

## Bellevue City Council Meeting

Tuesday, April 18, 2023 6:00 PM

Bellevue City Hall

1500 Wall Street

Bellevue, NE 68005

### 1. PLEDGE OF ALLEGIANCE

2. INVOCATION - Pastor Steve Holdaway, Life Spring Church, 13904 South 36th Street.

### 3. CALL TO ORDER AND ROLL CALL

4. OPEN MEETINGS ACT - Posted by back 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. (\*) Acknowledge receipt of the March 14, 2023 Tree Board Minutes.

2. (\*) Acknowledge receipt of the 2022 Tree Board Report.

3. (\*) Approval of the April 4, 2023 City Council Minutes.

### 6. (\*) APPROVAL OF CLAIMS.

### 7. SPECIAL PRESENTATIONS:

a. Proclamation declaring April 22, 2023 as "Earth Day" in Bellevue, NE. (Green Bellevue Committee)

b. Proclamation declaring April 28, 2023 as "Arbor Day" in Bellevue, NE. (Councilman Preister)

c. Proclamation declaring April 23-29, 2023 as "National Library Week" in Bellevue, NE. (Library Director)

### 8. ORGANIZATIONAL MATTERS: NONE

### 9. APPROVED CITIZEN COMMUNICATION: NONE

### 10. LIQUOR LICENSES:

a. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Joshua R. Irish as the new manager for Sickies ND, Inc. dba "Sickies Garage Burgers & Brews" at 1203 Cornhusker Road, Bellevue. (City Clerk)

b. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Switchgear Enterprises, LLC dba "The Alley" for a Class "I" Liquor License to sell beer, wine and distilled spirits, On Sale Only, at 601 Chateau Drive, Bellevue, 68005, and Steven M. Kucirek Jr. as Manager. (City Clerk)

c. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Wild Chicken Grill, Inc. dba " Wild Chicken Grill" for a Class "I" Liquor License to sell beer, wine and distilled spirits, On Sale Only, at 3604 Twin Creek Drive, Bellevue, 68123 and Jose E. Pena as Manager. (City Clerk)

d. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Daoud & Satouf, LLC dba "Dinah Mart" for a Class "D" Liquor License to sell beer, wine and distilled spirits, Off Sale Only, 2609 Chandler Road W., Bellevue, 68147 and Fouad Daoud as Manager. (City Clerk)

e. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a Special Designated Liquor License (SDL) for Papa Chuck's Corporation dba "Papa Chuck's Bar and Grill" to set up a beer garden for their 1st year Anniversary Celebration on May 13, 2023 from 3:00 p.m. to 1:00 a.m. (May 14th) at 910 Fort Crook Road South, Bellevue. (City Clerk)

f. Recommendation to the Nebraska Liquor Control Commission (NLCC) the application for Teanna Z. Wallman as the new Manager for Yaway LLC dba "Holiday Inn Express and

Suites" at 10804 S. 15th Street, Bellevue. (City Clerk)

11. ORDINANCES FOR ADOPTION (3rd reading):

a. Ordinance No. 4117: An ordinance to update the compensation ordinance for seasonal employees. (HR Director)

b. Ordinance No. 4118: Request to vacate the plat of Lots 1 and 2, Heer and Theer Addition. Applicants: 1st City Development, LLC, John Jungers, and The David and Ruth Heer Revocable Trust. General Location: 2304 Lincoln Road. (Planning Manager)

12. ORDINANCES FOR PUBLIC HEARING (2nd reading):

a. Ordinance No. 4119: Request to rezone Lot 143, Nob Hill, from BG to RS-84 for the purpose of an existing single family residence. Applicant: Chris Lake Properties, LLC. General location: 608 Nob Hill Terrace. (Planning Manager)

b. Ordinance No. 4120: Request to rezone Lot 1D, Pleasant Hill or Martin's Subdivision, from RS-72 to BG for the purpose of a daycare center. Applicant: Twins Daycare, LLC. General location: 7952 S. 25th Street. (Planning Manager)

13. ORDINANCES FOR INTRODUCTION (1st reading): NONE

14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:

a. Request for site plan approval for Lot 1, Harvell Center Replat Two, being a replatting of Lots 1 and 3, Harvell Center, together with vacated Harvell Circle lying within said Harvell Center, Lots 1 and 2, Harvell Center Replat 1, Lot 2, Bellevue Crossing Replat 2, Tax Lot 6A10, Tax Lot 9A3A, and Tax Lot 9A3B; all located in the Southwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of an Athletic Field House. Applicant: Bellevue University. General location: 2108 Harvell Circle. (Planning Manager)

1. Request to approve the preliminary plat of Lot 1, Harvell Center Replat Two.

2. Request to approve the final plat of Lot 1, Harvell Center Replat Two.

b. Request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a 165" monopole tower. Applicant: New Cingular Wireless PCS, LLS. General Location: 1220 Bellevue Blvd. S. (Planning Manager)

15. RESOLUTIONS: NONE

16. CURRENT BUSINESS:

a. Approve and authorize the Mayor to sign the 2022 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for the Sports Participation Assistance Program, in an amount not to exceed \$6,000.00. (Finance/CDBG)

b. Approve and authorize the Mayor to sign the Amended Interlocal Cooperation Agreement - Metro Drug Task Force Agreement, for the Bellevue and Metro area. (Police Dept./Capt. Melvin)

c. Approve and authorize the Mayor to sign the Lease Agreement between the City of Bellevue and the United States of America, incorporating the previously approved Novation Agreement. (Public Works Director)

d. Approve and authorize the Mayor to sign the Professional Services Agreement with Embris Group Engineer for the new South Lift Station, in an amount not to exceed \$10,000. (Public Works Director)

e. Recommendation to approve the purchase of a John Deere loader from Murphy Tractor & Equipment with a trade-in of the 2012 Loader Backhoe, in an amount not to exceed \$116,900. (Public Works Director)

f. Recommendation to approve the purchase of (3) three Trailer-Mounted Arrowboards for the street department, in an amount not to exceed \$18,908. (Public Works Director)

g. Recommendation to approve the purchase of a Crafcoc SS250D Melter equipped with a fuel pressure gauge, in an amount not to exceed \$51,041.50. (Public Works Director)

h. Approve and authorize the Mayor to sign Amendment #1 to the Original Agreement with HGM Associates, Inc. for 8252 Cedar Island Road Public Works Odorant Building Renovation Project, in an amount not to exceed \$30,000. (Public Works Director)

i. Approve and authorize the Mayor to sign a Lease Agreement for a site located at 4401 Giles

Road to address immediate, short-term facility and staffing needs, in an amount not to exceed \$12,000. (Public Works Director)

j. Approve and authorize the Mayor to sign the agreement with NL&L Concrete Inc. for the CDBG Valleyview Sidewalk Improvements, in an amount not to exceed \$133,593.75 plus a 10% contingency of \$13,359.37 for a total project cost of \$146,953.12. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(April report will be attached to May 2nd Meeting)**

18. CLOSED SESSION:

19. ADJOURNMENT



City of Bellevue

March 14, 2023. Tree Board meeting minutes

Attendance: Joanne Langabee, Don Preister, Tom Mruz, Nancy Scott, Scott Evans, and Deborah Woracek attended in person. Craig Kimball was excused.

Jo reminded all to turn their volunteered time and mileage to Deborah.

It was moved and seconded by Tom Mruz and Scott Evans to approve the minutes of Feb.14, 2023 meeting. All present approved. **Deborah will email a copy of the minutes to the City of Bellevue for filing in the records.**

Parks Report: Jim Shada had not contacted Joann about this month's report, so this was tabled until next month. He was not present at the meeting.

Jo did report that Doug Clark, Bellevue Public Works Director, is moving to Arizona. **The Tree Board will invite his replacement to attend an up-coming meeting to meet us.**

Old Business:

Year End Report update: Jo reported that the Annual Report has been corrected and completed. Deborah and Scott moved and seconded that the Annual Report for 2022 be sent to the City Council. All present approved the motion. Don suggested that since the Council Members all read the report that we simply submit it and not present it in person. This is the way it was done last year to expedite shorter Council meetings. All approved.

City Grant: Jo and Don reminded members that the City of Bellevue has applied for a large grant from the US Forestry Service. This will include 3 tablets with the Tree Plotter software loaded on them, as well as funds for possibly 150 trees. Also included are funds to hire an outside company to provide care for the new trees for the first three years. They reported the grants must first all be submitted before the Forest Service decides how much each municipality receives. Don said that no timeline has been given for when the decisions will be made.

Arbor Day: Don said that St. Bernadette has declined the offer of us planting a tree on their grounds for Arbor Day. He still has inquiries out at Avery and Forest Station schools. He has not had return calls. **Don will approach those schools in person after this week's Spring Break. Jo suggested he ask at Birchcrest School.**

Earth Day: Jo asked for our plans for Earth Day. Don announced that Bellevue will continue to hold a Farmer's Market in Washington Park. A new person will be hired to carry on the duties for Carol Blood. We may set up a table at the opening Farmer's Market, June 3<sup>rd</sup>. as part of Sarpy County Earth Day events. Green Bellevue will pay for our booth at the city-wide celebration to be held in Elmwood Park, Omaha, on April 22, 2023. The time will be from 11-5 with booth set up by 10am. We will continue to promote Earth Day with our plant give aways at the weekly Bellevue Farmer's Market. A discussion followed about updating our hand-outs, how to make them paperless, as well as how to pass out pertinent information about tree plantings, tree care, pollinator gardens, etc. Don reported that Green Bellevue has decided to not have their Earth Day to renew the mulch on past plantings and Green Bellevue will promote them for us. **Parks and dates will be decided next month.** New plantings are to be delayed as we still have drought conditions occurring. Several area plantings were suggested for cleaning up as well, including some planted by the Bellevue Native Plant Group. Tom has new clippers that he will let Jo use as he will be unavailable for a period of time. Nancy suggested we spread out the cuttings in the beds to cut down on the amount of mulch needed. **Jo will let us know the dates she will need help with this spring cleaning. We are to all put the April 22 on our calendars as it is a busy time of year, and some already have prior commitments.**

Bellevue 411: **Scott is working on articles about how to look for winter damage. This will include a gentle reminder of how to tell if it is damaged or dead BEFORE cutting it down.**

New Business:

Tree Festival Work: Hastings Banner Park will not be available during 2023 as MUD is doing extensive sewer work in the area and needs to park their large equipment at that location. The initial plans will be postponed for 2023 but plans will continue for 2024. Don stated that the Veteran's Memorial Forest will be planned by the city but where and when is unknown at this time. Nancy suggested we have an architectural drawing done showing the future site and for us to have it now to promote the forest and the 2024 Tree Festival. Networking is to continue with nearby cities, such as LaVista, Gretna, and Papillion to promote their participation with the Tree Festival. **Jo said she can use the Tree Plotter images for a promotional drawing. Don said he could have the city printers enlarge it to poster size for us to use at our Farmer's Market and Earth Day booths. They are to check with the city works department to locate the boundaries of the ballfields at Hastings Banners Park. Jo is to check with Jim Shada about how much those baseball fields are used by the city. Don also would like us to locate more paperless information for handing out. This should include**

**information about replacing street trees in neighborhoods Possibly a QR code is available from the Nebraska Forest Service or new NEB Guides for trees.**

Tom would like our promotions to include the following quote, "The meaning of life is to plant trees, under whose shade you don't expect to sit." Nelson Herderson. All agreed this was a good idea.

Jo mentioned that our tree inventory could be expanded to include schools, churches, and other area cities. Don complimented our work and stated that we have a great foundation for future work.

Jo requested we meet at 8:30 for our April meeting as she has committed to present a program at 10 am at Fontenelle Forest. All agreed they could meet at that time. Tom asked if a Zoom meeting could be set up for that time. **Scott agreed to do this for us.**

Our next meeting will be April 11, 2023, **at 8:30 (and by Zoom, if needed).** Nancy and Jo moved and seconded we adjourn the meeting. All present approved.

Respectfully submitted,  
Deborah L. Woracek, Secretary  
Bellevue Tree Board

Next meeting April 11,2023 at 8:30am

Tentative agenda

Attendance

Volunteer Hours

Approve Minutes

Park Report – Jim

City Report – introduction of new Public Works Director

Old Business

Arbor Day: Where and two trees at Jo's house

Earth Day: Booth and poster; clean up days & mulching days

Bellevue 411 articles

Annual Report

New or returning Board Members

Renewing Board to Council

New Business

Tree City USA Growth Award

County Tree Festival

Winter projects for next winter



## City of Bellevue, Nebraska 2022 Tree Board Report

### Tree Board Contributions

Bellevue Tree Board volunteers have performed many varied services to increase and enhance our community trees for improved quality of life, including:

- Celebrated Arbor Day at Lewis & Clark Middle School with ceremony of Mayor's Proclamation, one tree planted, and 20 trees planted in Willow Springs Park with COX volunteers by a grant from Arbor Day Farm
- Re-certified by the Arbor Day Foundation as a Tree City, USA for 12th year, also earned the Growth Award again
- Responded to Council, Administration and citizen requests for tree inspections and advised them
- Advised on yearly tree inventory report to Parks Dept. those trees that need to be removed or work needed on trees
- Continued Bellevue's Emerald Ash Borer Response Plan (EAB Plan)
- EAB Plan status: 179 ash trees have been inventoried. With last tree inventory there are 145 ash trees in city parks and city land that are being monitored. No EAB identified in Bellevue yet.
- Completed Fire Fighter carving on ash tree stump in Washington Park
- Collaborated with UNL County Extension Office certified arborists, alerting citizens to EAB updates and misinformation
- Volunteers tended the Veterans' Home Rain and other Gardens with weeding, pruning, care
- Continued hazardous tree response in conjunction with Parks' staff
- Inventory assessment of trees is an on-going process. This year's number of total trees on city property is 3220, includes all 2019 annexations and...
- 2022 volunteer planted trees are 1 McCann, 3 Thompson, 9 Baldwin with \$2000 grant from Nebraska Arboretum, 20 Willow Springs 1 L & C school
- All trees are now inventoried in a program called Tree Plotter that is operated by the State Forestry Department. Parks staff were provided access to program.
- Updated the city tree inventory and provided copies to Jim Shada, Parks Superintendent
- Conducted 10 Tree Board planning meetings with minutes to City Clerk

- Inspected and summarized dying and dangerous trees for Code E.
- Participated in tree workshops, conferences and continuing education about trees
- Tree Board certified arborists conducted tree inspections for city staff
- Tree Board volunteers pruned 150 public trees, Heroes, Bellevue West
- Collaborating with Fontenelle Forest, Game & Parks and Nebraska Forest Service staff, on area-wide oak forest revitalization, including Jewell Park
- Consulted on removal of diseased trees in cemetery and other city locations
- Partnered with library staff, supporting their efforts with books and children's programs, plus, maintained their butterfly gardens
- Designed, funded and created Whispering Timbers Pollinator Park with grants of \$3250 which also was used at Rain Garden and Two Springs, in partnership with Milkweed Matters/Green Bellevue
- Helped plant Bioretention Garden at Mason Park using plants purchased by \$10,000 grant from Nebraska Statewide Arboretum
- Continued caring for and teaching at pollinator gardens at Two Springs Elementary School
- Maintained membership in the Alliance for Community Trees and participated in their webinars about tree care
- Mulch donated by TB member; Craig Kimball Tree Service, value \$3,000
- Continued leading the efforts to restore Jewell Park with neighbors and staff, including support of the new Parks Board
- Encouraged Bellevue University to become a Tree Campus, USA
- Continued restoration on the rain garden at 36<sup>th</sup> St trailhead with Green Bellevue grant of \$500
- Remained available to the Mayor and Council for projects, advise and recommendations
- Continue to label new trees by use of \$1000 grant from Green Bellevue.
- 1,180 total trees planted on city property by volunteers and grants in 13 years
- Information on tree care and trees has been put on Bellevue 411 and BTV
- President, Vice President and Secretary have been elected
- Developed Logo and Letterhead for the Tree Board
- Keeping Park Board informed of what the Tree Board is doing
- Cared for the grant funded and member planted pollinator beds at Sarpy County Museum, that included trees and shrubs
- Mulched 200 trees at Two Springs, Heroes, Stonecroft, Gilder
- Conducted education display at Earth Day Omaha/Bellevue
- Weeding flower beds at Everett Park, Triangle and other city locations

- Transplanted trees in Heroes Park for parking lot expansion
- Education and tree give away each week of Farmers market

A total of 780 hours of service performed @ \$25	\$ 19,500
A total of 2797 miles driven by volunteers @\$0.58	\$ 1,622
Total grant funds received and spent	\$ 18,750
Total 2022 financial contribution to Bellevue	\$ 39,872
Total of previous 12 years' contributions	\$453,472
Cumulative 13-year financial contribution to Bellevue	\$493,344

**Cumulative total contributions to city trees & community well-being: Priceless!**

In service to Bellevue and trees: the Bellevue Tree Board,

**Scott Evans**, Certified Arborist: International Society of Arboriculture (ISA); UNL Extension Horticulturist

**Craig Kimball**, Certified Arborist, owner, Kimball Tree Service

**Joanne Langabee**, Certified Master Naturalist

**Tom Mruz**, Gardener, Tree Planter

**Deborah Woracek**, Certified NE Master Naturalist, CIG, F. Forest Raptor Educator

**Nancy Scott**, Certified Master Gardener, past Certified Arborist, Nurseryman NNLA

**Don Preister**, Bellevue City Council

Supported by:

**Jim Shada, Mark Blackburn**, City of Bellevue Parks Department

**Graham Herbst**, NE Forest Service Arborist/Educator

**Michelle Foss**, Fontenelle Forest Director of Resource Stewardship  
plus, other professional tree, nursery and landscape people

Our gratitude and respect go out to each of these dedicated public servants.

# MINUTE RECORD

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4/18/2023

Bellevue City Council Meeting, April 4, 2023, Page 1

A regular meeting of the Mayor and Council of the City of Bellevue was called to order by Mayor Rusty Hike at the Bellevue City Hall on the 4<sup>th</sup> day of April, 2023 at 6:00 p.m. Present were Council Members Paul Cook, Jerry McCaw, Don Preister, and Thomas Burns. Absent were Council Members Rich Casey and Kathy Welch.

Also present were City Administrator Jim Ristow and City Attorney Aimee Bataillon, and Assistant City Attorney Annie Mathews.

Notice of this meeting was given in advance thereof by publication in the Gretna/Sarpy Guide and News and posted 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 the Pledge of Allegiance. Father Tom Jones, Church of the Holy Spirit, 1305 Thomas Drive, gave the invocation.

## **OPEN MEETINGS ACT**

Mayor Hike announced a copy of the Open Meetings Act is posted on rear wall of City Council Chambers.

## **APPROVAL OF THE AGENDA:**

**Motion** was made by Cook, seconded by Burns, to approve the agenda.

Roll call vote to approve the agenda was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

## **APPROVAL OF THE CONSENT AGENDA:**

**Motion** was made by Burns, seconded by Preister, to approve the consent agenda consisting of the following items: Acknowledge receipt of the March 16, 2023 Board of Health Minutes; Approval of the March 21, 2023 City Council Minutes; Acknowledge receipt of the March 23, 2023 Planning Commission Minutes; and Approval of Claims.

Roll call vote to approve the consent agenda was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

## **SPECIAL PRESENTATIONS:**

Proclamation for Bellevue West Boys Class "A" State Basketball Champions was read by Mayor Hike.

## **ORGANIZATIONAL MATTERS: NONE**

## **APPROVED CITIZEN COMMUNICATION: NONE**

## **LIQUOR LICENSES:**

**Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Lynn G. Trimpey as the new Manager for Industrial Social Hall Inc. dba "Knights Event Center" at 1020 Lincoln Road, Bellevue. (City Clerk)**

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

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

**Motion** was made by Cook, seconded by Burns, to recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Lynn G. Trimpey as the new Manager for Industrial Social Hall Inc. dba "Knights Event Center" at 1020 Lincoln Road, Bellevue.

Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

## **ORDINANCES FOR ADOPTION: (Third Reading): NONE**

## **ORDINANCES FOR PUBLIC HEARING: (Second Reading)**

**Ordinance No. 4117: An ordinance to update the compensation ordinance for seasonal employees.**

# MINUTE RECORD

Bellevue City Council Meeting, April 4, 2023, Page 2

Ordinance No. 4117: An ordinance of the City of Bellevue, Nebraska, classifying the employees of the city; fixing the ranges of compensation of such employees; providing a pay range schedule; providing for publication in pamphlet form; repealing Ordinance No. 4114; and providing for an effective date was read for the second time and a public hearing was held.

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

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

Mayor Hike stated the third and final reading will be heard at the Council meeting on April 18, 2023.

**Ordinance No. 4118: Request to vacate the plat of Lots 1 and 2, Heer and Theer Addition. Applicants: 1st City Development, LLC, John Jungers, and The David and Ruth Heer Revocable Trust. General Location: 2304 Lincoln Road.**

Ordinance No. 4118: An ordinance to vacate the plat of Lots 1 and 2, Heer and Theer Addition located at or about 2304 Lincoln Road, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the second time and a public hearing was held.

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

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

Mayor Hike stated the third and final reading will be heard at the Council meeting on April 18, 2023.

## **ORDINANCES FOR INTRODUCTION (First Reading):**

**Ordinance No. 4119: Request to rezone Lot 143, Nob Hill, from BG to RS-84 for the purpose of an existing single-family residence. Applicant: Chris Lake Properties, LLC. General location: 608 Nob Hill Terrace.** (Planning Manager)

Ordinance No. 4119: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the zone classification of land located at or about 608 Nob Hill Terrace, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on April 18, 2023.

**Ordinance No. 4120: Request to rezone Lot 1D, Pleasant Hill or Martin's Subdivision, from RS-72 to BG for the purpose of a daycare center. Applicant: Twins Daycare, LLC. General location: 7952 S. 25th Street.** (Planning Manager)

Ordinance No. 4120: An ordinance to amend the official zoning map of the City of Bellevue, Nebraska, as provided for by Article 3 of Ordinance No. 4104 by changing the classification of land located at or about 7952 South 25th Street, more particularly described in Section 1 of the ordinance and to provide an effective date was read for the first time.

Mayor Hike stated the second reading and public hearing will be heard at the Council meeting on April 18, 2023.

## **PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE**

## **RESOLUTIONS:**

**Resolution No. 2023-08: A resolution approving the expenditures of Sanitary and Improvement District (SID) No. 243, Clearwater Falls, for park improvements, in the amount of \$380,983.05.** (Planning Manager)

**Motion** was made by Burns, seconded by McCaw, to approve Resolution No. 2023-08: A resolution approving the expenditures of Sanitary and Improvement District (SID) No. 243, Clearwater Falls, for park improvements, in the amount of \$380,983.05. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

**Resolution No. 2023-03: Condemning the structure(s) at 1607 Franklin Street, Bellevue, NE 68005.** (Chief Building Inspector)

**Motion** was made by Burns, seconded by McCaw, to approve Resolution No. 2023-03: Condemning the structure(s) at 1607 Franklin Street, Bellevue, NE 68005.

# MINUTE RECORD

Bellevue City Council Meeting, April 4, 2023, Page 3

Mr. Mike Christensen, Chief Building Inspector, provided pictures indicating the progress made on the property. The rear deck and stairway passed inspection today. The siding has been replaced on the south side and meets the current code. The stairs on the front left had riser issues early in the day. The repair has since been completed. The garage on the south side was removed. There is still some cleanup which needs to be done. The secondary garage had foundation failure and has been repaired. Cosmetically, it still needs paint. The soffits are still in need of repair.

Mayor Hike inquired what date was given to complete the repairs. Mr. Christensen explained the homeowner thought he could have the outside finished by March 31<sup>st</sup>. Mayor Hike confirmed the soffit repairs and remaining siding still need to be completed. Mr. Christensen stated yes and soffit repair, along with cosmetic repairs.

Councilman Burns inquired how much time it will take to complete the items. Mr. Christensen estimated a week with enough manpower.

Mayor Hike inquired if the property will be available to lease. Mr. Christensen stated the property is habitable, it is just dated. Mayor Hike inquired if an occupancy will be issued. Mr. Christensen explained an occupancy certificate was issued in the past. It has never been taken away.

Councilman Cook questioned if the house would be able to be occupied today. Mr. Christensen stated all the corrections in the original notification would need to be addressed.

Councilman Cook stated his thought is, the homeowner has done a lot of work. Mr. Christensen commented that he agrees. He has come this far, so he would support allowing him more time to complete the last few items.

Discussion occurred on continuing the item.

Councilman Burns withdrew his motion. Councilman McCaw withdrew his second.

Mr. Christensen advised he would like to see resolution stay in place and all the violations completed 100%.

**Motion** was made by Burns, seconded by Preister, to continue the request to approve Resolution No. 2023-03: Condemning the structure(s) at 1607 Franklin Street, Bellevue, NE 68005 to May 2, 2023.

Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

**Resolution No. 2023-09: Authorize the City of Bellevue's participation in the national opioid settlements with Teva, Allergan, CVS, Walgreens, and Walmart.** (Legal Department/Administration)

**Motion** was made by Cook, seconded by McCaw, to approve Resolution No. 2023-09: Authorize the City of Bellevue's participation in the national opioid settlements with Teva, Allergan, CVS, Walgreens, and Walmart. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

## **CURRENT BUSINESS:**

**Update from Mike Christensen, Chief Building Inspector, on the progress of bringing the dwelling(s) at 1611 Franklin Street back into habitable code compliance.** (Chief Building Inspector)

Mr. Mike Christensen, Chief Building Inspector, advised, as he mentioned at the March 7<sup>th</sup> meeting, the property is up for sale. There have been no farther renovations completed on the structure. He presented a picture from the official notification process. The interior has never been finished. No certificate of occupancy has ever been issued. There are some issues on the exterior that also need to be repaired.

Councilman Cook inquired if this property was given a longer time frame to complete the required work. Mr. Christensen replied yes.

**Approve and authorize the Mayor to sign the Agreement with Commonwealth Electric Company for 36th Street and Blaine Avenue Traffic Signal and ADA modifications, in an amount not to exceed \$139,594.26, plus a 10% contingency of \$13,959.00, for a total project cost of \$153,553.26.** (Public Works Director)

**Motion** was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the Agreement with Commonwealth Electric Company for 36th Street and Blaine Avenue Traffic Signal and ADA modifications, in an amount not to exceed \$139,594.26, plus a 10% contingency of \$13,959.00, for a total project cost of \$153,553.26. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

**Approve and authorize the Mayor to sign the agreement with Earnest Construction Group Inc. for the 2023 Concrete Projects, in an amount not to exceed \$622,898.25, plus a 10% contingency of \$62,289.93, for the total project cost of \$685,188.08.** (Public Works Director)

# MINUTE RECORD

Bellevue City Council Meeting, April 4, 2023, Page 4

**Motion** was made by Preister, seconded by McCaw, to approve and authorize the Mayor to sign the agreement with Earnest Construction Group Inc. for the 2023 Concrete Projects, in an amount not to exceed \$622,898.25, plus a 10% contingency of \$62,289.93, for the total project cost of \$685,188.08. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

**Approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with Lift Up Sarpy for the Bellevue Community Assistance Program, in an amount not to exceed \$72,500.00.** (Finance Director/CDBG Program Specialist)

**Motion** was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the Community Development Block Grant (CDBG) Subrecipient Agreement with Lift Up Sarpy for the Bellevue Community Assistance Program, in an amount not to exceed \$72,500.00. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

**Approve and authorize the Mayor to sign a Settlement Agreement with Sarpy County and Sarpy County Treasurer to settle, resolve, and dispose of issues related to the PILOT Litigation, in an amount not to exceed \$507,741.69.** (Administration/Legal Department)

**Motion** was made by Cook, seconded by Burns, to approve and authorize the Mayor to sign a Settlement Agreement with Sarpy County and Sarpy County Treasurer to settle, resolve, and dispose of issues related to the PILOT Litigation, in an amount not to exceed \$507,741.69. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

**ADMINISTRATION REPORTS: Comments must be limited to items on the current reports** (March report attached to packet)

Councilman Preister requested information Mr. Ristow had with Congressman Flood regarding the VA Hospital and electric vehicles. Mr. Ristow provided information on the meetings.

Councilman Burns requested information from Mr. Ristow regarding the meeting with Bellevue Housing Authority on Affordable Housing. Mr. Ristow provided information.

Mayor Hike mentioned there is a position on the Bellevue Housing Authority Board and is accepting resumes if anyone is interested.

**CLOSED SESSION:** NONE

## **ADJOURNMENT**

There being no further business to come before the Council at this time, on motion by Preister, seconded by Burns, the meeting was adjourned at 6:41 p.m. Roll call vote to approve the motion was as follows: Cook, McCaw, Preister, and Burns voted yes; voting no: none; absent: Casey and Welch. Motion carried.

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Shirley R. Harbin, Deputy City Clerk

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Rusty Hike, Mayor

I, the undersigned, Deputy 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 April 4, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

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Shirley R. Harbin, Deputy City Clerk

# MINUTE RECORD

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4/18/2023

## CLAIMS FOR APRIL 18, 2023

PAGE 1

### MAYOR

AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	46.33
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	13.06
OMAHA COUNCIL	CPS-OMAHA COUNCIL-MAPA MEETING	10.00
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		\$ 69.39

### CITY ADMINISTRATOR

AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	92.66
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	329.47
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	56.17
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	25.26
GOTOMEETING	CPS-MONTHLY CONFERENCE CALLS	17.12
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	84.48
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	44.12
SAM'S CLUB DIRECT	SUPPLIES	89.84
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	249.91
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		\$ 989.03

### LEGAL

AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	92.66
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	58.14
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	25.69
DROP BOX	CPS-CASE MANAGEMENT	19.99
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	23.65
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	15.70
UNITED STATES POSTAL SERVICE	CPS-MAILING	16.89
		<hr/>
		\$ 252.72

### CABLE ADVISORY

AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	46.33
B & H PHOTO-VIDEO	CPS-SUPPLIES	11.40
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	290.71
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	8.70
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	32.98
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	25.75
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		\$ 415.87

### CITY CLERK

AMAZON.COM, LLC	CPS-SHREDDER	107.47
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	503.89
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	13.06
GRETN A GUIDE & NEWS	LEGAL AD	205.35
HOLIDAY INN EXPRESS HOTEL & SUITES	LODGING FOR TRAINING-HARBIN	574.75
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	32.54
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	24.96
SARPY COUNTY ELECTION COMMISSION	VERIFICATION OF SIGNATURES FOR PETITION	5,348.11
SMITH DAVIS INSURANCE INC	RENEW POLICY 2022/12/10-2026/12/10	1,050.00
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		\$ 7,860.13

# MINUTE RECORD

## CLAIMS FOR APRIL 18, 2023

PAGE 2

### FINANCE/RISK MANAGEMENT

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES	166.34
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	92.66
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	426.37
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	194.66
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	63.26
GRAINGER	SAFETY HARNESS	638.55
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	129.99
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	83.84
SAM'S CLUB DIRECT	SAM'S CLUB 2023 MEMBERSHIP RENEWAL BAL-TAX	10.51
		\$ 1,836.18

### LIBRARY

AMAZON.COM, LLC	BOOKS, OFFICE SUPPLIES, PROGRAM SUPPLIES, VIDEO	1,840.58
BARNES & NOBLE	BOOK	28.87
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	570.56
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	337.51
CENGAGE LEARNING, INC	TEST PREP ANNUAL SUBSCRIPTION, BOOKS	3,259.06
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	43.52
INGRAM LIBRARY SERVICES	BOOKS	3,210.18
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	21.87
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	1,446.04
OVERDRIVE, INC	E-BOOKS, AUDIO-BOOKS	2,000.00
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	105.14
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	84.15
RUFF WATERS	AQUARIUM MANAGEMENT	121.93
SCOTT WELCH	MONTHLY WEB MAINTENANCE	125.00
THE DURHAM MUSEUM	LIBRARY PASS PROGRAM	200.00
WALMART COMMUNITY	CPS-PROGRAM SUPPLIES	78.63
WALMART-CAPITAL ONE	CC STMT # 1647618709 MAR 2023	9.85
ZOOBEAN INC	ANNUAL RENEWAL 2023/04/23-2024/04/22	1,695.00
		\$ 15,177.89

### ADMINISTRATIVE SERVICES/PERSONNEL

AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	138.99
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	329.47
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	60.82
HR NEBRASKA CONFERENCE	CPS-REGISTRATION-DECKER	500.00
HUMAN RESOURCE ASSOC OF THE MIDLANDS	APRIL CHAPTER PROGRAM-DECKER	40.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	50.50
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
MATRIX BUSINESS SYSTEMS INC	NEW BROTHER PRINTER, TONER	1,513.00
OMAHA PUBLIC POWER DISTRICT	2023/02/20-03/21 MONTHLY SERVICE	159.22
ONE SOURCE	BACKGROUND CHECKS 2023/03/01-2023/04/01	49.50
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	119.94
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	94.35
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	2,564.95
		\$ 5,650.74

# MINUTE RECORD

## CLAIMS FOR APRIL 18, 2023

PAGE 3

### CODE ENFORCEMENT

AMAZON.COM, LLC	CPS-PRINTER SUPPLIES	100.47
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	431.85
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	44.96
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	25.58
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	74.86
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	62.49
ROSE TREE SERVICE	REMOVE DEAD BRANCHES-1321 HANCOCK	1,800.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	564.45
		<hr/>
		\$ 3,104.66

### PUBLIC WORKS

AMAZON.COM, LLC	CPS-BATTERY CHARGER, OFFICE SUPPLIES	67.92
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	345.48
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	75.51
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	52.22
DAVE GOEDEKEN	REIMB CONFERENCE EXPENSES	442.30
FAIRFIELD INN	CPS-LODGING FOR TRAINING-SCHRADER	144.14
HAMPTON INN KEARNEY	CPS-LODGING-GOEDEKEN	425.10
INDOFF, INC	COPY PAPER	155.97
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	147.91
ONE CALL CONCEPTS	DIGGERS HOTLINE	2,053.10
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	130.80
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	89.18
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	44.07
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		\$ 4,173.70

### PARKS

A-RELIEF SERVICES	PORTABLE RESTROOM-CITY PARKS	1,051.00
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	86.37
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	1,082.27
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	11.17
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	39.17
HDR ENGINEERING, INC	BPW-211123 AHP WW COLLECTION SYS 2023/02/26-2023/04/01	4,366.35
MENARDS	RE-BAR-FAULKLAND CURB, RAKES	318.81
OMAHA PUBLIC POWER DISTRICT	2023/01/31-03/01 MONTHLY SERVICE	2,507.51
PRECISE MRM LLC	FLAT DATA PLAN	325.00
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	99.85
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	82.90
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	1,962.98
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		\$ 11,933.38

### RECREATION

AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	92.66
BELLEVUE EAST HIGH SCHOOL	FOOTBALL/SOCCER PROGRAM STAFFING	2,700.00
BELLEVUE PRINTING COMPANY	TIME SHEETS FOR RECREATION WORKERS	173.25
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	54.98
DICK'S CLOTHING AND SPORTING GOODS	CPS-BASKETBALL EQUIPMENT	807.84

# MINUTE RECORD

## CLAIMS FOR APRIL 18, 2023

PAGE 4

### RECREATION (cont'd)

OMAHA PUBLIC POWER DISTRICT	2023/02/20-03/21 MONTHLY SERVICE	177.68
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	37.18
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	27.63
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	142.61
US TENNIS ASSOCIATION	CPS-MEMBERSHIP-SHADA	67.90
WALMART COMMUNITY	CPS-OFFICE SUPPLIES	4.11
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		\$ 4,285.84

### FACILITY MAINTENANCE

AMAZON.COM, LLC	CPS-WATER PUMP	216.99
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	138.99
BIG INK	UNIFORM EMBROIDER	27.00
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	2,781.09
CARPENTER PAPER CO	JANITORIAL SUPPLIES	787.06
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	4.35
FERGUSON ENTERPRISES INC #1657	ELECTRONIC MODULES	558.00
HELM SERVICES, INC	HEATING REPAIR-DIST 1	2,057.90
IDEAL PURE WATER COMPANY	BOTTLED WATER	40.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-CITY BUILDINGS	137.04
JOHNSON HARDWARE COMPANY	DOOR HOLDER-DIST 2	41.60
MENARDS	CLEANING SUPPLIES, GASKETS, DRILL BITS, PAINT	219.67
METAL LOGOS	INTERIOR WALL DISPLAY	252.86
OMAHA PUBLIC POWER DISTRICT	2023/01/31-03/01 MONTHLY SERVICE	1,072.63
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	99.93
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	84.47
ROCHESTER MIDLAND CORPORATION	WATER ENERGY TEAM BILLING	333.84
SHERWIN WILLIAMS CO	PAINT SUPPLIES	75.72
THE HOME DEPOT PRO	JANITORIAL SUPPLIES	643.04
TK ELEVATOR CORPORATION	ELEVATOR MAINTENANCE-2023/04/01-04/30	512.06
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	648.90
WESTLAKE ACE HARDWARE	LED LIGHTS-REED CENTER	6.99
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		\$ 10,740.13

### CEMETERY

AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	46.33
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	39.76
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	4.35
OMAHA PUBLIC POWER DISTRICT	2023/02/20-03/21 MONTHLY SERVICE	846.23
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	33.82
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	28.26
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	124.18
WESTLAKE ACE HARDWARE	BRAKE CLEANER, GLUE, THREADLOCKER-CEMETERY	62.68
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		\$ 1,185.61

# MINUTE RECORD

CLAIMS FOR APRIL 18, 2023

PAGE 5

**STREETS**

AMAZON.COM, LLC	CPS-PRINTER SUPPLIES	53.59
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	231.65
AVERY RENTS	PROPANE	35.39
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	2,123.43
BURRELL ENTERPRISES, LLC	REPLACE CULVERT-GALVIN & FAIRVIEW	14,876.00
BURRELL ENTERPRISES, LLC	REPLACE RETAINING WALL BLOCK-CHANDLER	1,625.00
CARROLL CONSTRUCTION SUPPLY	GARAGE BROOM, RIVET SHOVELS, ALUM PULLCRETE	970.26
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	39.17
COMMERCIAL SEEDING CONTRACTORS	EROSION BLANKET-SID 067	2,970.00
COMMONWEALTH ELECTRIC CO OF THE MIDWEST	BPW-220107 GALVIN/BIRCHCREST IMP TO 2023/04/03	199,802.36
FAIRFIELD INN	CPS-LODGING FOR TRAINING-EARNEST	144.14
INDEPENDENT SALT CO	ICE CONTROL SALT	12,404.65
MACQUEEN EQUIPMENT, LLC	GUTTER BROOMS	3,981.12
MARTIN ASPHALT	BULK OIL	248.00
MD SOLUTIONS, INC	CANTILEVER WING BRACKET	1,422.86
MENARDS	LUMBER, SPOUT, NAILS, CUT-OFF RISER, MIXER	257.10
METRO LEASING CO	LEASE 8748-INT'L TRUCK	26,953.86
MICHAEL TODD & COMPANY	TUBE BROOMS	2,154.24
OLSSON ASSOCIATES	BPW-220712 36TH & BLINE THRU 2023/03/11	2,170.52
OLSSON ASSOCIATES	BPW-220712 36TH & BLINE THRU 2023/03/11	1,241.92
OMAHA PUBLIC POWER DISTRICT	2023/01/31-03/01 MONTHLY SERVICE	96,597.55
OMNI ENGINEERING	ASPHALT	4,753.00
PRECISE MRM LLC	FLAT DATA PLAN	1,450.00
READY MIXED CONCRETE COMPANY	CONCRETE	20,380.88
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	363.08
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	315.26
RHOMAR INDUSTRIES	STRIPE-OFF CANS	424.58
THIELE GEOTECH	BPW-220107 GALVIN/BIRCHCREST PED CROSSING	1,226.00
UMB BANK - TRUST OPERATIONS	HWY ALLOC FUND PLEDGE BONDS 2021 \$5,850,000 DTD 2021-08-20	58,500.00
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	6,278.31
WESTLAKE ACE HARDWARE	TAPE, SPRAY PRIMER, PULLEY, CLIPS, SUPPLIES	101.13
		<b>\$ 464,095.05</b>

**FLEET MAINTENANCE**

911 CUSTOM, LLC	RIFLE MOUNTS, FORD MACH-E PASS, MOUNTING BRACKETS	6,412.18
AA WHEEL & TRUCK SUPPLY, INC	BREAK-AWAY SWITCH, SEAL	45.82
ACCUPRINT LASER SERVICES	TONER CARTRIDGE	144.95
ADVANCE AUTO PARTS	BATTERIES	154.52
ALLIED OIL & SUPPLY COMPANY	OIL	3,414.63
AMAZON.COM, LLC	CPS-ANTI-SCALP WHEELS, BATTERY, FILTERS, FUSES, HOOK MOUNTS, OFFICE SUPPLIES, KEYFOBS REMOTE	3,269.79
ARROW TOWING	HD TOW CHARGE-ST252	370.00
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	46.33
AUTO VALUE PARTS - SOUTH OMAHA	FILTERS, LAMPS, FUSES, GASKETS, MUFFLER PARTS, PARTS	668.01
AUTOMOTIVE WAREHOUSE DIST, INC	AP EXHAUST, BRAKE FLUID, PARTS	913.86
BAUER BUILT TIRE & SERVICE	TIRES	1,488.68
BAXTER FORD	BUSHINGS, VALVES, SENSORS, FILTERS	305.73
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	1,377.93

# MINUTE RECORD

## CLAIMS FOR APRIL 18, 2023

PAGE 6

### FLEET MAINTENANCE (cont'd)

BOBCAT OF OMAHA	SEAL KITS	187.94
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	53.46
CAPITALONE TRADE CREDIT	TOOL BOX-ST47	2,106.58
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	30.46
CORNHUSKER INTERNATIONAL TRUCKS	SWITCH, PISTONS, HOSE, SENSORS, GASKETS, CLAMPS	1,162.53
CUMMINS SALES AND SERVICE	PRESSURE SENSOR, CONNECTOR	193.29
DANIELSON / TECH SUPPLY	LUBE BRUSHES	60.11
DANKO EMERGENCY EQUIPMENT	JAWS OF LIFE HOOKS	220.92
DULTMEIER SALES LLC	COUPLER, HOSE	398.20
EDWARDS CHRYSLER DODGE JEEP RAM	SLIM SEALS	217.71
FACTORY MOTOR PARTS CO	SPARK PLUG	13.14
FARM PLAN	FAN HOUSING	160.72
FLEET PRIDE	EQUALIZERS, SHACKLE LINKS, BUSHINGS, TUBE ASSY	852.84
GRAHAM TIRE COMPANY	TIRES	627.64
GRAINGER	GLOVES	17.43
HEMPEL SHEET METAL WORKS, INC	METAL FOR P0646	50.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	118.25
INTERSTATE BATTERIES	BATTERY	569.58
J & J SMALL ENGINE SERVICE	BLADES	324.82
KRIHA FLUID POWER CO	FITTINGS	326.82
LOGAN CONTRACTORS SUPPLY	HAND WINCH, STARTER RECOIL	982.54
MACQUEEN EQUIPMENT, LLC	SERVICE DONE ON ST359, FILTERS	1,253.97
MATHESON TRI-GAS INC	WELDING SUPPLIES, RESPIRATOR MASKS	714.25
MENARDS	TIRES, CHIP BRUSH, HOSE, COPPER	431.63
MEYER LABORATORY INC	CASES OF HAND SOAP	192.00
MOTOROLA SOLUTIONS, INC	DVD REPAIR-UNIT601	324.00
NAPA AUTO PARTS	FILTERS, GROMMETS, CLAMSPS, BRAKE HOSES, FITTINGS, MIRRORS, GLOVES, BATTERY	1,854.96
NEBRASKA IOWA INDUSTRIAL FASTENERS	NUTS, DRILL BITS, RIVETS, SCREWS	287.51
NOREGON SYSTEMS	CPS-RENEW MAINTENANCE	5,482.68
OMAHA PUBLIC POWER DISTRICT	2023/02/21-03/22 MONTHLY SERVICE	1,165.74
PERFORMANCE ADVANTAGE COMPANY	TOOL BOARDS-ENG 1	3,254.53
POWERPLAN	FILTER ELEMENTS, TOOL BOARDS, WASHERS, TOOTH, SPRINGS	2,154.66
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	210.68
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	168.30
STATE STEEL	ALUM FLOOR PLATE	1,241.02
TOYNE, INC	120V CONNECTORS	589.60
TURFWERKS	WASHERS FOR STOCK	42.14
UPS STORE	FREIGHT TO SEND BACK WRONG PARTS	43.24
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	609.49
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	259.38
WAYTEK, INC	HEAT SHRINK	383.21
WESTLAKE ACE HARDWARE	KEYS	2.99
WOODHOUSE CBP	CHECK AWD MODULE-UNIT614	583.13
		<b>\$ 48,536.52</b>

# MINUTE RECORD

## CLAIMS FOR APRIL 18, 2023

PAGE 7

### PLANNING

AMERICAN PLANNING ASSOCIATION	MEMBERSHIP DUES-CURRY	286.00
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	46.33
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	68.30
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	13.06
CROWNE PLAZA HOTEL	LODGING FOR CONFERENCE-PALM	269.90
HOLIDAY INN EXPRESS HOTEL & SUITES	LODGING FOR CONFERENCE	329.85
OMAHA WORLD HERALD	LEGAL AD	21.18
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	48.54
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	37.05
		\$ 1,120.21

### PERMITS & INSPECTIONS

AMAZON.COM, LLC	CPS-CALCULATOR	99.85
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	277.98
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	91.25
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	74.12
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	21.76
EMBASSY SUITES - CO	CPS-LODGING FOR TRAINING-COOK	1,044.00
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	117.73
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	91.37
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	729.83
		\$ 2,547.89

### POLICE

ACTION SIGNS	INSTALL GRAPHICS-UNIT 606	75.00
AMAZON WEB SERVICES, INC	MONTHLY WEB SERVICES-MAR 2023	503.12
AMAZON.COM, LLC	BATTERIES, OFFICE SUPPLIES, BACKPACK	1,101.45
AMERICAN SOCIETY OF EVIDENCE-BASED POLICING	CPS-TRAINING-JASHINSKE	190.00
ANDERSON FORD OF LINCOLN	2023 FORD F150 VIN #1FTFW1P82PKD31834	45,579.00
A-RELIEF SERVICES	PORTABLE RESTROOM-GUN RANGE	128.00
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	4,154.60
AVERY L LOSCHEN	RENT FOR K9 BUILDING-MAY 2023	1,248.00
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	1,617.16
CAPITAL BUSINESS SYSTEMS, INC	COPIER EXPENSE	300.76
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	372.85
CLYDE ARMORY	GEAR BAGS FOR SWAT	4,459.00
CNA SURETY DIRECT BILL	CPS-SURETY BOND	40.00
COMFORT INN	CPS-LODGING FOR TRAINING-FRANKS, HELLER	439.68
CONSOLIDATED MANAGEMENT CO	MEALS FOR TRAINING AT THE ACADEMY	109.25
CULLIGAN OF OMAHA	BOTTLED WATER	395.20
DANKO EMERGENCY EQUIPMENT	COLLAPSABLE CONES	900.00
EMBASSY SUITES	CPS-LODGING FOR TRAINING-DUCKER, KOLBE	1,804.70
EZ RIDE	CPS-TRAVEL-LAMPMAN	94.00
FASTSIGNS	CPS-VINYL GRAPHICS	345.00
FBI LEEDA	CPS-TRAINING-BROWN, GERMAN, HOFFMAN, MANNING, REED, VEST	4,170.00
FBI NAT'L ACADEMY ASSOCIATION	CPS-TRAINING-MELVIN	150.00
FLAMINGO HOTEL	CPS-DEPOSIT FOR LODGING FOR TRAINING-GREINER	68.03
FOX VALLEY TECHNICAL COLLEGE	CPS-TRAINING-MILLER, ANDHAL	590.00

# MINUTE RECORD

CLAIMS FOR APRIL 18, 2023

PAGE 8

**POLICE (cont'd)**

GALLO PROFESSIONAL POLYGRAPH SERVICES	POLYGRAPH SERVICE	800.00
GALL'S, LLC	TRAINING KNIFE, BADGE HOLDER	302.76
GREAT PLAINS UNIFORMS	BALLISTIC VESTS (5 EMP), UNIFORM (9 EMP), MOTORCYCLE WINGS	5,811.90
HILTON HOTELS - IA	CPS-LODGING FOR TRAINING-STUCK	294.12
INFOSAFE SHREDDING	SHREDDING SERVICE	120.00
INT'L ASSOCIATION OF WOMEN POLICE	CPS-TRAINING-MEYERS, PLEISS	600.00
JACKSON SERVICES, INC	DOOR MAT SERVICE	152.84
JONOVAN HARGISS	REIMB FOR SWAT GLASSES	50.64
KIESLER POLICE-SUPPLY & AMMO	SWAT AMMO FOR TRAINING	1,997.70
LENS EQUIPMENT	RENEW SERVICE FOR GPS TRACKERS	499.00
LP POLICE	LP MONTHLY PLAN FEE-MAR 2023	259.90
MATRIX BUSINESS SYSTEMS INC	COPIER EXPENSE	310.20
MYZONE, INC	CPS-WELLNESS PROGRAM	75.00
NAME TAPE FACTORY	CPS-SWAT UNIFORM NAME TAGS	416.99
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	CPS-CREDIT-REFUND FOR TRAINING-SOLORIO	(400.00)
NEBRASKA INTERNATIONAL ASSOCIATION FOR IDENTIFICATION	CPS-TRAINING-BEES	75.00
NICHOLAS GREINER	REIMB PER DIEM FOR TRAINING	147.50
OFFUTT COLLISION REPAIR CENTER	BODY DAMAGE REPAIR-UNIT 627	2,725.89
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	66.82
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	2,022.30
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	991.77
SCOTT MILLER	REIMB TRAINING EXPENSES	762.65
SECURE-IDLE, INC	ANTI-THEFT DEVICES-K9 UNITS	452.30
SIG SAUER, INC	REPLACEMENT PARTS	108.00
SOUTHWEST AIRLINES	CPS-CPS-TRAVEL FOR TRAINING-, GREINER, DUCKER, JASHINSKE, LAMPMAN	1,313.68
TIMOTHY MELVIN	REIMB PER DIEM FOR TRAINING EXPENSES	147.50
T-MOBILE USA, INC	SEARCH WARRANT FEES	25.00
TOWNE PLACE SUITES	CPS-LODGING FOR TRAINING-MELROSE	234.08
U.S. CELLULAR	2023/03/09-04/08 MONTHLY SERVICE	88.56
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	13,413.61
VERIZON WIRELESS	2023/02/24-03/23 MONTHLY SERVICE	1,800.45
VERIZON WIRELESS-VSAT	SUBPEONA FOR INVESTIGATION	50.00
VISTA PRINT	CPS-BUSINESS CARDS	159.98
		<b>\$ 104,710.94</b>

**FIRE & RESCUE**

AETNA BETTER HEALTH OF NEBRASKA	REFUND FOR SERVICE	515.52
AIRGAS USA, LLC	MEDICAL OXYGEN	196.68
AMAZON.COM, LLC	CPS-KITCHEN SUPPLIES, PRINTER SUPPLIES	138.09
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	1,930.83
BASS PRO SHOP	CPS-WATER RESCUE UNIFORMS	1,091.36
BLACK HILLS ENERGY	2023/03/01-03/30 MONTHLY SERVICE	1,836.69
BLUE CROSS BLUE SHIELD OF NEBRASKA	REFUND FOR SERVICE	83.79
BODY BASICS FITNESS EQUIPMENT	CITY SHARE OF TREADMILL	2,397.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	4,171.00
BRETT MATTHEIS	REFUND FOR SERVICE	44.00
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	110.92

# MINUTE RECORD

## CLAIMS FOR APRIL 18, 2023

PAGE 9

### FIRE & RESCUE (cont'd)

EC DATA SYSTEMS, INC	CPS-SHARE OF EMS FAX SERVER	7.95
ED M FELD EQUIPMENT CO	REPAIR LADDERS	1,610.00
ESTHER CRAM	REFUND FOR SERVICE	578.03
GREAT PLAINS UNIFORMS	UNIFORMS 9 EMP	902.45
MARCO TECHNOLOGIES, LLC	COPIER EXPENSE	219.34
MENARDS	BRUSH-ON BED LINER KIT, CLEANING SUPPLIES, TAPE	155.51
NATIONAL FIRE PROTECTION ASSOCIATION	CPS-MEMBERSHIP DUES-GIFFORD	180.00
OMAHA PUBLIC POWER DISTRICT	2023/01/31-03/01 MONTHLY SERVICE	5,635.92
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	1,350.34
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 LIFE RELIANCE INSURANCE PREMIUMS	737.12
TRICARE FOR LIFE	REFUND FOR SERVICE	77.49
TRICARE WEST REGION CLAIMS	REFUND FOR SERVICE	694.11
UNITED HEALTH INSURANCECOMPANY	REFUND FOR SERVICE	243.18
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	9,093.32
WESTLAKE ACE HARDWARE	SPRAYPAINT, KEYS, DRILL, RATCHET, FUEL COMBO KIT	728.90
X-CHAIR, LLC	OFFICE CHAIRS	7,297.25
		<b>\$ 42,026.79</b>

### NON-DEPARTMENTAL/CONTRACTS

CENTURY LINK	2023/02/20-03/19 MONTHLY SERVICE	76.88
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	234.54
NEBRASKA WORKERS' COMP COURT	WORKERS COMP ASSESSMENT	25,877.00
SARPY COUNTY COURT HOUSE	ANIMAL CONTROL-MAY 2023	17,231.00
SCOTT WELCH	CPS-MONTHLY WEB MAINTENANCE	125.00
TASC - TOTAL ADMINISTRATIVE SERVICES CORP	2023/06/30Q TASC FSA - Admin Fees	1,755.84
		<b>\$ 45,300.26</b>

### INFORMATION TECHNOLOGY

AMAZON.COM, LLC	CPS-HDMI CABLE, HEADPHONES, ELECTRIC STRIKES, POWER SUPPLY	672.38
DELL MARKETING L.P.	COMPUTERS FOR IT	6,074.74
HOSTGATOR.COM	CPS-MONTHLY DOMAIN MAINTENANCE	69.95
MOTOROLA SOLUTIONS, INC	BATTERIES	2,371.04
ONE CALL CONCEPTS	LOCATES-MARCH 2023	4.76
TESSCO	MIRROR MOUNTING	91.51
TJ CABLE	LOCATES-MARCH 2023	250.00
		<b>\$ 9,534.38</b>

### 2206 LONO DR - NEW LIBRARY

CENTURY LINK	TELEPHONE	269.65
COX BUSINESS SERVICES	2023/1/27-2/26 SERVICE	230.60
HEIMES CORPORATION	CLEANED HAND SINK IN EXAM ROOM	237.54
JIFFY/LEVENSPP'S SUPPLY	CLEANING SUPPLIES	507.85
METROPOLITAN UTILITIES DIST	2023/02/07-03/08 GAS SERVICE	1,583.25
MMC MECHANICAL CONTRACTORS, INC	BFP LAB RUNNING HOT & BAD GAS REGULATOR	724.86
MMC MECHANICAL CONTRACTORS, INC	HEAT IN VA CONFERENCE ROOM	362.50
MMC MECHANICAL CONTRACTORS, INC	HUMIDITY ISSUES	208.75
MMC MECHANICAL CONTRACTORS, INC	QUARTERLY PREVENTIVE MAINT. AGREEMENT	3,144.73
OMAHA PUBLIC POWER DISTRICT	2022/12/21 - 1/23 SERVICE	10,466.15

# MINUTE RECORD

## CLAIMS FOR APRIL 18, 2023

PAGE 10

### 2206 LONO DR - NEW LIBRARY (cont'd)

PAPILLION SANITATION	FEBRUARY/MARCH 2023 SERVICE	578.56
PRESTO-X	2023/02/02 PEST CONTROL MAINTENANCE	535.00
PRO PLUMB, INC	REPAIRED 2 RP ON WATER SERVICE	913.81
REGAL FACILITY MANAGEMENT	FEBRUARY 2023 JANITORAL SERVICE	4,338.86
REGAL FACILITY MANAGEMENT	FEBRUARY JANITORIAL SERVICES	4,338.86
REGAL FACILITY MANAGEMENT	JANUARY JANITORIAL SERVICES	4,338.86
SELDIN LLC	MANAGEMENT FEES	2,900.00
SELDIN LLC	CHILLER & MAIN PUMP REPAIR	129.47
SELDIN LLC	QRTL Y PAYS CAN FEES & POSTAGE	106.89
SELDIN LLC	THERMOSTAT @ BFP AND GENERAL MAINT.	722.27
STERICYCLE	2023/02/14 MONTHLY SERVICE	164.04
STERICYCLE	MONTHLY SERVICE	164.04
WATERLINK INC	MONTHLY WATER TREATMENT SERVICE	863.26
		<hr/>
		\$ 37,829.80

### WASTEWATER

AMAZON.COM, LLC	CPS-OFFICE SUPPLIES, PRINTER SUPPLIES	332.83
AT&T MOBILITY	2023/02/22-03/21 MONTHLY SERVICE	688.66
CENTURY LINK	2023/03/13-04/12 MONTHLY SERVICE	250.09
CENTURY LINK	2023/03/22-04/21 MONTHLY SERVICE	445.50
ELLIOTT EQUIPMENT CO	ACCUMULATOR TUBE ASSEMBLY	254.03
EMBRIS GROUP LLC	BPW-230307 BLUFF ST LIFT STATION	2,523.50
GENERAL FIRE & SAFETY CO	GAS DETECTOR CALIBRATION	453.00
HOA OPTIMIZATION & AUTOMATION SOLUTIONS	SOLUTIONS FIELD LABOR, TECH LABOR, MILEAGE	738.00
MENARDS	BATTERY MAINTAINER, WRENCH, TAPE, UTILITY PUMP	191.45
NAPA AUTO PARTS	CARB-CHOKE CLEANER	12.06
NAPA AUTO PARTS	SILICONE	8.86
OMAHA PUBLIC POWER DISTRICT	2023/02/09-03/10 MONTHLY SERVICE	3,127.36
RELIANCE STANDARD LIFE INSURANCE CO	2023/03 LTD INS PREM - RELIANCE INSURANCE	159.23
RELIANCE STANDARD LIFE INSURANCE CO	MARCH 2023 RELIANCE INSURANCE PREMIUMS	128.58
US BANK VOYAGER FLEET SYSTEMS	FUEL FOR CITY VEHICLES - MAR 2023	2,052.21
UTILITY EQUIPMENT COMPANY	RESTRAINT, REDUCER, BOLTS, GASKETSD	856.75
		<hr/>
		\$ 12,222.11

### COMMUNITY BETTERMENT

OMAHA PUBLIC POWER DISTRICT	2023/03/28 MONTHLY SERVICE	100.19
		<hr/>
		100.19

### FEDERAL FORFEITURES

TRUCK VAULT	CUSTOM TRUCK VAULT-MOBILE CMD CENTER	6,886.25
VERIZON WIRELESS	2023/02/22-03/21 MONTHLY SERVICE	455.53
		<hr/>
		\$ 7,341.78

# MINUTE RECORD

## CLAIMS FOR APRIL 18, 2023

PAGE 11

### G.O. BONDS

UMB BANK - TRUST OPERATIONS	COPS REFUNDING BONDS 2021TXBL \$4,270,000 DTD 2021-03-15	24,081.09
UMB BANK - TRUST OPERATIONS	R/F BONDS (CC PROJE) TXBL SERIES 2020 \$6,635,000 DTD 3/31/20	53,049.55
UMB BANK - TRUST OPERATIONS	GO R/F BONDS, SERIES 2020B TXBL \$20,055,000 DTD 2020-06-05	165,000.00
UMB BANK - TRUST OPERATIONS	GO R/F BONDS, SERIES 2020A TX EX \$11,000,000 DTD 2020-06-05	215,953.11
UMB BANK - TRUST OPERATIONS	GO R/F BONDS, SERIES 2020C TXBL \$2,025,000 DTD 2020-08-14	19,050.00
UMB BANK - TRUST OPERATIONS	GO R/F BONDS, SERIES 2020D TE \$2,250,000 DTD 2020-12-03	15,750.00
UMB BANK - TRUST OPERATIONS	GO R/F BONDS, SERIES 2021 \$1,220,000 DTD 2021-10-20	12,100.00
UMB BANK - TRUST OPERATIONS	PS TX ANT. R/F BND S SERIES 2021 \$3,020,000 DTD 2021-10-20	28,600.00
UMB BANK - TRUST OPERATIONS	COPS 2022A TAX EXEMPT \$1,910,000 DTD 2022-03-15	28,650.00
UMB BANK - TRUST OPERATIONS	COPX 2022B TAXABLE \$2,000,000 DTD 2022-03-15	28,418.42
UMB BANK - TRUST OPERATIONS	VPGORBS SERIES 2022 \$1,965,000 DTD 2022-03-22	19,001.25
		<u>\$ 609,653.42</u>

TOTAL CLAIMS FOR APRIL 18, 2023 \$ 1,452,694.61

TOTAL PAYROLL FOR MARCH 31, 2023 \$ 1,266,772.89

## Earth Day Proclamation 2023

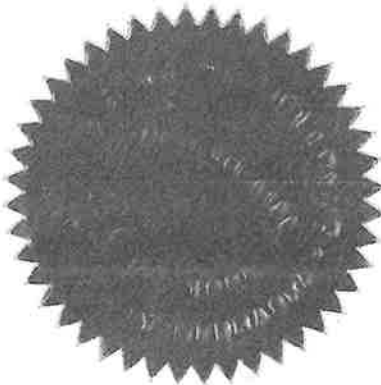
**WHEREAS:** April 22, 2023 is the 53<sup>rd</sup> anniversary of Earth Day, a time marked by massive coast-to-coast rallies and an estimated 22 million Americans took to the streets, parks, and auditoriums to urge America to come together and clean up its air and water systems. Despite the event's amazing success and resulting decades of environmental progress, momentous challenges remain before us, and

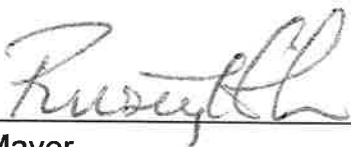
**WHEREAS:** Today the United Nations Intergovernmental Panel on Climate Change is calling for an acceleration agenda to speed up global actions on climate change mitigation. Climate action is needed now more than ever, especially by the heaviest polluting countries, to ensure the future for generations to come, and

**WHEREAS:** Our efforts can benefit society in countless ways from improving air quality to enhancing ecosystems to boosting public health. We have many options including recycling, composting, supporting Farmers Markets, planting trees and pollinator and insect friendly gardens, driving electric and hybrid vehicles, investing in solar energy, and

**WHEREAS:** On this observance of Earth Day, as your Mayor I ask that you join me in the pledge to educate ourselves and others on the pressing environmental issues and work together within our communities to generate, advocate and support the implementation of new ways of living to ensure a sustainable future.

**Now Therefore, I Mayor Rusty Hike** have the distinct honor of  
Proclaiming April 22, 2023  
Earth Day in Bellevue, NE.



  
\_\_\_\_\_  
Mayor

## Arbor Day Proclamation 2023

- WHEREAS:** In 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, and
- WHEREAS:** This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- WHEREAS:** Arbor Day is now observed throughout the nation and the world, and
- WHEREAS:** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, and
- WHEREAS:** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, and
- WHEREAS:** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS:** trees — wherever they are planted — are a source of joy and spiritual renewal.

**Now Therefore, I Mayor Rusty Hike** do hereby proclaim April 28, 2023 as ARBOR DAY In the City of Bellevue, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.



TREE CITY USA



Arbor Day Foundation

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

7c.  
4/18/2023

COUNCIL MEETING DATE: 4/18/23		SUBMITTED BY: Julie Dinville	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input checked="" type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

National Library Week Proclamation

SYNOPSIS/BACKGROUND:

The Bellevue Public Library will be celebrating National Library Week, April 23-29, with special activities and invites the community to participate and to join in the National Library Week celebration.

FISCAL IMPACT: 0 BUDGETED FUNDS?: 0 GRANT/MATCHING FUNDS?: 0

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

To have Mayor Rusty Hike proclaim April 23-29 as National Library Week in the City of Bellevue.

ATTACHMENTS:

1. Proclamation	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:

*Anna C. Taylor*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# City of Bellevue Nebraska

## Office of the Mayor National Library Week 2023 Proclamation

**WHEREAS**, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning, allowing them to live their best life;

**WHEREAS**, libraries have long served as trusted institutions for all members of the community regardless of race, ethnicity, creed, ability, or socio-economic status;

**WHEREAS**, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

**WHEREAS**, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

**WHEREAS**, libraries play a critical role in the economic vitality of communities by providing internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

**WHEREAS**, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

**WHEREAS**, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

**WHEREAS**, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

**NOW, THEREFORE**, be it resolved that I Mayor Rusty Hike proclaim National Library Week, April 23-29, 2023. During this week, I encourage all residents to visit their library to explore the wealth of resources available.



A handwritten signature in black ink, appearing to read "Rusty Hike".

Rusty Hike, Mayor

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10a.  
4/18/2023

COUNCIL MEETING DATE: 04/18/2023		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 new Manager for Sickies ND, Inc. dba "Sickies Garage Burgers & Brews" at 1203 Cornhusker Road, Bellevue.

**SYNOPSIS/BACKGROUND:**

Application for new Manager for Sickies ND, Inc. dba "Sickies Garage Burgers & Brews" at 1203 Cornhusker Road, Bellevue. 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 sends application to be reviewed by the Police 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:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

Recommend approval to the Nebraska Liquor Control Commission (NLCC) the application for Joshua R. Irish as the new Manager for Sickies ND, Inc. dba "Sickies Garage Burgers & Brews" at 1203 Cornhusker Road, Bellevue.

**ATTACHMENTS:**

1. Application	2. Police Report	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:



APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: April 18, 2023 Due to City Clerk: April 11, 2023

Applicant: Sickies ND, Inc. dba "Sickies Bar Burgers & Brews"

Location/Address: 1203 Cornhusker Road, Bellevue

Requested Action:

Recommendation to approve application for Joshua R. Irish as Manager of the Sickies ND, Inc. dba "Sickies Bar Burgers & Brews" at 1203 Cornhusker Road, Bellevue.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Joshua R. Irish, 209 S. 9th Street, Plattsmouth, 68048</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

*No comments or concerns from Police*

Signature of Reviewer: Cpt K. Strocker #171

Date: 4-10-23



**Jim Pillen**  
Governor

**STATE OF NEBRASKA**

**NEBRASKA LIQUOR CONTROL COMMISSION**

**Hobert B. Rupe**  
Executive Director  
301 Centennial Mall South  
P.O. Box 95046  
Lincoln, Nebraska, 68509-5046  
Phone (402) 471-2571  
Fax (402) 471-2814 or (402) 471-2374  
TRS USER 800-833-7352 (TTY)  
Web Address <https://www.lcc.nebraska.gov>

Today's Date: March 29, 2023  
From: Corrinne Andersen (corrinne.andersen@nebraska.gov)  
To: Bellevue City Clerk

**I have attached a copy of a new corporate manager application submitted to the Nebraska Liquor Control Commission. Please complete the following information below to indicate your recommendation.**

Licensee Name: Sickies ND, Inc  
Trade Name (DBA): Sickies Garage Burgers & Brews  
License Number: I-123260  
Manager Name: Irish, Joshua R  
Due Date: May 15, 2023

- APPROVED
- NO LOCAL RECOMMENDATION
- DENIED

COMMENTS: (YOU MAY ATTACH MINUTES AND/OR ADDITIONAL NOTES)

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Clerk's Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Kim Lowe**  
Commissioner

**Bruce Bailey**  
Chairman

**Harry Hoch**  
Commissioner

**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR MANAGER CHANGE ONLY**

Notice is hereby given that Sickies ND, Inc. dba "Sickies Garage Burgers & Brews" has filed an application for Change in Manager for Joshua R. Irish at Sickies Garage Burgers & Brews, 1203 Cornhusker Road, Bellevue, Nebraska.

A public hearing on the application will be held at the City Council meeting April 18, 2023 at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

Susan Kluthe  
City Clerk

APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: April 18, 2023 Due to City Clerk: April 11, 2023

Applicant: Sickies ND, Inc. dba "Sickies Bar Burgers & Brews"

Location/Address: 1203 Cornhusker Road, Bellevue

Requested Action:

Recommendation to approve application for Joshua R. Irish as Manager of the Sickies ND, Inc. dba "Sickies Bar Burgers & Brews" at 1203 Cornhusker Road, Bellevue.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Joshua R. Irish, 209 S. 9th Street, Plattsmouth, 68048</u>	<u>11-4-1988</u>
2.	<u></u>	<u></u>

Comments:

*No comments or concerns from Police. Approved. I/O #171*

Signature of Reviewer: *Cpt. K. Stocker #171*

Date: *4-3-23*

publish 4/5  
hearing 4/18

# MANAGER APPLICATION FORM 103

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

License  
Class: I

License Number:  
123260



### MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 -Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
- Spouse who **will** participate in the business, the spouse must meet the same requirements as the manager applicant:
- Spouse who **will not** participate in the business +training
- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

### CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Sickies ND, Inc.

### PREMISES INFORMATION

Premises Trade Name/DBA: Sickies Garage Burgers + Brews

Premises Street Address: 1203 Cornhusker Rd.

City: Belleveu County: \_\_\_\_\_ Zip Code: 68123

Premises Phone Number: 531-999-3352

Premises Email address: Sickies.belleveu@sickiesburgers.com

### SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



**MANAGER INFORMATION**

Last Name: Irish *\*spouse* First Name: Joshua MI: R  
 Home Address: 209 S. 9th St  
 City: Plattsmouth County: Cass Zip Code: 68048  
 Home Phone Number: 605-553-1636  
 Driver's License Number: \_\_\_\_\_  
 Social Security Number: [REDACTED]  
 Date of Birth: [REDACTED] Place of Birth: Sioux City  
 Email address: josh.irish@siduesburgers.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: Irish First Name: Alexandria MI: J  
 Social Security Number: [REDACTED]  
 Driver's License Number: [REDACTED]  
 Date of Birth: [REDACTED] Place of Birth: San Diego, CA

**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
Madison SD	2007	2018	Littleton, ME	2010	2016
Sioux Falls SD	2018	2019	Sioux Falls, SD	2016	2019
Belleue, NE	2019	2020	Belleue, NE	2019	2020
Plattsmouth, NE	2020	current	Plattsmouth, NE	2020	Current

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	current	Sidewalk Garage	Jordan Olson	701-219-5570
2016	2016	The Pub House	Scott Pelzer	605-270-0859

**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
Lexi Irish	2-2-19	SiouxFalls, CO	speeding	
Jack Irish	4-1-15	Madison, SD	speeding	
Jack Irish	6-2007	madison, SD	underage	

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.

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

\*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Josh Frisk / Bartender Madison Steak House	11-09 - 4-15	Madison, steak house, madison SD
Josh Frisk / Bartender / GM	4-15 - 4-18	The Pub House, madison SD
Josh Frisk manager, GM	4-18 - current	Sideline Garage, Green Falls SD, Bdkawa

5. Have you enclosed Form 147 regarding fingerprints?

YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION  
SIGNATURE PAGE – PLEASE READ CAREFULLY**

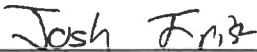
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) 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.

*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 by applicant and spouse.**



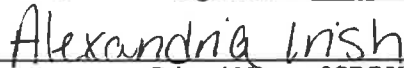
Signature of **APPLICANT**



Printed Name of **APPLICANT**



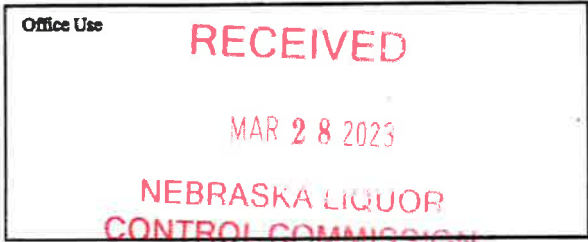
Signature of **SPOUSE**



Printed Name of **SPOUSE**

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or in any way participate in the day to day operations of this business in any capacity. The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Alexandria Irish  
Signature of **NON-PARTICIPATING SPOUSE**  
Alexandria Irish  
Print Name

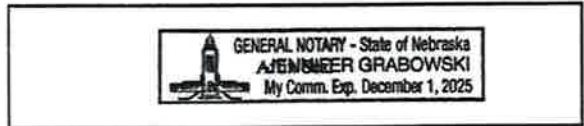
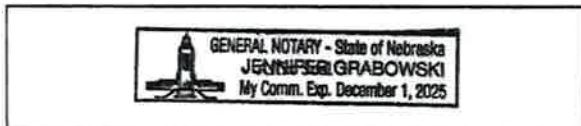
John Irish  
Signature of **APPLICANT**  
John Irish  
Print Name

State of Nebraska, County of Durow  
The foregoing instrument was acknowledged before me  
this March 28, 2023 (date)  
by Alexandria Irish  
Name of person acknowledged  
(Individual signing document)

State of Nebraska, County of Durow  
The foregoing instrument was acknowledged before me  
this March 28, 2023 (date)  
by John Irish  
Name of person acknowledged  
(Individual signing document)

Jennifer Grabowski  
Notary Public Signature

Jennifer Grabowski  
Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested 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](http://www.lcc.nebraska.gov)



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
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 the 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.*

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name Sickies Garage

Name of Person Being Fingerprinted: Jacob Enis

Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]

Date fingerprints were taken: 02-28-2023


Location where fingerprints were taken: Omaha

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



General	Credential	Number	Earned	Expires
Joshua Robert Irish 209 s 9th street Bellevue NE 68048  <b>fbst</b>	STATE ALCOHOL  <b>Nebraska</b>	RB-0163472  <b>Wallet</b>	03-28-2023  <b>Card</b>	03-28-2026  

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10b.  
4/18/2023

COUNCIL MEETING DATE: 04/18/2023		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 Switchgear Enterprises, LLC dba "The Alley" for a Class I Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 601 Chateau Drive, Bellevue, 68005, and Steven M. Kucirek Jr. as Manager.

**SYNOPSIS/BACKGROUND:**

Switchgear Enterprises, LLC dba "The Alley" for a Class "I" Liquor License to sell, beer, wine, and distilled spirits, On Sale Only, at 601 Chateau Drive, Bellevue, 68005, and Steven M. Kucirek Jr. 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:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

**TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:**

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Switchgear Enterprises, LLC dba "The Alley" for a Class "I" Liquor License to sell, beer, wine, and distilled spirits, On Sale Only, at 601 Chateau Drive, Bellevue, 68005, and Steven M. Kucirek Jr. as Manager.

**ATTACHMENTS:**

- |   |   |                         |
|---|---|-------------------------|
| 1. <input type="text" value="Application"/> | 2. <input type="text" value="Police Report"/> | 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:





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

**DATE OF CITY COUNCIL PUBLIC HEARING:** April 18, 2023

**DATE REPORT DUE TO CITY CLERK:** April 12, 2023

**APPLICANT:** Switchgear Enterprises, LLC. dba "The Alley"

**ADDRESS:** 601 Chateau Drive, Bellevue

**REQUESTED ACTION:** Recommendation to approve application for Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 601 Chateau Drive, Bellevue, AND for Steven M. Kucirek Jr. as Manager.

**BACKGROUND:** Application for Class "I" Liquor License

**IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE?** Yes

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

**EXISTING ZONING:** BG (General Business District)

**WILL ZONING ALLOW A LIQUOR LICENSE?** Yes

**EXISTING LAND USE:** Commercial - Vacant

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

**ADJACENT LAND USE AND ZONING:**

**NORTH:** Commercial, BG

**SOUTH:** Harvell Drive Right-of-way

**EAST:** Commercial - Restaurants, BG

**WEST:** Multi-Family Residential and 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:** Bellevue University and Chateau

Apartments are to the west across Chateau Dr., Century 21 Real Estate is north, commercial restaurants to the east and Harvell Drive to the south.

**NUMBER OF PARKING SPACES REQUIRED:** \_\_\_\_\_ N/A \_\_\_\_\_ **PROVIDED:** \_\_\_\_\_ N/A \_\_\_\_\_

**ANALYSIS OF NEIGHBORHOOD EFFECTS:** \_\_\_\_\_

**TRAFFIC:** \_\_\_\_\_ There is no traffic impact expected. \_\_\_\_\_

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

**PEDESTRIAN:** \_\_\_\_\_ There is no pedestrian impact expected. \_\_\_\_\_

**NOISE:** \_\_\_\_\_ There is no noise impact expected. \_\_\_\_\_

**LIGHTING:** \_\_\_\_\_ There is no lighting impact expected. \_\_\_\_\_

**GENERAL COMMENTS:** This is a commercial area that would accommodate on sale liquor sales.

# LIQUOR LICENSE APPLICATION REPORT

City Clerk

APPLICANT: Switchgear Enterprises, LLC dba "The Alley"

LOCATION/ADDRESS: 601 Chateau Drive, Bellevue

REQUESTED ACTION: Recommendation to approve new application for Class "I" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 601 Chateau Drive, Bellevue AND for Steven M. Kucirek Jr. as Manager.

DATE APPLICATION RECEIVED: 03/30/2023

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 05/05/2023

DATE ADVERTISED (not less than 7 nor more than 14 days): 04/05/23

## CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only):	<u>2</u>
Class B (Beer off sale only):	<u>0</u>
Class C (Alcoholic liquor, on and off sale):	<u>27</u>
Class D (Alcoholic liquor, off sale only):	<u>25</u>
Class I (Alcoholic liquor on sale only):	<u>26</u>
Class K (Catering License with Class B, C or D license):	<u>7</u>
Class X (Wholesale Liquor)	<u>1</u>
TOTAL	<u>88</u>

# 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  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License  
Class: I

License Number:  
**125591**



Office Use Only  
NEW/REPLACING \_\_\_\_\_ TOP Yes / No  
Hot List Yes / No Initial: HY

## PLEASE READ CAREFULLY

See directions on the next page. 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.


APPLICANT NAME Switchgear Entertainment, LLC

TRADE (DBA) NAME The Alley

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER Steven Michael Kucirek Jr.

CONTACT EMAIL ADDRESS stevenmkucirekjr@yahoo.com

Office use only	
PAYMENT TYPE <u>MO 047789</u>	 2300003013
AMOUNT <u>\$400</u> RCPT	
RECEIVED: <u>3/16/23</u>	
DATE DEPOSITED <u>3.16.23</u> <u>HY</u>	

FORM 100  
REV 12/7/2022



# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission - ENCLOSED
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - Limited Liability Company (LLC) (Form 102 & Form 103) - ENCLOSEDCorporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State - ENCLOSED
3. For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska - ENCLOSED
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". - ENCLOSED
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant. - ENCLOSED
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan. - ENCLOSED

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31  
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
  - B BEER, OFF SALE ONLY\*\*
  - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES  NO
  - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
  - F BOTTLE CLUB,
  - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES  NO
  - 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 endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
  - Class G Growler endorsement (Submit Form 165) – Class C licenses only
- \*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES  NO

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Firm Name \_\_\_\_\_

Email address \_\_\_\_\_

Should we contact you with any questions on the application? YES \_\_\_\_\_ NO \_\_\_\_\_

**PREMISES INFORMATION**

Trade Name (doing business as) The Alley (owned by Switchgear Entertainment, LLC)

Street Address 601 Chateau Dr

City Bellevue, NE County Sarpy - 59 Zip Code 68005 - 2240

Premises Telephone number TBD

Business e-mail address TBD

Is this location inside the city/village corporate limits YES  NO

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name Steven Michael Kucirek Jr.

Street Address 5211 Heartland Dr

City Papillion State NE Zip Code 68133 - 2953

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH

Building length 186' x width 168' in feet

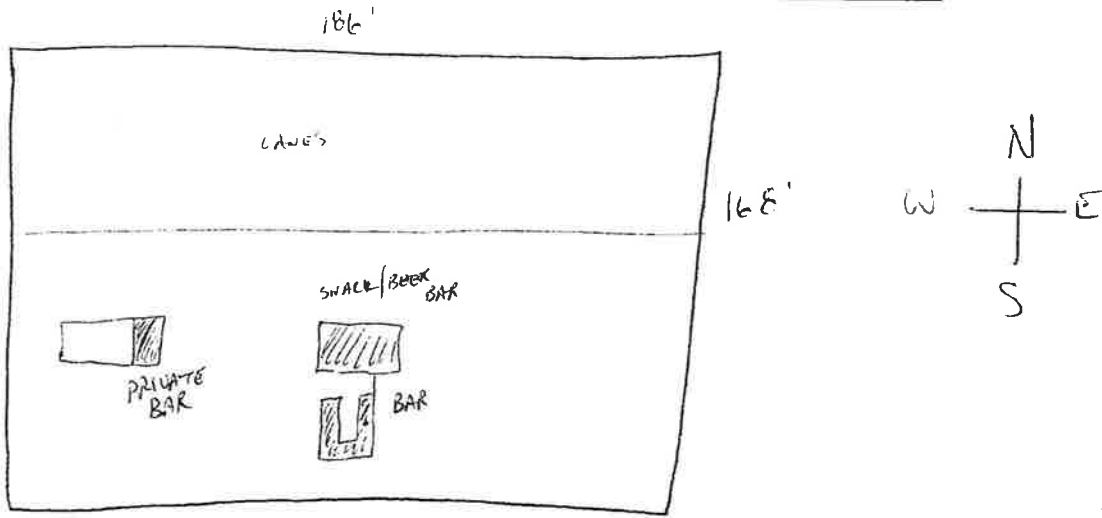
Is there a basement? Yes  No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes  No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet+

\*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

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



**APPLICANT INFORMATION**

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

YES  NO If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Steven Michael Kucirek Jr.	2013-2014?	Ballston Spa, NY	Parking Ticket	Paid/Closed

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

YES  NO

If yes, provide business name and license number \_\_\_\_\_

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

YES  NO

If yes, give name of business and liquor license number \_\_\_\_\_

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)

a) Submit a copy of the business purchase 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 \_\_\_\_\_

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) Westside State Bank

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** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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 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 (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

YES  NO

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

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

Westside State Bank

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.

N/A

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)

**Experience**

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

13. If the property 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 be in the name of applicant as owner or lessee**

Lease expiration date \_\_\_\_\_  
 Deed \_\_\_\_\_  
 Purchase Agreement

14. When do you intend to open for business? May-June, 2023

15. What will be the main nature of business? Bowling Alley

16. What are the anticipated hours of operation? 10am-11pm, 7 days per week

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 CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Papillion, NE	2021	2023			
Papillion, NE	2018	2021			
Lincoln, NE	2017	2018			
Ballston Spa, NY	2015	2017			
Ballston Spa, NY	2013	2015			

If necessary, attach a separate sheet

**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

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 by all applicant(s) and spouse(s) owning more than 25%**  
**(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of APPLICANT

**Steven Michael Kucirek Jr.**

Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

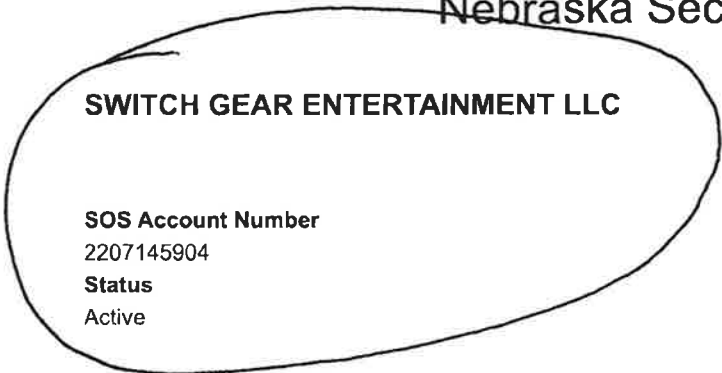
Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

# Nebraska Secretary of State



## SWITCH GEAR ENTERTAINMENT LLC

Tue Mar 21 07:15:04 2023

**SOS Account Number**

2207145904

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

DEAN J JUNGERS  
101 W MISSION AVE  
BELLEVUE, NE 68005

**Designated Office Address**

5211 HEARTLAND DR  
PAPILLION, NE 68133

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Jul 12 2022

**Next Report Due Date**

Jan 01 2023

### Filed Documents

Filed documents for SWITCH GEAR ENTERTAINMENT 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	Jul 12 2022	\$1.35 = 3 page(s) @ \$0.45 per page	Purchase Now
Statement of Correction	Sep 30 2022	\$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**

Not available. The biennial report is now due and may be filed online. Once filed, return to Corporate & Business Search to obtain an Online Certificate of Good Standing.

3/21/23, 7:15 AM

**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](#)

**LIMITED LIABILITY COMPANY (LLC)**

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

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



**INSTRUCTIONS**

1. All members and spouses must be listed
2. 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
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

**Name of Limited Liability Company that will hold license as listed on the Articles of Organization**

**Switchgear Entertainment, LLC d/b/a The Alley**

Name of Registered Agent: ~~Steven Michael Kucirek Jr., Owner of Switchgear Entertainment, LLC~~  
*Dean Jungurs*

LLC Address: **5211 Heartland Dr**

City: **Papillion** State: **NE** Zip Code: **68133-2953**

LLC Phone Number: **757-771-7760** LLC Fax Number: **N/A**

**Name of Managing/Contact Member**

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

Last Name: **Kucirek, Jr.** First Name: **Steven** MI: **M**

Home Address: **5211 Heartland Dr** City: **Papillion**

State: **NE** Zip Code: **68133-2953** Home Phone Number: **757-771-7760**

Signature of Managing/Contact Member

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

Last Name: Kucirek First Name: Steven MI: M



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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 100%

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

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

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES  NO

If yes, Form 185 is required

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

Starting Date: August Ending Date: September

Is this a Non Profit Corporation?

YES  NO

If yes, provide the Federal ID #. \_\_\_\_\_

# STATE OF NEBRASKA

United States of America,     } ss.  
State of Nebraska             }

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the  
State of Nebraska, do hereby certify that

## SWITCH GEAR ENTERTAINMENT LLC

was duly formed under the laws of Nebraska on July 12, 2022;

all fees, taxes, and penalties due under the Nebraska Uniform Limited  
Liability Company Act or other law to the Secretary of State have been paid;

the Company's most recent biennial report required by section 21-125 has  
been filed by the Secretary of State;

the Secretary of State has not administratively dissolved the company;

the Company has not delivered to the Secretary of State for filing a Statement  
of Dissolution;

a Statement of Termination has not been filed by the Secretary of State.

*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

September 14, 2022



A handwritten signature in black ink, appearing to read "Robert B. Evnen".

Secretary of State

**MANAGER APPLICATION  
FORM 103**

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

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



**MANAGER MUST:**

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required -BNC-0007 BY LCCS&D
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
- Spouse who **will** participate in the business, the spouse must meet the same requirements as the manager applicant:

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

**CORPORATION/LLC INFORMATION**

Name of Corporation/LLC: Switchgear Entertainment, LLC d/b/a The Alley

**PREMISES INFORMATION**

Premises Trade Name/DBA: The Alley

Premises Street Address: 601 Chateau Dr

City: Bellevue, NE County: Sarpy Zip Code: 68005

Premises Phone Number: TBD

Premises Email address: TBD

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

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



**MANAGER INFORMATION**

Last Name: Kucirek, Jr. First Name: Steven MI: M

Home Address: 5211 Heartland Dr

City: Papillion County: Sarpy Zip Code: 68133-2953

Home Phone Number: 757-771-7760

Email address: stevenmkucirekjr@yahoo.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: N/A First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

**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
Papillion, NE	2018	2023			
Lincoln, NE	2017	2018			
Ballston Spa, NY	2013	2017			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2017	2023	West Gate Bank	Wayne Kreikemeier	402-292-1948
2007	2017	United States Navy		

**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
Steven Michael Kucirek Jr.	2013-2014?	Ballston Spa, NY	Parking Ticket	Paid/Closed

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.

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

\*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**  
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

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.

*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.*

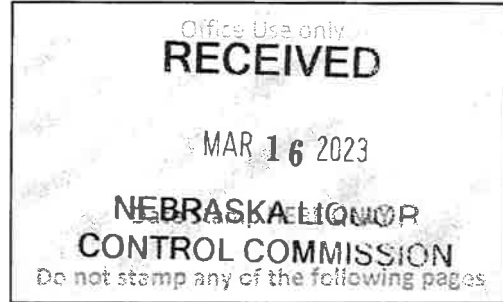
**Must be signed by applicant and spouse.**

  
\_\_\_\_\_  
Signature of **APPLICANT**  
**Steven Michael Kucirek Jr.**  
\_\_\_\_\_  
Printed Name of **APPLICANT**

\_\_\_\_\_  
Signature of **SPOUSE**  
\_\_\_\_\_  
Printed Name of **SPOUSE**

**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](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
Lincoln, NE 68521  
*- RECEIPT ENCLOSED*
- 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 the 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.

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Switchgear Entertainment, LLC d/b/a The Alley

Name of Person Being Fingerprinted: Steven Michael Kucirek Jr.

Date fingerprints were taken: March 1, 2023

Location where fingerprints were taken: Bellevue Police Department

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

# **Bellevue Bowling Business & Marketing Plan**

**Steve Sempeck**

**Steve Kucirek**

**Omaha, NE**

**April 2022**

## Executive Summary

The existing building located at 601 Chateau Drive in Bellevue, NE housed the former Leopard Lanes. Built in the late 1970's, it was one of three bowling centers built and owned by the Wildcat Development Corp. The other two bowling centers were Wildcat Lanes in Papillion, NE and Cougar Lanes in Omaha, NE. All three centers thrived until the 1990's - as did about every bowling center. By the mid 1990's, however, the bowling industry experienced shifts in consumer behaviors. Failing to act/react to these changes in consumer dynamics, Cougar Lanes was the first to close in about 2010, and Wildcat closed shortly thereafter - Leopard Lanes was the last to close this past spring of 2020.

Within 15 miles of bowling center, the Bellevue-Sarpy County area has only two other bowling centers to compete with - none of which are positioned with the amenities product offerings to market to social and entertainment customers - which now make up over 50% or more of people that bowl. In order to thrive, bowling centers now need to offer more than just an "old fashioned, one-size fits all" product template that experienced success between the 50's through the 90's. Our bowling center will reintroduce "traditional" bowling - such as leagues, tournaments, etc., but also offer diversified entertainment options, including venues focused on family entertainment, corporate and group events, birthday parties and a strong focus on cooperation with local schools and businesses. The plan and scope of positioning and marketing will be discussed later in the document.

According to consumer trends, the newer bowling-oriented customer demands more of a "Hybrid" operation. Centers like the former Leopard Lanes are less likely to grow - or may eventually close (as their sister centers did - along with several other Omaha area centers) as the business did not refocus and change with the times and customer needs/wants. These operations that do upgrade their entertainment facilities- anchored by bowling, including more upscale food and beverage options, additional things to do at the center and more attentive and interactive service are in a great position to go through the future to enjoy a wider participation, growth in sales and loyal customers although will have fewer traditional bowlers... less likely to come in and bowl every week for 30 weeks or more in a league. Today's bowling customers look more for entertainment, recreational and casual "fun time's out" options with family or friends to fill their very small and valuable amount of "time" - which in today's world is just as valuable a commodity as money.

Operating a "Hybrid" style bowling/entertainment is a much different business model than running a traditional bowling center. If you come in under capitalized, or under prepared to serve this "new" market of consumers who are very, very willing to become your customer, but also very, very expectant of a level of service, product, and experience much greater than a traditional bowling alley- if you cannot execute those things at reliably- a struggle is likely. I have been involved with the "turn around" of many traditional bowling center operations to this "Hybrid" style of a bowling and entertainment center. It requires more "fun options" than just bowling- but more targeted and focused marketing using direct contact with leads, social media of course along with website and the still effective direct mail. We will use many techniques and use the years and years of bowling operation experience to execute this.

## The Bowling Industry

Bowling continues to be- as it has for over 40 years- the nation's largest participation sport and activity next to camping and fishing. Almost 60 million adults ages eighteen or older and 20 million children between the ages of six and eighteen bowl at least once each year generating more than \$4 billion in revenue. Participation by youths six to twelve is trending up but the faster growing age demographics are adults 25 – 35 with adults 35 – 44 the second fastest growing segment. More than ten million consumers consider themselves to be frequent bowlers who bowl twelve or more times per year. This level of participation exceeds golf, fishing, tennis, billiards, bicycling, skating, jogging, and hunting by wide margins. This information has been compiled by the National Sporting Goods Association.

Despite its past reputation as a blue-collar sport, done by beer drinking leagues in smoky old bowling alleys, the average income of a bowling household is \$70,000 per year or 20% higher than the national average of all US households. Almost 60% of all bowlers and those seeking entertainment through going bowling, and earn their living in professional fields (management, professional, sales, office, etc.). In addition, the percentage of bowlers who have graduated from college is significantly higher than the national average. Bowling's fastest growing income demographic is households with incomes of \$100,000 or more. This leads to more visits to the "Hybrid" type facility we will have in Bellevue.

There are approximately 3,400 bowling centers in the US with about 75,000 lanes. About 3,000 are commercial bowling centers with the balance operated by universities, the military, or fraternal organizations. On average, there is one commercial bowling lane for each 8,000 individuals in the US. The bowling industry is extremely diversified with the largest two bowling chains having only a combined 7.5% market share. The next three largest chains have a combined 1% market share. The vast majority of bowling centers are owned by an individual or family. There are no franchises in the bowling industry.

Bowling revenue generally falls into three categories:

- **Organized League Bowling:** Formal teams that bowl competitively against other teams for 20-33 weeks per year (mainly leagues) has been the heart of the bowling industry for decades. However, this is a declining part of the industry. Over the past ten years, the industry has lost 4% annually as bowlers leave due to work and family commitments, economic factors, technology like internet, social media, iPhones, tablets, etc- along with age, death, or other personal reasons. A potential distortion of these figures are the number of hard core bowlers who bowled on two or even three teams on different nights but have cut back to one night due to financial or time considerations. Most industry experts feel that this portion of the business will never recover in full but appears to have stabilized. Along with the recent pandemic since re-opening- many centers are seeing a large increase in customers ready to get out and recreate. We feel that this will continue- and with strong execution of our marketing techniques- if we do our job, have a good facility and give them a great time and service- we will retain many as repeat customers- and even transition some into league play.

- Casual Open Bowling:** Informal activity primarily for entertainment is the growth part of the industry. Families seeking an activity that all ages can enjoy or date night for singles and couples are traditional casual bowlers who participate in unstructured bowling. Open play has grown from 15% of bowling revenue two decades ago to more than 50% today. Open play generates higher prices and therefore higher profit margins than league bowling, but most casual bowlers bowl fewer than once per month while league bowlers come weekly during the season. Therefore, increasing open play revenue requires different and more varied options that appeal to different age groups, and events that people can still do as a group- like celebrations, parties, etc.
- Group and Event Bowling:** Casual bowling tied to an event or theme is a subset of casual open bowling. Fundraisers for churches, schools, or other non-profits combines a social and recreational activity for the group’s members while generating revenue for the organization as well as for the bowling center. The organization brings potential new bowlers to the center while generating a substantial benefit to the organization. Birthday parties have become a large segment of the casual market by providing an enjoyable activity for the birthday child and friends with no clean-up for the parents. Most birthday packages include bowling, pizza and soft drinks, and arcade game tokens. All night lock- ins, in which the bowling center remains open until 6:00 AM with attendance limited to a single group such as a school or church, are popular with teenagers. Parents are comfortable with the activity since their children cannot leave without a parent to pick them up while the kids enjoy bowling, eating, arcade games, and dancing throughout the night. Many after prom or graduation parties are structured as all night events. Cosmic bowling adds a light show and music to the normal bowling environment. Black lights, strobes, LED lights, fog machines, and music videos with live DJ’s all change the appearance of a traditional bowling center into a modern party. The sound and light show is primarily used on a Friday or Saturday night but is often used for birthday parties and other special events. These activities help bring first-time bowlers into a center as part of the group. Part of each package is designed to encourage these new bowlers to return for their own party or group activity or with their family.

Each part of the week is most attractive to a different market segment. The following table summarizes each part of the week and the market segment most likely to bowl during that time period:

	10 - 5	5 - 9	9 - Close
Sunday	Families/Fundraisers	Some Leagues & Groups	Young Adults/Singles
Monday	Corporate & Groups	Some Leagues & Groups	Young Adults/Singles
Tuesday	Corporate & Groups	Some Leagues & Groups	Young Adults/Singles
Wednesday	Corporate & Groups	Some Leagues & Groups	Young Adults/Singles
Thursday	Corporate & Groups	Groups, Corporate & Young Adults	Young Adults/Singles
Friday	Corporate & Groups	Groups, Corporate & Young Adults/Families	Young Adults/Singles
Saturday	Birthdays/Families	Groups, Birthdays/Families	Young Adults/Singles

Other revenue sources are:

- **Food:** While some traditional bowling centers provide only a snack bar with service to the concourse and bowlers' area – our “Hybrid” operation will feature a menu which will offer a wide range of food. A more extensive, inspired menu is now desired- heavy on the new “sharing” small plate craze where groups order a bunch of stuff- all share and nibble together. But we still offer the traditional expected bowling center fare of burgers, pizza, wings and other finger foods. So not just “bowling alley food” (but you still have to have great French fries, cheeseballs and great burgers...)
- **Alcohol:** Revenue is generally divided roughly 65% beer with 35% of revenue from mixed drinks and wine. The popularity in the small batch craft beer trend continues to grow. Having over a dozen handles that are regularly rotated to keep on top of the demanding trend in beer lovers wanting to try new things is not uncommon in hybrid centers today.. This also applies to the spirits that are making a comeback like different vodkas, whiskeys and other cordials. Gone are the days of a cheap well liquor that you had to sell for \$2 bucks. The customers that frequent these types of centers will pay a few dollars more for better quality as long as the service and product is good.
- **Large Interactive Arcade with Redemption:** Video and redemption games are becoming an increasing portion of a Hybrid bowling center's revenue. Older, traditional centers may have a few older arcade games which are primarily older video games and generate very little revenue from their arcade. Hybrid bowling centers like ours offer more games and game experiences that both entertain and attract customers that are kids to adults- with heavy emphasis on redemption games similar to Dave & Busters. This can end up being as much as 30% to 40% or more of revenue.
- **Laser Tag / Golf Simulators:** and other games and activities must routinely be looked at and analyzed to ensure that the experience does not begin to wane. In today's bowling business- the target market is people looking for entertainment and enjoying other experiences more than just bowling, eating and drinking. Our plan for Bellevue is to offer indoor golf simulators - similar to what large companies like Top Golf and other places have- so people can enjoy golf- but without the elements being a problem. Today's indoor golf simulators are a part of a entertainment experience- exactly what we are doing- combining good food, upscale drinks and service along with an atmosphere where you can have fun as a group of co-workers out for a company event, or young adults on dates or out for a fun time- really anybody.

## Marketing

The primary targeted market area is within a 20-mile radius of our address. Residents that live within 15 miles of the address average a median household income of \$53,879, has a higher percentage of households with children than the national average and is expected to grow faster at the same rate as the US as a whole. That will be key in our marketing strategies as the new bowling market heavily leans towards birthday parties, family events and group events that all appeal to more people.

Although word of mouth advertising can be the most effective and lowest cost in reaching casual and recreational/entertainment customers, it is assumed that more traditional and non-traditional advertising will also be needed. A multi-layered marketing approach will be used that will target specific demographic groups. Overlapping of these marketing channels will create buzz and continuity- and will provide the maximum reach.

- **Website & Social Media** - The heart of our marketing program will be our website and Facebook page. Once re-branded to a new operation with new owners, these pages will describe the change in ownership to a trusted local owned facility that has been associated with bowling, family fun and entertainment in the metro area for the last 30 years. Our website is an integral working machine- not just providing customers with pictures of the place and information. We will use the website to efficiently offer our customers looking for a certain product- by asking them (via offer's- like a free \$10 open bowling certificate, discount on a party or food, etc) to sign up for our email offers. Once done- we can use their info to communicate, make offers, tell about upcoming events, etc. We also automatically send out monthly, bi-weekly and other messages by scheduling certain offers and reminders to go out to the database- based on filters... like age, what they are looking for (league? B-day? Office Party?) making sure the RIGHT MESSAGE, RIGHT OFFER and delivery goes to the PROPER CUSTOMER... not just email spam blasting to everyone in our database. Of course- we use our website to take reservations, book parties online and more. We operate the simple changes- but our platform is hosted by a bowling based marketing company called Bowling Leads.com all based on the specific needs and marketing needed by today's bowling based entertainment operators.
- **Traditional Media:** without a mix of all forms of media- but as per our changing societal affection towards the electronic media and internet- all facets are considered. An example is the marketing of birthday parties. A big part of our business- birthday parties and truly getting the message and the key to closing and booking more parties is to use a combination of different marketing vehicles. Our website and it's automatic back-end marketing program tied into our social media presence sends emails to the interested mom or dad 60 days out- reminding them of their child's upcoming birthday and to consider us for their party needs. We have this data from intensive collection methods. Kids Bowl Free, website and social media offers- all automatically load our database. Of course- people can opt of our contact list. We then follow up with a direct mail piece- all automatically generated by our website platform- mailing a coupon and a happy birthday wish to the child and family- again asking for the sale. Once within about 2-3 weeks of the birthday date- our sales staff makes a call to the parent- asking if they would consider us for their child's birthday party. In our original bowling center in Elkhorn- We grew from ZERO to 5 parties a week to over 20

parties a week- on average- by using this proven method. And we had only 16 lanes- and this was before Omaha swallowed up Elkhorn. We do a similar marketing tactic for company party events, fundraisers and league play development.

We will not shy away from other forms of electronic media completely - but we use strategies and tactics in a focused form. We do not just "blast away" buying billboards, bus bench advertising, renting expensive booths at Rib Fest, Taste of Omaha, etc... We go targeted and strategic. We do use local radio to promote on site events at times, character appearances, remotes and giveaways at theatres during their premiers. This- again- is highly targeted at the audience we want to go after- families, kids and TRUST of those people in our brand. We will go hard for 10 days on several radio stations and TV stations with promoting these specific events. This is FAR from the marketing used in most bowling centers in the past and today (note- in 30 plus years living here- I NEVER seen any media advertising for ANY of the Wildcat Development owned bowling centers- including Leopard Lanes- other than letters on their usually burnt-out sign along the road)- which was nothing short of the shotgun blast approach- hoping the message got to the right person to maybe buy.

Furthermore, one of our owners, Steve Kucirek, is a highly reputable and successful mortgage lender in the Omaha area. We will lean on his family-oriented network of realtors, homebuyers, insurance agents, and home-service industries to invite new and existing guests to the bowling center. We are confident that these streams of marketing will not only provide ongoing draw to the bowling center, but will also provide draw corporate events, networking events, and, of course, family entertainment.

## Recently-

In any of the bowling centers I was hired to operate as a general manager on behalf of the owners, or those I have owned... I usually encountered obviously a dying, poor under used and under marketed center. Usually on the expense side- most of the time- food, beverage and alcohol cost of sale and variable expenses were out of control. I've seen anywhere from 60%-80% payroll costs and cost of sales similar- all while their core business- league play at the time- was rapidly declining. And as Leopard Lanes did.... They did nothing to stop it- or try to change.

We basically operate within industry guidelines- 33% labor burden, under 33% COG and keep purchases manageable. As mentioned above- gaining the customers TRUST- with proper marketing offers- but MOST IMPORTANTLY- to the RIGHT CONSUMER and using the correct marketing vehicle all works.... Which was not being done. We usually steadily grow our revenues by about 15% each month- some months more. Watch all of our controllable expenses- like R/M, supplies, etc- and follow general bowling industry practices of percentages. We will be adding an outside sales staff (along with me going out) to execute more outside events.

## **The First 12 Months-**

The first 12-month projections- we feel we can establish a continued growth pattern of about 15% in sales conservatively. Keeping the variable expenses where we have- food cost under 33%, Alcohol under about 30% combines, payroll under about 33%, R & M and Advertising under 5%- dropping 10%-15% or more to the bottom after all costs and amortization.

As far as strategies goes- I break it down into "3 cycle of marketing planning". Cycle 1- September through December (which we should be planning now) Cycle 2- January through April and Cycle 3- May through August.

Importantly- Cycle 1- is when all planning and strategies are being readied now for things like holiday parties, bowling leagues, after school elementary bowling programs, open play fall specials, etc... We go through each daypart (as in that table above) and fill in each daypart for each day- with the structured program for whatever we are doing, formulate action plans for the execution from the marketing and advertising piece to the in-center advertising (lane to lane sales, promotional material) to the actual execution of the events or offerings. I will include some PDF's of things we have done in the past that will be done in Cycle 1. Cycle 2 is usually planned and ready to implement by November and Cycle 3 by late February.

## **Unique Selling Advantage**

One of the key strategies I learned a long time ago was to try to achieve and execute something... a product- a service- an offer- an event that would set us apart from our competition. And as bowling has evolved from "Bowling Alley's" to "Entertainment Centers"- our competition isn't just another bowling center. Not even just Dave and Busters. It's ENTERTAINMENT. So- creating this advantage to separate us from other options for all types of customers is what I have done for over 20 years. We have been successful everywhere we have been- whether in a 6-lane center in a town of 1,500 in Iowa, to our 16-lane center in Elkhorn- where for over 20 years we nearly grossed as much as any of the 3 centers owned by the folks that owned Leopard Lanes- all 3 TOGETHER.. to our big 40-lane FEC in Elkhorn we had where we grossed nearly \$4.5M.

Things that we use to set us apart... so many to mention- but some are so simple- like-

- Escorting customers to their bowling lane- like a hostess does at a restaurant. Assisting with finding correct weight and fitting ball. Making sure customers with kids have bumpers ready and now the "dragon" style ramps for the really little ones.
- Table service on the lanes. No going up to the snack bar like at a bowling alley.
- Birthday Party hostesses- so we do all the work- parents can relax- or at least not go crazy!!
- Emails on birthdays with a free gift- or an offer to communicate.
- This one is a great example.... Parents of the child having a B-day party at our place get RESERVED UPFRONT ROCKSTAR PARKING with their name on the sign! And our hostess

meets the B-day guest on the curb- complete with red carpet- escorts the family in. How much does this cost us? About \$25 for the sign and about \$20 a month for carpets that stay clean. Then- just employees that pay attention and care.

- We also have many things like "learn-to-bowl" programs, "Have-A-Ball" programs whereby joining- you get a new bowling ball for free. (a \$60 investment- but you get a ball- which likely they didn't have- which will be an impetus to keep bowling!!)
- Outside sales- which we market to go after events, business, etc... For most bowling centers- RARELY do people see sales people selling fun. It works. Event sales may be 25% or more of our revenue.

## Conclusion

Being in this business as a WORKING owner since 1987- I feel I have the needs of the ever-changing customer base always at the front of my mind. I continually learn daily- have had to since I was doing private consultation the last several years. Thanks to the kindness and enthusiasm of the city and chamber I see that this can be a very busy operation- profitable and a proud business for the people in Bellevue and surrounding area to enjoy. Due to my experience in this exact industry doing this for so long- and with this facility finally having an owner with "skin in the game"- I think that the ability to grow the facility is high and to reap future benefits of this expanding market of family entertainment.

Respectfully Submitted-

Steve Sempeck, Manager/Operator  
BowCo, LLC

APPROVED  
  
STEVE KULLER, OWNER

## Ownership Plan

Steven M Kucirek Jr

100.00%

Only Steven M Kucirek Jr. will have voting rights as owners. Steve Sempeck will remain a manager/operator, while Steve Kucirek will remain an owner; his efforts will remain focused on attracting clientele to the facility, but will routinely operate and manage on-site to oversee the operation of the business. Steve Sempeck will have the authority to make operations-related decisions (inventory orders, routine maintenance, customer care, etc.). Any capital-related decisions (loans, investments, budget adjustments, etc.) will be a joint decision made between Steve Sempeck and Steve Kucirek.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/18/2023		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 Wild Chicken Grill, Inc. dba "Wild Chicken Grill" for a Class I Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 3604 Twin Creek Drive, Bellevue, NE 68123 and Jose E. Pena as Manager.

**SYNOPSIS/BACKGROUND:**

Wild Chicken Grill, Inc. dba "Wild Chicken Grill" for a Class "I" Liquor License to sell, beer, wine, and distilled spirits, On Sale Only, at 3604 Twin Creek Drive, Bellevue, NE 68123 and Jose E. Pena 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 to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Wild Chicken Grill, Inc. dba "Wild Chicken Grill" for a Class "I" Liquor License to sell, beer, wine, and distilled spirits, On Sale Only, at 3604 Twin Creek Drive, Bellevue, NE 68123 and Jose E. Pena as Manager.

**ATTACHMENTS:**

1. Application
2. Police Report
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*[Handwritten signatures in blue ink]*



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

**DATE OF CITY COUNCIL PUBLIC HEARING:** April 18, 2023

**DATE REPORT DUE TO CITY CLERK:** April 12, 2023

**APPLICANT:** Wild Chicken Grill, Inc. dba "Wild Chicken Grill"

**ADDRESS:** 3604 Twin Creek Drive, Bellevue

**REQUESTED ACTION:** Recommendation to approve application for Class "I" Liquor License to sell beer, wine, and distilled spirits, On Sale Only, at 3604 Twin Creek Drive, Bellevue, AND for Jose E. Pena as Manager.

**BACKGROUND:** Application for Class "I" Liquor License

**IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE?** Yes

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

**EXISTING ZONING:** BGH (Heavy General Business District)

**WILL ZONING ALLOW A LIQUOR LICENSE?** Yes

**EXISTING LAND USE:** Commercial-Restaurant

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

**ADJACENT LAND USE AND ZONING:**

**NORTH:** Commercial; BGH

**SOUTH:** Commercial (across Samson Way) BG

**EAST:** South 36<sup>th</sup> St Right-of-way

**WEST:** Commercial, Retail; BG-PCO

**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:**  Navy Federal Credit Union, Sally's Nails, Massage Envy, and H & R are in the same Twin Creek strip center. Hallmark and Martial Arts International are in a strip center to the west. South 36<sup>th</sup> Street right-of-way is the east.

**NUMBER OF PARKING SPACES REQUIRED:**  N/A  **PROVIDED:**  N/A

**ANALYSIS OF NEIGHBORHOOD EFFECTS:**

**TRAFFIC:**  There is no traffic impact expected.

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

**PEDESTRIAN:**  There is no pedestrian impact expected.

**NOISE:**  There is no noise impact expected.

**LIGHTING:**  There is no lighting impact expected.

**GENERAL COMMENTS:**  This is a commercial area that would accommodate on sale liquor sales.

# LIQUOR LICENSE APPLICATION REPORT

## City Clerk

APPLICANT: Wild Chicken Grill, Inc. dba "Wild Chicken Grill"

LOCATION/ADDRESS: 3604 Twin Creek Dr, Bellevue, NE 68123

REQUESTED ACTION: Recommendation to approve new application for Class "I" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 3604 Twin Creek Dr., Bellevue AND for Jose E. Pena as Manager.

DATE APPLICATION RECEIVED: 03/29/2023

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 05/15/2023

DATE ADVERTISED (not less than 7 nor more than 14 days): 04/05/23

### CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 2

Class B (Beer off sale only): 0

Class C (Alcoholic liquor, on and off sale): 27

Class D (Alcoholic liquor, off sale only): 25

Class I (Alcoholic liquor on sale only): 26

Class K (Catering License with Class B, C or D license): 7

Class X (Wholesale Liquor) 1

TOTAL 88

# 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  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: F

License Number:  
**125546**



Office Use Only

NEW  REPLACING \_\_\_\_\_ TOP Yes  No  No

Hot List Yes  No Initial: MW

## PLEASE READ CAREFULLY

See directions on the next page. 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.

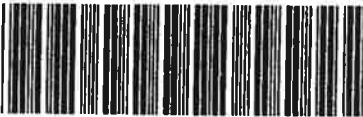
APPLICANT NAME Jose Antonio Pena Wild Chicken Grill, Inc

TRADE (DBA) NAME Wild Chicken Grill, Inc.

PREVIOUS TRADE (DBA) NAME \_\_\_\_\_

CONTACT NAME AND PHONE NUMBER Jose Pena 402-238-5369

CONTACT EMAIL ADDRESS pen-aj@hotmail.com

Office use only	
PAYMENT TYPE <u>2/16/23 Payport</u>	 2300003007
AMOUNT <u>\$400.00</u> RCPT	
RECEIVED: <u>2/16/23</u>	
DATE DEPOSITED _____	

# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - Limited Liability Company (LLC) (Form 102 & Form 103)
    - Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. 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 Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
**CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31**  
**ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30**

- A BEER, ON SALE ONLY
  - B BEER, OFF SALE ONLY\*\*
  - C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES  NO
  - D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
  - F BOTTLE CLUB,
  - I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES  NO
  - 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 endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
  - Class G Growler endorsement (Submit Form 165) – Class C licenses only
- \*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES  NO

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

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**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name Travis M. Jacott Phone Number 402-339-9550  
Firm Name Adams & Sullivan, P.C., L.L.O.  
Email address jacott@adamsandsullivan.com  
Should we contact you with any questions on the application? YES  NO

**PREMISES INFORMATION**

Trade Name (doing business as) Wild Chicken Grill, Inc.

Street Address 3604 Twin Creek Drive

City Bellevue County Sarpy - 59 Zip Code 68123 - 4605

Premises Telephone number 402-238-5369

Business e-mail address pen-aj@hotmail.com

Is this location inside the city/village corporate limits YES  NO

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name Jose Pena

Street Address 2607 Fairview Street

City Bellevue State NE Zip Code 68147 - 2478

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED

DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS

PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)

INDICATE THE DIRECTION OF NORTH

Building length 71 x width 24 in feet

Is there a basement? Yes  No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

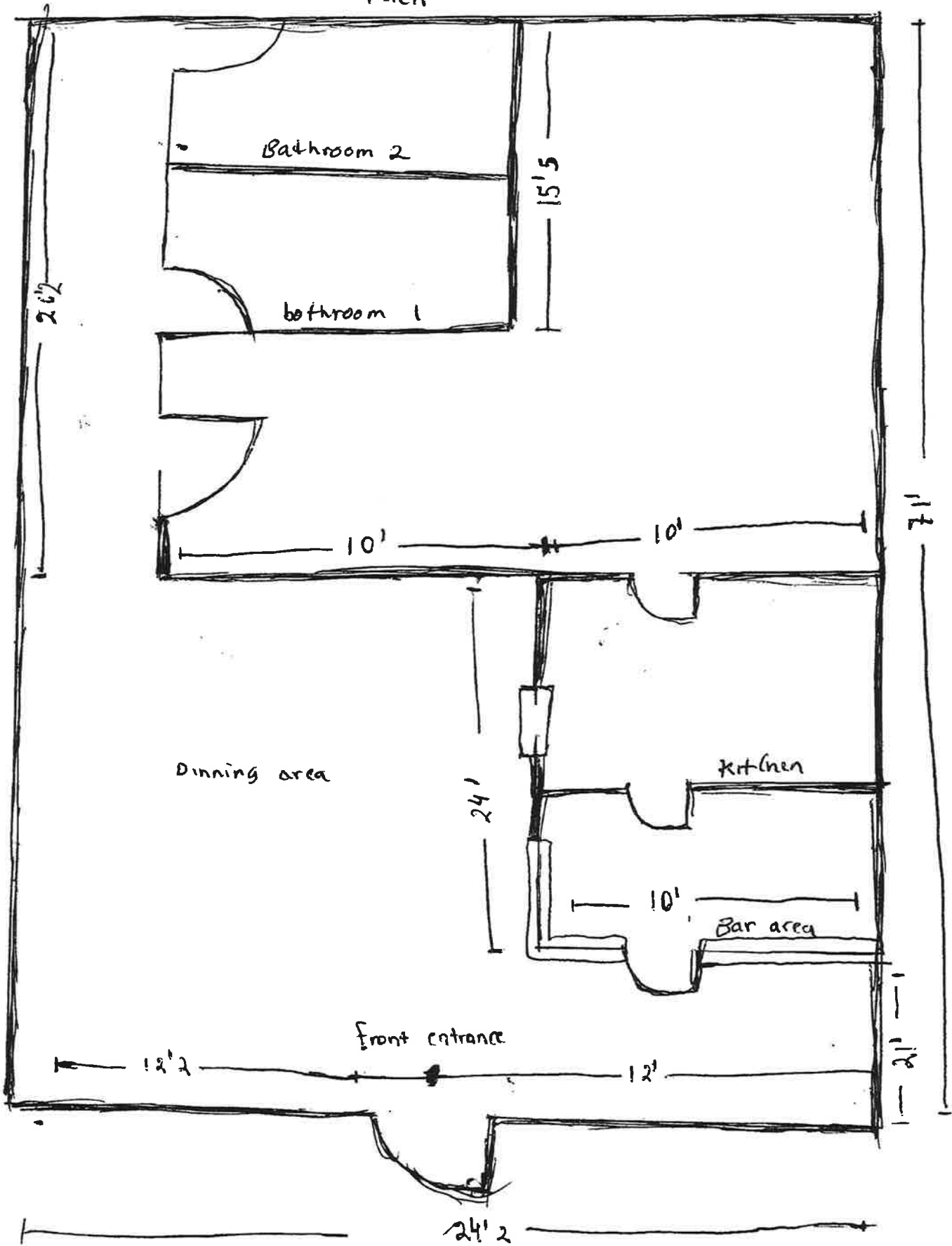
Is there an outdoor area? Yes  No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet+

\*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

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

North  
Back



**APPLICANT INFORMATION**

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

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

Include traffic violations. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

       YES         NO If yes, please explain below or attach a separate page

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

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

       YES         NO

If yes, provide business name and license number \_\_\_\_\_

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

       YES         NO

If yes, give name of business and liquor license number \_\_\_\_\_

**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)

a) Submit a copy of the business purchase 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 \_\_\_\_\_

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)

**Cirilo Pena**

**No silent partners** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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 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 (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15)

\_\_\_\_ YES  NO

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

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

**Wells Fargo, 3536 Comstock Avenue, Bellevue, NE 68123**

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.

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)

**Experience**

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

13. If the property 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 be in the name of applicant as owner or lessee**

Lease expiration date February 6, 2026  
 Deed  
 Purchase Agreement

14. When do you intend to open for business? March 1, 2023

15. What will be the main nature of business? Bar & Restaurant

16. What are the anticipated hours of operation? Sunday - Monday 10:30 a.m. - 2:00 a.m.

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 CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Bellevue, Nebraska	2007	2015			
Bellevue, Nebraska	2015	2022			

**If necessary, attach a separate sheet**

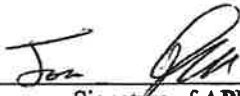
**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

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.*

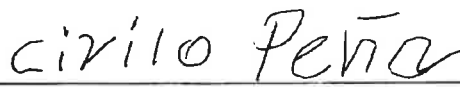
**Must be signed by all applicant(s) and spouse(s) owning more than 25%**  
**(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of **APPLICANT**

Jose Antonio Pena

Printed Name of **APPLICANT**



Signature of **APPLICANT**

Cirilo Peña

Printed Name of **APPLICANT**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

Signature of **SPOUSE**

Printed Name of **SPOUSE**

# Nebraska Secretary of State

## WILD CHICKEN GRILL, INC.

Tue Feb 28 08:30:59 2023

**SOS Account Number**

2205121364

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

ADAMS & SULLIVAN, P.C., L.L.O.

1246 GOLDEN GATE DRIVE

STE #1

PAPILLION, NE 68046

**Nature of Business**

Not Available

**Entity Type**

Domestic Corp

Qualifying State: NE

**Date Filed**

May 24 2022

**Next Report Due Date**

Jan 01 2024

### Filed Documents

Filed documents for WILD CHICKEN GRILL, INC. 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	
Articles of Incorporation	May 24 2022	\$0.45 = 1 page(s) @ \$0.45 per page	<a href="#">Purchase Now</a>

### 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](#)

**CORPORATION  
FORM 101**

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

License Class: _____
License Number: _____



**INSTRUCTIONS**

1. All officers, directors and stockholders and their spouses must be listed
2. President/CEO and all members holding over 25 % shares of stock and their spouse must sign the signature page of the application
3. Form 147 is required for President/CEO and all members holding over 25% shares of stock and their spouses must submit fingerprints.
4. Attach copy of Articles of Organization

Name of Corporation that will hold license as listed on the Articles of Incorporation

**Wild Chicken Grill, Inc.**

Name of Registered Agent: **Adams & Sullivan, P.C., L.L.O.**

Corporation Address: **2607 Fairview Street**

City: **Bellevue** State: **NE** Zip Code: **68147 - 2478**

Corporation Phone Number: **402-238-5369** Fax Number: \_\_\_\_\_

Total Number of Corporation Shares Issued: **2,000**

Name of President/CEO

Name and information must be listed on following page

Last Name: **Pena** First Name: **Jose** MI: **A**

Home Address: **2607 Fairview Street** City: **Bellevue**

State: **NE** Zip Code: **68147 - 2478** Phone Number: **402-238-5369**

Signature of Present/CEO

List names of all officers, directors and stockholders including spouses (even if a spousal affidavit has been submitted)

Last Name: Pena First Name: Jose MI: A



Title: President Number of Shares 1,000

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: Pena First Name: Cirilo MI: \_\_\_\_\_



Title: Vice President Number of Shares 1,000

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Title: \_\_\_\_\_ Number of Shares \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

List names of all officers, directors and stockholders including spouses (Even if a spousal affidavit has been submitted)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Is the applying corporation owned 100% by another corporation/company??

YES             NO

If yes, provide Form 185

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

Starting Date: January                      Ending Date: December

Is this a Non-Profit Corporation?

YES             NO

If yes, provide the Federal ID # \_\_\_\_\_

# MANAGER APPLICATION FORM 103

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

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_

RECEIVED  
FEB 15 2023  
NEBRASKA LIQUOR  
CONTROL COMMISSION

## MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
- Spouse who **will** participate in the business, the **spouse must meet the same requirements as the manager applicant:**

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

## CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Wild Chicken Grill, Inc.

## PREMISES INFORMATION

Premises Trade Name/DBA: Wild Chicken Grill

Premises Street Address: 3604 Twin Creek Drive

City: Bellevue

County: Sarpy

Zip Code: 68123-4077

Premises Phone Number: 402-238-5369

Premises Email address: pen-asj@hotmail.com

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

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.

BARCODE

**MANAGER INFORMATION**

Last Name: Pena First Name: Jose MI: A

Home Address: 2607 Fairview Street

City: Bellevue County: Sarpy Zip Code: 68147-2478

Home Phone Number: 402-238-5369



Email address: pen-aj@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: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

**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
Bellevue, Nebraska	2007	2015			
Bellevue, Nebraska	2015	2022			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2007	2022	Red Robin	Spring	402-881-2518
2006	2008	iHop	Jason	402-651-8349

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

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

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

YES       NO

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

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

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

YES       NO

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

---

**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.

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

\*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?

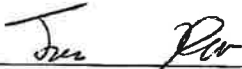
YES       NO

**PERSONAL OATH AND CONSENT OF INVESTIGATION  
SIGNATURE PAGE – PLEASE READ CAREFULLY**

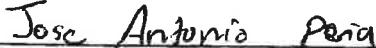
The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) 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.

*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 by applicant and spouse.**



\_\_\_\_\_  
Signature of **APPLICANT**



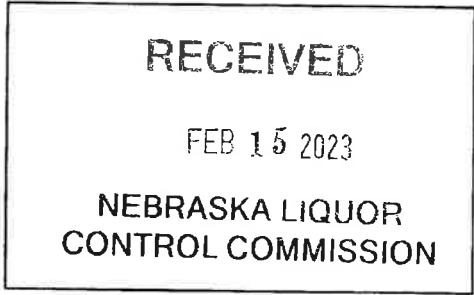
\_\_\_\_\_  
Printed Name of **APPLICANT**

\_\_\_\_\_  
Signature of **SPOUSE**

\_\_\_\_\_  
Printed Name of **SPOUSE**

**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](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
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 the 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.*

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: Jose A Pena \_\_\_\_\_

Date fingerprints were taken: 12/6/2022

Location where fingerprints were taken: 4411 S 108th St, Omaha, NE

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

Jose A Pena

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

**RECEIVED**  
  
FEB 15 2023  
  
NEBRASKA LIQUOR  
CONTROL COMMISSION

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:  
DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
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.*
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\*\*\*\*Please Submit this form with your completed application to the Liquor Control Cor

Trade Name \_\_\_\_\_

Name of Person Being Fingerprinted: Cirilo Pena

\_\_\_\_\_

Date fingerprints were taken: 12/6/2022

Location where fingerprints were taken: 4411 S 108th St, Omaha, NE

How was payment made to NSP?

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

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

*Cirilo Peña*

SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

*BC / PASSPORT  
Vote Reg.*

## BUSINESS PLAN

3604 Twin Creek Drive  
Bellevue, Ne 68123  
February 15, 2023

Ownership of the business shall be in the corporation, Wild Chicken Grill Inc. which shall be managed by Jose Antonio Pena, majority owner.

Wild Chicken Grill Inc. shall operate an upper scale bar and restaurant and shall operate seven (7) days a week from 10:30 a.m.- 2:00 a.m. The premises contains approximately 1499 square foot area

Wild Chicken Grill Inc. is anticipated to open March 1, 2023 and is expecting to have approximately 3 full time employees and approximately 2 part time employees.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10d.  
4/18/2023

COUNCIL MEETING DATE: 04/18/2023		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 Daoud & Satouf, LLC dba "Dinah Mart" for a Class D Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 2609 Chandler Road W., Bellevue, NE 68147 and Fouad Daoud as Manager.

**SYNOPSIS/BACKGROUND:**

Daoud & Satouf, LLC dba "Dinah Mart" for a Class "D" Liquor License to sell, beer, wine, and distilled spirits, Off Sale Only, at 2609 Chandler Road W., Bellevue, NE 68147 and Fouad Daoud 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: \$615.00/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 to the Nebraska Liquor Control Commission (NLCC) the approval of the application for Daoud & Satouf, LLC dba "Dinah Mart" for a Class "D" Liquor License to sell, beer, wine, and distilled spirits, Off Sale Only, 2609 Chandler Road W., Bellevue, NE 68147 and Fouad Daoud as Manager

**ATTACHMENTS:**

- |                |                  |          |
|----------------|------------------|----------|
| 1. Application | 2. Police Report | 3. _____ |
| 4. _____       | 5. _____         | 6. _____ |

**SIGNATURES:**

LEGAL APPROVAL AS TO FORM: \_\_\_\_\_

FINANCE APPROVAL AS TO FORM: \_\_\_\_\_

ADMINISTRATOR APPROVAL AS TO FORM: \_\_\_\_\_

*[Handwritten signatures in blue ink over lines]*

APPLICATION FOR LIQUOR LICENSE  
AND CORPORATE MANAGER

**POLICE REPORT**

Date of City Council Meeting: April 18, 2023 Due to City Clerk: April 12, 2023

Applicant: Daoud & Satouf, LLC dba "Dinah Mart"

Location/Address: 2609 Chandler Road W., Bellevue, NE 68147

Requested Action:

Recommendation to approve application for a Class "D" Liquor License to sell, beer, wine, and distilled spirits, On Sale Only, for Dinah Mart, 2609 Chandler Road W. , Bellevue, NE 68147 and Fouad Daoud as Manager.

Individuals to be Checked:

	<u>Name &amp; Address</u>	<u>DOB</u>
1.	<u>Fouad Daoud, 2609 Chandler Road W., Bellevue, NE 68147</u>	<u></u>
2.	<u></u>	<u></u>

Comments:

*No comments or concerns from Police.*

Signature of Reviewer: Cpt. K. Stoeber #171

Date: 4-10-23

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

DATE OF CITY COUNCIL PUBLIC HEARING: April 18, 2023

DATE REPORT DUE TO CITY CLERK: April 12, 2023

APPLICANT: Daoud & Satouf, LLC dba "Dinah Mart"

ADDRESS: 2609 Chandler Road W., Bellevue

REQUESTED ACTION: Recommendation to approve application for Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 2609 Chandler Road W., Bellevue, AND for Fouad Daoud as Manager.

BACKGROUND: Application for Class "D" Liquor License

**IS THIS LOCATION WITHIN THE CITY LIMITS OF BELLEVUE?** Yes

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

EXISTING ZONING: BG (General Business District)

WILL ZONING ALLOW A LIQUOR LICENSE? Yes

EXISTING LAND USE: Commercial

IS THE CURRENT USE NON-CONFORMING? No EXPLANATION: N/A

**ADJACENT LAND USE AND ZONING:**

NORTH: West Chandler Road Right-of-Way

SOUTH: Commercial – Tuff's Towing, BG

EAST: Commercial – Vacant Gas Station, BG

WEST: Commercial – Car Wash, 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:** Daoud & Satouf, LLC, dba "Dinah Mart"  
is located in a small commercial area of the Prokupek Subdivision. 24 Hour Super Wash car  
wash and Milt's Mini Storage is to the west. The commercial property to the east is vacant at  
the time of this report.

**NUMBER OF PARKING SPACES REQUIRED:** \_\_\_\_\_ N/A \_\_\_\_\_ **PROVIDED:** \_\_\_\_\_ N/A \_\_\_\_\_

**ANALYSIS OF NEIGHBORHOOD EFFECTS:** \_\_\_\_\_

**TRAFFIC:** There is no traffic impact expected.

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

**PEDESTRIAN:** There is no pedestrian impact expected.

**NOISE:** There is no noise impact expected

**LIGHTING:** There is no lighting impact expected.

**GENERAL COMMENTS:** This is a commercial area that would accommodate on sale liquor  
sales.

# LIQUOR LICENSE APPLICATION REPORT

## City Clerk

APPLICANT: Daoud & Satouf, LLC dba "Dinah Mart"

LOCATION/ADDRESS: 2609 Chandler Road W., Bellevue, NE 68147

REQUESTED ACTION: Recommendation to approve new application for Class "D" Liquor License to sell beer, wine, and distilled spirits, Off Sale Only, at 2609 Chandler Road W., Bellevue AND for Fouad Daoud as Manager.

DATE APPLICATION RECEIVED: 03/23/2023

FINAL DATE HEARING CAN BE HELD (45 days from receipt): 05/8/2023

DATE ADVERTISED (not less than 7 nor more than 14 days): 04/05/23

### CURRENT NUMBER OF LICENSES:

Class A (Beer on sale only): 2

Class B (Beer off sale only): 0

Class C (Alcoholic liquor, on and off sale): 27

Class D (Alcoholic liquor, off sale only): 25

Class I (Alcoholic liquor on sale only): 26

Class K (Catering License with Class B, C or D license): 7

Class X (Wholesale Liquor) 1

TOTAL 88

# 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  
EMAIL: [lcc.frontdesk@nebraska.gov](mailto:lcc.frontdesk@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

License Class: D

License Number:  
**125595**



**Office Use Only**

NEW / REPLACING 101264 TOF  Yes / No

Hot List Yes  No  Initial: KF

## PLEASE READ CAREFULLY

See directions on the next page. 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.

APPLICANT NAME Daoud and Satouf, LLC

TRADE (DBA) NAME Dinah Mart

PREVIOUS TRADE (DBA) NAME N/A

CONTACT NAME AND PHONE NUMBER Fouad Daoud 707-357-0131

CONTACT EMAIL ADDRESS fouaddaoud199@gmail.com

⊖  
⊖

march 1, 2028

Plucker

Office use only	
PAYMENT TYPE <u>CK 1729</u>	
AMOUNT <u>\$400.-</u> RCPT	
RECEIVED <u>ton</u>	
DATE DEPOSITED	



2300002755

FORM 100  
REV 12/7/2022

PAGE 1  
**RECEIVED**

# DIRECTIONS

Each item must be included with your application

1. Application fee of \$400 (nonrefundable), please pay online thru our PAYPORT system or enclose payment made payable to the Nebraska Liquor Control Commission
2. Enclose the appropriate application forms
  - Individual License (Form 104)
  - Partnership License (Form 105)
  - Corporate License (Form 101 & Form 103)
  - Limited Liability Company (LLC) (Form 102 & Form 103)Corporation or Limited Liability Company (LLC) must be active with the Nebraska Secretary of State
3. 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 Applicant Guidelines for further assistance
4. Form 147 - Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures".
5. If purchasing an already licensed business; include Form 125—Temporary Operating Permit (TOP)
  - a. Form 125 must be signed by the seller (current licensee) and the buyer (applicant)
  - b. Provide a copy of the business purchase agreement from the seller (current licensee sells "the business currently licensed" to applicant)
  - c. Provide a copy of alcohol inventory being purchased (must include quantity, brand name and container size)
  - d. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
6. If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
7. If building is being leased, send a copy of signed lease in the name of the applicant. Lease term must run through the license year being applied for.
8. Submit a copy of your business plan.

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

RETAIL LICENSE(S) Application Fee \$400 (nonrefundable)  
CLASS C LICENSE TERM IS FROM NOVEMBER 1 – OCTOBER 31  
ALL OTHER CLASSES TERM IS MAY 1 – APRIL 30

- A BEER, ON SALE ONLY
- B BEER, OFF SALE ONLY\*\*
- C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE\*\*  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(4) YES  NO
- D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY\*\*
- F BOTTLE CLUB,
- I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
Do you intend to sale cocktails to go as allowed under Neb Rev. Statute 53-123.04(5) YES  NO
- 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 endorsement (Submit Form 106) – Catering license (K) expires same as underlying retail license
- Class G Growler endorsement (Submit Form 165) – Class C licenses only

\*\*Class B, Class C, Class D license do you intend to allow drive through services under Neb Rev. Statute 53-178.01(2) YES  NO

**ADDITIONAL FEES WILL BE ASSESSED AT THE CITY/VILLAGE OR COUNTY LEVEL WHEN THE LICENSE IS ISSUED**

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**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- Individual License (requires insert FORM 104)
- Partnership License (requires insert FORM 105)
- Corporate License (requires FORM 101 & FORM 103)
- Limited Liability Company (LLC) (requires FORM 102 & FORM 103)

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

Name Sean Kelley Phone Number 402-397-1898  
Firm Name Kelley Plucker, LLC  
Email address sean@kelleyplucker.com/nikki@kelleyplucker.com  
Should we contact you with any questions on the application? YES  NO

**PREMISES INFORMATION**

Trade Name (doing business as) Dinah Mart

Street Address 2109 Chandler Rd W

City Bellevue County Sarpy 59 Zip Code 08147

Premises Telephone number 402-014-0344

Business e-mail address fouaddaoudiaou9@gmail.com

Is this location inside the city/village corporate limits YES  NO

**MAILING ADDRESS (where you want to receive mail from the Commission)**

Check if same as premises

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**DESCRIPTION AND DIAGRAM OF THE AREA TO BE LICENSED**

IN THE SPACE PROVIDED BELOW DRAW OR ATTACH A DIAGRAM OF THE AREA TO BE LICENSED  
DO NOT SEND BLUEPRINTS, ARCHITECT OR CONSTRUCTION DRAWINGS  
PROVIDE LENGTH X WIDTH IN FEET (NOT SQUARE FOOTAGE)  
INDICATE THE DIRECTION OF NORTH

Building length 55' x width 55' in feet

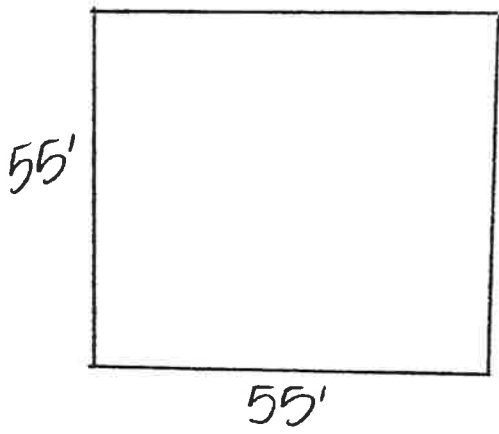
Is there a basement? Yes \_\_\_\_\_ No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet

Is there an outdoor area? Yes \_\_\_\_\_ No  If yes, length \_\_\_\_\_ x width \_\_\_\_\_ in feet+

\*If including an outdoor area permanent fencing is required. Please contact the local governing body for other requirements regarding fencing

Number of floors of the building 1

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



one story building  
approx. 55' x 55'

N ↑

**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      X   NO If yes, please explain below or attach a separate page

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

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

  X   YES           NO

If yes, provide business name and license number Dinah Mart 2, 101204

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

  X   YES           NO

If yes, give name of business and liquor license number Dinah Mart 2, 101204

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

  X   YES           NO

If yes

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

a) Submit a copy of the business purchase agreement   X  

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

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

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** 019.01E Silent Partners; Profit Sharing: No licensee or partner, principal, agent or employee of any Retail Liquor License shall permit any other person not licensed or included as a partner, principal, or stockholder of any Retail Liquor License to participate in the sharing of profits or liabilities arising from any Retail Liquor License. (53-1,100)

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 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 (Nebraska Revised Statute 53-177(1) **AND PROVIDE FORM 134 – CHURCH OR FORM 135 – CAMPUS AND LETTER OF SUPPORT FROM CHURCH OR CAMPUS**

9. Is anyone listed on this application a law enforcement officer? If yes, list the person, the law enforcement agency involved and the person's exact duties. (Nebraska Revised Statute 53-125(15))

\_\_\_\_ YES  NO

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.  
a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

First National Bank a) Fouad Daoud

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.

Redwood Liquor - CA, sold in 2022

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)
Fouad Daoud	3/9/2023	Serving Alcohol

Experience

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

13. If the property 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 be in the name of applicant as owner or lessee

Lease expiration date March 1, 2028  
 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? convenience store

16. What are the anticipated hours of operation? 7:00-10 pm every day

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 CITY & STATE	YEAR		SPOUSE CITY & STATE	YEAR	
	FROM	TO		FROM	TO
Omaha, NE	2023	present			
Chico, CA	2020	2023			
Lancaster, CA	2013	2020			

If necessary, attach a separate sheet

**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

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 by all applicant(s) and spouse(s) owning more than 25%**  
**(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**



Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

**PERSONAL OATH AND CONSENT OF INVESTIGATION**  
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

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 by all applicant(s) and spouse(s) owning more than 25%**  
**(YOU MAY NEED TO PRINT MULTIPLE SIGNATURE PAGES)**

Signature of APPLICANT

Lawrence Satou F  
Printed Name of APPLICANT

Signature of SPOUSE

Printed Name of SPOUSE

Signature of APPLICANT

Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

**SPOUSAL AFFIDAVIT OF  
NON PARTICIPATION INSERT**

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



I acknowledge that I am the spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse of the individual signing below. I understand that my spouse and I are responsible for compliance with the conditions set out above. If it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Signature of NON-PARTICIPATING SPOUSE

Signature of APPLICANT

Nermeen Salama

Lawrence Satou F

Print Name

Print Name

State of Nebraska, County of SARPY

State of Nebraska, County of SARPY

The foregoing instrument was acknowledged before me

The foregoing instrument was acknowledged before me

this 02-17-23 (date)

this 02-17-23 (date)

by Nermeen Salama

by Lawrence Satou F

Name of person acknowledged  
(Individual signing document)

Name of person acknowledged  
(Individual signing document)

SEE ATTACHED  
CERTIFICATE BY  
NOTARY PUBLIC

Notary Public Signature

Notary Public Signature



In compliance with the ADA, this spousal affidavit of non participation is available in other formats for persons with disabilities. A ten day advance period is requested in writing to produce the alternate format.

*See attached*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Tulare )

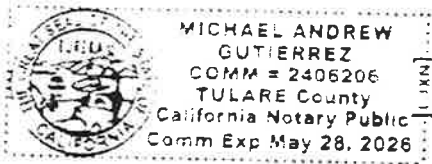
On 1/17/19 before me, Michael Andrew Gutierrez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lawrence David and Norma Jane  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer -- Title(s): \_\_\_\_\_

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: \_\_\_\_\_

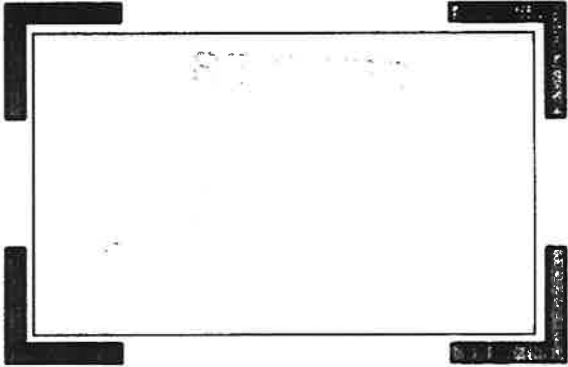
Signer Is Representing: \_\_\_\_\_

# LIMITED LIABILITY COMPANY (LLC)

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

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



## INSTRUCTIONS

1. All members and spouses must be listed
2. 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
3. Managing/Contact member and all members holding over 25% interest and their spouses must submit fingerprints. See Form 147 for further information
4. Attach copy of Articles of Organization

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

Daoud and Satouf, LLC

Name of Registered Agent: Whitmore Law Office, LLC

LLC Address: 7002 Pacific Street, Suite 200

City: Omaha State: NE Zip Code: 68114

LLC Phone Number: 707-357-0131 LLC Fax Number: +5405

## Name of Managing/Contact Member

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

Last Name: Daoud First Name: Fouad MI: \_\_\_\_\_

Home Address: 7409 S 25th St City: Bellevue

State: NE Zip Code: 68147 Home Phone Number: 707-357-0131

F. Daoud

Signature of Managing/Contact Member

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

Last Name: Daoud First Name: Fouad MI: \_\_\_\_\_

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership 50%

Last Name: Satouf First Name: Lawrence MI: \_\_\_\_\_

Social Security Number: [REDACTED] Date of Birth: [REDACTED]

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

Spouse Social Security Number: [REDACTED] Date of Birth: [REDACTED]

Percentage of member ownership 50%

*\*spouse*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

Is the applying Limited Liability Company owned 100% by another corporation/LLC?

YES  NO

If yes, Form 185 is required

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

Starting Date: January Ending Date: December

Is this a Non Profit Corporation?

YES  NO

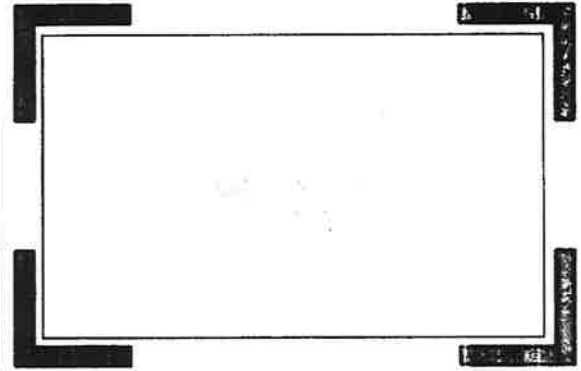
If yes, provide the Federal ID #. \_\_\_\_\_

# MANAGER APPLICATION FORM 103

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

License  
Class: \_\_\_\_\_

License Number: \_\_\_\_\_



## MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a **member or corporate officer**
- Include Form 147 –Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
- Spouse who **will** participate in the business, the spouse must meet the same requirements as the manager applicant:

Spouse who **will not** participate in the business

- Complete the Spousal Affidavit of Non Participation (Form 116). **Be sure to complete both halves of this form.**

## CORPORATION/LLC INFORMATION

Name of Corporation/LLC: Daoud and Satouf, LLC

## PREMISES INFORMATION

Premises Trade Name/DBA: Dinah mart

Premises Street Address: 2009 Chandler Rd W

City: Bellevue County: Sarpy Zip Code: 68147

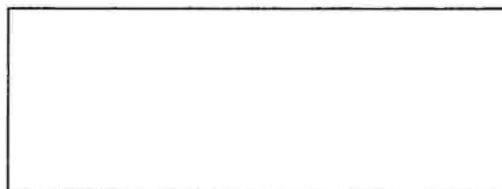
Premises Phone Number: 402-614-0344

Premises Email address: fouaddaoudiqu9@gmail.com

F. Daoud

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

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



**MANAGER INFORMATION**

Last Name: Daoud First Name: Fouad MI: \_\_\_\_\_

Home Address: 7409 S 25th St

City: Bellevue County: Sarpy Zip Code: 68147

Home Phone Number: 707-357-0131 +2174

Driver's License Number: [REDACTED] NE

Social Security Number: [REDACTED]

Date of Birth: [REDACTED] Place of Birth: Syria

Email address: fouaddaoud1969@gmail.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: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

**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	2023	present			
Chico, CA	2020	2023			
Lancaster, CA	2013	2023			

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2018	present	Self-employed	self	707-357-6131
2010	2018	Ziad	Ziad Mobarkeh	530-514-8760

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

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

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

YES       NO

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

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

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

YES       NO

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

Redwood Liquor

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.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Fruad Daoud	3/21/23	Serving Alcohol

\*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**  
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

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.

*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 by applicant and spouse.**



Signature of APPLICANT

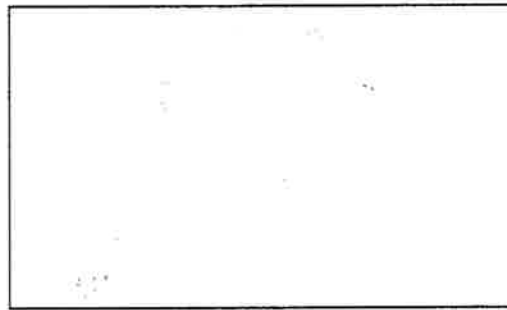
Signature of SPOUSE

Printed Name of APPLICANT

Printed Name of SPOUSE

**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](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
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 the 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.*

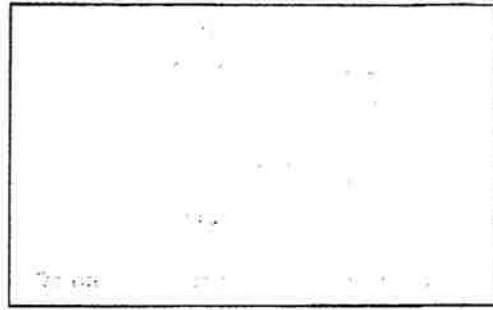
\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Dinah Mart  
Name of Person Being Fingerprinted: Fouad Daoud  
Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]  
Date fingerprints were taken: 2-8-2023  
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

F. Daoud  
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  
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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\*\*\***  
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4600 Innovation Drive  
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\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Dinah Mart  
Name of Person Being Fingerprinted: Lawrence Satou F  
Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]  
Date fingerprints were taken: 2-17-23  
Location where fingerprints were taken: Visalia Ca  
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

**BUSINESS PLAN**  
**FOR**  
**DAOUD AND SATOUF, LLC**

The applicant, DAOUD AND SATOUF, LLC will operate as a convenience store. Additionally, the business plans to have managerial supervision during all open hours. Finally, sufficient staff will be a constant requirement.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

10e.  
4/18/2023

COUNCIL MEETING DATE: 04/18/2023		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:

Recommend approval of a Special Designated Liquor License for Papa Chuck's Corporation dba "Papa Chuck's Bar and Grill."

SYNOPSIS/BACKGROUND:

Papa Chuck's Corporation dba "Papa Chuck's Bar and Grill" would like to be able to have a beer garden for their 1st year Anniversary Celebration on May 13, 2023 at 3:00 p.m. to May 14, 2023 to 1:00 a.m. 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 NUMBER:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

Recommend to the Nebraska Liquor Control Commission (NLCC) approval of a Special Designated Liquor License (SDL) for Papa Chuck's Corporation dba "Papa Chuck's Bar and Grill" to set up a beer garden for their 1st year Anniversary Celebration on May 13, 2023 from 3:00 p.m. to 1:00 a.m. (May 14, 2023) at 910 Fort Crook Road South, Bellevue,

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

*Simeon C. Zyzanski*

FINANCE APPROVAL AS TO FORM:

*[Signature]*

ADMINISTRATOR APPROVAL AS TO FORM:

*[Signature]*



City of Bellevue  
Office of the City Clerk  
1500 Wall Street • Bellevue, Nebraska 68005  
(402) 293-3007

**SPECIAL DESIGNATED LIQUOR LICENSE POLICE REPORT**

Date Emailed: April 7, 2023 Due to City Clerk By: April 14, 2023

Applicant Name: Papa Chuck's Corporation Phone: 402-991-9000

Location/Address: 910 Fort Crook Road South City: Bellevue State: NE Zip: 68005

Date/Dates: May 13, 2023 - May 14, 2023 Time: 3:00 p.m. to 1:00 a.m.

Alternate Date/Dates: \_\_\_\_\_ Alternate Time: \_\_\_\_\_

Requested Action:

Recommend approval of a Special Designated License (SDL) for Papa Chuck's Corporation for a 1st Anniversary Celebration at Papa Chuck's Bar and Grill, 910 Fort Crook Road South, May 13, 2023 at 3:00 p.m. to May 14, 2023 1:00 a.m.

Comments:

*No comments or concerns from Police*

No Comment:



Print Name: Cpt K. Stroeder #171 Date: 4-7-23

Signature: [Handwritten Signature]

\*\*\*\*\*  
**FOR OFFICE USE ONLY:**

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**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

Papa Chuck's Corporation  
Retail Liquor License Name or \*Non-Profit Organization (\*Must include Form #201 as Page 2)  
910 Fort + Crook Rd S. Bellevue NE 68005

Retail Liquor License Address or Non-Profit Business Address

124813

Retail License Number or Non-Profit Federal ID #

Consecutive Dates only

Event Date(s):

5-13-2023

Event Start Time(s):

3pm

Event End Time(s):

~~9pm~~ 1am

Alternate Date:

N/A

Alternate Location Building & Address:

N/A

Event Building Name:

Papa Chuck's Bar & Grill

Event Street Address/City:

910 Fort Crook Rd S Bellevue NE  
68005

Indoor area to be licensed in length & width:     X    

Outdoor area to be licensed in length & width: 106 X 35 (Diagram Form #109 must be attached)

Type of Event:

1st Anniversary Celebration

Estimate # of attendees:

150

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:

Tiffany Hermida

Event Contact Phone Number:

402-850-0857

Event Contact Email:

stynblok@hotmail.com

\*Signature Authorized Representative:

[Signature]

Printed Name

Tiffany Hermida

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:

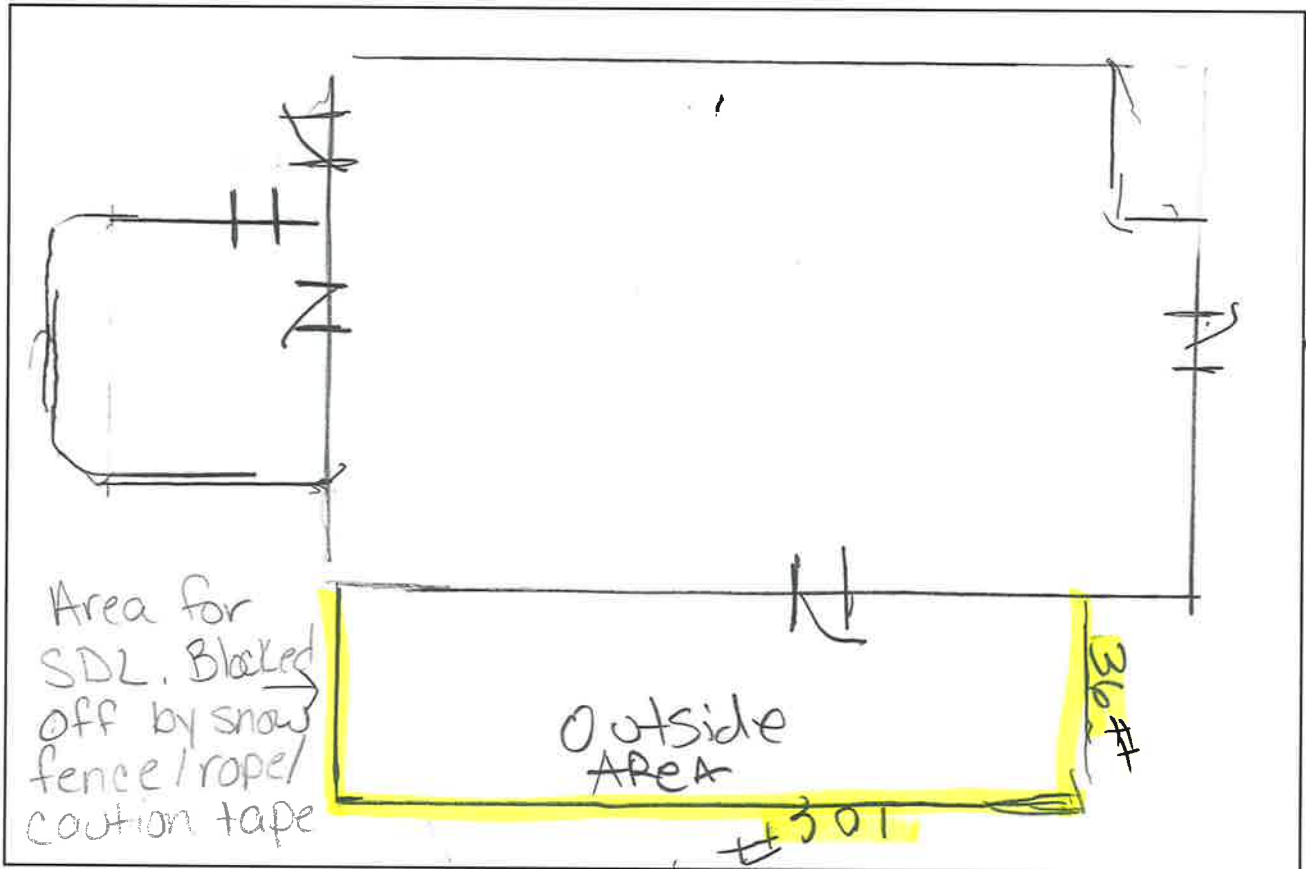
The local governing body for the City/Village of \_\_\_\_\_ **OR** County of \_\_\_\_\_ approves  
the issuance of a Special Designated License as requested above. (Only one should be written above)

# OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED In house security

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

DIAGRAM OF PROPOSED AREA:



11 Dec

**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR SPECIAL DESIGNATED LICENSE (SDL) FOR PAPA  
CHUCK'S BAR & GRILL**

Notice is hereby given Papa Chuck's Corporation dba "Papa Chuck's Bar and Grill" has filed an application for a Special Designated License for May 13, 2023 at 910 Fort Crook Road S., Bellevue, Nebraska to be able to have a beer garden for an event from 3:00 p.m. to 1:00 a.m.

A public hearing on the application will be held at the City Council meeting on April 18, 2023, at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

If special accommodations are required, please contact the City Clerk at 293-3007 at least twenty-four hours prior to the meeting.

Susan Kluthe  
Bellevue City Clerk

**NOTICE OF PUBLIC HEARING ON APPLICATION  
FOR SPECIAL DESIGNATED LICENSE (SDL) FOR PAPA  
CHUCK'S BAR & GRILL**

Notice is hereby given Papa Chuck's Corporation dba "Papa Chuck's Bar and Grill" has filed an application for a Special Designated License for May 13, 2023 at 910 Fort Crook Road S., Bellevue, Nebraska to be able to have a beer garden for an event from 3:00 p.m. to 1:00 a.m.

A public hearing on the application will be held at the City Council meeting on April 18, 2023, at 6:00 p.m., in the Council Chambers, 1500 Wall Street, Bellevue, NE. At such time all persons desiring to give evidence before the City Council will be heard.

If special accommodations are required, please contact the City Clerk at 293-3007 at least twenty-four hours prior to the meeting.

Susan Kluthe  
Bellevue City Clerk

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/18/2023		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 new Manager for Yaway LLC dba "Holiday Inn Express & Suites at 10804 S. 15th Street, Bellevue.

**SYNOPSIS/BACKGROUND:**  
Application for new Manager for Yaway LLC dba "Holiday Inn Express & Suites at 10804 S. 15th Street, Bellevue. 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 sends application to be reviewed by the Police 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:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

**RECOMMENDATION:**  
I **Recommend** to the Nebraska Liquor Control Commission (NLCC) the application for Teanna Z. Wallman as the new Manager for Yaway LLC dba "Holiday Inn Express & Suites at 10804 S. 15th Street, Bellevue.

ATTACHMENTS:

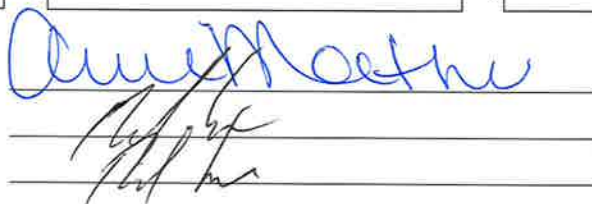
1.
2.
3.
4.
5.
6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



publish 4/5  
hearing 4/18

# MANAGER APPLICATION FORM 103

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

License  
Class: I

License Number:  
080553



### MANAGER MUST:

- Be at least 21-years of age
- Complete all sections of the application.
- Form must be signed by a member or corporate officer
- Include Form 147 -Fingerprints are required
- Provide a copy of one of the following: US birth certificate, US Passport or naturalization papers
- Be a resident of the state of Nebraska and be a registered voter in the State of Nebraska,
- Spouse who will participate in the business, the spouse must meet the same requirements as the manager applicant:
- Spouse who will not participate in the business
- Complete the Spousal Affidavit of Non Participation (Form 116). Be sure to complete both halves of this form.

✓ training



Name of Corporation/LLC: Yaway LLC



Premises Trade Name/DBA: Holiday Inn Express+Suites

Premises Street Address: 10804 S 15th Street

City: Bellevue County: Sarpy Zip Code: 68123

Premises Phone Number: 402-502-4500

Premises Email address: 6m.HIEBellevue@gmail.com

*[Handwritten Signature]*

### SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER

The individual whose name is listed as a corporate officer or managing member as reported or listed with the Commission.



2300002901

0400  
0019

**MANAGE INFORMATION**

Last Name: Wallman First Name: Teanna MI: Z  
Home Address: 1207 Blaine Street  
City: Omaha County: Sarpy Zip Code: 68107  
Home Phone Number: N/A Cell: 402-619-3877  
Driver's License Number: [REDACTED]  
Social Security Number: [REDACTED]  
Date of Birth: [REDACTED] Place of Birth: Omaha, NE  
Email address: 6m.HIEBellevue@gmail.com

YES  NO

Spouses Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Driver's License Number: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Omaha, NE	2016	current			
Fremont, NE	2014	2016			
Omaha, NE	1989	2014			

YEAR FROM TO	NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2016	Current Sluway management	Katie Epp	402-999-4800

**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
Teanna Wallman	11/2022	Omaha, NE	insurance <sup>no</sup>	Fine
Teanna Wallman	11/2022	Omaha, NE	Registration <sup>no</sup>	fine

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

YES       NO

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

N/A

**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.

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Teanna Wallman		Affordable Alcohol training (AAT) <sup>LiquorVAM.com</sup>

\*For list of NLCC Certified Training Programs see [training](#)

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:
Bartender	2012-2016	millard roadhouse (132nd + L Street) omaha
Bartender	2012-2012	Brew Burger (108th + L Street) omaha

5. Have you enclosed Form 147 regarding fingerprints?

YES       NO

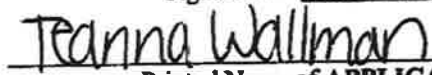
**SIGNATURE PAGE – PLEASE READ CAREFULLY**

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.

*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 by applicant and spouse.**

  
\_\_\_\_\_  
Signature of **APPLICANT**

  
\_\_\_\_\_  
Printed Name of **APPLICANT**

\_\_\_\_\_  
Signature of **SPOUSE**

\_\_\_\_\_  
Printed Name of **SPOUSE**

**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](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
4600 Innovation Drive  
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 the 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.

**\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\***

Trade Name Holiday Inn Express & Suites - Bellevue, NE  
Name of Person Being Fingerprinted: Teanna Wallman  
Date of Birth: [REDACTED] Last 4 SSN: [REDACTED]  
Date fingerprints were taken: 03-23-2023  
Location where fingerprints were taken: Troop A Headquarters  
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

Teanna Wallman  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11a.  
4/18/2023

COUNCIL MEETING DATE: 03/21/23		SUBMITTED BY: Ashley Decker, HR Director	
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:

Compensation Ordinance Seasonal Wage Update

SYNOPSIS/BACKGROUND:

The compensation ordinance is updated as needed to reflect a change in pay range for employees of the City that are unclassified seasonal employees. The ranges are based upon market rate research through a comparability study, as required by Nebraska State Statute. This change is due to the requested review by the Public Works Director and Deputy Director of Parks and Recreation.

FISCAL IMPACT:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Approve Compensation Ordinance 4117

ATTACHMENTS:

1. Ordinance No. 4117 (redlined)	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: \_\_\_\_\_

*Ashley Decker*  
*[Signature]*  
*[Signature]*

ORDINANCE NO. 4114 4117

AN ORDINANCE OF THE CITY OF BELLEVUE, NEBRASKA, CLASSIFYING THE EMPLOYEES OF THE CITY; FIXING THE RANGES OF COMPENSATION OF SUCH EMPLOYEES; PROVIDING A PAY RANGE SCHEDULE; PROVIDING FOR PUBLICATION IN PAMPHLET FORM; REPEALING ORDINANCE NO. 4114~~0~~; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The Mayor and Council do hereby find and adopt as classification of employees of the City of Bellevue and the ranges of compensation to be paid for such classification as follows:

A. Civilian Employees Association of Bellevue (Civilian Non-Management)

<u>Job Classification</u>	<u>Range</u>
As established in Contract	By Contract

B. Bellevue Professional Management Association (Management and Professional)

<u>Grade</u>	<u>Range</u>
As established in Contract	By Contract

<u>Section 2. Appointed Officials</u>	<u>Range (monthly)</u>
City Administrator	By Contract
City Clerk	\$5,665 - \$8,164
Treasurer	\$305 - \$385

<u>Section 2a. Unclassified</u>	<u>Range (monthly)</u>
Ambulance Billing Account Manager	\$4,980 - \$6,684
Assistant City Attorney	\$ 6,848 - \$10,119
City Attorney	\$8,750 - \$11,364
Community Development Director	By Contract
Community Relations Media Coordinator	\$5,866 - \$7,925
Acctg, Reporting & Compliance Manager	\$6,458 - \$ 9,032
Deputy Director Parks & Rec	\$ 5,935 - \$ 8,642
Finance Director	\$7,942 - \$ 11,248
Fire Chief	\$8,304 - \$ 11,534
Human Resources Generalist	\$4,241 - \$ 6,488
Human Resources Director	\$7,108 - \$ 10,662
Manager of Engineering Services	\$7,353 - \$ 10,057
Library Director	\$7,190 - \$ 9,887
Planning Manager	\$6,315 - \$ 8,693
Police Chief	\$8,708 - \$12,012

Public Works Director	\$8,538 - \$11,813
Public Works Engineer II	\$6,238 - \$8,791
Risk Manager	\$5,562 - \$7,498

Section 2b.	<u>Unclassified</u>	<u>Range (hourly)</u>
	CATV Specialist	\$22.09 - \$30.38
	Executive Secretary	\$26.57 - \$36.69
	Emergency Medical Services Supervisor	\$40.16 - \$51.56
	Human Resources Assistant	\$22.60 - \$30.61
	Sr. HRIS/Payroll Specialist	\$23.90 - \$32.97

Section 2c. If the wages for the City Clerk and the employees listed in Section 2a, Section 2b and Section 5 are above the top step of the wage range for their position, their wage will be red-circled, or frozen, until the wage range catches up to them. Beginning October 1, 2022, in order to maintain competitive market pay, the wage ranges listed for City Clerk, Section 2a, Section 2b and Section 5 will be increased by 2% annually for the beginning and ending wage on October 1 of each year.

Section 3. Bellevue Police Officers Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Officer	By Contract
Sergeant	By Contract

Section 4. Bellevue Police Command Staff Association

<u>Job Classification</u>	<u>Range (hourly)</u>
Police Captain	By Contract
Police Lieutenant	By Contract

Section 5. Fire Command

<u>Unclassified</u>	<u>Range (monthly)</u>
Assistant Fire Chief	\$8,041 - \$ 10,482

Section 5a. International Association of Firefighters Local 4906 (Fire Command Staff)

<u>Job Classification</u>	<u>Range</u>
Battalion Fire Chief	By Contract
Fire Captain	By Contract
Firefighters	By Contract

Section 6. Seasonal:

<u>Position</u>	<u>Hourly Range</u>
Swimming Supervisor	\$12.00 - \$16.75
Youth Baseball Supervisor	\$12.00 - \$16.75
Recreation Activities Supervisor	\$12.00 - \$16.75
Track Supervisor	\$12.00 - \$16.75
Tennis Supervisor	\$12.00 - \$16.75
Swimming Pool Managers	<del>\$16.12 - \$20.68</del> <del>11.00 - \$13.00</del>
Head Lifeguards	<del>\$14.03 - \$18.30</del> <del>11.00 - \$12.00</del>
Lifeguards	<del>\$12.58 - \$15.65</del> <del>10.50 - \$11.00</del>
Concession Workers	\$10.50 - \$11.00
Youth Baseball/Softball Umpires	\$10.50 - \$13.00
Track Club Coaches	\$10.50 - \$13.00
Parks Workers	<del>\$13.33 - \$18.00</del> <del>10.50 - \$14.00</del>

Section 7. Part-Time Positions:

Part-Time Administrative Positions:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
\$18.04	\$18.67	\$19.32	\$20.00	\$20.70	\$21.42

Unclassified Part-Time Positions

Part-Time Administrative Intern Position: Range (hourly) \$10.50 to \$12.00

Section 8. That Ordinance 411~~40~~ is hereby repealed.

Section 9. That payments based upon the above schedules for employees made prior to the effective date of this Ordinance are hereby ratified.

Section 10. That this Ordinance shall be published in pamphlet form.

Section 11. That upon the effective date of this ordinance, all legislative format shall be removed and the Ordinance placed in proper format with the approved amendments.

Section 12. That the ordinance shall be in full force and effect and after its passage, approval and publication according to law.

PASSED AND APPROVED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

11b.  
4/18/2023

COUNCIL MEETING DATE: March 21, 2023		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to vacate the plat of Lots 1 and 2, Heer and Theer Addition. Applicants: 1st City Development, LLC, John Jungers, and The David and Ruth Heer Revocable Trust. General Location: 2304 Lincoln Road.

SYNOPSIS/BACKGROUND:

Lots 1 and 2, Heer and Theer Addition was previously approved and recorded at Sarpy County, NE on March 25, 2022. Since that time, it has come to the property owners' attention the plat contained an inaccurate boundary description. The issue has since been taken care of from a title perspective, and now needs to be addressed from a platting perspective. This vacation will clear the way for an amended plat to be approved and recorded in the place of the inaccurate one.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department recommends approval of this request.

ATTACHMENTS:

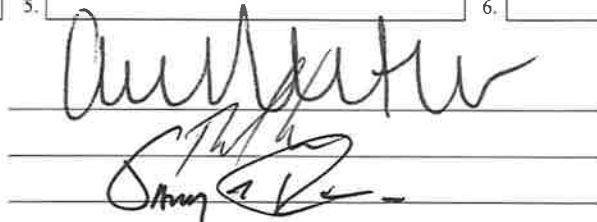
- |  |                             |                         |
|--|-----------------------------|-------------------------|
| 1. Letter from owners dates March 13, 2023 | 2. Previously recorded plat | 3. GIS aerial           |
| 4. Ord. No. 4118                           | 5. <input type="text"/>     | 6. <input type="text"/> |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# 1<sup>st</sup> City Development LLC

101 W. Mission Ave.  
Bellevue, NE 68005

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

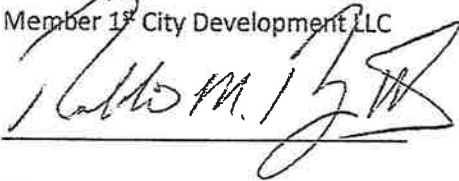
Dear Tammi,

On behalf of 1<sup>st</sup> City Development LLC, I would like to request the withdrawal of the plat recorded on 3/25/2022, which we refer to as 2302 Lincoln RD. After talking with our surveyor and Sarpy counties surveyor there were some boundary issues dating back several years that needed to be corrected. Hill Farrell has resurveyed the property with the new findings, even though minor needed to correct. We will submit the new plat to you for review in the coming days.

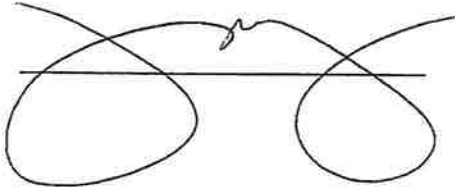
Please call me with any questions.


Sincerely,

Robbie Ryan  
Member 1<sup>st</sup> City Development LLC



John Jungers



THE DAVID + RUTH HEER  
Revocable Trust dated MARCH 20, 2015  
  
\_\_\_\_\_  
DAVID J. HEER, TRUSTEE

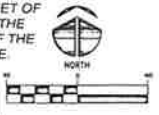
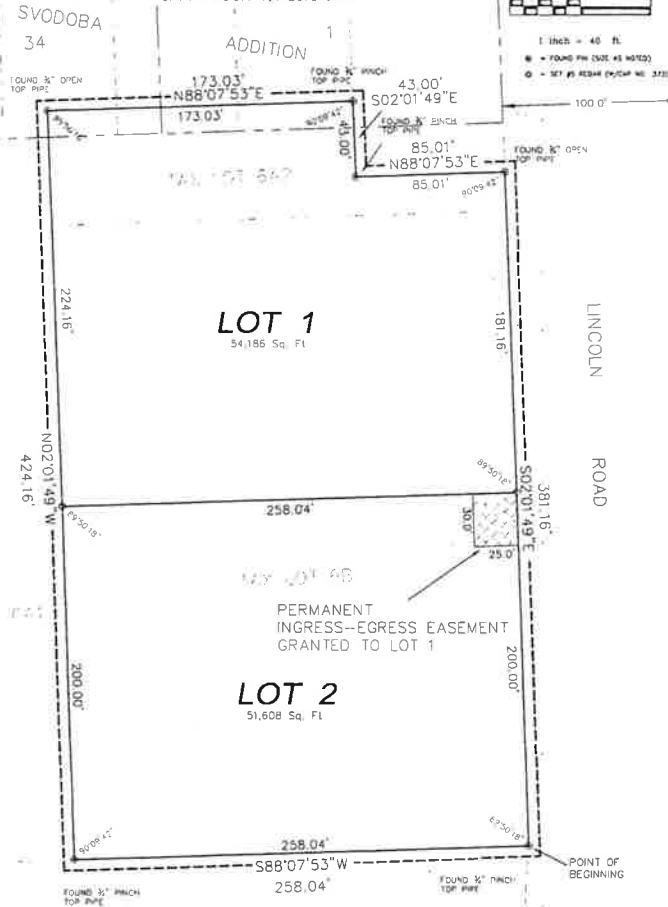
RECEIVED  
MAR 13 2023  
PLANNING DEPT.

# HEER AND THEER ADDITION

WEST MISSION AVE

LOTS 1 and 2  
BEING A REPLAT OF TAX LOT 6B AND THAT PART OF TAX LOT 6A2 BEING THE NORTH 50 FEET OF THE WEST 175 FEET OF THE EAST 260 FEET AND THE SOUTH 22 FEET OF THE EAST 85 FEET OF THE EAST 260 FEET OF TAX LOT 6A, TOGETHER WITH THE SOUTH 15 FEET OF THE WEST 110 FEET OF LOT 1 AND THE SOUTH 15 FEET OF THE EAST 65 FEET OF LOT 34, SVOBODA'S ADDITION TO THE CITY OF BELLEVUE.

SEC. 36, T14N, R13E, 6th P.M.  
SARPY COUNTY, NEBRASKA



FIELD SARPY COUNTY NEBRASKA  
INSTRUMENT NUMBER

2022-08158

03/25/2022 04:09:36 PM

Deb Houghlaling

COUNTY CLERK/REGISTER OF DEEDS

Submitter: PAYPORT N E JOHN

Receiving fees paid \$28.00

Pages: 4

By an

PLAT

SURVEY: ADV000020  
DRAWN: RDH  
DATE: 10/12/2021  
10/28/2021  
11/23/2021  
12/07/2021

### SURVEYOR'S CERTIFICATE

I FOUND D HILL THE LINDA DAVIS TRUSTS AND SURVIVORS DO HEREBY CERTIFY THAT I HAVE ACCURATELY SURVEYED AND STAKED WITH IRON PINS THE CORNERS AS SHOWN IN HEER AND THEER ADDITION BEING A REPLAT OF TAX LOT 6B AND THAT PART OF TAX LOT 6A2 BEING THE NORTH 50 FEET OF THE WEST 175 FEET OF THE EAST 260 FEET AND THE SOUTH 22 FEET OF THE EAST 85 FEET OF THE EAST 260 FEET OF TAX LOT 6A, TOGETHER WITH THE SOUTH 15 FEET OF THE WEST 110 FEET OF LOT 1 AND THE SOUTH 15 FEET OF THE EAST 65 FEET OF LOT 34, SVOBODA'S ADDITION, LOCATED IN THE SOUTHWEST 1/4 QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6th P.M., SARPY COUNTY, NEBRASKA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TAX LOT 6A, THENCE S88°07'53\"/>

DATE: 02/12/2022  
RONALD D HILL  
NEBRASKA'S NO. 373



### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, DAVID D. HEER AND RUTH M. HEER, CO-TRUSTEES OF THE DAVID AND RUTH HEER REVOCABLE TRUST, BEING THE OWNERS OF THE PROPERTY DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND EXTRACTED WITHIN THIS PLAT, HAVE GRANTED AND TO BE HEREIN SET FORTH AND LEGALLY AS SHOWN, SAID DEDICATION TO THE BELLEVUE CITY KNOWN AS "HEER AND THEER ADDITION", AND WE DO HEREBY GRANT AND APPROVE OF THE DEDICATION OF OUR PROPERTY AS SHOWN ON THIS PLAT TO BE HEREIN GRANT PERMIT LOCAL EASEMENTS TO OKLAHOMA COUNTY PUBLIC DISTRICT (OPD) FOR EGRESS AND UTILITIES ACCESS, A 10' (10) FOOT WIDE STRIP OF LAND ADJOINING ALL FRONT AND SIDE BOUNDARIES OF LOTS, AN 8' (8) FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARIES OF ALL INTERIOR LOTS, AND A STRIP (16) FOOT WIDE STRIP OF LAND ADJOINING THE REAR BOUNDARIES OF ALL EXTERIOR LOTS. THE TERM "EXTERIOR LOTS" IS DEFINED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE ABOVE DESCRIBED ADDITION. THE SAIDITY (8) FOOT WIDE STRIP OF LAND WILL BE REQUIRED TO TOP 100 FEET WIDE WITH THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED. THE SURVEYOR SHALL GRANT PERMIT LOCAL EASEMENTS TO METROPOLITAN UTILITIES DISTRICT AND/OR BELLEVUE CITY, THEIR SUCCESSORS AND ASSIGNS TO EFFECT, INSTALL, MAINTAIN, REPAIR AND REPLACE UTILITIES, HYDRAULIC AND OTHER RELATED FACILITIES AND TO EXTEND THEREBY LINES FOR THE TRANSMISSION OF GAS AND WATER OR, THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ADJOINING ALL CURB-TO-CURB STRIPS AND PERMANENT BUILDINGS OR RETAINING WALLS SHALL BE PLACED IN SAID EASEMENT STRIPS IN THE SAME MANNER AS USED FOR GARDENS, SIDEWALKS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE INSTALLATION OF SUCH UTILITY LINES.

A WITNESS HEREOF WE DO HEREBY SET OUR HANDS THIS 24th day of February, 2022

*David D. Heer*  
DAVID D. HEER, TRUSTEE OF THE DAVID AND RUTH HEER REVOCABLE TRUST

*Ruth M. Heer*  
RUTH M. HEER, CO-TRUSTEE OF THE DAVID AND RUTH HEER REVOCABLE TRUST

### ACKNOWLEDGMENT OF NOTARY

STATE OF NEBRASKA  
COUNTY OF SARPY

ON THIS 25th day of February, 2022, before me, the undersigned Notary Public, duly qualified in my commission and for said county and state, personally appeared DAVID D. HEER AND RUTH M. HEER, PERSONALLY KNOWN BY ME TO BE THE IDENTICAL PERSONS WHOSE NAMES APPEAR ON THIS PLAT AND THEY DO ACKNOWLEDGE THE EXECUTION HEREOF TO BE THEIR VOLUNTARY ACT AND DEED.

DATE: 2-24-2022

*Michelle Ann Pfeiffer*  
NOTARY PUBLIC

### APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF HEER AND THEER ADDITION WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION THIS 16th day of December, 2021.

*Shirley C. Cramer*  
CHAIRPERSON  
BELLEVUE PLANNING COMMISSION

### APPROVAL OF BELLEVUE CITY COUNCIL

THE BELLEVUE CITY COUNCIL THIS 15th day of February, 2022, HAS PLATTED THIS PLAT IF NOT RECORDED WITHIN NINETY (90) DAYS OF THE ABOVE DATE.

*Jason K. Hutto*  
CITY CLERK  
CITY OF BELLEVUE, NEBRASKA

### REVIEW BY SARPY COUNTY PUBLIC SURVEYOR

THIS PLAT OF HEER AND THEER ADDITION WAS REVIEWED BY THE SARPY COUNTY SURVEYOR'S OFFICE ON DATE 02/12/2022.

*David D. Hill*  
SARPY COUNTY SURVEYOR

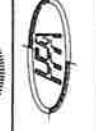
### COUNTY TREASURER'S CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE RECEIVED BY SPECIAL TAXES ONE OR OTHERS AGAINST THE PROPERTY AS DESCRIBED WITHIN THIS PLAT AS SHOWN BY THE WITHIN CORNERS OF THE PLAT.

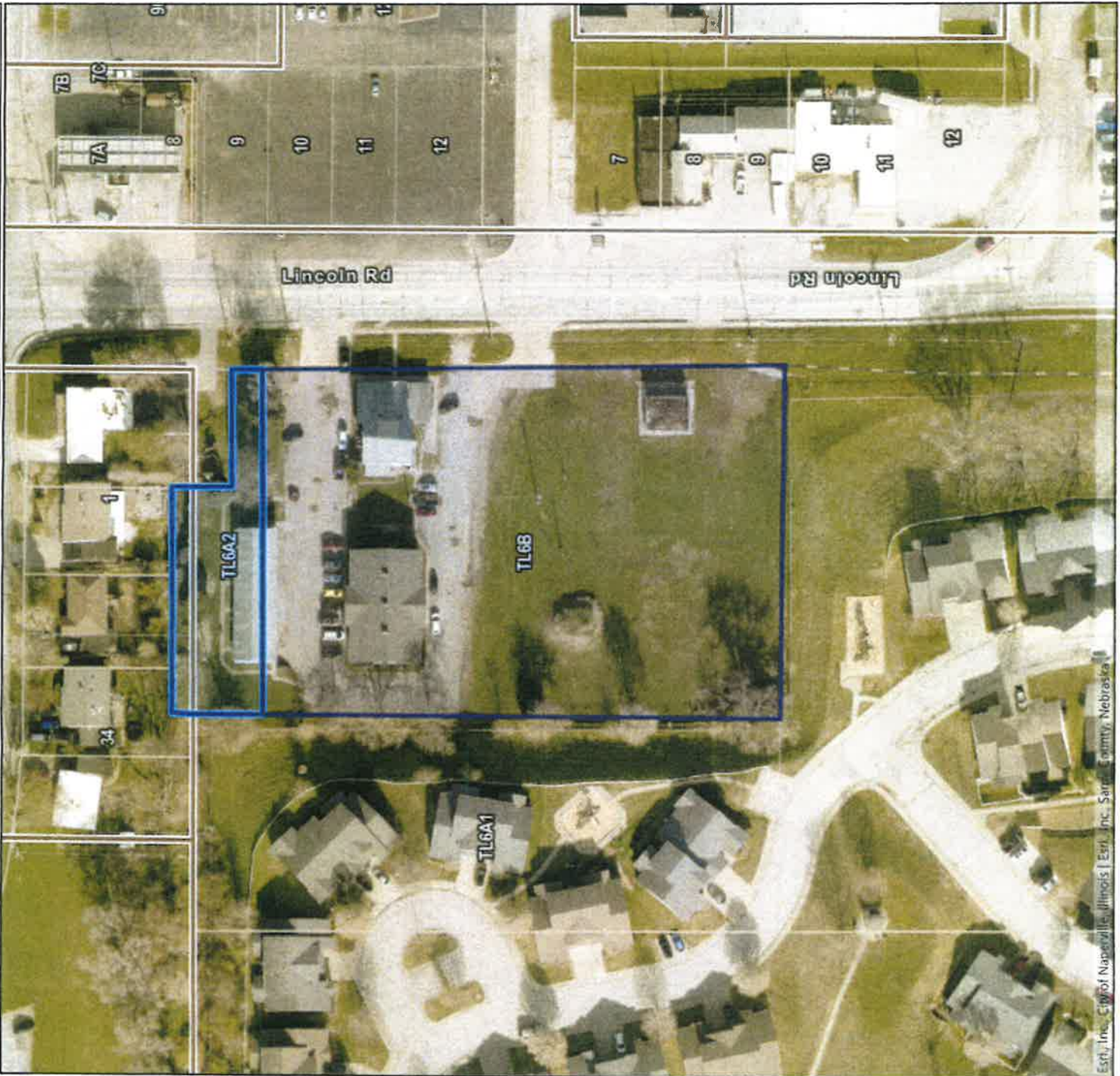
DATE: 21 March 2022

HEER AND THEER ADDITION  
BELLEVUE, NEBRASKA  
SMALL SUBDIVISION PLAT

HILL-FARRELL ASSOCIATES, INC.  
Surveyors  
Land  
Bellevue, NE 68123 (402) 291-6100



PROJECT NO:  
HEER AND THEER ADDITION



Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska

Notes



Map Scale 1: 1592



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.

ORDINANCE NO. 4118

AN ORDINANCE TO VACATE THE PLAT OF LOTS 1 AND 2, HEER AND THEER ADDITION LOCATED AT OR ABOUT 2304 LINCOLN ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

WHEREAS, pursuant to Nebraska Revised Statutes a City of the First Class has the power to do all acts on relation to the concerns of the City necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Nebraska Revised Statutes, the powers of the City as a body are exercised by the Mayor & City Council; and,

WHEREAS, the Mayor & City Council has the authority to adopt ordinances, resolution, and other regulations, which shall have the force and effect of law; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 19-917, plats or additions to municipalities that have been previously processed and approved may be vacated or changed when such changes are deemed by the municipality to be advantageous and in its best interest; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 19-917, the owner or all the owners of lots or lands in a plat or addition to the municipality are required to petition the municipality to vacate all or part of the plat or addition; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 19-917, the Mayor & City Council are required to approve or decline an application for vacation of a final plat; and

WHEREAS, the applicants, Robbie Ryan (1<sup>st</sup> City Development LLC), John Jungers, and The David and Ruth Heer Revocable Trust, applied for the approval of vacation of the plat for Heer and Theer Addition, generally located near 2304 Lincoln Road.

WHEREAS, the City of Bellevue Planning Manager reviewed the application for the vacation of the plat for compliance with the Bellevue City Code and made a recommendation of approval. Attached hereto and incorporated by reference, is the Application, Approval, aerial map of the property and a copy of the Plat.

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

I. Heer and Theer Addition consists of Lots 1 and 2 as platted and recorded in Sarpy County on March 25, 2022, located in the Southwest  $\frac{1}{4}$  of Section 36, T14N, R14E, of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

II. The current approved plat contains an inaccurate boundary description.

III. The proposed vacation of the plat of Heer and Theer Addition is in conformity with Bellevue City Code and is deemed to be advantageous and in its best interest of the City of Bellevue.

IV. The Planning Manager recommends approval.

BE IT FURTHER RESOLVED THAT the plat of a subdivision known as Heer and Theer Addition, located in the Southwest  $\frac{1}{4}$  of Section 36, T14N, R14E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska is deemed to be advantageous and in its best interest of the City of Bellevue, Nebraska and is hereby vacated.

ADOPTED AND APPROVED this \_\_\_\_\_ day of April, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12a.  
4/18/2023

COUNCIL MEETING DATE: April 4, 2023		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

Request to rezone Lot 143, Nob Hill, from BG to RS-84 for the purpose of an existing single family residence. Applicant: Chris Lake Properties, LLC. General location: 608 Nob Hill Terrace.

SYNOPSIS/BACKGROUND:

Pat Sullivan, on behalf of Chris Lake Properties, LLC, is requesting a change of zone for Lot 143, Nob Hill, from BG to RS-84 for an existing single family residence. With its current commercial zoning, the single family residence is considered legal non conforming. This request will bring the property into conformance with the current zoning regulations.

FISCAL IMPACT::  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending approval of this request.

ATTACHMENTS:

1. PC recommendation	2. Staff Report	3. Ord. No. 4119
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:

*Pat Sullivan*  
\_\_\_\_\_  
*Tammi Palm*  
\_\_\_\_\_  
*Samuel D. ...*  
\_\_\_\_\_

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Chris Lake Properties, LLC

Case #: Z-2302-04

CITY COUNCIL HEARING DATE: April 18, 2023

REQUEST: to rezone Lot 143, Nob Hill, from BG (General Business Zones) to RS-84 (Single-Family Residential – 8,400 Square Foot Zone) for the purpose of an existing single-family residence.

On March 23, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**Approval:** based upon the lack of perceived negative impact upon the surrounding area.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Hankins						Ritz
	Aerni						Perrin
	Sims						
	Cutsforth						
	Ackley						
	Bennett						
	Jacobson						

Planning Commission Hearing (s) was held on: March 23, 2023

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBERS:** Z-2302-04

**FOR HEARING OF:**

**REPORT #1:** March 23, 2023

**REPORT #2:** April 18, 2023

### **I. GENERAL INFORMATION**

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

Chris Lake Properties, LLC  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

#### **B. PROPERTY OWNER:**

Chris Lake Properties, LLC  
1246 Golden Gate Drive, Suite 1  
Papillion, NE 68046

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

608 Nob Hill Terrace

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

Lot 143, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, NE.

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

Rezone Lot 143, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, NE., from BG to RS-84.

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

BG, Single Family Residential

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a change of zone to bring a legal nonconforming use into conformance with the Zoning Ordinance.

**H. SIZE OF SITE:**

The site is approximately .23 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is presently developed with a single family residence constructed in 1966.

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

- 1. **North:** Single Family Residential, BG-72
- 2. **East:** Single Family Residential, RS-84
- 3. **South:** Single Family Residential, BG
- 4. **West:** Commercial, BG

**C. REVELANT CASE HISTORY:**

On March 23, 2023, the Planning Commission recommended approval of a request to rezone Lot 143, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6th P.M., Sarpy County, NE., from BG to RS-84, for the purpose of existing single family residential.

**D. APPLICABLE REGULATIONS:**

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

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There is no MAPA traffic data available for this location.
2. This property has access from an existing driveway off Nob Hill Terrace.

**D. UTILITIES:**

All utilities are available to this location.

**E. ANALYSIS:**

1. Chris Lake Properties, LLC has submitted a request to rezone Lot 143, Nob Hill, from BG to RS-84.
2. The property is currently developed with a single family residence. Sarpy County records indicate the house was built in 1966.
3. Based on its age, the present use of a single family residence in a commercial zone is considered a legal nonconforming use. In the prior Zoning Ordinance, single family residential was allowed in BG (General Business) due to pyramid zoning. In the 2011 update pyramid zoning was removed from the Zoning Ordinance. The requested change of zone would bring this property into conformance.
4. The requested RS-84 (Single Family Residential, 8,400 Square Foot) zoning is consistent with the zoning designation of the adjacent residential neighborhood to the east.

The property meets the RS-84 lot requirements.

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

No comments were received on this case.

6. This property is designated for commercial use in the Future Land Use Map of the Comprehensive Plan. Staff believes this was done in error based on its existing zoning. This lot is part of a long-established single family residential neighborhood. The designation will be corrected as part of our upcoming Comprehensive Plan update.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

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

**V. PLANNING COMMISSION RECOMMENDATION**

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

**VI. ATTACHMENTS TO REPORT**

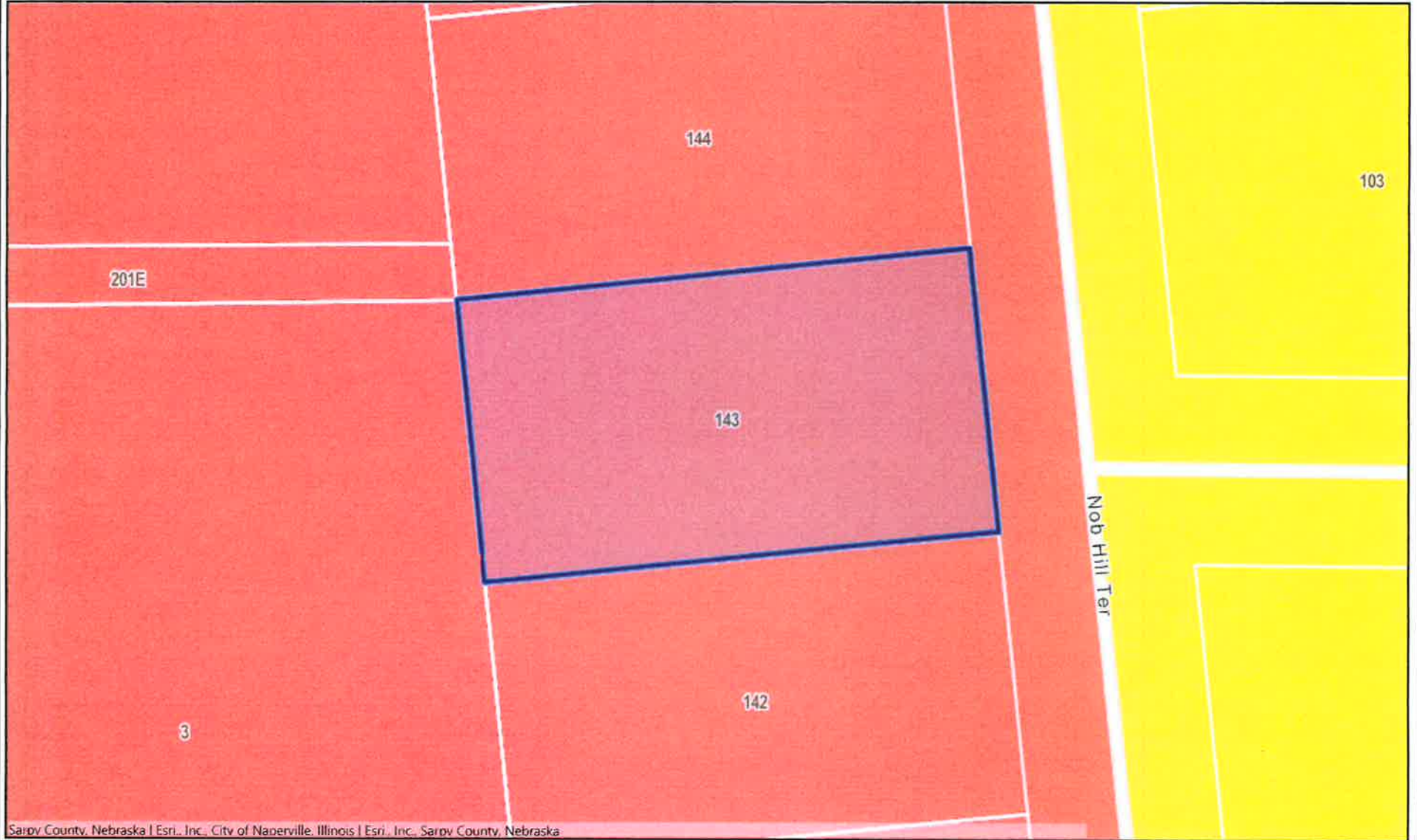
1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Justification letter received from Patrick Sullivan on February 16, 2023

**VII. COPIES OF REPORT TO:**

1. Chris Lake Properties, LLC, Attn: Patrick Sullivan
2. Public Upon Request

  
Assistant Planning Manager

 03/28/23  
Planning Manager Date of Report

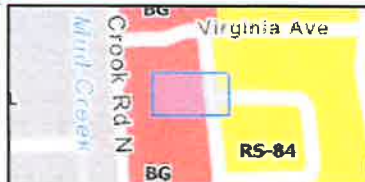


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 564

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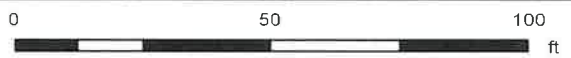


Notes





Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 564

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



Notes



## JUSTIFICATION OF THE ZONING CHANGE

### LOT 143 NOB HILL

The property was zoned BG General Business many years ago despite the fact that all of the properties west and adjacent to Nob Hill Terrace has been single-family, residential homes. The zoning of BG at the time allowed for single-family residential due to "pyramid" zoning application. In 2011, the City removed pyramid zoning from its code, literally causing 16 homes to be stripped of compliance and conformity with the zoning code, and became non-conforming lots. Non-conforming lots are subject to a lack of ability to secure lending due to the nonconforming use. The nonconforming use is subject to total removal of the structures if damaged by 60% or more. Banks do not want collateral with this risk. The 60% rules also creates an insurance risk so insurance coverage is more expensive. The City, despite being the one that created this problem, does not want to take it upon itself to resolve this unconscionable consequence. Accordingly, the applicant is justified in its request that it is zoned RS-84.

RECEIVED

FEB 16 2023

PLANNING DEPT.

ORDINANCE NO. 4119

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 608 NOB HILL TERRACE, 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 143, Nob Hill, located in the Northwest ¼ of Section 23, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

From BG (General Business Zone to RS-84 (Single-Family Residential – 8,400 Square Foot Zone).

(Chris Lake Properties, LLC)

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 \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

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

ATTEST

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

\_\_\_\_\_  
Mayor

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

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

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

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

12b.  
4/18/2023

COUNCIL MEETING DATE: April 4, 2023		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input checked="" type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request to rezone Lot 1D, Pleasant Hill or Martin's Subdivision, from RS-72 to BG for the purpose of a daycare center. Applicant: Twins Daycare, LLC. General location: 7952 South 25th Street.

SYNOPSIS/BACKGROUND:

Twins Daycare, LLC is requesting a change of zone for Lot 1D, Pleasant Hill or Martin's Subdivision, from RS-72 to BG for the purpose of a daycare facility. No site plan approval is required with this request. At the Planning Commission meeting, the applicant indicated the commercial daycare would operate 24 hours/7 days per week. This property is surrounded by residential zoning. Staff has concerns regarding spot zoning and traffic impact with this request.

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

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission are recommending denial of this request.

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	3. Ord. No. 4120
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:

*Linnea J. Taylor*  
*[Signature]*  
*[Signature]*

# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: Twins Daycare, LLC

Case #: Z-2302-03

CITY COUNCIL HEARING DATE: April 18, 2023

REQUEST: to rezone Lot 1D, Pleasant Hill or Martin's Subdivision, from RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to BG (General Business) for the purpose of a daycare center.

On March 23, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**Denial:** based upon the incompatibility with the existing residential zoning, the perceived negative impact on the surrounding area, and lack of conformance with the Comprehensive Plan.

### VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Hankins						Ritz
	Aerni						Perrin
	Sims						
	Cutsforth						
	Ackley						
	Bennett						
	Jacobson						

Planning Commission Hearing (s) was held on: March 23, 2023

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2302-03

FOR HEARING OF:

REPORT #1: March 23, 2023

REPORT #2: April 18, 2023

### I. GENERAL INFORMATION

#### A. APPLICANT:

Twins Daycare, LLC  
2402 N Street  
Omaha, NE 68107

#### B. PROPERTY OWNER:

Raccoon LLC  
2209 Erin Circle  
Papillion, NE 68048

#### C. GENERAL LOCATION:

7952 South 25<sup>th</sup> Street

#### D. LEGAL DESCRIPTION:

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

#### E. REQUESTED ACTIONS:

Rezone Lot 1D, Pleasant Hill or Martin's Subdivision, located in the Southeast  $\frac{1}{4}$  of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to BG.

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

RS-72/Vacant

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a change of zone to facilitate construction of a daycare center and preschool facility.

**H. SIZE OF SITE:**

The site is approximately 4.81 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:** Chandler View Elementary School, RS-72
- 2. **East:** General Residential (across South 25<sup>th</sup> Street), RG-20-PS
- 3. **South:** Residential Estates, RE
- 4. **West:** Single Family Residential (ATS Mobile Telephone Tower), RS-72

**C. REVELANT CASE HISTORY:**

On March 23, 2023, the Planning Commission recommended denial of a request to rezone Lot 1D, Pleasant Hill or Martin’s Subdivision, located in the Southeast ¼ of Section 16, T14N, R13E of the 6th P.M., Sarpy County, NE, from RS-72 to BG for the purpose of a daycare facility.

**D. APPLICABLE REGULATIONS:**

- 1. Section 5.22, Zoning Ordinance, regarding General Business District.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

- 1. The 2020 MAPA Traffic Flow Chart estimates 4,505 vehicles per day along

South 25<sup>th</sup> Street, south of the intersection of South 25<sup>th</sup> Street and West Chandler Road.

2. This property has access from South 25<sup>th</sup> Street.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Merlyn Menjivar, on behalf of Twins Daycare, LLC, has submitted a request to rezone Lot 1D, Pleasant Hill or Martin's Subdivision, for the purpose of constructing a daycare center and preschool facility.
2. This property is presently zoned RS-72 (Single-family Residential, 7,200 Square Foot Minimum). The applicant is requesting a change of zone to BG (General Business) which allows for a wide range of retail and service establishments. No platting is being requested at this time.
3. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, and the Omaha Public School District. The cover letter indicated a deadline to send comments back to the Planning Department, and also stated if the requested department did not have comments pertaining to the application, no response was needed.

Matt Knight, Public Works Engineer, commented, "Given the wide range of uses permitted under a BG zoning district, Public Works would be concerned with the potential traffic impacts associated with this 5-acre lot under this type of zoning. The high volume of traffic that could be generated by certain uses (e.g., fast food restaurant, gasoline station-both permitted uses) would likely be problematic, particularly with this lot's proximity to Chandler View Elementary School."

No other comments were received on this case.

4. The intent of the BG district is to provide for a wide range of retail and service establishments.

The requested BG zoning would remain with the land, thereby allowing for permitted uses such as the following: carwash, convenience store with fuel sales, grocery store, microbrewery, restaurant, service garage, and hotel.

5. The Future Land Use Map of the Comprehensive Plan designates this area as medium density residential. This request goes against the Comprehensive Plan.

6. Staff believes the more intense BG (General Business) zoning district is not appropriate for this particular lot based on the existing character of the neighborhood and potential traffic impacts. In Staff's opinion this would be considered spot zoning. Spot zoning is the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property, and to the detriment of other owners. Staff does not believe this intense zoning district would be compatible with the adjacent RS-72, RG-20-PS, and RE zoned properties.
7. Due to its size of approximately 5 acres, this property could be subdivided into several lots once rezoned commercial, which would create additional density that could be used for more intense purposes and cause further negative impact to the surrounding area.

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

DENIAL of the change of zone based upon the incompatibility with the existing residential zoning, the perceived negative impact on the surrounding area, and lack of conformance with the Comprehensive Plan.

**V. PLANNING COMMISSION RECOMMENDATION**

DENIAL of the change of zone based upon the incompatibility with the existing residential zoning, the perceived negative impact on the surrounding area, and lack of conformance with the Comprehensive Plan.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Justification letter received from Merlyn Menjivar on February 13, 2023
4. Email Ginger Rudeen received March 22, 2023
5. Email received from Gary and Kathy Povondra received March 22, 2023
6. Email received from Mary Cannon received March 23, 2023
7. Email received from Camille Melara received March 23, 2023

**VII. COPIES OF REPORT TO:**

1. Twins Daycare, LLC, Attn: Merlyn Menjivar
2. Nebraska Management & Construction
3. Ryan S. Galer
4. Racoon, LLC, Attn: Timothy P. Engler
5. Public Upon Request

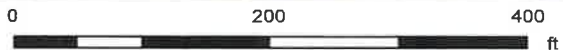
  
Assistant Planning Manager

  
Planning Manager

03/28/23  
Date of Report



Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



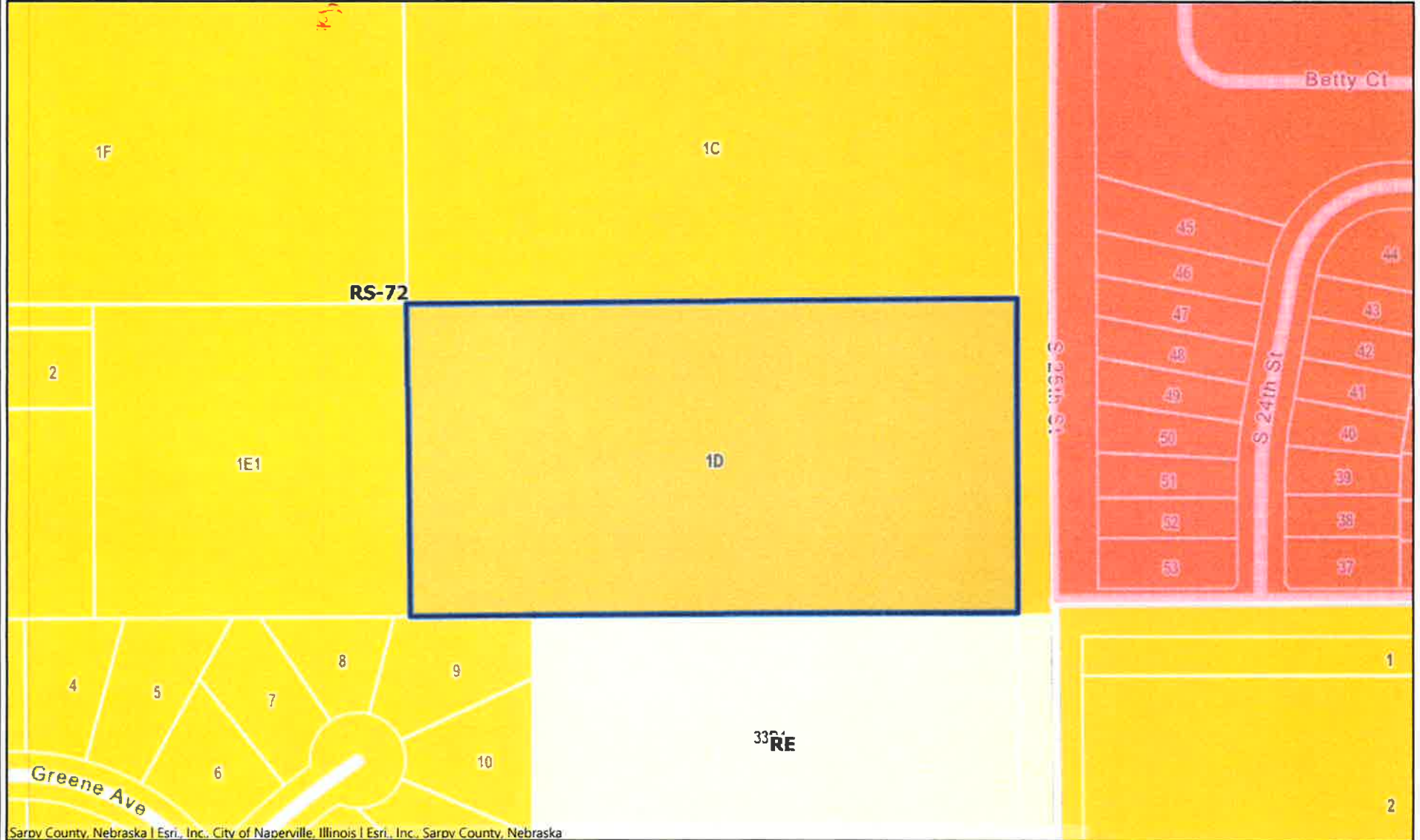
Map Scale 1: 2257

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Notes





Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 2257

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Notes



**JUSTIFICATION LETTER**

February 14, 2023

From: Twins Daycare LLC.  
% Meryl Menjivar  
2402 "N" Street  
Omaha, NE 68107  
402-884-2402  
E-Mail: [twinsdaycare2014@gmail.com](mailto:twinsdaycare2014@gmail.com)

To: Tammi L. Palm - Planning Manager  
City of Bellevue  
1510 Wall Street  
Bellevue, NE 68005  
402-293-3026  
E-Mail: [tammi.palm@bellevue.net](mailto:tammi.palm@bellevue.net)

Subject: Justification letter

The reason for requesting rezoning from residential zoning to BG Commercial zoning is the need of Childcare and Preschool facility in the working community.

This parcel # 010424539 location is 5.1 Acres and large enough to accommodate a state of the arts Daycare Center and Preschool to fill the needs of working parents. The parcel is large enough to have a variety of activities and a safe traffic flow of dropping and picking up of children and staff.

Thank you,

Meryl Menjivar

RECEIVED  
FEB 13 2023  
PLANNING DEPT.

## Tammi Palm

---

**From:** Ginger Bellows <gbellows\_24@yahoo.com>  
**Sent:** Wednesday, March 22, 2023 2:44 PM  
**To:** Tammi Palm  
**Subject:** [EXT] Twins daycare llc

Good afternoon, my name is Ginger Rudeen, and we love behind the lot that is under discussion of commercial use. We moved here 6 years ago and absolutely love our house. The biggest plus is the sunroom that looks out into that empty lot with forest. Some mornings/evenings we have deer, Fox, rabbits, eagles, coons, Turkey, and all kinds of birds. Our kids love seeing those gorgeous animals that have homes in those trees. We would be very sad to see that all change to commercial businesses. They already tore down all the trees on the other side of cedar island to put in a storage unit. Please consider not passing please.

Thank you for your time!

Sent from my iPhone

RECEIVED  
MAR 22 2023  
PLANNING DEPT.

## Tammi Palm

---

**From:** Kathy Povondra <1988kathy@cox.net>  
**Sent:** Wednesday, March 22, 2023 5:11 PM  
**To:** Tammi Palm  
**Subject:** [EXT] Case #Z-2302-03- twins daycare LLC

Dear Tammi: I've lived here 34+ years. I'm Anamont I don't want this to happen to my neighborhood. I know what your trying to do. Your trying to ruin this neighborhood. I'm totally against this daycare. Twins Daycare LLC. We are #6 in your proposed project. Its not in me and my husband's best interest. Thanks Gary and Kathy Povondra 7910 Greene circle.

Sent from my iPad

RECEIVED  
MAR 22 2023  
PLANNING DEPT.

## Tammi Palm

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**From:** Mary cannon <cannonmary319@gmail.com>  
**Sent:** Thursday, March 23, 2023 6:02 AM  
**To:** Tammi Palm  
**Subject:** [EXT] Rezoning lot 1D pleasant hill

Rezoning for business is inappropriate for this mostly single family residence area. The area is already heavily trafficked with a school and new apartment complex

Sent from my iPhone

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MAR 23 2023  
PLANNING DEPT.

## Tammi Palm

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**From:** Camille Melara <camillemelara@gmail.com>  
**Sent:** Thursday, March 23, 2023 11:19 AM  
**To:** Tammi Palm  
**Subject:** [EXT] Rezoning on 25th St between Chandler and Cornelia

Ms. Palm,

We live just one block away from the proposed rezoning property on 25th Street and I would like to share why I am in opposition. Traffic along 25th Street is already substantial during rush hour traffic and start and end of school(at Chandler View). Twenty-fifth street is currently one lane and the addition of frequent cars coming and going from a day care would add further congestion. In addition, the property in question backs up to numerous properties on Cornelia St that have grown accustomed to a field in the back with wildlife. Current home owners have made attempts to purchase portions of the property in question to extend their properties with no desire from the property owner. These home owners will have there quality of living substantially altered if this property is rezoned for what may be a daycare initially but with the potential for other businesses in the future. This rezoning would substantially and negatively affect the surrounding neighborhood.

Please feel free to contact me if you have any further questions. Also, please include my comments with the proposal as the administrative assistant said was typical process.

Thank you for your time!

Camille Melara

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ORDINANCE NO. 4120

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BELLEVUE, NEBRASKA, AS PROVIDED FOR BY ARTICLE 3 OF ORDINANCE NO. 4104 BY CHANGING THE ZONE CLASSIFICATION OF LAND LOCATED AT OR ABOUT 7952 SOUTH 25<sup>TH</sup> STREET, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

Lot 1D, Pleasant Hill or Martin's Subdivision, located in the Southeast ¼ of Section 16, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska

From RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to (BG General Business Zone).

(Twins Daycare, LLC)

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 \_\_\_\_\_, 2023.

APPROVED AS TO FORM:

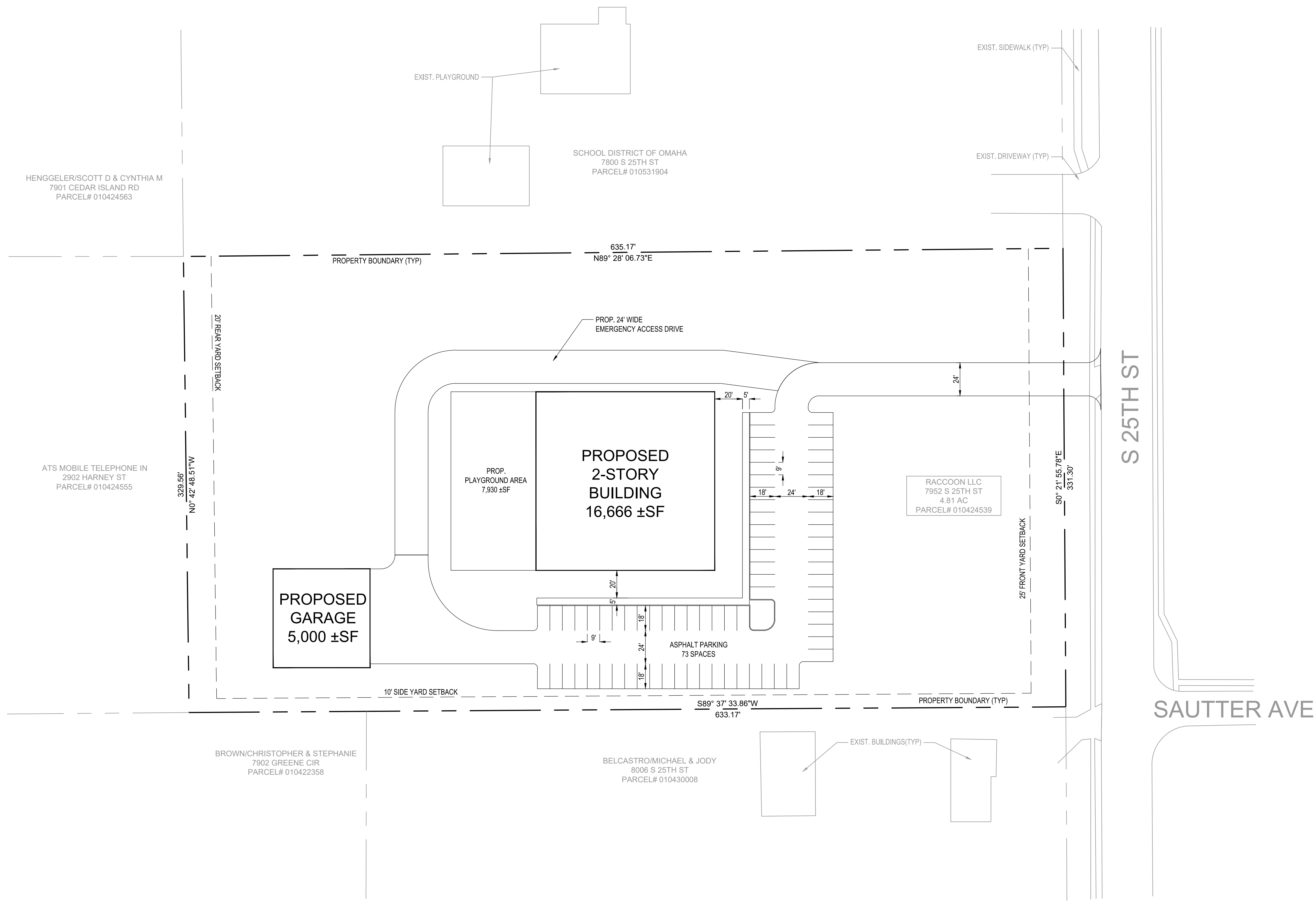
\_\_\_\_\_  
City Attorney

ATTEST

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

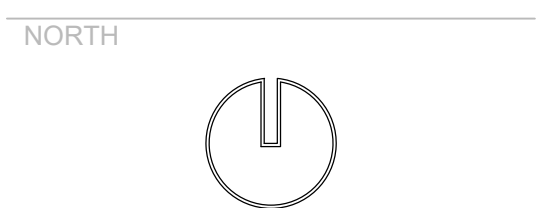
\_\_\_\_\_  
Mayor

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



### SITE INFORMATION TABLE

PROPERTY ADDRESS	7952 S 25TH STREET BELLEVUE, NE 68147	
OWNER	RACCOON LLC	
OWNER ADDRESS	PO BOX 8004 OMAHA, NE 68108	
LEGAL DESCRIPTION	LOT 1D PLEASANT OR MARTIN'S	
PARCEL #	010424539	
ZONE	SINGLE-FAMILY RESIDENTIAL (RS-72)	
PROPOSED REZONE	NEIGHBORHOOD BUSINESS (BN)	PROPOSED
MIN. LOT AREA	7,500 SF	209,524 ±SF
MIN. LOT WIDTH	50 FT	>50 FT
MAX. BUILDING HEIGHT	25 FT	25 FT
MIN. FRONT YARD	25 FT	>25 FT
MIN. REAR YARD	20 FT	>20 FT
MIN. SIDE YARD (ABUTTING RESIDENTIAL LOT)	10 FT	>10 FT
MAX. GROSS FLOOR AREA RATIO	0.70	0.16
MAX. GROUND COVERAGE	70%	34.5%



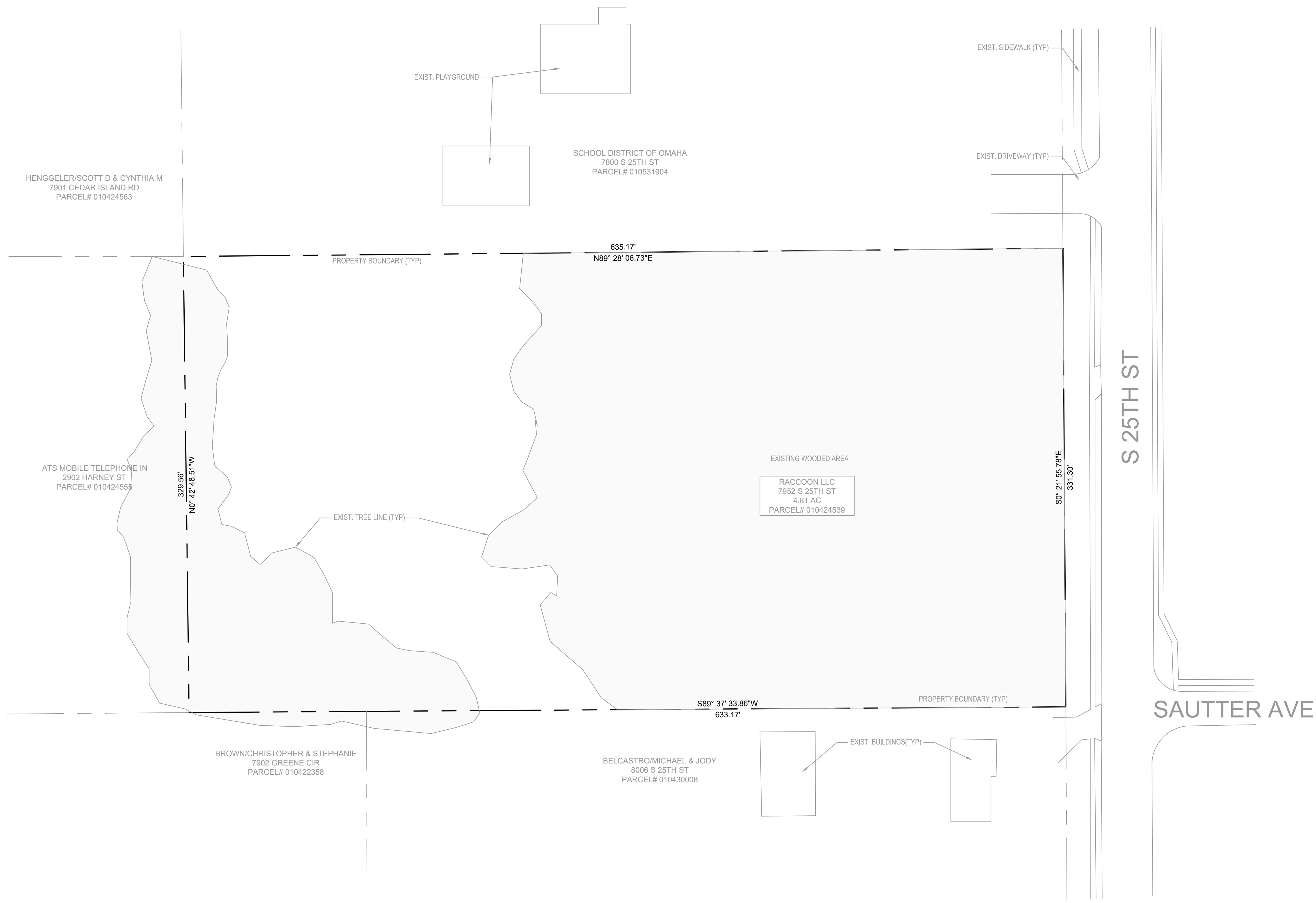
ISSUE/REVISION	DATE

PROJECT  
**PROPOSED DAYCARE**  
 7952 S. 25TH STREET  
 BELLEVUE, NE 68147

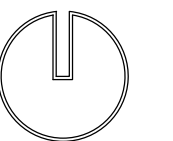
TITLE  
**SITE PLAN**

SHEET NO.  
**C100**

**SITE PLAN**  
 SCALE: 1" = 40'  
 0' 20' 40' 80'



NORTH



ISSUE/REVISION	DATE

PROJECT  
**PROPOSED DAYCARE**  
7952 S. 25TH STREET  
BELLEVUE, NE 61847

TITLE  
**EXISTING CONDTIONS**

SHEET NO.  
**C050**

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14a.14a1. and 14a2.  
4/18/2023

COUNCIL MEETING DATE: April 18, 2023		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request for site plan approval for Lot 1, Harvell Center Replat Two, being a replatting of Lots 1 and 3, Harvell Center, together with vacated Harvell Circle lying within said Harvell Center, Lots 1 and 2, Harvell Center Replat 1, Lot 2, Bellevue Crossing Replat 2, Tax Lot 6A10, Tax Lot 9A3A, and Tax Lot 9A3B; all located in the Southwest 1/4 of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of an Athletic Field House; preliminary plat Lot 1, Harvell Center Replat Two; and final plat Lot 1, Harvell Center Replat Two. Applicant: Bellevue University. General location: 2108 Harvell Circle.

SYNOPSIS/BACKGROUND:

Bellevue University is requesting site plan approval, as well as approval of preliminary and final platting for their proposed athletic field house project. The approximately 72,000 square foot athletic field house is a two-level building which will include multiple competition and practice courts for basketball and volleyball, a weight room, locker rooms, press room, as well as meeting and storage space.

FISCAL IMPACT:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

The Planning Department and Planning Commission recommended approval of this project, contingent upon a MOU being approved regarding traffic control prior to issuance of any building permits. BU is supportive of this recommendation.

ATTACHMENTS:

1. PC Recommendation	2. Staff Report	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: Bellevue University  
CASE #'s: S-2301-02, S-2301-03, Z-2301-02  
CITY COUNCIL HEARING DATE: April 18, 2023

REQUEST: for site plan approval for Lot 1, Harvell Center Replat Two; and Preliminary Plat Lot 1, Harvell Center Replat Two, being a replatting of Lots 1 and 3, Harvell Center, together with vacated Harvell Circle lying within said Harvell Center, Lots 1 and 2, Harvell Center Replat 1, Tax Lot 6A10, Tax Lot 9A3A, Tax Lot 9A3B, all located in the Southwest ¼ of Section 26, T14M, R13E, of the 6<sup>th</sup> P.M., Sarpy County Nebraska; and Final Plat Lot 1, Harvell Center Replat Two, for the purpose of an Athletic Field House.

On March 23, 2023, the City of Bellevue Planning Commission voted six yes, zero no, two absent and one abstained:

**APPROVAL** based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. Approval based upon the positive impact of the development for Bellevue University and the community as a whole; contingent upon a formal agreement for traffic control being entered into with the University and the city prior to issuance of building permits.

VOTE:

Yes:	Six:	No:	Zero:	Abstain:	One:	Absent:	Two:
	Hankins				Ackley		Ritz
	Aerni						Perrin
	Sims						
	Cutsforth						
	Bennett						
	Jacobson						

Planning Commission Hearing (s) was held on: March 23, 2023

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT # 2

**CASE NUMBERS:** Z-2301-02  
S-2301-02  
S-2301-03

**FOR HEARING OF:**  
**REPORT #1:** March 23, 2023  
**REPORT #2:** April 18, 2023

### **I. GENERAL INFORMATION**

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

Bellevue University  
1000 Galvin Rd. S.  
Bellevue, NE 68005

#### **B. PROPERTY OWNER:**

Bellevue University  
Attn: Mary Hawkins  
1000 Galvin Rd. S.  
Bellevue, NE 68005

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

2108 Harvell Circle

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

Lot 1, Harvell Center Replat Two, being a replatting of Lots 1 and 3, Harvell Center, together with vacated Harvell Circle lying within said Harvell Center, Lots 1 and 2, Harvell Center Replat 1, Lot 2, Bellevue Crossing Replat 2, Tax Lot 6A10, Tax Lot 9A3A, and Tax Lot 9A3B; all located in the Southwest  $\frac{1}{4}$  of Section 26, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County, Nebraska.

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

1. Site Plan approval for Lot 1, Harvell Center Replat Two
2. Preliminary plat Lot 1, Harvell Center Replat Two
3. Final Plat Lot 1, Harvell Center Replat Two

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

BG-PCO/Bellevue University Campus

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval of a preliminary plat, final plat and site plan approval to enable the construction of an athletic field house for Bellevue University.

**H. SIZE OF SITE:**

The site is approximately 16.165 acres.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is currently part of the Bellevue University campus. There are two existing buildings east of vacated Harvell Circle; the Bellevue University Wellness Center and the Rotert Building/Military Veterans Services Center. Additionally, there is a small brick commercial building constructed in 1950 and a single family residence constructed in 1954 along the Fort Crook Road frontage. Only the Rotert Building/Military Veterans Services Center building will remain under the proposed site plan.

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

1. **North:** Commercial (across Harvell Drive), BG
2. **East:** Commercial (across Harvell Drive), BG
3. **South:** Commercial/Vacant (across Herman Drive), BG
4. **West:** Vacant, BG-PCO

**C. REVELANT CASE HISTORY:**

On March 23, 2023, the Planning Commission recommended approval of a request for site plan approval for Lot 1, Harvell Center Replat Two, being a replatting of Lots 1 and 3, Harvell Center, together with vacated Harvell Circle lying within said Harvell Center, Lots 1 and 2, Harvell Center Replat 1, Lot 2, Bellevue Crossing Replat 2, Tax Lot 6A10, Tax Lot 9A3A, and Tax Lot 9A3B; all located in the Southwest ¼ of Section 26, T14N, R13E of the 6th P.M., Sarpy County, Nebraska, for the purpose of an Athletic Field House; preliminary plat Lot 1, Harvell Center Replat Two; and final plat Lot 1, Harvell Center Replat Two.

**D. APPLICABLE REGULATIONS:**

1. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.
2. Chapter 4, Subdivision Regulations, regarding Final Plats.
3. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.
4. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.
5. Section 5.25, Zoning Ordinance, regarding PCO uses and requirements.

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

The Future Land Use Map of the Comprehensive Plan designates this area as activity center.

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. The 2020 MAPA Traffic Flow Chart estimates 17,311 vehicles per day along Harvell Drive east of the Fort Crook Road intersection. There are 12,236 vehicles per day estimated along Fort Crook Road south of Cornhusker Road.
2. Access is proposed at two points along Herman Drive.

**D. UTILITIES:**

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

**E. ANALYSIS:**

1. Dr. Mary Hawkins, on behalf of Bellevue University, has submitted a request to preliminary plat and final plat Lot 1, Harvell Center Replat Two, for the purpose of an athletic field house.

Proposed Lot 1, Harvell Center Replat Two, consists of several platted lots, as well as unplatted tax lots and recently vacated right-of-way currently owned by Bellevue University.

2. The applicant is also requesting site plan approval based on the existing BG-PCO (General Business – Planned Center Overlay). The -PCO designation requires site plan approval.

3. The property currently contains two Bellevue University buildings (the Bellevue University Wellness Center and the Rotert Building/Military Veterans Services Center), along with an older commercial building and single-family residence. As part of the this proposal, only the Rotert Building/Military Veterans Services Center will remain. All other buildings will be demolished.

4. The approximately 72,000 square foot athletic field house is a two-level building which will include multiple competition and practice courts for basketball and volleyball, a weight room, locker rooms, press room, as well as meeting and storage space.

5. Bellevue University is providing two parking lots on the property. There will be 135 standard stalls, 7 handicapped accessible stalls, and 14 stalls for bus parking. Additionally, the University is providing 200 overflow parking spaces across the street at 812 Bruin Boulevard. The zoning ordinance bases required parking on the size of the assembly area for this type of use. Per the zoning ordinance 219 stalls are required. Section 8.03.13 allows the required parking to be within 660 feet of the use, allowing for the overflow parking across the street. The University is providing 356 stalls, exceeding the minimum requirement.

A crosswalk with signage and striping will be provided. A pedestrian refuge island is part of the crosswalk design. Pedestrian crossing signs with a rapid rectangular flashing beacon (RRFB) will be used per the site plan.

6. A Traffic Impact Study (TIS) was requested by the city and provided by the University. The TIS was conducted by Felsburg Holt & Ullevig. Recommendations from this study have been implemented into the site plan design.

The TIS also makes event management recommendations to include:

- Pre-event, a parking lot attendant be on-site close to Harvell Circle and the site parking drive once these lots have reached capacity, forcing traffic to park to the Administration overflow lot. The full lots can be closed using traffic cones.
- Post-event it is recommended the access be limited to Harvell Circle and the site parking drive to southbound right out only and Bruin Boulevard to northbound right out only. These access restrictions can be completed using traffic cones.
- If the Administration overflow parking lot is utilized, it is recommended traffic be controlled by the rapid rectangular flashing beacon on signage, University staff, and/or the Bellevue Police Department at the intersection of Harvell Circle and Bruin Boulevard to stop vehicle traffic and allow for

pedestrian crossing. FHU states the installation of the rectangular rapid flashing beacon at the crossing would suffice traffic control for the majority of the events at the field house, but for highly attended events, University staff and/or police should also be present.

Bellevue University is aware of these recommendations and stated they agree to these recommendations. Staff is recommending the University enter into a Memorandum of Understanding or similar document with the city prior to the issuance of any building permits to clarify roles and responsibilities of these recommendations.

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 athletic field house 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 for review by the following departments and individuals: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Bellevue Public School District, Sarpy County Public Works Department, Sarpy County Administrator, Metropolitan Utilities District, Sarpy County GIS/Public Safety, Metro Area Planning Agency (MAPA), Century Link, Omaha Public Power District, Black Hills Energy, Cox Communications, and the Papio-Missouri River NRD. 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.

Bellevue Public Works Engineer Matt Knight requested technical revisions to the site plan, preliminary plat, and final plat. These revisions have since been made by the applicant's engineer. Additionally, Mr. Knight is comfortable with the applicant's plan for drainage.

Carlos Morales, MAPA, commented the recently adopted Fort Crook Road plan "envisions the area adjacent to Fort Crook Road to be transit oriented, sustainable, and walkable." He stated the proposed field house development does not align with this vision. Mr. Morales commented that the field house "is an amenity valuable to the university and greater Bellevue community. However, this preliminary plat does not integrate the proposed land use with the goals and intent of materializing a mixed-use, walkable development within the direct vicinity of Fort Crook Road." Mr. Morales further offered comments pertaining to the proposed circulation being confusing, having more separation of the walking promenade and drop off area, as well as placement of a second crosswalk to help distribute pedestrians more evenly.

Bellevue University is aware of MAPA's comments. In response, the applicant's engineer stated "Additional renderings prepared by HDR, who originally prepared the Fort Crook Rd 2040 plan, have been included with this submittal to show the future site and give an illustration of the walkability of the site. HDR has helped develop the master plan for Bellevue University and the Fieldhouse."

On March 23, 2023, Bellevue University provided a letter from Doug Bisson, HDR, regarding his support of the athletic field house project in relation to the city's Fort Crook Road Plan. Mr. Bisson's letter is attached.

In regards to MAPA's concerns about circulation, design, and the additional crosswalk, the applicant's engineer offered the following:

- "The idea behind locating the bus drop off inside the west parking lot was to pull the busses off Herman Drive and create a separate space for them to safely drop off passengers at the Fieldhouse. Busses will not drop off passengers in the plaza area."
- "The bus drop off area is located in the west parking lot. During events, these stalls will be blocked off to allow for the busses to drop off passengers. The plaza area is a shared space between pedestrians and vehicles, design to slow vehicle traffic down with the narrow travel lanes, raised landscaping beds, and parallel parking."
- "The singular crosswalk across Herman Drive allows for pedestrians to be concentrated in one location, rather than spreading them across multiple crossings. This also allows for the refuge island and the RRFB to be installed at this crossing, furthering pedestrian safety."
- "The site plan review sheet, SPR.1 shows the location of the bicycle parking, pedestrian scale lighting, and the RRFB."

No other comments were received in this case.

10. This area is identified as an activity center in the Future Land Use Map of the Comprehensive Plan. Activity centers are defined as areas of mixed land use to include residential, retail and commercial, office, and public areas all in close proximity. This development is in conformance with the Comprehensive Plan.

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

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. APPROVAL based upon the positive impact of the development for Bellevue University and the community as a whole; contingent upon a formal agreement for traffic control being entered into with the University and the city prior to issuance of building permits.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, and the Comprehensive Plan, as well as lack of perceived negative impact upon the surrounding area. APPROVAL based upon the positive impact of the development for Bellevue University and the community as a whole; contingent upon a formal agreement for traffic control being entered into with the University and the city prior to issuance of building permits.

**VI. ATTACHMENTS TO REPORT**

1. Vicinity map/Zoning Map
2. GIS aerial photo of the property
3. Preliminary Plat received March 13, 2023
4. Final plat received March 13, 2023
5. Site Plan received March 13, 2023
6. Landscape Plan received March 13, 2023
7. HDR renderings received March 13, 2023
8. Letter from Doug Bisson, HDR, received March 23, 2023

**VII. COPIES OF REPORT TO:**

1. Bellevue University
2. Thompson, Dreessen & Dorner, Inc.
3. Public Upon Request

  
Assistant Planning Manager

  
Planning Manager                      Date of Report



ESRI, Inc., City of Naperville, Illinois | ESRI, Inc., Sarpy County, Nebraska



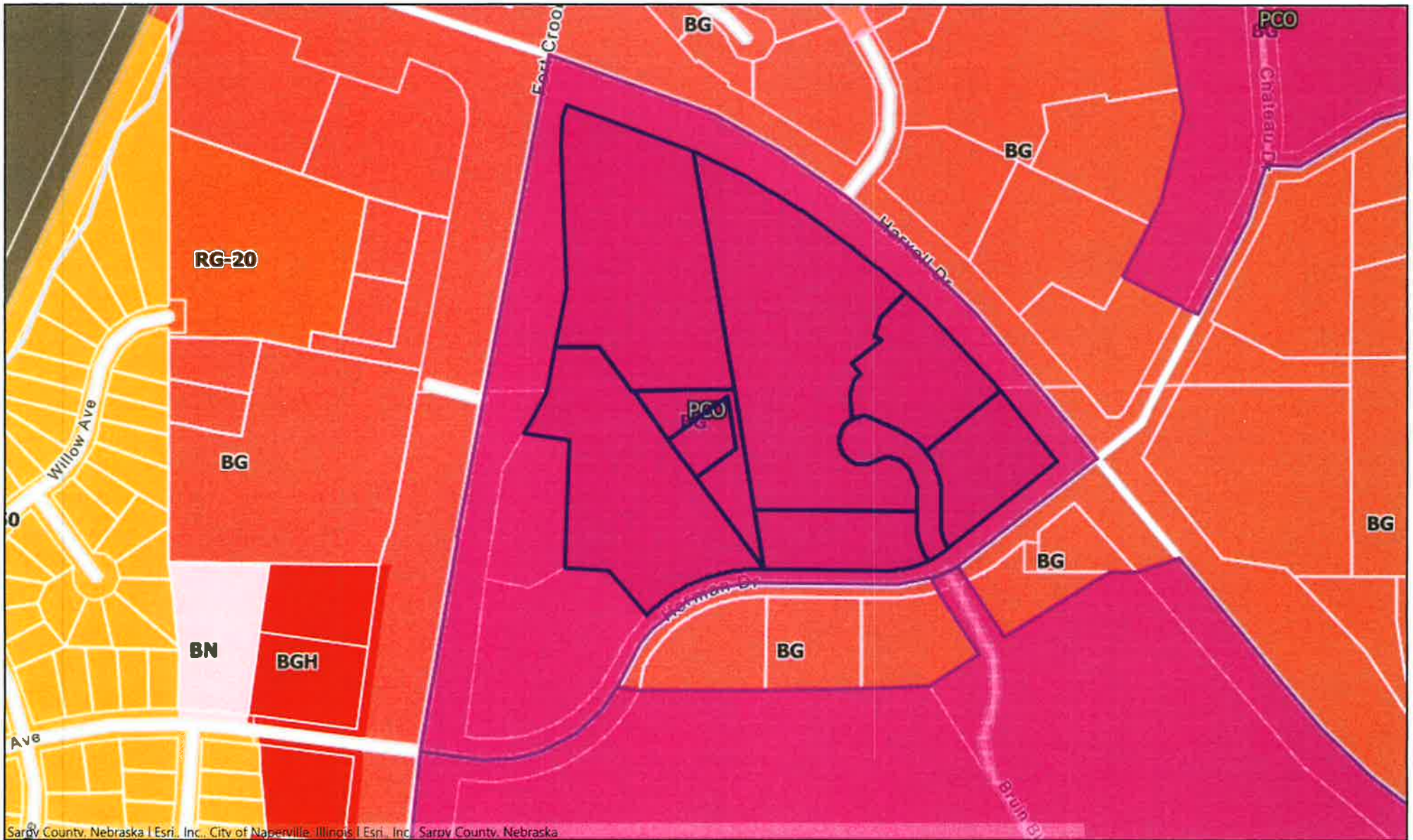
Map Scale 1: 4514

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Notes



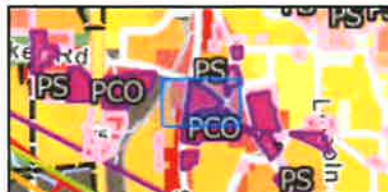


Sarpy County, Nebraska | Esri, Inc. | City of Naperville, Illinois | Esri, Inc. | Sarpy County, Nebraska



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Notes





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MAR 13 2023

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**TD2**  
engineering  
& surveying

thompson, dressen & dornier, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com



# HARVELL CENTER REPLAT TWO

## LOT 1

BEING A REPLATTING OF LOTS 1 AND 3, HARVELL CENTER, TOGETHER WITH VACATED HARVELL CIRCLE LYING WITHIN SAID HARVELL CENTER, TOGETHER WITH LOTS 1 AND 2, HARVELL CENTER REPLAT 1, TOGETHER WITH LOT 2, BELLEVUE CROSSING REPLAT 2, SUPRDIVISIONS IN SARPY COUNTY, NEBRASKA, TOGETHER WITH TAX LOTS 6A10, 9A3A AND 9A3B LYING WITHIN THE WEST 1/2 OF SECTION 26, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY

BC MINIMUM ZONING REQUIREMENTS	
FRONT YARD SETBACK	NONE
STREET SIDE YARD SETBACK	NONE
SIDE YARD SETBACK	5 FEET
REAR YARD SETBACK	10 FEET

- LEGEND**
- CONCRETE FOUND (5/4" MIN W/CAP EXC UNLESS NOTED)
  - CONCRETE SET (5/4" MIN W/CAP #108)
  - RECORDED DISTANCE
  - MEASURED DISTANCE
  - OPEN CORNER TOP IRON

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN WAS MADE UNDER MY DIRECT PERSONAL SUPERVISION AND THAT PERMANENT MARKERS WERE FOUND OR SET BY ME OR UNDER MY CLOSE SUPERVISION TO BE SHOWN AS HARVELL CENTER REPLAT TWO LOT 1, BEING A REPLATTING OF LOTS 1 AND 3, HARVELL CENTER, TOGETHER WITH VACATED HARVELL CIRCLE LYING WITHIN SAID HARVELL CENTER, TOGETHER WITH LOTS 1 AND 2, HARVELL CENTER REPLAT 1, TOGETHER WITH LOT 2, BELLEVUE CROSSING REPLAT 2, SUBDIVISIONS SARPY COUNTY, NEBRASKA, TOGETHER WITH TAX LOTS 6A10, 9A3A AND 9A3B LYING WITHIN THE WEST 1/2 OF SECTION 26, T14N, R13E OF THE 6th P.M. SAID SARPY COUNTY, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SE CORNER OF SAID LOT 1, HARVELL CENTER; THENCE S17°15'30"W (HARVEST BEARING) 131.50 FEET TO THE WEST LINE OF SAID LOT 2, HARVELL CENTER; THENCE S88°52'30"W ON THE EAST END OF VACATED HARVELL CIRCLE; THENCE S07°52'30"W ON THE SOUTH LINE OF SAID LOT 2, HARVELL CENTER ON A 78.85 FOOT RADIUS CURVE TO THE RIGHT; CORNER BEARING 83°52'30"W; CHORD DISTANCE 124.11 FEET; ARC DISTANCE OF 230.12 FEET TO THE SW CORNER THEREOF; THENCE S07°52'30"W ON THE WEST LINE OF SAID LOT 2, BELLEVUE CROSSING REPLAT 2 ON THE FOLLOWING DESCRIBED BEYOND COURSE; THENCE S43°04'00"W 135.72 FEET; THENCE S82°27'30"W 42.89 FEET; THENCE S07°52'30"W 200.12 FEET; THENCE S07°52'30"W 84.98 FEET; THENCE S17°15'30"W TO THE SW CORNER OF SAID LOT 2, BELLEVUE CROSSING REPLAT 2; THENCE N07°04'00"W AND LASTLY ON THE WEST AND NORTH LINES OF SAID LOT 2, HARVELL CENTER ON THE FOLLOWING DESCRIBED BEYOND COURSE; THENCE N19°40'00"W 124.88 FEET; THENCE N07°52'30"W 127.11 FEET; THENCE N12°04'00"W 57.88 FEET; THENCE S87°52'30"W 17.11 FEET; THENCE S07°52'30"W 143.47 FEET; THENCE S42°42'00"W 163.31 FEET; THENCE S82°18'00"W 113.33 FEET TO THE SW CORNER OF SAID LOT 2, HARVELL CENTER; THENCE S07°52'30"W ON THE WEST LINE OF SAID LOT 2, HARVELL CENTER ON THE FOLLOWING DESCRIBED BEYOND COURSE; THENCE S07°52'30"W 118 FEET; THENCE S48°36'30"W 114.28 FEET; THENCE S07°52'30"W 118 FEET; THENCE S42°18'00"W 210.79 FEET; THENCE S32°01'45"W 228.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 704,156 SQUARE FEET OR 16.165 ACRES MORE OR LESS

JANUARY 26, 2023  
DATE

JANUARY 26, 2023  
DATE

### DEDICATION

UNDER ALL MEN BY THESE PRESENTS THAT WE, BELLEVUE UNIVERSITY, A NEBRASKA NON-PROFIT CORPORATION, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND SHOWN WITHIN THIS PLAT, HAVE CAUSED SAID LAND TO BE SUBDIVIDED INTO A LOT TO BE HAIRMAINTAINED AS SHOWN. SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARVELL CENTER REPLAT TWO AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR PROPERTY AS SHOWN ON THIS PLAT, INCLUDING SAID LOT 1, TO THE OMAHA PUBLIC POWER DISTRICT, AND ANY COMPANY WHICH HAS BEEN GRANTED A FRANCHISE TO PROVIDE A TELECOMMUNICATIONS SYSTEM IN THE AREA TO BE SUBDIVIDED. THEIR SUCCESSORS AND ASSIGNS TO ERRECT, OPERATE, MAINTAIN OR REPLACE ALL NECESSARY POLES, CROSSARMS, SUPPORTS AND ANCHORS, AND OTHER RELATED FACILITIES AND TO EXTEND THEREON WIRES OR CABLES FOR THE CARRYING AND TRANSMISSION OF ELECTRIC CURRENT FOR LIGHT, HEAT AND POWER FOR THE TRANSMISSION OF SIGNALS AND CONTROL OF ALL TRAFFIC AND SIGNALS PROVIDED BY A CABLE TELEVISION SYSTEM AND THEIR RECEIPTION ON OVER THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL FRONT AND SIDE BOUNDARY LOT LINES, AN EIGHT (8) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LINES OF ALL WESTERN LOTS, AND A SEVEN (7) FOOT WIDE STRIP OF LAND ABUTTING THE REAR BOUNDARY LOT LINES OF ALL EXTENSION LOTS. THE TEN FOOT EXTENSION LOT IS HEREBY DEDICATED AS THOSE LOTS FORMING THE OUTER PERIMETER OF THE HEAVY BUSHES SUBDIVISION. SAID SEVEN (7) FOOT WIDE EASEMENT WILL BE REDUCED TO AN EIGHT (8) FOOT WIDE STRIP OF LAND IF THE ADJACENT LAND IS SURVEYED, PLATTED AND RECORDED IF SAID SEVEN (7) FOOT EASEMENT IS NOT OCCUPIED BY UTILITY FACILITIES AND IF REQUESTED BY THE OWNER. PERMITAL EASEMENTS SHALL BE GRANTED TO METROPOLITAN UTILITIES DISTRICT OF OMAHA, AND ANY NATURAL GAS PRODUCER AND THEIR SUCCESSORS AND ASSIGNS, TO ERRECT, INSTALL, OPERATE, MAINTAIN, REPAIR AND REPLACE PIPES, FITTINGS, AND OTHER RELATED FACILITIES, AND TO EXTEND THEREON PIPES FOR THE TRANSMISSION OF GAS AND WATER ON THROUGH, UNDER AND ACROSS A FIVE (5) FOOT WIDE STRIP OF LAND ABUTTING ALL STREET FRONTS. NO PERMANENT BULLDOZE TRACES, RETAINING WALLS OR LOOSE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT BAYS, BUT THE SAME MAY BE USED FOR GARDENS, COURTS, LANDSCAPING, SIGNAGE, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OF RIGHTS THEREIN GRANTED.

BELLEVUE UNIVERSITY,  
A NEBRASKA NON-PROFIT CORPORATION

BY: DR. MARY HANIKS, PRESIDENT

### ACKNOWLEDGMENT OF NOTARY

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY DR. MARY HANIKS, PRESIDENT OF BELLEVUE UNIVERSITY, A NEBRASKA NON-PROFIT CORPORATION ON BEHALF OF SAID CORPORATION.

NOTARY PUBLIC

### SARPY COUNTY TREASURER'S CERTIFICATE

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND ENDORSED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

SARPY COUNTY TREASURER

TREASURER'S SEAL

### APPROVAL OF BELLEVUE PLANNING COMMISSION

THIS PLAT OF HARVELL CENTER REPLAT TWO WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023. THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

BELLEVUE PLANNING COMMISSIONER

### APPROVAL OF BELLEVUE CITY COUNCIL

THIS PLAT OF HARVELL CENTER REPLAT TWO HAS APPROVED AND ACCEPTED BY THE BELLEVUE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023. APPROVAL OF THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

RUSKY HAKE, MAYOR  
SUSAN KLUENE, CITY CLERK

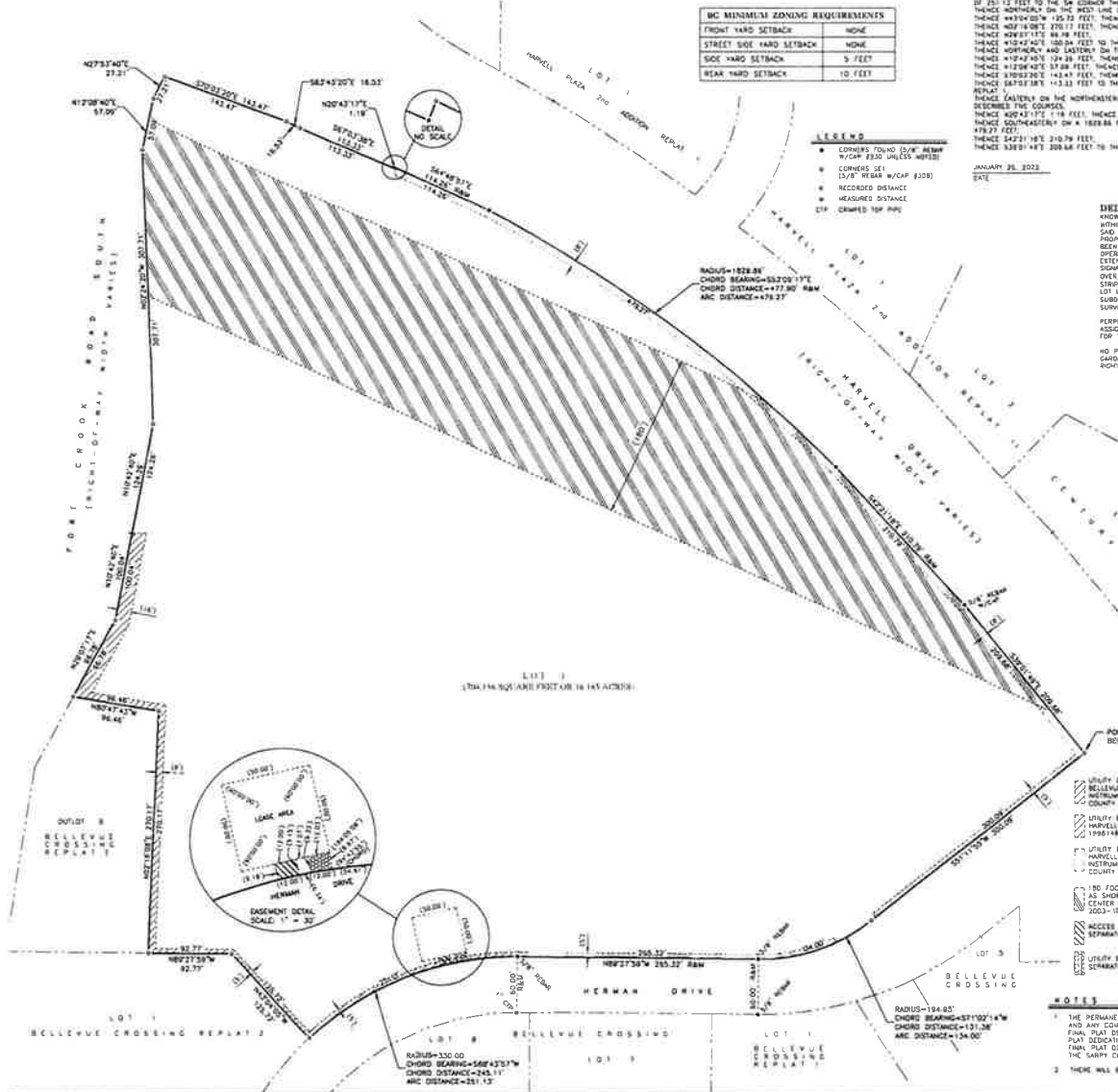
### REVIEW BY SARPY COUNTY PUBLIC WORKS

THIS PLAT OF HARVELL CENTER REPLAT TWO WAS REVIEWED BY THE SARPY COUNTY SURVEYORS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

SARPY COUNTY SURVEYOR/ENGINEER

### NOTES

- THE PERMANENT UTILITY EASEMENT GRANTED TO OMAHA PUBLIC POWER DISTRICT, WEST COMMUNICATIONS AND COMPANY INTENDS TO PROVIDE A CABLE TELEVISION SYSTEM IN THE AREA OF THIS FINAL PLAT DEDICATION OF HARVELL CENTER REPLAT TWO, RECORDED AS INSTRUMENT NO. 1998-14848 AND IN THE FINAL PLAT DEDICATION OF HARVELL CENTER REPLAT ONE, RECORDED AS INSTRUMENT NO. 1997-01487 OF THE SARPY COUNTY RECORDS AND ARE NOT SHOWN HEREIN.
- THERE WILL BE NO VEHICULAR ACCESS TO FOUR CHORD ROAD OR TO HARVELL DRIVE FROM LOT 1.



HARVELL CENTER REPLAT TWO  
LOT 1



Revised Dates

No.	Description	MM-DD-YY
1		
2		
3		

Job No.: A778-22-1A  
Drawn By: RJR  
Reviewed By: JDW  
Date: JANUARY 25, 2023  
Book: 22/20  
Pages: 22-24

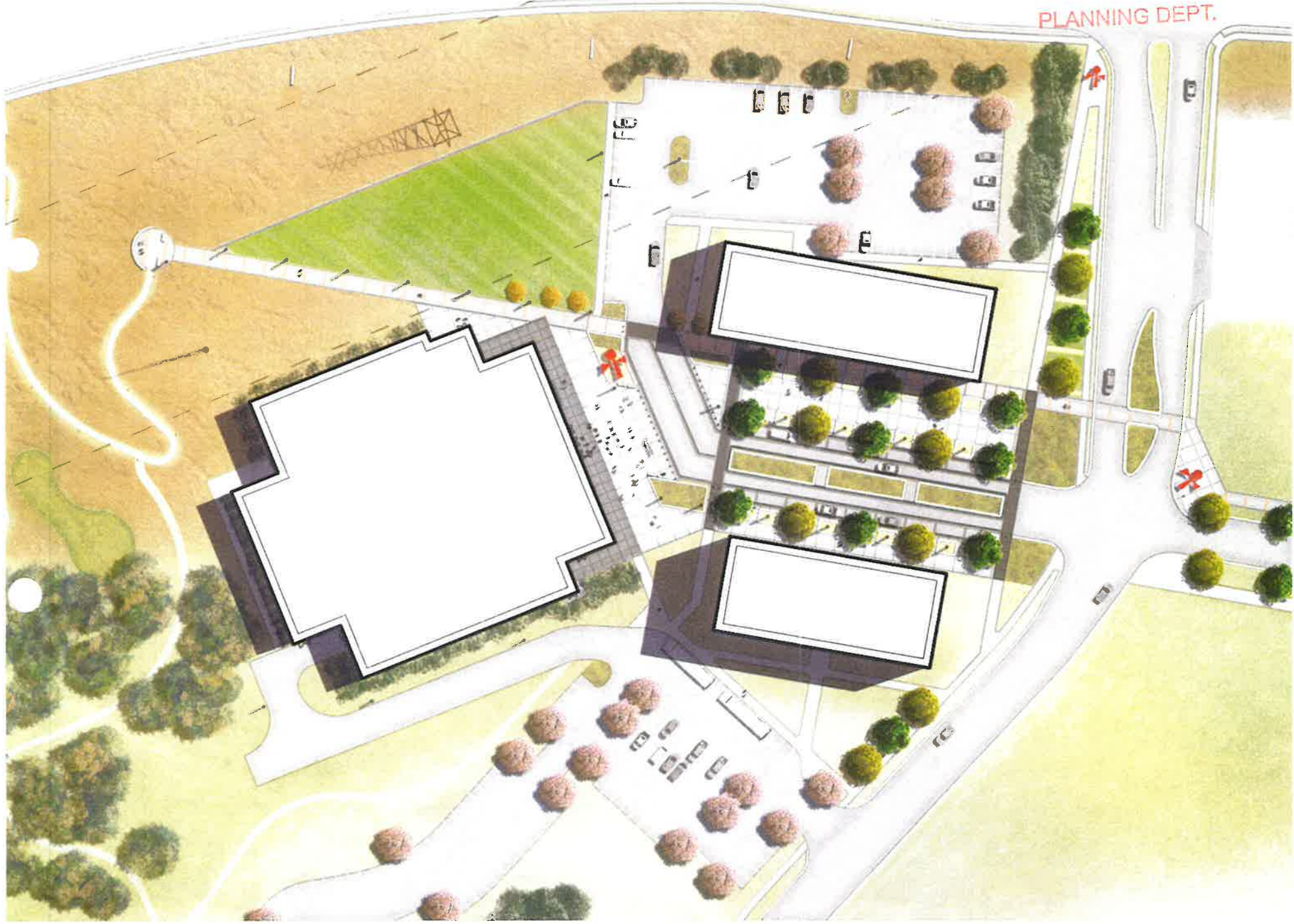
CITY OF BELLEVUE  
FINAL PLAT

SHEET 1 OF 1





RECEIVED  
MAR 13 2023  
PLANNING DEPT.



RECEIVED  
MAR 13 2023  
PLANNING DEPT.



RECEIVED  
MAR 13 2023  
PLANNING DEPT.



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

RECEIVED

MAR 23 2023

PLANNING DEPT.

**RE: Bellevue University Field House Compliance with the Fort Crook Road 2040 Master Plan**

Tammi,

It is my understanding that representatives from MAPA and others who have reviewed the plan for the Bellevue University Field House have questioned whether or not it complies with the Fort Crook Road Master Plan. To assist with this determination, we have created a graphic that compares the two plans side-by-side (see attachment).

On the left side of the graphic is the conceptual plan for the site that was created for the Fort Crook Road plan. This plan was not based on any specific development program, but instead created to highlight that future development on the site should be pedestrian-oriented and mixed-use in nature, with a goal of creating walkable urbanism, providing density, activating the site, and creating pedestrian traffic to complement the future BRT line. This plan focused development at the top of the hill, where topography is more conducive for new development and more easily connected to the adjacent property to the south. The steep hillside is shown planted in native prairie and contains a trail that connects the Fort Crook Road corridor with the new neighborhood at the top of the hill. Projected uses included residential (apartments) and a small amount of neighborhood service retail/commercial.

The plan on the right side of the graphic shows the updated Bellevue University Master Plan (everything inside the dashed black line), including the Field House sub-area. In addition, we have overlayed the development pattern shown in the Fort Crook Road plan on the adjacent land that is not controlled by Bellevue University. As can be seen, the Field House sub-area plan (which is based on a real development program) does not inhibit the vast majority of the development concept shown in the Fort Crook Road plan. Furthermore, it adds significantly more density and a community-oriented activity generator to the site, which is easily accessible to the future BRT line. Future uses on the site include the Field House; two mixed-use buildings containing neighborhood service retail/commercial and residential uses; and six apartment buildings. The urbanism and activity levels created by this plan are significantly higher than those shown in the Fort Crook Road plan. In addition, the native prairie hillside and trail (under the high-voltage transmission lines) is nearly identical to that shown in the earlier plan.

As highlighted multiple times throughout the Fort Crook Road plan document - priorities, budgets, programming, and physical constraints drive implementation, and result in refinements to what is ultimately designed and built. This is no different than what occurred with the Fairview Road Neighborhood shown in the Fort Crook Road Plan, with the exception that the walkable urbanism proposed for the Field House sub-area is much more conducive to the success of the future BRT line than the Papillion Sanitation development project at the south end of the corridor.

In closing, we strongly feel that the Field House sub-area plan, which is driven by a real design program, and created utilizing a site-specific topographic survey, is an actual improvement over the conceptual plan that was created to provide a sense of what would be appropriate for the site. It adds density, activity, and does not preclude the contextual infill of the remainder of the site and adjacent property owned by a different property owner. We see this as a win-win-win – for the City of Bellevue, the future BRT line, and Bellevue University.

Sincerely,

Doug Bisson, AICP  
Urban Design Principal  
HDR



FORT CROOK ROAD MASTER PLAN



## FIELDHOUSE SITE COMPARISON



BELLEVUE UNIVERSITY MASTER PLAN



3/20/2023





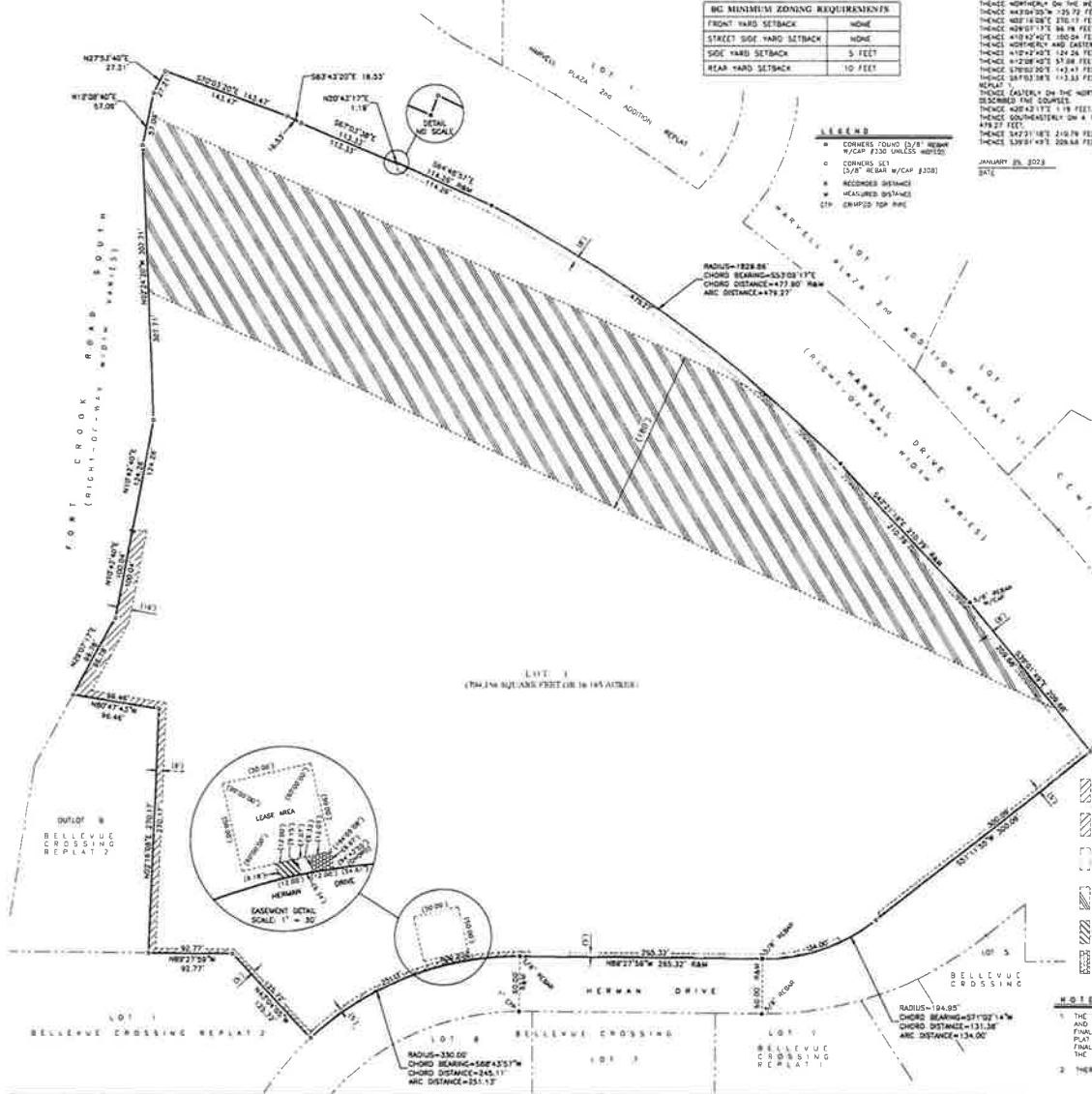
# HARVELL CENTER REPLAT TWO

LOT 1

BEING A REPLATING OF LOTS 1 AND 3, HARVELL, CENTER, TOGETHER WITH VACATED HARVELL CIRCLE LYING WITHIN SAID HARVELL, CENTER, TOGETHER WITH LOTS 1 AND 2, HARVELL, CENTER REPLAT 1, TOGETHER WITH LOT 2, BELLEVUE CROSSING REPLAT 2, SUBDIVISIONS IN SARPY COUNTY, NEBRASKA, TOGETHER WITH TAX LOTS 5A10, 9A3A AND 9A3B, LYING WITHIN THE WEST 1/2 OF SECTION 26, T14N, R16E OF THE 6th P.M. SAID SARPY COUNTY

MIG MINIMUM ZONING REQUIREMENTS	
FRONT YARD SETBACK	NONE
STREET SIDE YARD SETBACK	NONE
SIDE YARD SETBACK	5 FEET
REAR YARD SETBACK	10 FEET

LEGEND	
•	CORNERS FOUND (DASH BEING W/ CAP #130 UNLESS NOTED)
○	CORNERS SET (DASH BEING W/ CAP #130)
—	RECORDED DISTANCE
—	MEASURED DISTANCE
—	ENRAGED TOP MARK



### SURVEYOR'S CERTIFICATE

I, HERVEY CERRY, TAXI, A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN WAS MADE UNDER MY DIRECT PERSONAL SUPERVISION AND THAT PERMANENT MARKERS WERE FOUND OR SET AT ALL CORNERS OF SAID SUBDIVISION TO BE, KNOW AS HARVELL CENTER REPLAT TWO, LOT 1, BEING A REPLATING OF LOTS 1 AND 3 HARVELL CENTER TOGETHER WITH VACATED HARVELL CIRCLE LYING WITHIN SAID HARVELL CENTER TOGETHER WITH LOTS 1 AND 2 HARVELL CENTER REPLAT 1, TOGETHER WITH LOT 2 BELLEVUE CROSSING REPLAT 2, SUBDIVISIONS SARPY COUNTY, NEBRASKA TOGETHER WITH TAX LOTS 5A10, 9A3A AND 9A3B, LYING WITHIN THE WEST 1/2 OF SECTION 26, T14N, R16E OF THE 6th P.M. SAID SARPY COUNTY, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT THE SE CORNER OF SAID LOT 1 HARVELL CENTER AND THE EAST END OF VACATED HARVELL CIRCLE... (The text continues with detailed bearings and distances for the boundaries of Lot 1 and adjacent lots.)

JANUARY 25, 2023  
DATE

### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, BELLEVUE UNIVERSITY, A NEBRASKA NON-PROFIT CORPORATION, BEING THE OWNERS OF THE LAND DESCRIBED WITHIN THE SURVEYOR'S CERTIFICATE AND ENRAGED WITHIN THIS PLAT, HAVE CALLED SAID LAND TO BE SUBDIVIDED INTO A LOT TO BE NUMBERED AS SHOWN SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARVELL CENTER REPLAT TWO AND WE DO HEREBY RATIFY AND APPROVE OF THE DISPOSITION OF OUR SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARVELL CENTER REPLAT TWO AND THE RECEIPTION THEREOF TO THE DIANNA PUBLIC POWER DISTRICT... (The text continues with the terms of the dedication to the utility easement.)

PERMANENT BUILDINGS (WALLS REMAINING WHILE OR LODGE ROCK WALLS SHALL BE PLACED IN SAID EASEMENT WAY, BUT THE SAME MAY BE USED FOR GARAGES, DRIVEWAYS, LANDSCAPING, SIDEWALKS, DRIVEWAYS AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE FOREGOING USES OR RIGHTS THEREIN GRANTED.

ACKNOWLEDGMENT OF NOTARY  
STATE OF NEBRASKA  
COUNTY OF SARPY  
THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY DR WARY HARKINS, PRESIDENT OF BELLEVUE UNIVERSITY, A NEBRASKA NON-PROFIT CORPORATION ON BEHALF OF SAID CORPORATION.

SARPY COUNTY TREASURER'S CERTIFICATE  
THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND SUBRAGED WITHIN THIS PLAT AS SHOWN ON THE RECORDS OF THIS OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

APPROVAL OF BELLEVUE PLANNING COMMISSION  
THIS PLAT OF HARVELL CENTER REPLAT TWO WAS APPROVED BY THE BELLEVUE PLANNING COMMISSION ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 THIS PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

APPROVAL OF BELLEVUE CITY COUNCIL  
THIS PLAT OF HARVELL CENTER REPLAT TWO WAS APPROVED AND ACCEPTED BY THE BELLEVUE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 APPROVED BY THE PLAT BECOMES NULL AND VOID IF NOT RECORDED WITHIN 90 DAYS OF THE ABOVE DATE.

REVIEW BY SARPY COUNTY PUBLIC WORKS  
THIS PLAT OF HARVELL CENTER REPLAT TWO WAS REVIEWED BY THE SARPY COUNTY SURVEYORS' OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

NOTES  
1. THE PERMANENT UTILITY EASEMENT GRANTED TO DIANNA PUBLIC POWER DISTRICT, US WEST COMMUNICATIONS, AND ANY COUNTY OR FRANCHISE TO PROVIDE CABLE TELEVISION SYSTEMS IN THE AREA TO BE SUBDIVIDED INTO A LOT TO BE NUMBERED AS SHOWN SAID SUBDIVISION TO BE HEREAFTER KNOWN AS HARVELL CENTER REPLAT TWO AND THE RECEIPTION THEREOF TO THE DIANNA PUBLIC POWER DISTRICT... (The text continues with additional notes regarding the utility easement and recording requirements.)

RECEIVED  
MAR 13 2023

PLANNING DEPT.

**TD2**  
engineering & surveying

trompson, dressen & dorner, inc.  
10836 Old Mill Rd  
Omaha, NE 68154  
p.402.330.8860 f.402.330.5866  
td2co.com



HARVELL CENTER REPLAT TWO  
LOT 1

Revision Dates

No.	Description	MM-DD-YY

Job No.: A778-22-1A  
Drawn By: RJR  
Reviewed By: JDW  
Date: JANUARY 25, 2023  
Book: 22/20  
Pages: 22-24

SHEET 1 OF 1

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

14b.  
4/18/2023

COUNCIL MEETING DATE: February 21, 2023		SUBMITTED BY: Tammi Palm, Planning Manager	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input checked="" type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a 165' monopole tower. Applicant: New Cingular Wireless PCS, LLC. General location: 1220 Bellevue Blvd. South.

SYNOPSIS/BACKGROUND:

Steve Ward, on behalf of New Cingular Wireless PCS, LLC is requesting a Conditional Use Permit (CUP) for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a wireless telecommunications facility consisting of a 165-foot monopole tower support structure with attendant ground-based 40' x 60' fenced equipment compound. The applicant intends to lease a 40' x 60' parcel from the property owner for the construction of the monopole tower and fenced equipment compound. The site is located in the southeast corner of the church parking lot. A 12' wide access easement is proposed with a 12' wide double-swing gate. The compound will be secured with a 6' tall vinyl privacy fence per the proposed site plan. The neighboring property, zoned RD-60, has a 5' required side yard setback if developed. The tower is shown 75' from the church's property line. This nonbuildable area would account for the 80' fall zone.

FISCAL IMPACT:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

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

ATTACHMENTS:

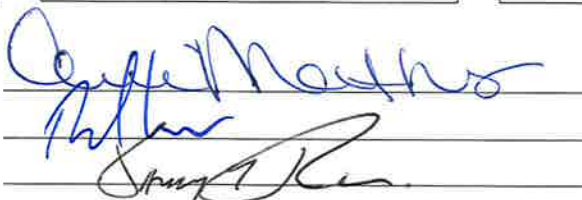
1. <input type="text"/> Planning Commission Recommendation Sheet	2. <input type="text"/> Staff Report	3. <input type="text"/> Conditional Use Permit Agreement
4. <input type="text"/>	5. <input type="text"/>	6. <input type="text"/>

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:



# City of Bellevue

## PLANNING COMMISSION RECOMMENDATION

APPLICANT: New Cingular Wireless PCS, LLC

CASE #: CUP-2212-07

CITY COUNCIL HEARING DATE: February 21, 2023

REQUEST: for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a 165' monopole tower.

On January 26, 2023, the City of Bellevue Planning Commission voted seven yes, zero no, two absent and zero abstained:

**APPROVAL** based upon conformance with Section 6.06 of the Zoning Ordinance, as well as a lack of perceived negative impact upon the surrounding area; contingent upon receipt of the determination of no hazard from the FAA.

VOTE:

Yes:	Seven:	No:	Zero:	Abstain:	Zero:	Absent:	Two:
	Hankins						Aerni
	Ritz						Sims
	Cutsforth						
	Ackley						
	Bennett						
	Jacobson						
	Perrin						

Planning Commission Hearing (s) was held on: January 26, 2023

# CITY OF BELLEVUE PLANNING DEPARTMENT

## RECOMMENDATION REPORT #2

**CASE NUMBER:** CUP-2212-07

**FOR HEARING OF:**

**REPORT #1:** January 26, 2023

**REPORT #2:** February 21, 2023

### **I. GENERAL INFORMATION**

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

New Cingular Wireless PCS, LLC  
15 Park Place Centre  
Swansea, IL 62226

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

First Presbyterian Church of Bellevue  
Attn: Marty Davis  
1220 Bellevue Blvd South  
Bellevue, NE 68005

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

1220 Bellevue Blvd South

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

Lot 1, First Presbyterian Church of Bellevue, located in the Southeast  $\frac{1}{4}$  of Section 25, T14N, R13E of the 6<sup>th</sup> P.M., Sarpy County Nebraska.

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

Request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue for the purpose of a 165' monopole tower.

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

RS-84, First Presbyterian Church of Bellevue

**G. PURPOSE OF REQUEST:**

The purpose of this request is to obtain approval for a conditional use permit to allow for the construction of a 165' monopole tower and 40' x 60' fenced compound.

**H. SIZE OF SITE:**

The site is approximately 2,400 square feet.

**II. BACKGROUND INFORMATION**

**A. EXISTING CONDITION OF SITE:**

The site is located on the southeast corner of the parking lot at the First Presbyterian Church of Bellevue.

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

1. **North:** Single Family Residential/RS-84, RS-120 (across Bellevue Blvd S.)
2. **East:** Single Family Residential/Vacant, RD-60
3. **South:** Single Family Residential, RS-84 (across Harvell Dr.)
4. **West:** Single Family Residential/RS-84, RS-120 (across Bellevue Blvd S.)

**C. RELEVANT CASE HISTORY:**

On January 26, 2023, the Planning Commission recommended approval of the applicant's request for a conditional use permit to allow for a 165' monopole tower and 40' x 60' fenced compound.

**D. APPLICABLE REGULATIONS:**

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

**III. ANALYSIS**

**A. COMPREHENSIVE PLAN:**

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

**B. OTHER PLANS:**

None

**C. TRAFFIC AND ACCESS:**

1. There are approximately 7,450 vehicles per day near the intersection of Harvell and Freeman Drive per the 2020 MAPA Traffic Count data.
2. The applicant will gain access to the proposed monopole tower by way of a guard rail opening at the southeast corner of the church parking lot.

**D. UTILITIES:**

All utilities are available to this property.

**E. ANALYSIS:**

1. Steve Ward, on behalf of New Cingular Wireless PCS, LLC, has submitted a request for a conditional use permit for Lot 1, First Presbyterian Church of Bellevue, for the purpose of a wireless telecommunications facility consisting of a 165-foot monopole tower support structure with attendant ground-based 40-foot x 60-foot fenced equipment compound. The compound will have a 6' tall vinyl privacy fence.
2. The applicant intends to lease a 40-foot x 60-foot parcel from the property owner for the construction of the monopole tower and fenced equipment compound.
3. The site is in the southeast corner of the church parking lot. A 12-foot-wide access easement is proposed with a 12-foot-wide double swing gate. The compound will be screened with a 6' tall vinyl privacy fence per the proposed site plan.
4. Section 8.05.04 requires the tower be setback 100% of the tower height from neighboring residential zoning districts unless a reduction is granted by the City Council through the conditional use permit process. The applicant requests a reduction of the required setback for the property to the east currently owned by the City of Bellevue. The proposed tower is designed with a fail point so the tower would break and fall within 80' of the center of the tower.

The neighboring property is zoned RD-60, which has a 5-foot side yard setback if it were to develop. The tower would have a minimum setback of 75 feet to the church's property line. This non-buildable area would account for the 80-foot fall zone. Subsequently, staff is supportive of a reduction of the setback.

This application was routed to OPPD for review, and they have no concerns with the proposed fall zone.

5. No additional landscape is being required based on the existing topography and the mature trees along the site. The monopole will be located at the top of a steep hill away from residential areas. There is an approximate 40' drop from the area where the tower will be located to Harvell Drive.
6. The applicant has filed for a determination of No Hazard to Air Navigation from the FAA and expects to have a response within 60 days. A permit will not be granted until such time the city is in receipt of this approval.
7. A copy of the applicant's letter detailing his requests is attached to this report for reference.
8. This application was sent out to the following departments/individuals for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Administrator, Sarpy County Public Works, Sarpy County Planning Department, and the Bellevue Public School District. The cover letter indicated a deadline to send comments back to the Planning Department and stated if the requested department did not have comments pertaining to the application, no response was needed.

Battalion Chief Donald Gifford commented a permit would be required for installation of the generator fuel tank. This has been communicated with the applicant.

Offutt Air Force Base expressed no concerns with this application.

9. Per Section 6.06, the Zoning Ordinance requires no conditional use permit shall be granted unless the Planning Commission or City Council has found:
  - 6.06.01 That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.
  - 6.06.02 That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted, nor substantially diminish and impair property values within the neighborhood.
  - 6.06.03 That the establishment of the conditional use will not impede the normal and orderly development of the surrounding property for uses permitted in the district.
  - 6.06.04 Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
  - 6.06.05 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
  - 6.06.06 The use shall not include noise which is objectionable due to volume, frequency, or beat unless muffled or otherwise controlled.

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

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

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

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

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

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

**F. TECHNICAL DEFICIENCIES:**

None

**IV. DEPARTMENT RECOMMENDATION**

APPROVAL based upon conformance with Section 6.06, Zoning Ordinance, as well as lack of perceived negative impact to the surrounding area; contingent upon receipt of the determination of no hazard from the FAA.

**V. PLANNING COMMISSION RECOMMENDATION**

APPROVAL based upon conformance with Section 6.06 of the Zoning Ordinance, as well as a lack of perceived negative impact upon the surrounding area; contingent upon receipt of the determination of no hazard from the FAA.

**VI. ATTACHMENTS TO REPORT**

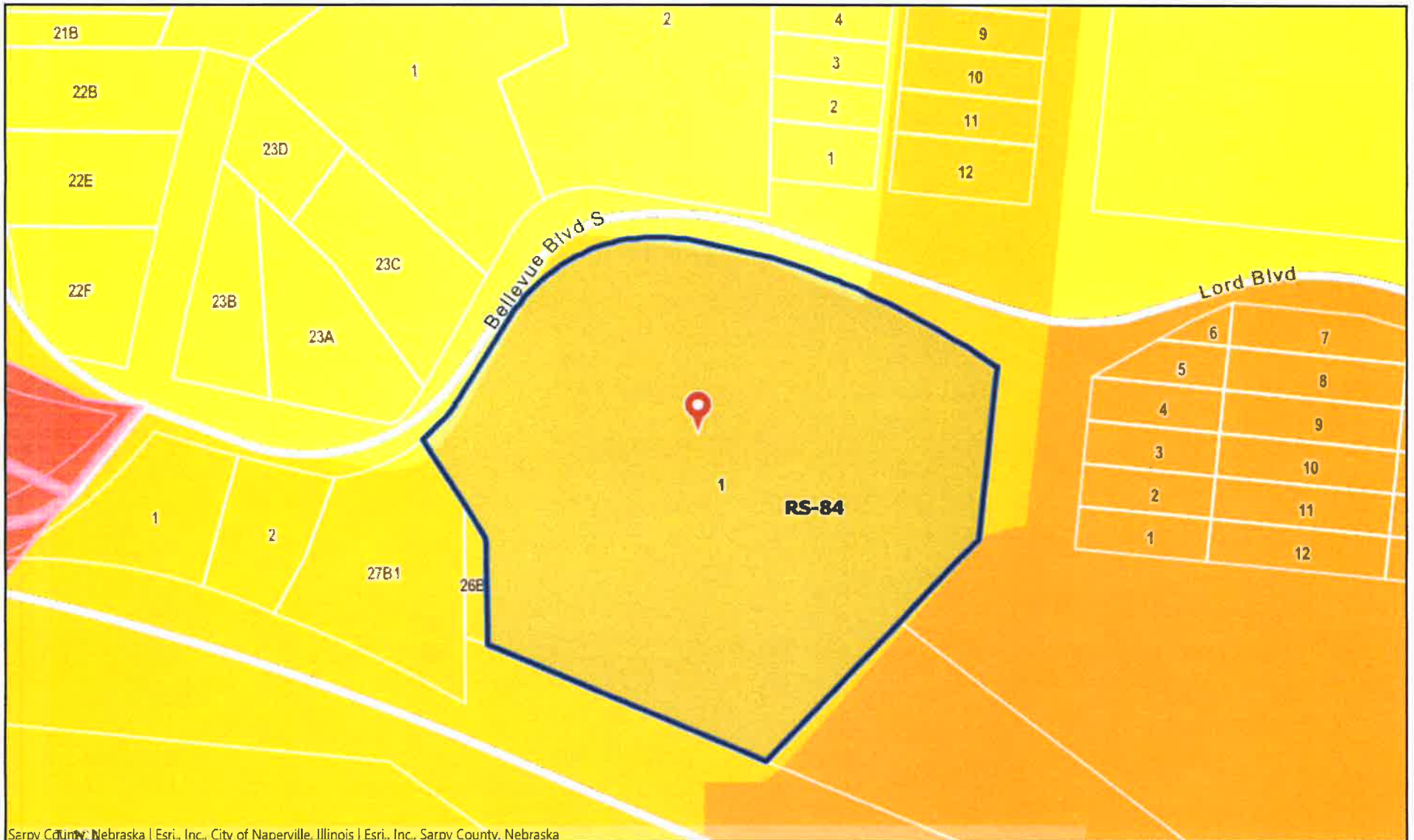
1. Zoning Map
2. 2022 GIS aerial photo of the property
3. Application for Conditional Use Permit Telecommunications Tower Site New Cingular Wireless PCS, LLC AT&T received January 17, 2023
4. Site plan received January 17, 2023
5. Enlarged Site Plan received January 17, 2023
6. Tower Elevation received January 17, 2023
7. Letter from Ed Conoan received January 26, 2023
8. Conditional Use Permit Agreement

**VII. COPIES OF REPORT TO:**

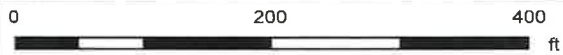
1. New Cingular Wireless PCS, LLC (Steve Ward)
2. First Presbyterian Church of Bellevue (Marty Davis)
3. Public Upon Request

  
Assistant Planning Manager

 02/13/23  
Planning Manager Date of Report

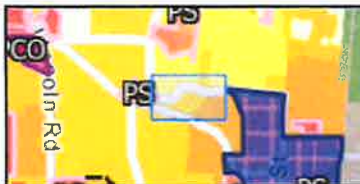


Sarpy County, Nebraska | Esri, Inc., City of Naperville, Illinois | Esri, Inc., Sarpy County, Nebraska



Map Scale 1: 2257

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

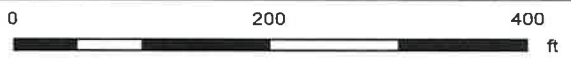


Notes





Esri, Inc. 3801 N. Naperville, Illinois | Esri, Inc. Sarpy County, Nebraska



Map Scale 1: 2257

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



Notes



RECEIVED  
JAN 17 2023  
PLANNING DEPT.

**APPLICATION FOR CONDITIONAL USE PERMIT**  
**TELECOMMUNICATIONS TOWER SITE**  
**NEW CINGULAR WIRELESS PCS, LLC**  
**AT&T**

**NEL01282**  
**Bellevue E**

**City of Bellevue**

**Respectfully Submitted**  
**Ward Development Services, LLC**  
**December 2022**

## **TABLE OF CONTENTS**

- A. **Application for Conditional Use with Bellevue**
- B. **Narrative Statement by Applicant's Representative**
- C. **Compliance with Ordinance**
- D. **Exhibits:**
  - 1. **Vicinity Maps of the Area**
  - 2. **Aerial Maps**
  - 3. **PIN Sheet associated with the Parent Parcel**
  - 4. **TOPO Map**
  - 5. **Flood and Wetlands Maps**
  - 6. **Zoning Map**
- E. **Zoning Drawings.**

**A. APPLICATION FOR CONDITIONAL USE PERMIT**



CITY OF BELLEVUE
CONDITIONAL USE PERMIT APPLICATION

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

Applicant's Name: New Cingular Wireless PCS, LLC Contact: Steve Ward

Address: 15 Park Place Centre City: Swansea State/Zip: IL/62226

Phone: 314-503-4444 Email: steve@ward-development.com

Owner's Name (if different from applicant): First Presbyterian Church Contact: Marty Davis

Address: 1220 Bellevue S Boulevard City: Bellevue State/Zip: NE/68005

Phone: 402-291-1104 Email: jmarty909@yahoo.com

Zoning: RS-84

Legal Description of Property:

Lot One (1), First Presbyterian Church of Bellevue, an Addition to the City of Bellevue, in Sarpy County, Nebraska

Street Address of Property or Approximate Location:

1220 Bellevue Boulevard S, Bellevue, NE 68005
41.147169, -95.897342

Purpose of Conditional Use:

Construction of a 165' monopole tower and 40' x 60' fenced compound on land leased from the First Presbyterian Church

Conditional Use Fee:

1 Acre or Less \$175
More than 1 acre \$325

The following must be submitted at the time of application: 1) Application Fee, 2) Site Plan, and 3) Explanation of Request for Conditional Use Permit emailed to the City/Planning Manager. \* WHEN SUBMITTING THE APPLICATION ELECTRONICALLY MAIL THE ORIGINAL SIGNED APPLICATION AND PAYMENT TO THE ADDRESS LISTED ABOVE. \*

I/We the undersigned do hereby acknowledge that I/We do fully understand and agree to comply with the provisions of Chapter 5 of the City of Bellevue Zoning Ordinance No. 3619. I/We the undersigned do hereby agree to allow the City of Bellevue employees or agent working for the City of Bellevue, to enter the above referenced property as it pertains to this application.

Rev. Dr. Michael S. Smith
Signature of Owner

[Handwritten Signature]
Signature of Applicant

Planning Department Use Only
Date Submitted:
Case Number:
Filing Fee:
Accepted By: Plat Page:
\*Revised February 2020

## NOTICE OF POSTING

### NOTICE TO THE APPLICANT/OWNER

The application you submitted to the City of Bellevue is required by State Statute 19-905 to have a notice posted in a conspicuous place on or near the property on which the action is pending. The posted notice shall be placed upon the property so that it is easily visible from the street nearest the property, and shall be posted at least ten days prior to the date of the hearing.

A City employee will post such notice on the property a minimum of ten days prior to the Planning Commission meeting. Such notice shall remain on the property and easily visible from the street nearest the property until after final action by the City Council.

State Statute 19-901 reads, in part, as follows: "It shall be unlawful for anyone to remove, mutilate, destroy, or change such posted notice prior to such hearing. Any person so doing shall be deemed guilty of a misdemeanor." As the legal owner of the property upon which the action is pending, you are responsible to insure such notice remains upon the property until final action by the City Council. If you observe the notice has been removed, mutilated, destroyed, or changed prior to the Board of Adjustment hearing, Planning Commission hearing, or the City Council hearing, please notify the Planning Department at (402) 293-3026, and the necessary action will be taken to re-post the property.

As stated above, the posting of said property is required by State Statute; therefore it is in your best interest to insure the notice remains visible during the entire process. If the notice is removed, mutilated, destroyed, or changed prior to final action by the City Council, this could cause a delay in holding the public hearing and the necessity of rescheduling the hearing.

After the final action by the Board of Adjustment or City Council, a City employee will remove the notice from the property within a reasonable time frame. If you have any questions regarding your application or the posting of your property, please contact the Planning Department at (402) 293-3026.

***I/WE, THE UNDERSIGNED, DO HEREBY ACKNOWLEDGE THAT I/WE DO FULLY UNDERSTAND AND AGREE WITH THE PROVISIONS AS DESCRIBED ABOVE.***

Rev. Dr. Michael S. Elliott

Signature of Owner/Owners

**\*PLEASE NOTE THE NOTICE OF PUBLIC HEARING SIGN WILL BE REMOVED BY CITY PERSONNEL. THE PROPERTY OWNER IS NOT TO REMOVE THE SIGN FROM THE PROPERTY.**

NEXIUS SOLUTIONS INC. 04-20  
2595 DALLAS PKWY., STE. 300  
FRISCO, TX 75034-8550

310228

21-10/830  
5686

DATE 12/14/2022

CHECK ARMOR

PAY  
TO THE  
ORDER OF

City of Bellevue

\$ 325.00

three hundred twenty five <sup>00</sup>/<sub>100</sub>

DOLLARS

Photo  
Safe  
Deposit  
Box at bank

 PNC BANK

PNC Bank, N.A. 050

FOR

*Kristen Weir*

⑈ 310228 ⑈ ⑆ 083000108 ⑆ 3009082683 ⑈

**B. NARRATIVE STATEMENT**

December 12, 2022 (Rev. 1/16/2023)

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

RE: NEL01282 Bellevue E CUP application

Re: Submittal of Application for a conditional use permit by New Cingular Wireless PCS, LLC (AT&T) to allow for the construction, operation, and maintenance of a wireless telecommunications facility consisting of a 165' monopole tower support structure with attendant ground-based equipment compound on the property leased by the applicant on a tract of land located at 1220 Bellevue S Boulevard, home of the First Presbyterian Church of Bellevue.

Dear Ms. Palm,

I write regarding the above-referenced project to supplement the Application for conditional use permit that is being concurrently filed. This letter is submitted on behalf of the owners of the property in conjunction with AT&T. AT&T is applying for this request for to construct, operate and maintain a communication property on land owned by the First Presbyterian Church of Bellevue. This letter provides a general overview of the project, including the need for the site and its design parameters.

With the filing of this Application, AT&T requests your support and a written determination that AT&T has met the criteria in the Bellevue Code of Ordinances. We also request this Application and supporting documentation be entered as part of the official records of this proceeding.

Applicant:  
New Cingular Wireless PCS, LLC  
7900 Xerxes Avenue S  
Bloomington, MN 55435

Property Owner:  
First Presbyterian Church  
1220 Bellevue S Boulevard  
Bellevue, NE 68005

Agents for Applicant and Property Owner:  
Steven K. Ward  
Ward Development Services, LLC  
15 Park Place Centre  
Swansea, IL 62226  
(314) 503-4444 Phone  
(866) 655-2853 (Facsimile)

## **I. Location and description of property**

AT&T is proposing to provide service to the area of east Bellevue, traffic along S Harvell Dr, and the surrounding area of Sarpy County. The proposal is for AT&T to construct a 165-foot monopole tower as an antenna support structure on agriculturally used property. The site, when completed, will become part of AT&T's network that will provide continued and improved coverage to the current service area that presently in this portion of Sarpy County.

The primary objective for AT&T to place a facility at this location is to provide adequate coverage to the residents in this area of Bellevue, and vehicular traffic in all directions of the proposed site. This geographic area is part of an existing coverage area in AT&T's network. The site will provide for the newest equipment to be installed and provide citizens with additional choices for their communication needs. The site will dramatically improve AT&T in-building coverage as customers continue to use their wireless devices as their principal form of communication. Local Police and Fire departments report that about 75% of 911 calls originate from wireless devices.

## **II. Why and how this location was chosen**

AT&T strives to enhance its network and deliver additional services and coverage to our customers. This area is currently underserved and customers in homes, businesses and cars find themselves experiencing dropped calls and capacity deficiencies. We also will provide this location to the FirstNet network for first responders.

Site Acquisition Contractors, such as Ward Development Services, are instructed by AT&T's management to target existing cell sites, rooftops, towers, and to utilize any existing structures to collocate equipment on within the Search Ring first, in order to minimize new construction, expedite improved coverage, and to meet the spirit and intent of local zoning regulations, which typically encourage collocation. There are sites in the area that were reviewed as part of our work.

1. Black Hills Electric Corp. This is a 100' monopole at 1400 Little John Way. This site does not have the elevation needed and does not meet the coverage objective
2. City of Bellevue 1025365. This is a 100' SST tower on Little John Way near water reservoirs. . This site does not have the elevation needed and does not meet the coverage objective
3. City of Bellevue 1025365. This is a 145' monopole tower on Little John Way near water reservoirs. This site has multiple antenna attachments and the elevation available is too low and does not meet the coverage objective
4. ATS tower 1717 Wayne St behind the Mustaine Apartments. This is a 120' SST Tower. This location is too far south and does not offer the elevation needed fo the network.

The above considerations and processes were followed in selecting the site that is the subject of this Application.

AT&T's objective in placing a facility on the Subject Property is to improve continued service in the area. The Federal Communications Commission ("FCC") restricts the power output on all telecommunications antennae, requiring additional sites to fill in gaps in the network. The number of wireless communications facilities correlates to the size, terrain, and amount of customer traffic in a specific area. While AT&T endeavors to collocate on existing structures wherever possible, the lack of existing structures requires a new wireless communications facility to be built. AT&T's service is limited by (Radio Frequency) coverage, which propagates from antennae located on towers. There is no other possible way to cover this area without building a new tower, as there are no co-locatable structures available in the area that meets the objectives of the Radio Frequency Engineer's criteria. AT&T consistently seeks to increase or supplement their coverage footprint so that they may serve their growing customer base. Due to the present and anticipated growth of cell phone use, complaints from existing AT&T customers losing their signal while driving in the area or while using their devices in their homes necessitate the additional coverage that will be provided by this tower. As there are no existing structures in the area, our search was to locate a property that met the intent of the requirements for a Height Variance.

This location offers good elevation, an existing access off the public street. The site is located on a vacant area away from residential uses.

I hope that by supplying you with this overview of the project that you will agree to the need for this facility and that you will be able to support our Application to provide wireless telecommunications services to the citizens of the City.

Please contact me if you have any questions or if additional information is required.

Thank you very much.

Sincerely,

*Steven K Ward*

Steven K. Ward,  
Ward Development Services, LLC  
Authorized Agent for AT&T

**C. COMPLIANCE WITH ORDINANCE**

## **Section 8.05 Wireless Communication Towers and Antennas**

### **8.05.01 Purposes**

1. This Conditional Use Permit procedure provides for the review and discretionary approval of communication towers and building and rooftop mounted antennas. These uses have site development or operating characteristics that require special consideration.
2. To encourage public review of proposed projects which would be regulated under the provisions of this ordinance.
3. To provide a procedure which allows communication towers to operate according to certain conditions without requiring a rezoning to a higher intensity district, which may not conform to the objectives of the Comprehensive Plan.
4. To maximize the use of any existing or new communication tower to reduce the number of towers needed in the community.

### **8.05.02 Definition of Terms**

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance its most reasonable application.

“Antenna” - any exterior apparatus designed for telephonic, radio, data, Internet, or video communications through the sending and/or receiving of electromagnetic waves, and includes equipment attached to a tower or building for the purpose of providing personal wireless services, wireless telecommunications services utilizing frequencies authorized by the Federal Communications Commission for cellular, enhanced specialized mobile radio, specialized mobile radio and personal communications services, telecommunications services, and its attendant base station.

“Communication tower” – A structure principally intended to support transmitting and/or receiving antennas and accessory equipment related to telecommunications

“Height of tower” – The vertical distance between the highest point of the tower structure including the antenna, and the natural grade directly below this point.

### **8.05.03 Applicability**

1. Communication towers which may or may not exceed the height limit of the zoning district, but with a maximum height limit of two hundred (200) feet, and accessory facilities are permitted for the following uses, subject to the requirements of Sections 8.05.04, 8.05.05, and 8.05.06:

- A. Cable television
- B. Two-way radio
- C. Common carriers and private carriers
- D. Cellular telephone
- E. Fixed-point microwave
- F. FM/AM Radio
- G. Television

2. Building and rooftop mounted antennas, subject to the requirements of Section 8.05.04, 8.05.05, and 8.05.06.

3. Accessory facilities including, but not limited to, offices, long-term vehicle storage, other outdoor storage, broadcast studios, or other uses not needed to send or receive transmissions, are not permitted unless such facility is a permitted use in the zoning district.

4. An antenna and supporting structure for the following uses are exempt from the requirements of this ordinance and are permitted in any zoning district if accessory to a permitted use and if they comply with applicable regulations of that zone:

- A. Amateur radios licensed by the FCC
- C. Citizens band radios
- D. Home satellite receive-only antennas
- E. UHF or VHF television antennas
- F. Conventional home television antennas

5. Towers for police, fire, and emergency communications, or other municipal communications, are exempt from the requirements of this ordinance.

6. Towers for military radars which are used for the purpose of defense or aircraft safety are exempt from the requirements of this ordinance.

7. Towers which have painting or lighting requirements due to the requirements of the Federal Aviation Administration or the Nebraska Department of Aeronautics are declared incompatible due to their potential hazard to navigation and are hereby expressly excluded.

#### **8.05.04 Conditions for Approval**

Conditional use permits for the purpose of installing communication towers shall be evaluated based on the following information:

1. The purpose of the tower as listed in Section 8.05.03 (1) and information pertaining to the operational need or demand for the tower.

2. The type of tower proposed; either monopole, self-supporting, or guyed mast type, and accessory facilities or structures.

#### **The proposed tower is a monopole design.**

3. The height of the proposed tower, and a determination of the minimum height necessary to accommodate the communication equipment.

#### **A 160' antenna elevation is the optimum design for the network at this location**

4. Minimum setback from all adjoining property equal to:

- A. One hundred (100) percent of the tower height from the base of the tower, not including guy anchors, to any adjoining lot zoned residential.

**This setback is met to the north, south and west. The site is located in the southeast corner of the church property so as to minimize the impact to parking, snow removal etc. the property to the east is a vacant tract owned by the City of Bellevue and we ask a reduction in the setback to this property. The tower will be set back from the property line a distance of 75'. The underlying setback distance for the side yard in the neighboring RD-60 district is 5 feet. This means no structure will be built within 80' of the proposed tower. A fall letter signed by a Nebraska structural**

engineer will be provided demonstrating that a fail point will be designed into the tower so that the tower would break and fall within 80' of the center of the tower.

B. Twenty (20) feet from the base of the tower, not including guy anchors, to any adjoining lot zoned nonresidential.

Not Applicable. All property is residential

C. Tower guy anchors must meet the minimum setback requirements of the zoning district.

Not applicable. Monopole tower is the design

D. The City Council may grant a reduction in the required setbacks upon a determination that such reduction will not adversely affect adjacent properties and is consistent with the intent of this ordinance.

We ask a reduction in the setback to the City property to the east. Please see 8.05.04 (A)

5. Proximity to the nearest existing tower and information to demonstrate that an existing tower cannot accommodate the communication equipment planned for the proposed tower.

This response is in the narrative section. Existing towers were reviewed and found to not meet our needs

6. The landscaping and other buffers proposed to screen the base of the tower from adjacent residential or commercial uses, streets, parks, or other public property.

The site is to be screened with an opaque fence of chain link with privacy slats. There are existing trees in the area of the tower and the tower sits on top of a grade from the roadway which prevents view of the site from the streets

7. Other proposed measures to minimize adverse visual effects on adjacent properties including the design of the tower and accessory buildings, avoidance of artificial lighting, non-interference with television and radio reception, and any other factors.

There is no lighting of the compound proposed. AT&T operates within its licensed frequencies and will not interfere with television, radio or other licensed wireless uses

The Planning Director may issue an administrative permit approving an application to locate a building mounted or rooftop mounted antenna if the application does not exceed the permitted height in the zoning district in which it is located, and will have minimal adverse effect on the surrounding property. Administrative permits will be allowed only in commercial and industrial zones. Permits for the purpose of installing building and rooftop mounted antennas shall be evaluated based on the following information:

- (1) The proposal shall demonstrate the antenna and support structure are safe and the surrounding areas will not be negatively affected by support structure failure, falling ice, or other debris.
- (2) Antenna attached to the wall of an existing building shall be mounted in a configuration as flush to the wall as technically possible and shall not project above the wall on which it is attached.
- (3) The antenna shall be designed and located so as to minimize any aesthetic impact. The antennas shall be constructed, painted, or fully screened to match as closely as possible the color and texture of the building and wall on which it is mounted.

~~(4) If accessory equipment or structures are present, they must blend with the surrounding buildings in architectural character and color.~~

~~(5) Rooftop mounted antenna and any related equipment shall be completely screened from view as visible from the property line by materials that are consistent and compatible with the design, color, and materials of the building.~~

~~(6) Antenna attached to the roof of a building must be either:~~

- ~~A. \_\_\_\_\_ Omnidirectional or whip antenna no more than seven inches in diameter; or~~
- ~~B. \_\_\_\_\_ Panel antenna no more than two feet wide and eight feet long.~~

~~(7) The fee for the administrative permit shall be in accordance with the Master Fee Schedule.~~

~~Within 30 days of receiving a complete application, the Planning Director shall act on the request for an administrative permit. If a request for an administrative permit is not acted upon within 30 days, or is denied, or the conditions imposed thereon are unacceptable to the applicant, then the applicant may, by written notice to the Planning Director, convert the request for an administrative permit to an application for a conditional use permit through the public hearing process.~~

#### **8.05.05 Application Requirements**

An application for a Conditional Use Permit may be submitted by the property owner or their authorized representative. The application shall be filed with the Planning Department and include at least the following information:

1. A site plan showing all existing and proposed structures located within the property, total acreage of the parcel, distance to the property line and distance to structures which are adjacent to the property, scale of the drawing, north arrow and date of the drawing.

#### **See attached plans**

2. A landscape plan submitted in accordance with the Landscaping, Buffering, and Screening regulations, although additional buffering and screening may be required as a provision of the Conditional Use Permit.

3. Engineering information pertaining to tower design, building materials, equipment to be attached to the tower, accessory structures, non-interference with television and radio reception, the safety and stability of the structure, and a description of the capacity of the tower, including the number and type of antennas that it can accommodate and the basis for the calculation of capacity.

**The tower will be designed to the current EIA-222 code and will be a monopole with a galvanized finish. The tower will be inside a 38' x 55' compound and surrounded by a opaque fence of chain link with privacy slats. The tower will have the capacity to hold AT&T and at least two other carriers. Each carrier uses between 6 and 9 antennas and will have remote radio heads on the platform by he antennas**

4. Correspondence with the Federal Aviation Administration, Federal Communications Commission, and the Nebraska Department of Aeronautics to demonstrate progress in compliance with their requirements.

**FAA form 7460 will be filed and an FAA review will be performed. We ask that our zoning be approved, and any building issuance will be conditioned on the submittal of the FAA approvals**

5. A survey of existing towers including type and location, and a statement which demonstrates the need for the new tower.

*This is included in the attached plans*

#### **8.05.06 Duration of Conditional Use Permit**

1. A Conditional Use Permit and administrative permit shall become void two (2) years after the date of approval unless the applicant has obtained a building permit and is in the process of or has completed construction of the communication tower or antennas.

Undersotod

2. Within sixty (60) days of the completion of the construction of the tower, the applicant is required to submit an inspection certification from a registered professional engineer demonstrating compliance with the minimum criteria for specifying and designing steel antenna towers and antenna supporting structures. Certification of structural integrity must also be provided to the City every three (3) years thereafter.

*We ask this be adjusted to the current EIA standard for tower inspections for monopoles at 5-year intervals.*

#### Section 6.06 Standards

No conditional use permit shall be granted unless that Planning Commission or City Council has found:

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

*The proposed tower will not be detrimental to or endanger the public health, safety, moral, comfort, or general welfare of the community.*

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

*The tower is at the rear of a large property used as a church. The property has mature trees and the site sites on top of a hill that prevents view from travelers to the south. There is no negative impact to property values*

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

*The surrounding properties are developed*

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

**Adequate utilities are available for the facility**

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

**The site is visited about once every three weeks using the existing parking lot and drives**

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

**The site produces minimal noise. There will be a backup generator and the times of its maintenance can be adjusted to accommodate any required schedule**

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

**There is no air pollution caused by the facility**

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

**The facility does not use gas**

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

**There will be no reflected light or glare from the facility**

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

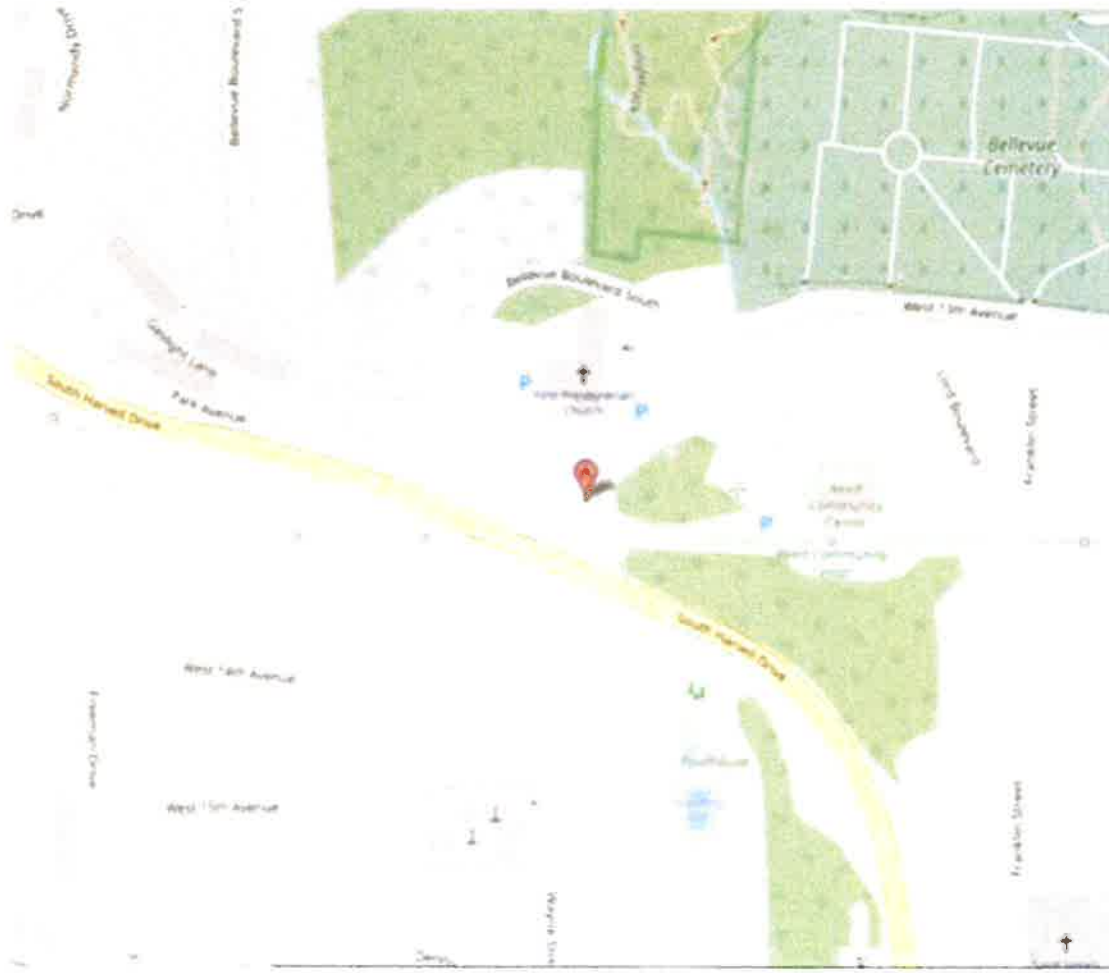
**The site is visited about once every three weeks using the existing parking lot and drives**

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

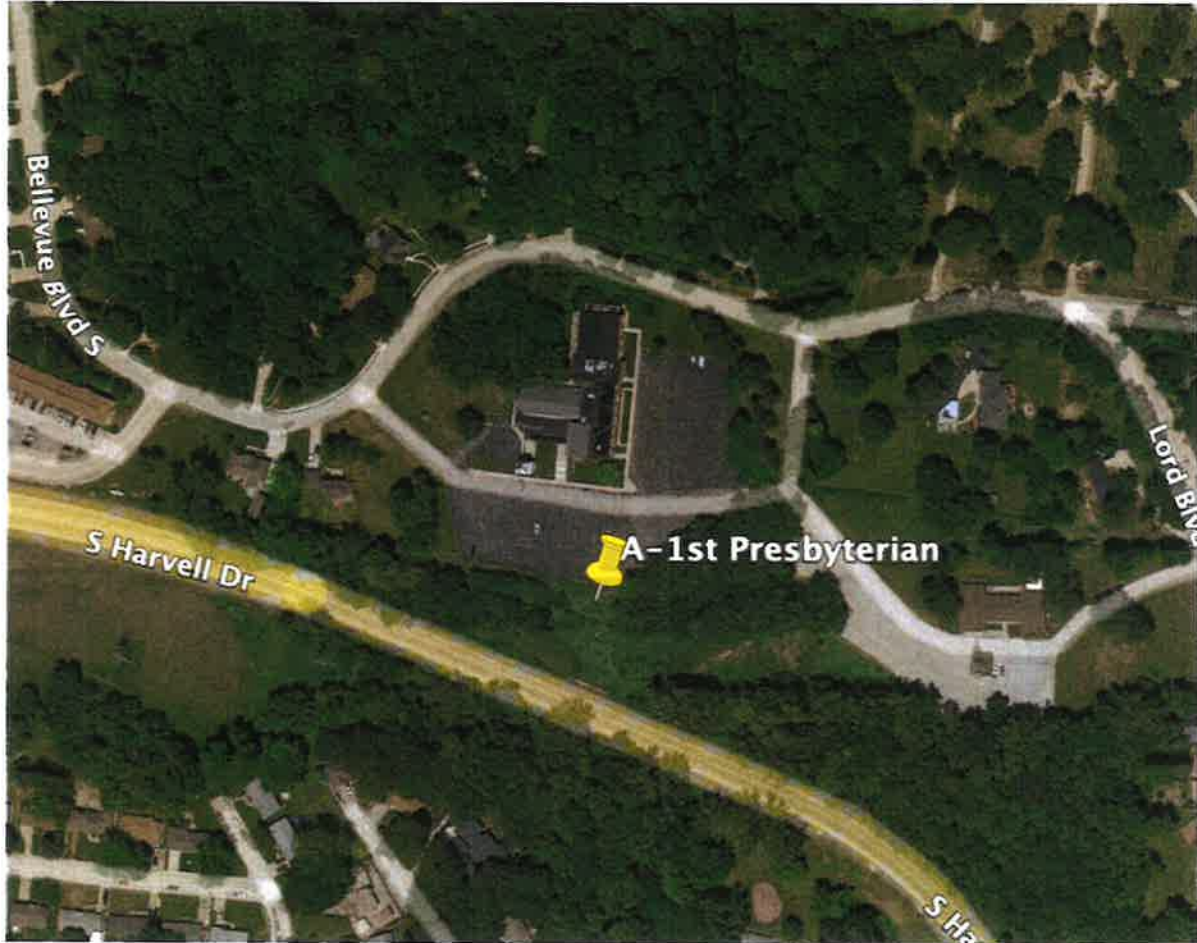
*The site uses only electricity and fiber*

**D. EXHIBITS**

# 1. VICINITY MAPS OF AREA



## 2. AERIAL MAPS



### 3. PIN SHEET

#### Property Detail Report

Parcel ID: 011254513

sepio county  
GIS

##### Parcel Information

Situs 1220 Bellevue Blvd S Bellevue NE 68005

Owner: First Presbyterian Church  
Of Bellevue  
1220 Bellevue Blvd S  
Bellevue, NE 68005

Legal: Lot 1 First Presbyterian Church Of  
Bellevue (5.234 ac)  
Subdivision: First Presbyterian Church Of  
Bellevue (110410)  
Tax District: 10002  
Approx. Size: 5.23 ac  
PLSS: SE 25-14-13  
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 84 Single Family Residence - 8,400 Sq. Feet (Bellevue) - 98.2%  
Future Land Use  
MDR - Med Density Residential (Bellevue) - 98.2%

#### 4. TOPO MAP

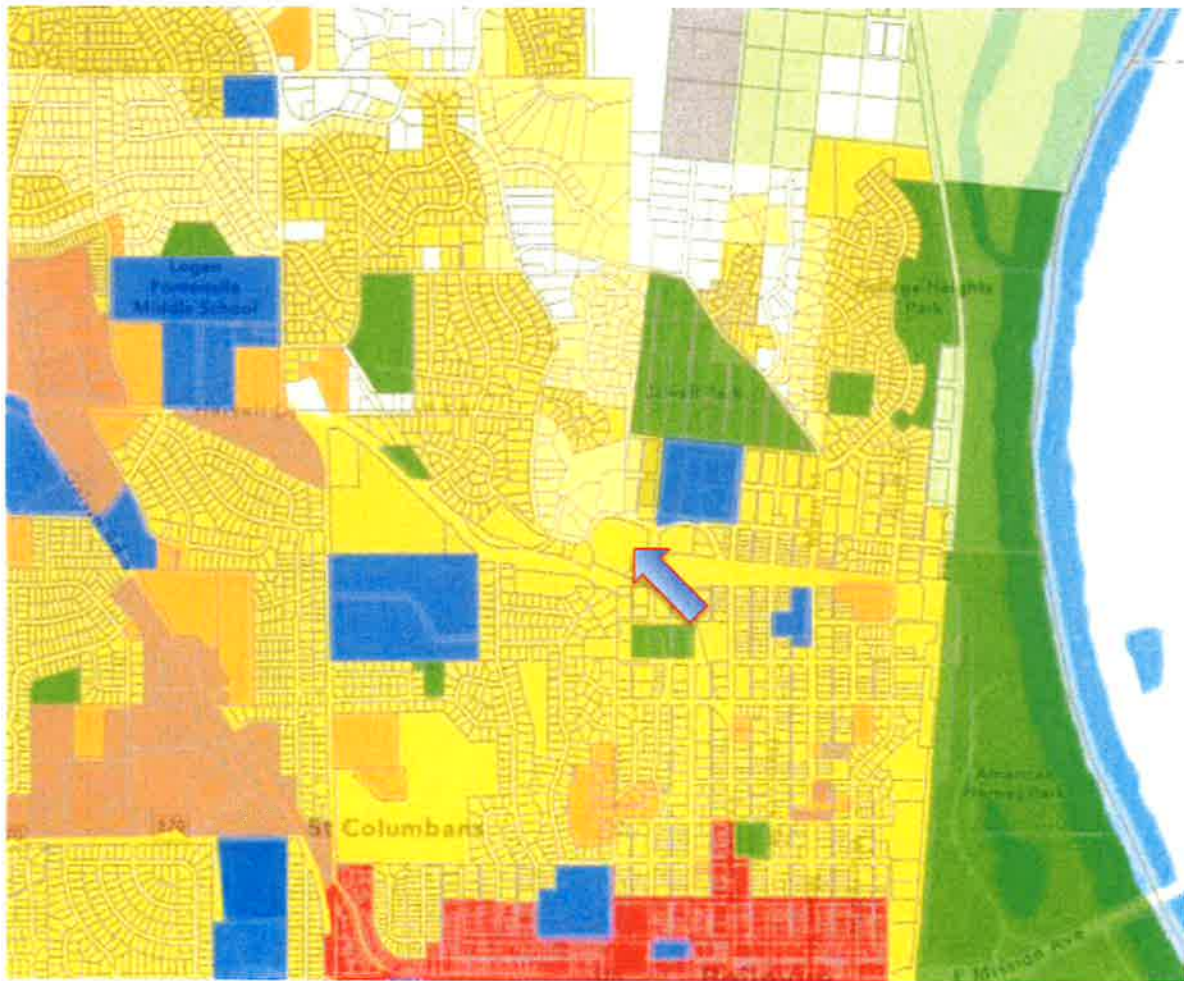


B.

## 5. FLOOD AND WETLANDS MAP

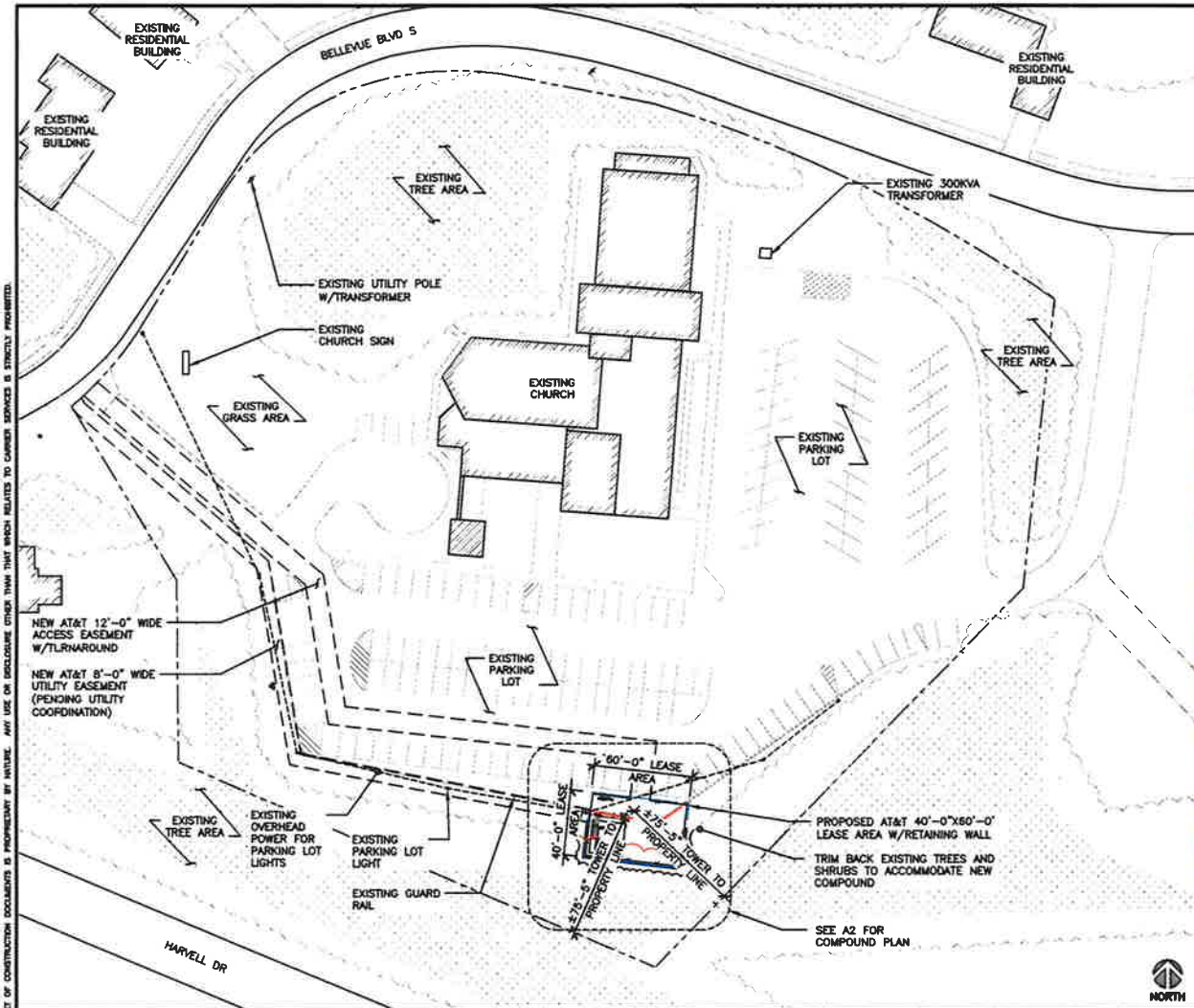


## 6. ZONING MAP



**E. ZONING DRAWINGS**

*Attached*



RECEIVED

JAN 17 2023

PLANNING DEPT.

FA # : 15796368  
 PTN # : 3525A13C1N  
 PACE # : MRUMW051411



ENLARGED SITE PLAN

SCALE: 1"=20'-0" (1:483)  
 2

AERIAL SCALE: 1"=100'-0" (1:3048)

330 NATIONAL PARKWAY  
 FORT WORTH, TX 76102

**NEXUS**

CHERRI SMALL  
 SITE ACQUISITION SPECIALIST  
 PHONE: 847.277.0074  
 CHERRI.SMALL@NEXUS.COM

**WESTCHESTER SERVICES LLC**

604 FOX GLEN  
 BARRINGTON, IL 60010  
 TELEPHONE: 847.277.0070  
 FAX: 847.277.0080  
 www.westchesterservices.com

NSB  
 15796368/NEL01282  
 FIRST PRESBYTERIAN  
 1220 BELLEVUE BLVD S  
 BELLEVUE, NE 68005

REV	DATE	DESCRIPTION	BY
0	01/17/23	REVISED LEASE DIBEST	NSB
1	12/14/22	REVISED LEASE DIBEST	NSB
A	08/18/22	LEASE DIBEST	NS

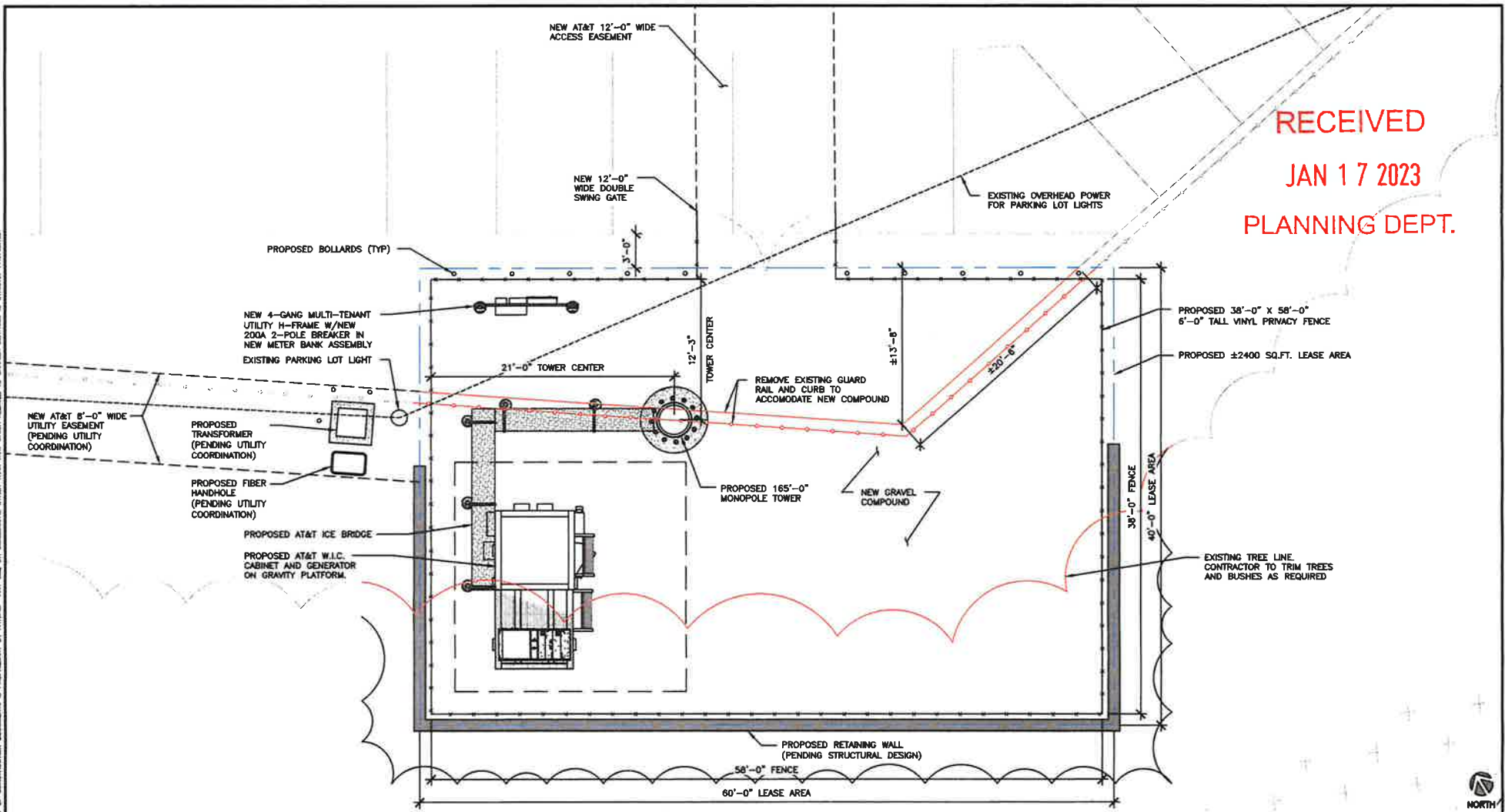
NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE  
**OVERALL SITE PLAN & AERIAL**

SHEET NUMBER  
**LE-1**

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RECEIVED  
 JAN 17 2023  
 PLANNING DEPT.



ENLARGED PLAN

SCALE: 1/8"=1'-0" (11x17)  
 (205) 1/16"=1'-0" (25x34) 1

AT&T  
 830 NATIONAL PARKWAY  
 SCHAEUBURG, IL 60173

**NEXIUS**  
 CHERISA SMALL  
 SITE ACQUISITION SPECIALIST  
 PHONE: 630-946-7141  
 CHERISA.SMALL@NEXIUS.COM

**WESTCHESTER SERVICES LLC**  
 604 FOX GLEN  
 HARRINGTON, IL 60140  
 TELEPHONE: 847.277.0070  
 FAX: 847.277.0080  
 wsc@westchesterservices.com

NSB  
 15796368/NEL01282  
 FIRST PRESBYTERIAN  
 1220 BELLEVUE BLVD S  
 BELLEVUE, NE 68005

REV.	DATE	REVISION	DESCRIPTION	INITIALS
0	01/17/23	REVISED LEASE COVER		NSM
B	12/14/22	REVISED LEASE COVER		NSM
A	08/18/22	LEASE COVER		JS

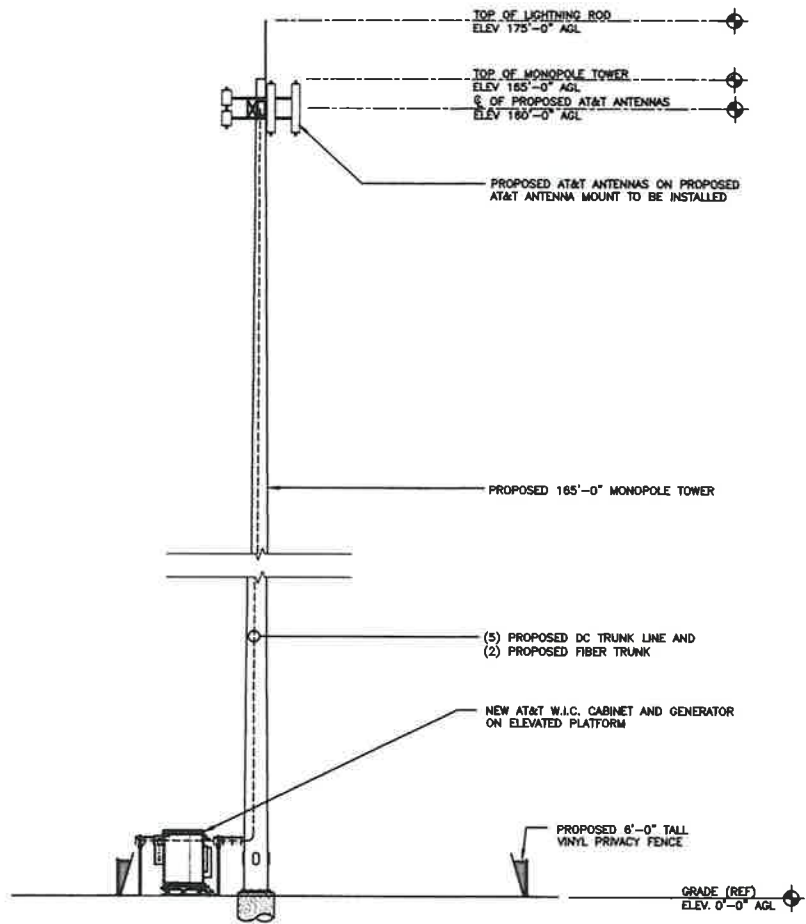
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SHEET TITLE  
**ENLARGED SITE PLAN**

SHEET NUMBER  
**LE-2**

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THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY TO WESTCHESTER SERVICES, LLC. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



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 JAN 17 2023  
 PLANNING DEPT.

**TOWER ELEVATION**

SCALE 1"=20'-0" (11x17)  
 (OR) 2"=20'-0" (24x36)

1



**NEXUS**  
 CHERRA SWALL  
 SITE ACQUISITION SPECIALIST  
 PHONE: 409-946-7141  
 CHERRA.SWALL@NDXUS.COM

**WESTCHESTER SERVICES LLC**  
 604 FOX GLEN  
 BARRINGTON, IL 60010  
 TELEPHONE: 847.277.0070  
 FAX: 847.277.0000  
 dc@westchesterservices.com

NSB  
 15796368/NELO1282  
 FIRST PRESBYTERIAN  
 1220 BELLEVUE BLVD S  
 BELLEVUE, NE 68005

REV.	DATE	DESCRIPTION	BY
C	01/17/23	REVISED LEASE EXHIBIT	NSM
B	12/14/22	REVISED LEASE EXHIBIT	NSM
A	08/18/22	LEASE EXHIBIT	JS

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE  
**TOWER ELEVATION**

SHEET NUMBER  
**LE-3**

RECEIVED  
JAN 26 2023  
PLANNING DEPT.

Ed Conoan  
1209 Bellevue Blvd. So.

Questions to the Bellevue City Planning Commission Public Hearing 1/26/23  
**RE: Conditional use permit for Lot 1 , First Presbyterian Church**

**Is it safe to be around?** What is the Peak Transmission power at the top and what is the RF Exposure @ 500 feet or 152 meters from the proposed 5g tower? There is a preschool in the church. I'm retired as are several other neighbors, so that's basically 24/7 exposure at 300-400 feet. What is the expected level of RF exposure at the preschool as a % of FCC guideline?

The conditional use permit requests an 80' fall zone instead of 100% of the height of the tower. Even if the tower falls at 80 feet won't the OPPD high power lines just south of the parking lot get hit? How much of Bellevue will go down if the power lines are struck by the tower?

**Is this site suitable for a 165 foot tower?** Did the planning department consider the site suitable even though it was created with broken road pavement as back fill? 10-15 years ago the southern parking lot was extended by backfilling the hill top with at least 30-50 Bellevue city dump trucks, full of what looked like broken pavement. Is this stable enough for a foundation?

**Is this consistent with a residential neighborhood?** The First Presbyterian church is a tax exempt entity. It pays no real estate taxes, I assume it pays no income taxes, and yet it seems to be in the business of leasing land for profit. How does that square with being non-profit? They are now going to profit from non-church related operations on their property. What is the public purpose for a tax exempt non-profit organizations operating for profit operations on their property in a residential neighborhood? Is this the first tower of a Cell Farm like Sherwood Forest Addition 500 Feet to the southwest?

**Should the city reconsider the sidewalk waiver issued when the church added a significant northern wing?** I was told by Linda Gray, church member that the waiver was granted because it was too expensive. Now the church has a new revenue source shouldn't the city and neighborhood benefit from a long overdue sidewalk to the north of their property line?

We oppose the proposed 165 Foot cell tower at the First Presbyterian Church at 1220 Bellevue Blvd. So., therefore we are asking the city council to vote against a conditional use permit which would allow a cell tower to be built 3.7 times the current height standard.

Date	Signature	Address
1 <u>2/11/23</u>	<u><del>Ed Corson</del> Beth Corson</u>	<u>1209 Bellevue Blvd. So.</u>
2 <u>2/11/23</u>	<u>Stella Hayden Jim M. [unclear]</u>	<u>1213 Bellevue Blvd So.</u>
3 <u>2/11/23</u>	<u>Will D. Wood</u>	<u>1300 LORD BLVD.</u>
4 <u>2/11/23</u>	<u>[unclear]</u>	<u>1105 Bellevue Blvd S.</u>
5 <u>12-11-23</u>	<u>[unclear]</u>	<u>1108 Bellevue Blvd S</u>
6 <u>2/11/23</u>	<u>Richard J. Carlson Constance L. Carlson</u>	<u>1309 LITTLE JOHN ROAD</u>
7 <u>2-11-23</u>	<u>[unclear]</u>	<u>1981 Little John Rd</u>
8 <u>2-11-23</u>	<u>Patrice Rieple</u>	<u>1204 Belleup Blvd S.</u>
9 <u>2-12-23</u>	<u>[unclear]</u>	<u>1109 Bellevue Blvd SO Bellevue NE 68005</u>
10 <u>2-12-23</u>	<u>[unclear] Tina Fryer</u>	<u>1210 Bellevue Blvd S</u>
11 <u>2-12-23</u>	<u>[unclear]</u>	<u>1211 Bellevue Blvd S.</u>
12 <u>2/13/23</u>	<u>Karen Batchelor</u>	<u>1219 Bellevue Blvd. So.</u>
13 <u>2/19/23</u>	<u>Mercedes A. Leonard</u>	<u>1106 Bellevue Blvd. So.</u>
14 <u>2/19/23</u>	<u>Patric G. Leonard</u>	<u>1106 Bellevue Blvd So.</u>

We oppose the proposed 165 Foot cell tower at the First Presbyterian Church at 1220 Bellevue Blvd. So., therefore we are asking the city council to vote against a conditional use permit which would allow a cell tower to be built 3.7 times the current height standard.

- 15 2-20-23 David L. Anderson  
Kathryn Ewing 1001 Bellevue Blvd So 68005
- 16 2-20-23 M. Nyl  
Jeff N 1410 Franklin St. S 68005
- 17 \_\_\_\_\_
- 18 \_\_\_\_\_
- 19 \_\_\_\_\_
- 20 \_\_\_\_\_
- 21 \_\_\_\_\_

Ed & Beth Conoan  
1209 Bellevue Blvd. So.  
(402) 291-7926 econoan@cox.net

RECEIVED  
FEB 15 2023  
CITY CLERK

Questions to the Bellevue City Council Public Hearing 2/21/23

**RE: Conditional use permit for Lot 1 , First Presbyterian Church – Proposal for a 165 foot Monopole Cell Tower.**

**Is this consistent with a residential neighborhood?** The Lot is currently zoned RS-84 with a 35 Foot Maximum height restriction. A 165 foot proposed tower would be an order of magnitude of **3.7 times the current height standard**, (see exhibits A-1 and A-2). This is not a small variance. The tower will exceed the tree line by at least 85 feet. The elevation of the site is 1,210 feet, one of the highest areas in Bellevue. Once built, the expected profile over the city will add a visual blight to the skyline for 30 to 50 years.

**Neighborhood Aesthetics.** The surrounding neighborhood is large wooded lots. The proposed tower does not fit in a residential neighborhood. Once the cell tower is established on the ridge top, more will come. An example of the proliferation is within 500 feet, at Sherwood additions, with many cell towers placed in a neighborhood. When is enough, enough?

**Height Requirements for 5g towers is 20-30 Feet.** The trend for 5g placement is mini towers on top of street poles. Because 5g is a much shorter RF wavelength than 3g or 4g, it has trouble penetrating walls and trees, the trend will be to place mini cell towers every 1,000 feet on street poles, (see Exhibit B). If this is coming to Bellevue, then why allow the placement of massive tower which will soon be obsolete?

The applicant said that they reviewed the two towers on Little John Road and found them to be of insufficient height, at 100 Feet and 145 Feet. Given the nature of 5g and the trend for line of sight street level mini towers, **what is the real intended reach of the proposed tower?** If they are intending to connect to towers up and down the I-29 corridor, shouldn't the tower be place in a more rural setting where height is not as much of a visual problem and service the city with appropriate sized towers?

**Who Benefits and who pays for the proposed tower?** The First Presbyterian Church certainly benefits. They will be compensated for the use of their land. If this business model works, then the proposed tower will probably be the first of many towers. What is the public purpose of allowing a tax exempt organization operating a for-profit operation in a residential neighborhood? Homeowners within the line-of-sight may suffer a 10-20% reduction in home value. According to the county assessor's valuation, the surrounding residential valuation is \$3.3 million. The cumulative impaired value is in range of \$330,000 to \$660,000. Clearly the neighborhood households will pay for the enrichment of the Church. How is this a good public purpose?

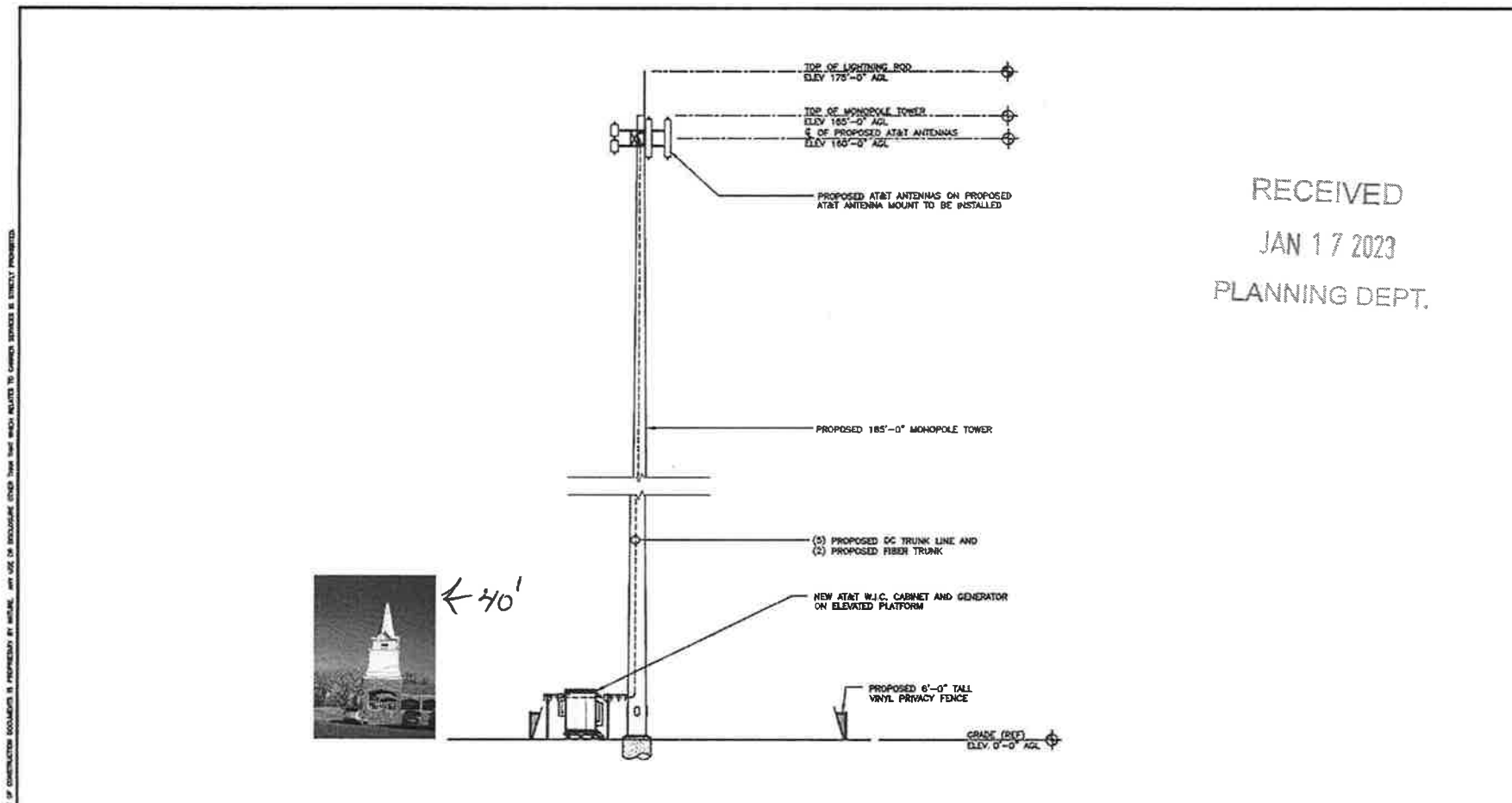
**Is this site suitable for a 165 foot tower?** The proposed site is over anywhere from 10 to 30 feet of broken pavement as a landfill. Did the planning department consider the fill suitable for a build and will they require the builder to take core samples before building?

The conditional use permit requests an 80' fall zone instead of 100% of the height of the tower. Even if the tower fails at 80 feet, according to OPPD the high power lines just south of the parking lot are within 70 feet of the tower. Does the 80 foot fall zone account for a 10 foot lighting rod on top of the tower?

**Recommended Alternative Actions:**

- Place the antennas in or on the existing church steeple. It has been done before.
- Do not build a 165 Foot tower but rather deploy mini towers on street lights which will be the industry standard within cities.
- If this location is essential for AT&T's 5g then it needs to be scaled down to a 20 Foot tower, much like the one they operate at 301 Avian Circle, (See Exhibit B). If it's appropriate there, it should work at the church. Anything else is AT&T capitalizing on a willing seller, to maximize lease revenue sold below their required height.
- If the provider needs a 165 foot monopole placed at 1,210 feet elevation, then it should be placed within an industrial or commercial tract not in a residential neighborhood.

Exhibit A-1



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 JAN 17 2023  
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<p><b>TOWER ELEVATION</b></p>		<p>SCALE: 1"=20'-0" (11/17)                  (OR) 1"=30'-0" (12/04)</p>		<p>1</p>																		
<p><b>AT&amp;T</b>                  30 NATIONAL PARKWAY                  BOSTON, MA 02117</p>	<p><b>NEXIUS</b>                  15796368/NEL01282                  1220 BELLEVUE BLVD S                  BELLEVUE, NE 68005</p>	<p><b>WESTCHESTER</b>                  SIGN SYSTEMS                  844 375 0258                  BARNHARTT, IL 62018                  TELEPHONE: 618 277 0876                  FAX: 618 277 3088                  info@westchestersign.com</p>	<p>NSB                  15796368/NEL01282                  FIRST PRESBYTERIAN                  1220 BELLEVUE BLVD S                  BELLEVUE, NE 68005</p>	<table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>01/17/23</td> <td>REVISED LEASE EXHIBIT</td> <td>NSB</td> </tr> <tr> <td>1</td> <td>12/14/22</td> <td>REVISED LEASE EXHIBIT</td> <td>NSB</td> </tr> <tr> <td>A</td> <td>09/14/22</td> <td>LEASE EXHIBIT</td> <td>JS</td> </tr> </tbody> </table> <p>NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET</p>	REV.	DATE	DESCRIPTION	BY	0	01/17/23	REVISED LEASE EXHIBIT	NSB	1	12/14/22	REVISED LEASE EXHIBIT	NSB	A	09/14/22	LEASE EXHIBIT	JS	<p>SHEET TITLE  <b>TOWER ELEVATION</b></p>	<p>SHEET NUMBER  <b>LE-3</b></p>
REV.	DATE	DESCRIPTION	BY																			
0	01/17/23	REVISED LEASE EXHIBIT	NSB																			
1	12/14/22	REVISED LEASE EXHIBIT	NSB																			
A	09/14/22	LEASE EXHIBIT	JS																			

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**Exhibit A-2 Height Comparison of the Proposed Tower to Church Steeple**



**Exhibit B** 301 Avian Circle, Elevation 1,208 feet, AT&T Mobility





Pilgrim Lutheran  
25th & Fairview



Thanksgiving Church  
36th & Hwy 370



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

CITY OF BELLEVUE  
CONDITIONAL USE PERMIT  
LOT 1, FIRST PRESBYTERIAN CHURCH OF BELLEVUE,  
LOCATED IN THE SOUTHEAST ¼ OF SECTION 25, T14N, R13E OF THE 6<sup>TH</sup> P.M., SARP  
COUNTY, NEBRASKA

Conditional Use Permit for New Cingular Wireless PCS, LLC

This Conditional Use Permit issued this 21st day of February, 2023 by the City of Bellevue, a municipal corporation in the County of Sarpy County, Nebraska (“City”) to New Cingular Wireless PCS, LLC, (“Applicant”), pursuant to the Bellevue Zoning Ordinance.

WHEREAS, First Presbyterian Church of Bellevue, is the legal owner of Lot 1, First Presbyterian Church of Bellevue, located in the Southeast ¼ of Section 25, Township 14 North, Range 13 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska, consisting of approximately 5.23 acres (“Property”). Applicant desires to use a portion of the Property for the construction of a 165’ monopole wireless communication tower and 40 foot by 60 foot fenced compound; and

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

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

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

**Conditions of Permit**

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

1. Development and operation on the Property is governed by this Permit. The rights granted by this Permit are transferable and any breach of any terms hereof shall cause Permit to expire and terminate, subject to the rights of the Applicant to cure such default or deficiency as set forth in this Permit.
2. In respect to the proposed Use:

- a. A site plan showing the Property's boundaries, all existing and proposed easements, proposed structures, parking, access points, and drives, is attached hereto and incorporated herein as Exhibit "A".
  - b. The Property shall be developed and maintained in accordance with the site plan (Exhibit "A" and all other exhibits, if any, of this Agreement. Any modifications to the site plan must be submitted to the Planning Department for approval. Modifications of any other document or exhibit shall be subject to approval of the City, as directed by the City Administrator, unless otherwise expressly provided in the document or exhibit to be modified.
  - c. Applicant hereby indemnifies the City against, and holds the City harmless from, any liability, loss, claim or expense whatsoever (including, but not limited to, reasonable attorney fees and court costs) arising out of or resulting from the acts, omissions or negligence of the Applicant or its agents, employees, assigns, suppliers or invitees, including, but not limited to, any liability, loss, claim or expense arising out of or resulting from any violations of any applicable environmental or safety law, rule or regulation relating to the Applicant's Use of the Property.
3. The Applicant's right to maintain the Use of the Property, as contemplated by this Permit, shall be based on the following conditions:
  - a. A periodic inspection to determine compliance with the conditions of this Permit. The Permit may be revoked only upon a finding by the City that there is a material violation of the material terms of this Permit if the violation occurs after written notice from the City to Applicant and the opportunity to cure in the time and manner described below.
  - b. The Use authorized by this Permit must be initiated within 12 months after the date of the approval of this Permit otherwise such Permit shall become void.
  - c. The applicant may maintain a 165' monopole wireless communication tower and 40' x 60' fenced compound on the property.
  - d. All obsolete or unused structures, accessory facilities or materials with an environmental or safety hazard shall be abated and/or removed from the Property at Applicant's expense within twelve (12) months of cessation of the Use of the Property.
  - e. All signage on Property related to Use shall be in conformance with the City Zoning Ordinance.
  - f. Applicant shall record this Permit with the Sarpy County Register of Deeds at Applicant's expense.
4. Notwithstanding any other provision herein to the contrary, this Permit, and all rights granted hereby, shall expire and terminate as to a Permitted Use hereunder upon the first of the following to occur:
  - a. Applicant's abandonment of the Permitted Use. There shall be a presumption that the project on the Property has been abandoned if the Applicant fails to use the Property for the Permitted Uses for any twelve (12) consecutive month period.
  - b. Cancellation, revocation, denial or failure to maintain any federal, state or local permit required for the Use, and such cancellation, revocation, denial or failure to maintain any federal, state or local rights are provided under laws, rules and regulations governing said permit.
  - c. Applicant's breach of other terms hereof and its failure to cure such breach in the time and manner set forth below.
5. In the event the Applicant fails to promptly remove any safety, environmental or other hazard or nuisance from the Property, or upon the expiration or termination of this Permit the Applicant fails to promptly remove any remaining safety, environmental or other hazard or nuisance, the City may at its option (but without any obligation to the Applicant or any third party to exercise said option) cause the

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

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

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

a. Delay of City to terminate this Permit on account of breach of Applicant of any terms hereof in accordance with the terms hereof shall not constitute a waiver of City's right to terminate this Permit, unless the City has expressly waived said breach. A waiver of the right to terminate upon any breach shall not constitute a waiver of the right to terminate upon a subsequent breach of the terms hereof, whether said breach be of the same or different nature.

b. Cure Rights. Notwithstanding any other provision of this Permit to the contrary, Applicant shall be entitled to notice and opportunity to cure a breach of this Permit as follows. City will notify the Applicant of any breach of this Permit. Cure shall be commenced and completed as soon as possible and in all cases within thirty (30) days after City provides notice of breach; provided, however, in any case that cure cannot be completed within 30 days, additional time will be allowed, so long as cure is commenced within the time required in this Section b and diligently pursued and completed as soon as possible, and allowing additional time does not present or increase risk of harm to persons or property. City shall have the right to terminate this Permit if a breach is not timely cured.

c. Nothing herein shall be construed to be a waiver or suspension of, or an agreement on the part of the City to waive or suspend, any zoning law or regulation applicable to the premises except to the extent and for the duration specifically authorized by this Permit.

d. Any notice to be given by City hereunder shall be in writing and shall be sufficiently given if sent by regular mail, postage prepaid, addressed as follows:

New Cingular Wireless PCS, LLC  
15 Park Place Centre  
Swansea, IL 62226

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

Effective Date:

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

The City of Bellevue

By: \_\_\_\_\_  
Rusty Hike, Mayor

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk

STATE OF NEBRASKA        )  
  )SS:  
COUNTY OF SARPY         )

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

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Steve Ward for New Cingular Wireless PCS, LLC

STATE OF ILLINOIS            )  
  )SS:  
COUNTY OF \_\_\_\_\_)

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

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

\_\_\_\_\_  
Marty Davis for First Presbyterian Church of Bellevue

STATE OF NEBRASKA        )  
  )SS:  
COUNTY OF \_\_\_\_\_)

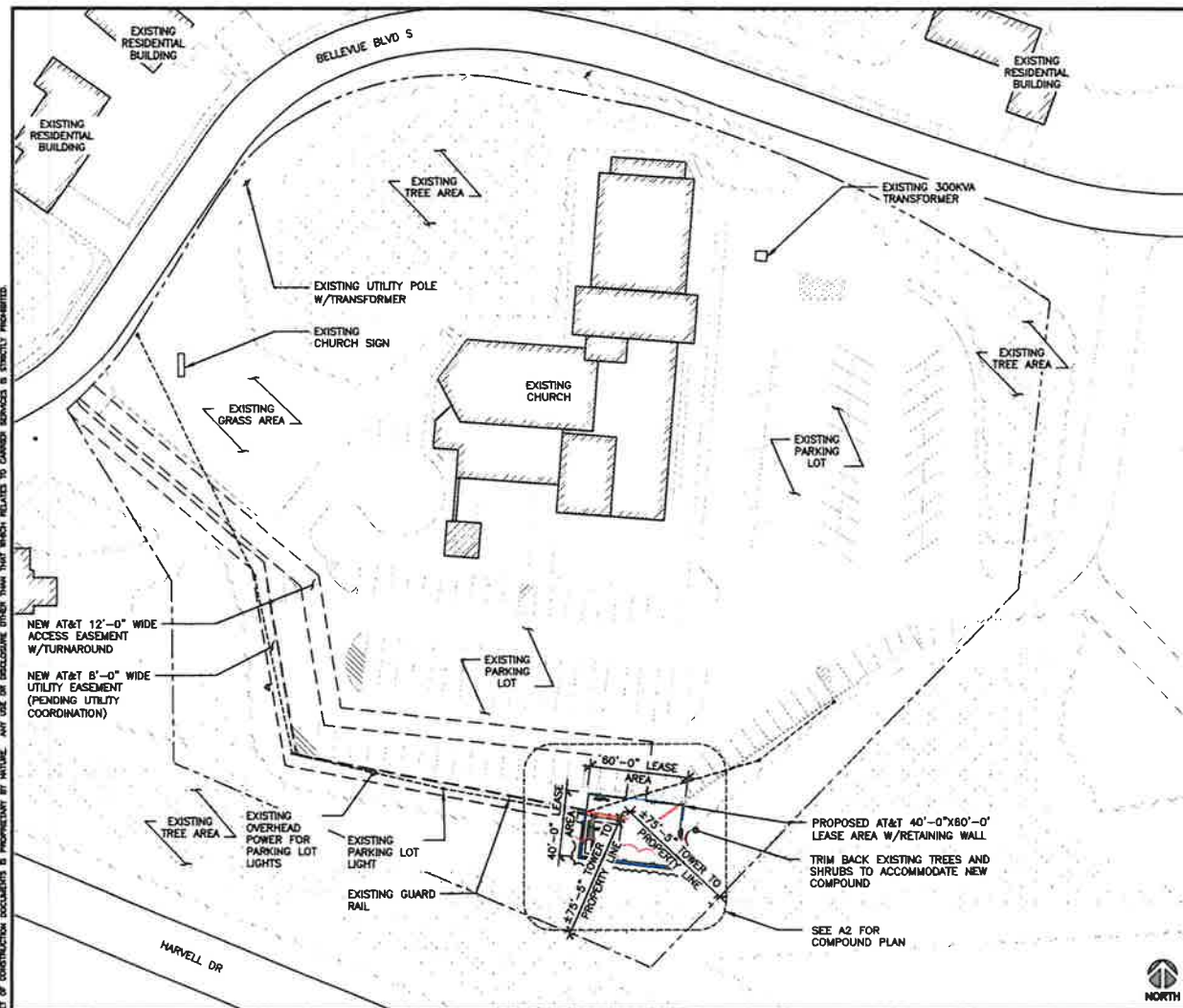
The undersigned, a notary public qualified in and for said county, does hereby certify that Marty Davis signed the foregoing instrument, acknowledged before me on this day and he executed and delivered said instrument as his voluntary act and deed.

Witness my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

FA # : 15796368  
 PTN # : 3525A13C1N  
 PACE # : MRUMW051411

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ENLARGED SITE PLAN

SCALE: 1"=75'-0" (11x17)  
 (1/2" 2"=30'-0" (22x34))

2 AERIAL SCALE: 1"=150'-0" (11x17)

AT&T  
 125 NATIONAL PARKWAY  
 BETHESDA, MD 20814

NEXUS  
 CHERISA SMALL  
 SITE ACQUISITION SPECIALIST  
 PHONE: 410.944.7141  
 CHERISA.SMALL@NEXUS.COM

WESTCHESTER SERVICES LLC  
 MIM PIX GLENN  
 HARRINGTON, IL 60018  
 TELEPHONE: 847.277.0870  
 FAX: 847.277.0888  
 mgl@westchesterservicesllc.com

NSB  
 15796368/NELO1282  
 FIRST PRESBYTERIAN  
 1220 BELLEVUE BLVD S  
 BELLEVUE, NE 68005

REV.	DATE	DESCRIPTION	BY
0	01/17/23	REVISED LEASE COORDINATE	BSM
1	12/14/22	REVISED LEASE COORDINATE	BSM
A	08/18/22	LEASE COORDINATE	JB

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE  
**OVERALL SITE PLAN & AERIAL**

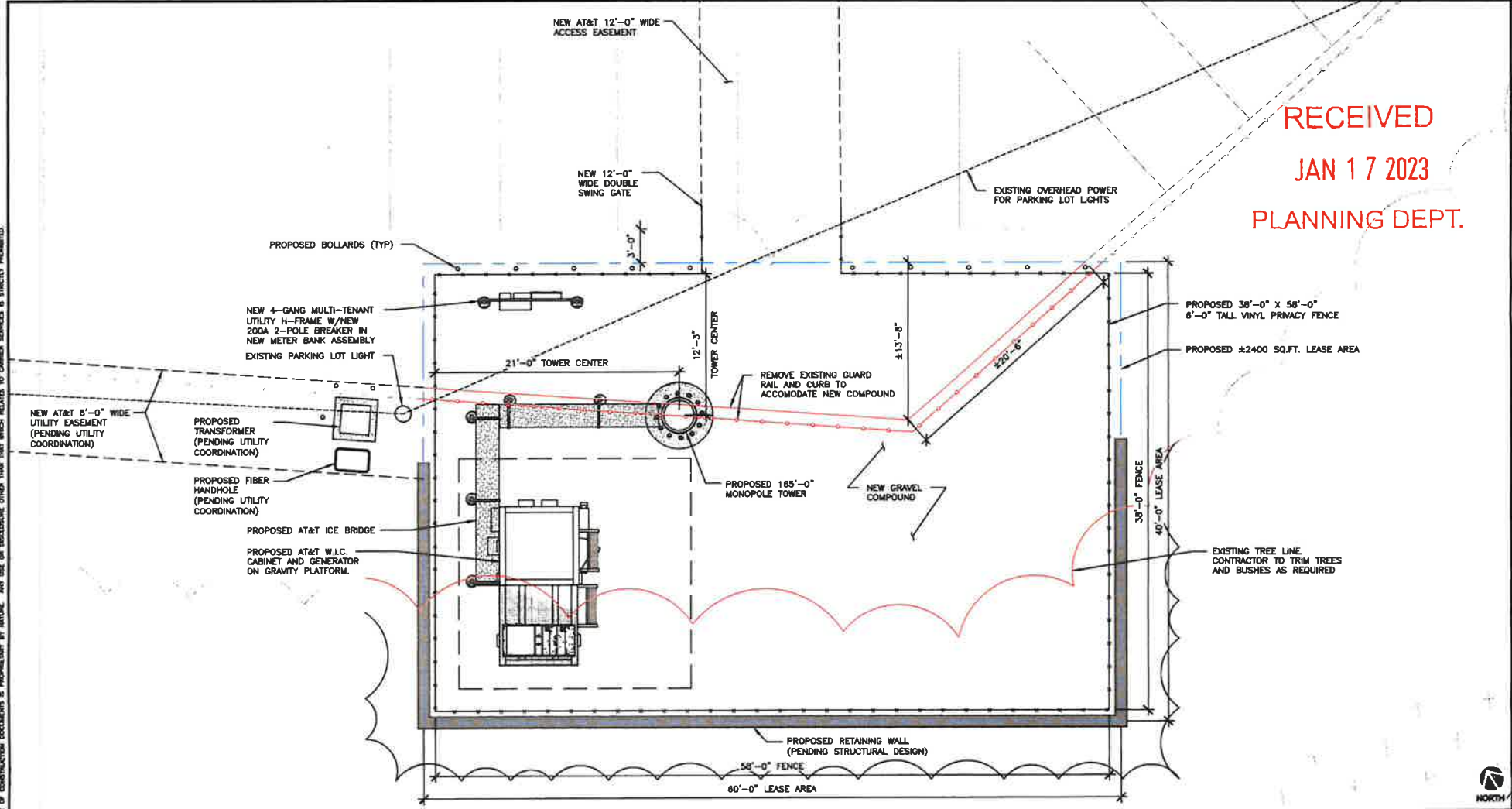
SHEET NUMBER  
**LE-1**

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JAN 17 2023

PLANNING DEPT.



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ENLARGED PLAN

SCALE 1/8"=1'-0" (11x17)  
(OR) 1/16"=1'-0" (22x34) 1



**NEXUS**  
CHERESA SMALL  
NTR ACQUISITION SPECIALIST  
PHONE: 847 277 0711  
CHERESA.SMALL@WOODS.BA

**WESTCHESTER SERVICES, INC.**  
404 FOX CLEW  
BARRINGTON, IL 60010  
TELEPHONE: 847 277 0070  
FAX: 847 277 0080  
w@westchestsrv.com

NSB  
15796368/NEL01282  
FIRST PRESBYTERIAN  
1220 BELLEVUE BLVD S  
BELLEVUE, NE 68005

REV.	DATE	DESCRIPTION	BY	CHKD
C	01/17/23	REVISED LEASE EXHIBIT	NSB	
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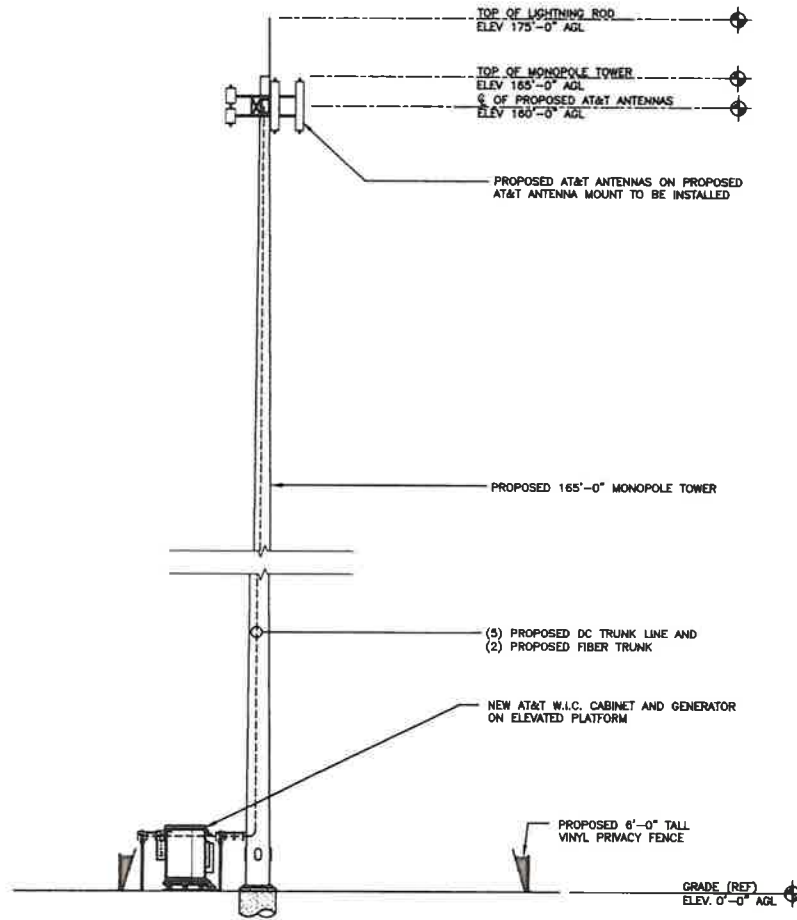
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SHEET TITLE  
**ENLARGED SITE PLAN**

SHEET NUMBER  
**LE-2**



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RECEIVED  
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**TOWER ELEVATION**

SCALE: 1"=20'-0" (11x17)  
 (00) 2"=20'-0" (22x34) 1

AT&T  
 330 NATIONAL AVENUE  
 BELLWILE, N. 03113

**NEXIUS**  
 CHERISA SMALL  
 SITE ACQUISITION SPECIALIST  
 PHONE: 405-948-7741  
 CHERISA.SMALL@NEXIUS.COM

**WESTCHESTER SERVICES LLC**  
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 TELEPHONE: 847 277 0670  
 FAX: 847 277 0080  
 us@westchesterserv.com

NSB  
 15796368/NEL01282  
 FIRST PRESBYTERIAN  
 1220 BELLEVUE BLVD S  
 BELLEVUE, NE 68005

REV.	DATE	DESCRIPTION	BY
C	01/17/23	REVISED LEASE EXHIBIT	NSB
B	12/14/22	REVISED LEASE EXHIBIT	NSB
A	08/18/22	LEASE EXHIBIT	JS

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

SHEET TITLE  
**TOWER ELEVATION**

SHEET NUMBER  
**LE-3**

**AT&T Mobility**  
**MNP Market**  
**New Site Build**

**NEL01282**

**FA: 15796368**

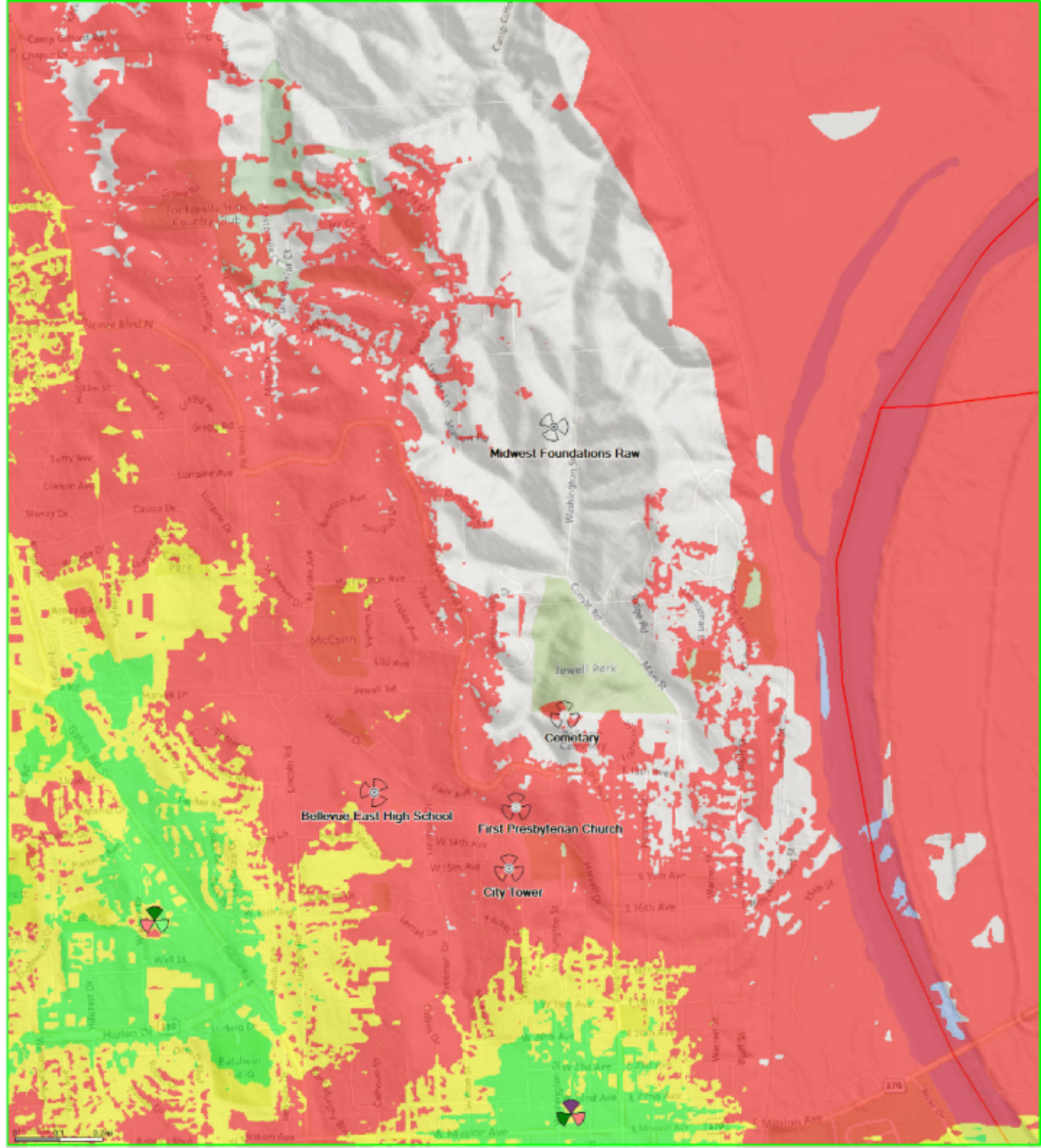
**Issued By: Jim Tidmore**

**Site Name: Bellevue East**



- New coverage at 700Mhz
- Slides 3-8 Capacity Coverage
- Slides 9-14 FirstNet Coverage

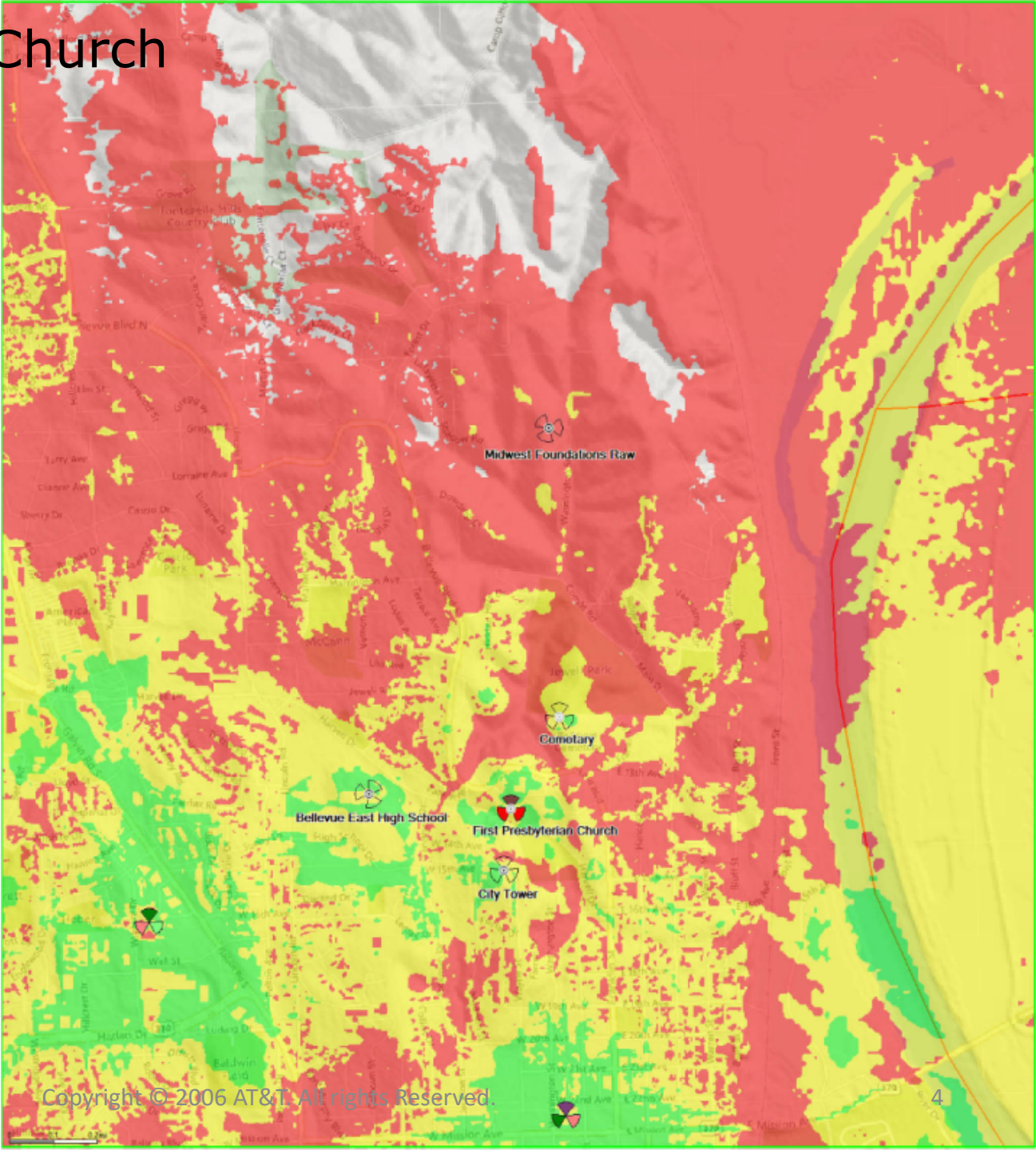
# Existing Coverage



New 1282 C4 Cemetary LTE: RSRP (dBm) 3 Levels -104

- Inbuilding Coverage
- Some Inbuilding and outdoor Coverage
- Outdoor Coverage

# First Presbyterian Church

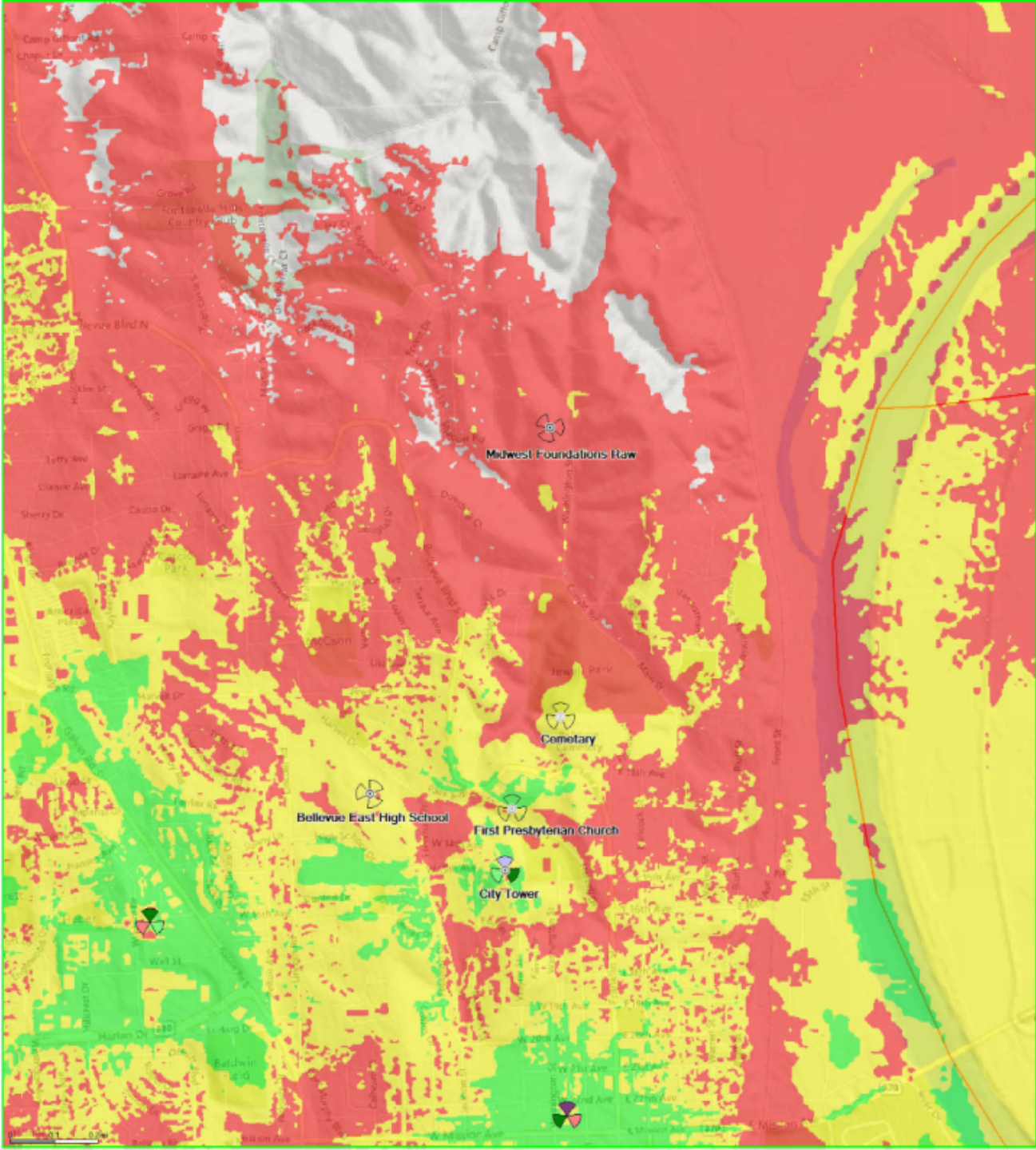


New 1282 C4 Cemetary LTE: RSRP (dBm) 3 Levels -104

- Inbuilding Coverage
- Some Inbuilding and outdoor Coverage
- Outdoor Coverage

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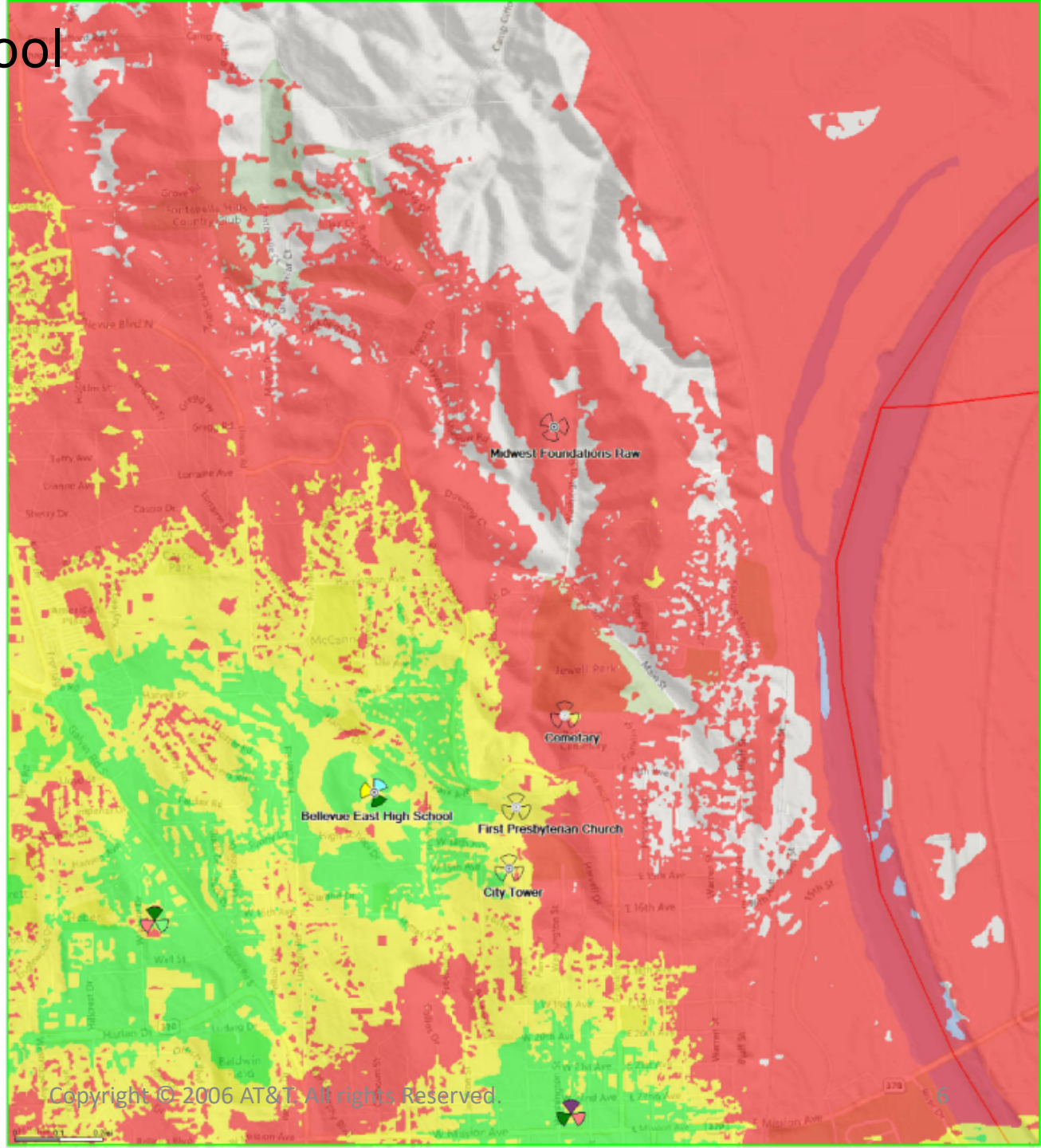
# City Tower



New 1282 C4 Cemetary LTE: RSRP (dBm) 3 Levels -104

- Inbuilding Coverage
- Some Inbuilding and outdoor Coverage
- Outdoor Coverage

# Bellevue High School



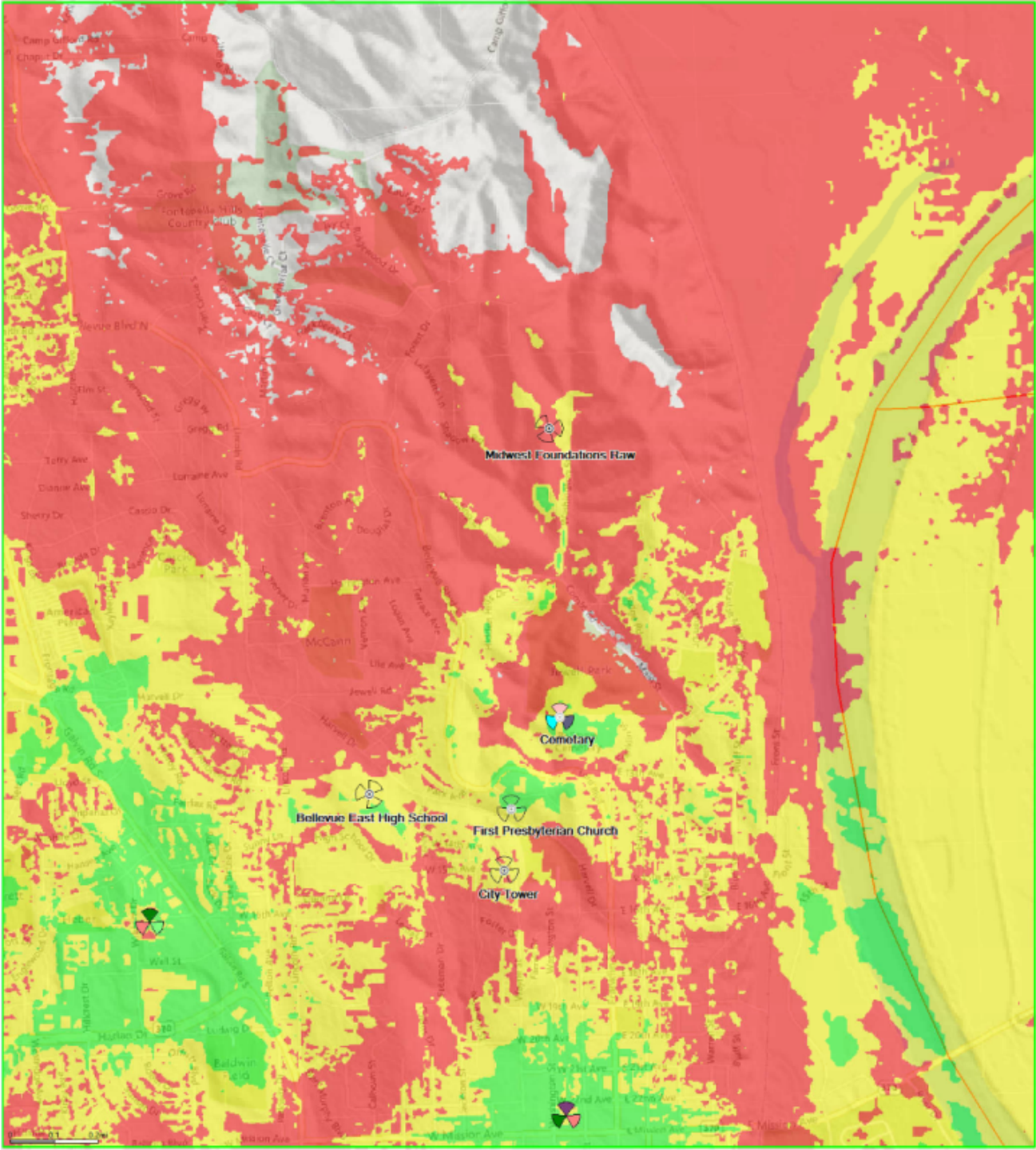
New 1282 C4 Cemetary LTE: RSRP (dBm) 3 Levels -104

- Inbuilding Coverage
- Some Inbuilding and outdoor Coverage
- Outdoor Coverage

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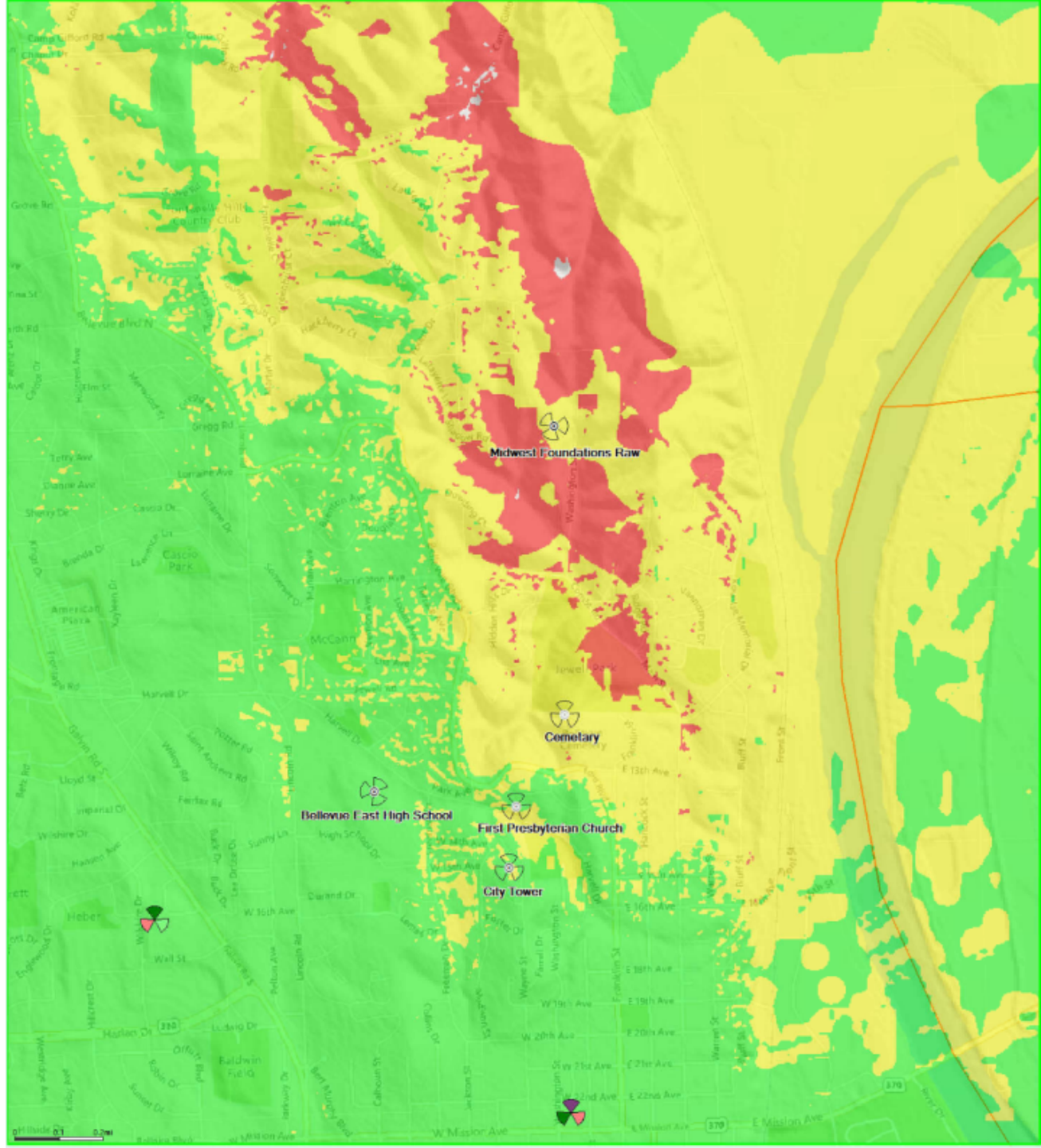
# Cemetery



New 1282 C4 Cemetery LTE: RSRP (dBm) 3 Levels -104

- Inbuilding Coverage
- Some Inbuilding and outdoor Coverage
- Outdoor Coverage

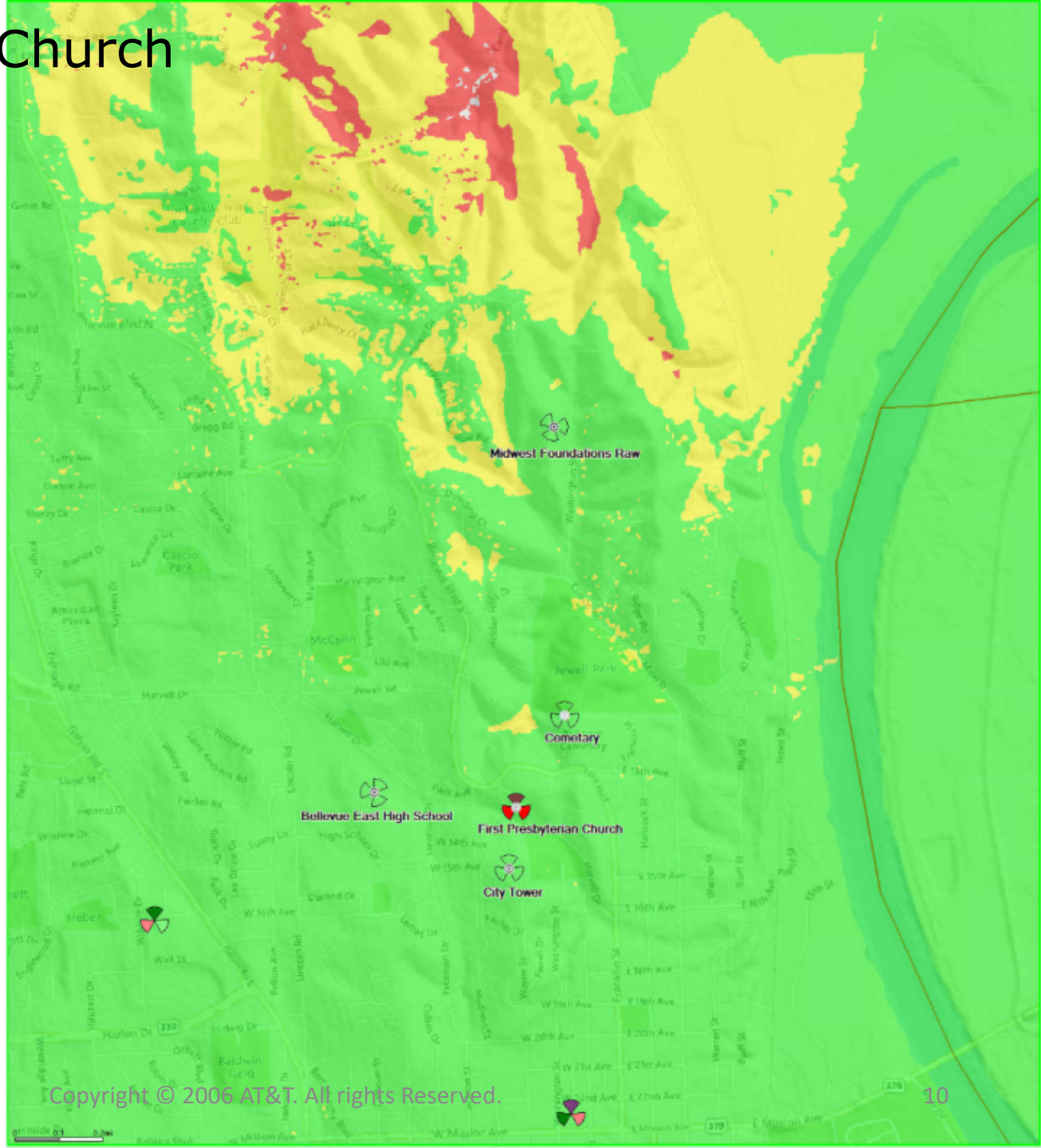
# Existing Coverage



## New 1282 LTE: RSRP (dBm) 3 Levels -122

- $-98 \leq \text{RSRP Level (DL) (dBm)} < 0$
- $-112 \leq \text{RSRP Level (DL) (dBm)} < -98$
- $-122 \leq \text{RSRP Level (DL) (dBm)} < -112$

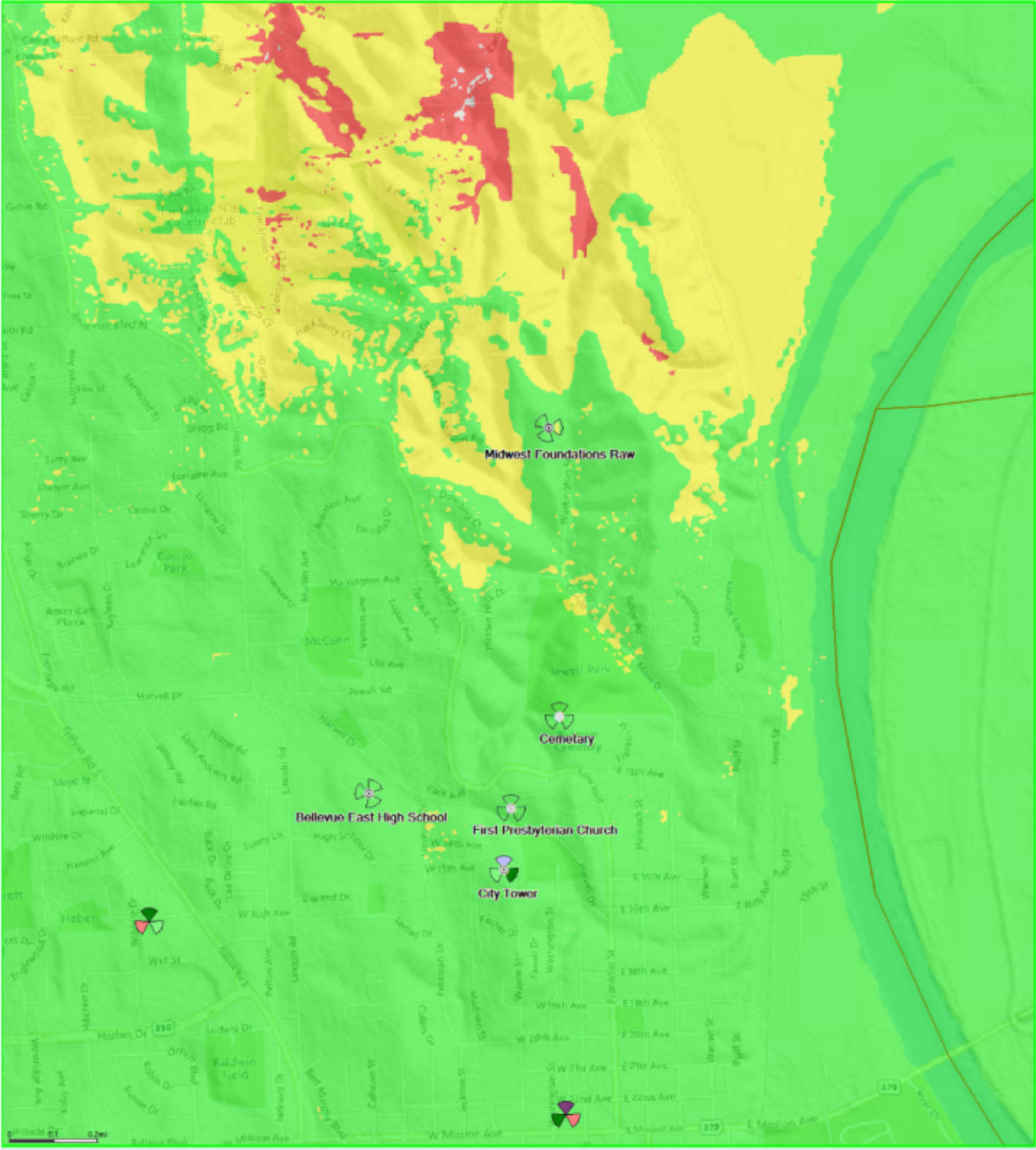
# First Presbyterian Church



**New 1282 LTE: RSRP (dBm) 3 Levels -122**  
-98 <= RSRP Level (DL) (dBm) < 0  
-112 <= RSRP Level (DL) (dBm) < -98  
-122 <= RSRP Level (DL) (dBm) < -112

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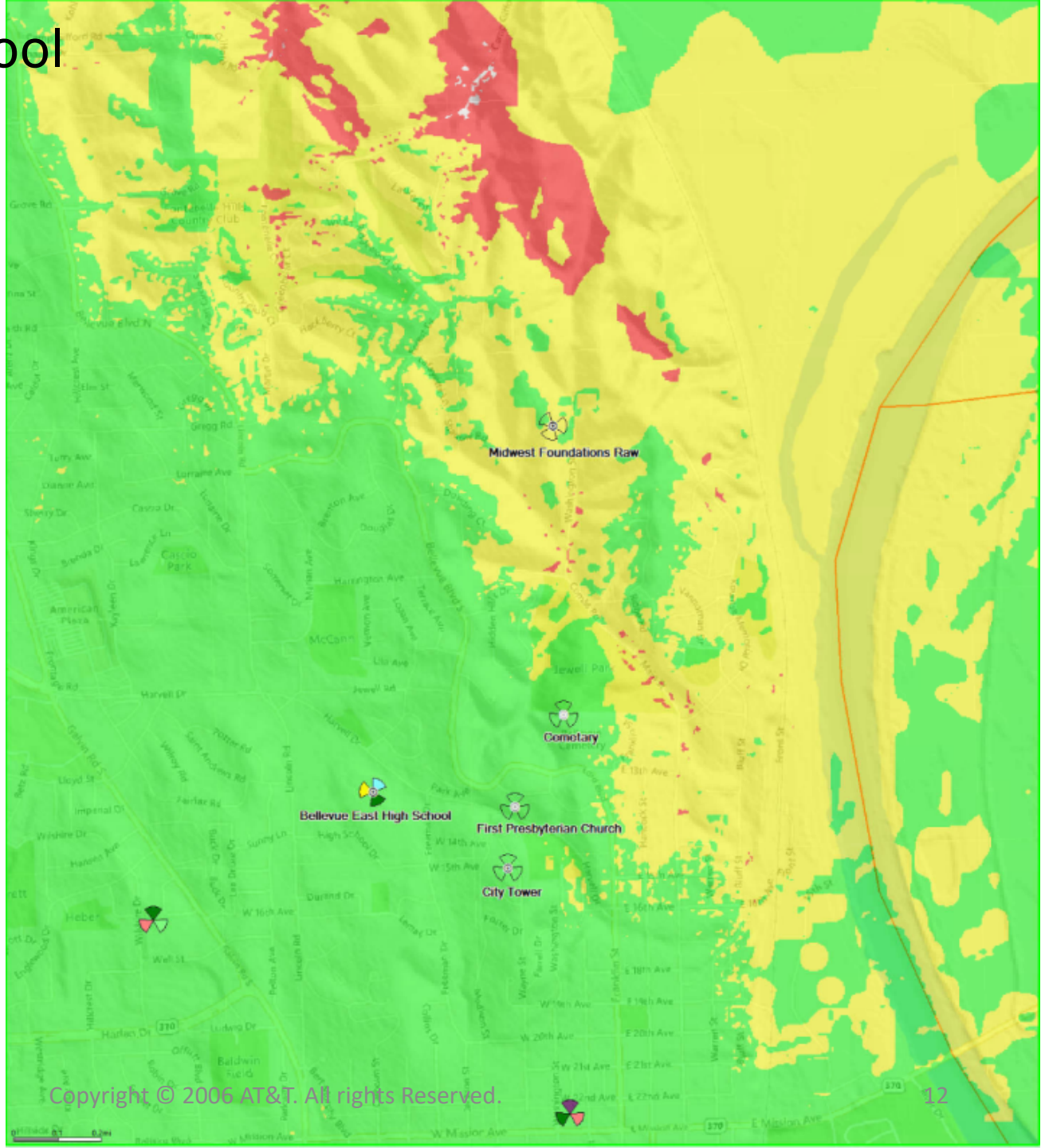
# City Tower



New 1282 LTE: RSRP (dBm) 3 Levels -122

- $-98 \leq \text{RSRP Level (DL) (dBm)} < 0$
- $-112 \leq \text{RSRP Level (DL) (dBm)} < -98$
- $-122 \leq \text{RSRP Level (DL) (dBm)} < -112$

# Bellevue High School

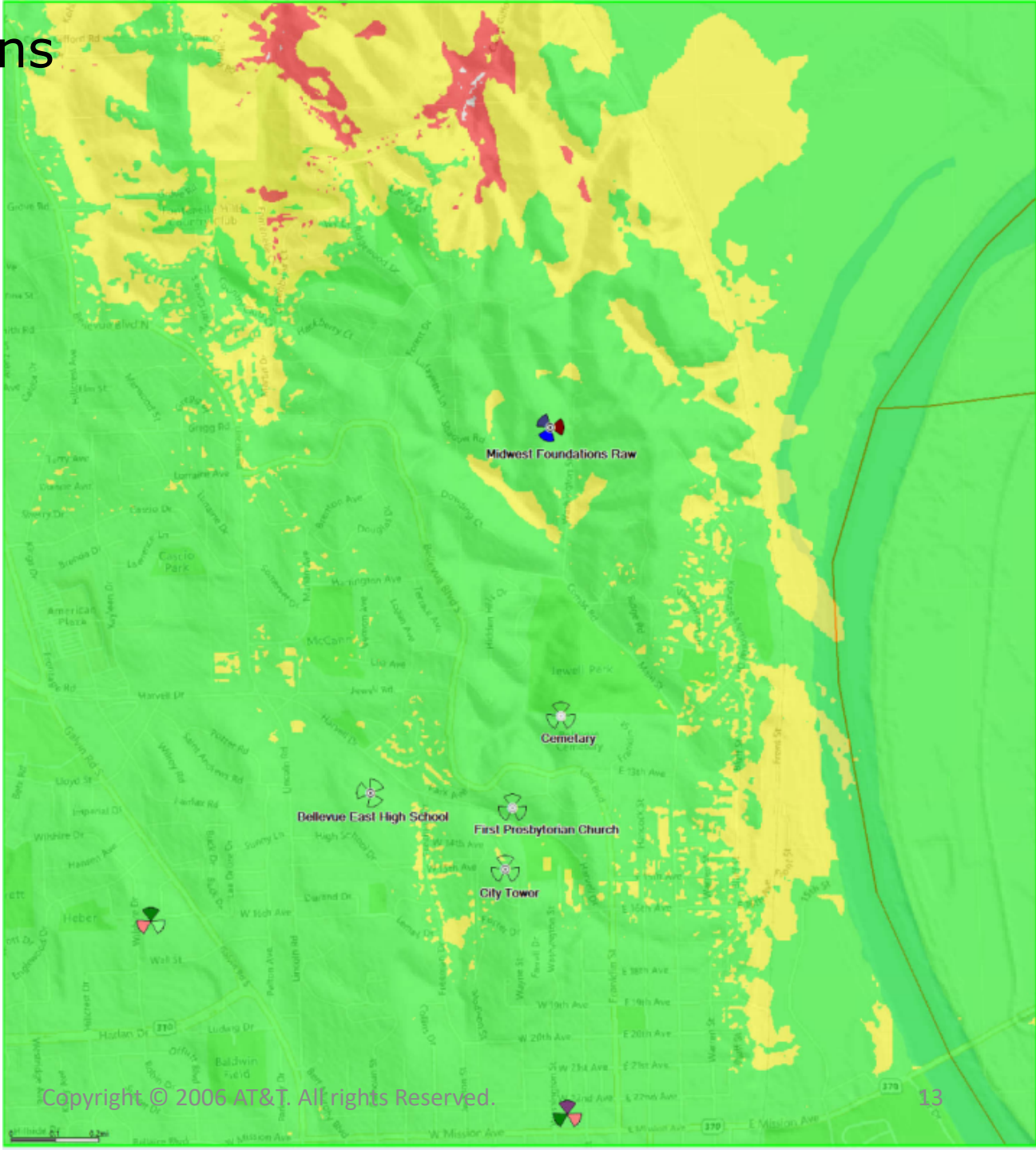


New 1282 LTE: RSRP (dBm) 3 Levels -122

- 98 <= RSRP Level (DL) (dBm) < 0
- 112 <= RSRP Level (DL) (dBm) < -98
- 122 <= RSRP Level (DL) (dBm) < -112

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# Midwest Foundations

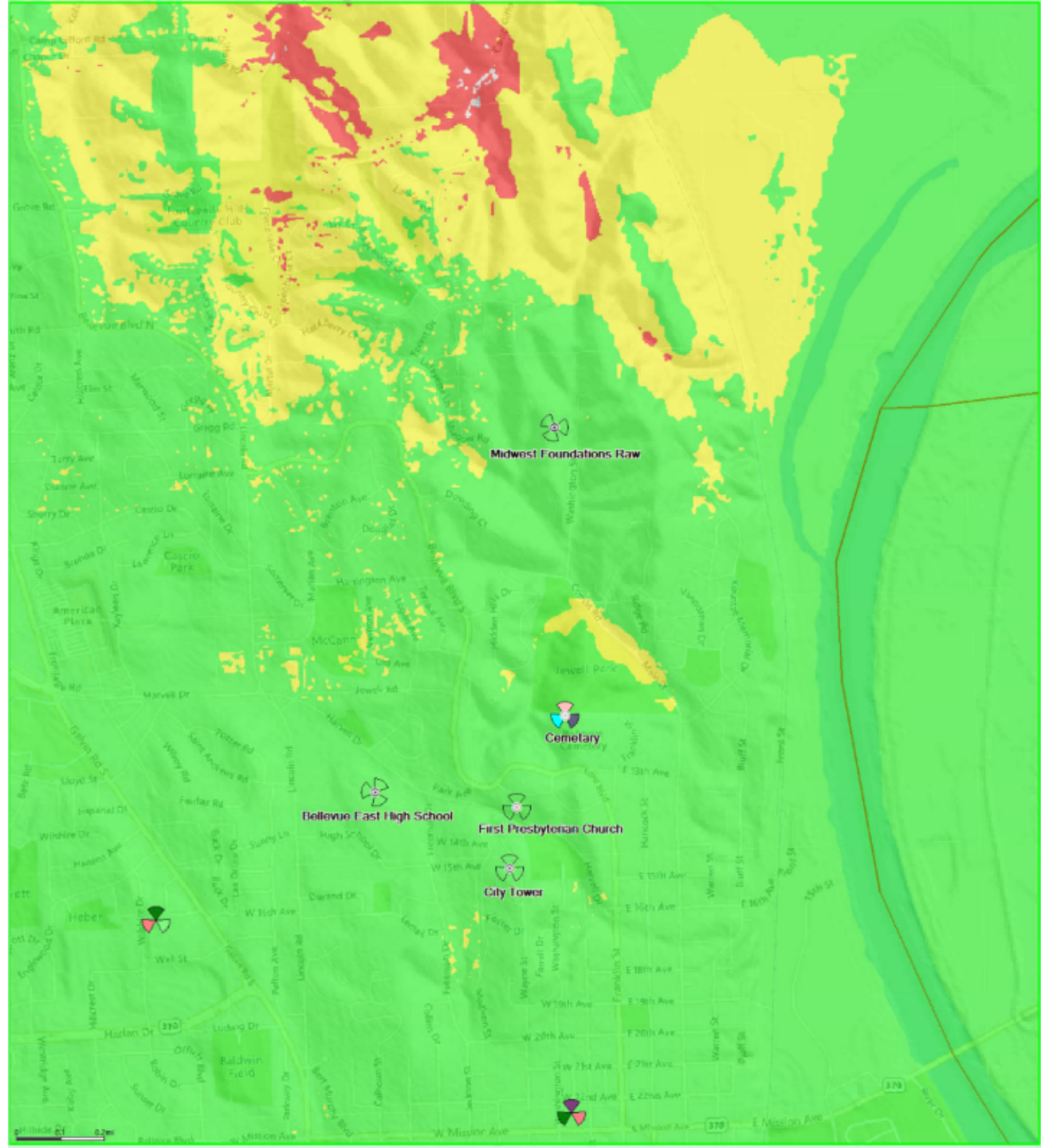


New 1282 LTE: RSRP (dBm) 3 Levels -122

- 98 <= RSRP Level (DL) (dBm) < 0
- 112 <= RSRP Level (DL) (dBm) < -98
- 122 <= RSRP Level (DL) (dBm) < -112

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# Cemetery



New 1282 LTE: RSRP (dBm) 3 Levels -122

- 98 <= RSRP Level (DL) (dBm) < 0
- 112 <= RSRP Level (DL) (dBm) < -98
- 122 <= RSRP Level (DL) (dBm) < -112

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16a.  
4/18/2023

COUNCIL MEETING DATE: 04/18/23		SUBMITTED BY: Finance/CDBG	
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 the 2022 CDBG Subrecipient Agreement with Bellevue Junior Sports Association for the Sports Participation Assistance Program in an amount not to exceed \$ 6,000.00

SYNOPSIS/BACKGROUND:

As part of the 2022 Action Plan approved by the City Council on July 19, 2022, Bellevue Junior Sports Association (BJSA) was approved for funding in an amount not to exceed \$6,000.00 for the Sports Participation Assistance Program which provides scholarships to low- and moderate income families from Bellevue. BJSA has approved and signed the subrecipient agreement which includes the scope of service and all city and federal requirements for the use of CDBG funding.

FISCAL IMPACT: \$6,000.00 BUDGETED FUNDS?: Yes GRANT/MATCHING FUNDS?: No

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes COUNTER-PARTY: BJSA INTERLOCAL AGREEMENT: No

CONTRACT DESCRIPTION: 2022 CDBG Subrecipient Agreement

CONTRACT EFFECTIVE DATE: 04/04/2023 CONTRACT TERM: 1 year CONTRACT END DATE: 04/03/2024

PROJECT NAME: BJSA Sports Participation Assistance Program

START DATE: 04/04/2023 END DATE: 04/03/2023 PAYMENT DATE: INSURANCE REQUIRED: Yes

CIP PROJECT NAME: STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: CDBG-192303 ACCOUNT NUMBER: 60/1903/192303/450/60HUD

RECOMMENDATION:

Approve and authorize the Mayor to sign the CDBG subrecipient agreement with Bellevue Junior Sports Association.

ATTACHMENTS:

1. 2022 CDBG Subrecipient Agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Simon C. Griffin*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
BETWEEN THE CITY OF BELLEVUE AND  
BELLEVUE JUNIOR SPORTS ASSOCIATION  
FOR EXPENDITURE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
B-22-MC-31-0003**

THIS SUBRECIPIENT AGREEMENT FOR CDBG FUNDING entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the subrecipient BELLEVUE JUNIOR SPORTS ASSOCIATION hereinafter referred to as the SUBRECIPIENT and the CITY OF BELLEVUE, COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, a Grantee of the CDBG entitlement program, hereinafter referred to as the GRANTEE.

WHEREAS, the GRANTEE has applied for and received funds, Catalog of Federal Domestic Assistance Number 14-218 (CDBG), from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, the GRANTEE wishes to engage the SUBRECIPIENT to assist in the utilization of Community Development Block Grant (CDBG) funds from the B-22-MC-31-0003 HUD contract in the amount of \$6,000.00 for the Sports Participation Assistance program; and

NOW, THEREFORE, it is agreed between the parties hereto that:

**A. SCOPE OF SERVICE.**

1. Activities. The SUBRECIPIENT agrees to provide the GRANTEE eligible services, activities, and/or programs in accordance with the Community Development Block Grant regulations set forth in 24 CFR Part 570 as amended and the GRANTEE's CDBG program as described in the City of Bellevue's 2019-2023 Consolidated Plan. The GRANTEE will provide funding in the actual amount of expenditure, not to exceed \$6,000.00 from the B-21-MC-31-0003 funding allocation to the SUBRECIPIENT for the purpose of providing sports participation assistance program by offering scholarships to low- and moderate-income youth and children which is eligible under 24 CFR 570.201(e) Public Service. Such program will include the following activities eligible under the CDBG program:

- a. Program Delivery. To provide a participation assistance program including, but not limited to, the registration and participation fees required by specific sports clinics and programs as outlined in the 2022 CDBG application for assistance. The major tasks the SUBRECIPIENT will perform include, but are not necessarily limited to the following:
  - i. Develop program guidelines, eligibility requirements, application forms, and review procedures for the assistance program.
  - ii. Develop program metrics to document program performance in meeting CDBG National Objective goals and income benefit goals outlined in A.1.b-c.
  - iii. Maintain program records documenting participation eligibility including race and ethnic data, household income and other characteristics, and access to services for household benefiting from service provided to meet National Objective requirements and income benefit goals.
- b. Income Benefit Goals. It is anticipated that the program will provide participation assistance for 10 low- and moderate-income households residing within Bellevue city limits.

c. National Objective. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The SUBRECIPIENT certifies that the activity carried out under this agreement will meet the National Objective benefit low- and moderate-income limited clientele benefit by benefiting low- and moderate-income persons.

i. Income Definition. For the purposes of determining whether a person or household is low- and moderate-income, the SUBRECIPIENT will utilize the income definition under 24 CFR 570.3 Income (1)(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

2. Performance Monitoring. The SUBRECIPIENT at such times and in such forms as the GRANTEE may require, shall furnish performance reports pertaining to the activities undertaken pursuant to this Agreement to meet the CDBG National Objective. Such reports shall include, but not be limited to:

a. Statistical information including the number of persons, race, income, and head of household of the persons benefiting; and the number of persons that will be provided with new or improved access to services and/or facilities.

b. Update on the expenditure of funding as well as a timeline for expenditure update.

c. Any additional funds leveraged with CDBG funding.

d. Other reports as required by Section 570.507 of Title 24, 2 CFR Part 200, and as otherwise required by HUD and/or the GRANTEE.

3. Site Visit. The GRANTEE's CDBG staff will perform periodic site visits to ascertain that approved program is proceeding properly. Site visits will include, but are not limited to, a semi-annual monitoring visit and close out visit at the conclusion of the project.

4. Environmental Clearance. The SUBRECIPIENT shall carry out each activity in compliance with Federal laws and regulations described in 24 CFR 570 Subpart K, except that the SUBRECIPIENT does not assume the GRANTEE's environmental review responsibilities described in 24 CFR Part 570.604; and for initiating the review process under provisions of 24 CFR Part 52. All activities must have prior review to ensure environmental conformance through a site-specific review, i.e.: floodplain clearance, airport hazards Asbestos, Americans with Disabilities Act, etc. No grant funds may be disbursed for the project until environmental clearance has been received.

5. Time of Performance. The agreement will remain in effect for twelve (12) months from the date of execution.

6. Ineligible Expenses. General maintenance costs are ineligible CDBG expenses, i.e., mowing, replacement of expended light bulbs, and similar expenses which are necessary for the operation of the facility.

## **B. RECORDS, REPORTING AND PAYMENT SCHEDULES.**

1. The amount available to the SUBRECIPIENT for eligible activities under this agreement shall not exceed \$6,000.00. Payments may be contingent upon certification of the SUBRECIPIENT's financial management system in accordance with acceptable standards specified in 2 CFR Part 200.302.

2. Records and Reporting. The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570 that are pertinent to the activities to be funded under this AGREEMENT. Such records shall include but are not limited to:

- a. Records providing a full description of each activity undertaken, including compliance with standards for public services in 24 CFR 570.201(e);
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program per 24 CFR 570.208;
- c. Records required to determine the eligibility of activities per 24 CFR 570 Subpart C;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 570.84.21-58; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

\_\_\_\_\_ 3. UEI Number. The SUBRECIPIENT must maintain a Subrecipient Unique Entity Identifier (UEI), formerly known as the DUNS number, registered in the System for Award Management (SAM) through the completion of the agreement. The GRANTEE must be able to verify the SUBRECIPIENT's registered UEI number with SAM.gov prior to any grant funding being disbursed.

\_\_\_\_\_ 4. Quarterly Reporting. The SUBRECIPIENT shall provide the GRANTEE with quarterly activity reports through the completion of the funded activity. All activity reports are due to the CDBG Office of the GRANTEE on or before the 15th day of the month following the end of a quarter. Failure to submit said reports in a timely manner may delay reimbursement to the SUBRECIPIENT for grant-eligible expenses. The CDBG Fiscal Year will be October 1<sup>st</sup> to September 30<sup>th</sup>. In the event quarterly activity reports are not provided, the GRANTEE may withhold disbursement of grants funds until all delinquent reports are provided. Quarters will be:

- a. 1<sup>st</sup> Quarter: October – December,
- b. 2<sup>nd</sup> Quarter: January – March,
- c. 3<sup>rd</sup> Quarter: April – June, and
- d. 4<sup>th</sup> Quarter: July – September.

5. Record Retention. The SUBRECIPIENT shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this agreement for at least five (5) years from the date of submission of the final activity report or until all audit findings have been resolved, whichever is later. The SUBRECIPIENT shall, as often as deemed necessary by the GRANTEE, permit authorized representatives of the GRANTEE and HUD to have full access to and the right to fully examine all such material.

6. Beneficiary Data. The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided under the National Objective per 24 CFR 570.208. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTEE monitors or their designee for review upon request.

7. Disclosure. The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the activity with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving the service and, in the case of a minor, that of a responsible parent/guardian.

8. Purchasing Procedures.

- a. For the purchase of supplies or contractual services, the SUBRECIPIENT will adhere to the following procedures:
  - i. \$0.00 to \$1,000.00 – Best Effort Pricing: Employee shall endeavor to obtain the best price for the item(s) through research or consultation with the Purchasing Agent.
  - ii. \$1,000.00-\$9,999.99 - Telephone Quotes: All purchases of supplies, equipment or contractual services in an amount of \$1,000 but under \$10,000.
  - iii. \$10,000.00-\$29,999.99 - Informal Bidding: Not published but competitive and documented for all purchases of supplies, equipment or contractual services in an amount \$10,000 but under \$30,000.
  - iv. \$30,000.00 or more - Formal Bidding (sealed bids): Published for all purchases of supplies, equipment or contractual services in an amount of \$30,000 or more.
- b. The SUBRECIPIENT will submit the bids/quotes to the GRANTEE CDBG Office. Upon approval by the GRANTEE CDBG Office, a Notice to Proceed will be issued.

## 9. Contracting.

- a. The SUBRECIPIENT shall not assign or transfer any interest in this agreement without the prior written consent of the GRANTEE; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the GRANTEE under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the GRANTEE. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to the agreement.
- b. Subcontracts
  - i. Approvals. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the GRANTEE prior to the execution of such agreement.
  - ii. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written quarterly reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
  - iii. Content. The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - iv. Selection Process. The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. All subcontractors must have a UEI number indicating eligibility to work on federal projects and be registered in the System for Award Management ([www.sam.gov](http://www.sam.gov)) and maintain a City of Bellevue contractor's license as required. Executed copies of all subcontracts shall be forwarded to the GRANTEE along with documentation concerning the selection process.

## 10. Request for Payment.

- a. Request for funds may be made by the SUBRECIPIENT upon satisfactory completion of project requirements as specified in the agreement. The SUBRECIPIENT must submit a cover sheet or invoice requesting reimbursement for allowable expenses signed by the Authorized Representative, a copy of the original invoice, and any additional requested documentation.

The GRANTEE will reimburse the SUBRECIPIENT directly. The request will be reviewed for payment by the GRANTEE and submitted for approval by the City Council during meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month. The GRANTEE will not be responsible for any late fees incurred and will not reimburse the agency for any late fees paid. There is no guarantee that funds will be reimbursed within a month's time. The payments are made only from monies available to the GRANTEE through the CDBG program and are subject to the availability of such funds.

- b. The SUBRECIPIENT's right to incur expenses under this Agreement shall cease upon expiration of Agreement. All requests for reimbursement on expenditures made prior to expiration of Agreement must be requested within thirty (30) days after expiration. Unless expressly authorized by the GRANTEE in writing, expenditures not requested within the thirty (30) day period after expiration of Agreement shall be disallowed and all funds shall be reclaimed by the GRANTEE.
- c. Any expenses incurred or subcontracts executed prior to the approval of the subrecipient agreement will not be eligible for reimbursement.

11. Program Income. In accordance with 24 CFR 570.504(c), any program income as defined in 24 CFR 570.500, generated by activities carried out with CDBG funds made available under this agreement shall be reported quarterly to the GRANTEE by the SUBRECIPIENT. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504 and 2 CFR 200.307.

12. Timeliness. Funding allocated as part of this agreement must be expended within 12 months from the date of the agreement. The agreement may be eligible for one extension for one additional year.

- a. Agreement Extension Request. To be eligible for an agreement extension, the SUBRECIPIENT must provide a written request with narrative explaining the reason for the delay in project completion, an updated timeline for project completion, and any additional information as requested by the GRANTEE. The GRANTEE CDBG staff will review the request and prepare the request for City Council consideration. The GRANTEE CDBG staff reserves the right to reallocate any unexpended funds upon expiration of the agreement.

13. Close-outs.

- a. The SUBRECIPIENT's obligation to the GRANTEE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advance, program income balances, an accounts receivable to the GRANTEE), and determining the custodianship of records. Notwithstanding the foregoing, the terms of the Agreement shall remain in effect during any period that the SUBRECIPIENT has control over CDBG funds, including program income.
- b. Upon expiration or termination of the Agreement, the SUBRECIPIENT will provide final versions of all financial performance, and other reports that were a condition of the funding agreement, including, but not limited to:
  - i. A final performance report,
  - ii. A final request for payment, and
  - iii. A final inventory of property in the SUBRECIPIENT's possession that was acquired or improved with CDBG funds.

### **C. GENERAL COMPLIANCE.**

1. The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except the (1) the SUBRECIPIENT does not assume the GRANTEE's environmental responsibilities described in 2 CFR 570.604 and (2) the SUBRECIPIENT does not assume the GRANTEE's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.
2. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The GRANTEE shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
3. Hold Harmless. The SUBRECIPIENT, to the extent permitted by law, shall hold harmless, defend and indemnify, the GRANTEE from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.
4. Grantor Recognition. The SUBRECIPIENT shall insure recognition of the role of the GRANTEE in providing services through this agreement. All activities, facilities and items utilized pursuant to this agreement shall be prominently labeled as funded with CDBG funds from the GRANTEE. In addition, the SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this agreement.
5. Amendments. The GRANTEE or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve the GRANTEE or SUBRECIPIENT from its obligations under this Agreement.

The GRANTEE may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both the GRANTEE and SUBRECIPIENT.

6. Eligibility Restrictions for Certain Resident Aliens. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The Grantee shall provide the City with any guidelines necessary for compliance with that portion of the regulation.

7. Architectural Barriers Act and Americans with Disabilities Act. The SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. The SUBRECIPIENT also agrees to comply with federal regulations issued pursuant to compliance with the Americans with Disabilities Act which provide comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

#### **D. OTHER PROGRAM REQUIREMENTS.**

##### **1. Civil Rights.**

- a. Compliance. The SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b. Nondiscrimination. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, and providing that the GRANTEE and the United States are beneficiaries of the deed or lease entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504. The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any federally assisted program. The GRANTEE shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

## 2. Affirmative Action.

- a. Plan. The SUBRECIPIENT agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b. Women and Minority Owned Business Enterprises (W/MBE). The SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises Title 49 Code of Federal Regulations Part 23, the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish- speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c. Access to Records. The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the GRANTEE, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- d. Notifications. The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understandings, a notice, provided by the agency contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. EEO/AA Statement. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- f. Subcontracting Provisions. The SUBRECIPIENT will include the provisions of Section D Paragraph 1, Civil Rights, and 2, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontracts.

## 3. Employment Restrictions.

- a. Prohibited Activity. The SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities; lobbying, political patronage, and nepotism activities.
- b. Labor Standards. The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Contract: Work Hours and Safety Standards Act, the Copeland "Anti- Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. The SUBRECIPIENT shall maintain documentation

which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the GRANTEE for review upon request.

The SUBRECIPIENT agrees that all contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this agreement, shall comply with Federal requirements adopted by the GRANTEE pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT will cause or require to be inserted in full, in all contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- ii. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. "Section 3" Clause.

- i. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as detailed in 24 CFR 75(a)(2)(i). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- ii. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- iii. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- iv. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- v. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- vi. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- vii. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- viii. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in

employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Conduct.

- a. Assignability. The SUBRECIPIENT shall not assign or transfer any interest in this contract without the prior written consent of the GRANTEE. Notice of any such assignments or transfer shall be furnished promptly to the GRANTEE.
- b. Subcontracts. The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this agreement without the written consent of the GRANTEE prior to the execution of such agreement.
  - i. Monitoring. The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
  - ii. Content. The SUBRECIPIENT shall cause all the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
  - iii. Selection Process. The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

5. Hatch Act. The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

6. Conflict of Interest. The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or any designated public agencies or Subrecipients which are receiving funds under the CDBG Entitlement program.

7. Lobbying. The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and
  - d. Lobby Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
8. **Copyright.** If this agreement results in any copyrightable materials or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.
  9. **Religious Organization.** The SUBRECIPIENT agrees that funds provided under this agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
  10. **Relocation and One-For-One Housing Replacement.** The displacement of any person as a direct result of rehabilitation for a CDBG-assisted project must comply with 24 CFR 570.606 and 49 CFR Part 24. The SUBRECIPIENT will conduct the CDBG activities so as to minimize displacement, and if displacement occurs, the displaced persons or entities must be provided assistance consistent with the Uniform Relocation Act.

#### **E. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

1. The SUBRECIPIENT shall comply with the administrative regulations, including, but not limited to, 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" Final Guidance applicable to HUD Federal Award Recipients. Requirements and standards under 2 CFR 200 which supersedes, consolidates, and streamlines requirements from eight OMB Circulars, including: (1) A-21, Cost Principles for Educational Institutions, (2) A-87, Cost Principles for State, Local, and Indian Tribal Governments, (3) A-89, Catalog of Federal Domestic Assistance, (4)A-102, Grants and Cooperative Agreements with State and Local Governments,(5) A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, (6) A-122, Cost Principles for Non-Profit Organizations, (7) A-133, Audits of States, Local Governments, and Non-Profit Organizations, and (8) The guidance in OMB Circular A-50, Audit Follow Up, on Single Audit Act follow-up.
2. **Cost Principles.** The SUBRECIPIENTS shall comply with the requirements under 2 CFR 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
3. **Audits.** The SUBRECIPIENT is required to comply with 2 CFR 200, Subpart F, as applicable, which supersedes OMB Circular A-133 "Audits of Institutions of State, Local Government, and Nonprofit Institutions". If the SUBRECIPIENT spends \$750,000 or more a fiscal year in Federal awards, the

SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with the OMB Super Circular.

**F. INSURANCE REQUIREMENTS.**

1. Worker's Compensation. The GRANTEE also requires the SUBRECIPIENT to carry workers compensation with a waiver of subrogation and a \$500,000.00 limit.
2. Insurance and Bonding. The SUBRECIPIENT shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud and/or undue physical damage and comply with insurance requirement of 2 CFR 200.310. The SUBRECIPIENT is required to list the GRANTEE as additional insured with waiver of subrogation. The GRANTEE requires contracting insurance of \$1,000,000.00 limit for General Liability with a \$2,000,000.00 aggregate. The GRANTEE will review insurance requirements on a case-by-case basis if this a burden or not applicable under specific agreements.

**G. AGREEMENT MODIFICATIONS.**

1. In the event the parties fail to agree on changes or interpretations of this agreement, the decision of the GRANTEE shall prevail. In the event of any disagreement between the SUBRECIPIENT and the GRANTEE relating to the funded activity and materials purchased and its conformity to the requirements of this agreement, the decision of the GRANTEE shall prevail.
2. This agreement is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the GRANTEE.
3. Except as otherwise provided in this agreement, the rehabilitation activities to be completed and the total grant award may be modified only by written agreement of the authorized representatives of the parties to this agreement.

**H. REVERSION OF ASSETS.**

1. Any CDBG funds on hand at the time the agreement expires, including accounts receivable, shall be returned. The SUBRECIPIENT assures that any real property acquired or improved with CDBG funds in excess of \$25,000 meets the requirements specified in 24 CFR 570.503(b)(7). The SUBRECIPIENT will not have control of CDBG funds, nor will any property be purchased in excess of \$25,000.

**I. SUSPENSION OR TERMINATION OF AGREEMENT.**

1. In accordance with 24 CFR 85.43, the GRANTEE may suspend or terminate this agreement should the SUBRECIPIENT violate any terms or conditions thereof.
2. This agreement may be terminated or suspended in whole or in part at any time by the GRANTEE for cause. The GRANTEE may refuse to disburse additional funds or require return of all or part of funds already disbursed. The decision of the GRANTEE shall prevail. Grounds constituting cause include but are not limited to:

- a. Failure by the SUBRECIPIENT to comply with the provisions of this agreement or with any applicable laws, regulations, guidelines or procedures, or is unduly dilatory in executing its commitments under this agreement.
  - b. Purposes for the funds have not been or will not be fulfilled, or would be illegal to carry out.
  - c. The SUBRECIPIENT has submitted incorrect or incomplete documentation pertaining to this agreement.
3. In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.
4. In the event of termination or suspension, all materials/equipment purchased through the agreement shall, at the option of the GRANTEE, become the property of the GRANTEE, and the SUBRECIPIENT shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of such action. The option of the GRANTEE constitutes a security interest in any materials/equipment purchased or property improved by expenditure of the funds for as long as such materials/equipment or improvements have any value unless the GRANTEE declines its option or releases its security interest. Recording of this agreement shall be effective as a financing statement noticing the security interest of the GRANTEE as created herein. In addition, the GRANTEE shall have a lien against the improved real estate to the extent of expenditures of these funds and to secure repayment of such funds in the event of cessation of operations, sale, transfer of the property in any manner whatsoever, voluntary or involuntary receivership, or application for bankruptcy by the SUBRECIPIENT.

**J. NOTICES.**

1. All notices required or permitted to be given under this agreement may be personally delivered or mailed to the following addresses.
  - a. To GRANTEE: City Administrator  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005
  - b. To SUBRECIPIENT: President, Board of Directors  
Bellevue Junior Sports Association  
1001 High School Drive  
Bellevue, NE 68005
  - c. Copy to: Finance Director  
City of Bellevue  
1500 Wall Street  
Bellevue, NE 68005

\_\_\_\_\_  
Rusty Hike, Mayor  
City of Bellevue, Nebraska

*Phyllis Thrower*  
\_\_\_\_\_  
Phyllis Thrower, President  
Bellevue Junior Sports Association

\_\_\_\_\_  
Rich Severson, Finance Director  
City of Bellevue, Nebraska

*Matt Goetz*  
\_\_\_\_\_  
Matt Goetz, Program Director  
Bellevue Junior Sports Association

ATTEST:

\_\_\_\_\_  
Susan Kluthe, City Clerk  
City of Bellevue, NE

STATE OF NEBRASKA     )  
  ): SS.  
COUNTY OF SARPY     )

The undersigned, a notary public qualified in and for said county, does hereby certify that Rusty Hike and Susan Kluthe, whose names as Mayor and City Clerk respectively, of the City of Bellevue, Nebraska, a municipality of the first class and political subdivision of the State of Nebraska, are signed to the foregoing instrument and who are each known to me and known to be such officers, acknowledged before me on this 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 official seal.

Signature: \_\_\_\_\_

(Affix Notarial Seal)

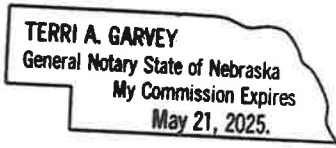
My Commission Expires: \_\_\_\_\_

STATE OF NEBRASKA     )  
  ): SS.  
COUNTY OF SARPY     )

The above and foregoing instrument was acknowledged before me this 28 day of February 2023 by Phyllis Thrower, President, Bellevue Junior Sports Association, on behalf of the organization.

My Commission Expires:

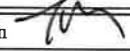
May 21, 2025



*Terri A. Garvey*  
\_\_\_\_\_  
NOTARY PUBLIC

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16b.  
4/18/2023

COUNCIL MEETING DATE: 04/18/2023		SUBMITTED BY: Capt. Tim Melvin 	
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:

Metro Drug Task Force Agreement

SYNOPSIS/BACKGROUND:

The Bellevue Police Department has been a member of the Metro Drug Task Force since the early 1990's and our current agreement expired in 2022. The Metro Drug Task Force Agreement allows BPD Detectives to investigate drug crimes that occur in Bellevue and the metro area. We are able to get resources from other metro law enforcement agencies for our drug investigations. The new agreement will be for 5 years.

FISCAL IMPACT:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NUMBER:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

Sign agreement

ATTACHMENTS:

1. <input type="text" value="Metro Drug 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:


## AMENDED INTERLOCAL COOPERATION AGREEMENT

1. It is the present belief of informed law enforcement administrators that the law enforcement effort against crime and drug trafficking in the Omaha/East Central Nebraska and West Central Iowa Metropolitan area can best be conducted from a centralized multi-agency location.

2. In order for the several hereinafter designated governmental units to make the most efficient use of their powers by enabling them to cooperate with each other, and other governmental agencies, on a basis of mutual advantage and in a manner that will accord best with geographic, economic, population and other factors, the following agencies signatory hereto do, under the authority of the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 et seq., hereby enter into an agreement for five (5) years, with two automatic one year extensions with the following terms and conditions.

3. The purpose of this Agreement is to allow the parties hereto an opportunity to participate in a grant funded project facilitating the establishment of a joint work environment as an effort to address the law enforcement needs in the Omaha/East Central Nebraska and West Central Iowa Metropolitan area. This Agreement neither creates powers above and beyond those granted each agency by federal and state statutes and/or city ordinances, nor does it create a new enforcement authority. Each participating agency shall maintain its own integrity.

4. It is the intention of the participating agencies to staff a single facility (hereinafter "the facility") with personnel assigned to narcotics enforcement and related functions, thereby eliminating duplication and inefficiency. Maximum intra-departmental and inter-departmental communication is the expected result.

5. Each participating agency shall retain title to any and all property, resources,

and equipment brought into the Agreement by them and upon termination shall remove such property from the facility. Any property, resources, or equipment purchased or donated on behalf of the participating agencies collectively, shall be disposed of upon termination in accordance with the guidelines of the funding agency then in effect. In the absence of such guidelines, residual assets shall accrue to each participating agency in equal shares.

6. This Agreement shall be effective upon execution by all participating agencies and shall continue in effect for five (5) years. The agreement shall automatically renew for two (2) additional one-year terms unless any party to the Agreement gives thirty (30) days written notice to the other participating agencies as to its desire to terminate or amend the Agreement.

7. The City of Omaha Police Department, the Sarpy County Sheriff, the City of Bellevue Police Department, the City of Papillion, the Douglas County Sheriff, and the Council Bluffs Police Department are beneficiaries and/or obligers as provided in the High Intensity Drug Trafficking Area Grant which is attached and incorporated herein by this reference as Exhibit A, together with any amendments, extensions, renewals, continuations, subordinate agreements and conditions (herein referenced to as "the Grant").

8. This Agreement hereby establishes an Advisory Board comprised of the chief law enforcement officer of each participating agency or his/her designee. The Advisory Board shall act by majority vote of its members. To ensure continuity among the participating agencies, regular attendance at quarterly Board meetings is necessary.

9. Fiscal administration of the Grant and the facility and other activities provided for in this Agreement shall be the responsibility of the Finance Director of the

City of Omaha or his/her designee. No tax authorized by NEB. REV. STAT. §§ 13-318 to 13-326 shall be levied, collected, or accounted for under this Agreement.

10. Functional administration, or the day-to-day operation of the facility and activities as provided for in this Agreement, shall be the responsibility of the Police Chief of the City of Omaha, or his/her designee, known as the “Functional Administrator.”

a. To assist in paying miscellaneous expenses incurred in the day-to-day operation of the facility and its activities which are not within the rental payments, throughout the term of this Agreement the City of Omaha shall receive One Hundred Dollars (\$100.00) per month from each **federal** agency that is a participating agency.

b. In addition, if lease payment contributions are made by the participating non-federal agencies as described in paragraph No. 12 of this Agreement, the City of Omaha shall receive 1% of such contributions.

11. The Functional Administrator, as defined in paragraph No. 10, shall be responsible for the general overall operation of the facility. These duties shall include:

a. Collect and tabulate from each participating agency all statistical information required by the Grant and provide a report of such information to the Advisory Board as needed.

b. Monitor the expenditure of federal and matching funds through frequent contact with the Fiscal Administrator.

c. Maintain proper documentation for grant audit requirements.

d. Ensure proper maintenance of the facility building, including custodial services.

e. Provide or cause to be provided such training as deemed appropriate

to all assigned personnel.

f. Inventory all grant-provided equipment that is placed within the facility.

g. Such other duties as are necessary to the successful operation of this project.

12. In addition to the Functional Administrator, a lieutenant from the Omaha Police Department shall be responsible for managing the Metro Drug Task Force and will report to the Advisory Board at the quarterly meetings and shall be known as the "Task Force Commander." The Task Force Commander is responsible for managing the High Intensity Drug Trafficking Association "purchase evidence/purchase information" account which all participating agencies shall have available to them for use as "buy funds" for payments for confidential informant payments. All personnel assigned to the Metro Drug Task Force shall adhere to the published by-laws. It shall be the responsibility of the Task Force Commander to ensure that all members observe the policies and procedures.

13. The Fiscal Administrator is authorized to secure by lease (not to exceed ten years, exclusive of options to renew) appropriate premises suitable for housing the operation and personnel necessary to fulfill the purpose of this Agreement ("the facility"). It is understood that the annual rental, common area charges and utilities shall not exceed Two hundred and forty-five thousand dollars (\$245,000.00) and that payments shall be made from funds provided by the Grant or by available City funds. If any such funds are not available, then each agency shall contribute on the following percentage basis to each quarterly lease payment:

City of Bellevue	1.3%
City of Council Bluffs	1.3%
Douglas County Sheriff	1.3%
City of Papillion	1.3%
City of Omaha	88.8%
Sarpy County Sheriff	7%
 Total	 <u>101%</u>

Each, participating agency shall be personally responsible for its own telephone communication service including receivers, instruments, wiring and such other materials as are necessary.

14. The percentage contributions stated in paragraph No. 13 are hereby fixed for the term of the lease unless revised in accordance with this Agreement. The Functional Administrator may, with the approval of the Advisory Board, provide for occupancy by additional law enforcement agencies and adjust percentages to reflect such actual usage. Annually during September, the Functional Administrator may, with the approval of the Advisory Board, adjust these percentage contributions to account for changes in the number of agency personnel assigned to the facility, including a decrease due to an agency discontinuing participation under this Agreement.

15. Rent or utilities payable hereunder for any period of time less than one month shall be determined by prorating the monthly percentage herein specified based on the actual number of days in the month. Any invoices for rent and utilities shall be submitted monthly by the Fiscal Administrator to each participating agency. Payment shall be remitted to the City of Omaha Finance Director, Omaha/Douglas Civic Center,

1819 Farnam Street, Omaha, NE 68183.

16. Each participating agency acknowledges the following specified benefits and obligations:

a. The City of Omaha Police Department shall provide two (2) clerical personnel, five (5) police investigators, and one (1) police sergeant who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

b. The Sarpy County Sheriff shall provide one (1) sergeant, who shall be used for match value, and two (2) investigators who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

c. The City of Bellevue Police Department shall provide one (1) investigator who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

d. The City of Council Bluffs shall provide one (1) police officer who shall work in the furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

e. The Douglas County Sheriff shall provide one (1) sergeant, who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

f. The Papillion Police Department shall provide one (1) officer, who shall work in furtherance of this Agreement and shall be reimbursed by the Fiscal Administrator in an amount set annually by the Advisory Board.

g. Each participating agency receiving reimbursement for services shall provide to the Fiscal Administrator reports of hours worked in such form as the Fiscal Administrator may designate. The Fiscal Administrator shall disburse earned reimbursement funds quarterly to the appropriate political subdivisions.

17. All participating agencies assigning personnel under this Agreement understand and agree that:

a. Such personnel shall at all times remain an employee of and under the ultimate direction and control of the assigning agency; and

b. Shall be compensated by the assigning agency including workers' compensation; and

c. Shall be defended and indemnified by that agency; and shall be deemed to be acting in the course and scope of employment with that participating agency; and

d. All personnel assigned to the Task Force must possess, or exceed the minimum qualifications established by the Nebraska Police Standards Advisory Council or comparable state oversight board which sets standards for the agency; and

e. All personnel assigned to the Task Force shall be in good standing with and shall have successfully completed his/her probationary period with the assigning agency.

18. Each participating agency acknowledges that the United States. Department of Justice, Federal Bureau of Investigation, will provide and maintain a security alarm for the facility at its cost; agrees to abide by all standard and special conditions in the Grant; acknowledges that related federal agencies may occupy space in the facility; and understands that they are committed to pay utilities and maintenance costs as provided herein.

19. This Agreement may be modified only by written amendment, duly executed by authorized officials of the Parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto. Every amendment shall specify the date on which its provisions shall be effective. However, none of the parties may assign its rights under this Agreement.

20. Any participating agency may withdraw from this Agreement upon 30 days written notice to all participating agencies and upon the affirmative vote of a majority of its members; the Advisory Board may terminate this Agreement at any time during its term. This Agreement may be extended in accordance with applicable law and regulations.

21. Proceeds derived from an asset forfeiture initiated in the course of investigations conducted by the Metro Drug Task Force will be shared equitably among participating agencies that actually participated in the investigation leading to the forfeiture. The equitable sharing will be determined based on the manpower contributions by each agency that participates in the investigation that leads to the forfeiture. The seizing, tracking, and disbursing of assets shall be carried out in compliance with state and federal forfeiture guidelines.

22. Pursuant to and in order to be in compliance with Neb.Rev.Stat. § 4-114(2), the participating agencies shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. §1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify

the work eligibility status of a newly hired employee. lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat. §§ 4-108 - 113.

23. During the performance of this Agreement, the participants agree as follows:

(a) Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the agency officer setting forth the provisions of this nondiscrimination clause.

(b) The agency will, in all solicitations or advertisements for employees placed by or on behalf of the agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin."

24. Each Party will indemnify, defend and hold harmless the other Party from any and all liability, expense, cost, attorney's fees, claim, judgment, suit and / or cause of action (whether or not meritorious), settlement, or demand for personal injury, death or damage to tangible property which may accrue against the other Party to the extent it is caused by the negligent acts or omissions of the Indemnifying Party, its officers, employees, agents, or subcontractors while performing their

duties under this Agreement, provided that the other Party gives the Indemnifying Party prompt, written notice of any such claim, suit, demand or cause of action. The other Party shall cooperate in the defense or settlement negotiation of such claim, suit, demand or cause of action. The provisions of this section shall survive expiration or termination of this Agreement. These Indemnification provisions are not intended to waive a Party's sovereign immunity. A Party's liability is governed by and limited to the extent provided by the Nebraska Political Subdivision Tort Claims Act or other applicable provisions of law.

25. Parties to this Agreement shall conform with all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the courts of the State of Nebraska.

**“PARTICIPATING AGENCIES”**

**UNITED STATES DEPARTMENT OF JUSTICE**

Drug Enforcement Administration

---

<b>Special Agent in Charge</b>	<b>Date</b>
Omaha Office	

**UNITED STATES DEPARTMENT OF TREASURY**

Internal Revenue Service

---

Special Agent in Charge                      Date

**CITY OF OMAHA, NEBRASKA**

The City of Omaha

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**CITY OF BELLEVUE, NEBRASKA**

The City of Bellevue

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**CITY OF COUNCIL BLUFFS, IOWA**

The City of Council Bluffs

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**SARPY COUNTY, NEBRASKA, SHERIFF**

Attest:

| \_\_\_\_\_  
Sheriff

\_\_\_\_\_ Date

\_\_\_\_\_ County Clerk

\_\_\_\_\_ Date

**DOUGLAS COUNTY, NEBRASKA, SHERIFF**

Attest:

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date

**CITY OF PAPILLION, NEBRASKA**

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16c.  
4/18/2023

COUNCIL MEETING DATE: April 18, 2023		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:

Lease Amendment to Lease Agreement between City of Bellevue and United States of America

SYNOPSIS/BACKGROUND:

The purpose of this Lease Amendment is to incorporate the previously approved Novation Agreement, which recognized the transfer of ownership of the 2206 Longo Drive property from the previous owner to the City of Bellevue. The Department of Veterans Affairs leases a portion of the 2206 Longo Drive building from the City. This amendment is required for the City of Bellevue to assume the lease agreement and all the obligations therein.

FISCAL IMPACT?:  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: Yes <input type="checkbox"/>	COUNTER-PARTY: USA (VA) <input type="checkbox"/>	INTERLOCAL AGREEMENT: <input type="checkbox"/>
CONTRACT DESCRIPTION: Lease Amendment to Incorporate Novation Agreement		
CONTRACT EFFECTIVE DATE: <input type="text"/>	CONTRACT TERM: <input type="text"/>	CONTRACT END DATE: <input type="text"/>
PROJECT NAME: <input type="text"/>		
START DATE: <input type="text"/>	END DATE: <input type="text"/>	PAYMENT DATE: <input type="text"/> INSURANCE REQUIRED: <input type="checkbox"/>
CIP PROJECT NAME: <input type="text"/>	CIP PROJECT NAME: <input type="text"/>	
STREET DISTRICT NAME (S): <input type="text"/>	STREET DISTRICT NUMBER (S): <input type="text"/>	
ACCOUNTING DISTRIBUTION CODE: <input type="text"/>	ACCOUNT NUMBER: <input type="text"/>	

RECOMMENDATION:

To approve and authorize Mayor to sign the Lease Amendment.

ATTACHMENTS:

1. Lease Amendment	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:



**US DEPARTMENT OF VETERANS AFFAIRS**

**LEASE AMENDMENT**

LEASE AMENDMENT NO. P00025

TO LEASE NO. VA263-14-L-0001

**ADDRESS OF PREMISES**

Bellevue CBOC  
Bellevue Professional Center

2206 Longo Drive  
Bellevue NE 68005

**THIS AMENDMENT is made and entered into between**

CITY OF BELLEVUE  
whose address is

1500 WALL ST

BELLEVUE NE 68005

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective 03-29-2023 as follows:

1. The purpose of this Modification is incorporation of attached Novation agreement recognizing the transfer of the above (addressed) real property asset to The City of Bellevue, NE as of January 28, 2022.
2. Signed Novation attached (pages 2 and 3).

This Lease Amendment contains 3 pages.

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

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE GOVERNMENT:**

Signature: \_\_\_\_\_

Name: Melissa S Johnson ORP-22-008

Title: Lease Contracting Officer

Department of Veterans Affairs

Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOVATION AGREEMENT  
BELLEVUE CBOC  
VA263-14-L-0001

The Longo Drive, LLC (Transferor), a corporation duly organized and existing under the laws of Colorado with its principal office in Denver; the City of Bellevue a municipality, existing under the laws of Nebraska with its principal office in Bellevue; and the United States of America (Government) enter into this Agreement as of January 28, 2022.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the Department of Veterans Affairs, has entered into that certain lease with the Transferor, namely, VA263-14-L-0001. The term "Lease," as used in this Agreement, means the above described lease, including all modifications, made between the Government and the Transferor or its predecessor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the Lease). Included in the term "Lease" are also all modifications made under the terms and conditions of the Lease between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of January 28th, 2022, the Transferor has transferred to the Transferee all the assets of the Transferor involved in performing its obligations under the Lease by virtue of a warranty deed to the property between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor involved in performing the Lease by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the Lease by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the Lease.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the Lease.

(7) Evidence of the above transfer has been filed with the Government.

(8) Transferor and Transferee represent that the transfer has been properly effected and agree that the Government may rely on this representation.

(9) Transferee will abide by Clause 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, contained within the Lease.

(b) In consideration of these facts, the parties agree that by this Agreement—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the Lease.

(2) The Transferee agrees to be bound by and to perform the Lease in accordance with the conditions contained in the Lease. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the Lease as if the Transferee were the original party to the Lease.

(3) The Transferee is bound by all previous actions taken by the Transferor with respect to the Lease, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the Lease. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the Lease as if the Transferee were the original party to the Lease. Following the effective date of this Agreement, the term "Lessor," as used in the Lease, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the Lease, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the Lease, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the Lease.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee—

(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The Lease shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

*me*

COUNCIL MEETING DATE: April 18, 2023		SUBMITTED BY: Mark Elbert - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

**Embris group Engineer for Professional Services.**

SYNOPSIS/BACKGROUND:

Embris group Engineer for Professional Services regarding the New Lift Station operation and maintenance located southeast of the intersection of W. 31st Avenue and Wallace Avenue. This is Task Order No. 230021.01. The total compensation for Services is estimated to be \$10,000.00

FISCAL IMPACT::  BUDGETED FUNDS?:  GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:  COUNTER-PARTY:  INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:  CONTRACT TERM:  CONTRACT END DATE:

PROJECT NAME:

START DATE:  END DATE:  PAYMENT DATE:  INSURANCE REQUIRED:

CIP PROJECT NAME:  CIP PROJECT NAME:

STREET DISTRICT NAME (S):  STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE:  ACCOUNT NUMBER:

RECOMMENDATION:

City Council approve and authorize the Mayor to sign the agreement for Embris Group Engineer for Professional Services for the New South Lift Station.

ATTACHMENTS:

- 
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*[Signature]*

*[Signature]*

*[Signature]*



**MASTER SERVICES AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT between The City of Bellevue ("Owner") and Embris Group, LLC ("Engineer").

From time to time Owner intends to engage Engineer to provide professional services. This Agreement and identified Exhibits sets forth the general terms and conditions which shall govern the relationships and performance of Owner and Engineer for both General Engineering services and the services contained within one or more Task Orders that are agreed to under this Agreement.

**ARTICLE 1 - SERVICES OF ENGINEER**

**1.01 Task Order Scope**

- A. The services shall be deemed a Specific Project and will be detailed in a duly executed Task Order. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. The general format of a Task Order is shown in Exhibit B. In the event the services to be rendered are less than \$2,500.00, an email detailing the scope, time for performance, and basis of compensation and a reply email indicating acceptance may serve as the task order with both parties concurrence.
- C. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- D. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, Engineer's services, Engineer's compensation, and all other appropriate matters.

**1.02 Task Order Procedure**

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order.
- B. Engineer will commence performance as set forth in each Task Order.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit A and in each Task Order.

**ARTICLE 3 - TERM**

**3.01 Term**

- A. This Agreement shall be effective and applicable to Task Orders issued from the Effective Date of the Agreement.

**ARTICLE 4 - Compensation**

**4.01 Compensation**

- A. For Task Orders Owner shall pay Engineer as set forth in Exhibit A and each Task Order.
- B. The Standard Hourly Rates Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.
- C. Please note that the cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, and other miscellaneous overhead expenses are included in our hourly rates.



**ARTICLE 5 - EXHIBITS AND SPECIAL PROVISIONS**

**5.01 Exhibits**

- Exhibit A – General Conditions
- Exhibit B – Sample Task Order
- Exhibit C – 2023 Hourly Rate Schedule

**5.02 Total Agreement**

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

This Agreement’s Effective Date is \_\_\_\_\_ .

OWNER:  
 \_\_\_\_\_  
 City of Bellevue, NE  
 \_\_\_\_\_  
 By: \_\_\_\_\_  
 Name: Rusty Hike  
 Title: Mayor  
 Date Signed: \_\_\_\_\_

ENGINEER:  
 \_\_\_\_\_  
 Embris Group, LLC  
 \_\_\_\_\_  
 By: Kylie Wilmes  
 Name: Kylie Wilmes, PE  
 Title: Principal  
 Date Signed: 4/5/2023

Address for giving notices:  
 \_\_\_\_\_  
 City of Bellevue, NE  
 \_\_\_\_\_  
1500 Wall Street  
 \_\_\_\_\_  
Bellevue, NE 68123  
 \_\_\_\_\_

Address for giving notices:  
 \_\_\_\_\_  
 Embris Group, LLC  
 \_\_\_\_\_  
963 N. 13<sup>th</sup> Street  
 \_\_\_\_\_  
Fort Calhoun, NE 68023  
 \_\_\_\_\_

**1. SCOPE OF SERVICES:** Embris Group, LLC (EMBRIS) shall perform the services described in Exhibit A. EMBRIS shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** EMBRIS can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to EMBRIS's submissions; and give prompt written notice to EMBRIS whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish EMBRIS with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While EMBRIS shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** EMBRIS's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, EMBRIS's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of EMBRIS, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of EMBRIS's services shall be adjusted equitably.

**5. INVOICES:** EMBRIS shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to EMBRIS for services and expenses within 30 days after receipt of EMBRIS's statement, EMBRIS may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until EMBRIS has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by EMBRIS under the agreement shall be the care and skill ordinarily used by members of EMBRIS's profession practicing under similar circumstances at the same time and in the same

locality. EMBRIS makes no warranties, express or implied, under this agreement or otherwise, in connection with EMBRIS's services.

EMBRIS shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. EMBRIS shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without EMBRIS's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless EMBRIS from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by EMBRIS. Files in electronic media format of text, data, graphics, or of other types that are furnished by EMBRIS to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. EMBRIS shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, EMBRIS makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by EMBRIS at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by EMBRIS for extensions of the project or for any other project shall entitle EMBRIS to further compensation at rates to be agreed upon by the owner and EMBRIS.

**9. SUBCONSULTANTS:** EMBRIS may employ consultants as EMBRIS deems necessary to assist in the performance of the services. EMBRIS shall not be required to employ any consultant unacceptable to EMBRIS.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, EMBRIS and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and

expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of EMBRIS and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** EMBRIS shall procure and maintain the following insurance during the performance of services under this agreement:

- a. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- b. Auto Liability
  - i. Combined Single: \$1,000,000
- c. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- d. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- e. All policies of property insurance shall contain provisions to the effect that EMBRIS and EMBRIS's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- f. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause EMBRIS and EMBRIS's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- g. The owner shall reimburse EMBRIS for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, EMBRIS shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow EMBRIS to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and EMBRIS each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and EMBRIS are hereby bound to the other party to this agreement and to the partners,

successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor EMBRIS may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or EMBRIS to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and EMBRIS and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding EMBRIS's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and EMBRIS, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex.

**18. E-VERIFY:** EMBRIS shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



This is Task Order No. 230021.xx,

Consisting of \_\_\_\_\_ pages

**Task Order**

In accordance with the Master Services Agreement Between Owner and Engineer for Professional Services dated \_\_\_\_\_ (“Agreement”), Owner and Engineer agree as follows:

**Specific Project Data**

- A. Title:
- B. Description:

**1. Services of Engineer**

[Description of Services]

**2. Owner’s Responsibilities**

Exhibit “A” from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows:

**3. Times for Rendering Services**

Phase	Completion Date

**4. Payments to Engineer**

**A. For Lump Sum Method of Payment Owner shall pay Engineer for Services as follows:**

- 1. A Lump Sum amount of \$[amount].
- 2. The portion of the compensation amount billed monthly for Engineer’s Services will be based upon Engineer’s estimate of the percentage of the total Services actually completed during the billing period.

Phase	Compensation
TOTAL	

[OR]

**A. For Hourly Rates. Owner shall pay Engineer for Services as follows:**

- 1. An amount equal to the cumulative hours charged to the Project by Engineer’s employees times standard hourly rates for each applicable billing class.
- 2. The total compensation for Services is estimated to be \$[estimated amount].
- 3. Engineer’s estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- 4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Master Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.



**2023 Hourly Rate Schedule**

**Rates are subject to change on January 1<sup>st</sup> of each year.**

Role	Hourly Rate
Principal .....	\$210.00
Project Manager .....	\$185.00
Senior Project Engineer.....	\$185.00
Project Engineer.....	\$175.00
City Engineer .....	\$155.00
Engineer in Training .....	\$150.00
CAD Drafting .....	\$140.00
Senior Inspector .....	\$150.00
Inspector .....	\$125.00
Administrative.....	\$100.00



This is Task Order No. 230021.01,

Consisting of 2 pages

**Task Order**

In accordance with the Master Services Agreement Between Owner and Engineer for Professional Services dated \_\_\_\_\_ (“Agreement”), Owner and Engineer agree as follows:

**Specific Project Data**

- A. Title: New South Lift Station O&M Recommendations
- B. Description: Owner wishes to engage Engineer to provide recommendations for operation and maintenance including third party review services and assistance with startup and commissioning for the New South Lift Station located southeast of the intersection of W 31<sup>st</sup> Avenue and Wallace Avenue in Bellevue, NE.

**1. Services of Engineer**

Engineer’s services will be performed on an as needed and as requested basis that may include the following:

- Coordination with City wastewater superintendent for requests for services
- Site visits
- Review of existing drawings and specifications
- Engagement in project startup and commissioning activities. This may include:
  - Review of startup and commissioning procedures to be conducted by contractor
  - Observation of startup and commissioning activities
  - Preparation of punch list or a list of corrections required of contractor
- Engagement throughout the first 6 months of project operations to assist City staff
- Development of observation reports, technical memorandums, or other written documentation as requested

**2. Owner’s Responsibilities**

Exhibit “A” from the Master Agreement Between Owner and Engineer for Professional Services as referenced above is modified as follows:

**3. Times for Rendering Services – As requested by Owner**

**4. Payments to Engineer**

**A. For Lump Sum Method of Payment Owner shall pay Engineer for Services as follows: N/A**

**B. For Hourly Rates. Owner shall pay Engineer for Services as follows:**

1. An amount equal to the cumulative hours charged to the Project by Engineer’s employees times standard hourly rates for each applicable billing class.
2. The total compensation for Services is estimated to be **\$10,000**.
3. Engineer’s estimate of the amounts that will become payable are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable

This is **EXHIBIT B**, consisting of 2 pages, referred to in and part of the **Master Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_.

to Engineer under the Agreement.

4. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall be paid for all services rendered hereunder.

**5. Other Modifications to Master Agreement:**

Approval and Acceptance: Approval and Acceptance of this Task Order, including the attachments listed above, shall incorporate this document as part of the Agreement. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_.

Engineer  
  
Signature \_\_\_\_\_ Date 04.07.23

Lucas Billesbach, PE  
Name \_\_\_\_\_

Principal  
Title \_\_\_\_\_

Owner  
\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

*me*

COUNCIL MEETING DATE: April 18, 2023		SUBMITTED BY: Mark Elbert - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

**Purchase of 2023 John Deere 320P Backhoe Loader and attachments.**

SYNOPSIS/BACKGROUND:

Purchase of Equipment Summary 2023 John Deere 320P-Tier Backhoe Loader John Deere Extended warranty-three year/1,000 hour comprehensive with a trade in of 2012 John Deere 310SK Loader Backhoe.

FISCAL IMPACT: \$116,900.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NAME:

STREET DISTRICT NAME (S): 15 STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: 7100 ACCOUNT NUMBER:

RECOMMENDATION:

City Council and Mayor to approve the purchase of the John Deere loader for \$116,900.00.

ATTACHMENTS:

1. Quote 2. 3. 4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

*Jimmy C. Smith*

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Mark Elbert*

Quote Id: 28125483

---

Prepared For:  
**CITY OF BELLEVUE**



Prepared By: **CHAD SPENCER**

Murphy Tractor & Equipment  
9751 S 148th Street  
Omaha, NE 68138

Tel: 402-894-1899

Mobile Phone: 531-301-7375

Fax: 402-891-8360

Email: [cspencer@murphytractor.com](mailto:cspencer@murphytractor.com)

Offer Expires: 28 April 2023

---

*Confidential*



**Quote Summary**

**Prepared For:**  
CITY OF BELLEVUE  
210 W MISSION AVE  
BELLEVUE, NE 68005  
Business: 402-293-3000

**Prepared By:**  
CHAD SPENCER  
Murphy Tractor & Equipment  
9751 S 148th Street  
Omaha, NE 68138  
Phone: 402-894-1899  
Mobile: 531-301-7375  
cspencer@murphytractor.com

Prices quoted under John Deere Sourcewell contract 032119-JDC  
using customer Sourcewell ID# 1276  
TAG Ditching Bucket and FRD Hydraulic Breaker Not Included in  
Sourcewell Contract Pricing

**Quote Id:** 28125483

**Expiration Date:** 28 April 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2023 JOHN DEERE 320 P-Tier Backhoe Loader	\$ 230,022.53	\$ 144,545.00 X	1 =	\$ 144,545.00
John Deere Extended Warranty-3 Year/1,000 Hour Comprehensive		\$ 2,355.00 X	1 =	\$ 2,355.00
<b>Sub Total</b>				<b>\$ 146,900.00</b>

**Equipment Total** **\$ 146,900.00**

Trade In Summary	Qty	Each	Extended
2012 JOHN DEERE 310SK LOADER BACKHOE - 1T0310SKACE226625	1	\$ 30,000.00	\$ 30,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 30,000.00
<b>Trade In Total</b>			<b>\$ 30,000.00</b>

**Quote Summary**

Equipment Total	\$ 146,900.00
Trade In	\$ (30,000.00)
SubTotal	\$ 116,900.00
Total	\$ 116,900.00
<b>Balance Due</b>	<b>\$ 116,900.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

**Quote Id: 28125483**
**Customer: CITY OF BELLEVUE**

## 2023 JOHN DEERE 320 P-Tier Backhoe Loader

**Hours:**
**Suggested List**
**Stock Number:**
**\$ 230,022.53**
**Selling Price**
**\$ 144,545.00**

Code	Description	Qty	Unit	Extended
17C0T	320 P-tier Backhoe Loader	1	\$ 165,753.00	\$ 165,753.00
<b>Standard Options - Per Unit</b>				
183E	JDLink™	1	\$ 0.00	\$ 0.00
1003	Cab	1	\$ 13,905.00	\$ 13,905.00
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	\$ 0.00	\$ 0.00
4006	John Deere 4.5L - FT4/Stage IV	1	\$ 0.00	\$ 0.00
5245	Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1	\$ 0.00	\$ 0.00
6154	Dual Maintenance Free Batteries With Disconnect, Jump Post, and Engine Block Heater	1	\$ 482.00	\$ 482.00
6577	1250 lb. (567 kg.) Front Counterweight	1	\$ 1,846.00	\$ 1,846.00
6752	Extendible Dipperstick	1	\$ 8,783.00	\$ 8,783.00
7001	Auxiliary Hydraulics with One Way Flow (Hammer)	1	\$ 3,311.00	\$ 3,311.00
7028	Pilot Controls, Two Lever, with Pattern Selection	1	\$ 2,724.00	\$ 2,724.00
7037	Two-Function Loader Hydraulics, Single Lever	1	\$ 0.00	\$ 0.00
7705	Multi-Brand Quick Coupler - Less Thumb	1	\$ 1,805.00	\$ 1,805.00
7806	24 in. (610 mm.) Wide, Heavy-Duty, 7.5 cu. ft. (0.21 cu. m.) Bucket	1	\$ 2,286.00	\$ 2,286.00
7859	92 in. (2.34 m.) Wide, 1.31 cu. yd. (1.0 cu. m.) Long-Lip Bucket	1	\$ 5,484.00	\$ 5,484.00
8062	Backhoe Boom Protection Plate	1	\$ 632.00	\$ 632.00
8075	Diagnostic Oil Sampling Ports	1	\$ 217.00	\$ 217.00
8096	Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1	\$ 177.00	\$ 177.00
8109	Sun Visor	1	\$ 100.00	\$ 100.00
8115	MFWD Driveshaft Guard	1	\$ 449.00	\$ 449.00
8125	Heavy-Duty Backhoe Bucket Cylinder	1	\$ 287.00	\$ 287.00
8131	Heavy-Duty Stabilizer Pads	1	\$ 485.00	\$ 485.00
8146	Left Side Console Storage with Cup Holders	1	\$ 85.00	\$ 85.00
8165	Auto Ride Control	1	\$ 2,452.00	\$ 2,452.00

# Selling Equipment

**Quote Id:** 28125483

**Customer:** CITY OF BELLEVUE

8183	Radio, Bosch Premium Package	1	\$ 1,424.00	\$ 1,424.00
8207	Seat, Cloth Air-Suspension	1	\$ 528.00	\$ 528.00
8226	Strobe Light with Magnetic Mount	1	\$ 617.00	\$ 617.00
<b>Standard Options Total</b>				<b>\$ 48,079.00</b>
<b>Dealer Attachments</b>				
AT333753	Backhoe Boom Protection Plate	1	\$ 608.00	\$ 608.00
AT305073	Stabilizer Cylinder Guards (Set of Two)	1	\$ 314.00	\$ 314.00
AT408903	Mounting kit for multi-purpose (ABC) Dry Chemical Fire Extinguisher	1	\$ 100.00	\$ 100.00
AT186288	Slow Moving Vehicle Emblem	1	\$ 115.00	\$ 115.00
	TAG 60" Ditching Bucket	1	\$ 2,112.35	\$ 2,112.35
	FRD; F6 TLB; 1,000 Ft. Lb. Hydraulic Breaker	1	\$ 12,941.18	\$ 12,941.18
<b>Dealer Attachments Total</b>				<b>\$ 16,190.53</b>
<b>Service Agreements</b>				
	John Deere Extended Warranty - 3 Year/1,000 Hour Comprehensive	1	\$ 2,355.00	\$ 2,355.00
<b>Service Agreements Total</b>				<b>\$ 2,355.00</b>
<b>Suggested Price</b>				<b>\$ 232,377.53</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -85,477.53</b>	<b>\$ -85,477.53</b>
<b>Total Selling Price</b>				<b>\$ 146,900.00</b>

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

*ME*

COUNCIL MEETING DATE: April 18, 2023		SUBMITTED BY: Mark Elbert - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

Street dept purchase of three trailer mounted arrowboards

SYNOPSIS/BACKGROUND:

Request to replace three street department arrow boards identified as part of this year's fiscal plan. two 1980-Lear Traffic warning board and a 2009 Wanco solar arrow board to be replaced with three ST-4825 Trailer-mounted arrowboards. Pricing is per the state of Minnesota's CPV program, equipment contract A-210 (5)

FISCAL IMPACT: \$18,908.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIP PROJECT NAME:

STREET DISTRICT NAME (S): STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE: 7100 ACCOUNT NUMBER: 10-15-7100

RECOMMENDATION:

City Council and Mayor to approve purchase of three trailer mount arrow boards for the street dept.

ATTACHMENTS:

1. Sales Quote 2. product sheet 3.  
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*James C. Miller*  
*Mark Elbert*



# Sale Quote

Street Smart Rentals, LLC  
6811 137th Ave NE  
Columbus, MN 55025

**Quote #** Q-16345-2

**Date** 4/5/2023

**Expires On** 5/4/2023

**Rep Name** Ryan Kilpatrick

**Rep Phone** (612) 597-5547

**Rep Email** rkilpatrick@streetsmartrental.com

**PREPARED FOR**

Bobby Riggs  
Bellevue, City of  
402-293-3126  
bobby.riggs@bellevue.net

**Billing Address**

Bellevue, City of  
206 Industrial Drive  
Bellevue, NE 68005

**Shipping/Pick Up Address**

Bellevue, City of  
206 Industrial Drive  
Bellevue, NE 68005

**Pricing provided on this quote is valid for up to 30 days after the printed date. Thank you for your business!**

PRODUCT CODE	DESCRIPTION	QTY	UNIT PRICE	TOTAL
ST-4825-PRO	25L AB Trailer	3	\$4,954.00	\$14,862.00
OPT-AB-5 Amp Charger	5 Amp Battery Charger	1	\$291.00	\$291.00
OPT-3-PINTLE-EYE	3" Pintle Eye Hitch	3	\$0.00	\$0.00
OPT-7-PIN-ROUND	7-Pin Round Plug	3	\$0.00	\$0.00
OPT-JACKSET	Swivel Jack Package (Set of 4)	3	\$585.00	\$1,755.00

Subtotal\* \$16,908.00

Est. Freight\* \$2,000.00

Total\* \$18,908.00

**\*Totals do not include Tax.** Taxes are applied on invoices if your account is not exempt.

This quote and any attachments originated from Street Smart Rentals, LLC may contain information that is proprietary, privileged client communications, or work product. If you are not the intended recipient, you are not authorized to read, retain, or distribute this information. If you received this in error, please notify the sender immediately and delete all copies.

**Notes**

Quoting:

(3) ST-4825's

\*\* This and all of our equipment can be purchased directly off of MN State Equipment Contract A-210(5) - Contract No. 202192\*\*

**Terms and Conditions**

To accept this quote and terms outlined above, sign and date, and return.

**Bellevue, City of  
Signature**

---

**Print Name**

---

**Date**

---

**PO Number**

---

**PRO**  
SERIES

→ **ST-4825**

**TRAILER-MOUNTED ARROWBOARD**

Ver-Mac's ST-4825 Pro Series is a trailer-mounted arrowboard with 25 LED lamps. It features our innovative Single-Mast Design, V-Switch controller, Stealth Technology and is wired to integrate the Smart Arrowboard option. The unit combines energy-efficient design and high-quality construction to provide the most reliable, cost-effective and safe to operate arrowboard on the market.



**PRO SERIES FEATURES**

**STEALTH TECHNOLOGY**

- Maintenance-Free Batteries
- Anti-Theft Hidden Battery Compartment

**IMPROVED SINGLE MAST DESIGN**

- Diamond Plate Maintenance Platform
- Rugged Indexed Rod Mast Brake
- Tongue Wheel Jack for easy and safe set up
- Secure Support of Arrowboard for Transport
- Safely Set and Turn Arrowboard to Traffic

**V-SWITCH CONTROLLER**

- Easy-to-use rotary switch to quickly select arrow patterns/mode
- Real-time arrow, solar & battery status
- Lockable control box for more security
- Photocell with automatic adjustment

**SMART ARROWBOARD OPTION**

- Plug & Play Set up
- Lane Closure Start Location
- Mode Displayed on Arrow Sign
- Road Name & Mile Marker Where Deployed
- Direction of Traffic
- Side of Road Where Deployed
- Ability to retrofit existing arrowboards



V-Switch Controller

### SINGLE-MAST DESIGN

**ARROWBOARD PROTECTED IN TRAVEL POSITION**  
Safer to use and more efficient to store and transport

**LOW CENTER OF GRAVITY REDUCES WIND DRAG**  
Saving fuel costs

**QUICK AND EASY TO SET UP IN TIGHT WORK ZONES**  
Saving time

**ANGLE THE ARROWBOARD INDEPENDENTLY TOWARDS TRAFFIC**  
Safely set and turn arrowboard to traffic

### EASY MAINTENANCE PLATFORM

Diamond plates make it easy and safe to perform maintenance

### HIGH-QUALITY CONSTRUCTION

**POWDER COATING SUPERIOR FINISH**  
Impact, humidity, salt spray and rust resistant

**4 ADJUSTABLE TELESPARS**  
For trailer stabilization and easy transportation

**TONGUE WHEEL JACK**  
For easy and safe trailer set up

**REMOVABLE TONGUE**  
Saves space for storage

**MANUAL LIFT MECHANISM**  
For quick deployment

**U-SHAPED CRADLE FOR ARROWBOARD**  
For better support during transportation

**RUGGED INDEXED ROD MAST BRAKE**  
The arrow can be positioned on 204 degrees (17 deg. increments)

**HEAVY-DUTY PLASTIC FENDERS**  
For durability and easy replacement

**2-IN. (51 MM) COUPLER OR 3-IN. (76 MM) PINTLE EYE**  
For easy towing

### ENERGY-EFFICIENT DESIGN

**OPTI POWER LENS**  
Designed to maximize each LED output and utilize less energy

**SOLAR PANEL**  
Provides maximum solar recharging during all four seasons

**SOLAR REGULATOR**  
Protects the batteries against overcharge, over-discharge and short circuits

- Designed to run 12 months in most regions without manual charging.

### APPLICATIONS

- Highway construction
- Department of Transportation (DOT)
- City and county
- Utility
- Smart Work Zone

### DISPLAY

- Arrowboard panel: 48 in. x 96 in. (1219 mm x 2438 mm)
- 25 LED lamps
- 2 back LED lights

### DIMENSIONS AND WEIGHT

- Overall length: 134 in. (3415 mm)
- Overall width: 96 in. (2438 mm)
- Operating height: 135.5 in. (3442 mm)
- Travelling width: 70 in. (1783 mm)
- Travelling height: 93 in. (2362 mm)
- Weight (approx.): 420 kg (920 lb.)

### OPTIONS

- Battery charger
- Smart arrowboard
- Smart arrowboard retrofit

Other options are available to meet your needs.

### WARRANTY

- 1 year on complete units
- 2 years on electronic components manufactured by Ver-Mac



CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

*ME*

COUNCIL MEETING DATE: April 18, 2023		SUBMITTED BY: Mark Elbert - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

**Purchase of New SS250D equipped with fuel pressure guage**

SYNOPSIS/BACKGROUND:

Purchase for a Crafc0 SS250D equipped with fuel pressure guage 3" pintle, jack w/caster, 3/8 hook with safety latch, engine cover assembly, Yanmar or Deutz diesel engine, Crafc0 red paint, overnight heater, trailer mounted with heated hose and standard equipment. State of Nebraska's Contract #15496 OC. Request to replace unit #233-2013 Cimline 150.

FISCAL IMPACT:: \$51,041.50      BUDGETED FUNDS?: YES      GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO      COUNTER-PARTY: Logan Contractor Supply      INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE:      CONTRACT TERM:      CONTRACT END DATE:

PROJECT NAME:

START DATE:      END DATE:      PAYMENT DATE:      INSURANCE REQUIRED:

CIP PROJECT NAME:      CIP PROJECT NAME:

STREET DISTRICT NAME (S): 10-15      STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRUBUTION CODE: 7100      ACCOUNT NUMBER:

RECOMMENDATION:

City Council and Mayor to approve the purchase of the Crafc0 SS250D Melter, in the amount of \$51,041.50.

ATTACHMENTS:

- Quote
- 
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Mark Elbert*

*Mark Elbert*

*Mark Elbert*



**QUOTE**

**THIS QUOTE IS SPECIFICALLY PRESENTED TO:**

TO: Bobby Riggs  
City of Bellevue

DATE: April 6, 2023

<u>QTY</u>	<u>ITEM/DESCRIPTION</u>	<u>PRICE/PER</u>
1	New Crafcو SS250D equipped with fuel pressure gauge 3" pintle, jack w/caster, 3/8 hook with safety latch, engine cover assembly, Yanmar or Deutz diesel engine, Crafcو red paint, overnight heater, trailer Mounted with heated hose and standard equipment.	
	State of Nebraska contract price Contract #15496OC	\$51,041.50

Terms            Net 30 days  
F.O.B.            Omaha Ne  
Availability      8-12 weeks A.R.O.

---

**PLUS TAX**

QUOTE FIRM FOR: Quote Expires April 28<sup>th</sup> 2023.

Thank you for the opportunity to quote you. Should you have any questions regarding this quote, please call us @ 402-339-3900.

Sincerely,

Jim Witt  
Branch Manager

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

16h.  
4/18/2023

*ME*

COUNCIL MEETING DATE: April 18, 2023		SUBMITTED BY: Mark Elbert	
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:

**Amendment Number one to the original agreement with HGM**

SYNOPSIS/BACKGROUND:

Requesting approval to amend the current agreement with HGM for 8252 Cedar Island Rd Bellevue PW odorant building renovation project. This amendment includes scope and fees for Construction Document, Bidding, and conducting Construction Administration Services.

FISCAL IMPACT: \$30,000.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: HGM Associates Inc. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Bellevue Public Works Odorant Building Renovation HGM Project No. 102323

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED:

CIP PROJECT NAME: CIPST23(9)North Shop-MUD Building and Remodel and Paving CIP PROJECT NAME:

STREET DISTRICT NAME (S): 15 STREET DISTRICT NUMBER (S):

ACCOUNTING DISTRIBUTION CODE: 6033 ACCOUNT NUMBER:

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the Amendment number one agreement between the City of Bellevue and HGM Associates Inc.

ATTACHMENTS:

- Amendment No. One
- Original Agreement
- 
- 
- 
- 

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Mark Elbert*

*Mark Elbert*



April 5, 2023

**Bobby Riggs**  
**City of Bellevue, Nebraska**  
1510 Wall Street  
Bellevue, NE 68005

Subject: Bellevue Public Works Odorant Building Renovation  
HGM Project No. 102323  
Change in Services - Amendment to Agreed Cost

Dear Bobby:

On behalf of HGM ASSOCIATES INC. (HGM), we are proposing to provide services not included in our original agreement for this project dated January 3, 2023. This letter shall serve as Amendment Number One to the original agreement.

The services not included in the original agreement are: Construction Documents, Bidding or Negotiation, and Construction Administration as follows:

1. DESIGN DEVELOPMENT - 60% CONSTRUCTION DOCUMENTS
  - A. Further develop architectural plans created during preliminary design.
  - B. Further develop exterior elevations of the building.
  - C. Develop architectural detail sheets and material specifications. Material specifications to be noted on the drawings.
  - D. Further develop Civil site, utility, and paving plans.
  - E. Review mechanical and electrical system requirements. This includes HVAC, plumbing, and electrical modifications.
  - F. Develop mechanical, electrical, and plumbing plans and details based on preliminary narrative selections.
  - G. Review plans with local utility companies, building code, planning, and fire marshal officials as required.
  - H. Revise Opinion of Probable Cost for the project.
  - I. Conduct 60% drawing review meeting with Client, HGM and ETI. One 60% review meeting and plan option is included with this proposal. If additional meetings or plan options are requested by the Client, these will be billed as an Additional Service on an Hourly Basis.

**Deliverables:**

- 60% Construction Document set including:
  - Architectural Floor Plans and Elevation Drawings of the Bellevue Public Works Odorant Building Renovation developed from preliminary review meetings.

- Civil Site Plans.
- Mechanical, Electrical, and Plumbing plans.
- Updated Opinion of Probable Cost.

2. CONSTRUCTION DOCUMENTS - 90% CONSTRUCTION DOCUMENTS

- A. Further develop final floor plan layouts, details and material selections for the Bellevue Public Works Odorant Building Renovation.
- B. Further develop selected electrical and mechanical systems for the Bellevue Public Works Odorant Building Renovation.
- C. Develop detailed components for architectural, mechanical, and electrical design.
- D. Update Opinion of Probable Cost for the project.
- E. The 90% plan set will be sent to the Client in PDF format for their review. Any review comments from the Client to be incorporated into the Final Construction Document Set shall be emailed to HGM. No review meeting is included in this proposal for the 90% deliverables.

**Deliverables:**

- Detailed floor plans, building sections/details, exterior and interior elevation drawings.
- Material specifications for the project noting material, product, and finish selections specific for the Bellevue Public Works Odorant Building Renovation.
- Mechanical and plumbing drawings showing the piping layout, plumbing layout, HVAC layout for the plumbing and mechanical systems for the Bellevue Public Works Odorant Building Renovation.
- Electrical drawings for lighting, power, data, and all other electrical components for the Bellevue Public Works Odorant Building Renovation.
- Updated Opinion of Probable Cost.

3. FINAL CONSTRUCTION DOCUMENT SET

- A. Prepare Final Design Documents, stamped by licensed Architect and Engineers.
- B. Finalize material specifications for all products and materials included in the Project.
- C. The Final Construction Document plan set will be sent to the Client in PDF format for their review. Any plan changes requested by the Client after the Final Construction Document Set is submitted will be billed as an Additional Service on an hourly basis.
- D. Review plans with local utility companies, building code, planning, and fire marshal officials as required.

**Deliverables:**

- Final architectural construction documents stamped by licensed Architects and Engineers including but not limited to demolition plans, final design plans, elevations, sections, details, specifications, and schedules.
- Final mechanical, plumbing and electrical engineering construction documents for the Bellevue Public Works Odorant Building Renovation.
- Front end documents for Contractors' bidding and contracts.

4. BIDDING OR NEGOTIATION

- A. Distribute final documents to Contractors, Subcontractors, Material Suppliers, Plan Holding Agencies and Code Officials to obtain competitive bids.

- B. Make permit application.
- C. Answer questions from Bidders during bidding period.
- D. Issue addenda as necessary.
- E. Attend pre-bid conference with interested bidders.
- F. Attend bid letting.
- G. Review bids and recommend Contractor for the Project.
- H. Distribute bid results to interested parties.
- I. Prepare Contracts with the selected Contractor, subject to Clients legal review.

5. CONSTRUCTION ADMINISTRATION

- A. Conduct a pre-construction meeting with the Client, Contractor, Subcontractors, etc.
- B. Review Shop Drawings and Product Submittals.
- C. Issue Change Orders, if necessary or authorized.
- D. Review and sign Contractor's pay requests.
- E. Perform biweekly site meetings with the Contractor, Client, and Subcontractors for the anticipated eight-month construction project.
- F. Provide meeting minutes and pictures for each biweekly meeting.
- G. Perform final project Punch List and project close out. One Punch List site visit and one site visit to confirm the Punch List has been completed, is included in this Proposal. Additional Punch List site visits because the Facility was not ready or Phasing Punch Lists, may be invoiced as an Additional Service.
- H. Collect and review record drawings from the Contractor.
- I. Provide one-year Project Review.
- J. Fees are based on an eight-month construction schedule. If the Construction runs longer, additional fees may occur.

ITEMS NOT INCLUDED IN THIS PROPOSAL:

The following items are not included in this proposal but can be added as an Additional Service with an Amendment to this agreement.

- A. Concept renderings.
- B. Grant writing assistance.
- C. Surveying services.
- D. Geotechnical report.
- E. Asbestos mitigation plans.
- F. Other services not specifically mentioned in this Amendment.

HGM will provide these Additional Services for a lump sum amount of \$30,000.

I anticipate that HGM will be able to begin work on these additional services within five days of receiving your authorization to proceed in the form of your acceptance of this agreement. I estimate that a 60% Construction Document Set can then be completed within 35 days of your authorization to proceed. If at any time HGM is delayed in the performance of these services, I will notify you immediately.

**Bobby Riggs**  
**City of Bellevue, Nebraska**  
April 5, 2023

**Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.**

Yours very truly,  
HGM ASSOCIATES INC. - CONSULTANT



Ryan D. TerSteege, AIA  
Project Manager



Terrence L. Smith, P.E.  
President

Authorization of Additional Services:

CITY OF BELLEVUE, NEBRASKA - CLIENT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date



January 3, 2023

**Doug Clark**  
City of Bellevue, Nebraska  
1510 Wall Street  
Bellevue, NE 68005

**Subject:** Bellevue Streets Building Renovation  
Bellevue, Nebraska  
HGM Proposal No. 000723-005

Dear Doug:

On behalf of HGM ASSOCIATES INC. (HGM) we are pleased to submit this letter form agreement for engineering and architectural and services for the referenced project. This agreement consists of this letter, the attached Scope of Services (labeled as Exhibit A), and the attached General Provisions (labeled as Exhibit B).

HGM will provide Basic Services including Preliminary Design. These services are more specifically defined in the attached Scope of Services, Exhibit A. We will also provide Additional Services upon your request and receipt of your written authorization.

HGM and ETI will provide these Basic Architectural, Civil, Mechanical and Electrical Engineering services for a remodel of the existing Odorant Building for a lump sum amount of \$26,000. Additional Services will be charged on an hourly basis in accordance with our standard hourly rate schedule.

We will bill you monthly for our services and reimbursable expenses proportionate to the work completed on the project. All fees are due and payable to HGM within 30 days of the invoice date. A service charge of one and one-half percent per month will be added to any amounts outstanding after 30 days.

We anticipate that we will be able to begin work on this project within (3) calendar days of receiving your authorization to proceed in the form of your acceptance of this agreement. We estimate that a Preliminary Design to review can then be completed by February 23, 2023, assuming authorization to proceed before January 19, 2023. If at any time we are delayed in the performance of these services, we will notify you immediately.

**Doug Clark**  
**City of Bellevue, Nebraska**  
January 3, 2023

Please note that any information to be provided by you as defined under Client's Responsibilities in the attached Scope of Services will need to be furnished to HGM prior to our beginning work.

**Please indicate your acceptance of this agreement by signing where indicated below and returning one original signed copy to this office OR you may then scan a complete set of this document and email or fax it in its entirety to HGM. We sincerely appreciate the opportunity to work with you.**

Yours very truly,  
HGM ASSOCIATES INC. - CONSULTANT



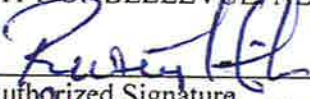
Ryan D. TerSteege, AIA  
Project Manager



Terrence L. Smith, P.E.  
President

Acceptance of Proposal:

CITY OF BELLEVUE, NEBRASKA - CLIENT

  
\_\_\_\_\_  
Authorized Signature  
RUSTY NIKE, Mayor  
\_\_\_\_\_  
Printed Name & Title  
1-17-2023  
\_\_\_\_\_  
Date of Acceptance

## SCOPE OF SERVICES

## EXHIBIT A

This is an exhibit attached to and made part of the letter agreement dated January 3, 2023, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT).

Project Description: Bellevue Streets Building Renovation

The Basic Services to be provided by the CONSULTANT under this agreement are further described as follows:

**I. TOPOGRAPHIC SURVEYING**

- A. One-Call Utility Locates.
- B. Perform a Topographic Survey of the site.
- C. Download field survey into AutoCAD.

**Deliverables:**

- Topographic Survey of Site.

**II. 60% PRELIMINARY DESIGN**

- A. Meet with Client to develop the Space Program provided by Client, indicating the Client's space needs and space adjacencies for the new building (Example: 5 offices at 150 Square Foot each, needs to be close to the conference room).
- B. Field measure existing building.
- C. Develop Preliminary Floor Plans and Exterior Elevations for Client Review. HGM will provide up to (2) initial preliminary plan options. If additional plan options are requested by the Client, these will be billed as an Additional Service on an hourly basis.
- D. Develop Preliminary Site Plans showing location of building, drives, sidewalks and parking.
- E. Develop a preliminary mechanical, electrical, and plumbing systems narrative for client review.
- F. HGM will evaluate applicable zoning and building codes.
- G. Develop Preliminary Opinion of Probable Cost for the Project.
- H. Meet with Client to review Floor Plan and Exterior Elevations developed by HGM. (1) 60% Preliminary review meeting is included with this proposal. Additional review meetings will be billed as an Additional Service on an hourly basis.

**Deliverables:**

- 60% Preliminary Floor Plan and exterior Elevations.
- 60% Preliminary Site Plan showing location of building and parking.
- 60% Preliminary MEP narrative describing mechanical, electrical, and plumbing systems.
- 60% Preliminary Opinion of Probable Cost.

**III. FINAL PRELIMINARY DESIGN**

- A. Further develop Client selected 60% Preliminary Floor Plans and Exterior Elevations based on feedback received at 60% review meeting. If additional plan options are requested by the Client, these will be billed as an Additional Service on an hourly basis.

- B. Update Preliminary Site Plans showing location of building, drives, sidewalks and parking based on feedback received at 60% review meeting.
- C. Further Develop a preliminary mechanical, electrical, and plumbing systems narrative based on feedback received at 60% review meeting.
- D. Update Preliminary Opinion of Probable Cost for the Project.
- E. Meet with Client to review Final Preliminary Floor Plans and Exterior Elevations developed by HGM. (1) Final Preliminary Plan review meeting is included with this proposal. Additional review meetings will be billed as an Additional Service on an hourly basis.

**Deliverables:**

- Final Preliminary Floor Plan and exterior Elevations for Client to develop into Construction Documents.
- Final Preliminary Site Plan showing location of building and parking.
- Final Preliminary MEP narrative describing mechanical, electrical, and plumbing systems.
- Final Preliminary Opinion of Probable Cost.

IV. CONSTRUCTION DOCUMENTS

- A. Can be added as an Additional Service.

V. BIDDING OR NEGOTIATION

- A. Can be added as an Additional Service.

VI. CONSTRUCTION ADMINISTRATION

- A. Can be added as an Additional Service.

CLIENT'S RESPONSIBILITIES:

In order for the CONSULTANT to perform these services, the CLIENT agrees to furnish the following information:

- A. Access to site and throughout facility.
- B. Use of existing available drawings and record information.
- C. Contact person to coordinate the design.

## GENERAL PROVISION

## EXHIBIT B

This is an exhibit attached to and made part of the letter agreement dated January 3, 2023, between: CITY OF BELLEVUE, NEBRASKA (CLIENT) and HGM ASSOCIATES INC. (CONSULTANT). The General Provisions agreed to by CONSULTANT and CLIENT are as follows:

**Ownership of Instruments of Service:** All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the CONSULTANT as instruments of service shall remain the property of the CONSULTANT. The CONSULTANT shall retain these records for a period of ten (10) years, during which period they will be made available to the CLIENT at all reasonable times. CONSULTANT will provide CLIENT with a paper copy of the plans, the specifications, and laboratory test reports for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others. Any such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT or CONSULTANT'S subconsultants.

**CADD/Electronic Files:** In accepting, and utilizing any drawings, reports and data on any form of electronic media generated by the CONSULTANT, the CLIENT agrees that all such electronic files are instruments of service. The CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes to, or reuse of, the electronic files for any projects by anyone other than the CONSULTANT. In the event of a conflict between printed hard copy documents signed and sealed by the CONSULTANT and electronic files, the hard copy documents shall govern.

**Termination or Suspension:** If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT'S option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

If the CLIENT suspends the Project, the CONSULTANT shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the CONSULTANT shall be compensated for expenses incurred in the interruption and resumption of the CONSULTANT'S services. The CONSULTANT'S fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses indicated in the next paragraph.

Termination Expenses are in addition to compensation for the CONSULTANT'S services and include expenses directly attributable to termination for which the CONSULTANT is not otherwise compensated.

The CLIENT'S rights to use the CONSULTANT'S Instruments of Service in the event of a termination of this Agreement are set forth in the Ownership of Instruments of Service clause above. If the CLIENT requests copies of the CONSULTANT'S Instruments of Service, the cost of the preparation of those copies shall be considered as a Termination Expense.

**Plan Revisions:** If, after any plans or specifications are completed on any portion thereof, and are approved by the CLIENT and other necessary agencies, the CONSULTANT is required to change plans and specifications because of changes made, authorized, or ordered by the CLIENT, then the CONSULTANT shall receive additional compensation for such changes. Fees for these changes will be computed on an hourly basis.

**Information Furnished by CLIENT:** CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**Information Furnished by Utility Companies:** The utility locations shown on the CONSULTANT'S instruments of service are from locates or drawings provided to the CONSULTANT by the utility companies. The CONSULTANT makes no guarantee that the utilities shown on the CONSULTANT'S instruments of service comprise all such utilities in the area, either in service or abandoned. The CONSULTANT further does not warrant that the utilities shown on the instruments of service are in the exact location indicated.

**Successors and Assigns:** Both parties agree that, upon execution of this agreement, same shall be binding upon their/its successors, assigns, and legal representatives until terminated by the expiration of agreement or termination by written notice, as provided above.

**Limitation of Liability:** The CLIENT agrees that to the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT, CONSULTANT'S officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Agreement from any cause or causes, including but not limited to torts, negligence, professional errors or omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by CONSULTANT or \$100,000 whichever is greater.

## GENERAL PROVISIONS

## EXHIBIT B

**Waiver of Consequential Damages:** Notwithstanding anything in this Agreement to the Contrary, it is agreed that CONSULTANT shall not be liable in any event for any special or consequential damages suffered by the CLIENT arising out of the services hereunder. Special or consequential damages as used herein shall include, but not limited to, loss of capital, loss of product, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

**Opinion of Probable Construction Cost:** Opinions of probable construction costs and detailed cost estimates prepared by the CONSULTANT represent his/her best judgment as a design professional familiar with the construction industry. It is recognized, however, that the CONSULTANT has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices or over competitive bidding or market conditions. Accordingly, the CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the CONSULTANT's opinion of probable construction cost.

**Construction Phase Services:** (If included under the scope of this Agreement) The CONSULTANT shall provide administration of the Contract between the CLIENT and the Contractor as set forth below and in General Conditions of the Contract for Construction. The CONSULTANT's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the CONSULTANT issues the Statement of Final Completion.

The CONSULTANT shall advise and consult with the CLIENT during the Construction Phase Services. The CONSULTANT shall have authority to act on behalf of the CLIENT only to the extent provided in this Agreement or the General Conditions of the Contract for Construction. The CONSULTANT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall be responsible for the CONSULTANT's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The CONSULTANT shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in substantial compliance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the CONSULTANT shall keep the CLIENT reasonably informed about the progress and quality of the portion of the Work completed, and report to the CLIENT (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**Jobsite Safety:** That the General Contractor shall be solely responsible for jobsite safety, and that this intent shall be carried out in the CLIENT'S contract with the General Contractor, and that such contract shall indemnify the CONSULTANT. The CONSULTANT, and his agents, shall be named as an additional insured on the General Contractor's policies of general liability insurance.

**Construction Staking:** That the Fees the CONSULTANT receives for the task of construction staking are not commensurate with the potential risk. CLIENT, therefore, agrees to check or require General Contractor to check the location of all construction stakes placed by the CONSULTANT. CLIENT further agrees to limit liability of CONSULTANT for construction staking services such that the total liability of the CONSULTANT shall not exceed the CONSULTANT'S compensation received for the particular service, or \$5,000.00, whichever is greater.

**Hazardous Materials:** The CLIENT agrees that the CONSULTANT's scope of services does not include any services related to the presence of any asbestos, fungi, bacteria, mold or hazardous or toxic materials. Should it become known to the CONSULTANT that such materials may be present on or adjacent to the jobsite, the CONSULTANT may, without liability for any damages, suspend performance under this agreement, until CLIENT takes appropriate action to remove or abate said materials. The CLIENT further agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT, its officers, partners, employees and subconsultants (collectively, CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos, fungi, bacteria, mold, hazardous or toxic substances, or products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the CONSULTANT.

**Mediation:** Any claims or disputes under this agreement shall be submitted to non-binding mediation.

rev 130722

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

*ME*

COUNCIL MEETING DATE: April 18, 2023		SUBMITTED BY: Mark Elbert - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION <input type="checkbox"/>	
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING <input type="checkbox"/>	
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>	

SUBJECT:

**Lease Agreement-Public Works Dept Facility on 4401 Giles Rd.**

SYNOPSIS/BACKGROUND:

Bellevue Public Works would like to enter a two-year lease at the site located at 4401 Giles Rd. to address immediate, short-term facility and staffing needs for the street department.

FISCAL IMPACT: \$12,000.00      BUDGETED FUNDS?: NO      GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES      COUNTER-PARTY: Christine Hampton      INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: Public Works Department facility on Giles Road

CONTRACT EFFECTIVE DATE: Jan. 1, 2024      CONTRACT TERM: two years      CONTRACT END DATE: Dec. 31, 2025

PROJECT NAME:

START DATE:      END DATE:      PAYMENT DATE:      INSURANCE REQUIRED:

CIP PROJECT NAME:      CIP PROJECT NAME:

STREET DISTRICT NAME (S):      STREET DISTRICT NUMBER (S): 15

ACCOUNTING DISTRIBUTION CODE:      ACCOUNT NUMBER:

RECOMMENDATION:

City Council and Mayor to approve the two year Lease Agreement located at 4401 Giles Rd.

ATTACHMENTS:

- 1. Lease agreement
- 2.
- 3.
- 4.
- 5.
- 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*Kimberly J. Miller*

*Mark Elbert*

**LEASE AGREEMENT**

**PUBLIC WORKS DEPARTMENT FACILITY ON GILES ROAD**

This lease is made and executed on the day set forth below, by and between the City of Bellevue in the State of Nebraska, a body politic and corporate, hereinafter "Lessee" and Christine Hampton, hereinafter "Lessor".

**I. DEMISE, DESCRIPTION AND USE OF PREMISES**

Lessor leases to Lessee and Lessee from Lessor, for the purpose of conducting in and on such premises any lawful business, including, but not limited to, such functions of City of Bellevue government as may be determined by the City of Bellevue, those certain premises with any and all appurtenances, situated in Sarpy County Nebraska and more particularly described as:

**The west Two Hundred and Fifty Nine Feet (259') of Tax Lot 6, located in the NW 1/4 of Section 20, Township 14N, Range 13E of the 6th P.M., Sarpy County, Nebraska, Consisting of approximately 3.00 acres, more or less.**

As used in this Lease Agreement, the term "premises" refers to the real property above described and to any improvements which are now or which, from time to time, may become located on the property which is the subject of this Lease Agreement.

**II. TERM, OPTION TO RENEW AND TERMINATION**

The initial term of this Lease shall be for two (2) years, commencing on the 1st day of January, 2024, through and including the 31st day of December, 2025. Such term may be renewed biennially for a maximum of six (6) additional years, at the option of the Lessee, subject only to the renegotiation of the lease price. Such price shall be agreed upon in writing not less than sixty (60) days prior to the renewal of this Lease Agreement.

As used in this Lease Agreement, the expressed "term of this Lease Agreement" refers to the initial term and to any renewal of this Lease Agreement.

Either Party may terminate this Lease Agreement upon sixty (60) days written notice to the other.

**III. RENT**

The total rent for the initial term shall be Twelve Thousand Dollars and No Cents (\$12,000.00) per year, which Lessee shall pay to Lessor on or before the 31st day of January. Payment for any renewal of this Lease Agreement shall be made on or before the 31st day of January of each year for which this Lease Agreement is renewed. Should, for any reason, the term of this Lease Agreement end before the 31st day of December of any year, the rent shall be prorated for the actual term of the lease for that year, and Lessor shall refund the unused portion of the rent to the Lessee.

**IV. WARRANTIES OF TITLE AND QUIET POSSESSION**

Lessor possesses the premises in fee simple and has full rights to make and enter into the Lease Agreement. Lessee shall have quiet and peaceable possession of the premises during the term of this Lease Agreement.

#### **V. LESSOR'S RIGHT OF ENTRY**

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the premises at reasonable times and with reasonable notice to Lessee for the purpose of inspecting the premises.

#### **VI. PAYMENT OF TAXES**

Lessor shall be responsible for any and all real estate taxes, special assessments or levies which are or may become due and owing for the premises.

#### **VII. IMPROVEMENTS TO PREMISES AND DISPOSITION THEREOF**

Lessee shall have the right to make or cause to be made such alterations, improvements, and/or changes in, on, under or to the premises as Lessee, in its sole discretion, may desire. Lessee shall also have the right to make or cause to be made, to erect or cause to be erected, any building, structure, fence, retaining pond, appurtenance or fixture in, on under or to the premises as Lessee, in its sole discretion, may from time to time deem necessary. Lessee shall, at Lessee's sole expense, remove any and all structures, fences, retaining ponds, appurtenances or fixtures in, on, under or to the premises at such time as the Lessee vacates the property. Lessor may waive the Lessee's obligation to remove said structures.

#### **VIII. PROHIBITION AGAINST DUMPING**

Lessee shall cause to be erected such signs, notices, and warnings prohibiting dumping on or about the premises as Lessee may deem necessary. Lessee shall notify law enforcement authorities of illegal dumping upon the premises, and take such steps as may be necessary to enforce state statutes and local ordinances which prohibit dumping on or upon the premises. Lessee shall also notify adjacent landowners of such prohibitions, and of Lessee's intent to seek prosecution of those persons responsible for illegal dumping.

#### **IX. UTILITIES**

Lessee shall bear the sole cost of utilities of whatever type or kind that, in Lessee's sole discretion, may be necessary for the premises.

#### **X. INDEMNIFICATION OF LESSOR (Insurance)**

Lessor shall not be liable for any loss, injury, death or damage to persons or property that at any time may be suffered or sustained by Lessee or by any person whosoever may, at any time, be used, occupying, or visiting the premises, or whosoever may be on or about the premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of lessee or of any elected official, officer, agent, or employee of Lessee. Lessee shall indemnify Lessor against any and such claims, liability, loss, or damage whatsoever, on account of any such loss, injury, death or damage, savings only such loss, injury, death or damage which may arise by reason of the intentional acts, negligence or misconduct of Lessor, or Lessor agents and/or employees.

#### **XI. REDELIVERY OF PREMISES**

At the termination of this Lease Agreement, Lessee shall peaceably and quietly quit and surrender to the Lessor the premises in good order and condition subject only to the other terms and conditions of this Lease Agreement. Lessee shall, however, exercise its best efforts to remove any hazardous substances or toxic material, salt, gravel or other material Lessee shall

have stored on the property, including the retention pond, if any. Lessee shall, however, expend no more than Thirty-Five Thousand Dollars (\$35,000) in its efforts to remove said hazardous substances or toxic material, salt, gravel, retention pond or other materials which have been stored on the land.

## **XII. LIENS AND ENCUMBRANCES**

Neither Lessee nor Lessor shall allow or cause to be allowed any lien or encumbrance against the premises during the term of the Lease Agreement. Furthermore, Lessor shall provide written notice to Lessee three (3) months before any sale, gift, exchange, or other transfer of the premises to any person, party, business, or other entity.

## **XIII. COMPLIANCE WITH LAWS AND OTHER PROVISIONS**

- a. Pursuant to Neb. Rev. Stat. §13-804(5) (Reissue 2012), the Parties hereto acknowledge, stipulate, and agree that this Lease Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by law.
- b. Lessor warrants that they have neither employed nor retained any company or person, other than a bona fide employee working for Lessor, to solicit or secure this Lease Agreement. Lessor further warrants that they have not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Lease Agreement. For breach or violation of this warranty, Lessee shall have the right to annul this Lease Agreement without liability, or in its discretion, to deduct from the Lease Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- c. Lessor promises that they shall save and hold Lessee, its elected and appointed officials, officers, employees and agents, harmless from any and all claims, costs, loss or liability, of whatever type and kind, which may arise or allegedly arise from the activities of Lessor, whether due to the negligent or intentional activities of Lessor, or otherwise.
- d. The Parties hereto promise and agree to comply with all Federal and State laws and County ordinances, and such rules and other regulations which may apply to this Lease Agreement, including but not limited to those set forth herein.
- e. This Lease Agreement contains the entire Lease Agreement between the Parties, and there are no other written or oral promises, Lease Agreements or warrants which may affect it. This Lease Agreement cannot be amended except by written agreement by both Parties. Notice to the Parties shall be given in writing to the agents for each party named below:

Lessee: TBD  
Bellevue, NE 68046

Lessor: Christine Hampton  
4431 Virginia Street

Omaha, NE 68147

**XIV. BREACH**

Should either Party breach, violate or abrogate any term, condition, clause, or provision of this Lease Agreement, the non-breaching Party may, at its discretion, terminate this Lease Agreement forthwith, upon written notice to the other. This provision shall not preclude the pursuit of other remedies for breach of Lease Agreement as allowed by law.

**XV. SECTION CAPTIONS**

The captions appearing under section number designations of this Lease Agreement are for reference only and are not part of this Lease Agreement and do not in any way limit or amplify the terms and conditions of this Lease Agreement.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2023.

City of Bellevue, NEBRASKA,

(Seal) A body Politic and Corporate

ATTEST:

\_\_\_\_\_

Christine Hampton

Lessor

By: \_\_\_\_\_

CITY OF BELLEVUE, NEBRASKA  
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 18, 2023		SUBMITTED BY: Mark Elbert - Public Works Director	
AGENDA ITEM:	CONSENT AGENDA <input type="checkbox"/>	SPECIAL PRESENTATION	<input type="checkbox"/>
LIQUOR LICENSE <input type="checkbox"/>	ORDINANCE <input type="checkbox"/>	PUBLIC HEARING	<input type="checkbox"/>
RESOLUTION <input type="checkbox"/>	CURRENT BUSINESS <input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>

SUBJECT:

**CDBG Valleyview Sidewalk Improvements award of contract**

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works Department issued a Notice for Bids for the Valleyview Sidewalk Improvements (BPW-230103). After review of the bids received, the low, responsive, responsible bidder, NL&L Concrete Inc. has been recommended for the project. CDBG grant funds are available for reimbursement for this project.

FISCAL IMPACT:: \$146,953.12 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES	COUNTER-PARTY: NL&L Concrete Inc.	INTERLOCAL AGREEMENT:
CONTRACT DESCRIPTION: CDBG Valleyview Sidewalk Improvements		
CONTRACT EFFECTIVE DATE:	CONTRACT TERM:	CONTRACT END DATE:
PROJECT NAME:		
START DATE:	END DATE:	PAYMENT DATE:
INSURANCE REQUIRED:		
CIP PROJECT NAME:	CIP PROJECT NAME:	
STREET DISTRICT NAME (S):	STREET DISTRICT NUMBER (S): CDBG-192301	
ACCOUNTING DISTRUBUTION CODE:	ACCOUNT NUMBER: 60/00/1903/192301/450/60HUD	

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement between the City of Bellevue and NL&L Concrete Inc. in the amount of \$133,593.75, plus a 10% contingency of \$13,359.37 for a total project cost of \$146,953.12 for the CDBG Valleyview Sidewalk Improvements.

ATTACHMENTS:

- |             |             |              |
|-------------|-------------|--------------|
| 1. Contract | 2. Proposal | 3. Bid Sheet |
| 4.          | 5.          | 6.           |

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

## CONTRACT

## CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 4TH day of April 2023 by and between the City of Bellevue Nebraska, a municipal corporation of first class and a political subdivision of the State of Nebraska ("City"), and NL & L, Concrete Inc. ("Contractor"). Whenever used in this Contract, the term "Party" shall mean City or Contractor, individually, and the term "Parties" shall mean the City and Contractor, collectively.

WHEREAS, Contractor submitted a bid proposal ("Proposal") to City in response to the solicitation or invitation to perform certain work for certain project(s), (as the work and project(s) are more particularly identified in Paragraph 2 of this Contract); and

WHEREAS, Contractor was selected to perform such work subject to the terms, conditions and other provisions of this Contract.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Contract/Contract Documents. Whenever used in this Contract, the term "Contract Documents" shall mean and include this Contract, and (i) the published notice inviting or soliciting bids or proposals in connection with the Work or Projects; (ii) City's request or solicitation for bids or proposals together with all addenda, drawings, schedules, exhibits, manuals, materials and documents attached or relevant to or referenced in such request or solicitation, including all Instructions, Plans, Specifications, Provisions, General or Special Conditions; (iii) Contractor's Bid or Proposal, together with all addenda, drawings, schedules, exhibits, materials and documents attached or relevant to or referenced in such Bid or Proposal; (iv) all payment, performance, labor, materials, maintenance or other bonds or Contract security; and (v) all written change orders, modifications or supplementary terms, conditions or instructions from City pursuant to paragraph 14(g) of this Contract. All Contract Documents shall be considered to be an integral part of this Contract whether or not attached to this written Contract; provided that in the event there shall be any conflict between this written Contract and any of the other Contract Documents, the provisions of this written Contract shall prevail.

2. Contractor's Work. Except to the extent expressly undertaken by City pursuant to the Contract Documents, (i) Contractor shall perform all site preparation and security, labor, supervision, direction, testing, and other services or work ("Work") necessary or appropriate for completion of the CDBG Valleyview Sidewalk Improvements ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars (\$500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One hundred thirty-three thousand five hundred and ninety-three dollars and 75/100 Dollars (\$ 133,593.65 ) ("Contract Sum").

Upon completion of Work at the Project site, Contractor shall submit an invoice requesting payment ("Application for Payment") based upon the amount of Work actually completed at the Project site and Contractor shall set forth in detail the Work performed at the rate specified on Contractor's Bid or Proposal. Unless withheld by city because the Project Site Work does not comply with the Contract Documents or because the Contractor's failure to otherwise comply with the requirements of this contract as they may apply to any of the Work, City shall pay contractor ninety percent (90%) of the invoice within thirty (30) days of its receipt. Final payment constituting the entire unpaid balance of the Contract Sum shall be made by City to Contractor when the Contract has been fully performed and accepted, including Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment. Prior to final payment, Contractor shall provide evidence that

all employees, subcontractors, material suppliers and other persons or entities have been paid in full for any labor, materials, supplies or equipment used in connection with the Work; such evidence shall consist of receipts, releases, and waivers of liens, claims, security interests, or encumbrances arising out of the Work, to the extent and in such form as may be designated by City. At any time Contractor submits an Application for Payment, it shall constitute a representation by Contractor that all Work is completed as warranted by paragraph 5 of this Contract.

8. Corrective Work. Whenever discovered prior to the expiration of the Warranty Period, Contractor shall promptly correct any Work ("Corrective Work"), which is found to be substandard, defective or otherwise not in accordance with this Contract whether or not such Work or Corrective Work has been completed, installed or constructed. Contractor shall bear all costs and expense of Corrective Work, including all professional, testing, removal or inspection costs.

9. Risk of Loss. Contractor shall bear all risk of loss of or damage to all Work until (i) all Work has been satisfactorily completed and accepted; and (ii) in the case of Corrective Work, until the Corrective Work has been completed to the satisfaction of the City.

10. Contractor's Indemnity. Contractor shall defend, indemnify and hold City, its agents and employees harmless from and against any claims, damages (including damages for any personal injury, bodily injury, including death, or property damages), losses and expenses, including any reasonable attorney fees, of any person or entity arising or resulting from or out of (i) Contractor's performance under this Contract; (ii) any breach or default in or any violation or nonperformance of any covenant, term, provision, condition or agreement ("Default") in this Contract to be kept, observed, satisfied or performed by Contractor; (iii) any alleged act, error, omission or negligence of Contractor, its employees, subcontractors, agents, or any other person acting on behalf of Contractor; (iv) any material misrepresentation by Contractor; or (v) Contractor's operations in or about any Project site while Contractor is performing Work on such Project site except to the extent such claims result or arise from or out of, solely and proximately, from City's negligence, unlawful conduct or material breach of this Contract.

11. Termination for Default. In addition to any other remedies at law or in equity, City may terminate this Contract whenever Contractor (i) repeatedly refuses to materially comply with any reasonable requirement of City; (ii) fails to timely make any payment required by this Contract; or (iii) fails or refuses to cure any other Default within seven (7) days from written notice from City specifying such Default. Termination shall be effective immediately upon notice from City; provided, however, City may, without prejudice to any of its other rights or remedies under this Contract or otherwise, correct such Default in which event Contractor shall reimburse City for all costs and expenses incurred in undertaking such cure or to collect such reimbursement from Contractor.

12. Survival of City's Rights. All indemnity obligations of Contractor under this Contract and the Contractor's obligations under Paragraphs 5, 8 and 10 of this Contract shall survive the completion of all Work and the expiration or termination of this Contract.

13. Bonds and Insurance. Contractor shall furnish to the Department of Public Works for City at least five days prior to commencing any Work under this Contract a Performance Bond in an amount equal to 100% of the Contract Sum and a 100% Labor and Material Bond and all other Contract security and all policies or certificates of insurance which are required by the Contract Documents.

Contractor will maintain and provide evidence of the following insurance coverages from insurance companies acceptable to the city:

- Commercial General Liability \$1,000,000 per occurrence, \$2,000,000 aggregate, City of Bellevue named as an Additional Insured including completed operations, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Auto Liability - \$500,000 combined single limit.
- Workers Compensation/Employers Liability - Statutory limits \$100,000, \$500,000, \$100,000 limits, Waiver of Subrogation in favor of City of Bellevue.
- Commercial Umbrella Liability - \$2,000,000 minimum limit, City of Bellevue named as Additional Insured.
- Builders Risk/Installation Floater - Limit equal to completed value of project. Coverage must apply to City's and all subcontractors interests in property and project.

14. Miscellaneous.

- a. Contractor shall promptly pay all persons or entities that have furnished any services, labor, material, equipment or supplies in connection with any of the Work.
- b. Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work.
- c. Contractor shall perform all Work in compliance with applicable federal, state and local laws, rules and regulations applicable to such performance. Contractor shall comply at all times with the Fair Employment Practices Act (Nebraska Revised Statutes, Sections 48-1101 *et seq.*). Contractor shall pay the Unemployment Compensation Fund of the State of Nebraska any unemployment contributions and interest due under provisions of the Nebraska Revised Statutes (Sections 48-601 *et seq.*).
- d. Contractor shall provide City or its representatives access to all Work (including Work in progress) for inspection or other appropriate purposes during all reasonable times. Contractor shall uncover any Work which has not been inspected at its sole cost and expense unless due to the neglect of City.
- e. Contractor shall keep the Project site(s) free from accumulation of rubbish, debris and hazards. Upon completion of Work at each Project site, Contractor shall remove all surplus materials, all tools, equipment, machinery, waste, rubbish and other items not constituting a part of the completed Work.

- f. Contractor shall be responsible for all acts, errors, omissions or neglect of Contractor's agents and employees, including Contractor's subcontractors and its agents or employees.
- g. City shall have the right to make minor changes in the Work, including Drawings, Plans, and Specifications, at no additional compensation or consideration to Contractor by notice in writing to Contractor. All other changes in Work shall be by written Change Order executed by the Project representative of each Party. City and Contractor each represents that its Project representative is authorized to execute such Change Order and shall be bound by the same; provided, however, that prior approval of the Bellevue City Council shall be required for (i) any Change Order resulting in an adjustment to the Contractor's compensation of more than \$10,000, or (ii) any Change Order or series of Change Orders which in the aggregate increase Contractor's compensation by ten percent (10%) or more of the original compensation.
- h. Neither (i) City's payment of any invoice, nor (ii) the presence of City or its representatives on any Project site, nor (iii) the inspection or approval of any Work shall constitute acceptance of such Work as compliant or otherwise being in accordance with the Contract Documents and shall not be construed to waive any right to indemnity or any other right or remedy of City for any Default of Contractor.
- i. Contractor may not assign or subcontract all or any portion of the Work, except as specified in the Bid or Proposal, without City's prior written consent, which may be withheld in City's absolute discretion.
- j. Contractor shall not assign any moneys due or to become due under this Contract without the prior written consent of City, which may be withheld in City's absolute discretion.
- k. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract.
- l. Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection and warnings to prevent damage, injury or loss to employees, subcontractors and any other persons, such as pedestrians or motorists, who may be present upon or within the vicinity of a Project site while Work is being performed or in progress.
- m. Any approval, notice or communication to a Party required or permitted by this Contract shall be sufficient only if made in writing.
- (i) Any notice which may be permitted or required to be given pursuant to this Contract shall be delivered personally or shall be sent by United States certified mail, postage prepaid addressed as set forth below:

If to City:

City of Bellevue  
Public Works Department  
Attn: Public Works Director  
1510 Wall Street  
Bellevue, NE 68005  
Fax No.: (402) 293-3173

With a copy to:

Annie Matthews  
Bellevue City Attorney  
1500 Wall Street  
Bellevue, NE 68005

If to Contractor:

NL & L Concrete Inc.  
5634 S. 85<sup>th</sup> Circle, #202  
Ralston, NE 68127  
Phone No.: 531-466-4560

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax No.: \_\_\_\_\_

(ii) Each Party may from time to time change its address for receipt of notices by sending a notice in the manner provided to the others specifying the new address.

(iii) Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted at the last address specified and if the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. In the event the Parties utilize "facsimile" transmitted signed documents, the Parties hereby agree to accept and to rely upon such documents as if they bore original signatures. Each Party acknowledges and agrees to provide to the other Party, within 72 hours of transmission, such documents bearing the original signatures.

n. City's Project representative shall be the Public Works Director, or his designee.

o. A failure by a Party to enforce any of its rights under this Contract shall not at any time constitute a waiver of such right or any other right, and shall not modify any rights, remedies or obligations of such Party under this Contract or otherwise.

p. The Contract Documents form the entire agreement of the Parties and supersede any prior oral or written agreements of the Parties in connection with the subject matter of this Contract. Neither this Contract, nor any of the Contract Documents, shall be modified or amended except in a writing duly executed by City.

q. Contractor shall comply with: (i) the provisions of Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulation (41 C.F.R., Part 60); (ii) the Copeland "Anti-kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (20 C.F.R., Part 3); and (iii) all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the C.F.R.) issued pursuant to the Civil Rights Act of 1964 and all applicable federal, state and local laws.

r. The Contractor represents that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the City with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

s. Contractor shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the Work, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, privileges or employment of such employee or applicant.

t. Within thirty (30) days of the date of this Contract, Contractor shall adopt an affirmative action policy and program for equal employment opportunity similar to but not limited to the Equal Employment Action Program of City. Further, within ninety (90) days of the date of this Contract, assuming this Contract is of a duration of at least ninety (90) days, and annually thereafter for the duration of this Contract, Contractor shall submit an affirmative action report to City. By executing this Contract, Contractor acknowledges and agrees to comply with City's Affirmative Action Equal Opportunity Policy Statement, as attached hereto as Exhibit "B" and incorporated herein by this reference.

u. References to any document or other instrument includes all amendments and replacements thereof and supplements thereto. References to provisions of law shall be construed as references to those provisions as respectively amended, extended, consolidated or reenacted or as their application is modified by other provisions from time to time and shall include any provisions of which they are reenactments (whether with or without modification), any orders, regulations, instruments, or other subordinate legislation made under the relevant statute.

v. Each Party agrees that it has been given the opportunity to thoroughly discuss all aspects of this Contract with an attorney of its choosing and that each Party has carefully read and fully understands all of the provisions of this Contract. Each Party further represents and acknowledges that in executing this Contract it has not relied upon any representation or statement of the other Party or the other Party's officers, directors, employees, agents, council members or attorneys with regard to the subject matter, basis or effect of this Contract outside of the content of this Contract.

w. The provisions of this Contract are intended to be performed in accordance with, and only to the extent permitted by, all applicable requirements of law. If any provision of this Contract or the application of the Contract to any person or circumstance shall, for any reason and to any extent, be held invalid or unenforceable, neither the remainder of this Contract nor the application of this Contract or such provision to any other person or circumstance or other instruments referred to in this Contract or affected provision shall be affected thereby but, rather, the same shall be enforced to the fullest extent permitted by law. In the event that any provision of this Contract, or the application thereof, is held by any court of competent jurisdiction to be illegal or unenforceable, the Parties shall attempt in good faith to agree upon an equitable adjustment in order to overcome to the greatest extent possible the effect of such illegality or unenforceability.

x. The failure of any Party to insist upon the strict observance and performance of the terms, provisions or conditions of this Contract shall not be deemed a waiver of other obligations hereunder, nor shall it be considered a future or continuing waiver of the same terms, provisions or conditions.

y. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

z. If there occurs a conflict between or among this Contract, the Specifications and General Conditions, the Bid Schedules and a part hereof or any Addenda, the prevailing provisions, as between the Parties, shall be: first, those contained in this Contract; second, those contained in the applicable Specifications and General Conditions and Bid Schedules to the extent not inconsistent with this Contract; and third, those continued in any applicable Addenda to the extent not inconsistent with this Contract or such Specifications and General Provisions and Bid Schedules. Thereafter, if further interpretation is needed, the Parties acknowledge Contractor having bid for this Contract via the Bid Documents prepared by City Engineer, City of Bellevue.

aa. Contractor shall not be entitled to terminate this Contract or suspend any of the Work for any reason whatsoever, including any breach of this Contract by City.

bb. E-Verify The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department

of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us)
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

IN WITNESS THEREOF, the parties have duly authorized the execution and delivery of this Contract.

CITY OF BELLEVUE, NEBRASKA

ATTEST:

BY: \_\_\_\_\_

Mayor

BY: \_\_\_\_\_

City Clerk

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **EXHIBIT "A"**

### **SPECIFICATIONS**

The Work shall consist of furnishing of labor, materials, usage of contractor's equipment, plant, and all else necessary to complete **"2023 CDBG VALLEY VIEW SIDEWALK IMPROVEMENTS"**, as specified in this Contract and in the plans and specifications in the City's request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2020 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

BIDDER: NL & L Concrete Inc.

Project: City of Bellevue  
**2023 CDBG VALLEY VIEW SIDEWALK IMPROVEMENTS**

### PROPOSAL

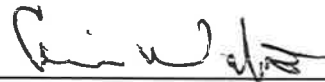
To: Mayor and City Council  
City of Bellevue  
Bellevue, Nebraska 68005

I/We the undersigned have carefully examined the Plans, Specifications, and all addenda thereto and other Contract Documents prepared by the City of Bellevue for “**2023 CDBG VALLEY VIEW SIDEWALK IMPROVEMENTS**” and have carefully examined the site of work and become familiar with all local conditions including labor affecting the cost thereof. I/We do hereby propose to furnish all services, coverage’s, labor, mechanics, superintendence, tools, materials, equipment, and all utilities and transportation services necessary to perform and complete said work (effectively hereinafter called "Work") and Work incidental thereto in a workmanlike manner in strict accordance with said Plans, Specifications, and other Contract Documents including Addenda No.(s) 1 thereto. The undersigned further certifies that I/We personally inspected the actual location of the Work, together with the local sources of supply; that I/We understand the conditions under which the Work is to be performed, and that I/We waive all right to plead any mistake or misunderstanding regarding the extent of or location of the Work or the conditions peculiar to the area.

The undersigned agrees to furnish the required bonds and to sign the Contract within ten (10) days from and after the acceptance of the Proposal and further agrees to begin Work within ten (10) days after receipt of written Notice to Proceed, and to complete the Work within (**see Construction Schedule**) The undersigned understands that the quantities mentioned are subject to increase and/or decrease and hereby proposes to perform all quantities of Work as increased or decreased in accordance with the provisions of the Contract Document and at the unit price bid.

Accompanying this Proposal, as a guaranty that the undersigned will execute the Contract and furnish a satisfactory bond in accordance with the terms and requirements of the Specifications, is a bid bond or a certified check made payable to the Treasurer, City of Bellevue, Nebraska, in the amount of **5% (five percent) of the bid price**. It is hereby agreed that in case of failure of the undersigned either to execute the Contract or to furnish satisfactory Contract Bond within ten (10) days after receipt of Notice of Award, the amount of this proposal guaranty will be retained by the City of Bellevue, Nebraska, as liquidated damages arising out of failure of the undersigned either to execute the Contract or to furnish bond as proposed. It is understood that in case the undersigned is not awarded the Work, the proposal guaranty will be returned as provided in the Specifications.

Respectfully submitted:



Signature of Bidder - Title

Eric Wallquist

Typed or Printed Name

NL & L Concrete Inc.

Name of Company

56301 50 85<sup>th</sup> Cir

Business Address

Riverton Ne. 68127

04-456-1045

DUNS #

43383-22

City of Bellevue Contractor's License #/or  
approved equivalent

531-466-4580

Phone Number

Contractor shall secure and pay for all permits, fees, and licenses for execution and completion of the Work. Contractor must possess a City of Bellevue Contractor's License or possess an approved equivalent (must be approved by the Chief Building Official). Contact the Permits & Inspections Department at 402-293-3014 with any questions. Contractor shall provide proof of a valid Contractor's License and a copy of the permit prior to work of this project commencing.

ITEMIZED BID SCHEDULE  
 BPW-230103  
 2023 CDBG VALLEY VIEW  
 SIDEWALK IMPROVEMENTS

Item No.	Description	Estimated Quantity	Units	Unit Price	Total
102.000	CLEARING AND GRUBBING - GENERAL	1	LS	5000.00	5,000.00
102.050	CLEARING AND GRUBBING TREES OVER 48" DIAMETER	1	EA	1800.00	1800.00
103.170	REMOVE AND RESET RETAINING WALL	40	SF	55.00	2200.00
103.410	REMOVE AND RELOCATE FENCE	100	LF	15.00	1500.00
105.140	REMOVE SIDEWALK	2675	SF	2.00	5350.00
501.400	ADJUST UTILITY VALVE TO GRADE	2	EA	400.00	800.00
503.000	CONSTRUCT 4-INCH PCC SIDEWALK	9745	SF	5.75	56033.75
503.002	CONSTRUCT 6-INCH PCC SIDEWALK	100	SF	6.20	620.00
503.100	CONSTRUCT SIDEWALK CURB WALL	30	SF	30.00	900.00
503.202	CONSTRUCT 6-INCH IMPRINTED PCC SURFACE	328	SF	7.50	2460.00
504.000	CONSTRUCT PCC CURB RAMP	456	SF	19.00	8664.00
504.100	CONSTRUCT DETECTABLE WARNING PANEL (SUBSIDIARY)	152	SF	--	--
605.000	CONSTRUCT SEGMENTAL RETAINING WALL	300	SF	45.00	13500.00
702.915	ADJUST MANHOLE TO GRADE	1	EA	400.00	400.00
802.002	INSTALL SEEDING (SUBSIDIARY)	1550	SY	--	--
802.002A	INSTALL SEEDING (AUTHORIZED)	130	SY	\$4.00	\$520.00
802.700	INSTALL SODDING (SUBSIDIARY)	90	SY	--	--
802.700A	INSTALL SODDING (AUTHORIZED)	30	SY	\$7.00	\$210.00
906.210	PROVIDE TEMPORARY TRAFFIC CONTROL	1	LS	3500.00	3500.00
1002.054	REPAIR PAVEMENT (TYPE L85)	30	SY	90.00	2700.00
1002.100	REPAIR CURB AND GUTTER	430	LF	40.00	17200.00
1002.101	REPAIR DRIVEWAY (TYPE L85)	71	SY	64.00	4544.00
1109.000	MOBILIZATION/DEMOBILIZATION	1	LS	5000.00	5000.00
1110.000	TOWING	2	HR	100.00	200.00

TOTAL BID \$ 133,593.75

BIDDER: N L & L Concrete, Inc.

