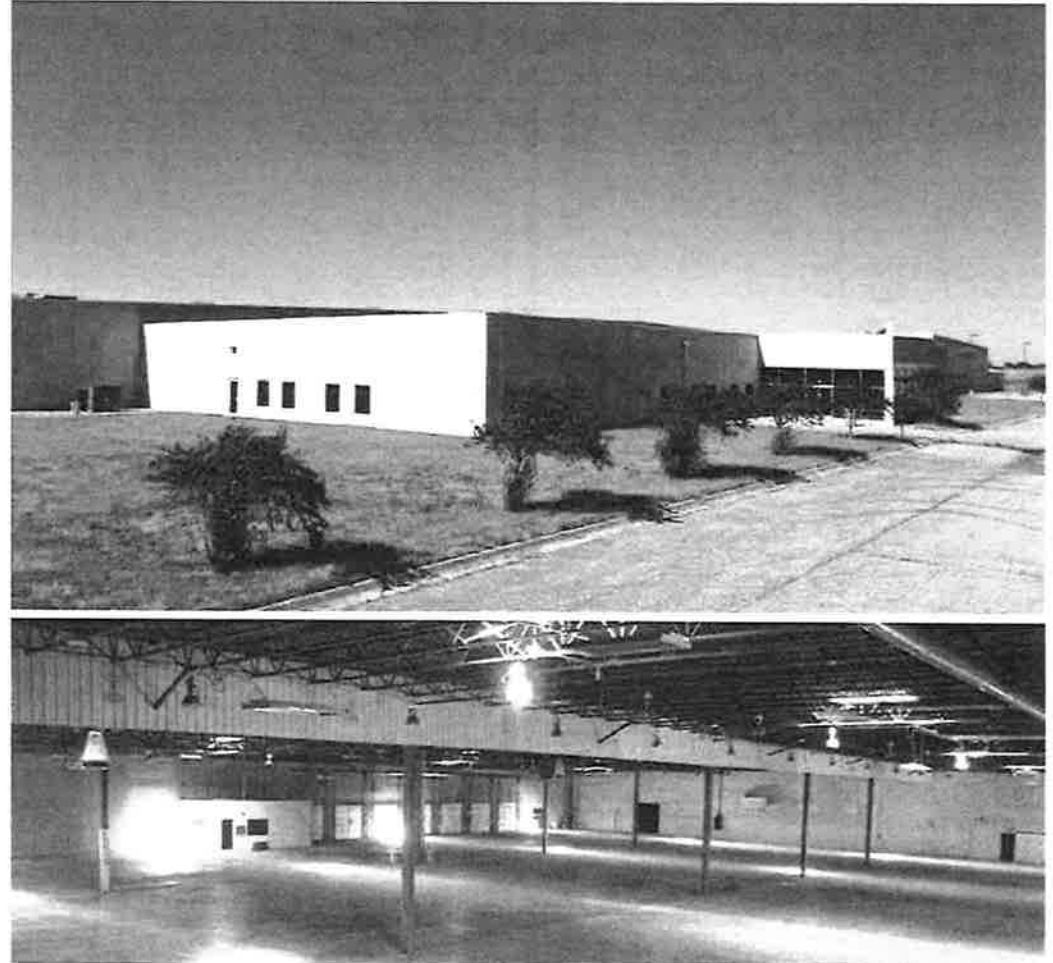
World Lawn, Inc., Buyer
Wells Fargo Bank & Husqvarna, Seller

Scope of Work

- Marketed property for sale on both national and international levels
- Worked with seller and buyer to resolve insurance claims for damage sustained to the property prior to sale
- Worked with City of Beatrice, Beatrice Airport Authority and engineering team to conclude sale

Reference Contact

Hardy Shao
President, World Lawn, Inc.
hardys.worldlawn@gmail.com
402-223-4103



10.2.1 COMPANY EXPERIENCE, *continued from page 14*

PROPERTY SALE

Toyota Motor Corporation

BELLEVUE, NEBRASKA

Client(s)

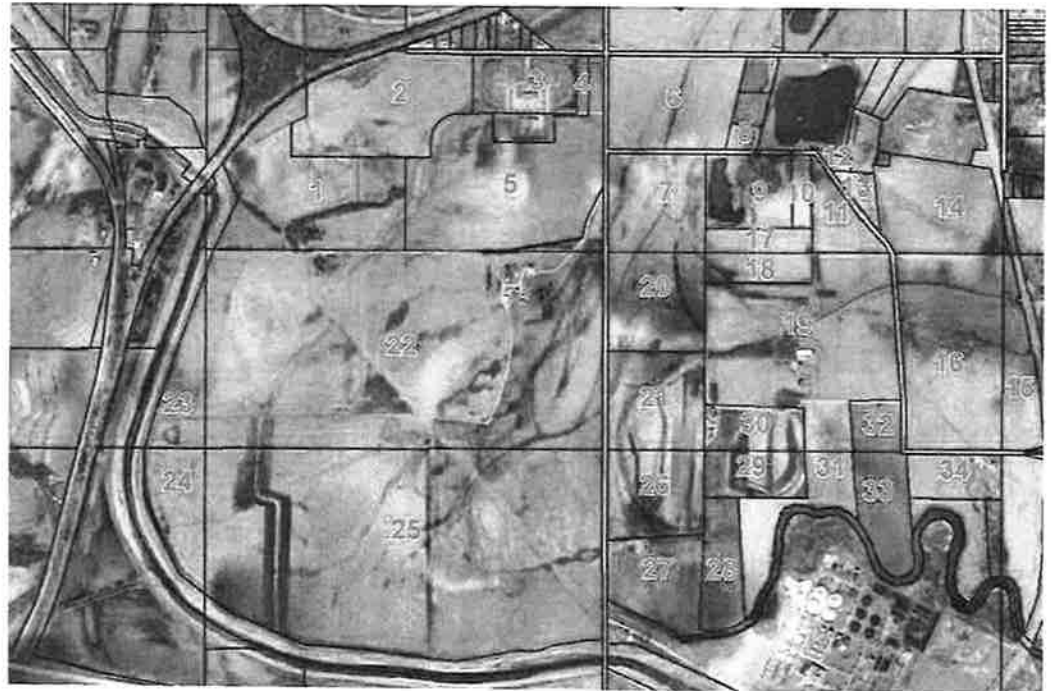
State of Nebraska

Scope of Work

- Worked with team including Leo A Daly and City of Bellevue to attract Toyota Motor Corporation to Eastern Nebraska
- Participating member of team representing proposed site located south of Offutt Air Force Base in Bellevue, NE

Reference Contact

Mark Norman
Omaha Chamber of Commerce
mnorman@selectgreateromaha.com
402-346-5000



10.2.2 Describe your firm's experience in marketing properties. Name the client for whom the work was performed, briefly describe the scope of work and provide the name and telephone number or email of the individual who may be contacted as a reference.

EXPOSURE TO THE MARKETPLACE

Marketing any property is a multi-level, multi-media, multi-audience discipline. By drawing upon all technology tools available today, the Colliers team will craft a best-in-class, fully integrated marketing program designed to raise awareness, generate interest and stimulate tours that ultimately lead to serious negotiations and successful leases. Dropbox

In Colliers International, The City of Bellevue will have a strong local partner that will never stop thinking of ways to optimize results. With the intense competition in the market, we will continuously pursue creative ways to recapture and retain market share advantage.

The ideas that follow are exactly that: Ideas.

Some of which make perfect sense and can be quickly implemented, while others push the envelope and may never see the light of day. But fresh ideas, especially bold ones, are the seeds that ultimately lead to long-term progress.

The team will implement a six-piece, extremely professional and very diligent marketing plan, which is based on continual prospecting among the brokerage and tenant communities. The six pieces are as follows:

1. Property Brochure:

This piece will be sent periodically to the brokerage community, as well as handed to prospective tenants at showings. Colliers International | Omaha believes strongly that the brochure creates the prospects' first impression of the property; therefore, it must be utilized to its fullest extent.

2. Email Brochure:

The email brochure is very effective in reminding the brokerage community of the property availability and attributes.

3. Property Inventory:

Colliers International | Omaha property inventory is professionally maintained and sent via email to the brokerage community on a monthly basis.

4. Website:

This unique site will be marketed on the Colliers International | Omaha website (www.colliers.com/omaha), which is frequently visited by prospective buyers. Additionally, the property will have its own link where prospects and brokers can access information.

5. CoStar & Crexi:

CoStar and Crexi are commercial real estate's leading providers of information, analytics and industry-

direct marketing services. Both services produce and maintain comprehensive databases of commercial real estate information. The property will be actively listed on both websites, increasing its searchability and our marketing efforts. Our connections with CoStar and Crexi enable us to analyze, interpret and gain unmatched insight on commercial property values, market conditions and current availabilities.

7. Colliers Network:

With a combination of national and local real estate expertise in more than 100 markets nationwide, our connection to the elite team of seasoned professionals works to exceed our clients' expectations.

6. Meetings & Reporting:

- > Monthly marketing reports / meetings / calls
- > Monthly market reviews

Our marketing sales process is a defined procedure rooted in exposing your asset to the widest variety of companies either locally, regionally or nationally.

10.2.2 COMPANY EXPERIENCE, *continued from page 16*



PHYSICIANS REALTY TRUST PORTFOLIO

Client



PHYSICIANS REALTY TRUST

Invest in better.

Scope
of Work

- Email blast to surrounding brokerage community introducing new three property portfolio available to market
- Custom designed property brochures
- Portfolio website
- Cold calling to targeted tenant list

Contact

Allison King
Regional Leasing Manager
akd@docreit.com
414-367-5546



MIDLANDS PLACE SHOPPING CENTER

Client

Diversified Property Resources, Inc.

Scope
of Work

- Email blast to surrounding brokerage community
- Targeted brochure mailing
- Cold calling to targeted tenant list
- Regional trade publication advertising

Contact

Russ Daub
President
rsdaublaw@gmail.com
402-390-0890



STERLING RIDGE

Client



**Lockwood
Realty**

Scope
of Work

- Professional photography and drone video
- Targeted postcard and flyer mailings
- Brokerage community open house event
- Multiple email blasts announcing current office availability and new tenants

Contact

Chip James
President
chip@lockwooddev.com
402-933-3663



> 10.3 Real Estate Brokerage Team

COLLIERS INTERNATIONAL

10.3.1

Provide resumes for the key personnel in your Real Estate Brokerage Team that will be working with the City.



Colm Breathnach

ASSOCIATE BROKER

EDUCATION OR QUALIFICATIONS

Civil Engineering, UNL
Mechanical Engineering,
Watford Institute of
Technology

AFFILIATIONS OR MEMBERSHIPS

LEED Certified

AREA OF EXPERTISE

Colm Breathnach joined Colliers International after a long and accomplished career in the precast concrete industry. He focuses on the industrial commercial real estate market in Omaha and gives particular attention to providing advice to clients and colleagues relating to owner/developer and design build applications. Colm has successfully passed examination and holds a Real Estate Brokers Licence in the State of Nebraska. Colm has worked on projects that involve NIFA, TIF, PACE Financing, Opportunity Zones and LB840 issues. He is also a licenced real estate salesperson in the State of Iowa.

Colm's commitment to excellence and high level of character is instrumental in his approach to relationships and negotiations.

Furthermore, his exceptional analytical and problem resolution skills accelerate his value above and beyond client expectations.

BUSINESS AND EDUCATIONAL BACKGROUND

Enterprise Precast Concrete & Stonco, Vice President Sales & Marketing
At Enterprise, Colm established himself as an industry expert in concrete. He generated record-setting increases in revenues and profitability as well as developed the innovative use of aggregates and admixtures in order to meet the visions of owners, architects and designers. Clients included: Kiewit Construction, JE Dunn, Turner, Weitz, McCarthy, Whiting-Turner, MCL, and Sampson Construction.

Dun & Bradstreet

Senior Account Consultant

Colm maintained and broadened relationships for the Global Major Accounts Division through his stellar communication with clients. His account list included: Ameritrade, Best Buy, Gateway Inc., General Mills, Hormel, Koch Industries and Union Pacific Rail Road.

PROFESSIONAL ACCOMPLISHMENTS

- > CoStar Power Broker
- > Notable local projects include: Midtown Crossing, Holland Performing Arts Center, UNMC and Memorial Stadium at the University of Nebraska-Lincoln, Hy-Vee Fulfillment Center

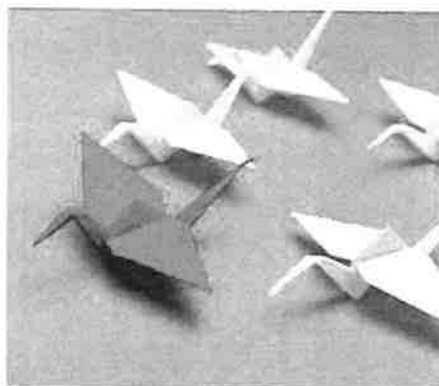
COMMUNITY INVOLVEMENT

- > Community Alliance
- > Rotary Club of Bellevue/Papillion
- > Offutt Air Force Base Advisory Committee
- > Sarpy County Planning Board of Appeals

NOTABLE CLIENTS

City of Bellevue, Edward Jones, Inland Bank & Trust, Manko Windows, Millard Refrigeration, Mutual of Omaha, Werner Enterprises, Union Pacific Railroad, Nebraska Warehouse, Elliott Equipment, Omaha Foundry Services, Lockwood Development, White Lotus Development, World Lawn, Sidumpr, Husqvarna, State of Nebraska, Omaha Public Schools

10.3.2 Describe what you feel is your firm's competitive advantage that makes you stand out among your competitors.



ASSET & LOCAL MARKET KNOWLEDGE

We have the breadth and depth of local knowledge that only comes from strong boots-on-the-ground local brokers. We are uniquely qualified to counter-argue potential value challenges and promote all value creation opportunities.

GUARANTEE TO EXCLUSIVITY

Simply put... we will exclusively represent you throughout the marketing campaign and hold ourselves accountable to this guarantee throughout the process.

COMMITTED TO MINIMIZING OR ELIMINATING RISK THROUGH THE PROCESS

We analyze the opportunity from a buyer's perspective at the beginning and spend the necessary time upfront to ensure that the asset, market and sources of capital are known and understood. Any potential risks will be identified and mitigated in advance of active marketing. Our process involves old fashioned hard work, and will be performed to ensure that we control the sale process and provide certainty throughout.

PROGRAMMATIC APPROACH

We have developed a disciplined, detailed and best-in-class approach to marketing the asset. Our follow-through and accountability, evidenced by continually updated information via online communication and reporting tools, provide our clients with confidence and certainty throughout the marketing process.

BUYER & SELLER REPRESENTATION EXPERIENCE

We know BOTH sides of the negotiating table, and therefore are able to anticipate negotiating positions for your decision preparation.

CREATIVE & INNOVATIVE APPROACH

As market surprises or new events occur, we will inform you and evaluate them, and possibly recommend changes in marketing tactics to maximize negotiation leverage during the process.

10.3.3

Attach to your firm's proposal a copy of a valid Nebraska Real Estate Broker's License.

State of Nebraska
REAL ESTATE COMMISSION



REAL ESTATE LICENSE

NOT TRANSFERABLE

*This is to Certify that
Colm Gearoid Breathnach*

is duly licensed to transact business in the State of Nebraska as a
Real Estate Broker



from the date hereof unless terminated by the Commission.

IN WITNESS WHEREOF, The Director of the Commission has
caused these presents to be signed and the official seal
to be hereunto affixed this 22nd of August, 2016.

NEBRASKA REAL ESTATE COMMISSION

Jean D. Lane
Chairperson

[Signature]
Director

13820



> 10.4 Costs

COLLIERS INTERNATIONAL

10.4.1

Complete and certify the Cost Tables in Attachment B.

Cost Table	
Sales Commission	Commission Rate
Property Sale by City (based on total sale price)	<p>6% - Commission is split between listing agent and buying agent. A fee is needed to attract agents and their clients, if there is no fee, agents will not bring their clients to the property.</p> <p>5% - If no other broker involved, Colm Breathnach of Colliers found buyer and buyer is unrepresented. All paperwork associated with sale is through Colm Breathnach.</p>
Property Purchase by City (based on total purchase price)	<p>1. Colm Breathnach will split commission with listing agent of site, no charge to the city.</p> <p>2. If site is unrepresented, Colm Breathnach to receive fee paid by property owner, typically 3-4%.</p>
Real Estate Consulting Services - Hourly Rates to be charged by Position	
Position Title	Hourly Rate
Associate Broker	\$100

10.4.2

Should the City desire to lease property to or from another party, propose a reasonable up-front compensation structure that doesn't have ongoing payments as the the City does not have a sufficient number of properties or vacant space to need a firm to provide ongoing property management services.

The lease will be setup for a finite period, all costs associated within the lease that are to be charged to the City of Bellevue will be clearly stated in the lease e.g. base rent, common area maintenance, taxes etc. A commission rate will be charged based on the value of the lease, the commission is paid by the landlord not the City of Bellevue. The landlord is expected to pay the lease commission fee in a lump sum normally after the lease is executed and the City has occupied the property.

10.4.3

Contractor may attach more detailed pricing information and additional items and costs for consideration.

PROPERTY MANAGEMENT FEE

Colliers | Omaha can provide all-inclusive property management services for a monthly fee. Exact services and cost to be determined after discussing needs with ownership as well as after inspection of physical property to decipher its requirements.

MAINTENANCE SERVICE FEES

Subject to specific needs of the property, Colliers International will provide Maintenance Technicians as necessary. We will work with ownership to identify and agree upon specific needs and the use of Colliers' Maintenance Technicians. The current hourly rate for Maintenance personnel to be used on this Property on a periodic basis, fully loaded including all benefits, taxes, workers' compensation insurance and direct employee expenses, is \$52.65 during normal business hours and \$75.00 for work performed after business hours. "After business hours" shall be defined as hours between 4pm and 7am Monday through Friday and all day Saturday, Sunday and on the following holidays: New Years, Good Friday (after noon), Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas.

PROJECT MANAGEMENT FEES

As an additional service, Colliers offers our clients and tenants the expertise of our project management team. These services include pre-construction planning, bid processing, construction management, obtaining lien waivers, as well as progress and final payment processing. Should the need develop, our project management team provides a cost effective, turnkey solution for the planning, design, construction and management of tenant and capital improvements. For all jobs that originate with Colliers, our project construction management fees, based on project costs, are as follows:

- 5% of the first \$50,000; plus
- 4% of next \$50,001 - \$250,000; plus
- 3% of the costs over \$250,000.

For simple project oversight and tenant coordination during construction where the owner or tenant has sourced, contracted and initiated a project:

- 1% of the total project cost.

REAL ESTATE TAX CONSULTING/PROTESTS

The Fee for Real Estate Tax Protests will be 25% of the tax savings achieved as a result of the protest with a \$2,000 minimum (if requested by owner).



> Appendix

COLLIERS INTERNATIONAL

State of Nebraska
REAL ESTATE COMMISSION



REAL ESTATE LICENSE

NOT TRANSFERABLE

*This is to Certify that
Colm Gearoid Breathnach*

is duly licensed to transact business in the State of Nebraska as a
Real Estate Broker



from the date hereof unless terminated by the Commission.

IN WITNESS WHEREOF, The Director of the Commission has
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to be hereunto affixed this 22nd of August, 2016.

NEBRASKA REAL ESTATE COMMISSION

John D. Davis
Chairperson

[Signature]
Director

13820



Colm Breathnach
Associate Broker
PH: +1 402 763 1709
EMAIL: colm.breathnach@colliers.com

Colliers International
6464 Center Street, Suite 200
Omaha, Nebraska 68106
PH: +1 402 345 5866
www.colliers.com





CITY OF BELLEVUE FINANCE DEPARTMENT

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

Bellevue Finance Department Status Report January 21, 2020

ACCOUNTING AND FINANCE

- S&P assigned its 'AA+' long-term rating to Bellevue's upcoming General Obligation and Refunding bonds and reaffirmed its 'AA+' rating on the previously rated Refunding bonds. The outlook is stable.
- Issued payments for approved expenses
- Treasury management and account monitoring
- Sales, Lodging and Lottery tax returns prepared
- Reclassed/Transferred expenses between departments
- Researched bills on minute record
- FYE2019 audit progressing smoothly

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
- Trained on new work comp Administration software through Tristar
- New employee orientation to 3 new employees
- Coordinated enrollment for employee wellness program
- Assisted Finance with duties while employee is off on leave
- Conducted all duties associated with surplus equipment auction
- Checked on any potential safety issues with a storage building in flooded area
- Had interview with the Bellevue Leader for story on the surplus auction procedure
- Performed ADA inspection on new playground equipment to insure accessibility
- Began gathering information from the various departments on ADA improvements and updates in an effort to update ADA transition plan
- Organized and issue p/o's for 2019-2020 safety foot wear/Safety eye wear and uniforms
- Inventoried PPE locker and restocked with necessary items needed for ice and snow.
- Performed random safety checks on road and road crews to ensure proper PPE's are being utilized and to ensure hauled loads on flatbed trucks are secured in place
- Total Surplus Sales as of today: **\$391,067.37**

CDBG:

- Completed and submitted the CDBG 2018-2019 Consolidated Annual Performance and Evaluation Report (CAPER) to HUD for review
- Completed and submitted CDBG Environmental Review Record for the 2019 CDBG Projects to HUD for review
- Prepared subrecipient agreements for 2019 projects and distributed to agencies for review/execution.
- Completed first quarter review of projects and contacted subrecipients with expiring agreements
- Began preparing for the 2020-2021 CDBG funding cycle and draft calendar of dates for application process

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: 12/17/2019

- The Bellevue Public Library hosted a coffee for the volunteer drivers who deliver books to homebound patrons on Tuesday morning, Dec. 10. All drivers are members of the Friends of the Bellevue Public Library and donate their time and vehicle expenses to this service. Each driver goes out one week each month, with a fifth driver scheduled when necessary. Friends coordinator for the program is Mary Jo Hopfensperger, and staff coordinator is Kristine Woods with Adult Services.
- Monthly staff meetings for December were held in the morning and afternoon on Wednesday, Dec. 11. As part of the meetings, Clair LaCrosse, Head of Circulation, and Connie Barnard, Circulation Assistant, reviewed with staff new library card application forms. The intent of the new forms is to provide a cleaner, more user friendly form to the patrons. They also reviewed new procedures for registering a patron for the text messaging service and the process for sending text messages.
- The Stories and STEAM (Science, Technology, Engineering, Arts, and Mathematics) program on Dec. 9 drew 20 participants led by Amber Passey, Assistant Children's Librarian. After listening to the story of "Hansel and Gretel," the group had fun making miniature gingerbread houses.
- Adults looking for some holiday gift crafting had an opportunity to make "wine corkaments" on Dec. 9, using wine corks to make ornaments for the tree and then "hymnal angels" on Dec. 11, using old music sheets crafted into angel figures.
- On Dec. 11 the library staff celebrated with Kristine Woods, Adult Services librarian, who received her doctorate degree in library science from Emporia State University. Library staffers honored Woods with a cake and a book purchased to commemorate her accomplishment. She has been an employee with the Bellevue Public Library since 2009, starting in Circulation, moving to Technical Services, and then transferring to Adult Services.



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: 12/24/2019

- Nearly 550 people enjoyed the holiday music concerts this season. This annual music series has been held at the Bellevue Public Library for over two decades. Final performances before the Christmas holiday were held by the Bellevue East High School Jazz Ensemble, the Ring of Flutes group, and the Bit of Bronze hand bell ensemble. Patrons of all ages were invited to attend and were encouraged to bring a brown bag lunch to enjoy while listening to the music. The concerts were organized by the Adult Services Department.
- New this year, the Children's and Young Adult departments of the library are holding Winter Reading Challenges from Dec. 18 to Feb. 5. These challenges, which emphasize reading, are for students K-12. In the Children's challenge, children receive a challenge sheet with the outline of a mug of cocoa. They then fill it in with marshmallows they cut out from over 48 reading options. Each completed sheet with 5 "marshmallows" earns them a prize from a treasure chest and becomes an entry for the grand prize of various gift cards. Young adults complete up to three reading logs for a total of 25 hours of reading. For the first five hours completed, they receive a treat; for the next 10 hours, they receive a treat and a grand prize entry slip; and for the final 10 hours, they choose a free book and two prize entry slips.
- The Adult Services Department held a Present Wrapping Party on Dec. 17th for those folks who wanted a little inspiration or just a break from other holiday busy-ness. With help from a donation, the library was able to offer a variety of wrapping paper, bows, ribbon, etc., to those packaging their gifts.
- The Children's Department chose "The Abominable Snowman" by R.A. Montgomery for the Choose Your Own Book Club meetings, held the first three Thursdays of the month. Each member in the CYOA Book Club receives their own "Adventurer's Passport" to track progress. Completed passports (the CYOA club runs September through May) will be redeemed for a special package from the publisher filled with stickers, pens, bookmarks and a free CYOA book of their choice. In addition to the reading portion of the club, participants also created indoor play snow and icicle ornaments.



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: 12/31/2019

- Storytimes and other Children's programs will take a break until after the winter holidays, with programs resuming on Monday, Jan. 6. In the meantime, children in grades K-6 can participate in the library's first Winter Reading Challenge for children. The Challenge will continue through Feb. 5. Children can complete their challenge sheets by filling in five one-hour challenge options, and then pick up another entry.
- The Circulation staff have been working on projects aimed at providing a better customer experience with the library's periodical collection of newspapers and magazines. Some staff are reorganizing and relabeling all storage boxes that contain past magazines. The public is able to check out up to five of these titles at a time (as long as they are not the current issue). Staff are working toward uniformity in dating and in the presentation of these containers. In another project, staff are working at removing the old labels from shelves which house the current magazines. These are being replaced with removable labels that can be changed as needed with alterations in the collection. They are also being redistributed over the shelves to make finding the magazines easier for patrons.
- The Young Adult Department is planning on starting a new Role Playing Game (RBG) Club starting in January. The first meeting on Jan. 2 of this casual group will cover basics, future game selections and character building. The first adventure for the group will be "Mutants and Masterminds."
- The Friends of the Bellevue Public Library have donated a second book club kit to the library. The title they selected is "We Were the Lucky Ones" by Georgia Hunter, a novel based on a true story of a family of Polish Jews who scatter at the start of the Second World War, determined to survive, and to reunite. A book club kit includes 10 copies of the book, plus discussion materials, and a tote bag. These kits are loaned out to local book clubs and other libraries in Nebraska and are used in-house by library hosted clubs. The library currently has over 200 kits.



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: 1/7/2020

- The Children's Department has started a complementary program to the 1000 Books Before Kindergarten early literacy effort. Called Beyond 1000 Books: Dive into Reading, the new program continues the 1000 Books effort. Children who are younger than kindergarten and who have completed the 1000 Books program, can track books in the new program in 500-book increments and receive small prizes along the way. The library decided to develop this extension as a number of children and their families have already reached the 1,000 book level. Both programs are organized and managed by Amber Passey, Assistant Children's Librarian.
- The number of prints made by the public from the library's computer lab increased by \$925.60 in 2019 as compared to the previous year. A total of \$5,334.30 was collected from prints made from the lab. The library charges 10 cents per each black and white print and 50 cents per each color print and has not raised this pricing since 2007 when the computer lab was first opened to the public. A majority of the prints are black and white.
- The Adult Services Department is planning another Seed Share program for this January. This event will be held from 2 to 4 p.m. on Saturday, Jan. 25th, which is National Seed Swap Day. Two Master Gardeners with the Nebraska Extension service will be on hand to answer gardening questions, and the Friends of the Bellevue Public Library will be providing some of the seeds for the event. All ages are encouraged to participate, and it is not required that they bring seeds -- but seed sharing is welcome.
- Special guests to the Children's area at the library on Thursday, Jan. 2, were Joslyn Stamp and Buddy Bison. Joslyn, 11, attends Fairview Elementary in Bellevue and is a Student Ambassador with the National Park Trust. She has dedicated herself to help educate people about environmental protection and national parks. Buddy Bison is the lovable, woolly mascot of the National Park Trust's programs to help kids develop a special bond with nature. The Buddy Bison School Program nationwide helps provide environmental education to elementary and middle schools.
- Eighteen youths attended the American Red Cross Babysitting course sponsored by the Young Adult Department of the library and held on Saturday, Dec. 28th. The all-day course covered basic child care, emergency protocols, leadership skills, and more.



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: 1/14/2020

- The Bellevue Public Library Foundation is holding a winter sale at the library from Saturday, Jan. 11, through Sunday, Jan. 19. During the sale, the public can fill a brown paper, grocery bag full of sale items for only \$5.00 or they can purchase individual items for half price. In addition to the usual books, DVDs, magazines, etc., that are part of the sale, this event also includes a limited number of art prints. All proceeds from the sale go to the non-profit Library Foundation to help fund programs and services at the library.
- Monthly staff meetings at the library were held in the morning and afternoon on Wednesday, Jan. 8. Among those items reviewed were the ongoing Winter Reading Challenges for children and young adults (Dec. 18 through Feb. 5), new collections being added to the library, and appropriate procedures for handling audiovisual materials being returned. In addition, Amber Passey, Assistant Children's Librarian, reviewed the new Beyond 1,000 Books: Dive into Reading early literacy program.
- A team from Leo A. Daly architectural group met with Library Director Julie Dinville, City Administrator Jim Ristow, Mayor Rusty Hike and City Council members in two meetings on Wednesday, Jan. 8. Three Council members were able to attend a 3 p.m. meeting, and two were able to attend a 4:30 p.m. meeting. At each meeting the Leo A. Daly team reviewed a conceptual design study completed in the fall, regarding possible options for renovation/addition to the current library site. The team was able to answer questions and provide additional information on these possible options.
- Storytimes and other regular Children's programs resumed at the library on Jan. 6, following a two-week holiday break. These programs included Baby & Me, Toddler and Preschool storytimes, STEAM (Science, Technology, Engineering, Arts, and Math) drop-in programs on Mondays and Tuesdays, the Choose Your Own Adventure Book Club, Legos Club, and more.
- In the Intro to Sewing program held at the library on Friday, Jan. 10, Laura Whitehead, Head of Adult Services, helped participants learn to use a pattern and to sew a cat-shaped heating/cooling pillows to take home.

INTEROFFICE MEMORANDUM

TO: CITY ADMINISTRATOR, JIM RISTOW
FROM: CHIEF DARGY
SUBJECT: DIRECTORS BRIEF
DATE: 1/13/2020

Met with Kustom Signals in reference to their new Police Laser Units on January 8th, 2020

Three new Police recruits started their Academy Training in Grand Island Nebraska on January 6th, 2020. Their names are Kristina Cole, Shalen Shivers, and Jeffrey Keefe.

The Sarpy Multi-Agency Traffic Unit worked Friday, January 10th, 2020. The Unit started the day in La Vista and finished in Bellevue. The operation went well and over 80 Citations for Traffic Infractions were written.

Attending a meeting on January 14th, 2020 concerning the SDLEA and future classes.

Attending a meeting on January 16th, 2020 concerning the Capstone project from UNO concerning Sarpy County Law Enforcement Data analysis.

Provisional Appointments were made for Sergeant, Lieutenant, and Captain which will be effective starting January 19th, 2020.

Background Investigations for entry level Police Officer positions are still on-going.