Bellevue City Council Meeting
Tuesday, March 19, 2024 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Chris Hemmelman, First City Church, 1908 Lloyd Street.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on the rear wall of the Council Chambers
5. APPROVAL OF AGENDA, CONSENT AGENDA, CLAIMS, AND ADVISORY COMMITTEE REPORTS:
    a. Approval of the Agenda
    b. Approval of the Consent Agenda ***(Items marked with an (*) are approved where this item is, unless otherwise removed)***
        1. * Approval of the March 5, 2024 City Council Minutes.
        2. * Acknowledge receipt of February 13, 2024 Tree Board Minutes.
        3. * Approval of the March 5, 2024 Board of Equalization (BOE) Minutes.
6. * APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS: NONE
8. ORGANIZATIONAL MATTERS: NONE
9. APPROVED CITIZEN COMMUNICATION: NONE RECEIVED
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd reading): NONE
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
    a. Ordinance No. 4151: Request to rezone Lots 1 through 116, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A1 located in the Southeast ¼ of Section 20, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from RS-72 to RD-60-PS, RG-50-PS, RG-20-PS, MU, and BG for the purpose of residential and commercial development, with site plan approval; and Preliminary Plat Lots 1 through 116, and Outlots A through E, Cornhusker Creek. Applicant: Cornhusker Creek, LLC. General Location: NW Corner of South 36th Street and Cornhusker Road. (Planning Director)
        1. Request to Preliminary Plat Lots 1 through 116, and Outlots A through E, Cornhusker Creek. **(Public Hearing Required)**
13. ORDINANCES FOR INTRODUCTION (1st reading):
    a. Ord. No. 4152 - To amend Chapter 18 of the Bellevue Municipal Code by Amending Section 18-95 regarding parking of trucks and to provide an effective date. (Code Enforcement)
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE
15. RESOLUTIONS: NONE
16. CURRENT BUSINESS:
    a. Approve the purchase with Midwest Lift for the purchase of four (4) new portable lifts, for the Fleet Department, not to exceed the amount $57,551.28. (Public Works Director)
    b. Approve and authorize the Mayor to sign the purchase of a new Ford F350 4x4 truck and HR800 Rotary Mower for the Parks Department, to replace old equipment, in the amount not to exceed $196,476.00. (Public Works)
    c. Approve and authorize the Mayor to sign the agreement with Topkote Inc. for the 2024 Chip Seal Projects in the amount of $110,546.88, plus a 10% contingency of $11,054.68, for the total project cost of $121,601.56. (Public Works Director)
    d. Approve the bid from CertaPro Painters to paint the Bellevue Fire Training Facility burn

tower in an amount not to exceed $10,520.22. (Public Works Department)

e. Approve the estimate from Best Cut Lawn Care to rebuild the retaining wall at District 2 Fire Station in an amount not to exceed $17,310.00. (Public Works Director)

f. Approve the low estimate from Best Cut Lawn Care for the building of the Bellevue Cemetery wall, in an amount not to exceed $49,950.00. (Public Works Director)

17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(March report will be attached to April 2nd meeting)**
18. CLOSED SESSION:
19. ADJOURNMENT
20. ORDINANCES FOR PUBLIC HEARING (2nd reading):
21. ORDINANCES FOR INTRODUCTION (1st reading):

MINUTE RECORD

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 5th day of March 2024 at 6:00 p.m. Present were Council Members Rich Casey, Paul Cook, Jerry McCaw, Thomas Burns, Don Preister, and Kathy Welch.

Also present were City Administrator Jim Ristow and City Attorney Aimee Bataillon.

Notice of this meeting was given in advance thereof by publication in the Sarpy County Times 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. Available in the Office of the City Clerk confirmation of the affidavit of publication, the certificate of posting, and the council's acknowledgment of receipt of notice.
All proceedings shown hereafter were taken while the convened meeting was open to the public.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Hike led in the Pledge of Allegiance. Pastor Gary Fuller, Avery Presbyterian Church, 1910 Avery Road East, provided the invocation.

OPEN MEETINGS ACT

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

APPROVAL OF THE AGENDA:

Motion was made by Preister, seconded by Welch, to approve the agenda.

Motion was made by Preister, seconded by Welch, to amend the agenda by removing Item 16g.

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

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

APPROVAL OF THE CONSENT AGENDA:

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

Consent agenda included the following items: Approval of the February 20, 2024, City Council Minutes; Acknowledge receipt of the February 21, 2024 Bellevue Joint City Leadership Work Session Minutes. Acknowledge receipt of the Complete Streets Annual Report; Approval of Claims; Approve and authorize the Mayor to sign the Interlocal Cooperation Agreement with Sarpy County pertaining to sirens; and Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) with Sarpy County pertaining to the 911 System.

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

SPECIAL PRESENTATIONS: NONE

ORGANIZATIONAL MATTERS: NONE

APPROVED CITIZEN COMMUNICATION:

Patrice Beckham - Thoughts & observations regarding administrative process and council rules.

Ms. Patrice Beckham, 13601 South 18th Street, shared her thoughts and observations regarding administrative process and council rules.

Kyle Rhone – Budget

Mr. Kyle Rhone 1908 Madison Street, spoke on his concerns with the budget.

LIQUOR LICENSES:

Recommend approval to the Nebraska Liquor Control Commission (NLCC) for an application of a Class "C" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, for Happy Buddhas LLC dba "Happy Buddhas Asian Cuisine" located at 3808 Twin Creek Drive Suite 107, Bellevue, NE 68123 and John Stevens as Manager. (City Clerk)

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

Mr. Jacob Bettsworth, was present to answer any questions.

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 Welch, to recommend approval to the Nebraska Liquor Control Commission (NLCC) for an application of a Class "C" Liquor License to sell beer, wine, and distilled spirits, On and Off Sale, for Happy Buddhas LLC dba "Happy Buddhas Asian Cuisine" located at 3808 Twin Creek Drive Suite 107, Bellevue, NE 68123 and John Stevens as Manager. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, Preister, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR ADOPTION: (Third Reading):

Ordinance No. 4146: Request to amend Ordinance No. 4104, City of Bellevue Zoning Ordinance, regarding minor text amendments for the purpose of updating staff titles. Applicant: City of Bellevue. (Planning Director)

Motion was made by Casey, seconded by Cook, to approve Ordinance No. 4146: An ordinance of the City of Bellevue, Nebraska to adopt the zoning regulations and official zoning map for the City of Bellevue, Nebraska; to provide for the repeal of ordinances inconsistent herewith; and to provide when this ordinance shall be in full force and effect. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, Preister, and Welch voted yes; voting no: none; absent: none. Motion carried.

Ordinance No. 4147: Request to amend the City of Bellevue Subdivision Regulations regarding minor text amendments for the purpose of updating staff titles. Applicant: City of Bellevue. (Planning Director)

Motion was made by Cook, seconded by Welch, to approve Ordinance No. 4147: An ordinance to amend Ordinance No. 4105, subdivision ordinance, by changing staff titles and adopting definitions for such; to repeal such ordinance as heretofore existing; and to provide an effective date of the ordinance. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Burns, Preister, and Welch voted yes; voting no: none; absent: none. Motion carried.

ORDINANCES FOR PUBLIC HEARING: (Second Reading) NONE

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance No. 4151: Request to rezone Lots 1 through 116, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A1 located in the Southeast ¼ of Section 20, T14N, R13E, of the 6th P.M., Sarpy County, Nebraska from RS-72 to RD-60-PS, RG-50-PS, RG-20-PS, MU, and BG for the purpose of residential and commercial development, with site plan approval; and Preliminary Plat Lots 1 through 116, and Outlots A through E, Cornhusker Creek. Applicant: Cornhusker Creek, LLC. General Location: NW Corner of South 36th Street and Cornhusker Road. (Planning Director)

Ordinance No. 4151: 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 South 36th Street and Cornhusker Road, 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 held March 19, 2024.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS: NONE

CURRENT BUSINESS:

Authorize the purchase of a Scorpion II Crash Trailer Attenuator for the street department, in an amount not to exceed $33,325.00 and authorize the Mayor to sign. (Public Works Director/Street Dept.)

Motion was made Welch, seconded by McCaw, to authorize the purchase of a Scorpion II Crash Trailer Attenuator for the street department, in an amount not to exceed $33,325.00 and authorize the Mayor to sign. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the agreement with Alfred Benesch & Company for the 2024-2025 Resurfacing Project, in an amount not to exceed $229,586.38. (Public Works Director)

Motion was made by Preister, seconded by Casey, to approve and authorize the Mayor to sign the agreement with Alfred Benesch & Company for the 2024-2025 Resurfacing Project, in an amount not to exceed $229,586.38. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Professional Engineering Services Agreement with Jacobs Engineering Group Inc. for drainage improvements, in an amount not to exceed $696,558.00. (Public Works Director)

Motion was made by Cook, seconded by Welch, to approve and authorize to sign the Professional Engineering Services Agreement with Jacobs Engineering Group Inc. for drainage improvements, in an amount not to exceed $696,558.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign Amendment #1 to the original Agreement with Fulsburg Holt & Ullevig for traffic signal improvements, in an amount not to exceed $4,200.00. (Public Works Director)

Motion was made by Casey, seconded by McCaw, to approve and authorize the Mayor to sign Amendment #1 to the original Agreement with Fulsburg Holt & Ullevig for traffic signal improvements, in an amount not to exceed $4,200.00. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign Change Order No. 4 to the Right of Way Mowing 2022 Contract with Crow Lawn Care LLC, in an amount not to exceed $13,036.17. (Public Works Director)

Motion was made by Burns, seconded by Welch, to approve and authorize the Mayor to sign Change Order No. 4 to the Right of Way Mowing 2022 Contract with Crow Lawn Care LLC, in an amount not to exceed $13,036.17. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Approve and authorize the Mayor to sign the Change Order No. 1 to the Right of Way Parks Mowing 2022 Contract with Alexander Lawn & Landscape, in an amount not to exceed $754.60. (Public Works Director)

Motion was made by Burns, seconded by Preister, to approve and authorize the Mayor to sign the Change Order No. 1 to the Right of Way Parks Mowing 2022 Contract with Alexander Lawn & Landscape, in an amount not to exceed $754.60. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports.
(Monthly reports are given at first Council Meeting of each Month - December and January reports are attached.

CLOSED SESSION:

ADJOURNMENT:

There being no further business to come before the Council at this time, on motion by Burns, seconded by Preister, the meeting adjourned at 6:47 p.m. Roll call vote to approve the motion was as follows: Casey, Cook, McCaw, Preister, Burns, and Welch voted yes; voting no: none; absent: none. Motion carried.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on March 5, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the office of the City Clerk; that such subjects were contained in said agendas for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Susan Kluthe, City Clerk

BELLEVUE, NEBRASKA

TREE BOARD

City of Bellevue

February 13, 2024. Tree Board meeting minutes

Attendance: Joanne Langabee, Don Preister, Tom Mruz, Nancy Scott, and Deborah Woracek were present. Graham Herbst, Community Forest Specialist of the Nebraska Forest Service was a guest. Craig Kimball and Scott Evans were excused. Rob Clatterbuck and Jim Shada did not attend the meeting.

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

Tom motioned to approve the January 2024 meeting minutes. Jo second. All approved of the January minutes. **Deborah will send them to the City Clerk to be filed.**

There was no **park report** as Jim Shada did not attend the meeting or send one.

Old Business: Jo reported that the **Tree City, USA** forms were sent in with a few minor changes due to the new Arbor Day Foundation format. Graham mentioned that the foundation is moving toward looking at ordinance reviews for future points. Jo suggested we look at our city Tree Ordinance to see if it may need revising. Nancy thinks this would be a good winter project for the Board. Don reminded us that the Arbor Day Foundation may send out a new set of parameters for Tree City, USA. Graham works with the Foundation template every year. He announced a new workshop to be held in late summer or early fall. It will be called Trees, People, and Towns. The Tree City, USA ceremony will be held at this workshop. The workshop is still in the planning stage. Jo asked Graham about the possibility of getting more signs for Bellevue entrances, such as Highway 370 and Cornhusker Road. **Graham asked Jo to email him to send her the Foundation contact who can help with the signs.**

Year End Report status: The Year End Report is at the City Clerk. Don asked Deborah to verify that it was received, since it was not on the last agenda. **Deborah will do so after the meeting. Addendum: The report was emailed by Deborah to the city on Jan. 10, 2024, and before the Council on January 16.**

Arbor Day: Don reported that Birchcrest Elementary school is interested in having us plant a tree with their students. He is waiting for Mission Jr. High to give him the name

of the teacher to set up planting a tree at that school. **Don will send requests to the Mayor for the proclamation to be generated then read at each planting.**

Earth Day: Don announced that we may have a table at the community-wide Earth Day event in Omaha and a smaller event in Bellevue. The dates are 27 April for Omaha and 14 April for Bellevue. **We are to mark our calendars for those event dates.**

Tree Festival Work: Prior to today's meeting Don sent an email of the grant being written by Diana Fiala, to fund the festival. The Tree Festival will be October 5th with a rain date of October 12th at Banner Park. Don reminded us, Jim Meier, NE Memorial Forest, is arranging it with us. **Don will gather information for publication as a Save the Date document to be passed out to the public. He will also ask the Mayor for his updated approval of our plans.** We will plant up to 50 trees with memorials on 50 total park trees in Banner Park for the Veteran's Memorial Forest Nebraska. The memorials will also include police and fire fighters who died in the line of duty. There will be a QR code at the park which will include a map of the memorials. Don explained that the tree festival will also have various table vendors such as Green Bellevue, County Extensions, NFS, Arbor Day Foundation, possibly Papillion and Gretna's tree boards, and Fontenelle Forest all with information. Native plant groups, pollinator groups, Bee City USA and bee clubs, etc. will also be invited. The tables may cost $25 for non-profits and $50 for others. The vendors will have their information available during the hours of the festival. We will give away 100 trees to people at the event. Tentative plans include a tree planting demonstration at 9:30 am prior to volunteers planting trees. A second demonstration will be done with the tree given away at 11 am. Nancy asked Graham to arrange for the portable sawmill to come. A discussion about finding suitable trees for it followed, with a suggestion to ask Rob Clatterbuck or Parks about saving a cut tree for this. The festival should be posted to the City, Green Bellevue and other web sites.

Workshops with Graham Herbst: Oak Wilt Workshop – Jo and Graham announced that Justin Matlock of Rainbow Tree Care in Missouri will co-host the Oak wilt workshop. Justin will treat the Bellevue Cemetery Oaks, that have the wilt, for free in conjunction with introducing new products that treat wilt. The event is in August or early September. Jo reported that we have permission from the city to meet at the Reed Center, then walk over to the cemetery for the demonstrations. The Bellevue Tree Board, Bellevue City Parks Department and Green Bellevue will host and will invite other tree boards and city workers to attend.

Tree Pruning Workshop – Graham said that spring is better for tree pruning. He is concerned about the size of the trees at BWHS as they were planted several years ago. Jo would like to see a bench and more signage put into the BWHS plantings. They look great due to the ROTC watering them for the first 4 years. Don believes the school has an environmental club. **Jo will contact the school about funding and doing this.** Jo would like to have the pruning workshop held at Am. Heroes Park. Graham asked if **Rob Clatterbuck or the city can bring a cherry picker to the workshop? Tom Mruz volunteered to lead this workshop's planning**. We set tentative dates of the 6th of April or the 13th of April as the rain date. This will give us time to make contacts, etc.

Graham would like to look into pruning at BWHS, possibly with Rob Clatterbuck's help, if needed. Graham pointed out that there are numerous up-coming workshops such as the Tree, People, and Towns workshop.

Don asked Graham the status of the grant for Tree Plotter software and tablets for us to do our inventory. The grant was approved for the city last October, but Jo has not heard of anything further. Don asked if the delay was due to Sarpy County GPS. Graham said no awards were made yet. Rachel Ormseth of Tree Plotter will have a webinar about using the software on March 5th. **Jo will send that information to Jim Shada, Dave Goedeken, and Mark Blackburn, City Parks, so they can plan to attend.**

Jo thanked Graham, on behalf of the board, for attending to share all his information.

Deborah suggested adding the following to the President's Role document: Attend all meetings possible to provide consistency in leadership. All approved of doing this.

There being no further business, Nancy and Don moved and seconded that we adjourn the meeting. All present approved. Our next Tree Board meeting will be March 12, 2024 at 9am in the conference meeting room on Wall Street. **Jo will reserve the room. She told Tom that she has a 10 am Zoom meeting that she must attend so he, as Vice President, will need to complete the meeting, if needed.**

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

Next meet March 12, 2024
Tentative Agenda:

Attendance

Minutes

Parks Report: Jim Shada

Old Business:

Year End Report update

City Grant

Arbor Day

Earth Day

Tree Festival Work

*5b3.
3/19/2024

BOARD OF EQUALIZATION
MINUTE RECORD

Board of Equalization Meeting, March 5, 2024

A meeting of the Mayor and Council of the City of Bellevue, sitting as the Board of Equalization, was called to order by Mayor Rusty Hike at the Bellevue City Hall at 5:00 p.m. on the 5th day of March, 2024. Present were Council Members, Rich Casey, Paul Cook, Jerry McCaw, Don Preister, and Kathy Welch; Absent: Thomas Burns.

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

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

Approval of the Agenda

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

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

Public hearing to consider the levy of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean-ups on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

With no one coming forward to speak, Mayor Hike declared the public hearing closed.

Resolution BOE No. 2024-0305-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean up on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

Motion was made by Cook, seconded by Welch to approve BOE Resolution No. 2024-0305-01: Levying of liens for non-payment of costs associated with mowing, trimming, removal of debris, branches & rubbish, demolition and/or general clean up, on the identified properties within the City of Bellevue and its extra territorial jurisdiction (ETJ).

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

Adjournment

There being no further business to come before the Board, on motion made by Casey, seconded by Welch at 5:03 p.m., the meeting adjourned.

Susan Kluthe, City Clerk

Rusty Hike, Mayor

I, the undersigned, City Clerk of the City of Bellevue, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Mayor and Council on March 5, 2024; that all 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

BOARD OF EQUALIZATION
MINUTE RECORD

meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

_____
Susan Kluthe, City Clerk

A complete text of the minutes for BOE Mtg is on file & available for public inspection during regular business hours in the office of the City Clerk & is also available on the Internet at www.bellevue.net. Minutes are subject to change upon City Council approval of the meeting minutes.

MINUTE RECORD

*6.
3/19/2024

CLAIMS FOR MARCH 19, 2024

MAYOR			
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE		46.39
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE		13.02
		$	59.41
CITY ADMINISTRATOR			
AMAZON.COM, LLC	PC-COFFEE AIR POTS		104.97
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE		92.78
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	LEADERSHIP BELLEVUE-H JOHNSON		1,250.00
CAPITAL BUSINESS SYSTEMS, INC	2024/01/20-2024/02/24 COPIER EXPENSE		193.12
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE		25.20
FAMILY FARE	PC-REFRESHMENTS FOR GOVERNOR'S VISIT		30.95
GREATER OMAHA CHAMBER	PC-REGISTRATION FOR EVENT AT THE CAPITOL		15.00
KWIK SHOP #0675	PC-FUEL		30.00
LEAGUE OF NEBRASKA MUNICIPALITIES	MIDWINTER CONF MEAL FOR SENATOR SANDERS		30.00
OMAHA WORLD-HERALD	RENEWAL SUBSCRIPTION 52 WEEKS		550.99
SAM'S CLUB DIRECT	2024 SAM'S CLUB MEMBERSHIP - INV# 999999		45.00
SARPY COUNTY TIMES	RENEWAL SUBSCRIPTION 52 WEEKS		134.99
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES		126.26
WSJ/BARRONS SUBSCRIPTION	PC-SUBSCRIPTION TO WALL ST JOURNAL		30.81
		$	2,660.07
CITY COUNCIL			
JERRY MCCAW	REIMB FOR AIR FARE TO ATTEND COUNCIL MEETINGS		1,189.00
		$	1,189.00
LEGAL			
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE		92.78
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE		25.62
CITY OF BELLEVUE	SARPY COUNTY COURT-COURT FILING FEES		91.00
DOUGLAS COUNTY SHERIFF OFFICE	PC-PROCESSING SERVER FEES		103.77
DROP BOX	PC-CASE MANAGEMENT		19.99
NEBRASKA STATE BAR ASSOCIATION	PC-BAR ASSOCIATION DUES-A BATAILLON		110.00
NEBRASKA.GOV	PC-CASE MANAGEMENT FEES, RECORD RESEARCH		85.20
		$	528.36
CABLE ADVISORY			
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE		46.39
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE		8.68
COX BUSINESS SERVICES	2024/02/19-03/18 MONTHLY SERVICE		9.04
FAMILY FARE	PC-REFRESHMENTS FOR SNOW CREW		78.92
		$	143.03
CITY CLERK			
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE		13.02
CITY OF BELLEVUE	SARPY COUNTY REGISTER OF DEEDS-FILING FEES		112.00
COLUMN SOFTWARE, PBC	LEGAL ADS		1,245.29
SHIRLEY HARBIN	REIMB TRAVEL EXPENSE FOR MEETING		75.04
		$	1,445.35
FINANCE/RISK MANAGEMENT			
AMAZON.COM, LLC	PC-BATTERIES, OFFICE SUPPLIES, CLEANING SUPPLIES, TRACTION		179.37
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE		144.20
CAPITAL BUSINESS SYSTEMS, INC	2024/01/09-02/24 COPIER EXPENSE		264.70
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE		63.10
HANEY SHOE STORE	SAFETY SHOES-NIEMIER		105.99
INFOSAFE SHREDDING	SHREDDING SERVICE		30.00
LEAGUE OF NEBRASKA MUNICIPALITIES	PC-REGISTRATION TO LEAGUE MEETING		469.00
RICH SEVERSON	REIMB MILEAGE FOR TRAINING		142.04
SAM'S CLUB DIRECT	2024 SAM'S CLUB MEMBERSHIP		60.51
VILLAGE INN	PC-FINANCE LUNCH MEETING		164.02
		$	1,622.93

PC- Purchases made with City Purchase card

MINUTE RECORD

CLAIMS FOR MARCH 19, 2024

LIBRARY		
AMAZON.COM, LLC	PC-BOOK TAPE, VIDEOS, PRINTER SUPPLIES, OFFICE SUPPLIES, PROGRAM SUPPLIES	3,736.12
CAPITAL BUSINESS SYSTEMS, INC	2023/12/02-2024/03/01 COPIER EXPENSE	351.78
CENGAGE LEARNING, INC	BOOKS	108.76
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS	89.88
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	43.41
CHOOSECO LLC	PC-PROGRAM SUPPLIES	10.03
DOUGLAS COUNTY HISTORICAL SOCIETY	PC-BOOKS-DOUGLAS CTY HIST SOCIETY	36.70
FIRESPRING, INC	PC-WEB HOSTING	165.00
INGRAM LIBRARY SERVICES	BOOKS	3,154.83
LIBRARY IDEAS	VOX BOOKS	417.85
MATRIX BUSINESS SYSTEMS INC	2024/01/31-2024/02/29 COPIER EXPENSE	18.55
NEBRASKA LIBRARY ASSOCIATION	PC-RENEW MEMBERSHIPS	795.00
OMAHA PUBLIC POWER DISTRICT	2024/01/11-02/09 MONTHLY SERVICE	1,782.30
RUFF WATERS	AQUARIUM MAINTENANCE	75.00
SCOTT WELCH	2024/03/31M MONTHLY WEB MAINTENANCE	125.00
VERIZON WIRELESS	2024/02/17-03/16 MONTHLY SERVICE	85.24
WALMART COMMUNITY	PC-PROGRAM SUPPLIES	35.32
		$ 11,030.77

ADMINISTRATIVE SERVICES/PERSONNEL		
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	139.17
CANTH AWARDS	PC-RETIREMENT CLOCK-ALMEISTER, BASHUS	163.53
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	60.66
ESCREEN, INC	RANDOM DOT POOL	300.00
INFOSAFE SHREDDING	SHREDDING SERVICE	30.00
OMAHA PUBLIC POWER DISTRICT	2024/01/23-02/20 MONTHLY SERVICE	196.41
ONE SOURCE	2024/02/01-03/01 BACKGROUND CHECKS	61.00
UKG INC	YE PRINTING SERVICE	12.93
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	1,675.80
		$ 2,639.50

CODE ENFORCEMENT		
AMAZON.COM, LLC	PC-OFFICE SUPPLIES	48.34
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	432.15
BIG RED LOCKSMITHS	UNLOCK VEHICLE	205.00
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	25.51
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	641.76
		$ 1,352.76

PUBLIC WORKS		
AMAZON.COM, LLC	PC-WALL FILES	29.99
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	427.25
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	52.09
COLUMN SOFTWARE, PBC	PC-LEGAL AD	49.16
EMBASSY SUITES, LINCOLN	PC-LODGING FOR CONFERENCE	406.25
JEO CONSULTING GROUP, INC	BPW-230510-ASSISTANCE WITH PCSMP THRU 2024/02/23	5,257.50
MATRIX BUSINESS SYSTEMS INC	2024/02/29M COPIER EXPENSE	168.46
ONE CALL CONCEPTS	2024/02/29M DIGGERS HOTLINE	540.12
SEAN SCHRADER	REIMB TRAINING EXPENSES	231.82
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	50.92
		$ 7,213.56

PARKS		
AMAZON.COM, LLC	PC-DOG WASTE ROLL BAGS, DOOR RUBBER SEAL	170.64
A-RELIEF SERVICES	PORTABLE RESTROOMS	526.00
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	86.43
CASEYS GENERAL STORE #2966	PC-STAFF MEETING LUNCH	74.02
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	39.06
DULTMEIER SALES LLC	PC-ALKALINE CLEANER	55.00

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PARKS (CONT'D)		
GRAINGER	PC-CORDLESS HAMMER	167.50
HDR ENGINEERING, INC	BPW-211123 AHP WW COLLECTION SYS 2024/01/28-02/24	12,842.54
HOME DEPOT	PC-TOOLS	70.60
HUGHES TREE SERVICE	TREE REMOVAL-1404 BRYAN AVE	12,800.00
MENARDS	PC-SUPPLIES	27.37 -
NAPA AUTO PARTS	PC-DIP BRUSH, WAX APPLICATOR	87.14
OMAHA PUBLIC POWER DISTRICT	2024/01/03-01/31 MONTHLY SERVICE	2,685.32
PRECISE MRM LLC	FLAT DATA PLAN	312.00
TOMMY'S EXPRESS - PAPILLION	PC-VEHICLE WASH	24.99
UNL COOPERATIVE EXTENSION	PC-REGISTRATION FOR PESTICIDE TRAINING	190.00
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	3,767.63
WALMART COMMUNITY	PC-ECO BLEND	963.90
WESTLAKE ACE HARDWARE	PC-OIL, SUPPLIES, SPRAY PAINT, SUPPLIES	162.88
		$ 35,053.02

RECREATION		
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	92.78
BAKERS BELLEVUE	PC-CLEANING SUPPLIES, GIFT CARDS FOR SCAVENGER HUNT	85.42
CAPITAL BUSINESS SYSTEMS, INC	2024/01/18-2024/02/17 COPIER EXPENSE	20.20
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	54.84
DICK'S CLOTHING AND SPORTING GOODS	PC-BASEBALL EQUIPMENT	2,573.65
METROPOLITAN UTILITIES DIST	2023/01/01-2024/03/06	182.80
NATIONAL RECREATION PARK	PC-MEMBERSHIP DUES-SHADA	180.00
OMAHA PUBLIC POWER DISTRICT	2024/01/23-02/20 MONTHLY SERVICE	201.50
SAM'S CLUB DIRECT	2024 SAM'S CLUB MEMBERSHIP	45.00
TIDAL WAVE AUTO WASH	PC-VEHICLE WASH	27.82
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	182.46
USA TRACK & FIELD	PC-USA TRACK MEMBERHIP DUES-BRYAN	67.90
		$ 3,714.37

FACILITY MAINTENANCE		
AMAZON.COM, LLC	PC-CLEANING SUPPLIES, VAPOR LIGHTS, SHOP LIGHTS	550.03
ANDERSON BROTHERS ENGINEERING	PC-TUBE, SHIELD, PIPE-NO SHOP	432.00
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	139.17
AVANCED CLEANING EQUIPMENT	PC-FLOOR CLEANER REPAIR	545.00
BIG RED LOCKSMITHS	PC-STOREROOM LEVERS-LEGAL OFFICE	568.56
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	4.34
DC ELECTRIC/HEARTLAND LIGHTING	ELECTRIC WORK FOR DOORS-LEGAL OFFICES	5,580.00
DWAYNE NIELSEN	DRAIN SINK-BATHROOM-DIST 3	250.00
ECHO GROUP, INC	PC-CREDIT FOR TAX	(19.37)
FERGUSON ENTERPRISES INC #1657	PC-LITHIUM BATTERIES, PLUMBING SUPPLIES	856.91
FILTER SHOP	PC-FILTERS	371.15
FIRE PROTECTION SERVICES, LLC	REMOVE HORN STROBEIN CONSTRUCTION AREA	460.00
HARTER COMPANY, INC	PC-STUDS TRACKS, VINYL BEADS	127.76
HELM SERVICE	REPAIR FURNACE MOTOR BLOWER	3,940.00
IDEAL PURE WATER COMPANY	BOTTLED WATER	38.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-LIBRARY	43.62
JOHNSTONE SUPPLY	PC-IGNITION MODULE-WW	382.25
JOHNSTONE SUPPLY	PC-THERMOSTAT-PD	53.82
MENARDS	PC-BASEBOARD HEATER, DRAIN VALVE, FILTERS, GYPSUM, PAINT, ICE MELT, SHOP TOWELS, GUTTER CABLES	952.22
MMC MECHANICAL CONTRACTORS, INC	REPLACE 5 HEAT PUMPS, BOILER INSPECTION - PLANNING	51,248.00
NEBRASKA STATE FIRE MARSHALL	ANNUAL ELEVATORS INSPECTION	240.00
OMAHA DOOR & WINDOW COMPANY, INC	STREET GARAGE DOOR OPENER, BOTTOM SEAL	2,600.80

PC- Purchases made with City Purchase card

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FACILITY MAINTENANCE (CONT'D)		
OMAHA PUBLIC POWER DISTRICT	2024/01/11-02/09 MONTHLY SERVICE	1,126.32
OVERHEAD DOOR CO OF OMAHA	PUT CABLE BACK ON, FIXED HINGE	233.00
ROCHESTER MIDLAND CORPORATION	2024/03/31M WATER ENERGY TEAM FIXED BILLING	405.00
SHERWIN WILLIAMS CO	PC-PAINT-POLICE GARAGE, CASCIO POOL	240.23
THE HOME DEPOT PRO	JANITORIAL SERVICES-DIST 2	498.86
TK ELEVATOR CORPORATION	2024/03/31M ELEVATOR MAINTENANCE	529.98
TOTAL BLACKFLOW RESOURCES	PC-BACKFLOW TRAINING	300.00
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	738.17
VOSS LIGHTING	BALLASTS	840.38
WESTLAKE ACE HARDWARE	PC-PAINT SUPPLIES, SUPPLIES	153.61
		$ 74,429.81

CEMETERY		
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	46.39
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	4.34
COX BUSINESS SERVICES	2024/02/22-03/21 MONTHLY SERVICE	91.99
OMAHA PUBLIC POWER DISTRICT	2024/01/23-02/20 MONTHLY SERVICE	756.26
UNL COOPERATIVE EXTENSION	PC-PESTICIDE TRAINING	95.00
WESTLAKE ACE HARDWARE	PC-PAINT, SIGNS	43.75
		$ 1,037.73

STREETS		
ALFRED BENESCH & COMPANY	BPW-220813 STREETSCAPING 2024/01/15-02/24 AMEND 1	15,317.00
ALL PURPOSE CONSTRUCTION	BPW-230105 ODORANT BLDG WORKS THRU 2024/02/29	35,931.60
AMAZON.COM, LLC	PC-MONITOR, PRINTER SUPPLIES, TIRE TRACTION CHAINS	344.08
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	231.95
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	39.06
CONCRETE SUPPLY, INC	CONCRETE	8,725.88
HOSE & HANDLING, INC	PC-AIR COMPRESSOR	35.95
INDEPENDENT SALT CO	SALT/ICE CONTROL	20,659.39
J & J SMALL ENGINE SERVICE	PC-TORO SNOW BLOWERS FOR STREET DEPT	2,547.00
JACOB C DAVIS	REIMB FOR CDL LICENSE, MILEAGE TO CDL CLASS	313.24
LOGAN CONTRACTORS SUPPLY	OVERFOOT BOOTS	20.50
MENARDS	PC-ADJUSTABLE POST FOR MAILBOX, CEMENT	163.07
MID-AMERICAN SIGNAL	SIGNAL POLES, CAP DOMES, ASSEMBLY	2,872.00
MIDWEST RIGHT OF WAY SERVICES, INC	BPW-191118 ACQUISITION SVC 36TH 2023/06/24-2023/07/21	35,947.21
OLSSON ASSOCIATES	BPW-240120 UTILITY COORDINATION 36TH ST THRU 2024/02/17	2,737.00
OLSSON ASSOCIATES	BPW-230612 370 SIGNAL TIMINGS THRU 2023/12/02	2,599.59
OMAHA PUBLIC POWER DISTRICT	2024/01/03-01/31 MONTHLY SERVICE, STREET SERVICE	104,888.02
P2W ARCH CARDS	PC-MEAL CARDS FOR SNOW CREW	750.00
PRECISE MRM LLC	FLAT DATA PLAN	1,875.00
READY MIXED CONCRETE COMPANY	CONCRETE	23,785.40
ROGER WITKOVSKI	REIMB PARKING FOR TRAINING	12.50
SAI INTERNATIONAL, INC	PC-2024/02/03-2025/02/02 SIGN MAKING	808.99
UNL COOPERATIVE EXTENSION	PC-PESTICIDE RECERTIFICATIONS (9)	855.00
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	24,735.83
WESTLAKE ACE HARDWARE	PC-SPRAY PAINT	20.97
WESTLAKE ACE HARDWARE	SAW BLADE, LIGHTER	27.98
		$ 286,244.21

FLEET MAINTENANCE		
911 CUSTOM, LLC	LED LIGHTS FOR MOTORCYCLES	2,601.90
A&L HYDRAULICS, INC	PC-HYD SNOW PLOW CYLINDER	667.60
AA WHEEL & TRUCK SUPPLY, INC	PC-PARTS	35.94
AGRIVISION EQIPMENT GROUP	PC-ROLLER CHAINS, COVER, GEAR, FILTERS, FITTINGS, O-RINGS, FUEL PUMP PRIMER	2,179.56
ALBERT R DRELICHARZ	REIMB CDL LICENSE	64.00

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FLEET MAINTENANCE (CONT'D)

AMAZON.COM, LLC	PC-BACK RACK FRAMES, CONNECTORS, HEADLIGHTS, TOOLS, SENSORS, TRACTION CHAINS, BEARINGS	2,904.83
ARROW TOWING	HD TOW CHARGE-ST252	250.00
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	46.39
AUTO VALUE PARTS - SOUTH OMAHA	GAS-MAG TRUCK SHK, SPARK PLUGS, HITCH BALL, BREATHER	394.12
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, PRIMELINE, SKIN PACK, THREADLOCKER, BRAKLEEN	2,909.33
BAUER BUILT TIRE & SERVICE	PC-ALL SEASON TIRES, RIMS	4,338.66
BAXTER FORD	PC-BLADE ASSEMBLY, CONNECTORS, SEPARATOR, MOULDING, TURBO CHARGER, VALVES, BOLTS	5,020.11
BEARDMORE CHEVROLET	PC-OUTLET	108.63
BLIZZARD BOYS LLC	PC-BREATHER, PIVOTS, PLOW PUMP ASSEMBLY	2,931.92
BOBCAT OF OMAHA	PC-BLADES, CAP TANK, FILTERS, LIGHT	235.66
CAPITAL BUSINESS SYSTEMS, INC	2024/01/20-2024/02/24 COPIER EXPENSE	77.77
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	30.38
COMPUTER CABLE CONNECTION	PC-COMPUTER SUPPLIES	670.00
CONNECTED AUTOMOTIVE SYSTEMS OF NEW ENGLAND, INC	PC-CAS-PAN-LTP-FZ-55 LAPTOP	4,690.00
CORNHUSKER INTERNATIONAL TRUCKS	PC-AIR TANKS, FITTINGS, CLAMPS, HOSES, PRESSURE SWITCH, EMISSION PARTS, VALVES, ALTERNATOR, SENSOR	15,881.73
CUMMINS SALES AND SERVICE	PC-CREDIT-DOSER INJECTOR	(669.39)
DULTMEIER SALES LLC	PC-NOZZLE, VALVE BODY, FLANGES	925.12
EDWARDS CHEVROLET-CADILLAC	PC-HOSE	29.23
EDWARDS CHRYSLER DODGE JEEP RAM	PC-ENGINE SUPPORT, HEATER HOSES	257.25
FACTORY MOTOR PARTS CO	HEATED OXYGEN, DISC HARDWARE KIT, RADIATOR HOSE, FILTERS	300.80
FINDIT PARTS	PC-TRANSMITTER ASSEMBLY	676.27
FORCE AMERICA DISTRIBUTING, LLC	PC-FEMALE CABLE, SENSORS, SOLENOID	971.21
GALVIN GLASS	REPLACE WINDSHIELD-PO603	847.98
GRAHAM TIRE COMPANY	PC-INTERCEPTOR TIRES FOR STOCK	3,027.42
GRAINGER	FOOT SWITCH, ISOLATOR, GLOVES	143.67
HELM SERVICE	PC-F150 OWNER MANUALS	77.95
INLAND TRUCK PARTS CO	PC-DRAIN VALVE, SWITCH	361.93
INTERSTATE ALL BATTERY CENTER	PC-BATTERIES	5.52
INTERSTATE BATTERIES	PC-BATTERIES	4,783.29
INTERSTATE POWER SYSTEMS, INC	PC-TRANSMISSION OVERHAUL FOR ST64, WW135	17,841.57
JERRY PARKS	REIMB FOR CDL LICENSE	64.00
JIM HAWK TRUCK TRAILERS	PC-FUEL SUPPLEMENT, ANTI GEL, PURGE VALVE	535.83
KEYMASTERS OF GREATER OMAHA, INC	PC-DUPLICATE KEYS	36.00
KRIHA FLUID POWER CO	PC-COUPLERS, FITTINGS, PIPE	1,469.87
LOGAN CONTRACTORS SUPPLY	PC-SPRAYERS	13.56
MACQUEEN EMERGENCY GROUP	PC-CHAIN	206.08
MATHESON TRI-GAS INC	PC-WELDING SUPPLIES	405.77
MCMASTER-CARR SUPPLY COMPANY	PC-RETAINER RINGS, STRUCTURAL SCREWS	107.58
MENARDS	PC-BRASS COUPLINGS, PIPE, TAPE, PAINT, SCAFFOLD, BATTERIES,	662.23
MGX EQUIPMENT SERVICES, LLC	PC-LATCH PIN RELEASE, SNOW PLOW PARTS, TRIP EDGES	4,186.25
MICHAEL TODD INDUSTRIAL SUPPLY	PC-CARRIAGE BOLTS, FLANGE NUTS, CHAINS, CUTTING EDGES	6,767.42
MICHAEL TODD INDUSTRIAL SUPPLY	SNOW PLOW BLADES	12,279.22
MILLARD METAL SERVICES	PC-METAL SHEET	353.00
MILLARD METAL SERVICES	STEEL FOR REC205	361.00
MURPHY TRACTOR	PC-DEF DOSING, GASKETS, FITTINGS, HINGES, TOGGLE SWITCH,	2,772.42
NAPA AUTO PARTS	ALTERNATOR BEARINGS, RETAINERS, FILTERS, CLAMP, TUBINGS, HEAT SETS, COVER GASKET, PRIMARY WIRE	2,577.55
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	NYLON LOCK NUTS, TY-RAP BLACK, NYLON LOCK NUTS, WASHERS, BRUTE DRILL BITS	348.67
OMAHA PUBLIC POWER DISTRICT	2024/01/24-02/21 MONTHLY SERVICE	1,112.64
O'REILLY AUTO PARTS	PC-OIL, PLUGS, WINTER BLADES, SPOTLIGHT	197.94
ROGER'S TOWING	PC-TOW CHARGES (3 VEHICLES)	300.00
SEAGRAVE FIRE APPARATUS, LLC	PC-FIRE COMMANDER TRANSDUCER FOR ENG131	2,163.06

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CLAIMS FOR MARCH 19, 2024

FLEET MAINTENANCE (CONT'D)		
SWAN ENGINEERING, LLC	PC-O-RINGS, GREASE	34.96
TERMINAL SUPPLY CO	PC-CONNECTORS, TERMINALS	1,126.33
THERMO KING CHRISTENSEN	AC LEAK DETECTOR	305.99
TOMASEK MACHINE SHOP	PC-MACHINE WORK DONE FOR ST345	1,327.50
TOOL SHED OF OMAHA	PC-AIR IMPACT WRENCH, CHISELS	669.89
TRUCK CENTER COMPANIES-OMAHA	PC-CREDIT-TANK FILL	(10.79)
TURFWERKS	PC-TIRES	941.64
TY'S OUTDOOR POWER & SERVICE	PC-BELT, CUTTING EDGES, PULLEY GUARDS, CONTROLLER	4,701.35
UNITED LABORATORIES	PC-DRY MOLLE LUBE	455.44
UPS STORE	PC-SHIPPING CHARGE	70.07
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	910.97
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS	148.75
WATEROUS COMPANY	PC-DRAIN VALVE ASSEMBLIES FOR FIRE	1,124.55
WAUSAU EQUIPMENT CO	PC-SHEARS, BUSHINGS	732.73
WAYTEK, INC	PC-FLANGE MOUNTS, PINS, CONNECTORS, TERMINAL BLOCK	605.96
WELDON PARTS INC	PC-LED LAMPS, SPRINGS	833.86
WESTLAKE ACE HARDWARE	PC-SUPPLIES	13.67
WOODHOUSE PLATTSMOUTH	PC-OIL SEAL	9.60
		$ 126,540.91

SOLID WASTE		
PAPILLION SANITATION	2024/02/29M TRASH HAULING FEES	346,999.02
PAPILLION SANITATION	GLASS RECYCLING JAN/FEB 2024	585.46
		$ 347,584.48

PLANNING		
AMERICAN PLANNING ASSOCIATION	2024/04/01-2025/03/31 MEMBERSHIP DUES-A CURRY	381.00
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	46.39
CAPITAL BUSINESS SYSTEMS, INC	2024/01/18-02/17 COPIER EXPENSE	55.90
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	13.02
COLUMN SOFTWARE, PBC	LEGAL AD	29.73
OLSSON ASSOCIATES	COMPRENSIVE PLAN UPDATE SERVICE THRU 2024/02/03	20,700.23
		$ 21,226.27

PERMITS & INSPECTIONS		
AMAZON.COM, LLC	PC-CHARGING CABLES, SHOE COVERS	59.97
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	278.34
CAPITAL BUSINESS SYSTEMS, INC	2024/01/18-02/17 COPIER EXPENSE	102.98
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	21.70
CITY OF BELLEVUE	KRISTA CARLSON-POSTAGE REIMB FOR CERTIFIED LETTER	8.73
CORNHUSKER AUTO WASH	2024/02/01-02/29 VEHICLE WASH	113.07
INDOFF, INC	COPY PAPER	183.96
INTERNATIONAL CODE COUNCIL, INC	PC-RENEW CERTIFICATE-CARLSON	100.00
TY FELTEN	REIMB FOR CERTIFICATION EXAM	240.00
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	831.31
		$ 1,940.06

POLICE		
AMAZON WEB SERVICES, INC	2024/02/29M AMAZON WEB SERVICE	364.39
AMAZON.COM, LLC	PC-LABELS, LIGHT, OFFICE SUPPLIES, EVIDENCE SUPPLIES, MONITORS, TEAM CAPS, TOW ROPES,EXTERNAL DRIVE,	4,902.89
ANARCHY OUTDOORS	SWAT UNIFORM-SPARR	899.85
ANDERSON FORD	2024 FORD F450 VIN#1FT8W4DT3REC43475	67,889.00
APD LOCKSMITH	PC-KEYS FOR MOTORCYCLES	260.00
A-RELIEF SERVICES	2024/02/09-03/07 PORTABLE RESTROOMS-RANGE	136.00
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	6,146.37

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CLAIMS FOR MARCH 19, 2024

POLICE (CONT'D)

AUTO BODY AUTHORITY	TOW CHARGE	300.00
BELLEVUE FAMILY EYE CARE	PC-SAFETY GLASSES FOR GAS MASK-C BROWN	392.80
BENEFIT PLANS	2024/03/31M POLICE PENSION PLAN-MD, JG, MG	8,817.56
BLUE TO GOLD LAW ENFORCEMENT	PC-TRAINING-JASHINSKE, VEST	450.00
BROWNELLS	6 PACK BANDOLIERS	674.74
CAPITAL BUSINESS SYSTEMS, INC	2024/01/17-2024/02/16 COPIER EXPENSE	445.88
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	371.92
CHARLES E SHELL	REIMB TRAINING EXPENSES	324.50
CIOX - HEALTH	BASIC FEE	20.00
CITY OF BELLEVUE	ARACELI VASQUEZ-UNIFORM REIMB	140.38
CITY OF BELLEVUE	JESSICA MANNING-REIMB FOR TOWELS FOR SAUNA ROOM	83.62
CITY OF BELLEVUE	LINDSEY BETSWORTH-REIMB FOR FOOD AT TESTING	16.81
COMPLETE TACTICAL CONSULTANTS	PC-TRAINING-MARRS	1,495.00
COX BUSINESS SERVICES	2024/03/02-04/01 MONTHLY SERVICE	285.00
CULLIGAN OF OMAHA	2024/02/29M BOTTLED WATER	506.55
DAZUMA	PC-LIGHTING FOR BREAKROOM	407.67
DELL MARKETING L.P.	DVD'S	57.00
FEDERAL EXPRESS CORPORATION	MAILING CHARGES	18.53
FIRST NATIONAL BANK OF OMAHA	SUBPEONA RECORD RN#24000590	48.30
GALL'S, LLC	EXPANDABLE BATON HOLDERS	348.30
GEARHART CONSTRUCTION & PLUMBING	FLOOR SINK FOR ICE MACHINE	2,230.00
GREAT PLAINS UNIFORMS	UNIFORM ITEMS, UNIFORM BLAZERS	2,525.50
HAMPTON BY HILTON-CO	PC-LODGING FOR TRAINING-K BROWN	691.02
HOLIDAY INN	PC-LODGING FOR TRAINING-JARVIS, SHELL	1,275.35
HOMEFRONT	PC-TRAINING-ALBRECHT, KENNY, MARKVE	750.00
HOPE VALENTINE, LLC	2024/02/29M MENTAL HEALTH	900.00
ILLINOIS TOLLWAY	PC-ILLINOIS TOLLWAY TOLL FEE	36.10
INFOSAFE SHREDDING	SHREDDING SERVICE	90.00
INTERNATIONAL ASSOCIATION FOR PROPERTY AND EVIDENCE	PC-TRAINING-LARSON	395.00
INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE	PC-TRAINING-K MANNING	645.00
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	157.86
KISHAN MANNING	REIMB TRAINING EXPENSES	147.50
LA MESA	PC-MEALS FOR INTERVIEWERS	112.80
LUMINA LLC	HOLOGRAPHIC FAN	1,219.97
MAGNET FORENSICS	PC-TRAINING-PAGE	3,249.00
MATHESON TRI-GAS INC	PC-GAS FOR SIMULATOR	86.40
MATRIX BUSINESS SYSTEMS INC	2024/02/29M COPIER EXPENSE	247.79
MENARDS	PC-STORAGE TOTES	155.80
MPH INDUSTRIES INC	RADAR UNITS	5,676.00
MYZONE, INC	PC-WELLNESS PROGRAM-JANUARY 2024	75.00
NATIONAL ASSOCIATION OF SCHOOL RESOURCES OFFICERS	PC-TRAINING-DUCKER, HOBBS, MANNING, BROWN	2,750.00
NAT'L ASSOC OF WOMEN LAW ENFORCEMENT EXECUTIVES	PC-CONFERENCE-CLARY	625.00
NEBRASKA FURNITURE MART	PC-LAPTOP & EXTERNAL DRIVE	1,475.00
NEBRASKA FURNITURE MART	CARBON FILTERS, TELEVISION, SMART PRESENTATION BOARD-CLASSROOM, PROGRAM AND INSTALLATION BOARD	7,256.42
OMAHA PUBLIC POWER DISTRICT	2024/01/11-02/09 MONTHLY SERVICE	122.75
PANEBRASKA LLC	PC-LUNCH FOR INTERVIEWERS	100.28
PARAGON PRINT SYSTEMS	MOBILE COMPUTER SCANNER	1,803.36
PAT KOCHENDERFER	CONTRACTED HOURS FOR FEB 2024	379.76
PAUL DAVIS SYSTEMS OF OMAHA, INC	BOARD UP SUPPLIES	539.17
PAY.GOV	PC-FLAGS	67.60
PEN-LINK	ANNUAL PENLINK LICENSE	5,026.28
PORTABLE STORAGE OF NEBRASKA, LLC	PC-EVIDENCE STORAGE 2024/01/26-03/01	328.00
PUBLIC AGENCY TRAINING COUNCIL	PC-TRAINING-LARSEN	425.00
RAPID GRAPHICS	HELMETS AND DECALS	38.00
RDR CUSTOM KYDEX INC	PC-UNIFORMS-RECRUITS HOLSTERS	199.35
RESIDENCE INN BY MARRIOTT-ARIZONA	PC-LODGING FOR TRAINING-SPENCER	801.91
RYAN LUDLOW	REIMB FOR UNMANNED AIRCRAFT LICENSE	175.00

MINUTE RECORD

CLAIMS FOR MARCH 19, 2024

POLICE (CONT'D)		
SALOMON	PC-SWAT BOOTS	340.00
SAMANTHA SPACHER	REIMB FOR UNIFORM PANTS	111.71
SARPY COUNTY TREASURER (FISCAL	DATA PROCESSING, LRMS	17,131.27
SHARP IMAGE INC	WINDOW TINTING	211.00
SMITH DAVIS INSURANCE INC	RENEW SURETY BOND-PETTIT, MILLER	80.00
SOUTHWEST AIRLINES	PC-TRAVEL FOR INCOMING TRAINING-ESTEP, MENDOZA	691.92
SOUTHWEST AIRLINES	PC-TRAVEL FOR TRAINING (8)	3,990.64
STANARD & ASSOCIATES, INC	ENTRY LEVEL SELECTION TEST	618.50
STEVEN L ANDRASCHKO	ENTRY LEVEL SELECTION TEST	150.00
TRI-TECH FORENSICS, INC	EVIDENCE BAGS	199.90
U.S. CELLULAR	2024/02/04-03/03 MONTHLY SERVICE	177.52
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY	2,023.00
UPRINTING	PC-BROCHURES	105.07
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	12,694.91
VERIZON WIRELESS	2024/02/24-03/23 MONTHLY SERVICE	800.22
VISTA PRINT	PC-BUSINESS CARDS	45.24
VOSS SIGNS LLC	PC-HANDICAP SIGNS, NO PARKING SIGNS	1,976.50
WESTLAKE ACE HARDWARE	PC-KEYS	5.98
WESTLAKE ACE HARDWARE	SUPPLIES	14.95
WOODHOUSE CHRYSLER DODGE JEEP-	PC-LEASE VEHICLE	500.00
ZOOM VIDEO COMMUNICATIONS INC	ZOOM ANNUAL SUBSCRIPTION	160.39
		$ 180,610.75

FIRE & RESCUE		
AMAZON.COM, LLC	PC-BOOTS, EMS SUPPLIES, KITCHEN SUPPLIES, PRINTER SUPPLIES	1,511.62
ANDERSON FORD	2024 FORS F-450 #1FTRF4DT9REC88960	63,104.00
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	1,873.24
CAKE SPECIALISTS	PC-CAKE FOR CEREMONY	510.00
CENTURY LINK	2024/02/22-03/21 MONTHLY SERVICE	110.63
COX BUSINESS SERVICES	2024/03/01-31 MONTHLY SERVICE	115.00
EC DATA SYSTEMS, INC	PC-SHARE OF FAX SERVER	7.95
JD CASEY PAINT CO	PC-CAR SOAP	100.00
JO DONS	PC-AWARD PLAQUES ENRAVED	435.00
MENARDS	PC-BOTTLED WATER FOR CEREMONY, CLEANING SUPPLIES, FRAMING FOR TOWER	892.03
NEBRASKA ASSOCIATION OF WOMEN	PC-REGISTRATION FOR CONFERENCE	35.00
OMAHA PUBLIC POWER DISTRICT	2024/01/03-01/31 MONTHLY SERVICE	5,635.34
SAMUEL GLOVER	REIMB TRAINING CLASS FOR INSTRUCTOR COURSE	420.00
TRACTOR SUPPLY CREDIT PLAN	PC-RUBBER MATS	699.86
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	9,076.88
		$ 84,526.55

NON-DEPARTMENTAL-CONTRACTS		
AATRIX EFILE CENTER	PC-TAX FORMS 1099NEC 2023/01/31-2023/12/31	93.90
CAKE EXPRESSIONS	COMP PLAN REFRESHMENTS	203.00
CENTURY LINK	2024/01/20-03/21 MONTHLY SERVICE	316.91
HUB INTERNATIONAL GREAT PLAINS	2023 GASB 68 ACTUARIAL VALUATION POLICE	9,400.00
LOCKTON COMPANIES, LLC	2024/03/31M CONSULTING FEES	1,875.00
SCOTT WELCH	PC-MONTHLY WEB MAINTENANCE-FEB 2024	125.00
TRAVELERS	PAID LOSS RECOVERY AS OF 2024/02/29	80.00
		$ 12,093.81

MINUTE RECORD

CLAIMS FOR MARCH 19, 2024

INFORMATION TECHNOLOGY		
AMAZON.COM, LLC	PC-GPS, RACK SHELF	144.37
ANRITSU AMERICAS SALES COMPANY	INV 9000027716-EXT SERV FOR RADIOS & COMM EQUIP	36,601.66
DELL MARKETING L.P.	ALL IN ONE COMPUTERS	10,045.00
GOTOMEETING	PC-GOTO MEETING 2024/01/17-2025/01/17	936.00
HOSTGATOR.COM	PC-2024/01/31M MONTHLY DOMAIN MAINTENANCE	69.95
MENARDS	PC-CONTOUR MAT	29.18
PROGRESSIVE BUSINESS TECHNOLOGIES	PRINTERS FOR FLEET	1,450.00
SARPY COUNTY TREASURER (FISCAL ADMINISTRATION)	DATA PROCESSING, LRMS	29,203.25
SHEPPARD'S BUSINESS INTERIORS, INC	OFFICE CUBICLE FOR IT-REMAINING BALANCE	3,052.65
SHI INTERNATIONAL CORP	CICSO DUO ESSENTIALS FOR IT	1,207.60
SURVEY MONKEY.COM, LLC	PC-TEAM ADV PLAN 2024/01/22-2025/01/21	900.00
		$ 83,639.66
2206 LONGO DR-NEW LIBRARY		
C&E INDUSTRIES	2024/01/30 MONTHLY JANITORIAL SERVICE	3,991.10
CBRE, INC	LEASE COMMENCEMENT	2,070.00
CENTURY LINK	2024/01/04-02/03 MONTHLY SERVICE	240.91
COX BUSINESS SERVICES	2024/01/27-02/26 MONTHLY SERVICE	126.82
JIFFY/LEVENSPN'S SUPPLY	VA - HAND SOAP HAD EXPIRED	875.98
LEO A DALY COMPANY	BPW-210311 LIBRARY RENOVATION THRU 2024/02/02	5,694.49
MENARDS	PC-TEXTURE TILE-LONGO DR	238.02
METROPOLITAN UTILITIES DIST	2024/01/05-02/05 MONTHLY SERVICE	1,891.37
OMAHA PUBLIC POWER DISTRICT	2023/12/21-2024/01/24 MONTHLY SERVICE	5,127.00
PAPILLION SANITATION	2024/02/29M MONTHLY SERVICE	332.68
ROGGE GENERAL CONTRACTORS, INC	BPW-210311 NEW LIBRARY THRU 2024/02/29	271,233.00
SELDIN LLC	BFP REPLACED 4 LIGHTS AND 1 BALLAST	211.86
SELDIN LLC	LIGHTS & BALLASTS FOR ATHLETICO	1,010.33
SELDIN LLC	MANAGEMENT FEES	1,450.00
SELDIN LLC	REPLACED LIGHTS IN HALLWAY	117.70
SELDIN LLC	KEYS FOR JIM, REPLACED BATTERIES, CLEANED MAINT ROOM	160.50
SELDIN LLC	REPLACED LIGHTS IN COMMOM HALLWAYS	246.10
SELDIN LLC	ELEVATOR INSP WITH SCHUMACHER'S	211.86
SELDIN LLC	REMOVED ENTERANCE RUG AND PUT IN MAINT ROOM	42.80
SELDIN LLC	DISCONNECT COMPRESSOR PUMP	341.07
SELDIN LLC	ELEVATOR FIRE SAFETY SHEETS	112.10
SELDIN LLC	REPLACED BULBS AND BALLAST	126.26
SELDIN LLC	VA REPORTED GAS SMELL ON SOUTH END OF BLD	112.10
SELDIN LLC	DUPLICATE KEYS	282.74
SELDIN LLC	REPLACED FILL VALVE AND FLAPPER	94.16
SELDIN LLC	VA- REPLACED LIGHTS	359.07
SELDIN LLC	CLEAN HAND SINK	317.71
STERICYCLE, INC	2024/02/29M MONTHLY SERVICE	172.24
VOSS LIGHTING	LIGHTING FOR BELLEVUE FAMILY PRACTICE	307.80
WATERLINK INC	2024/02/29M MONTHLY WATER TREATEMENT SERVICE	431.63
		$ 297,929.40
WASTEWATER		
AMAZON.COM, LLC	PC-FLASHLIGHTS, EQUIPMENT TRACKER, OFFICE SUPPLIES	571.54
AT&T MOBILITY	2024/01/22-02/21 MONTHLY SERVICE	688.30
CAPITAL BUSINESS SYSTEMS, INC	2024/01/09-2024/02/08 COPIER EXPENSE	52.50
CENTURY LINK	2024/02/04-03/03 MONTHLY SERVICE	746.00
CHARLES MACHINE WORKS, INC	WASHERS, WHEEL HUB, PINS	463.19
CITY OF OMAHA	2023/12/31M SEWER BILLING	583,767.93
DAY ELECTRIC SERVICE, INC	TROUBLESHOOT LIFT STATION POWER	2,418.26
DYLAN ENGEL	REIMB FOR MILEAGE AND FEE FOR CDL LICENSE	234.96
ECHO GROUP, INC	PC-TOOLS	1,312.82
ELLIOTT EQUIPMENT CO	VALVE, AIR SOLENOID, ALUMINUM REDUCER	542.46
EMBRIS GROUP LLC	BPW-230307 BLUFF LIFT STATION THRU 2024/02/29	11,073.50

PC- Purchases made with City Purchase card

MINUTE RECORD

CLAIMS FOR MARCH 19, 2024

WASTEWATER (CONT'D)		
EMBRIS GROUP LLC	BPW-201109 SOUTH LIFT STATION 2024/02/01-02/29	1,980.00
GRAINGER	500 FT CABLE	860.25
HANEY SHOE STORE	SAFETY SHOES-DECKER, RECINOS	339.98
HDR ENGINEERING, INC	BPW-181013 QUAIL CREEK LIFT 2024/01/28-02/24	3,617.40
INDOFF, INC	COPY PAPER	109.98
LINCOLN WINWATER WORKS CO	RISERS, RINGS	3,783.00
MAILBOX MAYHEM	PC-REPLACE MAILBOX	250.00
MENARDS	PC-BOTTLED WATER, GLOVES, MEASURING WHEEL, TOOLS	777.93
OMAHA PUBLIC POWER DISTRICT	2024/01/11-02/09 MONTHLY SERVICE	3,588.86
O'REILLY AUTO PARTS	PC-GAUGES, CHUCKS	24.50
RJN GROUP INC	BPW-221016 2023 GIS GAP ANALYSIS THRU 2024/03/01	5,500.00
US BANK VOYAGER FLEET SYSTEMS	2024/01/31M FUEL PURCHASES	2,259.52
USA BLUE BOOK	AUTODIALER	1,613.63
WESTLAKE ACE HARDWARE	PC-KEYS, SUPPLIES	76.03
		$ 626,652.54
COMMUNITY BETTERMENT		
MIDLANDS COMMUNITY FOUNDATION	ANNUAL CONTRIBUTION FOR HOLIDAY LIGHTS	35,000.00
OMAHA PUBLIC POWER DISTRICT	2024/02/26 MONTHLY SERVICE	100.19
		$ 35,100.19
ECONOMIC DEVELOPMENT LB840		
BELLEVUE CHAMBER OF COMMERCE AND COMMUNITY	ECONOMIC DEVELOPMENT CONTRACT	12,000.00
		$ 12,000.00
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	CDBG CONSULTANT EXPENSES 2024/02/12-02/23	1,912.21
		$ 1,912.21
FEDERAL FORFEITURES - JUSTICE FUNDS		
VERIZON WIRELESS	2024/02/22-03/21 MONTHLY SERVICE	581.26
		$ 581.26
G.O. BONDS		
CITY OF BELLEVUE	COB PAID UMB ESCROW FOR GORB 2024 DTD 2024-2-7 ISSUANCE	295,648.30
CITY OF BELLEVUE	COB PD UMB ESCROW FOR 2020B NET GORB 2024 DTD 2024-2-7	47,847.72
CITY OF BELLEVUE	COB PD UMB ESCROW FOR 2020B TX GORB DADAVIDSON ERROR	(0.01)
CITY OF BELLEVUE	COB PD UMB ESCROW FOR (TENDER 2/7/24) 2021 TX RFNDG	135,396.33
UMB BANK - TRUST OPERATIONS	PAY PRINC (TENDER 2/7/24) 2020B TX GORB W PROCEEDS 2024	8,955,000.00
UMB BANK - TRUST OPERATIONS	PAY PRINCIPAL (TENDER 2/7/24) 2021 TX REFUNDING COPS W	150,000.00
UMB BANK - TRUST OPERATIONS	DISCOUNT (TENDER 2/7/24) 2021 TX REFUNDING COPS	(15,177.00)
UMB BANK - TRUST OPERATIONS	DISCOUNT (TENDER 2/7/24) 2020B TX GORB 2024-02-07	(700,515.50)
UMB BANK - TRUST OPERATIONS	PAY INT (TENDER 2/7/24) 2020B TX GORB WITH GORB 2024 DTD	77,309.22
UMB BANK - TRUST OPERATIONS	PAY INTEREST (TENDER 2/7/24) 2021 TX REFUNDING COPS W	573.33
UMB BANK - TRUST OPERATIONS	UMB PAYS DTC (TENDER 2/7/24) 2020B TX GORB W/GORB 2024	(8,331,793.72)
UMB BANK - TRUST OPERATIONS	UMB PAYS DTC PAY DISCOUNTED P&I 2021 TX RFDG COPS 2024-	(135,396.33)
UMB BANK - TRUST OPERATIONS	GORB 2024 DTD 2024-02-07 SERIES 2024 CASH CONTR BY COB	0.01
UMB BANK - TRUST OPERATIONS	PAY PRINCIPAL (TENDER 2/7/24) 2021 TX REFUNDING COPS W	(150,000.00)
UMB BANK - TRUST OPERATIONS	GORB 2024 DTD 2024-02-07 PAYING AGENT & ESCROW(UMB	(0.01)
UMB BANK - TRUST OPERATIONS	PAY PRINCIPAL (TENDER 2/7/24) 2021 TX REFUNDING COPS W	150,000.00
UMB BANK - TRUST OPERATIONS	PAY (TENDER 2/7/24) 2020B TX GORB W/GORB 2024 DTD	(8,955,000.00)
UMB BANK - TRUST OPERATIONS	PAY PRINC S/T (TENDER 2/7/24)2020B TX GORB 2024 DTD	645,000.00
UMB BANK - TRUST OPERATIONS	PAY PRINC L/T (TENDER 2/7/24)2020B TX GORB 2024 DTD	8,310,000.00
		$ 478,892.34
	TOTAL CLAIMS FOR MARCH 19, 2024	**$ 2,741,594.31**
	TOTAL PAYROLL FOR MARCH 1, 2024	**$ 1,678,469.24**

PC- Purchases made with City Purchase card

12a. and 12a1.
3/19/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: March 5, 2024			SUBMITTED BY: Tammi Palm, Planning Director		
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☑	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Request to rezone Lots 1 through 116, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A1, located in the SE 1/4 of Section 20, T14N, R13E, of the th P.M. Sarpy County, NE, from RS-72 to RD-60-PS, RG-50-PS, RG-20-PS, MU, and BG for the purpose of residential and commercial development, with site plan approval; and Preliminary Plat Lots 1 through 116, and Outlots A through E, Cornhusker Creek. Applicant: Cornhusker Creek, LLC. General Location: NW Corner of South 36th Street and Cornhusker Road.

SYNOPSIS/BACKGROUND:

Tim Tran, on behalf of Cornhusker Creek, LLC, has submitted a request to preliminary plat Lots 1 through 116, and Outlots A through E, and a change of zone (with site plan approval) from RS-72 to RD-60-PS, RG-20-PS, RG-50-PS, MU, and BG, for the purpose of residential and commercial development. The applicant is proposing medium-density residential lots with single-family residences and duplexes, as well as multi-family residential. Proposed Lots 1 through 9 would be developed with duplexes. Lots 10 through 113 will be constructed with single-family residences. Lot 114 would be a small commercial lot. Proposed Lot 115 would be developed as a mixed-use property with both multi-family residential and commercial/retail space. Lot 116 will be for a future high-density residential development. Site plan approval is not being requested at this time but is required at a later date.

FISCAL IMPACT:: n/a 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:

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. 4151
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM: Tammi L Palm

*REVISED 11/2022

City of Bellevue

PLANNING COMMISSION RECOMMENDATION

APPLICANT: Cornhusker Creek, LLC

CASE #'s: Z-2307-13, S-2307-12

CITY COUNCIL HEARING DATE: March 19, 2024

REQUEST: to rezone Lots 1 through 116, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A1, from RS-72 to RD-60-PS, RG-50-PS, RG-20-PS, MU, and BG for the purpose of residential and commercial development, with site plan approval; and preliminary plat Lots 1 through 116, and Outlots A through E, Cornhusker Creek.

On January 25, 2024, the City of Bellevue Planning Commission voted six yes, zero no, three absent and zero abstained:

APPROVAL based upon conformance with the Zoning Ordinance, Subdivision Regulations, Comprehensive Plan, and lack of perceived negative impact upon the surrounding area. Approval also based on completion of the technical deficiencies prior to being placed on the City Council agenda.

VOTE:

Yes:	Six	No:	Zero	Abstain:	Zero	Absent:	Three
	Hankins						Taylor-Jones
	Jacobson						Aerni
	Sims						Bennett
	Ackley						
	Lasenburg						
	Perrin						

Planning Commission Hearing (s) was held on: January 25, 2024

CITY OF BELLEVUE
PLANNING DEPARTMENT

RECOMMENDATION REPORT # 2

CASE NUMBERS: Z-2307-13
S-2307-12

FOR HEARING OF:
REPORT #1: January 25, 2024
REPORT #1: March 19, 2024

I. GENERAL INFORMATION

A. APPLICANT:

Cornhusker Creek, LLC
Attn: Tim Tran
1310 Lambart Drive
Papillion, NE 68046

B. PROPERTY OWNER:

Cornhusker Creek, LLC
Attn: Tim Tran
1310 Lambart Drive
Papillion, NE 68046

C. GENERAL LOCATION:

NW Corner of South 36th Street and Cornhusker Road

D. LEGAL DESCRIPTION:

Lots 1 through 116, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A1, located in the Southeast ¼ of Section 20, T14N, R13E of the 6th P.M., Sarpy County, Nebraska.

E. REQUESTED ACTIONS:

1. Rezone Lots 1 through 116, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A1, from RS-72 to RD-60-PS, RG-50-PS, RG-20-PS, MU, and BG.

2. Preliminary Plat Lots 1 through 116, and Outlots A through E, Cornhusker Creek.

F. EXISTING ZONING AND LAND USE:

RS-72, Vacant/Agricultural

G. PURPOSE OF REQUEST:

The purpose of this request is to obtain approval of a rezoning with site plan approval and preliminary plat for the purpose of residential and commercial development.

H. SIZE OF SITE:

The site is approximately 57.89 acres.

II. BACKGROUND INFORMATION

A. EXISTING CONDITION OF SITE:

The site is vacant and covered in vegetation. It has most recently been used agriculturally.

B. GENERAL NEIGHBORHOOD/AREA LAND USES AND ZONING:

1. **North:** OPPD Substation/Dist. #3 Fire Station, RS-72
2. **East:** Single Family Residential, RS-72 (across S. 36th Street)
3. **South:** Commercial/Vacant, BG and AG (across Cornhusker Rd)
4. **West:** Vacant, AG

C. REVELANT CASE HISTORY:

On January 25, 2024, the Planning Commission recommended approval of a request to rezone Lots 1 through 116, and Outlots A through E, Cornhusker Creek, being a platting of Tax Lot 30A1, from RS-72 to RD-60-PS, RG50-PS, RG-20-PS, MU, and BG and preliminary plat Lots 1 through 116, and Outlots a through E, Cornhusker Creek.

D. APPLICABLE REGULATIONS:

1. Section 5.11, Zoning Ordinance, regarding RD-60 uses and requirements.
2. Section 5.12, Zoning Ordinance, regarding RG-50 uses and requirements.
3. Section 5.14, Zoning Ordinance, regarding RG-20 uses and requirements.
4. Section 5.19, Zoning Ordinance, regarding MU uses and requirements.
5. Section 5.22, Zoning Ordinance, regarding BG uses and requirements.

6. Section 5.17, Zoning Ordinance, regarding -PS uses and requirements.

7. Chapter 3, Subdivision Regulations, regarding Preliminary Plats.

8. Chapter 6, Subdivision Regulations, regarding Minimum Design Standards.

III. ANALYSIS

A. COMPREHENSIVE PLAN:

The Future Land Use Map of the Comprehensive Plan designates this area as commercial along Cornhusker Road, with medium-density residential for the remainder of the property.

B. OTHER PLANS:

None

C. TRAFFIC AND ACCESS:

1. The 2020 MAPA traffic data indicates 18,219 vehicles per day along Cornhusker Road near the intersection of South 36th Street. The data indicates 6,632 vehicles per day along South 36th Street near the intersection of Cornhusker Road.

2. Access is proposed from three newly created points: Barbara Circle and Tamarac Drive off South 36th Street, and South 38th Street off of Cornhusker Road.

D. UTILITIES:

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

E. ANALYSIS:

1. Tim Tran, on behalf of Cornhusker Creek, LLC, has submitted a request to preliminary plat Lots 1 through 116, and Outlots A through E, Cornhusker Creek, for the purpose of residential and commercial development.

2. The applicant is also requesting a change of zone (with site plan approval) from RS-72 to RD-60-PS, RG-20-PS, RG-50-PS, MU, and BG for the purpose of residential and commercial development.

The applicant is proposing medium-density residential lots with single-family residences and duplexes, as well as multi-family residential.

The RD-60 (Duplex Residential) and RG-50 (General Residential) zoning districts are intended to permit single-family and two-family residential developments and

other compatible uses on smaller-sized lots.

The RG-20 (General Residential) zoning district is intended to permit moderately high-density development and uses that are typical and compatible in the operation of apartment houses.

The -PS zoning overlay allows for the construction of multiple buildings on one lot, in addition to encouraging the creative design of new living areas. With the -PS zoning overlay, site plan approval is required.

The MU zoning district is intended to accommodate projects that combine several compatible land uses into an integrated development and to allow for flexibility in the siting of buildings and the layout of lots. The district permits mixing residential areas with workplaces and services.

The intent of the BG district is to provide for a wide range of retail and service establishments.

Proposed Lots 1 through 9 would be developed with duplexes. Lots 10 through 113 will be constructed with single-family residences. Lot 114 would be utilized as a small commercial lot. Proposed Lot 115 would be developed as a mixed-use property with both multi-family residential and commercial/retail space. Lot 116 will be for a future high-density residential development. The proposed zoning will require site plan approval at a later date. Site plan approval is not being requested for that lot at this time.

3. The MU (Mixed Use) development proposal on Lot 115 consists of 180 multi-family units in three buildings. The buildings are a mix of studio, one-, two-, and three-bedroom units.

In addition, the first floor of Building 3 (along 36th/Cornhusker) will contain 15,000 square feet of retail space.

4. The site plan shows 347 surface parking stalls for the development, in addition to 95 garage spaces, for a total of 442 parking spaces. Seventy-five parking stalls are provided for the retail/commercial space.

The number of parking spaces exceeds the minimum required by ordinance.

5. The applicant is proposing a dog park and a clubhouse (within one of the buildings) with community space as amenities for its residents.

6. The landscape plan for the MU district on Lot 115 has been reviewed by staff and meets the intent of the ordinance. The landscape plan has also been reviewed by OPPD for compliance in relation to their easements.

7. As part of the requirements of the MU district, the applicant has provided a building elevation which is attached to this report. Specific building material information needs to be provided by the applicant's architect prior to finalization of the Mixed Use Development Agreement. The proposed buildings will need to meet the requirements of Section 8.12, Zoning Ordinance, regarding design standards.

A draft Mixed Use Development Agreement has been submitted and is under review by the City Attorney.

8. The applicant intends to develop this area as a Sanitary and Improvement District. A draft Subdivision Agreement has been submitted and is under review by the City Attorney.

9. This application was sent out to the following departments for review: Public Works, Permits and Inspections, Chief of Police, Offutt Air Force Base, Fire Inspector, Sarpy County Public Works, Metropolitan Utilities District, Cox Cable, Black Hills Energy, CenturyLink, Sarpy County GIS/911, OPPD, MAPA, Papio-Missouri River NRD, 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.

Bellevue Public Works Engineering Manager John Krager requested technical revisions to the preliminary drainage study, sanitary sewer calculations, and the plat. Public Works asked for additional minor revisions to the paving plan for the South 36th Street improvements, as well as additional information on the lift station proposed to handle the sanitary sewer for this development. The proposed sanitary sewer will gravity flow to an existing city lift station south of The Landings Apartments on South 36th Street. This lift station will require some minor upgrades as a result. The city and developer have agreed to cost share for these improvements. Additional engineering has been done to determine the extent of the necessary upgrades and overall cost. This expense has been updated on the Source and Use of Funds. As part of the draft Subdivision Agreement, the city and applicant have agreed to proceed with an interlocal agreement once final costs are determined.

Omaha Public Power District (OPPD) Engineer Ty Kuper requested a CAD file of the grading showing the existing transmission easements.

Offutt Air Force Base Community Planner Jacob Jambor stated "The southwest corner of the property is within Offutt's 65 dB noise contour. Development within and adjacent to this area may be subject to elevated noise levels and disturbances due to Aircraft activity. It is suggested that planned development take this into account and consider noise mitigation options or designate that part of the property for compatible development, such as water retention systems, drainage corridors, or open green space."

The applicant's detention systems are provided in this area. Typical construction standards will be sufficient to mitigate this additional noise.

No other comments were received on this case.

10. A traffic study was required by Public Works and submitted with this application. City Staff reviewed the traffic study conducted by Felsburg Holt & Ullevig (FHU) and concurred with its findings.

As part of this development, a full intersection will be allowed at proposed South 38th Street and Cornhusker Road. This intersection will need to be signalized upon buildout (2028) of the development. Site related traffic is anticipated to make up approximately 11% of the total traffic at the intersection. The SID will participate in a cost share for the traffic light when warranted.

Improvements are also necessary to South 36th Street as a result of this development. Northbound and southbound left-turn lanes are warranted at the stop-controlled intersections of 36th Street and Tamarac Drive. The developer has included the cost of this improvement in his proposed Source and Use of Funds, as well as the draft Subdivision Agreement.

11. The developer is providing a trail along the south side of Tamarac Drive as requested by staff. This will provide a future connection to the west. Internal sidewalks will provide connectivity throughout the development and are also shown along the proposed outlots.

12. This is a difficult site to develop due to topography, floodway/floodplain, and existing OPPD infrastructure/easements. Staff agrees with the justification for the -PS overlay for these reasons.

13. A small portion of this property is currently in the floodplain. This impacts the southwest corner of the development, and a portion of this ground will be utilized as detention under the proposed plat. FEMA is in the process of releasing updated mapping for this area. The draft maps propose a slight decrease of the floodplain for this property.

14. Based upon the number of acres, this development will require a contribution to the Park Fund in the amount of $31,967.50. This includes a credit of $300 per acre due to the proposed trail costs. This fee must be paid prior to the filing of the final plat.

15. Staff believes this development is compatible with the surrounding area.

16. This property is designated for commercial and medium-density residential use in the Future Land Use Map of the Comprehensive Plan. With the proposed mixed-

use development along Cornhusker Road, Staff believes this development is consistent with the Comprehensive Plan.

Staff does not recommend amending the Future Land Use Map as the city is currently undergoing a Comprehensive Plan update and this area will be reviewed as part of that process.

F. TECHNICAL DEFICIENCIES:

None

IV. DEPARTMENT RECOMMENDATION

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

V. PLANNING COMMISSION RECOMMENDATION

APPROVAL based upon conformance with the Zoning Ordinance and Subdivision Regulations, and lack of perceived negative impact upon the surrounding area; contingent upon satisfaction of the technical deficiencies prior to being placed on a City Council agenda.

VI. ATTACHMENTS TO REPORT

1. Vicinity map/Zoning Map
2. 2022 GIS aerial photo of the property
3. Letter from Tim Tran, received July 14, 2023
4. Zoning justification letter received January 18, 2024
5. Letter from Dan Bellinger received January 25, 2024
6. Preliminary Plat received February 23, 2024
7. Zoning Map received February 23, 2024
8. Mixed Use Exhibits received February 23, 2024
9. Building elevation received January 15, 2024
10. Email from Dan Bellinger received January 25, 2024

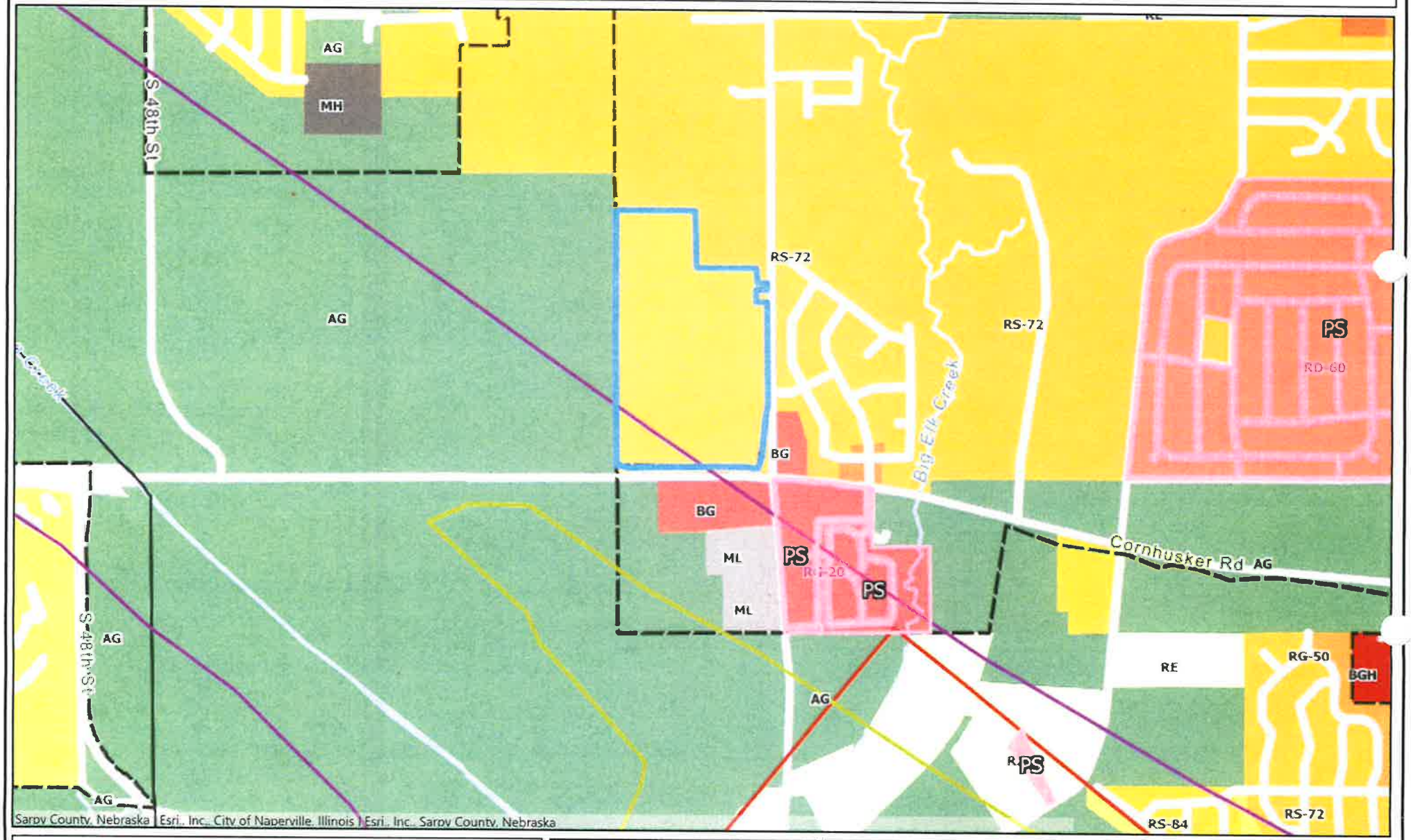
VII. COPIES OF REPORT TO:

1. Cornhusker Creek, LLC (Tim Tran)
2. Thompson, Dressen & Dorner, Inc. (Doug Kellner)
3. Croker Huck Law Firm (Elizabeth Sevcik)
4. Public Upon Request

Assistant Planning Manager

Planning Director — Date of Report 02/27/24

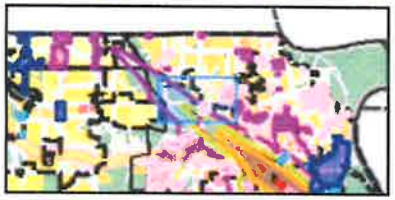
SARPY COUNTY
NEBRASKA



0 1500 3000 ft

Map Scale 1: 18056

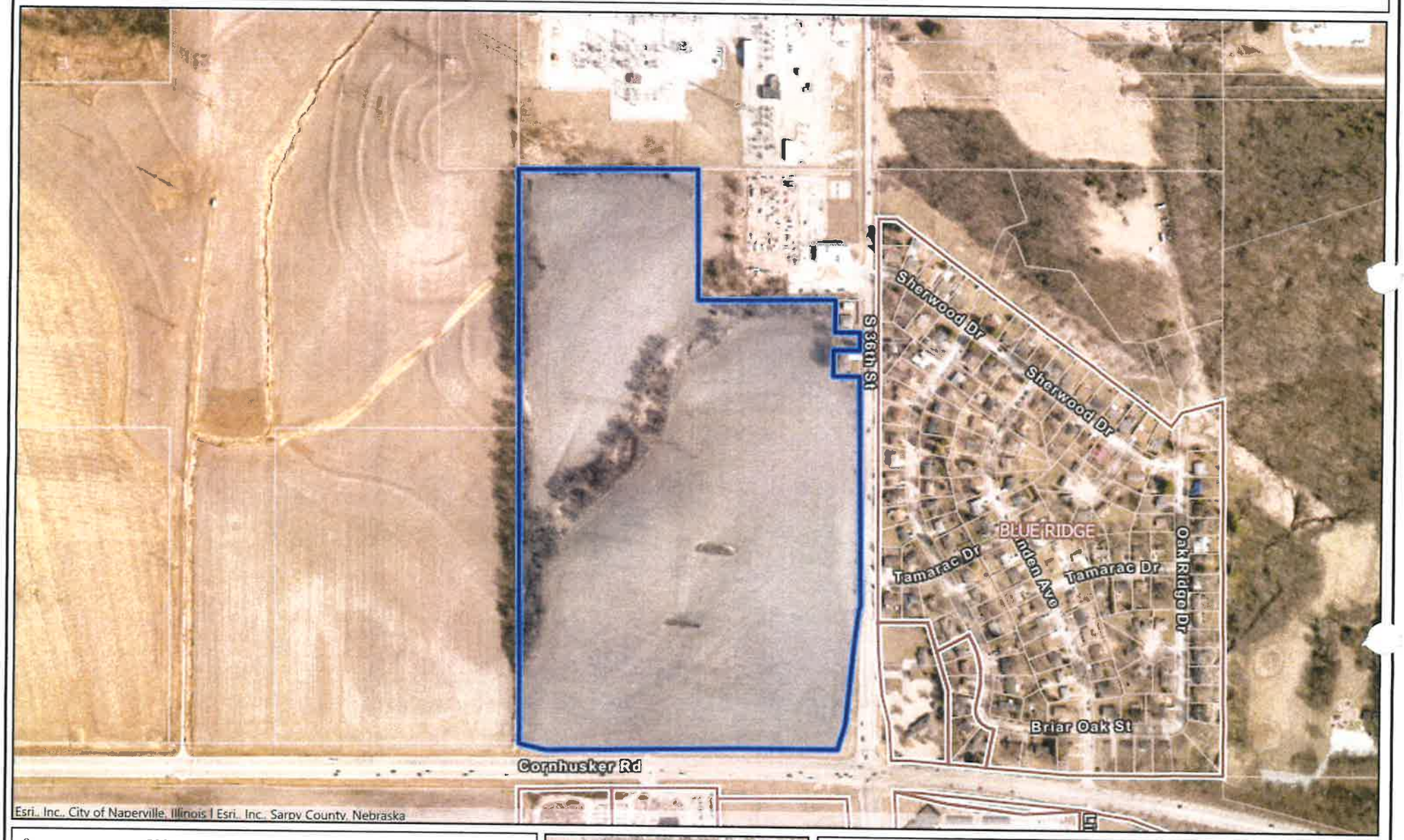
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Notes

SARPY COUNTY
NEBRASKA

GIS



0 500 1000 ft

Map Scale 1: 7962

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Notes

OakNest Homes

| 402-707-1821 | Tim.Tran@OakNestHomes.com

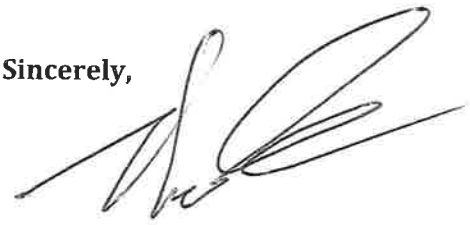
7/14/2023

Bellevue Planning Department

Dear Bellevue Planning Department:

I am requesting to rezone my land from agricultural to mixed-use in order to correct an error made in the original zoning map and to create a residential community with duplex, apartment and shopping center on my land. The current zoning does not reflect the actual use and character of my land and surrounding properties. My land has been used for residential and commercial purposes for over 20 years, with existing duplex, apartment and shopping center on site. The rezoning request will align the zoning with the reality of the land use and avoid any potential conflicts or confusion in the future. The proposed mixed-use community will also provide more housing options and amenities for residents and visitors, as well as generate more tax revenue and jobs for the local economy. The project is consistent with the long term land use plans made by the local government, which aim to promote smart growth and livable communities in the area.

Sincerely,



Tim Tran
OakNest Homes

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JUL 14 2023
PLANNING DEPT.

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Road
Omaha, NE 68154
402 330-8860

January 18, 2024

RECEIVED
JAN 18 2024
PLANNING DEPT.

Ms. Tammi Palm
Planning Manager
City of Bellevue Planning Department
1510 Wall Street
Bellevue, NE 68005

RE: Cornhusker Creek Preliminary Plat and Rezoning
PS Overlay Request
TD2 File No. 2263-103.9

Ms. Palm:

The applicant, Cornhusker Creek LLC, for the proposed Cornhusker Creek subdivision is requesting a PS overlay for the lots within the proposed zoning of RD-60, RG-50, and RG-20. Below is a description of the proposed variances to each corresponding zoning area:

1. The lots for proposed zoning of RD-60 (Lots 1-9) do not meet the minimum lot width of 45 feet and the minimum area requirement of 6,000 square feet once the lots are split in half for the planned duplex dwellings. Upon splitting, these lots will use a minimum lot width of 35 to 40 feet and a minimum lot area that is between 5,000 and 6,000 square feet.

2. The lots for proposed zoning of RG-50 (Lots 10-113) shall have a front yard setback of 25 feet.

3. The lot for proposed zoning of RG-20 (Lot 116) shall have a 15-foot setback on all sides to achieve parking requirements for the intended RG-20 density.

The above listed requests are necessary to create a feasible project on this property. The subject property has several distinct features which make it difficult to develop. Those features include, but are not limited to, a power transmission line and easement running through the entirety of the property (north/south), a gas transmission line and easement running through the entirety of the property (ease/west), and a lack of access to gravity flow sanitary sewer.

In addition to the above listed site features, there are several improvements costs that are beyond the typical costs for similar developments. These improvements include east and west bound left turn lanes on Cornhusker Road, traffic signal improvement at the 38th Street and Cornhusker Road intersection, widening of 36th Street for north and south bound left turn lanes, and a sanitary sewer lift station and force main. The costs for these improvements and limited ability to get reimbursements from adjacent properties make it necessary for the added density created by the PS Overlay request. These requests allow for the density needed to adequately develop the project.

Please contact us with further questions, comments or if additional information is required.

Respectfully submitted,

Ryan Ruenholl

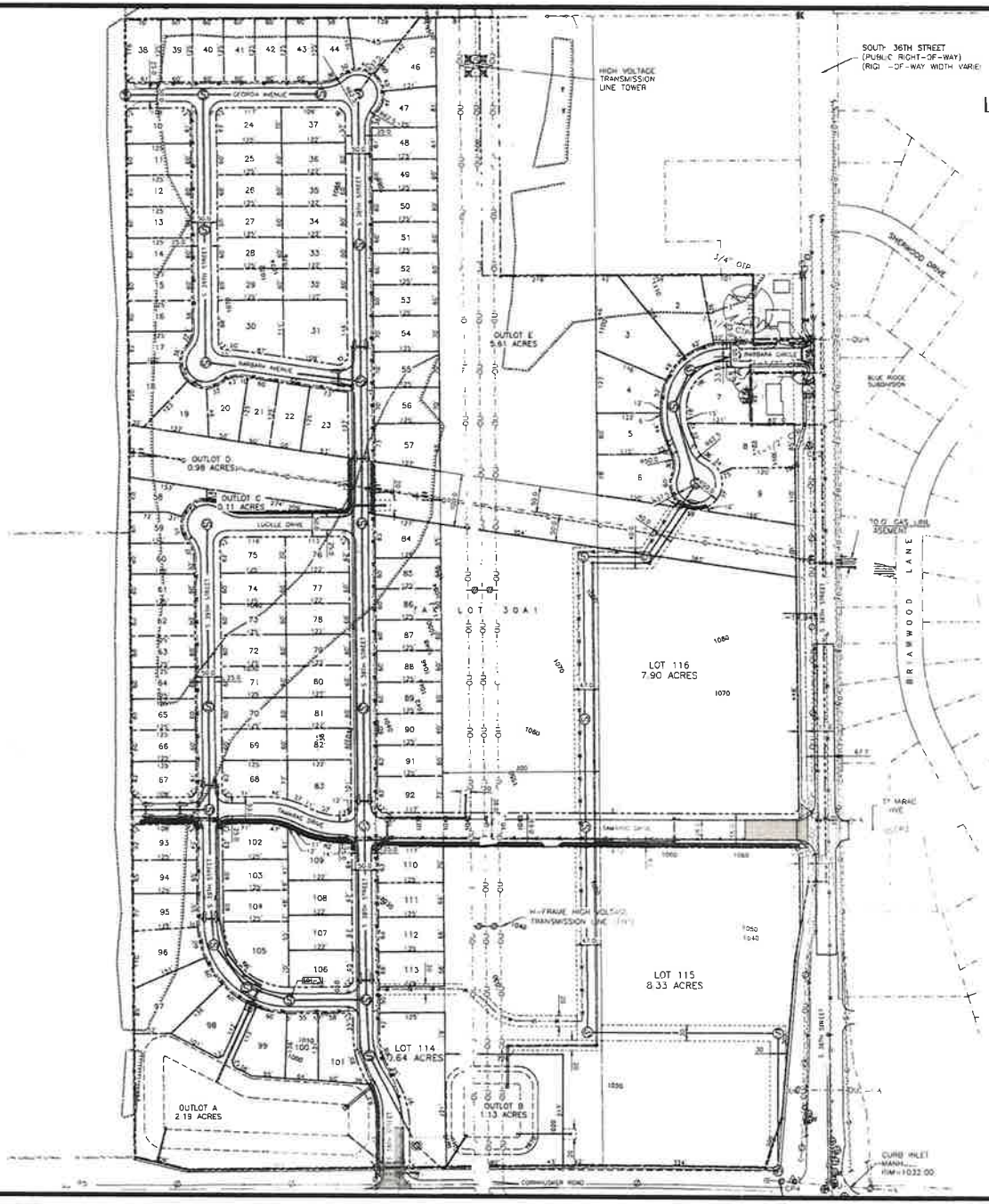
Ryan B. Ruenholl, P.E.
THOMPSON, DREESSEN & DORNER, INC.

RBR/bph

CORNHUSKER CREEK

LOTS 1 THROUGH 116 AND OUTLOTS A THROUGH E

SARPY COUNTY, NEBRASKA





VICINITY MAP

N

NOTES

7 PAVEMENT FOR 36TH STREET IMPROVEMENTS SHALL BE 9-INCH THICK P.C.C. PAVEMENT TO WIDEN THE EXISTING STREET TO 38' WIDE PAVEMENT. FOR THE CORNHUSKER ROAD IMPROVEMENTS SHALL BE 9-INCH THICK P.C.C. PAVEMENT.

8 NO DIRECT ACCESS TO SOUTH 36TH STREET OR CORNHUSKER ROAD SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS.

9 OUTLOTS A & B WILL PROVIDE SEWER AND DRAINAGE SERVICE FOR THE DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY S.I.D.

10 OUTLOTS C, D, AND E SHALL BE USED AS GREEN SPACE AND WILL BE OWNED AND MAINTAINED BY THE S.I.D.

LEGAL DESCRIPTION

SUBDIVIDER

ENGINEER

THOMPSON, DREESSEN & DORNER, INC.
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

N

LEGEND

EXISTING CONTOURS
PROPOSED CONTOURS
PROPOSED STORM SEWER
PROPOSED SANITARY SEWER
PROPOSED SANITARY SEWER FORCE MAIN AND LIFT STATION
PROPOSED 7" PAVEMENT
PROPOSED 9" PAVEMENT
PROPOSED SIDEWALK PAVEMENT
PROPOSED STORM SEWER AND DRAINAGE EASEMENT
EXISTING GAS EASEMENT
EXISTING POWER EASEMENT
PROPOSED STORM SEWER, WATER, AND SANITARY SEWER EASEMENT
PROPOSED SANITARY SEWER EASEMENT
PROPOSED WATER EASEMENT
ROW DEDICATION
STABILIZED CONSTRUCTION ENTRANCE

EXISTING PROPERTY LINE
PROPOSED PROPERTY LINE
TREE DRIP LINE
POWER POLE
POWER POLE WITH UNDERGROUND DROP
LIGHT POLE
GUY WIRE
TELEPHONE PEDESTAL
CABLE TV PEDESTAL
SIGN
GAS LINE MARKER POST
MAILBOX
PULL BOX
CABLE TELEVISION VAULT
SEWER MANHOLE
WATER MANHOLE
FIRE HYDRANT
WATER VALVE
PAVEMENT ELEVATION
CURB INLET
EXISTING WATER LINE
EXISTING GAS LINE
EXISTING SANITARY SEWER LINE
EXISTING STORM SEWER LINE
EXISTING FIBER OPTIC LINE
EXISTING OVERHEAD UTILITY LINE
CONTROL POINT
DECIDUOUS TREE WITH TRUNK SIZE

TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

Cornhusker Creek

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PLANNING DEPT.

Cornhusker Creek, LLC

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DATE PRINTED: February 23, 2024

No.	Description	MM-DD-YY

Drawn By: RBR Reviewed By: DEK
Job No.: 2263-103 Date: 2-23-24

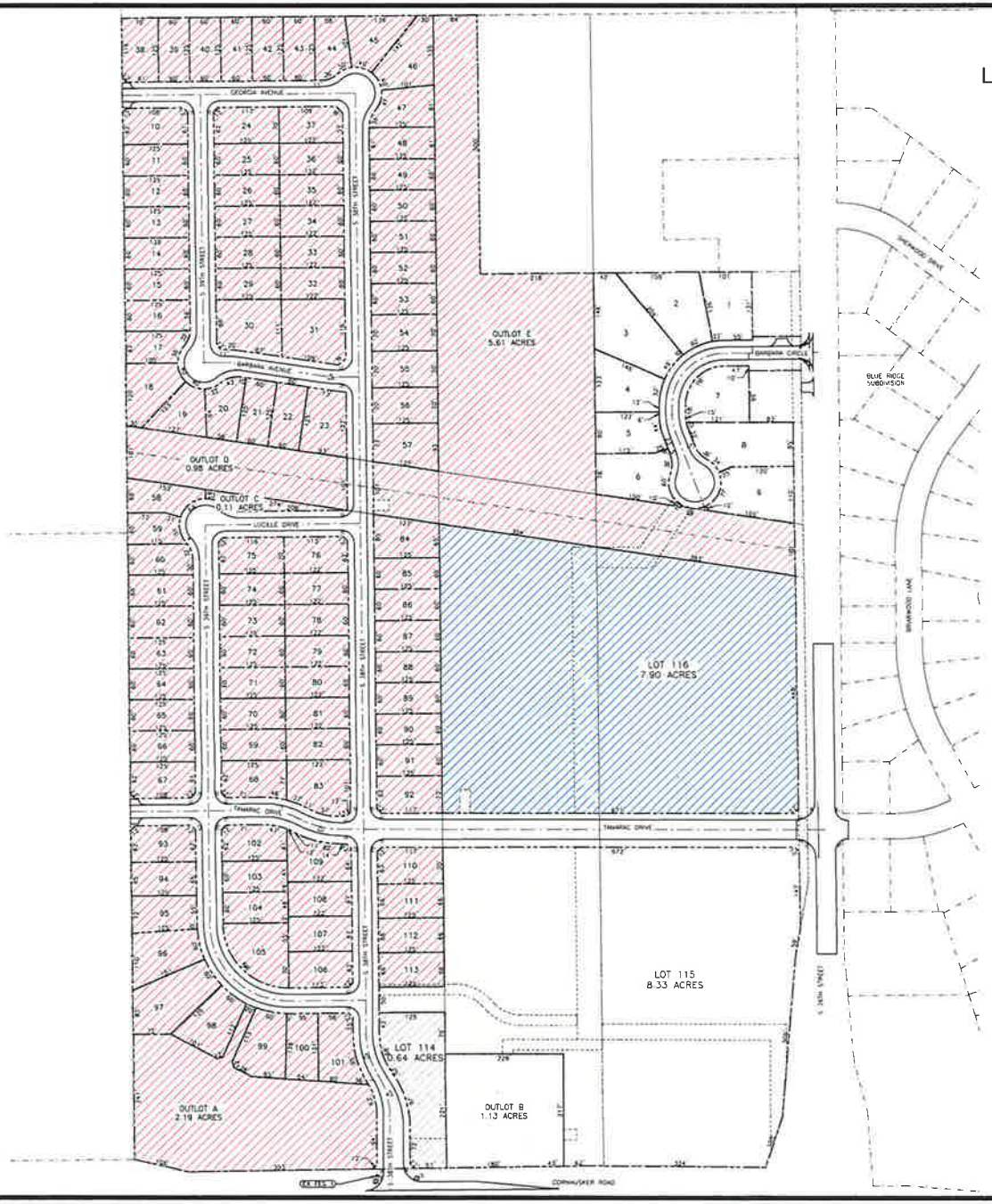
Preliminary Plat

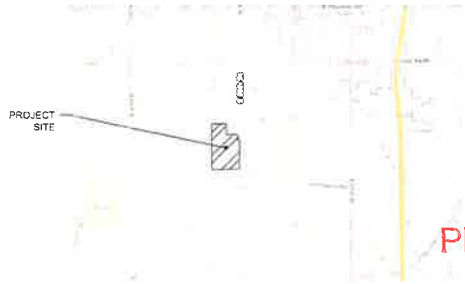
Exhibit A

CORNHUSKER CREEK

LOTS 1 THROUGH 116 AND OUTLOTS A THROUGH E

SARPY COUNTY, NEBRASKA





VICINITY MAP

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FEB 2 3 2024
PLANNING DEPT.

NOTES

1. EXISTING ZONING IS RS-72. PROPOSED ZONING FOR LOTS 1-9 IS RD-60 WITH A PS OVERLAY, LOTS 10-113, AND OUTLOTS A, C, D, & E IS RG-50 WITH A PS OVERLAY, LOTS 115 AND OUTLOT B IS MU WITH A PS OVERLAY, LOT 116 IS RG-20 WITH A PS OVERLAY, AND LOT 114 IS BG.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
6. PAVEMENT FOR TAMARAC DRIVE BETWEEN 35TH AND 36TH STREET, AND 36TH STREET AT CORNHUSKER ROAD SHALL BE 38' WIDE 9-INCH THICK P.C.C. PAVEMENT. ALL OTHER INTERNAL STREETS STREETS SHALL BE 25' WIDE, 7-INCH THICK P.C.C. PAVEMENT.
7. PAVEMENT FOR 36TH STREET IMPROVEMENTS SHALL BE 9-INCH THICK P.C.C. PAVEMENT TO WIDEN THE EXISTING STREET TO 38' WIDE PAVEMENT FOR THE CORNHUSKER ROAD IMPROVEMENTS SHALL BE 9-INCH THICK P.C.C. PAVEMENT.
8. NO DIRECT ACCESS TO SOUTH 36TH STREET OR CORNHUSKER ROAD SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS.
9. OUTLOTS A & B WILL PROVIDE SEWER AND DRAINAGE SERVICE FOR THE DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY S.I.D.
10. OUTLOTS C, D, AND E SHALL BE USED AS GREEN SPACE AND WILL BE OWNED AND MAINTAINED BY THE S.I.D.

LEGAL DESCRIPTION

LOTS 1 THROUGH 116 AND OUTLOTS A THROUGH E, BEING A PLATTING OF TAX LOT 30A OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

SUBDIVIDER

CORNHUSKER CREEK LLC
1310 LAMBERT DRIVE
PAPILLION, NE 68046

ENGINEER

THOMPSON, DREESSEN & DORNER, INC
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

LEGEND

- RD-60 ZONING WITH PS OVERLAY
- RG-50 ZONING WITH PS OVERLAY
- RG-20 ZONING WITH PS OVERLAY
- MU ZONING WITH PS OVERLAY
- BG ZONING
- PROPOSED STORM SEWER AND DRAINAGE EASEMENT
- EXISTING GAS EASEMENT
- EXISTING POWER EASEMENT
- PROPOSED STORM SEWER AND SANITARY SEWER EASEMENT
- PROPOSED SANITARY SEWER EASEMENT
- PROPOSED WATER EASEMENT
- ROW DEDICATION

SUBDIVISION SUMMARY

TYPE	ZONING	LOTS	Lot Numbers	ACRES
Residential	RD-60	9	1 - 9	2.88
Residential	RG-50	104	10 - 113 and OL A,C - E	28.69
Mixed Use	MU	2	115 and OL B	9.46
Residential	RG-20	3	116	7.90
Commercial	BG	1	114	0.64
ROW				8.34
Total		103		57.91

TD2 engineering & surveying

thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

Cornhusker Creek

Cornhusker Creek, LLC

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DATE PRINTED: February 23, 2024

No.	Description	MM-DD-YY

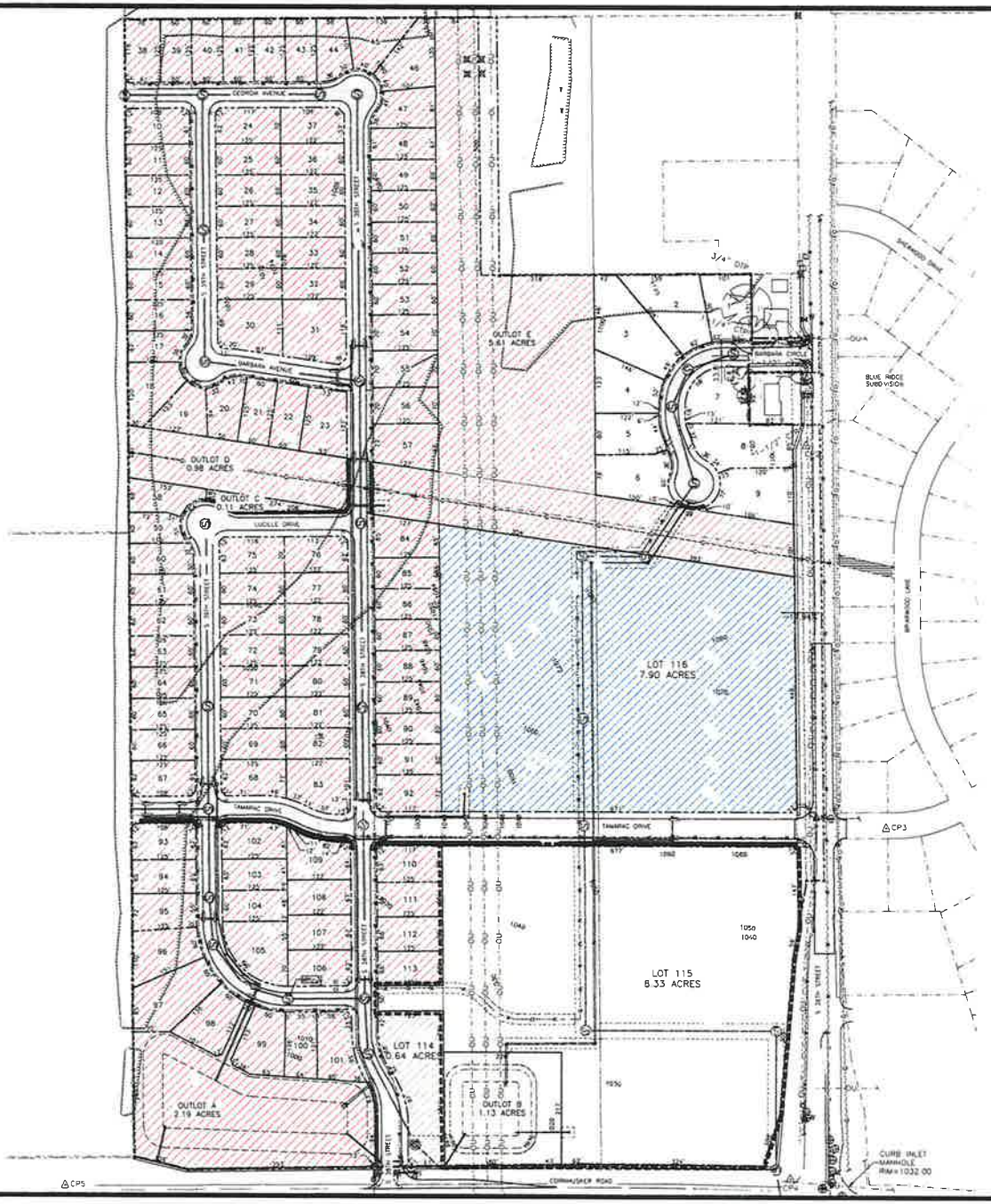
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Job No.: 2263.103 Date: 2.23.24

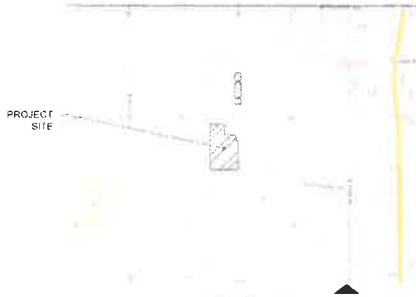
Zoning map

CORNHUSKER CREEK

MIXED USE DEVELOPMENT: LOT 115 AND OUTLOT B

SARPY COUNTY, NEBRASKA





VICINITY MAP

N

MIXED USE NOTES

1. EXISTING ZONING IS RG-20 WITH PS OVERLAY
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS
3. WATER AND SANITARY SEWER SHALL BE PROVIDED BY THE SUBDIVISION AS PER CODE
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT
5. FINAL UTILITY DESIGN SHALL BE COORDINATED WITH THE FINAL PLAT
6. PAVEMENT FOR TAMARAC DRIVE BETWEEN 30TH AND 36TH STREETS AND 36TH STREET TO CORNHUSKER ROAD SHALL BE 28' WIDE 2 MEMBER BACK PAVEMENT ALL OTHER INTERNAL STREETS SHALL BE 25' WIDE ALL PAVEMENT SHALL BE PCC PAVEMENT
7. PAVEMENT FOR 36TH STREET IMPROVEMENTS SHALL BE PCC PAVEMENT TO MATCH THE EXISTING STREET TO THE WEST
8. PAVEMENT FOR THE CORNHUSKER ROAD IMPROVEMENTS SHALL BE 4 HIGH TYPE ASPHALT PAVEMENT
9. WELCOME MATS SHALL BE PLACED AT ALL STREET ENTRANCES TO THE SUBDIVISION
10. ALL LOTS REQUIRED TO HAVE SOILS OR GEOLOGIC REPORTS SHALL BE REVIEWED BY THE SOILS OR GEOLOGIST
11. A GRADING AND EROSION CONTROL AND DRAINAGE PLAN FOR THE DEVELOPMENT AREA AND ITS SURFACE AND WATERSHED IS REQUIRED
12. PERMITTED USE TABLE AVENUE MU DISTRICT REVIEW MULTI-FAMILY PROVISION AS WELL AS DWELLING UNITS
13. THE MAXIMUM FLOOR AREA RATIO ALLOWED IS 2.0
14. THE SETBACKS FOR THE MU DISTRICT ARE AS FOLLOWS: FRONT YARD SETBACK=35 FEET, REAR YARD SETBACK=10 FEET, SIDE YARD SETBACK=5 FEET, AND STREET YARD SETBACK=10 FEET
15. THE MAXIMUM BUILDING HEIGHT ALLOWED IS 75 FEET

SUBDIVIDER

ENGINEER

LEGAL DESCRIPTION

LEGEND

- RD-60 ZONING WITH PS OVERLAY
- RG-50 ZONING WITH PS OVERLAY
- RG-20 ZONING WITH PS OVERLAY
- MU ZONING
- BG ZONING
- PROPOSED STORM SEWER AND DRAINAGE EASEMENT
- EXISTING GAS EASEMENT
- EXISTING POWER EASEMENT
- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER FORCE MAIN AND LIFT STATION
- MIXED USE BOUNDARY
- PROPOSED PAVEMENT
- PROPOSED STORM SEWER AND SANITARY SEWER EASEMENT
- PROPOSED SANITARY SEWER EASEMENT
- PROPOSED WATER EASEMENT
- PROPOSED SIDEWALK PAVEMENT
- ROW DEDICATION

N

0 50 100

SUBDIVISION SUMMARY

TYPE	ZONING	LOTS	Lot Numbers	ACRES
Residential	RD-60	9	1 - 9	2.88
Residential	RG-50	104	10 - 113 and OL A,C - E	28.69
Mixed Use	MU	2	115 and OL B	9.46
Residential	RG-20	3	116	7.90
Commercial	BG	1	114	0.64
ROW				8.34
Total		103		57.91

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Cornhusker Creek, LLC

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DATE PRINTED: February 23, 2024

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Drawn By RBR Reviewed By DEK
Job No. 2263.103 Date 2-23-24

MU Site Map

Exhibit A

CORNHUSKER CREEK

MIXED USE DEVELOPMENT: LOT 115 AND OUTLOT B

SARPY COUNTY, NEBRASKA

SITE STATISTICS

LOT NUMBER	PROPOSED ZONING	LOT SIZE (AC/ SF)	BUILDING COVERAGE (SF)	BUILDING COVERAGE (%)	PAVEMENT AREA (SF)	TOTAL IMPERVIOUS (SF)	TOTAL IMPERVIOUS (%)
LOT 115	MU	9.73 AC± 423,998 SF	71,731	17	181,184	126,187	30%
OUTLOT B	MU	1.13 AC± 49,258 SF	0	0	0	0	0%

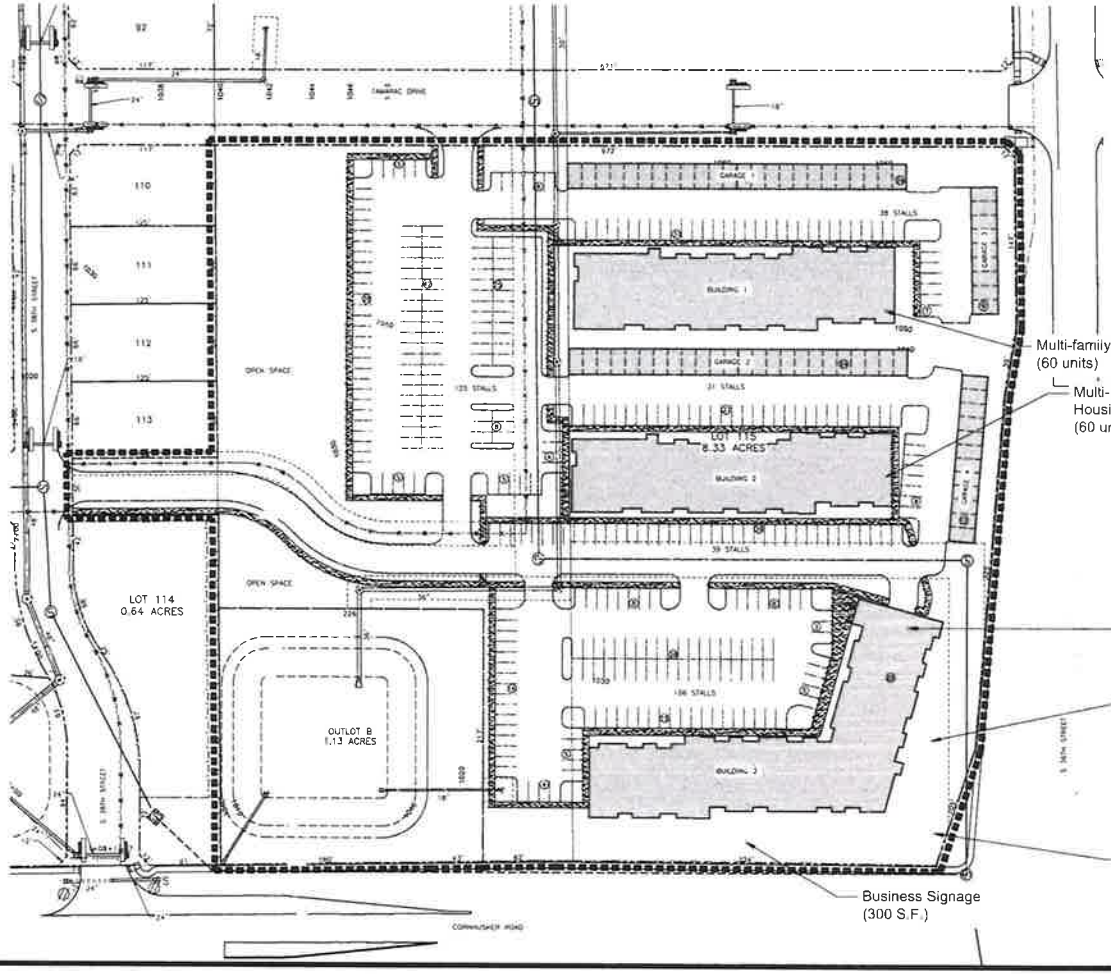
PARKING SUMMARY

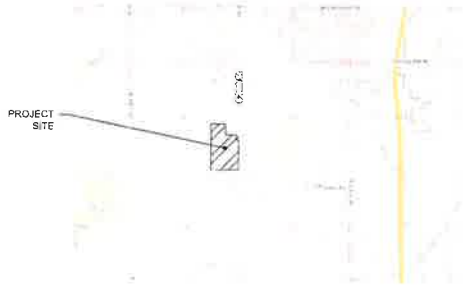
LOT 115 (APARTMENTS)

BUILDING	EFFICIENCY	1 BEDROOM	2 BEDROOM	3 BEDROOM	TOTAL UNITS	REQUIRED PARKING	OFF-STREET PARKING	ATTACHED GARAGES	DETACHED GARAGES	PROVIDED PARKING
1	4	24	31	4	63	126	63	0	63	126
2	4	24	31	4	63	126	63	0	59	122
3	12	35	16	2	65	130	65	56	0	121

LOT 115 (RETAIL)

BUILDING	SF	STALLS REQ			TOTAL UNITS	REQUIRED PARKING	OFF-STREET PARKING	ATTACHED GARAGES	DETACHED GARAGES	PROVIDED PARKING
1	15,000	1/250			0	75	75	0	0	75
				TOTAL UNITS	190				TOTAL PARKING	445





VICINITY MAP

N

MIXED USE NOTES

1. EXISTING ZONING IS RS-72. PROPOSED ZONING FOR LOT 115 AND OUTLOT B IS MU.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
6. PAVEMENT FOR TAMARAC DRIVE BETWEEN 36TH AND 38TH STREET AND 38TH STREET AT CORNHUSKER ROAD SHALL BE 38' WIDE, 7-INCH THICK P.C.C. PAVEMENT. ALL OTHER INTERNAL STREETS STREETS SHALL BE 25' WIDE, 7-INCH THICK P.C.C. PAVEMENT.
7. PAVEMENT FOR 36TH STREET IMPROVEMENTS SHALL BE 9-INCH THICK P.C.C. PAVEMENT TO WIDEN THE EXISTING STREET TO 38' WIDE PAVEMENT FOR THE CORNHUSKER ROAD IMPROVEMENTS SHALL BE 9-INCH THICK P.C.C. PAVEMENT.
8. NO DIRECT ACCESS TO SOUTH 36TH STREET OR CORNHUSKER ROAD SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS.
9. OUTLOT B WILL PROVIDE SEWER AND DRAINAGE SERVICE FOR THE DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY S.I.D.
10. PERMITTED USE TYPES WITHIN MU DISTRICT INCLUDE MULTI-FAMILY RESIDENTIAL AND LOW DENSITY RETAIL.
11. THE MAXIMUM FLOOR AREA RATIO ALLOWED IS 3.0.
12. THE SETBACKS FOR THE MU DISTRICT ARE AS FOLLOWS: FRONT YARD SETBACK=35 FEET, REAR YARD SETBACK=10 FEET, SIDE YARD SETBACK=5 FEET AND STREET YARD SETBACK=10 FEET.
13. THE MAXIMUM BUILDING HEIGHT ALLOWED IS 75 FEET.

LEGAL DESCRIPTION

LOT 115 AND OUTLOT B, BEING A PLATTING OF TAX LOT 30A OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA

SUBDIVIDER

CORNHUSKER CREEK LLC
1310 LAMBERT DRIVE
PAPILLION, NE 68046

ENGINEER

THOMPSON, DREESSEN & DORNER, INC
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE 402-330-8860

LEGEND

EXISTING CONTOURS
PROPOSED CONTOURS
PROPOSED STORM SEWER
PROPOSED SANITARY SEWER
PROPOSED SANITARY SEWER FORCE MAIN AND LIFT STATION
MIXED USE BOUNDARY
PROPOSED PAVEMENT
PROPOSED SIDEWALK PAVEMENT
PROPOSED STORM SEWER AND DRAINAGE EASEMENT
EXISTING POWER EASEMENT
PROPOSED STORM SEWER, WATER, AND SANITARY SEWER EASEMENT
PROPOSED SANITARY SEWER EASEMENT
PROPOSED WATER EASEMENT
BUILDING ENVELOPE

TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

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Cornhusker Creek, LLC

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DATE PRINTED February 23, 2024

No.	Description	MM-DD-YY

Drawn By: RBR Reviewed By: DEK
Job No.: 2263-103 Date: 2-23-24

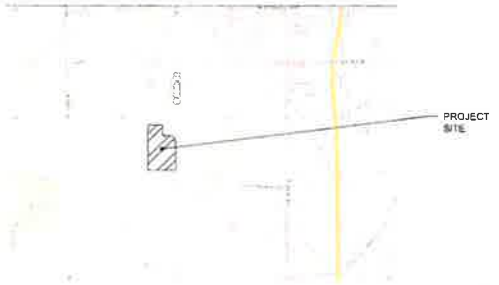
MU Development Plan

Exhibit B

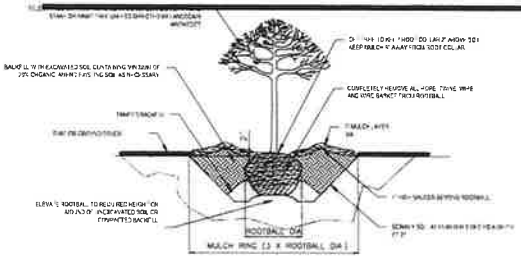
CORNHUSKER CREEK

MIXED USE DEVELOPMENT: LOT 115 AND OUTLOT B

SARPY COUNTY, NEBRASKA



VICINITY MAP



NOTES:
1. SOIL USED AS BACKFILL SHALL BE AMENDED AS NECESSARY TO CONTAIN 20% ORGANIC MATERIAL.
2. PLANTING STAGES
   A)REMOVE BOTTOM THIRD OF BASKET, ROPE AND TWINE.
   B)SET TREE AND PLUMB. TAMP BACKFILL TO STABILIZE.
   C)COMPLETE REMOVAL OF ALL WIRE, ROPE, AND TWINE.
   D)FINISH BACKFILL AND WATER.
3. STREET TREE PLANTING INSPECTION AND APPROVAL BY CITY OF OMAHA SHALL BE DONE IN TWO STAGES.
   A) EXCAVATION OF PLANTER AREA AND COMPACTION RELIEF TREATMENT PRIOR TO PLANTING AND BACKFILLING.
   B) FINAL INSTALLATION AFTER PLANTING AND BACKFILLING

TYPICAL TREE PLANTING DETAIL
NOT TO SCALE

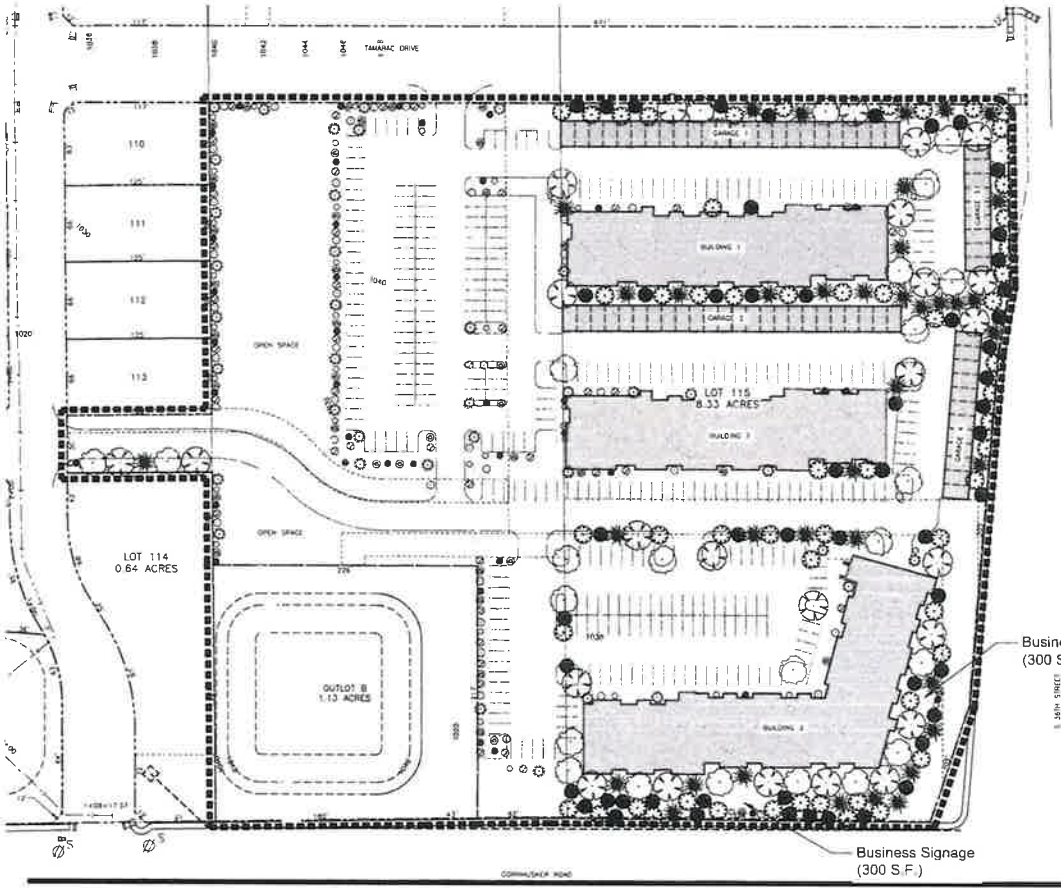
LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- MIXED USE BOUNDARY
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK PAVEMENT
- PROPOSED STORM SEWER AND DRAINAGE EASEMENT
- EXISTING POWER EASEMENT
- PROPOSED STORM SEWER, WATER AND SANITARY SEWER EASEMENT
- PROPOSED SANITARY SEWER EASEMENT
- PROPOSED WATER EASEMENT

LANDSCAPING CALCULATIONS

- BUFFERYARD CALCULATIONS
  - 15 FT BUFFERYARD
- SECTION 8.12.06
  - MULTI FAMILY DEVELOPMENT REQUIREMENT PER TWO DWELLING UNITS
    - 1 DECIDUOUS OR CONIFEROUS TREE OR
    - 2 ORNAMENTAL TREES AND 3 SHRUBS
      - 180 DWELLING UNITS * (1 LANDSCAPE UNIT / 2 DWELLING UNITS) = 90 LANDSCAPE UNITS
      - 32 DECIDUOUS TREES AND 28 CONIFEROUS TREES = 60 LANDSCAPE UNITS PROVIDED
      - 60 ORNAMENTAL TREES AND 90 SHRUBS = 30 LANDSCAPE UNITS PROVIDED
  - STREET YARD LANDSCAPING
    - 1 DECIDUOUS TREE OR ORNAMENTAL TREE AND 3 SHRUBS PER 40 L.F. OF STREET FRONTAGE
      - CORNHUSKER ROAD
      - 609 L.F. * (1 LANDSCAPE UNIT / 40 L.F.) = 16 LANDSCAPE UNITS
      - 16 ORNAMENTAL TREES AND 48 SHRUBS = 16 LANDSCAPE UNITS PROVIDED
      - 36TH STREET
      - 615 L.F. * (1 LANDSCAPE UNIT / 40 L.F.) = 16 LANDSCAPE UNITS
      - 16 ORNAMENTAL TREES AND 48 SHRUBS = 16 LANDSCAPE UNITS PROVIDED
      - TAMARAC DRIVE
      - 683 L.F. * (1 LANDSCAPE UNIT / 40 L.F.) = 17 LANDSCAPE UNITS
      - 17 ORNAMENTAL TREES AND 51 SHRUBS = 17 LANDSCAPE UNITS PROVIDED
  - PARKING AREA
    - 19 S.F. OF LANDSCAPED AREA PER PARKING STALL
      - 442 PARKING STALLS * (19 S.F. / PARKING STALL) = 8,398 S.F. REQUIRED
    - 1 TREE PER 300 S.F. OF LANDSCAPED AREA AS CALCULATED ABOVE
      - 8,398 S.F. * (1 TREE / 300 S.F.) = 28 TREES
      - 18 DECIDUOUS TREES AND 10 CONIFEROUS TREES PROVIDED

NO MORE THAN ½ OF TREES CAN BE A SINGLE SPECIES
AT LEAST ⅓ OF TREES MUST BE CONIFEROUS

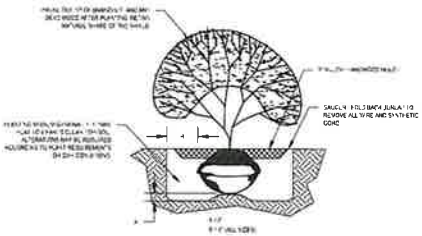


LANDSCAPE TREE SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	PLANTING METHOD	SIZE @ PLANTING	SPACING	MATURE SPREAD	MATURE HEIGHT
OVERSTORY DECIDUOUS TREES							
25	ACER FREMANII 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	B&B	2" CAL.	AS SHOWN	35'	45'
25	QUERCUS RUBRUM	RED OAK	B&B	2" CAL.	AS SHOWN	50'	60'
UNDERSTORY/ORNAMENTAL							
55	ACER GINNALA	AMUR MAPLE	B&B	2" CAL.	AS SHOWN	20'	20'
54	MALUS X 'PRAIREFIRE'	PRAIREFIRE CRAB	B&B	2" CAL.	AS SHOWN	15'	20'
CONIFEROUS TREE							
38	PICEA GLAUCA DENSATA	BLACKHILLS SPRUCE	B&B	6' HT	AS SHOWN	25'	50'
DECIDUOUS SHRUBS							
40	ARONIA ARBUTIFOLIA 'BRILLIANTISSIMA'	RED CHOKEBERRY	CONT.	5 GAL	AS SHOWN	3'	3'
40	AMELANCHIER ALNIFOLIA 'REGENT'	REGENT SERVICEBERRY	CONT.	3 GAL	AS SHOWN	5'	5'
40	RHUS AROMATICA 'GRO LOW'	GRO LOW SUMAC	CONT.	3 GAL	60" O.C.	5'	3'
37	SPIREA BETULIFOLIA 'TOR'	BIRCHLEAF SPIREA	CONT.	3 GAL	36" O.C.	3'	3'
EVERGREEN SHRUBS							
40	JUNIPERUS CHINENSIS 'MANEY'	MANEY JUNIPER	CONT.	3 GAL	5' O.C.	6'	3'
40	JUNIPERUS HORIZONTALIS 'BLUE CHIP'	BLUE CHIP JUNIPER	CONT.	3 GAL	5' O.C.	5'	1'

TREE LEGEND

- AUTUMN BLAZE MAPLE
- RED OAK
- AMUR MAPLE
- PRAIRIE FIRE CRAB
- BLACKHILLS SPRUCE
- RED CHOKEBERRY
- REGENT SERVICEBERRY
- GRO LOW SUMAC
- BIRCHLEAF SPIREA
- MANEY JUNIPER
- BLUE CHIP JUNIPER



SHRUB PLANTING DETAIL
NOT TO SCALE

TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p 402.330.8860 www.td2co.com

Cornhusker Creek

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Cornhusker Creek, LLC

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DATE PRINTED: February 23, 2024

No.	Description	Mm.dd.yy

Drawn By: RBR Reviewed By: DEK
Job No.: 2263-103 Date: 2-23-24

MU Landscape Plan

Exhibit C

RECEIVED
JAN 15 2024
PLANNING DEPT.



RECEIVED
JAN 2 5 2024
PLANNING DEPT.

Tammi Palm

From: Dan Bellinger <dan@bellinger.io>
Sent: Thursday, January 25, 2024 9:38 AM
To: Tammi Palm
Subject: [EXT] Cornhusker Creek Development (Case# Z-2307-13 and S-2307-12)

Hello, Tammi

This is in response to Cornhusker Creek, LLC's application for residential and commercial zoning (Case# Z-2307-13 and S-2307-12) as I am not certain we will be able to attend the hearing tonight, January 25th.

As a resident of Blue Ridge for the last 18 years it was a real gut punch to receive the notice of a potential commercial/residential development being proposed across the street. The area has been a typically quiet area of town that we fell in love with and resulted in the purchase of our home.

As time has gone on and Bellevue has grown by resident and business offerings, 36th and Cornhusker intersection has become more and more busy with vehicles with 36th often being used as a detour for people avoiding driving Cornhusker between 25th and Highway 75 during peak times. Reviewing the plans for Cornhusker Creek has made it clear that this will only get worse as five apartment buildings (and their residents), over 100 residential lots, and two proposed commercial lots are added to the mix. Based on the plans it doesn't even appear there are plans to widen 36th Street to accommodate and I'm not sure there is much widening that can occur with the homes, fire house, and OPPD locations that sit near the roadway as it is today. Add this to the fact that plans only show two main entrance/exits for this development (not counting the small circle with a few residential plots with near exclusive traffic), the residents and commuters will be adding much traffic to an already bustling intersection (speaking to the 36th and Cornhusker intersection AREA, not the immediate vicinity) making it more difficult to get home or leave Blue Ridge for the current residents as homes and businesses add to the congestion.

The traffic burden outline above does not take into account three additional potential issues see with the addition of a development. In no particular order;

One, the potential home valuation affect of having commercially zoned plots so close to the existing residential zones. While there are commercially zones plots on the southwest end, these are smaller businesses that do not add much traffic (outside of Trees, Shrubs, and More during the warmer months). What kinds of guarantees are available that the planned plots are not big traffic drivers or environmental affectors such as gas stations, manufacturing, or more unnecessary car washes? When businesses apply to build here (if they have not already) will nearby residents get a say or will those decisions lie directly on the property owner(s) and the people that actually live nearby and actually "deal" with the ramifications these businesses introduce?

Two, this area is within the Omaha Public Schools District NOT Bellevue Public Schools. That district (and many in the country) is overburdened as it is and those tax dollars are not benefitting the city itself, the district, it's students, the families, or staffs. Why add more residents (and students) to this area when the field across Cornhusker is actually within BPS bounds, or near Twin Creek and resident tax dollars can be used to benefit the school district AND city. All the talk about our children are the future and we aren't making a choice to benefit them, their education, and theirs or ours futures.

Three, this area is below the direct flight path that Offutt AFB utilizes for its landings and takeoffs. What should happen, in the rare but actually possible, occurrence that disaster strikes during one of these routine maneuvers? Those homes, lives, and businesses are potentially lost and forever changed. We are lucky to not be in the stats for an occurrence like this the way that Nellis AFB near Las Vegas or Lake Worth near the Forth Worth Air Reserve base. While I understand

this is a rare and potentially unlikely occurrence, the fear of it does still loom over even us while not DIRECTLY in the flight path.

ORDINANCE NO. 4151

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 SOUTH 36TH STREET AND CORNHUSKER ROAD, MORE PARTICULARLY DESCRIBED IN SECTION 1 OF THE ORDINANCE AND TO PROVIDE AN EFFECTIVE DATE.

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

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

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

A TRACT OF LAND LOCATED IN A PART OF TAX LOT 30A1 BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID E1/2 SE1/4 AND ASSUMING THE SOUTH LINE OF SAID E1/2 SE1/4 TO HAVE A BEARING OF S89°27'39"W; THENCE N00°41'12"W 1525.58 ON THE EAST LINE OF SAID E1/2 SE1/4; THENCE S89°24'58"W 49.97 FEET ON THE SOUTH LINE AND ITS EASTERLY EXTENSION OF TAX LOT 30D TO THE POINT OF BEGINNING; THENCE S00°41'12"E 194.56 FEET ON A LINE 50 FEET DISTANCE FROM AND PARALLEL WITH THE EAST LINE OF SAID E1/2 SE1/4; THENCE N81°38'42"W 166.05 FEET; THENCE N25°12'20"W 10.00 FEET; THENCE NORTHWESTERLY ON A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N81°38'42"W, CHORD DISTANCE 55.28 FEET, AN ARC DISTANCE OF 58.57 FEET; THENCE S41°55'11"W 10.00 FEET; THENCE N81°38'42"W 149.68 FEET; THENCE N00°41'12"W 427.29 FEET PARALLEL WITH THE EAST LINE OF SAID E1/2 SE1/4 TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF TAX LOT 30B; ; THENCE N89°34'46"E 298.12 FEET ON THE SOUTH LINE OF SAID TAX LOT 30B TO THE NW CORNER OF TAX LOT 30C; THENCE S00°45'11"E 131.58 FEET ON THE WEST LINE OF SAID TAX LOT 30C AND ITS SOUTHERLY EXTENSION; THENCE S89°18'13"W 3.99 FEET; THENCE S00°41'12"E 159.66 ON THE WEST LINE OF TAX LOT 30D AND ITS NORTHERLY EXTENSION TO THE SW CORNER OF SAID TAX LOT 30D; THENCE N89°24'58"E 83.03 FEET ON THE SOUTH LINE OF SAID TAX LOT 30D TO THE POINT OF BEGINNING.
CONTAINING 3.41 ACRES, MORE OR LESS.

From RS-72 (Single Family Residential - 7,200 Square Foot Zone) to RD-60-PS (Duplex Residential – 12,000 Square Foot Zone – Planned Subdivision).

A TRACT OF LAND LOCATED IN A PART OF TAX LOT 30A1 BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID E1/2 SE1/4 AND ASSUMING THE SOUTH LINE OF SAID E1/2 SE1/4 TO HAVE A BEARING OF S89°27'39"W; THENCE N00°37'28"W 115.82 FEET ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TAX LOT 30A1 TO THE POINT OF BEGINNING; THENCE CONTINUING N00°37'28"W 2201.34 FEET ON THE WEST LINE OF SAID TAX LOT 30A1 TO THE NW CORNER THEREOF; THENCE N89°24'58"E 713.58 FEET ON A COMMON LINE BETWEEN THE NORTH LINE OF SAID TAX LOT 30A1 AND THE SOUTH LINE OF TAX LOT 35 TO THE NW CORNER OF TAX LOT 30B; THENCE S00°41'12"E 500.00 FEET ON THE WEST

LINE OF TAX LOT 30B TO THE SW CORNER THEREOF; THENCE N89°34'46"E 182.72 FEET ON THE SOUTH LINE OF SAID TAX LOT 30B; THENCE S00°41'12"E 427.29 FEET PARALLEL WITH THE EAST LINE OF E1/2 SE1/4; THENCE S81°38'42"E 149.68 FEET; THENCE N41°55'11"E 10.00 FEET; THENCE SOUTHEASTERLY ON A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S81°38'42"E, CHORD DISTANCE 55.28 FEET, AN ARC DISTANCE OF 58.57 FEET; THENCE S25°12'20"E 10.00 FEET; THENCE S81°38'42"E 166.05 FEET; THENCE S00°41'12"E 101.26 FEET ON A LINE PARALLEL WITH AND 50.00 FEET DISTANCE FROM THE EAST LINE OF THE E1/2 SE1/4; THENCE N81°38'42"W 686.20 FEET; THENCE S00°37'28"E 891.23 FEET PARALLEL WITH THE WEST LINE OF SAID TAX LOT 30A1; THENCE S89°18'48"W 125.03 FEET; THENCE S00°37'28"E 91.80 FEET PARALLEL WITH THE WEST LINE OF SAID TAX LOT 30A1; THENCE SOUTHEASTERLY ON A 125.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING S16°15'50"E, CHORD DISTANCE 67.02 FEET, AN ARC DISTANCE 67.85 FEET; THENCE S31°48'46"E 24.65 FEET; THENCE SOUTHEASTERLY ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING S16°13'07"E, CHORD DISTANCE 94.08 FEET, AN ARC DISTANCE 95.26 FEET; THENCE S00°37'28"E 74.01 FEET PARALLEL WITH THE WEST LINE OF SAID TAX LOT 30A1; THENCE S45°46'54"E 11.99 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD; THENCE S89°03'40"W 434.03 FEET ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE N76°50'49"W 105.62 FEET CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.
CONTAINING 35.39 ACRES, MORE OR LESS.

From RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to RG-50-PS (General Residential – 5,000 Square Foot Zone – Planned Subdivision).

A TRACT OF LAND LOCATED IN A PART OF TAX LOT 30A1 BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID E1/2 SE1/4 AND ASSUMING THE SOUTH LINE OF SAID E1/2 SE1/4 TO HAVE A BEARING OF S89°27'39"W; THENCE N00°37'28"W 115.82 FEET ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TAX LOT 30A1 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD; THENCE S76°50'49"E 105.62 FEET ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE N89°03'40"E 434.03 FEET CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE N45°46'54"W 11.99 FEET; THENCE N00°37'28"W 74.01 FEET PARALLEL WITH THE WEST LINE OF SAID TAX LOT 30A; THENCE NORTHWESTERLY ON A 175.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N16°13'07"W, CHORD DISTANCE 94.08 FEET, AN ARC DISTANCE 95.26 FEET; THENCE N31°48'46"W 24.65 FEET; THENCE NORTHWESTERLY ON A 125.00 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARING N16°15'50"W, CHORD DISTANCE 67.02 FEET, AN ARC DISTANCE 67.85 FEET; THENCE N00°37'48"E 41.55 FEET PARALLEL WITH THE WEST LINE OF SAID TAX LOT 30A1; THENCE N89°18'48"E 125.03 FEET; THENCE S00°37'28"E 300.31 FEET PARALLEL WITH THE WEST LINE OF SAID TAX LOT 30A1 TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE S89°03'40"W 60.40 FEET ON SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.
CONTAINING 0.64 ACRES, MORE OR LESS.

From RS-72, (Single-Family Residential – 7,200 Square Foot Zone) to BG (General Business).

A TRACT OF LAND LOCATED IN A PART OF TAX LOT 30A1 BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID E1/2 SE1/4 AND ASSUMING THE SOUTH LINE OF SAID E1/2 SE1/4 TO HAVE A BEARING OF S89°27'39"W; THENCE N00°37'28"W 115.82 FEET ON THE SOUTHERLY

EXTENSION OF THE WEST LINE OF SAID TAX LOT 30A1 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD; THENCE S76°50'49"E 105.62 FEET ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE N89°03'40"E 494.43 FEET CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE N00°37'28"W 300.32 FEET PARALLEL WITH THE WEST LINE OF SAID TAX LOT 30A1; THENCE S89°18'48"W 125.03 FEET; THENCE N00°37'28"W 50.00 FEET PARALLEL WITH THE WEST LINE OF SAID TAX LOT 30A1; THENCE N89°18'48"E 125.03 FEET; THENCE N00°37'28"W"W 268.28 FEET PARALLEL WITH THE WEST LINE OF SAID TAX LOT 30A1; THENCE N89°58'30"E 669.90 FEET; THENCE S45°21'21"E 12.09 FEET; THENCE S00°41'12"E 147.85 FEET ON A LINE PARALLEL WITH AND 50.00 FEET DISTANCE FROM THE EAST LINE OF SAID E1/2 SE1/4 TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH 36TH STREET; THENCE SOUTHWESTERLY ON SAID WESTERLY RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) DESCRIBED COURSES: S09°38'31"W 57.94 FEET, S04°32'31"W 304.51 FEET, S17°14'39"W 104.68 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY OF SAID CORNHUSKER ROAD; THENCE WESTERLY ON SAID NORTHERLY RIGHT-OF-WAY LINE FOR THE NEXT TWO (2) DESCRIBED COURSES: ON A NON-TANGENT 9239.53 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N89°44'17"W, CHORD DISTANCE 387.26 FEET, AN ARC DISTANCE 387.29 FEET, S89°03'40"W 221.45 FEET TO THE POINT OF BEGINNING.
CONTAINING 9.43 ACRES, MORE OR LESS.

From RS-72, (Single-Family Residential – 7,200 Square Foot Zone) to MU (Mixed Use District).

A TRACT OF LAND LOCATED IN A PART OF TAX LOT 30A1 BEING PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID E1/2 SE1/4 AND ASSUMING THE SOUTH LINE OF SAID E1/2 SE1/4 TO HAVE A BEARING OF S89°27'39"W; THENCE N00°37'28"W 115.82 FEET ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF SAID TAX LOT 30A1 TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CORNHUSKER ROAD; THENCE S76°50'49"E 105.62 FEET ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE N89°03'40"E 494.43 FEET CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE N00°37'28"W 684.60 FEET PARALLEL WITH THE WEST LINE OF SAID TAX LOT 30A1 TO THE POINT OF BEGINNING; THENCE CONTINUING N00°'37'28"W 556.95 FEET PARALLEL WITH THE WEST LINE OF SAID TAX LOT 30A1; THENCE S81°38'42"E 686.20 FEET; THENCE S00°41'12"E 448.44 FEET ON A LINE PARALLEL WITH AND 50.00 FEET DISTANCE FROM THE EAST LINE OF SAID E1/2 SE1/4; THENCE S44°38'39"W 11.95 FEET; THENCE S89°58'30"W 669.83 FEET TO THE POINT OF BEGINNING.
CONTAINING 7.89 ACRES, MORE OR LESS.

From RS-72 (Single-Family Residential – 7,200 Square Foot Zone) to RG-20-PS (General Residential – 2,000 Square Foot Per Unit Zone – Planned Subdivision).

(Cornhusker Creek, LLC)

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

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

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

ADOPTED by the Mayor and City Council this 2nd day of April, 2024.

APPROVED AS TO FORM:

_____
City Attorney

ATTEST

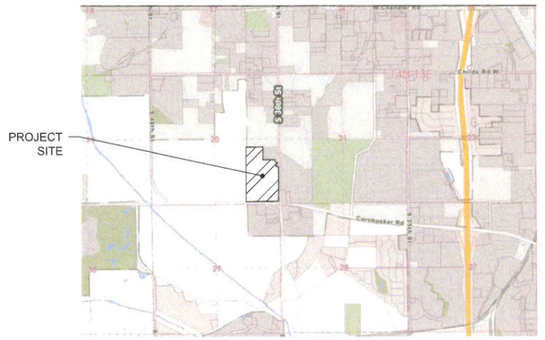
_____
City Clerk

_____
Mayor

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

CORNHUSKER CREEK

LOTS 1 THROUGH 116 AND OUTLOTS A THROUGH E
SARPY COUNTY, NEBRASKA



VICINITY MAP

N

NOTES

1. EXISTING ZONING IS RS-72. PROPOSED ZONING FOR LOTS 1-9 IS RD-60 WITH A PS OVERLAY, LOTS 10-113, AND OUTLOTS A, C, D, & E IS RG-50 WITH A PS OVERLAY, LOTS 115 AND OUTLOT B IS MU WITH A PS OVERLAY, LOT 116 IS RG-20 WITH A PS OVERLAY, AND LOT 114 IS BG.
2. EXISTING AND PROPOSED CONTOURS ARE SHOWN AT 2' INTERVALS.
3. WATER AND GAS SHALL BE PROVIDED BY THE METROPOLITAN UTILITIES DISTRICT.
4. POWER SHALL BE PROVIDED FROM THE OMAHA PUBLIC POWER DISTRICT.
5. TYPICAL UTILITY SETBACKS WILL BE DEDICATED WITH THE FINAL PLAT.
6. PAVEMENT FOR TAMARAC DRIVE BETWEEN 36TH AND 38TH STREET, AND 38TH STREET AT CORNHUSKER ROAD SHALL BE 38' WIDE, 9-INCH THICK P.C.C. PAVEMENT. ALL OTHER INTERNAL STREETS STREETS SHALL BE 25' WIDE, 7-INCH THICK P.C.C. PAVEMENT.
7. PAVEMENT FOR 36TH STREET IMPROVEMENTS SHALL BE 9-INCH THICK P.C.C. PAVEMENT TO WIDEN THE EXISTING STREET TO 38' WIDE. PAVEMENT FOR THE CORNHUSKER ROAD IMPROVEMENTS SHALL BE 9-INCH THICK P.C.C. PAVEMENT.
8. NO DIRECT ACCESS TO SOUTH 36TH STREET OR CORNHUSKER ROAD SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS.
9. OUTLOTS A & B WILL PROVIDE SEWER AND DRAINAGE SERVICE FOR THE DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY S.I.D.
10. OUTLOTS C, D, AND E SHALL BE USED AS GREEN SPACE AND WILL BE OWNED AND MAINTAINED BY THE S.I.D.

LEGAL DESCRIPTION

LOTS 1 THROUGH 116 AND OUTLOTS A THROUGH E, BEING A PLATTING OF TAX LOT 30A OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 13 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA.

SUBDIVIDER

CORNHUSKER CREEK LLC
1310 LAMBART DRIVE
PAPILLION, NE 68046

ENGINEER

THOMPSON, DREESSEN & DORNER, INC.
10836 OLD MILL ROAD
OMAHA, NEBRASKA 68154
PHONE: 402-330-8860

N

0' 50' 100'

LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY SEWER FORCE MAIN AND LIFT STATION
- PROPOSED 7" PAVEMENT
- PROPOSED 9" PAVEMENT
- PROPOSED SIDEWALK PAVEMENT
- PROPOSED STORM SEWER AND DRAINAGE EASEMENT
- EXISTING GAS EASEMENT
- EXISTING POWER EASEMENT
- PROPOSED STORM SEWER, WATER, AND SANITARY SEWER EASEMENT
- PROPOSED SANITARY SEWER EASEMENT
- PROPOSED WATER EASEMENT
- ROW DEDICATION
- STABILIZED CONSTRUCTION ENTRANCE
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- TREE DRIP LINE
- POWER POLE
- POWER POLE WITH UNDERGROUND DROP
- LIGHT POLE
- GUY WIRE
- TELEPHONE PEDESTAL
- CABLE TV PEDESTAL
- SIGN
- GAS LINE MARKER POST
- MAILBOX
- PULL BOX
- CABLE TELEVISION VAULT
- SEWER MANHOLE
- WATER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- IE — INVERT ELEVATION
- CURB INLET
- EXISTING WATER LINE
- EXISTING GAS LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE
- EXISTING FIBER OPTIC LINE
- EXISTING OVERHEAD UTILITY LINE
- △CP# — CONTROL POINT
- DECIDUOUS TREE WITH TRUNK SIZE

TD2 engineering & surveying
thompson, dreessen & dorner, inc.
10836 Old Mill Rd
Omaha, NE 68154
p.402.330.8860 www.td2co.com

Project Name
Cornhusker Creek

RECEIVED
FEB 2 3 2024
PLANNING DEPT.

Client Name
Cornhusker Creek, LLC

PROGRESS PRINT
NOT TO BE USED FOR CONSTRUCTION
DATE PRINTED: February 23, 2024

No.	Description	MM-DD-YY
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Drawn By:RBR Reviewed By: DEK
Job No.: 2263-103 Date: 2-23-24

Preliminary Plat

Exhibit A

13a.
3/19/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: March 19, 2024			SUBMITTED BY: Code Enforcement		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE	✓	PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS		OTHER	

SUBJECT:

Ordinance No. 4152 to Amend Chapter 18 of the Bellevue Municipal Code by Amending Section 18-95 Regarding Parking of Trucks and to Provide and Effective Date

SYNOPSIS/BACKGROUND:

Code Enforcement recommends this amendment to Section 18-95 of the City Code to add certain language to the current ordinance, which currently results in a possible misapplication of the ordinance's intended purpose. Section 18-95 of City Code intends to prohibit semi trucks, dump trucks, and large trucks of the like from being stored on the street. Currently, the ordinance only applies to those trucks that have exactly a five-ton sticker and does not encompass any truck that could have a seven or ten ton sticker, for example. The proposed "or greater" language, would include trucks that have tonnage stickers exceeding five-tons, and ensure the ordinance is applied as intended.

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:

Approve Ordinance No. 4152 and authorize Mayor to Sign.

ATTACHMENTS:

1. Ordinance 4152 - Redline	2. Ordinance 4152 -Clean Copy	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

16c.
3/19/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: March 19, 2024			SUBMITTED BY: David Goedeken- Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Award of Contract for 2024 Chip Seal Project (BPW#240104)

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works department issued a Notice for Bids for the 2024 Chip Seal Projects on February 28, 2024. After review of the bids received, the low bidder, Topkote Inc. has been recommended for the project.

FISCAL IMPACT:: $121,601.56 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	Topkote Inc.	INTERLOCAL AGREEMENT:	
CONTRACT DESCRIPTION:	2024 Chip Seal Projects (BPW#240104)				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:					
START DATE:		END DATE:		PAYMENT DATE:		INSURANCE REQUIRED:	
CIP PROJECT NAME:		CIP PROJECT NUMBER:	CIPST24(03)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRIBUTION CODE:		ACCOUNT NUMBER:	10-15-7010		

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement with Topkote Inc. in the amount of $110,546.88, plus a 10% contingency of $11,054.68, for the total project cost of $121,601.56 for the 2024 Chip Seal Projects

ATTACHMENTS:

1.	Contract	2.	Bid Sheet	3.	Proposal
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 19th day of March 2024 and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Topkote 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 2024 Chip Seal Projects ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars ($500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One hundred and ten thousand five hundred and forty-six and 88/100 Dollars ($110,546.88) ("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 Director
Attn: David Goedeken
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Aimee Bataillon
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Topkote Inc.
43439 SD HWY 50
Yankton, SD 57078
Fax No.: 650-665-8106

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

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 **"BPW-240104 2024 CHIP SEAL PROJECTS"**, as specified in this Contract and in the plans and specifications in the City's request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2020 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: 2024 Chip Seal Projects (BPW-240104)
DATE: Wednesday February 28, 2024
TIME: 2:00 PM

CONTRACTORS	TOTAL BID	BID BOND	ADDENDUMS
Topkote Inc.	$110,546.88	X	#1
Midwest Coatings Company, Inc	$152,454.25	X	#1

BIDDER: Topkote Inc

Project: City of Bellevue
"**BPW-240104 2024 CHIP SEAL PROJECTS**"

PROPOSAL

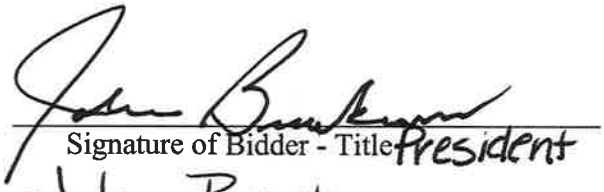
To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

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 "**BPW-240104 2024 CHIP SEAL PROJECTS**" 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) 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 President

John Brockman

Typed or Printed Name

Topkote Inc

Name of Company

43439 SD HWY 50

Business Address

Yankton SD 57078

1015-6778-ET

City of Bellevue Contractor's License No. or State License No.

605-665-8106

Phone Number

ORDINANCE NO. 4152

AN ORDINANCE TO AMEND CHAPTER 18, OF THE BELLEVUE MUNICIPAL CODE BY AMENDING SECTION 18-95 REGARDING PARKING OF TRUCKS AND TO PROVIDE AN EFFECTIVE DATE.

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

Section 1. That Chapter 18, Section 18-95 of the Bellevue Municipal Code is hereby amended to read as follows:

§ 18-95 PARKING OF TRUCKS.

(A) It shall be unlawful for any person to park a truck, semi-trailer, tractor, or truck tractor with a five-ton or greater license certificate or plate and which exceeds eight (8) feet in width or twenty-one (21) feet in length on any street within the city except for that period of time necessary for loading and unloading, delivery or collection of goods, wares and merchandise. In no event shall this period of time exceed two hours.

(B) Subsection (A) shall not apply to trucks or motor vehicles being used within the city in connection with construction, repair, service or moving operations.

Section 2. That this Ordinance shall take effect and be in full force fifteen (15) days after passage of the same.

ADOPTED by the Mayor and City Council this ___ day of _____ 2024.

ATTEST:

_____
Mayor, Rusty Hike

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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

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_____
Mayor, Rusty Hike

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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

16a.
3/19/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: March 19, 2024			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Purchase of 4 new portable equipment lifts for the Fleet Department

SYNOPSIS/BACKGROUND:

Purchase of 4 new portable equipment lifts. The lifts can be moved and used in any location, this will be a benefit to the increasing demand in the Fleet Department. These lifts are Stertil KONI 18,500lb lifts. Fleet currently has the same lift and they will work well together.

FISCAL IMPACT:: $57,551.28 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: Midwest Lift 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: 10-16 ACCOUNT NUMBER: 7100

RECOMMENDATION:

Approve the purchase with Midwest Lift for the purchase of 4 new portable lifts not to exceed the amount of $57,551.28.

ATTACHMENTS:

1. Memorandum	2. Quote	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

We Influence The World!

MEMORANDUM

To: **Dave Goedeken**

From: **Todd Jarosz**

Subject: **New portable lift purchase**

Date: **3-6-2024**

I am requesting authorization to purchase 4- new portable equipment lifts. These lifts will be added to the Fleet maintenance for the ability to be used to lift equipment in any location of the shop. With the increasing demand on the Fleet Departments workload, the additional lifts will be a major asset to the city. There is $60,000 in the Fleets budget for 2023/2024 FY to purchase the new lifts. The lifts I am looking at purchasing are Stertil KONI 18,500lb lifts. This is the same lift we currently have, and the new and old lifts will work together.

I have received a quote from Midwest lift for the purchase of 4 new lifts.

4- Stertil KONI ST-1085-2FWA ebright 18,500lb lifts $14075.32 each total - $56301.28

Freight $1250.00

Total cost $57,551.28

Thank you,

T Jarosz

Todd Jarosz
Fleet Superintendent
City of Bellevue

MIDWEST LIFT WORKS LLC
midwestliftworks.com
614 Broadway St. North | Jordan , MN 55352
(612) 382-0532 | dave@midwestliftworks.com | midwestliftworks.com

RECIPIENT:

City of Bellevue
2012 Betz Road
Bellevue, Nebraska 68005

Quote #125

Sent on	Mar 06, 2024
Total	$57,551.28

Product/Service	Description	Qty.	Unit Price	Total
ST-1085-2FWA ebright	Set of 4 - ST-1085-2FWA ebright	1	$56,301.28	$56,301.28
Freight Est.		1	$1,250.00	$1,250.00

Total **$57,551.28**

This quote is valid for 180 days, after which values may be subject to change.

GSA #GS-07F-5890R
Sourcewell Contract #013 020-SKI
NASPO Valupoint Contract #05316
MN State Contract #126-295
IA State Contract # 19283
WI State Contract #505ENT-017- VEHICLELFT-03

MOBILE COLUMN LIFT

ST 1085 - ST 1100

Capacity 18,500 lbs.
or 22,000 lbs.



ebright
SMART CONTROL SYSTEM



TOP QUALITY HYDRAULIC VEHICLE LIFTS

STERTIL
SUPERIOR SOLUTIONS BY
QUALITY PEOPLE

Superior solutions by quality people





The Stertil Group provides customized and technically advanced lifting solutions for heavy-duty customers worldwide, as well as the best possible after-sales service from factory trained local partners. These superior solutions are conceived, developed and implemented by a team of specialized professionals with unique experience. Thanks to its quality people, its total in-house production process and its international organization, Stertil-Koni is the world leader in the field of heavy-duty vehicle lifting systems.

Wireless...

Our wireless mobile column lifts with the ebright Smart Control System represent the latest in mobile column lifting technology. Using the innovative ID key, you can connect up to 32 columns in a single lift set. In most cases, the special deep cycle batteries only need to be recharged every two weeks. No time is wasted connecting up cables and the mechanic has maximum access to the vehicle, without any tripping hazards.

stertil KONI



Wireless mobile column lifts

with **ebright Smart Control System**

TOUCH SCREEN

WIRELESS

ebright

SMART CONTROL SYSTEM

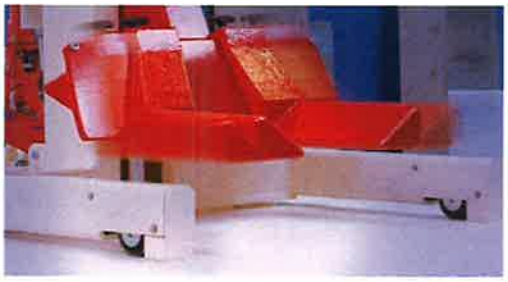
… or cabled, it's up to you

If you predominantly work in a fixed location the cabled mobile column lifts could be the best solution for you. This setup offers the possibility to connect up to 32 columns in a single lift set. All interconnection cables are equipped with heavy-duty plugs at both ends.
Both the wireless and the cabled column lifts are equipped with a control panel on each individual column. Columns can be operated individually, in pairs or simultaneously as a complete set with the touch of a button. Each column can therefore be used at any given location.

Full color touch screen control

The revolutionary **ebright Smart Control System** combines intuitive ease of use with maximum visual information about the lifting process. The main advantages:

- 7" full color touch screen, works even when wearing gloves
- User-configured options, such as choice of language, safety warnings and scheduled maintenance notifications
- All relevant information available at a glance
- Customizable ID-Key to prevent unauthorized operation
- Wireless Mesh network for optimal connectivity







Reliable hydraulic technology

- Extended column life and minimal maintenance thanks to low-friction design
- Stringent testing before leaving the factory
- Manual lowering in case of a power outage
- Maximum protection of the cylinder and seal against damage

Adjustable pick-up forks

ST 1085 mobile column lifts have a fork length of 14", ideal for picking up a variety of vehicles, including vehicles with super single tires in a safe and secure manner. The fork length for the ST 1100 mobile column lift is 12". Both models can handle wheels with rim diameters from R12 to R22.5 with an adjustable fork that is easy to move manually and includes a mechanical lock.

Retractable wheels

Both the wireless and the cabled mobile column lifts are available with retractable wheels. This unique Stertil-Koni design is the best available on the market. This prevents high point loading on the floor and reduces the floor surface pressure by a factor of 10. The system is fast, efficient, very stable and extremely reliable.

Adjustable lowering speed

If you need to lower the vehicle more slowly for precision placement of under carriage components, this is easily done with a single touch.

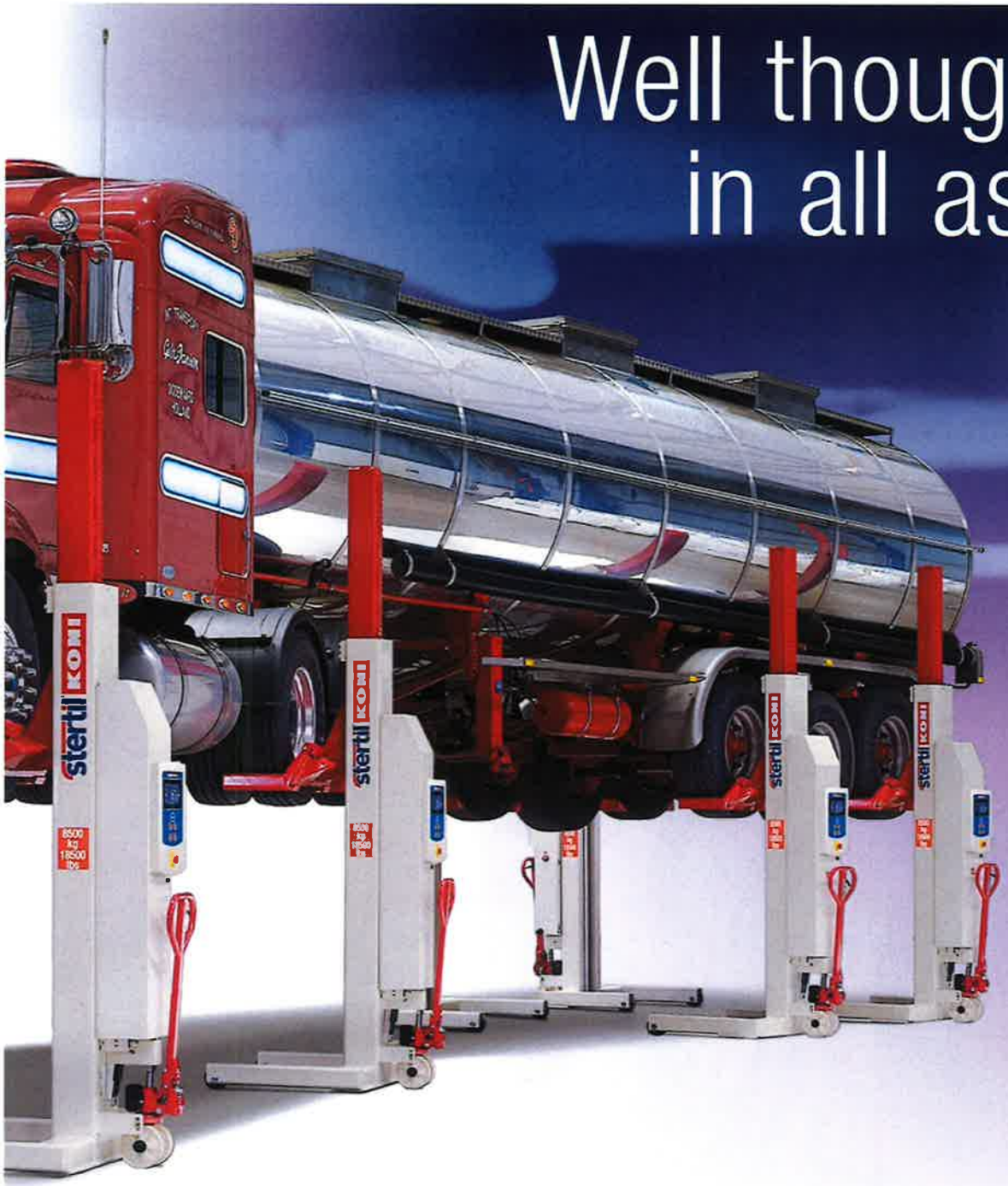
Power supply

The Stertil-Koni wireless mobile column lifts operate on 24 VDC and are easily recharged by means of a 110 VAC wall receptacle. The Stertil-Koni cabled mobile column lifts operate on three phase at 208/230, 460/480 and 575 VAC, as well as single phase at 220 VAC.

Fast lifting and lowering

The ST 1085 and ST 1100 only take 94 seconds to reach its maximum lifting height of 73". This makes them one of the fastest mobile column lifts in the world.

Well thought out in all aspects



32 MAX
MAX 32 LINKED COLUMNS

ADJUSTABLE LOWERING SPEED

LBS
OVERLOAD PROTECTION

UNIQUE SYNCHRONIZATION SYSTEM

Easy to move

Stertil-Koni mobile column lifts are indeed mobile, thanks to the synthetic roller wheels and hydraulic pallet jack mechanism with patented overload protection.

Safe working space

As an extra safety feature, we have also designed ample working space between the column and the vehicle. This ensures that the vehicle will not come into contact with the column in the event of sagging vehicle suspension.

Unique synchronization

The synchronization system is activated at a height difference of just 9/16". This ensures a safe and smooth lifting and lowering cycle, even in cases where the distribution of the vehicle weight is extremely uneven.

Lifetime guarantee

The innovative synthetic runner wheels within the column come with a lifetime parts guarantee.

ebright
SMART CONTROL SYSTEM



ebright Features

- High resolution 7" touch screen
- Owner/User configurable system with user ID key
  - Individual user settings for setting language and units of measure
  - Protection against unauthorized use, thanks to personalized ID key
- Maintenance notifications
- Visual display of maximum programmable lifting height
- Warning and failure information
- Operation manual available on-screen
- Tracking of specific operations and information codes
- Intuitive controls with actual data about the lift:
  - Indication for Single, All or Pair operation mode
  - Information about how many columns are in the set (up to 32 columns)
  - Actual lifting height displayed
  - Lowering speed can be manually adjusted on the touch screen
  - Battery status information
  - Customizable ID-Key to prevent unauthorized operation
- Wireless Mesh network with continuous active channel search offering optimal connectivity

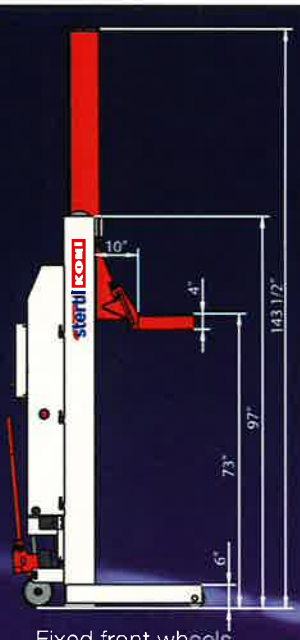


Everything under control

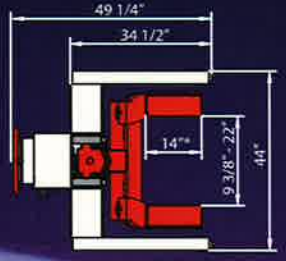
Overview of ST 1085 – ST 1100 models	ebright wireless ST 1085-FWA ST 1100-FWA	ebright wireless ST 1085-RWA ST 1100-RWA	ebright cabled ST 1085-FSA ST 1100-FSA	ebright cabled ST 1085-RSA ST 1100-RSA
ebright Smart Control System with a control box on each individual mobile column	●	●	●	●
Touch screen with important information about the system e.g. lifting height, operation mode	●	●	●	●
Wireless Mesh network with continuous active channel search offering optimal connectivity	●	●		
These columns utilize a power outlet in the workshop and communicate with each other via interconnecting cables			●	●
Adjustable lowering speed for slow or normal lowering	●	●	●	●
Hydraulic pallet truck mechanism with patented overload protection	●	●	●	●
14"-long adjustable fork, suitable for super single tires	ST 1085	ST 1085	ST 1085	ST 1085
12"-long adjustable fork	ST 1100	ST 1100	ST 1100	ST 1100
Fixed synthetic wheels that reduce the floor surface pressure	●		●	
Retractable synthetic wheels integrated into the base frame, for 10x less floor pressure		●		●

Technical specifications

Lifting capacity:	18,500 lbs. or 22,000 lbs.
Lift system:	hydraulic lifting system with microprocessor-controlled synchronization
Lifting height:	maximum 73", automatic stop at the highest position
Lifting time:	94 seconds
Motor rating:	3 hp / 4 hp per column (Cabled/Wireless)
Weight:	1,350 lbs per column (Wireless)
Column lift height:	97"



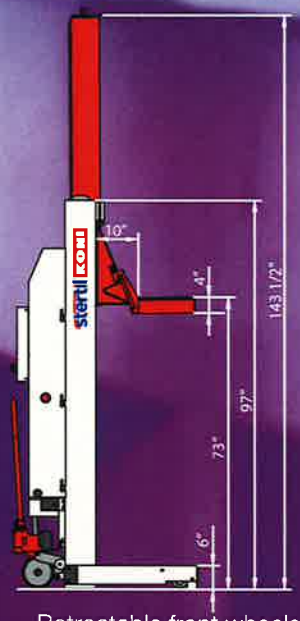
Fixed front wheels



Adjustable forks

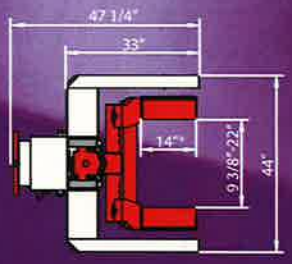
Highest safety requirements

- ANSI/ALI-ALCTV certified (USA), CSA certified (Canada), CE certified (Europe)
- Independent mechanical locking system engages at 5" above finished floor. Locking pawl engaged by gravity. The locking system is always active, even when the column is turned off
- Locking profile with locking increments of just 1 3/8"
- Synchronization between the mobile lifting columns starts at a height difference of 9/16"
- Automatic overload protection
- Low voltage control panel with emergency stop
- Each column is equipped with hold-to-run push buttons
- Each individual mobile lifting column is tested prior to leaving the factory
- Splash-proof electrical system (IP 65).



Retractable front wheels

* For the ST 1100: 12"



Adjustable forks

Accessories & options

Stertil-Koni offers an extensive package of accessories & options tailored to fit your specific needs.

More information?

For more information about the ST 1085, ST 1100, or any of Stertil-Koni's other top products, please do not hesitate to contact us. We will be pleased to assist you.

Stertil-Koni U.S.A. Inc.
200 Log Canoe Circle
Stevensville, Maryland 21666
Tel. 410-643-9001
Toll free 800-336-6637
Fax 410-643-8901
www.stertil-koni.com
lifts@stertil-koni.com
StertilKoniUSA @StertilKoniUSA

A member of the Stertil Group

16b.
3/19/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: March 19, 2024			SUBMITTED BY: David Goedeken-Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Purchase of a new Ford F350 4x4 truck and a HR800 Rotary Mower

SYNOPSIS/BACKGROUND:

Purchase of a new Ford F350 4x4 truck ($64,815.00) and a New HR800 Rotary Mower ($131,661.00) for the Parks Department to replace the old equipment.

FISCAL IMPACT:: $196,476.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: SID Dillion/Turf Werks INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: CIPPK-24(2)

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPPK-(2)

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

ACCOUNTING DISTRIBUTION CODE: 10-11 ACCOUNT NUMBER: 7040

RECOMMENDATION:

Approve the purchase of a new Ford F350 4x4 truck and HR800 Rotary Mower not to exceed $196,476.00.

ATTACHMENTS:

1. Memo	2. Memorandum (2)	3. Quotes
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

City of Bellevue
Parks Department
8201 South 42nd St. • Bellevue, Nebraska • 68147 • 402-293-3122

We Influence The World!

MEMO

TO: David Goedeken
Public Works Director

FROM: Jim Shada

SUBJECT: CIPPK-24(2) Projects

DATE: February 28, 2024

Please find attached, the supportive data from Todd Jarosz on the vehicle replacement requests for CIPPK-24(2) projects.

Feel free to contact me if you have any questions.

Thank you for your support.

City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

We Influence The World!

MEMORANDUM

To: Jim Shada

From: Todd Jarosz

Subject: PA535 Replacement

Date: 2-23-2024

In the last year PA535 has had a number of costly repairs and a considerable amount of down time. PA535 is a 2008 Ford F350 4x4 with 90,102 miles on it. PA535 falls into the replacement criteria of a light truck that is used for snow plowing. The criteria outline stated for this truck to be eligible for replacement at 8 years of age or 90,000 miles, this falls into both.

As previously stated PA535 has had a considerable number of costly repairs and down time. It is my recommendation to slate this truck to be replace with a like vehicle when funds allow. The current PA535 will be auctioned when the new replacement truck is received.

Thank you,

Todd Jarosz

Todd Jarosz
Fleet Superintendent
City of Bellevue

Sid Dillon Fleet & Commercial
Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Sid Dillon Fleet & Commercial

Dealership Information

Sid Dillon Fleet & Commercial
Wahoo, NE.

Thanks!
Ron Fullerton

Prepared By:

Ron Fullerton
Sid Dillon Fleet & Commercial
402-540-7578
ron.fullerton@siddillon.com

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$52,160.00
Total Options	$10,660.00
Vehicle Subtotal	$62,820.00
Destination Charge	$1,995.00
Grand Total	**$64,815.00**

$59,933 ±
using Bid Assistance

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21810. Data Updated: Feb 26, 2024 6:42:00 PM PST.

Sid Dillon Fleet & Commercial
Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (F3B) XLT 4WD Reg Cab 8' Box (Complete)

Selected Model and Options

MODEL

CODE	MODEL
F3B	2024 Ford Super Duty F-350 SRW XLT 4WD Reg Cab 8' Box

COLORS

CODE	DESCRIPTION
Z1	Oxford White

OPTIONS

CODE	DESCRIPTION
___	GVWR: 11,400 lb Payload Package
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates and optional to all others
166	Carpet Delete -inc: Replaced w/black vinyl flooring *CREDIT*
16T	All-Weather Floor Mats -inc: Doesn't include carpet floor mats
18B	Platform Running Boards
3S	Medium Dark Slate, Cloth 40/20/40 Split Bench Seat -inc: 20% locking center under-seat storage, center armrest, cupholder, storage, 8-way power driver (includes power lumbar) and 2-way adjustable driver/passenger headrests
44G	Transmission: TorqShift 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
613A	Order Code 613A
86M	Dual 68 AH/65 AGM Batteries
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 -inc: manual push-button engine-exhaust braking, Operator Commanded Regeneration (OCR) and intelligent oil-life monitor, 29 Gallon Fuel Tank, GVWR: 11,499 lb Payload Package, 3.31 Axle Ratio, Dual 68 AH/65 AGM Batteries
TDX	Tires: LT275/70Rx18E BSW A/T (4) -inc: Spare may not be the same as road tire
X3E	Electronic-Locking w/3.73 Axle Ratio (STD)
Z1	Oxford White

Options Total

Standard Equipment

Mechanical

~~Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)~~

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Data Version: 21810. Data Updated: Feb 26, 2024 6:42:00 PM PST.

Sid Dillon Fleet & Commercial
Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (F3B) XLT 4WD Reg Cab 8' Box (✓ Complete)

Exterior

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Chrome Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks

Chrome Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Variable Intermittent Wipers

Deep Tinted Glass

Aluminum Panels

Chrome Grille

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Boxside Steps

Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Perimeter/Approach Lights

Front Fog Lamps

Entertainment

AM/FM Stereo w/Seek-Scan, Clock and Speed Compensated Volume Control

Radio: AM/FM Stereo w/MP3 Player -inc: 5 speakers

Fixed Antenna

SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual

Wireless Phone Connectivity

2 LCD Monitors In The Front

Interior

40-20-40 Split-Bench Front Seats w/Carpet Back Material and Power 2-Way Driver Lumbar

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Data Version: 21810. Data Updated: Feb 26, 2024 6:42:00 PM PST.

Sid Dillon Fleet & Commercial
Ron Fullerton | 402-540-7578 | ron.fullerton@siddillon.com

Vehicle: [Fleet] 2024 Ford Super Duty F-350 SRW (F3B) XLT 4WD Reg Cab 8' Box (Complete)

Interior

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Driver Information Center

Trip Computer

Outside Temp Gauge

Digital/Analog Appearance

Manual Adjustable Front Head Restraints

Front Center Armrest w/Storage

Securilock Anti-Theft Ignition (pats) Immobilizer

Air Filtration

3 12V DC Power Outlets and 1 120V AC Power Outlet

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Emergency Sos

Automatic Emergency Braking

Collision Mitigation-Front

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Back-Up Camera

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 21810. Data Updated: Feb 26, 2024 6:42:00 PM PST.

City of Bellevue
Fleet Maintenance Department
2012 Betz Road • Bellevue, Nebraska • 68005 • 402-293-3129

We Influence The World!

MEMORANDUM

To: **Jim Shada**

From: **Todd Jarosz**

Subject: **PA409**

Date: **2-27-2024**

We recently had PA409 in our shop for a preseason inspection and service. PA409 is a 2015 Jacobson mower with 2330 hours on it. During inspection it was found that the hydraulic reservoir had an extreme amount of aluminum and brass shavings. This machine has 3 hydraulic pumps, 11 hydraulic blade motors and 4 hydraulic drive motors all of which share the hydraulic reservoir. After testing the system all the motors show the same amount of wear. This machine has had a history of hydraulic system component failures. With this being said, at any time this machine could experience catastrophic failure that could cost up to half the machine's value. I would recommend looking into selling/trading-in this machine for a like machine as soon as funds allow. With what was found this machine will no doubt have an extended amount of down time and high repair cost in the near future.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue

Turfwerks

PARTNERS IN GROWTH

IOWA - MINNESOTA - MISSOURI - NEBRASKA

Equipment Request

Customer Name	City of Bellevue	**Date**	2/23/24
Account Number		**Ship Address**	
Contact Person	Mark Blackburn	**City, State**	Bellevue, NE
Phone Number	405.515-6636	**Zip Code**	
Email Address	mark.blackburn@bellevue.net	**Authorized Signer & Title**	

PO Number _____ ***Turfwerks Contact*** Josh Shull

Deliver Date _____ ***Special Terms*** _____

MODEL #	QTY	PRODUCT DESCRIPTION	List Price		Omnia Contract Price
		Current Inventory - 1 UNIT LEFT			
070543-4613110	1	Jacobsen HR800 Rotary Mower with ROPS	$ 172,647.00		$ 129,485.25
	1	Care free tire kit	Included		$ -
	1	Canopy with fan	Included		$ -
		IF ORDERED			
070543-4613110	1	Jacobsen HR800 Rotary Mower with ROPS	$ 175,548.00		$ 131,661.00
	1	Care free tire kit	Included		$ -
	1	Canopy with fan	Included		$ -
		***PRICING IS UTILIZING THE NATIONAL**			
		OMNIA PARTNERS COOPERATIVE			
		CONTRACT NO 20474			
		***25% OFF LIST**			
			Subtotal		
			Sales Tax		
			TOTAL		

Notes

JACOBSEN TURFCO Smithco PROGRESSIVE TURF EQUIPMENT INC. YANMAR

HR800

HIGH PERFORMANCE LARGE AREA ROTARY MOWER

ISO mounted operator platform

Optional cab, built around your requirements - low maintenance, direct drive hydraulic decks, operator lift lower controls & on-board diagnostics

Fully adjustable tilt steering wheel

Lightweight durable deck pan design made from high strength steel



Bolt together construction for easy deck maintenance and repairs of cut

Foldable ROPs as standard

Easy-access service bay

Maintenance-free wet parking brakes

Jake's widest width of cut



Ease of maintenance, durable cutting decks



Trustworthy, powerful engine



Proven rotary deck design

DECKS & CUTTING UNITS	
NUMBER AND SIZE	1 x 72" (1.83m) front deck; 2 x 66" (1.68m) wing units
BLADE MATERIAL	MARBAIN® boron alloy steel
DECK LIFT & LOWER	Individual via fingertip operated joysticks
WEIGHT TRANSFER	On demand electrically operated hydraulic weight transfer system
DECK CONSTRUCTION	11 gauge (3mm) Strenx, high strength steel shell
TRACTION, BRAKES & SPEED	
TRACTION DRIVE	Hydrostatic closed loop parallel-cross-series SureTrac™ system
DECK DRIVE	Nine individual hydraulic motors with self lubricating integral bearings
HYDRAULIC SYSTEM	20.3 gal. (76.8L) reservoir with 10 micron remote charge filters and suction screening at tank. Oil cooler in side by side radiator.
SERVICE BRAKES	Dynamic through hydrostatic traction system
PARKING BRAKES	Automatic wet parking brakes integrated into wheel motors
STEERING	Power Steering
MOWING SPEED	11mph (17.7km/h)
REVERSE SPEED	6mph (9.6km/h)
WEIGHTS & DIMENSIONS	
WEIGHT (excluding fuel)	4801lbs (2178kg), 5370lbs (2436kg) with cab
LENGTH (less catchers)	147" (3.66m) front deck down
OVERALL HEIGHT (ROPS up)	85" (2.16m)
WHEELBASE	67.4 (1.71m)
TRANSPORT WIDTH	77" (1.96m)
WORKING WIDTH	197" (5.00m)
WARRANTY	
MOWER WARRANTY	2 Years

16c.
3/19/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: March 19, 2024			SUBMITTED BY: David Goedeken- Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Award of Contract for 2024 Chip Seal Project (BPW#240104)

SYNOPSIS/BACKGROUND:

The City of Bellevue Public Works department issued a Notice for Bids for the 2024 Chip Seal Projects on February 28, 2024. After review of the bids received, the low bidder, Topkote Inc. has been recommended for the project.

FISCAL IMPACT:: $121,601.56 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Topkote Inc. INTERLOCAL AGREEMENT:

CONTRACT DESCRIPTION: 2024 Chip Seal Projects (BPW#240104)

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME:

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

CIP PROJECT NAME: CIP PROJECT NUMBER: CIPST24(03)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-15-7010

RECOMMENDATION:

City Council to approve and authorize the Mayor to sign the agreement with Topkote Inc. in the amount of $110,546.88, plus a 10% contingency of $11,054.68, for the total project cost of $121,601.56 for the 2024 Chip Seal Projects

ATTACHMENTS:

1.	Contract	2.	Bid Sheet	3.	Proposal
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this 19th day of March 2024 and between the City of Bellevue Nebraska, a municipal corporation of the first class and a political subdivision of the State of Nebraska ("City"), and Topkote 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 2024 Chip Seal Projects ("Project") in accordance with the requirements of the Contract Documents; (ii) Contractor shall furnish at its sole cost and expense all bonds, barricades, materials, supplies, equipment, tools, power, water, light, heat, utilities, transportation and all other services, facilities (whether permanent or temporary) and resources required for the Work; (iii) except to the extent otherwise expressly stated in the Contract Documents, Contractor shall be responsible for all means, methods, techniques, sequences and procedures, including coordination of all Work. Whenever used in this Contract, the term "Work" shall include all Corrective Work, unless the context otherwise requires. Contractor shall commence the Work within ten (10) days ("Commencement Date") after

receiving a Written Notice to Proceed from City. Contractor shall notify City in writing of the Commencement Date prior to undertaking any work.

3. Quality of Work. Contractor shall perform all Work in a good and workmanlike manner using qualified personnel and any equipment and materials required by the Contract Documents.

4. Site Inspection. Contractor acknowledges that it has inspected the Project site. Contractor waives any claim for additional time, costs, expenses, compensation or other amounts in connection with any condition (known, apparent, or concealed), which it may encounter at the Project site.

5. Contractor's Warranties. All Work is warranted by Contractor to be of highest quality, to be free from any faults or defects and to conform in all respects with the requirements of the Contract Documents.

6. Time of Essence/Liquidated Damages. Time schedules, limits or requirements specified in the Contract Documents are of the essence to this Contract. All Work shall be completed in accordance with the "Specifications", as attached hereto as Exhibit "A" and incorporated herein by this reference, unless (i) extended by City, in its sole discretion, or (ii) prevented (assuming, in all such events, Contractor's use of its best efforts to timely complete such Work) by the act or neglect of City or by an act of God or for other reasons beyond the control of Contractor, in which event time shall be extended for such reasonable time as City may determine. Whenever any Work shall not be so completed, then as liquidated damages and not as a penalty, Contractor shall pay City, within five (5) days of demand, the sum of Five Hundred and no/100ths Dollars ($500.00) per day for each and every calendar day that the Work shall remain uncompleted.

7. Contractor's Compensation/Retainage. City shall pay the Contractor in current U.S. funds for the Contractor's performance of the Work. All Work, including any unit cost shall be undertaken at and performed in accordance with Contractor's Bid or Proposal. Subject to additions and deductions as provided in the Contract Documents, the aggregate cost of the Work shall not exceed One hundred and ten thousand five hundred and forty-six and 88/100 Dollars ($110,546.88) ("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 Director
Attn: David Goedeken
1510 Wall Street
Bellevue, NE 68005
Fax No.: (402) 293-3173

With a copy to:

Aimee Bataillon
Bellevue City Attorney
1500 Wall Street
Bellevue, NE 68005

If to Contractor:

Topkote Inc.
43439 SD HWY 50
Yankton, SD 57078
Fax No.: 650-665-8106

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

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 **"BPW-240104 2024 CHIP SEAL PROJECTS"**, as specified in this Contract and in the plans and specifications in the City's request for proposals and Notice to Bidders.

The current City of Omaha Standard Specifications for Public Works Construction, 2020 Edition, and any current revisions or amendments thereto shall apply to this construction and the contractor shall perform in accordance therewith.

BELLEVUE PUBLIC WORKS DEPARTMENT

PROJECT: 2024 Chip Seal Projects (BPW-240104)
DATE: Wednesday February 28, 2024
TIME: 2:00 PM

CONTRACTORS	TOTAL BID	BID BOND	ADDENDUMS
Topkote Inc.	$110,546.88	X	#1
Midwest Coatings Company, Inc	$152,454.25	X	#1

BIDDER: Topkote Inc

Project: City of Bellevue
"**BPW-240104 2024 CHIP SEAL PROJECTS**"

PROPOSAL

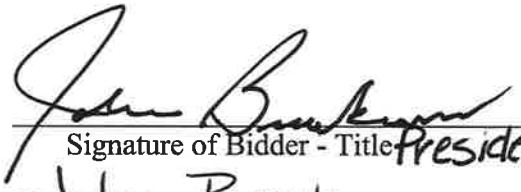
To: Mayor and City Council
City of Bellevue
Bellevue, Nebraska 68005

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 "**BPW-240104 2024 CHIP SEAL PROJECTS**" 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) 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 President

John Brockman

Typed or Printed Name

Taplok Inc

Name of Company

43439 SD HWY 50

Business Address

Yankton SD 57078

1015-6778-ET

City of Bellevue Contractor's License No. or State License No.

605-665-8106

Phone Number

16d.
3/19/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: March 19, 2024			SUBMITTED BY: Dave Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Bellevue Fire Training Facility burn tower face lift

SYNOPSIS/BACKGROUND:

CertaPro Painters provided the low bid for the Bellevue Fire Training Facility burn tower up keep. Paint and repair has not been done since 1999.

FISCAL IMPACT:: $10,520.22 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:		COUNTER-PARTY:	CertaPro Painters	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:	10-13-6304		

RECOMMENDATION:

Approve the bid from CertaPro Painters to paint the Bellevue Fire Training Facility burn tower in the amount not to exceed $10,520.22.

ATTACHMENTS:

1.	CertaPro Painters proposal-low bid	2.	Mizener Painting proposal -High bid	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

CertaPro Painters®
BUSINESS & COMMERCIAL SERVICES

Jarrod Esser
8001 Chicago St.
Omaha, NE 68114
(402) 289-0311

https://omaha.certapro.com
Contractor License: 24467
Full Worker's Compensation Coverage

COMMERCIAL EXTERIOR
Job #: JOB-1390-5626
Date 03/06/2024

SHERWIN WILLIAMS
We proudly feature Sherwin-Williams paints and stains.

JOB SITE

Bellevue Fire Training Facility. - Comm-Ext - JOB-1390-5626
3100 Cornhusker Hwy
Bellevue, NE 68123
(402) 926-8552
grant.zimmer@bellview.net

PREPARED BY

Tom Regan
Commercial Sales Associate
(531) 389-0405
tomregan@certapro.com



CLIENT

Bellevue Fire Training Facility.
3100 Cornhusker Hwy
Bellevue, NE 68123
(402) 926-8552
grant.zimmer@bellview.net

CLIENT CONTACTS

Grant Zimmer
M: (402) 926-8552
E: grant.zimmer@bellview.net

PRICING:

BFD 1999 Letters	$228.97
East Side Doors	$1,816.19
Exhaust Hoods	$707.19
North Red 1st floor Red Trim Board	$583.96
North Side Doors	$800.39
Red Water Pipe	$158.16
Roof Cap	$492.34
South Side Doors	$800.39
Top Red Trim Board	$350.66
West Side Doors	$2,781.97
Subtotal:	**$8,720.22**
Lift Rental	$1,800.00
Total:	**$10,520.22**
Balance	**$10,520.22**

GENERAL SCOPE OF WORK

This is for the painting of the Exterior Side of the Green Metal Door, 3 Red Exhaust Fans, Red Wood Trim Boards, Red Roof Cap, Red Lettering, and the Red Water Piping going into the building.

INCLUDES AND EXCLUDES

INCLUDES:

This INCLUDES the painting of only the areas listed within this proposal which are the Exterior Side of the Green Metal Door, 3 Red Exhaust Fans, Red Wood Trim Boards, Red Roof Cap, Red Lettering, and the Red Water Piping going into the building.

EXCLUDES:

This EXCLUDES any areas not listed in this proposal which will include the the interior on the green metal doors, Brick, Vents, Concrete, and Railings

SURFACE PREPARATION

STANDARD LEVEL OF PREP
Unless stated otherwise in pictures and/or text in this proposal, this project is priced to include our standard level of prep. This includes the following:
- Wash or wipe down surfaces being painted.
- Scrape loose and peeling paint.
- Spot priming bare wood and metal in areas being painted. We do not spot prime areas being stained.
- We only caulk areas that were previously caulked that are failing (gaps or cracks).
-We fill in punched through nail holes in siding.
This prep DOES NOT include the following:

- Wood replacement
- Fixing imperfections that require feather sanding and bondo application.
- Full recaulking if caulk is not failing.
- Stripping existing surface coating.

SET-UP

CUSTOMER TO:
Allow clear access to work areas , Vehicles reasonably vacated from work areas

CERTAPRO WILL
Communicate job flow and progress as work is being completed , Perform and complete work in a professional manner

- **Time Frame: 2 days**
- Same Color Paint Application.

CERTAPRO WILL COVER & PROTECT
Substrates not to be painted

CLEAN UP

Daily: Ladders are taken down and stored in a designated area along with all other tools and supplies. All debris will be swept and removed from the property or deposited in the appropriate trash receptacle according to the customer's preference. Upon Completion: All tools, supplies & equipment will be removed from the property.

PROPOSAL AND COLOR SPECIFICATIONS

Surface/Item	Product	Paint / Primer Coats	Color
BFD 1999 Letters			
01 Prep Spots			
03 Cleanup/SC			
04 Mask Spot			
07 Trim Facia Front Only	SherCryl--ProCryl	2 / 1	Match Existing
East Side Doors			
01 Prep Spots			
03 Cleanup/SC			
Green Metal Doors	SherCryl--ProCryl	1 / 1	Match Existing - Green
06 Mask High			
Exhaust Hoods			
3 Exhaust Hoods	SherCryl--ProCryl	1 / 1	Match Existing - Red
04 Mask Spot			
North Red 1st floor Red Trim Board			
01 Prep Spots			
02 Caulking			
03 Cleanup/SC			
06 Mask High			
07 Trim Facia Front Only	SuperPaint-Acrylic Latex-Satin Exterior Latex Wood Primer	2 / 1	Match Existing - Red
North Side Doors			
01 Prep Spots			
03 Cleanup/SC			
Green Metal Doors	SherCryl--ProCryl	1 / 1	Match Existing - Green
06 Mask High			
Red Water Pipe			
01 Prep Spots			
03 Cleanup/SC			
04 Mask Spot			
07 Trim Facia Front Only	SherCryl--ProCryl	2 / 1	Match Existing
Roof Cap			
01 Prep Spots			

02 Caulking			
03 Cleanup/SC			
07 Trim Facia Front Only	SherCryl–ProCryl	2 / 1	Match Existing -Red
06 Mask High			
South Side Doors			
01 Prep Spots			
03 Cleanup/SC			
Green Metal Doors	SherCryl–ProCryl	1 / 1	Match Existing - Green
06 Mask High			
Top Red Trim Board			
01 Prep Spots			
02 Caulking			
03 Cleanup/SC			
06 Mask High			
07 Trim Facia Front Only	SuperPaint-Acrylic Latex-Satin Exterior Latex Wood Primer	2 / 1	Match Existing - Red
West Side Doors			
01 Prep Spots			
03 Cleanup/SC			
Green Metal Doors	SherCryl–ProCryl	1 / 1	Match Existing - Green
06 Mask High			

ADDENDUM - ALL PICTURES

















NOTES

Thank you for allowing CertaPro the opportunity to provide you with a Proposal for your Project. We will communicate with you on a daily basis to update you on the progress of the project. Our goal from start to finish is to provide you with an "Excellent Painting Experience."

PLEASE CAREFULLY REVIEW ALL OF THE ITEMS, AREAS AND COMPONENTS THAT ARE INCLUDED AS WELL AS THOSE THAT ARE EXCLUDED TO ENSURE THAT THERE IS NO MISUNDERSTANDINGS AS TO THE SCOPE OF THE PROJECT. ANY ITEMS, AREAS, AND COMPONENTS NOT SPECIFICALLY INCLUDED ARE EXCLUDED.

CertaPro Painters Authorized Signature Date

Authorized Client Signature **Date**

Authorized Client Representative Name & Title

Client

PROPERTY PHOTO AND VIDEO RELEASE

☐ By checking this box, I consent to CertaPro Painters®, its employees, franchisees, representatives, agents, and affiliates (collectively "CertaPro"), taking photographs and video of the property identified in this Proposal (the "Content"). I irrevocably authorize CertaPro to use, copyright, and publish the Content in any media format and agree to release CertaPro from any liability associated with its use of the Content. I represent and warrant that I have the legal capacity to agree to such release, either on my own behalf or on behalf of the property's owner. I acknowledge CertaPro is not responsible for any unauthorized third-party uses of the Content and waive any rights that I, or the property's owner, may have in connection with the Content.

Customer Initials **Date**

PAYMENT DETAILS

Payment is due: In full upon job completion

COMMERCIAL DEFINITIONS AND CONDITIONS OF THIS CONTRACT

RELATIONSHIP — The individual giving you this proposal is an independent contractor licensed by CertaPro Painters® to use its systems and trademarks to operate a painting franchise. The work will be completed by the independent franchised contractor. Please make any check payable to the franchise shown on the front of this proposal.

COLORS — Colors may be chosen by the client prior to commencement of work. If, after the job starts, a color change is required, the independent Contractor will have to charge for time and material expenses incurred on the original color.

UNFORESEEN CONDITIONS — Should conditions arise which could not be determined by visual inspection prior to starting work, the client must pay an agreed upon extra for the completion of such work.

PROPOSAL — This proposal is valid for 60 days after it was written. In addition, the Independent Franchised Contractor should be informed of your desire to have the work done and receive a signed copy of the proposal before work is to be started.

ATTENTION CLIENT:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE BELOW NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT. (SATURDAY IS A LEGAL BUSINESS DAY IN CONNECTICUT.) THIS SALE IS SUBJECT TO THE PROVISIONS OF THE HOME SOLICITATION SALES ACT AND THE HOME IMPROVEMENT ACT. THIS INSTRUMENT IS NOT NEGOTIABLE.

NOTICE OF CANCELLATION

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE BUSINESS DAYS FROM THE ABOVE DATE. IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY DAYS OF THE DATE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREED TO RETURN THE GOODS AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO:

Name of Seller **Jarrod Esser**

DATE OF TRANSACTION _____

NOT LATER THAN MIDNIGHT OF _____

I HEREBY CANCEL THIS TRANSACTION

(Buyer's Signature) (Date) 3/8/24

LIMITED TWO YEAR WARRANTY

Subject to the limitation set forth below, for a period of 24 months from the date of completion of the work described on the front of this contract, the Independent Franchise Owner named on the front of this contract (the "Contractor") will repair peeling, blistering or chipping paint resulting from defective workmanship.

high bid

SINCE 1990
MIZENER
PAINTING

(402) 612-7186

BobMizener@cox.net

City of Bellevue
Bellevue, Nebraska
(402) 926-8552
Grant.zimmer@bellevue.net

1. **Scope of Work:**
   - Fire Fighters Training Facility: Scrape, oil prime where needed, and paint all previously painted exterior surfaces. All the doors. windows and flashing will be painted red and require at least two coats. This bid includes all labor, lift rental and material to be provided by Mizener Painting.

   - Mizener Painting recommends using ***Sherwin Williams*** "Procryl" primer and Shercryl" as a topcoat.

2. **Warranty**
   - Mizener Painting, will provide a warranty for a period of one full years on labor and materials. If you are not satisfied with your paint job, we will repaint any problem areas free of charge. Note: Caulking or cracked caulking is excluded from this warranty. No product failure can be considered for any of the following reasons;
     a. Deterioration or delamination of the surface being painted
     b. Natural fading caused by environmental conditions
     c. Any problems caused by existing substrates
     d. Abuse of the surface
     e. Improper placement of siding/trim creating areas of moisture to enter

3. **Workmanship**
   - The contractor's operations for the preparation of the paint and storage of materials will be limited to specific and designate areas, and such space will be kept clean and orderly at all times

4. **Painting Contractor's Responsibility**
   - Inform his employees of the specific areas to be painted
   - Furnish all materials (except as noted otherwise), tools, ladders, equipment, supplies, and services necessary to perform the work completely.

- Protect all adjacent areas, equipment, and persons from damage or injury resulting from the work under this contract
- Clean up the work on a daily basis, and to remove from the site, at the completion of the work, all debris, tools, and equipment. Clean all spills and stains from surfaces resulting from these operations
- Perform the work in accordance with these specifications and in accordance with the prevailing codes and ordinances of the governmental agencies having jurisdiction over the work.

5. **Insured by:** Auto's Owners Insurance and Traveler's Insurance

6. **Labor and Material for the rate of the following:**

Painting Exterior of Training Facility	$13,800.00

7. **Terms:** Net 30 Days

I understand and agree that the entire unpaid balance is due according to the payment terms set forth above. If this is acceptable, please sign this contract. Your home will then be scheduled for painting.

Thank you for considering Mizener Painting to paint your home.

Bob Mizener

(Owner's signature and date)

(Contractor's signature)

12/5/2023



16e.
3/19/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: March 19, 2024			SUBMITTED BY: Dave Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Retaining wall rebuild for District 2 Fire Station.

SYNOPSIS/BACKGROUND:

Rebuild a failing retaining wall at Avery Fire Station. Take down wall; clean the block to use again, drain tile and drainage rock behind wall installed.

FISCAL IMPACT:: $17,310.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: Best Cut Lawn Care Inc. 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: 10-13-6301

RECOMMENDATION:

Approve the estimate from Best Cut Lawn Care to rebuild the retaining wall at Dist. 2 Fire Station in the amount not to exceed $17,310.00.

ATTACHMENTS:

1. Estimate	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

ESTIMATE

Best Cut Lawn Care Inc.
6540 Russell Emmett Ct
Papillion, NE 68133

clintwilen@gmail.com
402-290-6581
Bestcutlawncareinc.com

City of Bellevue Ne

Bill to
Tracy Niemier
City of Bellevue Ne

Ship to
Tracy Niemier
City of Bellevue Ne

Estimate details
Estimate no.: 1009
Estimate date: 03/07/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		**Retaining Wall** Avery Fire Station Rebuild a Failing retaining wall 105 ft long. Take down wall clean the block to use again. 85 ft of wall at 5 ft tall 20 ft of wall at 4ft tall stepping down to 1ft 505 sqft with drain tile and drainage rock behind it		505	$30.00	$15,150.00
2.		**Retaining Wall** Retaining wall upper wall if choose to redo 36ft long and 2 ft tall 72 sqft		72	$30.00	$2,160.00
			Total			**$17,310.00**

David Hoeman
3/8/24


605

16f.
3/19/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: March 19, 2024			SUBMITTED BY: David Goedeken- Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Entryway Retaining Wall at the Bellevue Cemetery

SYNOPSIS/BACKGROUND:

Approval of the low, responsible bidder for building the entryway retaining wall at the Bellevue Cemetery. 1st lower wall will be 150 feet long and 5 feet tall with 120lb Verticle Pro block and 2 layers of geo grid, 2nd wall upper 100ft long and 5 ft tall and labor.

FISCAL IMPACT:: $49,950.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: NO COUNTER-PARTY: Best Cut Lawn Care Inc. INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Front Entryway retaining wall project (Cemetery)

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

CIP PROJECT NAME: Front Entryway Retaining Wall Project CIP PROJECT NUMBER: CIPCE24(01)

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

ACCOUNTING DISTRIBUTION CODE: 7030 ACCOUNT NUMBER: 10-14

RECOMMENDATION:

Approve the low estimate from Best Cut Lawn Care Inc., not to exceed the amount of $49,950.00 for the building of the Bellevue Cemetery wall.

ATTACHMENTS:

1. Estimates	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 1/2024

Estimate

Best Cut Lawn Care Inc.
6540 Russell Emmett Court
Papillion, NE 68133

Name/Address
City Of Bellevue 1510 Wall Street Bellevue, NE 68005 Att Jason

Date	Estimate No.	Project
10/23/23	522	

Item	Description	Quantity	Cost	Total
Retaining Wall	Retaining wall at Bellevue Cemetery 1st wall lower wall150 ft long and 5 feet tall with 120 pound Vertica Pro block and 2 layers of geo grid	750	36.50	27,375.00
Retaining Wall	Retaining wall 2 nd wall upper 100ft long 5 ft tall	500	36.25	18,125.00
Building Permitt		1	500.00	500.00
Engineered drawing		1	1,200.00	1,200.00
Retaining Wall	Caps glue and drain tile	1	2,750.00	2,750.00

Thank you for your business!

Total $49,950.00

Smarter scapes

Client: City of Bellevue/ Bellevue Cemetery located on frankin St
Property. Bellevue Cemetery (point of contact jason)

Home: (402) 637-7242
Client's email Jason.Houghtaling@bellevue.net

Operator: Bruce L / neil W

Estimator: Bruce
Company: Smarter scapes of omaha
9947 s plaza Omaha NE 68127

E-mail: Brucelinson07@gmail.com
Company number : (402)968-8509

Type of Estimate. Two teir Retaining Wall
Date Entered: Tuesday October 24, 2023
Date Est. Completed:

Date assigned N/a

Retaining wall (bottom level) is 150 long 5 feet high wall will curve at both ends. Using vertical pro block from watkins . Color to be picked by customer .

Retaining wall (top level) is 100' long and 5 feet high . Both walls will have double drain tile ran. Also using vertical pro blocks . Color to be picked by customer .

Both walls will have geo-grid / walls will also have a retaining Wall cap . All extra drit will be hauled away by smarter scapes.

Lower wall is 750 sq feet .Upper wall is 500. For a total of 1250 sq feet

The price pre sq foot for everything need for project is 63.00

Bid includes all labor and materials needed for project

Estimate : 78,750.00

Wall will have a 5 year warranty