Bellevue City Council Meeting
Tuesday, April 2, 2024 6:00 PM
Bellevue City Hall
1500 Wall Street
Bellevue, NE 68005

1. PLEDGE OF ALLEGIANCE
2. INVOCATION - Pastor Jay Dunston, Bellevue Christian Center, 1400 Harvell Drive.
3. CALL TO ORDER AND ROLL CALL
4. OPEN MEETINGS ACT - Posted on rear wall of 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 19, 2024 City Council Minutes
6. * APPROVAL OF CLAIMS
7. SPECIAL PRESENTATIONS:
    a. Proclamation declaring April 22, 2024 as "Earth Day" in Bellevue, NE. (Councilman Preister)
    b. Proclamation declaring April 26, 2024 as "Arbor Day" in Bellevue, NE. (Councilman Preister)
8. ORGANIZATIONAL MATTERS:
    a. * Recommend the following reappointments of Tom Mruz, Nancy Scott, and Don Preister to the Tree Board Committee for four-year terms ending April 28, 2028.
9. APPROVED CITIZEN COMMUNICATION: NONE
10. LIQUOR LICENSES: NONE
11. ORDINANCES FOR ADOPTION (3rd 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. 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.
12. ORDINANCES FOR PUBLIC HEARING (2nd reading):
    a. Ordinance 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)
13. ORDINANCES FOR INTRODUCTION (1st reading): NONE
    a. Ord. No. 4153:
14. PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES:
    a. Recommend approval of event application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 5:00 p.m. at American Heroes Park, Bellevue. (City Clerk)
        1. Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a

Special Designated Liquor License application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue. (City Clerk)

15. RESOLUTIONS: NONE
    a. Res. No. 2024-04;
16. CURRENT BUSINESS:
    a. Approve & authorize Mayor to sign bid from Best cut Lawn Care to build a retaining wall at the Reed Community Center, in an amount not to exceed $45,305.00. (Public Works Director)
    b. Approve the purchase of a Ventrac Tractor 4520 for the Parks Department, in an amount not to exceed $50,337.80. (Public Works Director)
    c. Approve and authorize the City Administrator to sign the Updated ADA Policy and the Title VI Nondiscrimination Assurances as the City's Responsible Agency Official. (Public Works Director)
    d. Approve and authorize the Mayor to sign the Local Match Agreement between the Omaha-Council Bluffs MAPA and the City of Bellevue for the Fort Crook Road Transit Planning and Environmental Feasibility Study to be completed by HDR, in an amount not to exceed $25,000.00. (Public Works Director)
    e. Approve and authorize Supplement Agreement #2 with Felsburg Holt & Ullevig to review traffic signal timing for improvement, in an amount not to exceed $3,030.00. (Public Works Director)
    f. Approve and authorize the Mayor to sign the Bridge Investment Program and Capital Grant Federal Management Information System Project Agreement with NDOT and FHWA for JEO Consulting Group to complete a PEL Study to review alternatives for improvements of the Fort Crook bridge and corridor from Capehart Road interchange south to Fairview Road. (Public Works Director)
17. ADMINISTRATION REPORTS: Comments must be limited to items on the current Reports **(March report is attached to meeting packet)**
18. CLOSED SESSION:
19. ADJOURNMENT

MINUTE RECORD

*5b1.
4/2/2024

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 20th 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 Chris Hemmelman, First City Church, 1908 Lloyd Street, 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 Burns, seconded by Cook, to approve the agenda.

Roll call vote to approve the agenda 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 Preister, seconded by Burns, to approve the consent agenda.

Consent agenda included the following items: Approval of the March 5, 2024, City Council Minutes; Acknowledge receipt of the February 13, 2024 Tree Board Minutes, Approval of the March 5, 2024 Board of Equalization Minutes; and Approval of Claims.

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: NONE RECEIVED

ORDINANCES FOR ADOPTION: (Third Reading): NONE

ORDINANCES FOR PUBLIC HEARING: (Second 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.

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, along with Request to Preliminary Plat Lots 1 through116, and Outlots A through E, Cornhusker Creek, was read for the second time and a public hearing was held.

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

Doug Kellner, 10836 Old Mill Road, with TD2, was present on behalf of the applicant. He stated it is a difficult site to develop and has been working with staff quite a bit on this approval. This site will be a mixed-use development. Mr. Kellner addressed questions the Council had on this development. Discussion ensued.

No one else in the audience came forth to speak in support of or in opposition to the application.

Mayor Hike stated the third and final reading will be held April 2, 2024.

ORDINANCES FOR INTRODUCTION (First Reading):

Ordinance 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)

Ordinance 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 was read for the first time.

Mayor Hike stated the second ready and public hearing will be held April 2, 2024.

PUBLIC HEARING ON MATTERS OTHER THAN ORDINANCES: NONE

RESOLUTIONS: NONE

CURRENT BUSINESS:

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)

Motion was made by Cook, seconded by Casey, to 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. 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 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)

Motion was made by Burns, seconded by McCaw, to 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. 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 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)

Motion was made by Casey, seconded by McCaw, to 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. 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 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)

Motion was made by Welch, seconded by Burns, to approve the bid from CertaPro Painters to paint the Bellevue Fire Training Facility burn tower in an amount not to exceed $10,520.22. 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 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)

Motion was made by Welch, seconded by Burns, to 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. 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 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)

Motion was made by Casey, seconded by Burns, **to a**pprove 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 . 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 - March report will be attached to April 2nd Council packet.

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 6:33 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 20, 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

MINUTE RECORD

CLAIMS FOR APRIL 2, 2024

CITY ADMINISTRATOR			
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		164.74
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE		26.39
		$	191.13
LEGAL			
AIMEE BATAILLON	2024/02/26-27 MILEAGE TO LNM CONF		150.08
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		29.07
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE		4.66
		$	183.81
CABLE ADVISORY			
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		145.36
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE		23.28
		$	168.64
CITY CLERK			
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		251.94
CAPITAL BUSINESS SYSTEMS, INC	2024/01/26-02/25 COPIER EXPENSE		120.48
COLUMN SOFTWARE, PBC	LEGAL AD		41.62
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE		40.35
		$	454.39
FINANCE/RISK MANAGEMENT			
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		213.19
FIRST NATIONAL INSURANCE COMPANY	2024/06/30Q - 3RD QRTLY INSTALLMENT 2023/10/01-2024/10/01		12,125.00
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE		34.15
		$	12,372.34
LIBRARY			
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		437.98
CENGAGE LEARNING, INC	BOOKS		31.19
CENTER POINT LARGE PRINT	LARGE PRINT BOOKS		89.88
COX BUSINESS SERVICES	2024/03/31M MONTHLY SERVICE		107.39
INGRAM LIBRARY SERVICES	BOOKS		1,474.98
LAURA ANN MISCHKE	MILEAGE TO PICK UP ART 2024/03/09		142.04
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE		114.01
QUADIENT FINANCE USA, INC	2024 FEB LIBRARY POSTAGE, NEOSHIP (8048 0084)		1,372.48
RUFF WATERS	DEPOSIT-150 GALLON TANK-NEW LIBRARY		2,747.00
SIRSI CORPORATION	2024/04/01-2025/03/31 ANNUAL SUBSCRIPTION		22,587.69
THE DURHAM MUSEUM	2024 LIBRARY PASS PROGRAM RENEWAL		400.00
		$	29,504.64
ADMINISTRATIVE SERVICES/PERSONNEL			
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		164.74
COLUMN SOFTWARE, PBC	LEGAL NOTICE CSC		13.91
IDEAL PURE WATER COMPANY	BOTTLED WATER		71.25
MATRIX BUSINESS SYSTEMS INC	2024/01/01-03/31 PRINTER MAINTENANCE		60.00
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE		26.39
UKG INC	SUBSCRIPTION FEE		32,122.68
		$	32,458.97
CODE ENFORCEMENT			
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		30.85
CAPITAL BUSINESS SYSTEMS, INC	2024/02-10-03/09 COPIER EXPENSE		90.19
CLAYTON GRUHN	TRIM TREE & CLEANUP-2535 VAN BUREN ST		695.00
METROPOLITAN UTILITIES DIST	2024/01/06-03/06 MONTHLY SERVICE		4.09
		$	820.13

MINUTE RECORD

CLAIMS FOR APRIL 2, 2024

PUBLIC WORKS			
ALFRED BENESCH & COMPANY	BPW-240122 GOOGLE FIBER INSTALL 2024/02/02-03/10		5,291.75
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		51.81
METROPOLITAN UTILITIES DIST	2024/01/06-03/06 MONTHLY SERVICE		6.87
MIDLANDS PRINTING	BUS CARDS-S ADEKUNLE		116.40
NEBRASKA IOWA SUPPLY COMPANY, INC	DIESEL FUEL FOR TANKS		4,854.44
ONE CALL CONCEPTS	2023/10/31M LOCATES		895.60
		$	11,216.87
PARKS			
A-RELIEF SERVICES	PORTABLE RESTROOM-SWANSON, STONECROFT		550.00
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		645.45
COX BUSINESS SERVICES	2024/03/31M MONTHLY SERVICE		214.78
DOSTALS CONSTRUCTION CO	REMOVE SPINNER, REPLACE WITH COMET-SWANSON PARK		3,570.00
HUGHES MULCH PRODUCTS	PLAYGROUND MULCH		2,200.00
METROPOLITAN UTILITIES DIST	2024/02/09-03/12 MONTHLY SERVICE		644.92
SECURITY EQUIPMENT INC	PARKS INSTALL ACCESS-50%, PARKS INTERCOM-50%		6,025.00
SITEONE LANDSCAPE SUPPLY	FESCUE SEED		190.61
XCEL GROUNDS MANAGEMENT	MUCLH ENTRY ISLAND-AHP		2,000.00
		$	16,040.76
RECREATION			
B&D DIAMOND PRO	25 BAGS MARKING DUST		220.00
BELLEVUE PRINTING COMPANY	REC REGISTRATION FORMS, SWIM PASSES		213.55
CAPITAL BUSINESS SYSTEMS, INC	2024/02/11-03/10 COPIER EXPENSE		30.75
COX BUSINESS SERVICES	2024/03/31M MONTHLY SERVICE		88.39
JOCELYN SALTZMAN	REFUND SWIM LESSONS		40.00
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE		105.12
		$	697.81
FACILITY MAINTENANCE			
BIG RED LOCKSMITHS	DOUBLE SIDE DEADBOLT-STREET SHOP, DUPLICATE KEYS		199.50
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		1,959.94
CARPENTER PAPER CO	JANITORIAL SUPPLIES		728.82
CONTROL MASTERS, INC	RELAYS FOR NEW HEAT PUMPS		3,233.40
DC ELECTRIC/HEARTLAND LIGHTING	REPLACED FIXTURES		490.00
DWAYNE NIELSEN	CABLED SHOWER LINE, FLOOR DRAIN, BATHROOM DRAIN		750.00
IDEAL PURE WATER COMPANY	BOTTLED WATER, CREDIT-BOTTLED WATER		(11.00)
JACKSON SERVICES, INC	DOOR MAT SERVICE		281.15
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE		112.23
MMC MECHANICAL CONTRACTORS, INC	BOILER CONTROL ISSUES-POLICE STATION		1,073.50
OVERHEAD DOOR CO OF OMAHA	REPLACED SPRINGS-GOLDENROD		667.10
SECURITY EQUIPMENT INC	ATTORNEY OFFICE CARD READER		14,068.00
THE HOME DEPOT PRO	JANITORIAL SUPPLIES		748.02
TRED-MARK COMMUNICATIONS	INSTALL DATA AND TV CABLING FOR REMODEL		2,075.00
TRICO MECHANICAL SERVICES	COOLER SERVICE, FREON-PD		214.10
		$	26,589.76
CEMETERY			
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		170.61
COX BUSINESS SERVICES	2024/03/31M MONTHLY SERVICE		83.39
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE		22.08
PULVERENTE MONUMENT COMPANY, LLC	MAUS DOOR		75.00
		$	351.08
STREETS			
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		1,471.59
CAPITAL BUSINESS SYSTEMS, INC	2024/02/12-03/11 COPIER EXPENSE		37.12
CONCRETE SUPPLY, INC	CONCRETE		12,701.38

MINUTE RECORD

CLAIMS FOR APRIL 2, 2024

STREETS (CONT'D)			
COX BUSINESS SERVICES	2024/03/31M MONTHLY SERVICE		274.17
INDEPENDENT SALT CO	SALT/ICE CONTROL		6,383.70
JEO CONSULTING GROUP, INC	BPW 240102 - 2024 CONCRETE PROJECTS THRU 2024/03/01		29,390.00
JMN CONSTRUCTION, LLC	BPW 210719-SCHILLING DRIVE BRIDGE REMOVAL		147,627.00
MARTIN ASPHALT	BULK OIL		528.00
METRO LANDSCAPE MATERIALS AND RECYCLING	MULCH		792.00
METROPOLITAN UTILITIES DIST	2024/02/07-03/07 MONTHLY SERVICE		527.04
MICHAEL TODD INDUSTRIAL SUPPLY	GUTTER BROOMS W/OIL TEMPERED WIRE, FLARED BRACKETS, STEEL BUCKLES		6,945.00
OMNI ENGINEERING	ASPHALT		862.75
READY MIXED CONCRETE COMPANY	CONCRETE		9,013.60
		$	216,553.35
FLEET MAINTENANCE			
ALLIED OIL & SUPPLY COMPANY	ANTIFREEZE, GLOBAL ANTIFREEZE		393.55
AUTO VALUE PARTS - SOUTH OMAHA	CONNECTOR		13.99
AUTOMOTIVE WAREHOUSE DIST, INC	PARTS, BRAKE FLUID, BRAKE PARTS		698.72
BIG RIG TRUCK ACCESSORIES	HINGE ASSY		320.77
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		924.71
COX BUSINESS SERVICES	2024/03/31M MONTHLY SERVICE		107.39
DEPARTMENT OF CORRECTIONAL	PARTS CABINET		1,150.00
FACTORY MOTOR PARTS CO	WIPERS		37.46
IDEAL PURE WATER COMPANY	BOTTLED WATER, COOLER RENTAL		134.75
JEBRO, INC	ANITFREEZE DISPOSAL		135.00
METROPOLITAN UTILITIES DIST	2024/02/06-03/06 MONTHLY SERVICE		130.58
MILLARD METAL SERVICES	METAL FOR ST110		364.00
NAPA AUTO PARTS	FAB/LOOM-SPLIT POLY, BATTERY, CARBON CLEANER, AIR FILTERS, GLOVES, LED LAMPS		876.21
NEBRASKA IOWA INDUSTRIAL FASTENERS, INC	DRILL BITS, WASHER, HEX NUTS, PINS, TY-RAP, SCREWS, NUTS, CONNECTORS		729.56
NORTH CENTRAL EMERGENCY VEHICLES	MED UNIT DOOR HANDLES FOR STOCK		447.10
TOYNE, INC	PISTON INTAKE		2,409.23
WALKERS UNIFORM RENTAL	UNIFORM CLEANING SERVICE, FENDER COVERS		297.50
		$	9,170.52
SOLID WASTE			
PAPILLION SANITATION	2024/02/20 GLASS RECYCLING		190.52
		$	190.52
PLANNING			
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		46.86
COLUMN SOFTWARE, PBC	LEGAL AD		22.07
CROWNE PLAZA HOTEL	LODGING FOR NPZA-HANKINS, CURRY		724.75
METROPOLITAN UTILITIES DIST	2024/01/06-03/06 MONTHLY SERVICE		6.21
		$	799.89
PERMITS & INSPECTIONS			
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE		62.62
CARLOS A TORRES DIAZ	PRE-CONNECT DEPOSIT REFUND		500.00
EVERLIGHT SOLAR	REFUND 80% FOR CANCELLED PROJECT @ 7301 S 52ND ST		684.60
METROPOLITAN UTILITIES DIST	2024/01/06-03/06 MONTHLY SERVICE		8.30
		$	1,255.52
POLICE			
AUTO BODY AUTHORITY	RUST REPAIR - UNIT 103		1,514.90
AUTOGRAPHIX, INC	INSTALL TONNEAU		1,075.00
AVERY L LOSCHEN	2024/04/30M RENT FOR K9 BUILDING		1,300.00
BELLEVUE PRINTING COMPANY	EVIDENCE RECEIPTS		450.00

MINUTE RECORD

CLAIMS FOR APRIL 2, 2024

POLICE (CONT'D)		
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE	1,109.63
BRYAN MERCER	REIMB VEST-MERCER	279.49
COLLISION FORENSIC SOLUTIONS	LEICA MAP360 STANDARD RENEWAL	465.50
COX BUSINESS SERVICES	2024/03/31M MONTHLY SERVICE	276.99
DOUGLAS COUNTY SHERIFF OFFICE	FORENSIC FEES	175.00
GALLO PROFESSIONAL POLYGRAPH SERVICES, LLC	POLYGRAPH SERVICE	1,200.00
GREAT PLAINS UNIFORMS	BALLISTIC VESTS, UNIFORM ITEMS	3,049.50
JACKSON SERVICES, INC	DOOR MAT SERVICE-POLICE	89.79
KEN CLARY	REIMB PER DIEM, PARKING FOR STATE OF THE UNION	100.50
METROPOLITAN UTILITIES DIST	2024/01/06-03/06 MONTHLY SERVICE	147.03
SAFARILAND, LLC	BLOOD COLLECTION KITS	341.32
SECURITY EQUIPMENT INC	GARAGE READER	1,789.00
THOMSON REUTERS - WEST	ONLINE SOFTWARE SUBSCRIPTION	220.00
T-MOBILE USA, INC	TIMING ADVANCE	25.00
TRI-TECH FORENSICS, INC	MEDICAL SUPPLIES FOR KLR BIKES	1,829.52
UNIVERSITY OF NEBRASKA MEDICAL	TOXICOLOGY TESTING	1,356.00
VERIZON WIRELESS	SUBPEONA FEE	100.00
		$ 16,894.17

FIRE & RESCUE		
AIRGAS USA, LLC	OXYGEN	509.23
AUTO BODY AUTHORITY	DUMPSTER TOWING, REPAIR MEDIC 15	3,414.57
BLACK HILLS ENERGY	2024/02/01-03/04 MONTHLY SERVICE	1,134.00
BODY BASICS FITNESS EQUIPMENT	WORK OUT EQUIPMENT REPAIRS	2,164.00
BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	326.97
CATHERINE CHRISTENSEN	AMBULANCE REIMBURSEMENT CHRISTENSEN	100.49
COX BUSINESS SERVICES	2024/03/31M MONTHLY SERVICE	214.78
GREAT PLAINS UNIFORMS	UNIFORM PANTS-ROGERS	597.85
HEARTLAND PNEUMATIC	REROUTE COMPRESSED AIR LINE	645.50
HORWATH LAUNDRY EQUIPMENT	DRYER REPAIR	256.05
INTERSTATE POWER SYSTEMS, INC	GENERATOR REPAIRS & MAINTENANCE	1,619.25
LARRY W BUMPUS	AMBULANCE REIMBURSEMENT BUMPUS	78.24
MARCO TECHNOLOGIES, LLC	2024/02/27-04/01 COPIER EXPENSE	178.54
McKESSON MEDICAL-SURGICAL GOVT	MEDICAL SUPPLIES	390.82
METROPOLITAN UTILITIES DIST	2024/02/06-03/11 MONTHLY SERVICE	4,242.29
NAOMI NORTON	AMBULANCE REIMBURSEMENT NORTON	99.45
SAPP BROS PETROLEUM	PROPANE-TRAINING CTR	370.43
STERICYCLE, INC	DOCUMENT SHREDDING	144.00
STRYKER SALES CORPORATION	STABILIZATION STRAPS	326.14
UNITED HEALTH INSURANCECOMPANY	REFUND L PINEDA	395.50
		$ 17,208.10

NON-DEPARTMENTAL-CONTRACTS		
ABBY HIGHLAND	2024/02/29M CDBG EXPENSES	1,325.00
AMERICAN NATIONAL BANK	2024/02/29M ACCT 1000 ANALYSIS CHG	590.15
CENTURY LINK	2024/02/04-03/31 MONTHLY SERVICE	926.71
COX BUSINESS SERVICES	2024/03/31M MONTHLY SERVICE	281.98
HEARTLAND MARKETING & COMMUNICATIONS, INC	SOCIAL MEDIA CAMPAIGN	2,918.50
NE-DEPARTMENT OF REVENUE	2024/02/29M SALES TAX	47.26
PM AM CORPORATION	2024/02/29M - ALARM FEES INV# 202403009	2,108.00
SARPY COUNTY COURT HOUSE	2024/04/30M ANIMAL CONTROL	17,535.00
		$ 25,732.60

INFORMATION TECHNOLOGY		
DC ELECTRIC/HEARTLAND LIGHTING	REPAIR GATE CONTROLLER	490.00
MOTOROLA SOLUTIONS, INC	BATTERIES	146.00
ONE CALL CONCEPTS	LOCATES FOR IT	11.46
TJ CABLE	2024/02 LOCATES	400.00
		$ 1,047.46

MINUTE RECORD

CLAIMS FOR APRIL 2, 2024

WASTEWATER		
AMERICAN NATIONAL BANK	2024/02/29M ACCT 1034 ANALYSIS CHG	51.30
CENTURY LINK	2024/02/22-04/03 MONTHLY SERVICE	138.32
COX BUSINESS SERVICES	2024/03/04-04/03 MONTHLY SERVICE	220.00
COX BUSINESS SERVICES	2024/03/31M MONTHLY SERVICE	83.39
METROPOLITAN UTILITIES DIST	2024/02/07-03/07 MONTHLY SERVICE	517.80
STERLING COMPUTERS	FORTIGATE HARDWARE, FORTIGUARD THREAT PROTECTION	4,639.72
USA BLUE BOOK	AIR RELEASE VALVES	1,775.92
		$ 7,426.45
COMMUNITY BETTERMENT		
NEBRASKA DEPARTMENT OF REVENUE	RENEW GAMING LICENSE2024-2026	100.00
		$ 100.00
COMMUNITY DEVELOPMENT		
ABBY HIGHLAND	2024/02/29M CDBG EXPENSES	5,937.50
		$ 5,937.50
	TOTAL CLAIMS FOR APRIL 2, 2024	$ 433,366.41
	TOTAL PAYROLL FOR MARCH 15, 2024	$ 1,603,751.05

City of Bellevue Nebraska

Office of the Mayor

Earth Day Proclamation 2024

WHEREAS: April 22 has marked Earth Day each year for over 50 years. At the first event, an estimated 22 million Americans took to the streets, parks, and auditoriums to urge America to come together and clean up its air and water systems. The event inspired a world-wide response that resulted in the passage of landmark environmental laws around the globe and efforts to promote green and sustainable practices in local communities to this day, and

WHEREAS: We recognize that despite decades of environmental progress, momentous challenges remain, including significant loss of biodiversity and climate challenges to the health and well-being of all the inhabitants of the earth. We each play a role in conserving, protecting, and appreciating our natural resources, and

WHEREAS: An educational Earth Day in Bellevue program will be held from 1:30pm – 3:30pm on April 14, 2024, at Bellevue University. Earth Day 2024 includes a call by Earthday.org for a 60% reduction in single-use plastic production by 2040. And we further request the community to increase native plant abundance and reduce the use of pesticides to protect bees, monarchs, and other endangered insects. Action is needed now to ensure a sustainable future for generations to come, and

WHEREAS: On this observance of Earth Day, as your Mayor, I ask you to join me in preserving our natural habitat, reducing plastic consumption, and educating ourselves and others on the pressing environmental issues.

Now Therefore, I Mayor Rusty Hike have the distinct honor of Proclaiming April 14, 2024 Earth Day in Bellevue, NE.

Rusty Hike, Mayor

City of Bellevue Nebraska

Office of the Mayor

Arbor Day

Proclamation 2024

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, ***and***

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, ***and***

WHEREAS Arbor Day is now observed throughout the nation and the world, ***and***

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, ***and***

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, ***and***

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, ***and***

WHEREAS 2024 marks the 152nd Anniversary of Arbor Day, ***and***

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Rusty Hike, Mayor of the City of Bellevue
do hereby proclaim Friday April 26th as **ARBOR DAY** In the City of Bellevue, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, ***and***
FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

CITY OF BELLEVUE NEBRASKA

Rusty Hike Mayor

*8a.
4/2/2024

We Influence The World!

City of Bellevue
Office of the Mayor
1500 Wall St. • Bellevue, Nebraska • 68005 • 402-293-3022

MEMO

To: Council President Paul Cook and Councilmember's

From: Mayor Rusty Hike

Subject: Reappointment to the Tree Board Committee

Date: March 25th, 2024

Please consider the following for reappointment to the Tree Board Committee, they will all serve a four-year term ending April 2028.

Tom Mruz
1010 Virgina Street
Bellevue NE 68005

Nancy Scott
3103 Marlene Lane
Bellevue, NE 68123

Don Preister
4522 Borman St
Bellevue, NE 68157

11a. & 11a.1
4/2/2024

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:

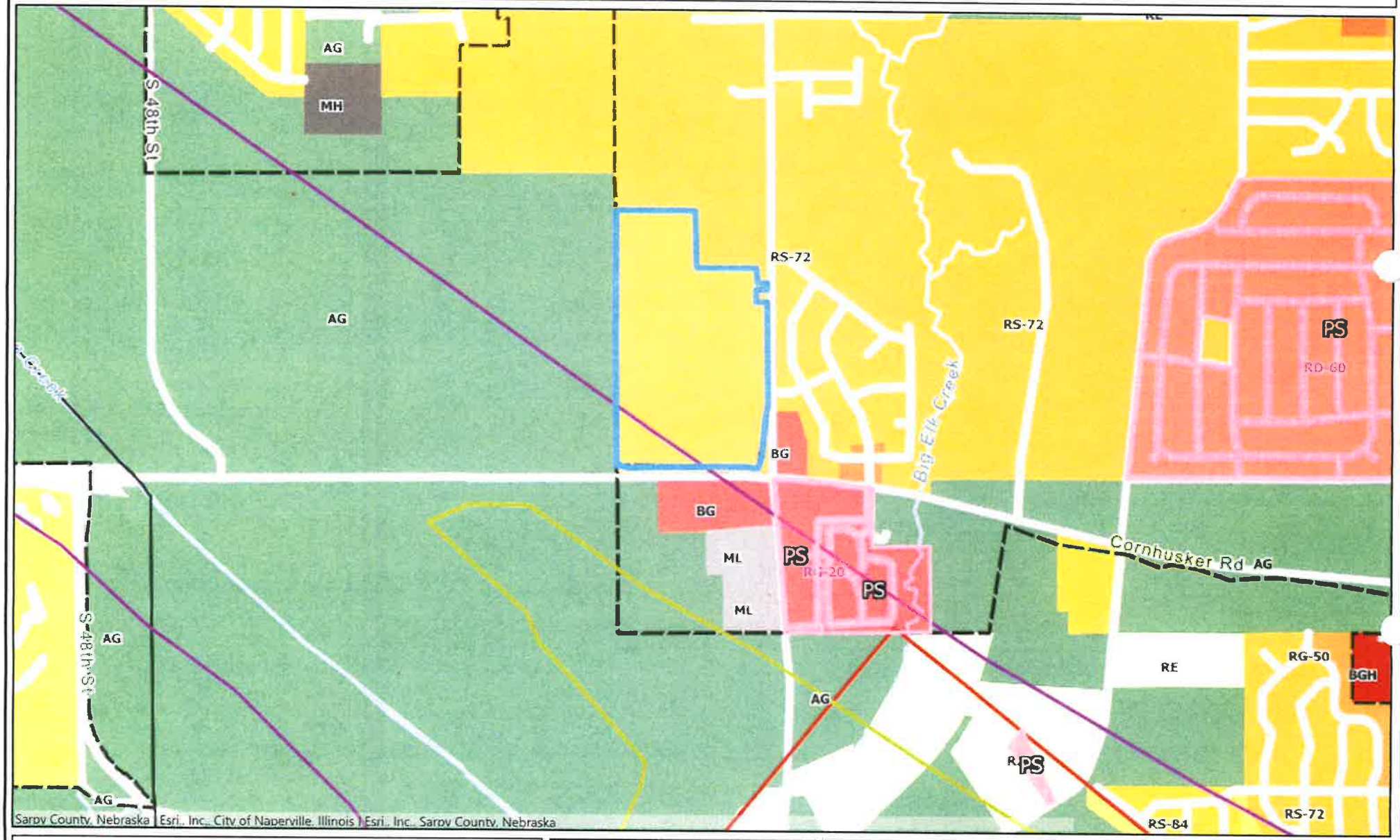
1. Cornhusker Creek, LLC (Tim Tran)
2. Thompson, Dressen & Dorner, Inc. (Doug Kellner)
3. Croker Huck Law Firm (Elizabeth Sevcik)
4. Public Upon Request

Assistant Planning Manager

Planning Director — Date of Report 02/27/24

SARPY COUNTY
NEBRASKA

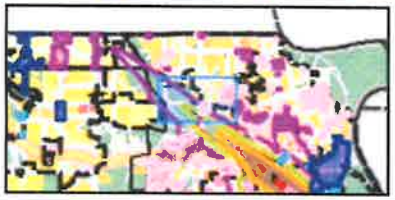
GIS



0 1500 3000 ft

Map Scale 1: 18056

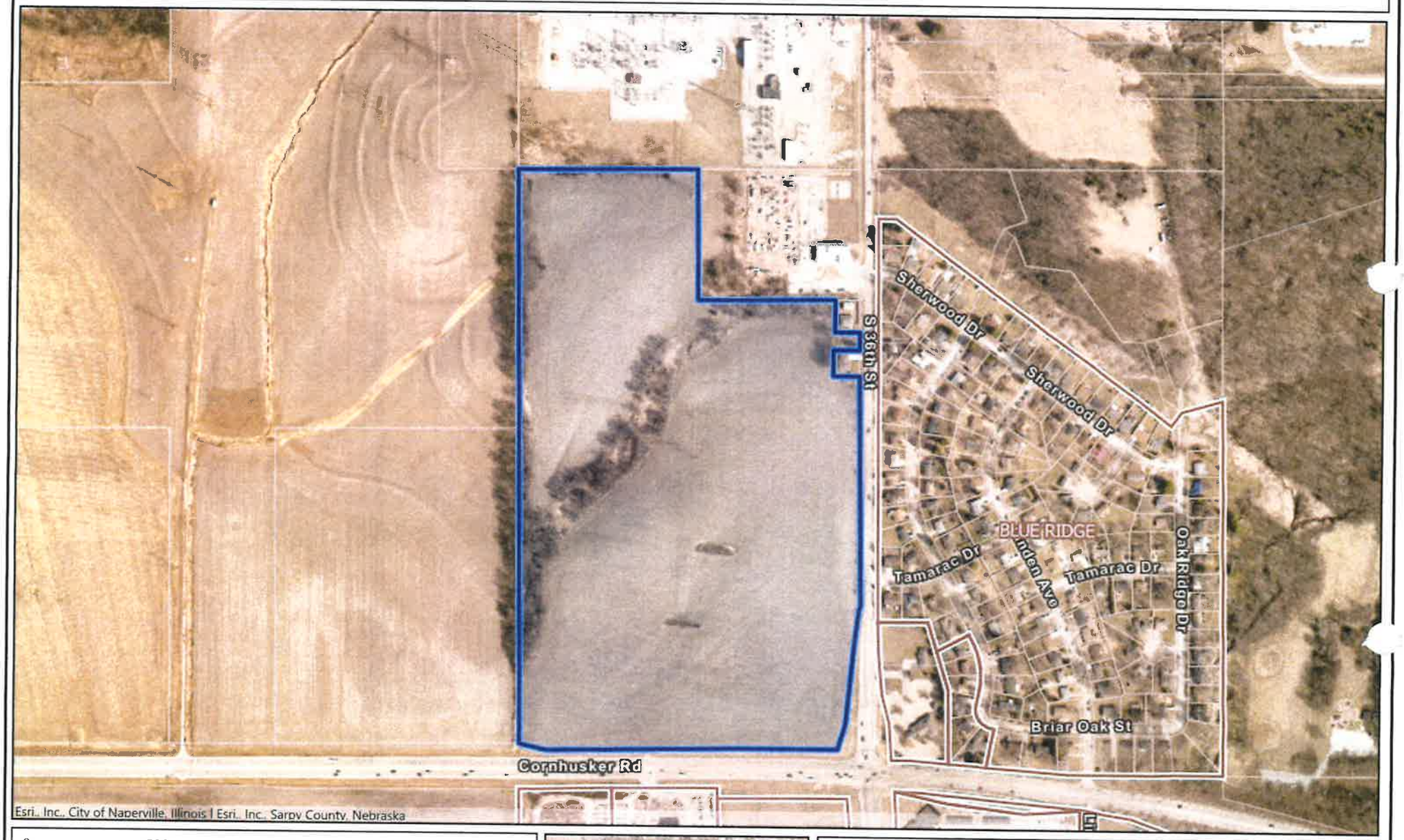
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the source records and information sources to ascertain the usability of the information.



Notes

SARPY COUNTY
NEBRASKA

GIS



0 500 1000 ft

Map Scale 1: 7962

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



Notes

OakNest Homes

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

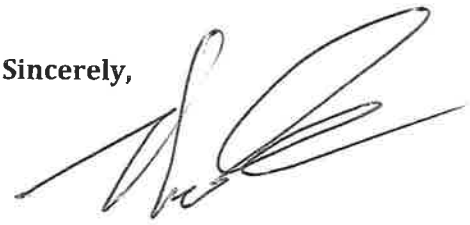
7/14/2023

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

RECEIVED
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

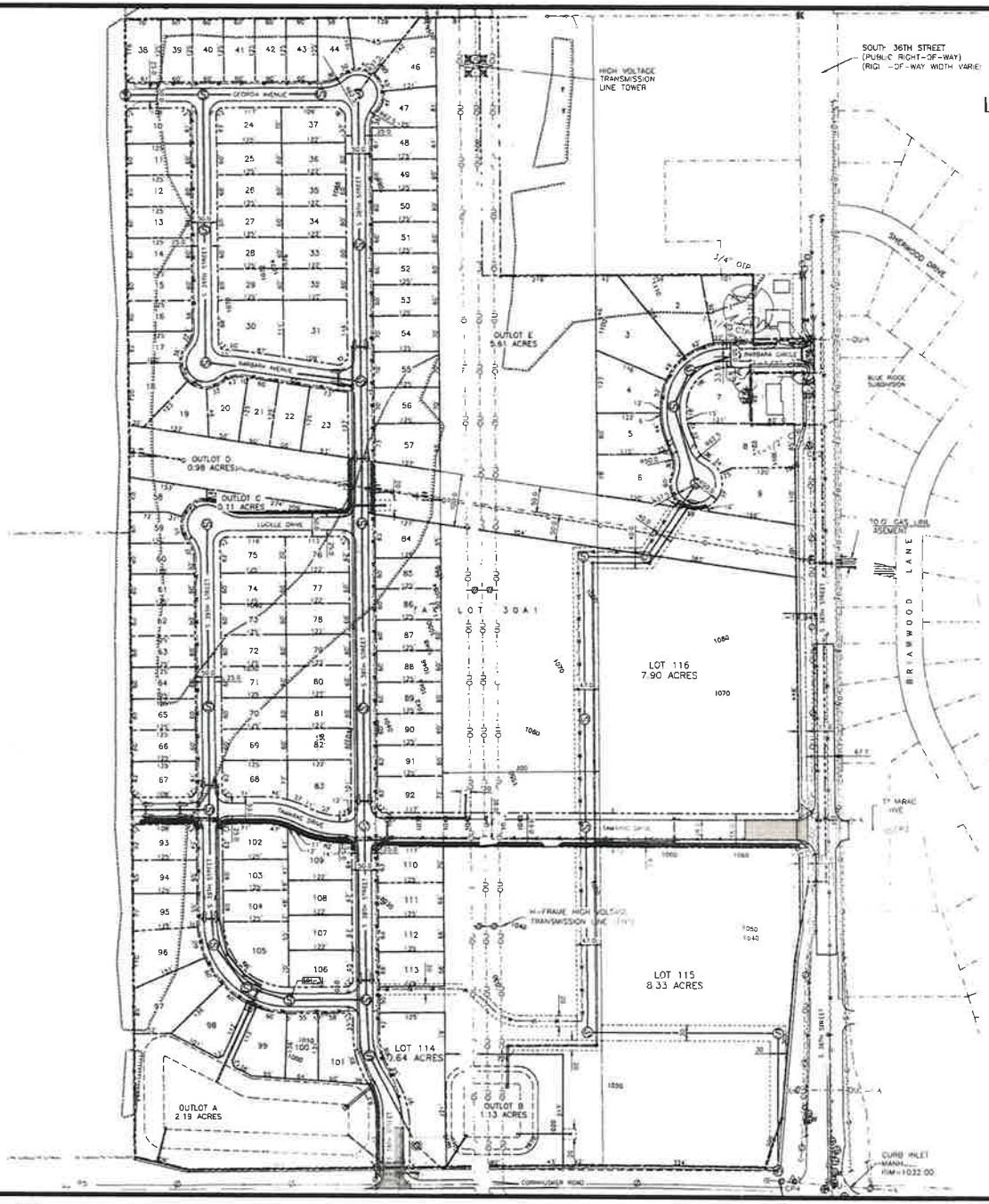
Ryan B. Ruenholl, P.E.
THOMPSON, DREESSEN & DORNER, INC.

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

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Cornhusker Creek

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Cornhusker Creek, LLC

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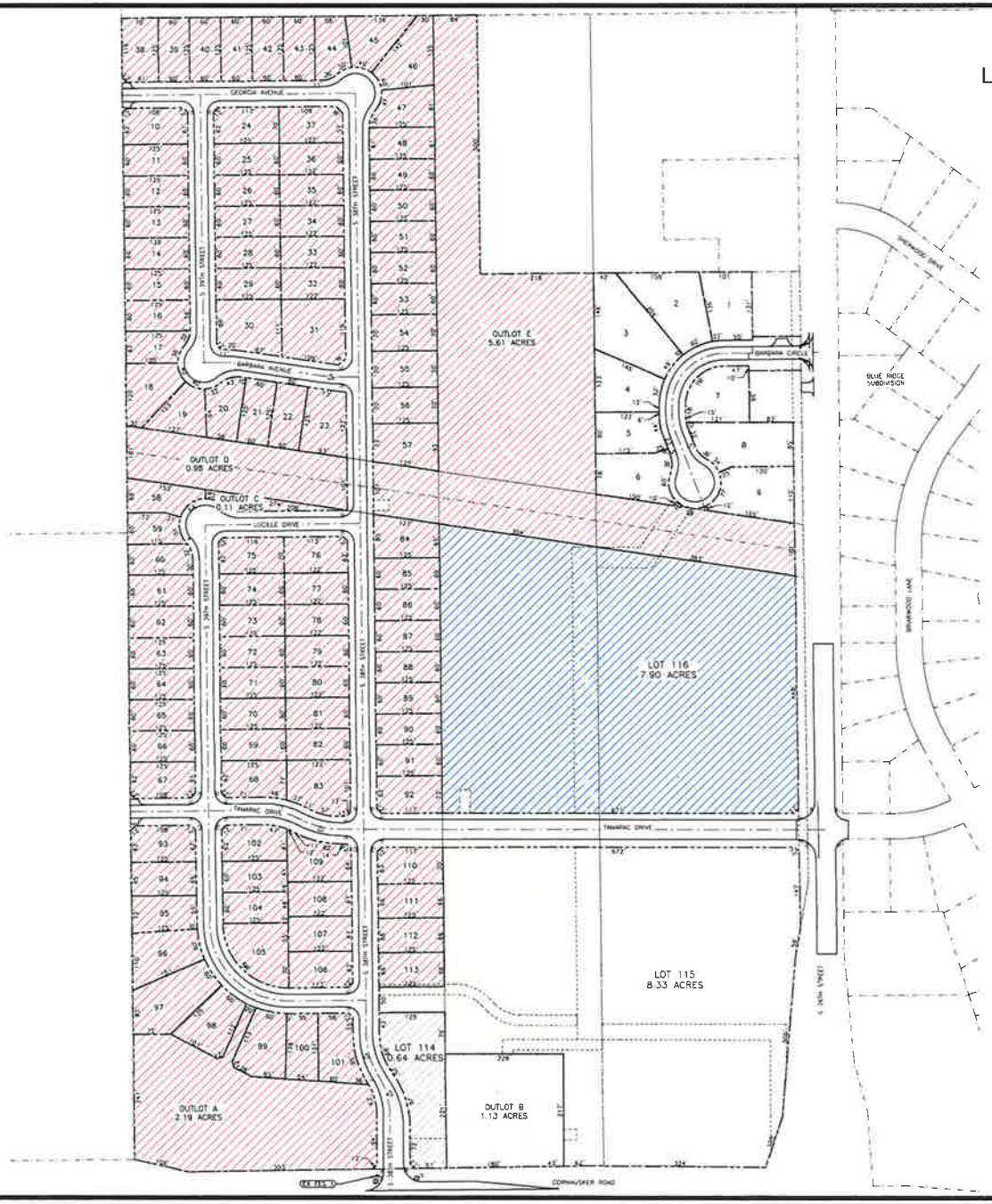
Preliminary Plat

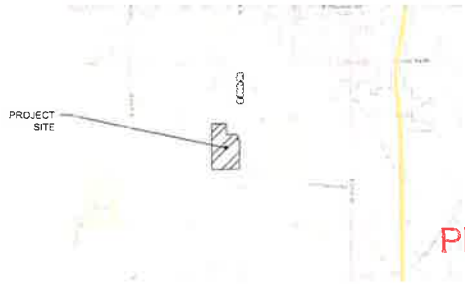
Exhibit A

CORNHUSKER CREEK

LOTS 1 THROUGH 116 AND OUTLOTS A THROUGH E

SARPY COUNTY, NEBRASKA





VICINITY MAP

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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

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Cornhusker Creek

Cornhusker Creek, LLC

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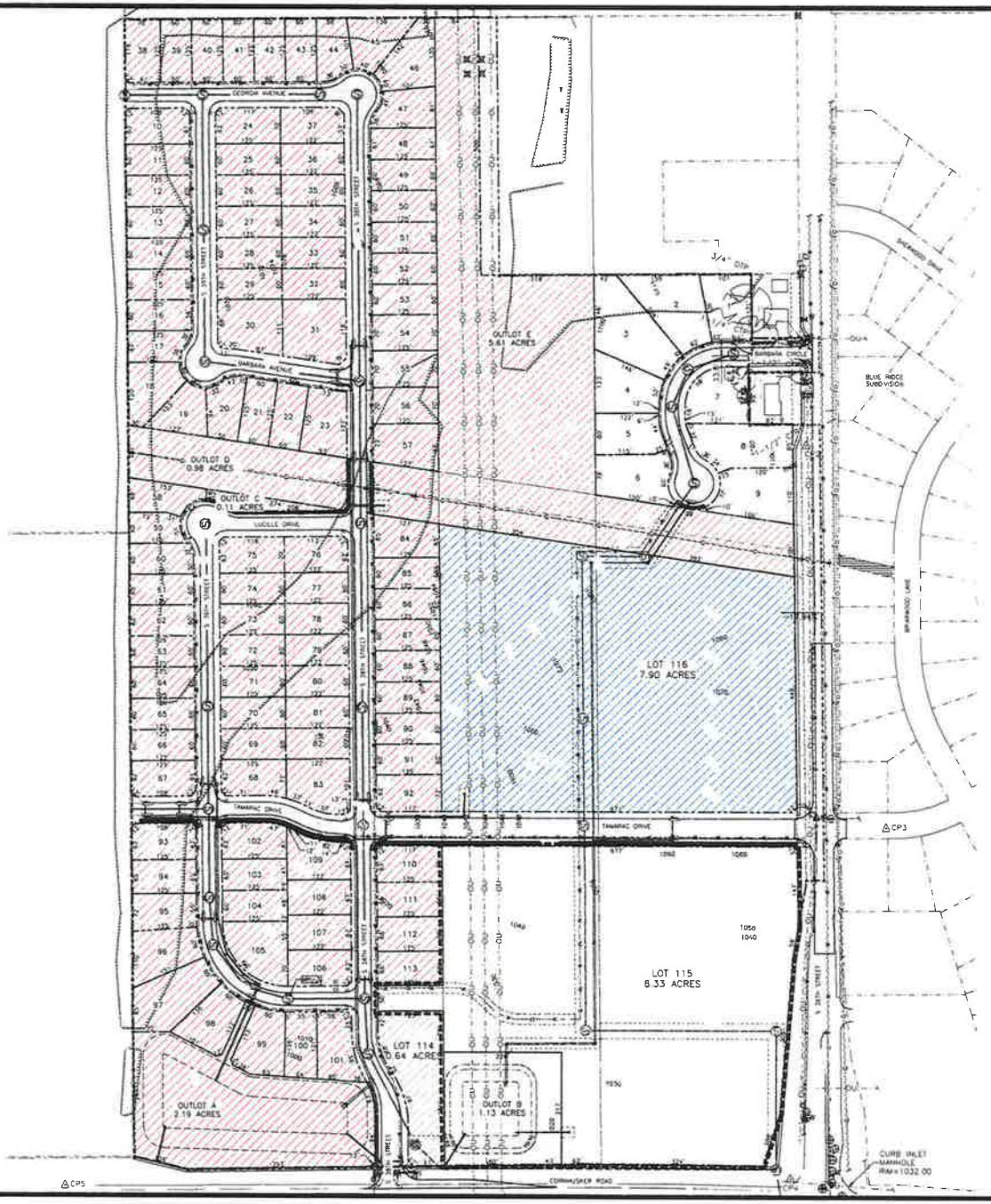
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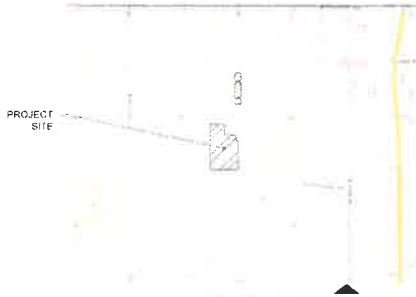
Zoning map

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
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Commercial	BG	1	114	0.64
ROW				8.34
Total		103		57.91

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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%

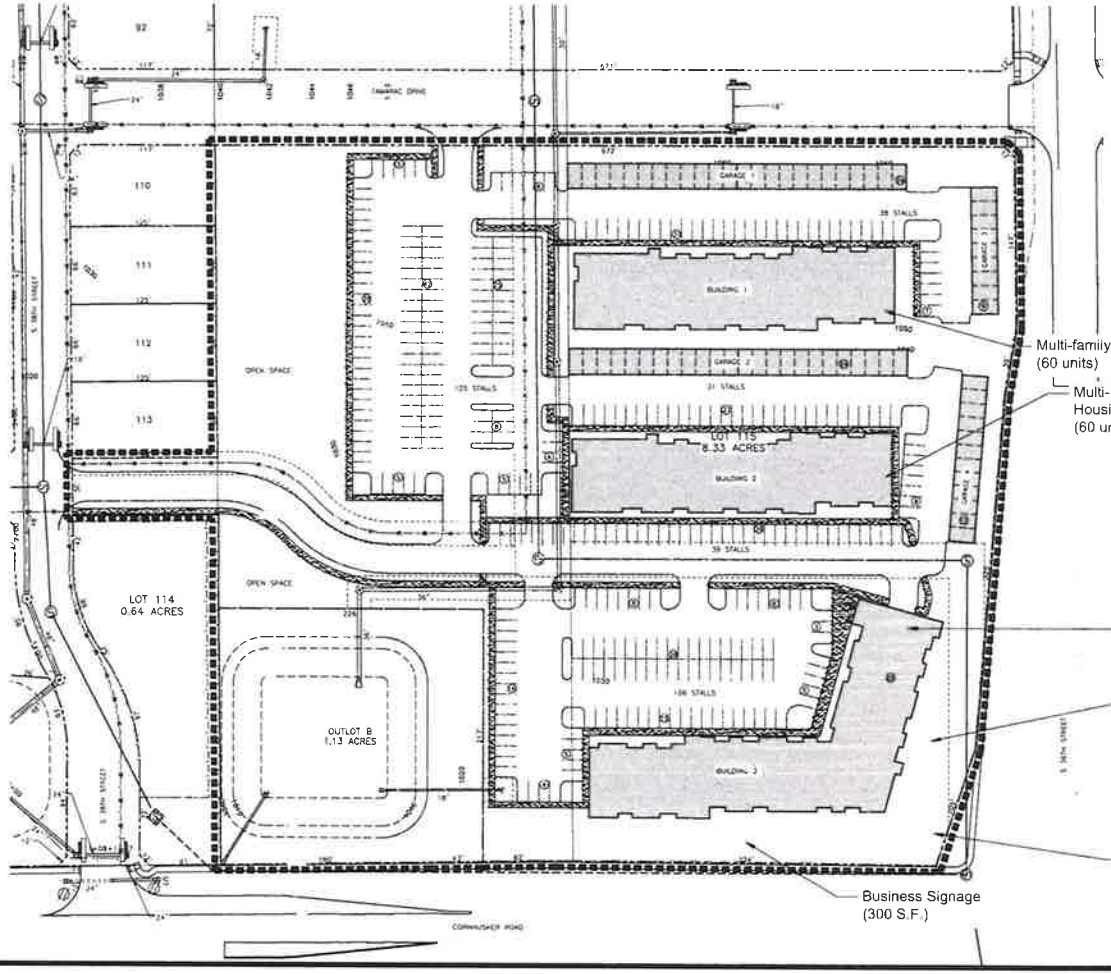
PARKING SUMMARY

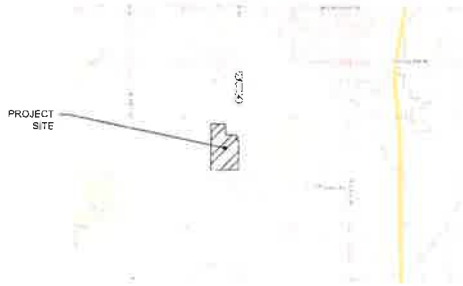
LOT 115 (APARTMENTS)

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.
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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

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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

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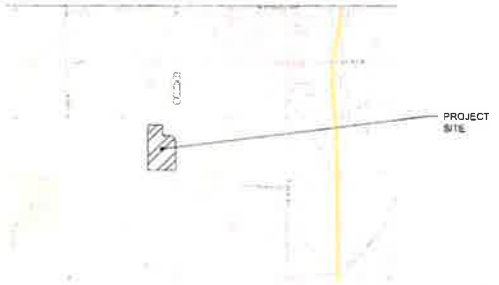
MU Development Plan

Exhibit B

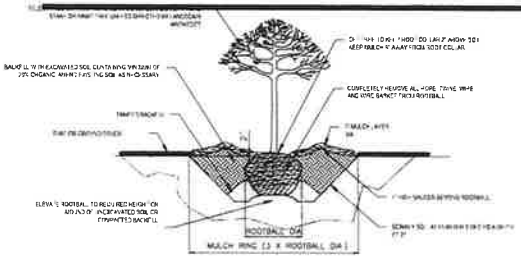
CORNHUSKER CREEK

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

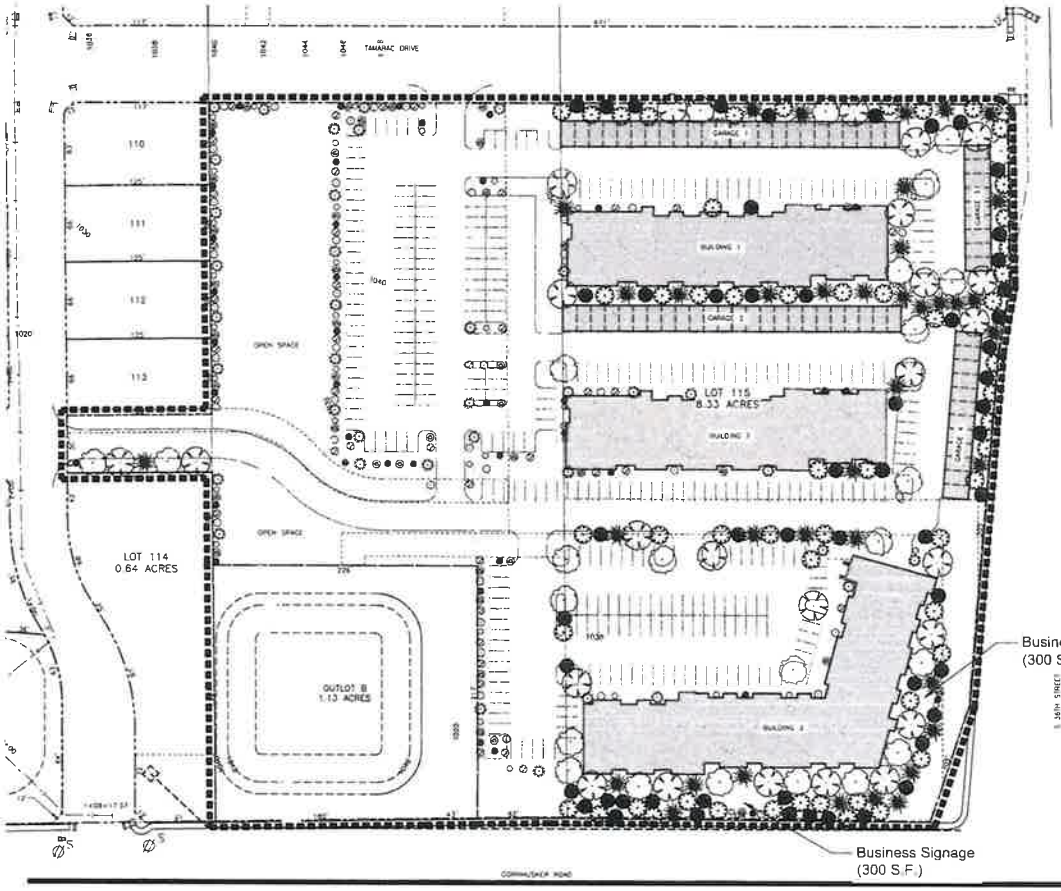
LEGEND

- 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

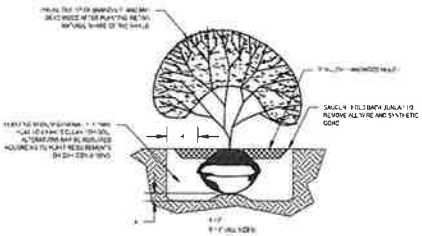


LANDSCAPE TREE SCHEDULE

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

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MU Landscape Plan

Exhibit C

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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:

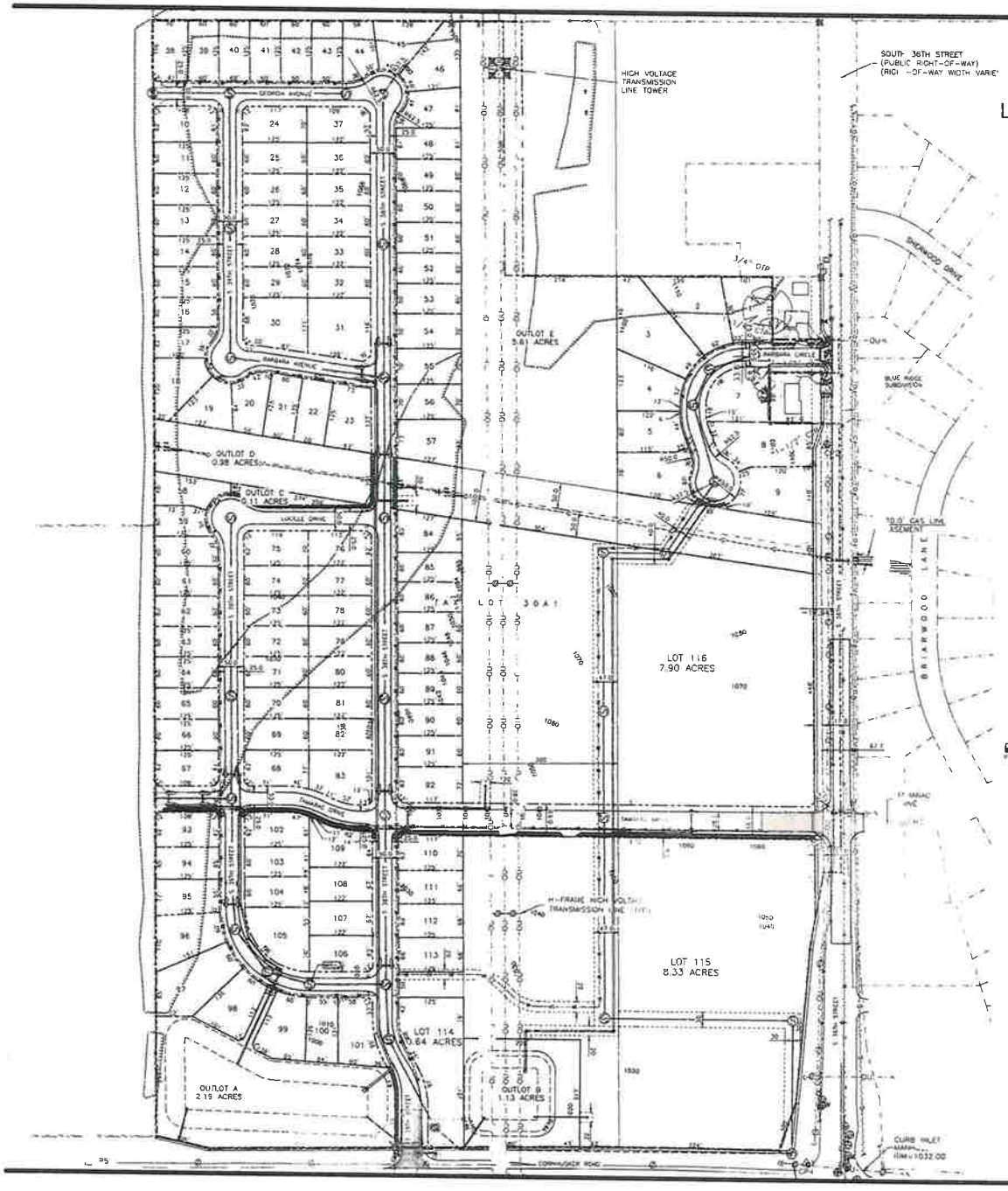
_____
City Attorney

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 AG. PROPOSED ZONING IS R-3 SINGLE FAMILY RESIDENTIAL. LOTS 1 THROUGH 116 AND OUTLOTS A THROUGH E ARE PROPOSED TO BE PLATTED AS CORNHUSKER CREEK, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA.
2. EXISTING AND PROPOSED UTILITIES ARE SHOWN AS AT PRESENT KNOWN AND NOT ALL MAY BE ENCOUNTERED IN THE IMPROVEMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION AND TO PROTECT ALL UTILITIES FROM DAMAGE.
3. PUBLIC STREET RIGHT-OF-WAY SHALL BE DEDICATED WITH THIS PLAT.
4. 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.
5. NO DIRECT ACCESS TO SOUTH 36TH STREET OR CORNHUSKER ROAD SHALL BE PERMITTED BY ANY LOTS OR OUTLOTS
6. OUTLOTS A & B WILL PROVIDE SEWER AND DRAINAGE SERVICE FOR THE DEVELOPMENT AND WILL BE OWNED AND MAINTAINED BY S.I.D.
7. 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
- FREE DROP 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
- 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

RECEIVED
FEB 2 3 2024
PLANNING DEPT.

Cornhusker Creek, LLC

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

No.	Description	MM-DD-Y

Drawn By: RBR Reviewed By: DEK
Job No.: 2283-103 Date: 2-23-24

Preliminary Plat

Exhibit A

12a.
4/2/2024

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

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: _____

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.

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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: _____

Shirley Harbin

From: Brian Hanson <bri-han@cox.net>
Sent: Tuesday, April 2, 2024 4:01 PM
To: Shirley Harbin
Subject: Fwd: [EXT] Public Testimony for City Council Meeting on 4/2/24

Sent from my iPhone

Begin forwarded message:

> **From:** Brian Hanson <bri-han@cox.net>
> **Date:** April 2, 2024 at 15:48:07 CDT
> **To:** susan.kluthe@bellevue.net, City Administrator Jim Ristow <jim.ristow@bellevue.net>
> **Subject: Public Testimony for City Council Meeting on 4/2/24**
>
> Reference 4/2/24 City Council Agenda item 12a, I'm submitting this email as my public testimony regarding Ordinance 4152. I am physically unable to attend tonight's meeting and wish it to be included in the minutes.
>
> Often there are larger commercial vehicles parked on residential driveways. I would suggest that verbiage be added to specifically prohibit semi truck tractors, commercial trailers, tow trucks and other types of equipment like this from residential driveways, parking areas on residential properties and residential streets.
>
> Thank you for listening and for your consideration.
>
> Brian A. Hanson
> 2704 Georgia Ave
> Bellevue NE 68147-2461

> Sent from my iPhone

RECEIVED
APR 02 2024
CITY CLERK

14a.
4/2/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/02/2024	SUBMITTED BY: Susan Kluthe, City Clerk				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☑	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival Event on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; on Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m.; and Sunday, June 9, 2024 from 12:00 p.m. to 5:00 p.m. at American Heroes Park, Bellevue.

SYNPOSIS/BACKGROUND:

The "Bellevue Rocks Riverfront Festival" is an event held by the Bellevue Community Foundation which will be held at American Heroes Park. The event will be held on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 5:00 p.m. at American Heroes Park, Bellevue

FISCAL IMPACT: $50 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend approval of event application from Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 5:00 p.m. at American Heroes Park, Bellevue

ATTACHMENTS:

1.	Application for Event License	2.	Comments from PD, Streets, & Parks	3.	
4.		5.		6.	

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

City of Bellevue
Office of the City Clerk
1500 Wall Street • Bellevue, Nebraska 68005
(402) 293-3007

APPLICATION FOR EVENT LICENSE

The undersigned hereby makes application to conduct or operate a carnival, show, temporary amusement park, or music concert in the City of Bellevue, Nebraska, under the provisions of City Code Sections 5-36 thru 5-40, and hereby submits the following facts in support thereof:

Organization Name: Midlands Community Foundation/Bellevue Community Foundation Date: June 6 - 9, 2024

Contact Person Information for Organization:

Name: Phil Davidson Phone: 402-659-1380 Email: bellevuecommunityfoundation @gmail.com

Address: P.O. Box 254 City: Bellevue State: NE Zip: 68005

Event Information:

Event Name: Bellevue Rocks Riverfront Festival

Location of Event/Alternate Location:
American Heroes Park

Dates of Event: June 6-9, 2024 Alternate Dates: _____ Hours of Event: June 6-8 - 4pm to 1:00am June 9 - 12 pm to 5 pm

What Provisions, if applicable, have been made for the following:

1. Sanitary Facilities: Porta Potties
2. Running Water: Portable Tanks
3. Power: Rented Generators
4. Parking: On-site, Haworth, Olde Towne with transportation
5. Insurance: Yes

(Please provide Certificate of Insurance Naming City of Bellevue as Additional Insured)

Please address any specific requests of the Police/Parks/Streets Departments on the 2nd page.

I guarantee to the City of Bellevue that the premises will be cleaned and inspected following the above listed event on the day(s) indicated and, after inspection by the City, we will meet any additional responsible requests of the City of Bellevue as to the cleaning of the premises. For equal opportunity enjoyment for all individuals, I guarantee that all events will meet the legal requirements outlined in the American with Disabilities Act (ADA) and its amendments to prevent discrimination and enable individuals with disabilities to participate fully in all aspects of the event. **I understand the $50.00 event fee is a NON-REFUNDABLE APPLICATION FEE.**

Signature of Applicant: _____

Police Department Requests:

Parks Department Requests:

Street Department Requests:

Special Request:

FOR CITY OFFICE USE ONLY:

Notice of Hearing published in a legal newspaper on 3/27/24.
City Council hearing date: 4/2/24
License Fee of $50 paid on: _____ **Receipt #:** _____

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
Office of the City Clerk
1500 Wall Street
Bellevue, Nebraska
68005
(402) 293-3007

☐ Police Department
- ☐ Sgt. Larry Lampman
- ☐ Capt. Kurt Stroeher

☐ Parks Department
- ☐ Jim Shada
- ☐ Mark Blackburn

☒ Streets Department
- ☒ Bobby Riggs

☐ Public Works Department
- ☐ Dave Goedeken

FROM: Susan Kluthe

DATE: 3/27/2024

SUBJECT: Recommend approval of Event Application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; on Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 5:00 p.m. at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by March 27, 2024 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

☐ Comments ☐ No Comments

NO COMMENTS CONCERNS
(*) STREETS WILL ASSIST PD WITH SIGNAGE AND BARRICADING

Signature or Fill in Your Name

Date 3/27/24

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
Office of the City Clerk
1500 Wall Street
Bellevue, Nebraska
68005
(402) 293-3007

☒ Police Department
- ☐ Sgt. Larry Lampman
- ☒ Capt. Kurt Stroeher

☐ Parks Department
- ☐ Jim Shada
- ☐ Mark Blackburn

☐ Streets Department
- ☐ Bobby Riggs

☐ Public Works Department
- ☐ Dave Goedeken

FROM: Susan Kluthe

DATE: 3/27/2024

SUBJECT: Recommend approval of Event Application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; on Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 5:00 p.m. at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by March 27, 2024 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

☐ Comments ☒ No Comments

No comments or concerns from Police.

Cpt. K. Stroeher #171
Signature or Fill in Your Name

3-27-24
Date

CITY OF BELLEVUE
EVENT LICENSE REVIEW FORM

City of Bellevue
Office of the City Clerk
1500 Wall Street
Bellevue, Nebraska
68005
(402) 293-3007

☐ Police Department
- ☐ Sgt. Larry Lampman
- ☐ Capt. Kurt Stroeher

☐ Parks Department
- ☐ Jim Shada
- ☐ Mark Blackburn

☐ Streets Department
- ☐ Bobby Riggs

☐ Public Works Department
- ■ Dave Goedeken

FROM: Susan Kluthe

DATE: 3/27/2024

SUBJECT: Recommend approval of Event Application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; on Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 5:00 p.m. at American Heroes Park, Bellevue.

Please make comments on the above request and return to Susan Kluthe, by March 27, 2024 . I can be reached at (402) 293-3007 or susan.kluthe@bellevue.net if there are any questions concerning the above. If you fail to make comment or return this form by the deadline date, the City Clerk's Office will assume you have no position in this matter, and will therefore proceed accordingly. Thank you!

☐ Comments ■ No Comments

David Goedeken
Signature or Fill in Your Name

Date 3/29/24

14a.1
4/2/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/02/2024	SUBMITTED BY: Susan Kluthe, City Clerk				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☑	ORDINANCE	☐	PUBLIC HEARING	☑
RESOLUTION	☐	CURRENT BUSINESS	☐	OTHER	☐

SUBJECT:

Recommend approval of a Special Designated Liquor License for Midlands Community Foundation/Bellevue Community Foundation

SYNPOSIS/BACKGROUND:

The Bellevue Community Foundation would like to be able to sell beer and distilled spirits for Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m.; on Friday; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m.; on Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m.; and on Sunday, June 9, 2024 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue. SDL applications are turned in directly to the City Clerk's Office. Application is reviewed by the Police, submitted to the City Council for review and recommendation, and then forwarded to the Nebraska Liquor Control Commission for issuance (if there are no issues).

FISCAL IMPACT: $160.00 BUDGETED FUNDS?: NO GRANT/MATCHING FUNDS?: \0

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

RECOMMENDATION:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a · · Special Designated Liquor License (SDL)application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; on Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

ATTACHMENTS:

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

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

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

Special Designated License
Local Recommendation (Form 200)
Applications must be entered on the portal after local approval – no exceptions
Late applications are non-refundable and will be rejected

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

P.O. Box 254
Retail Liquor License Address or Non-Profit Business Address

51-0191738
Retail License Number or Non-Profit Federal ID #

Consecutive Dates only						
Event Date(s):	6/06/2024	6/07/2024	6/08/2024	6/09/2024		
Event Start Time(s):	4:00 PM	4:00 PM	4:00 PM	12:00 PM		
Event End Time(s):	1:00 AM	1:00 AM	1:00 AM	6:00 PM		

Alternate Date: None

Alternate Location Building & Address: None

Event Building Name: American Heroes Park

Event Street Address/City: 2500 Payne Drive, Bellevue, NE

Indoor area to be licensed in length & width: ____ X ____

Outdoor area to be licensed in length & width: 400 X 500 **(Diagram Form #109 must be attached)**

Type of Event: Community Festival **Estimate # of attendees:** 30,000

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

Event Contact Name: Phil Davidson **Event Contact Phone Number:** 402-659-1380

Event Contact Email: bellevuecommunityfoundation@gmail.com

***Signature Authorized Representative:** _____ **Printed Name** Phil Davidson

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

***Retail licensee – Must be signed by a member listed on permanent license**
***Non-Profit Organization – Must be signed by a Corporate Officer**

Local Governing Body completes below:

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

_____ _____
Local Governing Body Authorized Signature **Date**

APPLICATION FOR SPECIAL DESIGNATED LICENSE
Non-Profit Applicants ONLY

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

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

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

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

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

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

Midwest Community Foundation
NAME OF CORPORATION

51-0191738
FEDERAL ID NUMBER

SIGNATURE OF TITLE OF CORPORATE OFFICERS

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

SUBSCRIBED IN MY PRESENCE AND SWORN TO BEFORE ME THIS 21st DAY OF March 2024.

GENERAL NOTARY - State of Nebraska
SUSAN KLUTHE
My Comm. Exp. August 19, 2024

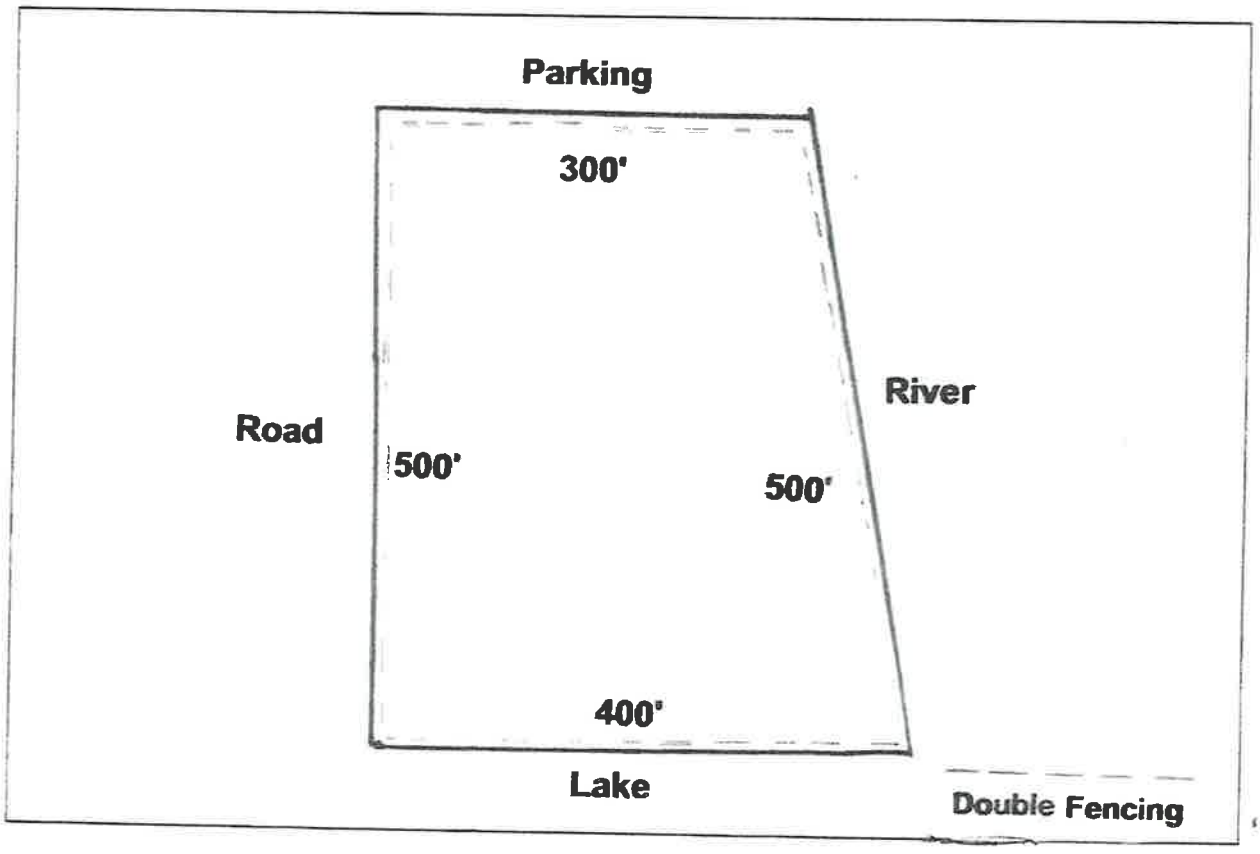
Susan Kluthe
NOTARY PUBLIC SIGNATURE & SEAL

OUTDOOR AREA DIAGRAM

HOW AREA WILL BE PATROLLED Bellevue Police Department

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

DIAGRAM OF PROPOSED AREA:



Bellevue NEBRASKA
We Influence The World!

City of Bellevue
Office of the City Clerk
1500 Wall Street • Bellevue, Nebraska 68005
(402) 293-3007

SPECIAL DESIGNATED LIQUOR LICENSE POLICE REPORT

Date Emailed: March 25, 2024 Due to City Clerk By: March 27, 2024

Retail Liquor License Name: Midwest Community Foundation (Bellevue Community Foundation)

Retail Liquor License Address: P.O.Box 254 t City: Bellevue State: NE Zip: 68005

Event Building Name: American Heroes Park Event Contact Name: Phil Davidson

Phone: 402-659-1380 Email: bellevuecommunityfoundation@gmail.com

Location/Address: 2500 Payne Drive City: Bellevue State: NE Zip: 68005

Date/Dates: June 6 - 9, 2024 Alternate Dates: N/A

Event Time: June 6-8 4pm - 1:00am & June 9 12pm-6pm Alternate Time: N/A Type of Event: Festival

Requested Action:

Recommend to the Nebraska Liquor Control Commission (NLCC) the approval of a the Special Designated Liquor License (SDL)application from Midlands Community Foundation/Bellevue Community Foundation for the Bellevue Rocks Riverfront Festival on Thursday, June 6, 2024 from 4:00 p.m. to 1:00 a.m. on Friday, June 7, 2024; Friday, June 7, 2024 from 4:00 p.m. to 1:00 a.m. on Saturday, June 8, 2024; on Saturday, June 8, 2024 from 4:00 p.m. to 1:00 a.m. on Sunday June 9, 2024; and Sunday, June 9, 2024 from 12:00 p.m. to 6:00 p.m. at American Heroes Park, Bellevue.

Comments:

No Comment:

Print Name: Cpt. K. Stroeher #171 Date: 3-26-24

Signature:

****

FOR OFFICE USE ONLY:

APPROVED ☐ DENIED ☐ BY: DATE:

16a.
4/2/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 2, 2024			SUBMITTED BY: David Goedeken- Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Build a retaining wall at the Reed Community Center

SYNOPSIS/BACKGROUND:

Build a retaining wall on the east side of the Reed Community Center property. There were two bids for this project. The lowest responsible bidder was Best Cut Lawn Care, Inc. at $45,305.00 and the other bid was Alden-Parks enterprises at $45,368.00.

FISCAL IMPACT:: $45,305.00 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES 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: CIPPK24(02)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

Approve the bid from Best Cut Lawn Care, Inc. to build the retaining wall for the Reed Community Center in the amount not to exceed $45,305.00.

ATTACHMENTS:

1. MEMO-Jim Shada
2. Estimates
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
Parks Department
8201 South 42nd St. • Bellevue, Nebraska • 68147 • 402-293-3122

MEMO

To: Dave Goedeken
Public Works Director

From: Jim Shada
Subject: Reed Center Retaining Wall – Bids
Date: March 19, 2024

We have received two bids to construct a retaining wall on the east side of the Reed Community Center property.
Best Cut Lawn Care, Inc. - $45,305.00
Alden – Parks Enterprises - $45,368.00
I would like your approval to award the Bid of best Cut Lawn Care, Inc.
We will take it out of the CIPPK – 24 (2) projects.

Thank you,

Dave Goedeken
Public Works Director

Bellevue NEBRASKA
We Influence The World!

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

MEMO

To: Dave Goedeken
Public Works Director

From: Jim Shada
Subject: Reed Center Retaining Wall – Bids
Date: March 19, 2024

We have received two bids to construct a retaining wall on the east side of the Reed Community Center property.
Best Cut Lawn Care, Inc. - $45,305.00
Alden – Parks Enterprises - $45,368.00
I would like your approval to award the Bid of best Cut Lawn Care, Inc.
We will take it out of the CIPPK – 24 (2) projects.

Thank you,

Dave Goedeken
Public Works Director

ESTIMATE

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

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

Mark Blackburn Bellevue

Bill to
Mark Blackburn
Mark Blackburn Bellevue

Ship to
Mark Blackburn
Mark Blackburn Bellevue

Estimate details
Estimate no.: 1005
Estimate date: 12/17/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		**Retaining Wall** Retaining wall Reed Center 4.5 feet tall and 185 feet long 850 sqft Vertica Block drain tile and caps		850	$31.00	$26,350.00
2.		**Concrete** saw cut demo sidewalk 780 sqft haul away		780	$2.75	$2,145.00
3.		**Concrete** Concrete saw cut curb and gutter 195 ft		195	$30.00	$5,850.00
4.		**Concrete** Concrete prep and pour sidewalk at 5 inches thick 6ft wide		1170	$6.00	$7,020.00
5.		**Concrete** Concrete prep and pour curb and gutter 197 ft		197	$20.00	$3,940.00
			Total			**$45,305.00**

Alden-Parks Enterprises

Quotation
Revised

Quotation # 17018-2
Date: 02/27/2024
Customer Name: Jim Shada
Job Address: Reed Center
1200 Lord Blvd.
Bellevue, Nebraska 68005 Phone: (402) 293- 3142

Retaining Wall

Retaining Wall-Diamond Pro Block

1. Contractor will contact Nebraska One-Call for utility locations. Remove and dispose of the excess dirt located west of the sidewalk located along Lord Blvd. at the address listed above. Excavate west of the sidewalk 4 feet and dig the leveling pad 14" deep by 2 feet wide.

2. Install an 8" engineered block retaining wall (color to be determined by the owner) that will run north and south, 2 feet west of the existing sidewalk. The wall will run for 185 feet following 2 feet west of the sidewalk and turn back towards the west on both ends to curl back into the grade. The area on the east side of the wall will be grade level on both ends. The wall height will be 4 feet high stepping down to follow grade to a height of 1 foot at each end.

3. The wall will have a 6" crusher run gravel base and 12" crusher run gravel backfill to insure a wall with outstanding drainage. The wall will be constructed according to the manufacturer's specifications. The wall will be capped and glued with an all-weather premium adhesive. 4" perforated drain tile will be installed behind the wall and set to drain through the wall at grade level to eliminate any hydrostatic pressures every 50 feet. One full block will be buried below grade for a solid foundation. The area behind the wall will be backfilled and hand graded for sod or seed. (The owner is responsible for the seeding or sodding.)

4. Remove and dispose of the 185x4 foot of concrete sidewalk that resides along Lord Blvd. Set grade for a 5" pour. Form and pour the sidewalk with a 7 sack, sand and gravel mixture that will be 185 feet long by 6 feet wide. Sidewalk will be edged and seamed and contain a broom finish. Forms will be pulled the following day and the area between the sidewalk and wall will be sanded.

5. The construction area will be cleaned nightly, and all excess materials will be removed at project's end.

We propose hereby to furnish materials and labor – complete in accordance with above specifications, for the sum of $ 41440.00 plus material sales tax.

(over)

Retaining Wall-Vertica Pro Block

1. Contractor will contact Nebraska One-Call for utility locations. Remove and dispose of the excess dirt located west of the sidewalk located along Lord Blvd. at the address listed above. Excavate west of the sidewalk 5 feet and dig the leveling pad 14" deep by 3 feet wide.

2. Install an 8" engineered long-tail block retaining wall (color to be determined by the owner) that will run north and south, 2 feet west of the existing sidewalk. The wall will run for 185 feet following 2 feet west of the sidewalk and turn back towards the west on both ends to curl back into the grade. The area on the east side of the wall will be grade level on both ends. The wall height will be 4 feet high stepping down to follow grade to a height of 1 foot at each end.

3. The wall will have a 6" crusher run gravel base and 12" crusher run gravel backfill to insure a wall with outstanding drainage. The wall will be constructed according to the manufacturer's specifications. The wall will be capped and glued with an all-weather premium adhesive. 4" perforated drain tile will be installed behind the wall and set to drain through the wall at grade level to eliminate any hydrostatic pressures every 50 feet. One full block will be buried below grade for a solid foundation. The area behind the wall will be backfilled and hand graded for sod or seed. (The owner is responsible for the seeding or sodding.)

4. Remove and dispose of the 185x4 foot of concrete sidewalk that resides along Lord Blvd. Set grade for a 5" pour. Form and pour the sidewalk with a 7 sack, sand and gravel mixture that will be 185 feet long by 6 feet wide. Sidewalk will be edged and seamed and contain a broom finish. Forms will be pulled the following day and the area between the sidewalk and wall will be sanded.

5. The construction area will be cleaned nightly, and all excess materials will be removed at project's end.

We propose hereby to furnish materials and labor – complete in accordance with above specifications, for the sum of $ 45368.00 plus material sales tax.

Quotation valid for 60 days.
Quotation prepared by: Gregg Drelicharz.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.
To accept this quotation, sign here and return:_____,
then please call to schedule a time to start the work.

BBB ACCREDITED BUSINESS

P.O Box 3164
Omaha, NE 68102

Phone: (402) 677- 3399
E-mail: gdrelicharz@Yahoo.com

16b.
4/2/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 2, 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 a Ventrac Tractor 4520 for the Parks Department

SYNOPSIS/BACKGROUND:

Purchase a Ventrac Tractor 4520 to replace the 2011 John Deere mower PA665, that does not work well and will be actioned off.

FISCAL IMPACT:: $50,337.80 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?:

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: COUNTER-PARTY: Ty's Outdoor Power 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: CIPPK24(02)

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

ACCOUNTING DISTRIBUTION CODE: ACCOUNT NUMBER: 10-11-7040

RECOMMENDATION:

Approve the purchase of a Ventrac Tractor 4520 for the Parks Department not to exceed $50,337.80.

ATTACHMENTS:

1.	MEMO	2.	MEMORANDUM	3.	Quote
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: Ventrac Tractor 4520
DATE: March 21, 2024

The Parks Department would like to replace the 2011 John Deere mower PA665 with a Ventrac Tractor 4520. We will put the John Deere mower up for auction.

Ty's Outdoor Power (SourceWell Bid) $50,337.80

We will take it out of the CIPPK-24(2) projects.

Thank you for your consideration!

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: **PA665**

Date: **2-27-2024**

Per my conversation with Mark about PA665 2011 JD1445 mower that does not work well for anything but some snow removal. PA665 is 13 years old and has over 1000 hrs. on it, this does qualify it for the replacement criteria. I looked into the history of repair and usage of this mower, it has had some costly repairs and is starting to get a lot of rust. The biggest issue we are running into is the lack of supporting parts availability.

After discussing with Mark the current and future needs of the Parks department, I would recommend auctioning PA665 while the city can still get some money out of it and use the proceeds to purchase a piece of equipment that is better fit to the Parks department needs.

Thank you,

Todd Jarosz
Fleet Superintendent
City of Bellevue



VENTRAC

4520 TRACTOR



STANDARD FEATURES

- Pre-Wired Plug & Play Wiring Harness
- Premium Comfort Seat
- Advanced Electronic Instrument Panel
- 6 Function Warning Gauge & Alarm
- Conveniently Located PTO Belt Tensioner
- On-board Diagnostic System
- Sealed Electrical System
- Thermostatically Controlled Oil Cooler
- Battery Disconnect Switch with Circuit Breaker
- Automotive Style Parking Brake
- Universal PTO Switch
- S.D.L.A. Operator Controls
- Weight Transfer System*

  *Optional on 4520K, standard on other 4520 Models
- USB Charger

The Ventrac 4520 tractor was built with you in mind. From the advanced electrical system, redesigned frame, more safety and comfort features; the 4520 offers the reliable performance, astounding versatility and comfortable handling you have come to expect.

Like all Ventrac tractors, the 4520 utilizes All Wheel Drive and an articulating chassis with a low center of gravity to provide superior traction, braking, stability, and security on tough terrain and slopes without disturbing turf when turning.

Optional Accessories:

- Turf Tires, Chains
- Category 1 3-Point Hitch
- Cold Weather Cab
- Additional Lighting & Signaling Packages
- Electrical Power Outlets
- Digital Slope Indicator
- Dual Wheel or Wheel Extensions for Slope

Visit www.ventrac.com/accessories for full list.

Over 30 Ventrac Mount Attachments

Choose from over 30 professional grade Ventrac Mount attachments to transform your Ventrac into a productivity powerhouse. This incredibly rugged and dependable machine is a wise business investment for golf courses, schools and universities, parks, street maintenance departments, commercial mowing services, contractors, wineries, farms, property management associations, estate owners and anyone needing one machine to do it all.



VENTRAC

VENTRAC
Your ONE Tractor Solution

Accessories
Dual Wheel Kit



Shown with Turf Tires

SPECIFICATIONS

Stock Code	
All Terrain	70.4067 (1 kit per tractor)
Turf	70.4068 (1 kit per tractor)
Bar	70.4069 (1 kit per tractor)
Weight	80 lbs (36.25 kg) (per axle)
Additional Tractor Width	24 inches (12 inches/tire) (61 cm)

All specifications subject to change without notice or obligation

Note:

(A) Do NOT use dual wheels when using the Ventrac VERSA-Loader.

(B) Engine manufacturers' maximum angle of operation is 25° for continuous use (all directions) and 30° intermittent use*. The 4500P Kawasaki DFI is rated for 30° continuous use.

(C) Do NOT use with Wheel Extensions

* Intermittent use is up to 10 minutes on the slope, then return to level ground before returning to the slope.

Dual Wheels are available for the 4000 series tractors. They are designed to increase stability, traction, and safety on slopes. Dual wheels are also great for reduction of soil compaction on delicate ground. Once the dual hubs have been installed on each wheel, the duals can be quickly mounted and dismounted.*

Duals are recommended for sandy soils or where a broad distribution of tractor weight is desired, including when driving sideways on slopes greater than 20 degrees (not to exceed 30 degrees).

Duals are only one of numerous considerations for safety on slopes; speed, terrain, irregularities, and stopping the unit are other serious factors to consider for safe operation of the tractor.

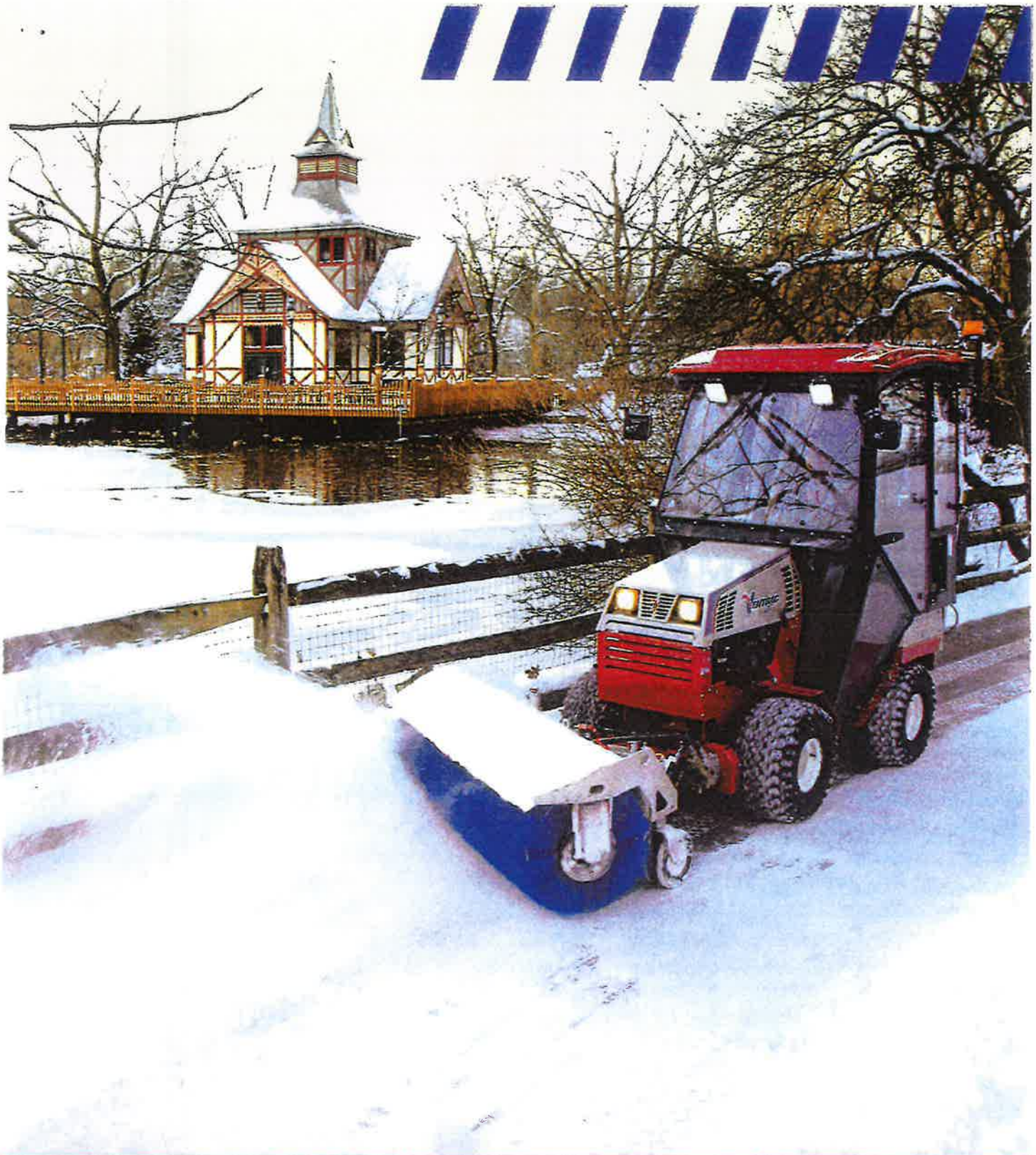
*Recommended tire pressure for dual wheels can be found in the 4500 operator manual and also on the sticker inside of the hood



Shown with Standard Tires

TRACTOR COMPATIBILITY KEY: 4400 4500

VENTRAC
500 Venture Drive
Orrville, OH 44667
1.866.836.8722
Fax: 330.683.0000
www.ventrac.com
info@ventrac.com



VENTRAC

Pricing Quote

Quote #: 81075-1004
Contract #: 031121-TTC

Date Quoted: February 8, 2024
Quote Expires: March 9, 2024

Prepared For:

City Of Bellevue
Mark Blackburn

Prepared By:

TY'S OUTDOOR POWER
Brian Huddleston
21611 Platteview Rd.
Gretna, NE 68028
Phone: 402-305-8898

Customer's Sourcewell Membership ID:

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	Sourcewell	Total
1	4520N (39.51225)	Ventrac Tractor: KN, 4520N Kubota WG972 EFI *Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs*	31,004.00	31,004.00
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	1,481.20	1,481.20
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	400.20	400.20
1	70.4164	Accessory: DUAL FRONT HYD AUX Kit, Dual Front Hyd Aux 4520/4500	570.40	570.40
1	70.4161	Accessory: 12V FRONT Kit, 12V Front 4520/4500	354.20	354.20
1	70.4167	Accessory: SUSPENSION SEAT Kit, Heated Suspension Seat 4520	869.40	869.40
1	47.0452	Accessory: ARM REST Kit, Armrest, Kit Suspension Seat 4500/4520	165.60	165.60
1	KW452 (70.2014)	Accessory: CAB Cab, KW452 for 4500/4520	7,843.00	7,843.00
1	70.2006-4	Accessory: Kit, Mirror	142.60	142.60
1	70.8162	Accessory: Kit, Cab Hazard Lights	473.80	473.80
1	70.8161	Accessory: Kit, Cab Strobe Light	358.80	358.80
1	70.8148	Accessory: Kit, Cab Windshield Washer	234.60	234.60
1	70.2006-6	Accessory: Kit, Defrost Fan	253.00	253.00
1	70.2014-51	Accessory: CAB HEATER KIT 4500/4520 Y&Z Kit, KW452 Heatr Install 4500/4520 N,Y&Z	331.20	331.20
1	KX523 (39.55427)	Attachment: SNOW BLOWER KX, KX523 52" Snowblower	5,561.40	5,561.40
1	70.8025	Accessory: Kit, 12V Actuator, HB/KX/LX	294.40	294.40
			Subtotal	50,337.80

16c.
4/2/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: April 2, 2024			SUBMITTED BY: David Goedeken - Public Works Director		
AGENDA ITEM:		CONSENT AGENDA		SPECIAL PRESENTATION	
LIQUOR LICENSE		ORDINANCE		PUBLIC HEARING	
RESOLUTION		CURRENT BUSINESS	✓	OTHER	

SUBJECT:

Update of ADA Policies and Title VI Nondiscrimination Policies.

SYNOPSIS/BACKGROUND:

Updated ADA Policies and Title VI Nondiscrimination Assurance Policies are required to be eligible to Obtain Federal Grants from the U.S. Department of Transportation under the Federal Highway Administration and the Nebraska Department of Roads. Bellevue is receiving monies for the study of the Fort Crook Road Bridge over the BNSF Railroad and Papio Creek in the vicinity of Capehart Road. the City of Bellevue has adopted ADA and Title VI Policies in approximately 2010, however, we are required to update these policies periodically to stay current with the regulations.

FISCAL IMPACT:: NA BUDGETED FUNDS?: NA GRANT/MATCHING FUNDS?: Na

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION: NA

CONTRACT EFFECTIVE DATE: NA CONTRACT TERM: NA CONTRACT END DATE: NA

PROJECT NAME: Adopt updated ADA and Title VI Policies

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

CIP PROJECT NAME: NA CIP PROJECT NUMBER: NA

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

ACCOUNTING DISTRIBUTION CODE: NA ACCOUNT NUMBER: NA

RECOMMENDATION:

Authorize City Administrator to sign the Updated ADA Policy and the Title VI Nondiscrimination Assurances as the City's Responsible Agency Official.

ATTACHMENTS:

1.	2.	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, Nebraska

Section 504 – Rehabilitation Act of 1973

Americans with Disabilities Act of 1990

POLICY STATEMENT

The City of Bellevue will ensure that no qualified individual shall, solely on the basis of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any of its programs, services, or activities as provided by Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA). The City of Bellevue further ensures that every effort will be made to provide nondiscrimination in all of its programs or activities regardless of the funding source.

An individual with a disability is defined by the ADA as a person who:

- Has a physical or mental impairment that substantially limits one or more major life activities,
- Has a history or record of such an impairment, or
- Is perceived by others as having such an impairment

AUTHORITIES

Section 504 of the Rehabilitation Act of 1973, as amended, provides that "No otherwise qualified individual with a disability in the United States, as defined in section 7(20), shall, solely by reason of her or his disability, be excluded for the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

49 CFR Part 27.13 - Designation of responsible employee and adoption of complaint procedures.

(a) Designation of responsible employee. Each recipient shall designate at least one person to coordinate its efforts to comply with this part.

(b) Adoption of complaint procedures. A recipient shall adopt procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part and 49 CFR parts 37, 38, and 39. The procedures shall meet the following requirements:

(1) The process for filing a complaint, including the name, address, telephone number, and email address of the employee designated under paragraph (a) of this section, must be sufficiently advertised to the public, such as on the recipient's Web site;

(2) The procedures must be accessible to and usable by individuals with disabilities;

(3) The recipient must promptly communicate its response to the complaint allegations, including its reasons for the response, to the complainant by a means that will result in documentation of the response.

49 CFR Part 28.102 - Enforcement of Nondiscrimination on the Basis of Disability in Programs or Activities Conducted by the Department of Transportation.
This part applies to all programs or activities conducted by the Department except for programs and activities conducted outside the United States that do not involve individuals with disabilities in the United States.

28 CFR Part 35 - Nondiscrimination on the Basis of Disability in State and Local Government Services. The purpose of this part is to implement subtitle A of Title II of the Americans with Disabilities Act of 1990 (ADA Amendments Act) which prohibits discrimination on the basis of disability by public entities.

49 CFR Part 27 - Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance.
The purpose of this part is to carry out the intent of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) as amended, to the end that no otherwise qualified individual with a disability in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

49 CFR Part 28-140 - Employment

(a) No qualified individual with disabilities shall, on the basis of disability, be subjected to discrimination in employment under any program or activity conducted by the Department.

(b) The definitions, requirements, and procedures of Section 504 of the Rehabilitation Act of 1973 (29 USC 791), as established by the Equal Employment Opportunity Commission in 29 CFR part 1613, shall apply to employment in federally conducted programs or activities.

29 CFR Part 1614.101 – Federal Sector Equal Employment Opportunity.
It is the policy of the Government of the United States to provide equal opportunity in employment for all persons, to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, disability, or genetic information and to promote the full realization of equal employment opportunity through a continuing affirmative program in each agency.

42 USC Part 12101-12213 - The Americans with Disabilities Act of 1990.
No covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

ADA Coordinator

City Administrator
1500 Wall Street
Bellevue, Nebraska 68005
402-293-3022

SECTION 504/ADA COORDINATOR RESPONSIBILITIES

The City Administrator is designated as the City Section 504/ADA Coordinator. The ADA Coordinator shall be responsible for coordinating the City's efforts to comply with and carry out its responsibilities under the Section 504/ADA including employment matters and receiving any complaints communicated to the ADA Coordinator alleging the City's non-compliance or alleging any action that would be prohibited acts.

SECTION 504/ADA NOTICE TO PUBLIC (sample below)

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the The City of Bellevue will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities.

The City of Bellevue does not discriminate on the basis of disability on the basis of disability in its hiring or employment practices and complies with the ADA Title I employment regulations.

The City of Bellevue will generally, upon request, provide auxiliary aids and services leading to effective communication for qualified people with disabilities, including qualified sign language interpreters, assistive listening devices, documents in Braille, and other ways of making communications accessible to people who have speech, hearing, or vision impairments.

The City of Bellevue will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in The City of Bellevue offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of The City of Bellevue should contact The office of the ADA Coordinator, 1500 Wall Street, Bellevue, Nebraska 402-293-3022 as soon as possible, but no later than 48 hours before the scheduled event.

Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 Compliance Coordinator, 1500 Wall Street, Bellevue, Nebraska 402-293-3022:

Contact Information:

City Administrator
402-293-3022
1500 Wall Street
Bellevue, Nebraska 680

SECTION 504/ADA SELF-EVALUATION

The City of Bellevue's Transition Plan, self evaluation inventory, and project improvement performance is monitored and updated by staff and the ADA Oversight Committee to fully comply with federal ADA requirements.

The Transition Plan is reviewed periodically and an update provided for public review. Updates to the plan may be triggered by public input, revisions to the Act, City budget modification, City policies, or completed improvement projects.

Priorities and timelines are based upon the self evaluation responses provided by the City department representatives, conversations with various city staff, and additional information obtained from available documents.

In addition, the City will continue to look for ways to remove barriers to access so that the disabled citizens of Bellevue have access to all the City's programs, services and activities. Each recommendation is translated into action items with anticipated implementation/completion dates. After the adoption of this Plan by the City Council of Bellevue, the ADA corrective actions will be reviewed and updated on a quarterly basis by the ADA Committee.

SECTION 504/ADA TRANSITION PLAN

The City of Bellevue adopted its original Transition Plan in February of 2013 and has since updated and modified the plan periodically with he latest printed version dated February 2020. The Transition Plan is available for public review at the office of the ADA Compliance Coordinator, 1500 Wall, Bellevue, Nebraska 68005, 402-293-3022.

The American with Disabilities Act (ADA) Transition Plan is the City of Bellevue commitment to providing equal access to all of its public programs, services, facilities, and activities for citizens with disabilities and creates steps to make all public facilitates and programs accessible to persons with disabilities. To develop this plan, the City of Bellevue has undertaken a comprehensive evaluation of its facilities and programs to determine what types of access barriers exist for individuals with disabilities. This plan replaces previous self-evaluation and transition plans developed by the City and its departments, and will be used to guide future planning and implementation of necessary accessibility improvements. The Transition Plan consists of the following elements:

- ✓ Designation of an ADA compliance manager,
- ✓ Provide public notice about ADA requirements and processes,
- ✓ Establishment of grievance procedures,
- ✓ Develop internal implementation standards for ADA,
- ✓ Specify the steps necessary to achieve compliance with the ADA by prioritizing and providing a schedule for barrier removal/mitigation,
- ✓ Estimate costs for their correction, and Monitoring and updating the plan.

COMPLAINT PROCEDURES

Any person with a disability who believes he/she has been subjected to discrimination based on disability may file a complaint under this procedure. It is unlawful for the City of Bellevue to retaliate against anyone who files a complaint or cooperates in the investigation of a complaint.

1. A complaint should be filed in writing; contain the name, address, and telephone number of the person filing the complaint; and a description of the alleged violation of the regulations, including time/date, location, and action requested to be taken by the City. Written complaints must be signed by the complainant and/or his/her representative. The City provides an ADA Grievance Form which contains all requested information. Complainant are encouraged to use the prepared form which is available by contacting the City or on the City's website. Alternative means of filing complaints such as personal interviews, or a tape recording of the complaint, will be made for persons with disabilities upon request.

2. A complaint should be filed as soon as possible, but no later than sixty (60) days after the alleged violation. (Processing of allegations of discrimination which occurred before this grievance procedure was in place will be considered on a case-by-case basis.)

3. Within fifteen (15) calendar days after receipt of the complaint, the Assistant ADA Coordinator (or his/her designee) will meet with the complainant to discuss the complaint and the possible resolutions. An investigation shall follow and will be conducted by the ADA Coordinator (or his/her designee). These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

4. Within fifteen (15) calendar days of the meeting the ADA Coordinator (or his/her designee) will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Bellevue and offer options for substantive resolution of the complaint.

5. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within fifteen (15) days after receipt of the written determination to the City Administrator as the ADA Coordinator (or his/her designee).

6. Within 15 calendar days after receipt of the appeal, the ADA Coordinator (or his/her designee) will

meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, ADA Coordinator (or his/her designee) will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

7. The Assistant ADA Coordinator (or his/her designee) shall maintain the files and records of the City of Bellevue relating to the complaints filed.

The right of a person to prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the responsible federal department or agency. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to protect the substantive rights of the interest persons to provide timely notice of any impediment to access City programs, services or activities, and to assure that the City of Bellevue, Nebraska, complies with Section 504 of the Rehabilitation Act, ADA and implementing regulations.

REASONABLE ACCOMMODATION PROCEDURES

It is the intent of the City of Bellevue to accommodate its citizens whenever possible to allow the public participation in all public services and public meetings conducted by the staff, governing body, and/or its boards and commissions.

Reasonable accommodation procedures will be altered as areas are identified during our continuing self-evaluations. A copy of reasonable accommodation procedures shall be made available for public inspection.

Individuals requiring assistance are asked to contact the City of Bellevue ADA Compliance Coordinator, 1500 Wall, Bellevue, Nebraska, 402-293-3022 with the accommodations requested at least 48 hours in advance of the public meeting you wish to participate in so city staff can make the meetings accessible to any and all citizens of the community.

INFORMATION OF ACCESSIBLE FACILITIES AND PROGRAMS

(Public entities are required to ensure that interested people, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. List options (website, brochures, etc.) for having this information readily available to the public. 28 CFR 35.163)

ASSURANCES

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the ***(name of LPA)***, desiring to avail itself of federal financial assistance from the US Department of Transportation, hereby gives assurance that no qualified person shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The City of Bellevue, Nebraska further assures that its programs will be conducted, and its facilities operated, in compliance with all requirements imposed by or pursuant to 49 CFR Part 27, 28 CFR Part 35 and 42 USC 12101-12213.

_____

Signature of Responsible Agency Official

_____

Name and Title of Responsible Agency Official (please print)

_____

Date

City of Bellevue Title VI Implementation Plan

Policy Statement

In accordance with Title VI of the Civil Rights Act of 1964 and related statutes, the City of Bellevue ensures that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied the benefits or services of, or be otherwise subjected to discrimination in all programs, services, or activities administered by the City of Bellevue

_____
Signature of Responsible Agency Official

_____
Name and Title of Responsible Agency Official (please print)

_____
Date

City of Bellevue
Title VI Nondiscrimination Assurances

DOT Order No. 1050.2A

The **City of Bellevue** (herein referred to as the "Recipient**"), HEREBY AGREES THAT,** as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT) through Federal Highway Administration and Nebraska Department of Transportation, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);*
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient hereby gives the following Assurances with respect to its Federal-Aid Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program" as defined in §§ 21.23(b) and 21.23(e) of 49 CFR § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and Regulations made in connection with all Federal Aid Highway Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The **City of Bellevue**, *in accordance with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contact entered into pursuant to this advertisement,* disadvantaged *business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Act and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, or similar instruments entered into by the Recipient with other parties:

   (a) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   (b) for the construction or use of, or access to, space on, over, or under real property acquired, or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

   (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

By signing this ASSURANCE, **City of Bellevue** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing Federal Highway Administration or Nebraska Department of Transportation access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration or Nebraska Department of Transportation. You must keep records, reports, and submit the material for review upon request to *Federal Highway Administration, Nebraska Department of Transportation,* or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Bellevue gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Administration and Nebraska Department of Transportation. This ASSURANCE is binding on Nebraska, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Aid Highway Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

Signature of Responsible Agency Official

_____

Name and Title of Responsible Agency Official (please print)

_____

Date

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, or the Nebraska Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient, the Federal Highway Administration, or Nebraska Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or Nebraska Department of Transportation may determine to be appropriate, including, but not limited to:

(a.) withholding payments to the contractor under the contract until the contractor complies; and/or
(b.) cancelling, terminating, or suspending a contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient, the Federal Highway Administration, or Nebraska Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that, if the contractor becomes involved in, or is threatened with litigation with a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses shall be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **City of Bellevue** will accept title to the lands and maintain the project constructed thereon, in accordance with all applicable federal statutes, the Regulations for the Administration of the Federal-*Aid Highway* Program and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **City of Bellevue** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **City of Bellevue** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **City of Bellevue** its successors and assigns.

The **City of Bellevue,** in consideration or the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the **City of Bellevue** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in all deeds, licenses, leases, permits, or similar instruments entered into by the **City of Bellevue** pursuant to the provisions of Assurance 7(a).

A. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **City of Bellevue** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **City of Bellevue** have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities shall there upon revert to and vest in and become the absolute property of the **City of Bellevue** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **City of Bellevue** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **City of Bellevue City of Bellevue** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **City of Bellevue** will there upon revert to and vest in and become the absolute property of **City of Bellevue** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Organization and Staffing

Pursuant to 23 CFR 200, **City of Bellevue** has appointed a Title VI Coordinator who is responsible for **City of Bellevue's** Title VI Program.

City Administrator
402-293-3022
1500 Wall Street
Bellevue, Nebraska 68005
Phone: 402-293-3022



Implementation Procedures

This document shall serve as the Local Public Agency's (hereinafter referred to as the LPA) Title VI Plan pursuant to 23 CFR 200 and 49 CFR 21. For the purposes of this Title VI Implementation Plan, "Federal Assistance" shall include:

1) grants and loans of Federal funds,

2) the grant or donation of Federal property and interest in property,

3) the detail of Federal personnel,

4) the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA, and

5) any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The LPA shall:

a) Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the general public. Such information shall be published where appropriate in languages other than English.

b) Take affirmative action to correct any deficiencies found by the Federal Highway Administration, Nebraska Department of Transportation, or the U.S. Department of Transportation within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.

c) Designate a coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

d) Develop and implement a community outreach and public education program.

e) Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition,

the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, will be forwarded to NDOT's Highway Civil Rights Manager within 10 days of the date the complaint was received by the LPA.

f) Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the LPA.

g) Conduct Title VI reviews of the LPA and subrecipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

h) Conduct training programs on Title VI and related statutes.

i) Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

1) Annual Work Plan
   - Outline Title VI monitoring and review activities planned for the coming year; identify which activities will be accomplished and target date for completion.

2) Accomplishment Report
   - List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified, and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator.
   - List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against sub-recipients, as well as a summary of complaint and actions taken.

Discrimination Complaint Procedures – Allegations of Discrimination in Federally Assisted Programs or Activities

1. Any person or any specific class of persons, by themselves or by a representative, that believe they have been subjected to discrimination or retaliation prohibited by Title VI of the Civil Rights Act of 1964 and related statutes may file a complaint with the LPA. All complaints will be referred to the LPA's Title VI Coordinator for review and action.

2. Complaints must be filed within 180 days of the last date of alleged discrimination. The filing date of the complaint is the earlier of: (1) the postmark of the complaint, or (2) the date the complaint is received by any office authorized to receive complaints.

   In either case, the LPA or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints should be in writing and signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the LPA's investigative procedures.

4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of procedures to be followed, and advise the complainant of other avenues of redress available, such as NDOT, FHWA, and U.S. DOT.

5. The LPA will advise the NDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification:

   a) Name, address, and phone number of the complainant;
   b) A written explanation of what has happened;
   c) The basis of the complaint (i.e., race, color, national origin);
   d) The identification for the respondent, e.g. agency/organization alleged to have discriminated;
   e) The date(s) of the alleged discriminatory act(s);
   f) The date of complaint received by the LPA;
   g) Other agencies (state, local or Federal) where the complaint has been filed; and,
   h) An explanation of the actions the LPA has taken or proposed to resolve the issue raised in the complaint.

6. NDOT will forward the complaint to the FHWA. The FHWA Office of Civil Rights will determine the appropriate individual and/or organization to conduct the investigation.

7. Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the LPA. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

8. Within 90 days of receipt of the complaint, the head of the LPA will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with NDOT, or U.S. DOT, if they are dissatisfied with the final decision rendered by the LPA. The Title VI Coordinator will also provide NDOT with a copy of this decision and summary of findings upon completion of the investigation.

9. Any complaints received against the LPA should immediately be forwarded to NDOT for investigation. The LPA will not investigate any complaint in which it has been named in the complaint.

10. Contacts for Title VI administrative jurisdictions are as follows:

Nebraska Department of Transportation
NDOT Civil Rights Office, Title VI Program
P.O. Box 94759
Lincoln, NE 68509-4759
(402) 479-4544

Federal Highway Administration
Nebraska Division Office
100 Centennial Mall North
Lincoln, NE 68508
(402) 437-5765

16d.
4/2/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/02/2024		SUBMITTED BY: David Goedeken-Public Works Director			
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

SYNPOSIS/BACKGROUND:

Approve Local Match Agreement between the Omaha-Council Bluffs MAPA and the City of Bellevue for Fort Crook Rd Transit Planning and Environmental Feasibility Study to be completed by HDR

FISCAL IMPACT: $25,000 BUDGETED FUNDS?: YES 25,000.00 GRANT/MATCHING FUNDS?: YES 100,000

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

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

CONTRACT DESCRIPTION:

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Ft Crook Rd Transit Planning and Feasibility Study

START DATE: END DATE: PAYMENT DATE: INSURANCE REQUIRED: NO

CIP PROJECT NAME: CIP PROJECT NUMBER:

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

1. Agreement 2. 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

LOCAL MATCH AGREEMENT
BETWEEN THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY AND THE CITY OF BELLEVUE
FOR THE FORT CROOK ROAD TRANSIT PLANNING AND ENVIRONMENTAL FEASIBILITY STUDY

1. **Parties** This Local Match Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter referred to as "MAPA"), and the City of Bellevue (hereinafter referred to as the "City").

2. **Purpose** The purpose of this Agreement is to establish the terms and conditions under which MAPA and the City will administer and fund the Fort Crook Road Transit Planning and Environmental Feasibility Study (hereinafter referred to as "the Project").

3. **Background** The City applied for and has been awarded funding through the Heartland 2050 mini-grant program for the Project. The objective of the Project is to provide recommendations on how the existing roadway can be reconfigured to accommodate automobiles, active transportation, and public transit, focusing on both the economic and environmental feasibility of bus rapid transit (BRT). The Project will include an analysis of how transit fits with other modes of transportation along the corridor and the economic development implications of BRT and active transportation for the City.

4. **Term of Agreement** This Agreement is effective upon the latest date signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect for at least three years from the date of the final cost settlement under MAPA's agreement with the Nebraska Department of Transportation (NDOT).

5. **Conditions of Agreement** MAPA shall be considered the subrecipient of federal funds passed through NDOT, pursuant to Program Agreement UL2114, attached herein for reference as "Exhibit A". MAPA shall engage with one or more consultants to conduct the Project. MAPA shall be responsible for the administration of the federal funds in accordance with applicable laws, rules, and regulations, including the selection, engagement, and oversight of contracted consultants, disbursing payments, reporting to NDOT for reimbursement of federal funds, and securing an audit in accordance with 2 CFR 200. The City shall reimburse MAPA for all contracted consultant costs on behalf of the Project that exceed authorized federal funding, but the City's maximum obligation to MAPA shall be no more than **twenty-five thousand dollars ($25,000)**. MAPA may request payment from the City, in advance of or after incurring consultant costs, up to the maximum obligation amount stated herein, which shall be due from the City within 30 days of receipt of an invoice from MAPA. Upon completion of the Project, MAPA shall reimburse any funds received from the City that were not expended in accordance with this agreement. A Steering Committee shall be established and composed of members from the City and MAPA who shall direct the Project, including development of a detailed scope of work. A Stakeholder and Technical Committee shall be established as an advisory body to the Project. Project costs are estimated in the following:

MAPA-Secured Federal Funding	**$100,000.00**
City of Bellevue Local Match	**$25,000.00**
Total Consultant Costs	**$125,000.00**

As a federal-aid project, the Project must comply with all applicable federal and state requirements and policies. MAPA and its staff are responsible for ensuring that administration of the Project complies with these requirements and policies. Should the City cause the Project to fail to meet any eligibility requirements, the City understands that such failure could potentially result in the partial or total repayment of federal funds expended for the Project, and that in such case the City shall repay MAPA in full for all federal funds MAPA must repay to the federal government, and the City shall indemnify and hold harmless MAPA for all match funds the City paid to MAPA that MAPA has already expended in good faith for the Project.

6. **Signatures** In witness whereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement as of the latest date specified below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

ATTEST:

BY: _____
Executive Director Date

BY: _____
Date

PRINT NAME_____

PRINT NAME_____

CITY OF BELLEVUE

ATTEST:

BY: _____
Authorized Official Date

BY: _____
Date

PRINT NAME_____

PRINT NAME_____

PRINT TITLE_____

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION

PROGRAM AGREEMENT
FEDERAL PLANNING FUNDS
TRANSPORTATION PLANNING ASSISTANCE PROGRAM

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. MAPA-77(65), STATE CONTROL NO. 22863
TRANSPORTATION PLANNING ASSISTANCE PROGRAM
FORT CROOK ROAD CORRIDOR STUDY

THIS AGREEMENT is between the Omaha-Council Bluffs Metropolitan Area Planning Agency, who is a Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the purpose of this Agreement is for providing partial funding of the MPO's update of the MPO's Fort Crook Road Transit Planning and Environmental Feasibility Study, an effort to plan for transit enhancements along the Fort Crook Road corridor, and

WHEREAS, MPO and State agree that the work contained in this Agreement does not cover Project Level Engineering Services, and

WHEREAS, MPO intends to contract with a Consultant or Consultants under a separate agreement(s), to accomplish the work to be carried out under this Agreement, and

WHEREAS, the work items for which the funding will be provided will be identified in the Consultant's Scope of Service of a future MPO/Consultant agreement ("Eligible Planning Activities"), and

WHEREAS, the funding for the project under this Agreement includes pass through monies from the Federal Highway Administration (FHWA) and is therefore subject to all applicable federal-aid transportation project related program requirements, so that all costs under this Agreement will be eligible for federal reimbursement, and

WHEREAS, MPO has agreed to establish and maintain a continuing, comprehensive, and cooperative transportation planning process in the Omaha-Council Bluffs region, and

WHERAS, there are Federal-aid Planning Funds (STP Funds or STP Funding) available to provide pro-rata reimbursement to MPO for its Eligible Planning Activities, and

WHEREAS, the MPO Clerk/Treasurer's Office has been designated as the recipient of STP funds on behalf of MPO, pursuant to the State's Transportation Planning Assistance Program (TPAP), and

WHEREAS, MPO desires to incur costs for Eligible Planning Activities that will be reimbursed with STP Funds under the designation of Project No. MAPA-77(65), and

WHEREAS, State, as part of its planning function, intends to contribute support to the continuing transportation planning process in the MPO Area.

WHEREAS, MPO understands that federal funds are involved in the project or activities contemplated under this Agreement and understands that in order to qualify for federal-aid funds, MPO must appoint the person to be in Responsible Charge of the project or activities as required by the terms of this Agreement.

WHEREAS, for this Agreement, if a non-federal entity expends $750,000 or more in total federal awards in a fiscal year, must be addressed as explained further in this Agreement, and

WHEREAS, MPO has authorized the MPO's Executive Director to sign this Agreement, as evidenced by the Resolution of MPO dated the 8th day of December, 2022, attached ~~as Exhibit "A".~~

NOW THEREFORE, in consideration of these facts, MPO and State agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this Agreement the following terms are used, they mean the following:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"CONSULTANT" means the firm, who will be selected by MPO according to Chapter 4 of the LPA Guidelines Manual for Federal Aid Projects ("LPA Guidelines Manual").

"ELIGIBLE PLANNING ACTIVITIES" means tasks or activities performed by MPO's consultants and sub-consultants, agents, or representatives which are eligible for reimbursement with STP Funds as determined by State. The eligible tasks or activities will be provided in the Consultant's Scope of Service of the future agreement MPO will have with its Consultant. State must approve the Consultant's Scope of Services and fee estimate and prepare the agreement on behalf of MPO.

"FHWA" means the Federal Highway Administration, United States Department of

Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

"RESPONSIBLE CHARGE" or "RC" means the employee of MPO who has been empowered by MPO of MPO to represent MPO on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of the planning program and process. The RC works regularly with planning issues and is MPO's point-of-contact for planning activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the planning activities. It is understood that RC may delegate, or contract certain technical tasks associated with the planning activities so long as RC actively manages and represents MPO's interests in the delegated technical tasks.

"STATE" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between MPO and the United States Department of Transportation.

SECTION 2. NOTICE TO PROCEED AND DURATION OF THIS AGREEMENT

2.1 ***Effective Date*** --This Agreement is binding on the date it is fully executed by the Parties.

2.2 ***Renewal, Extension or Amendment*** --This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.

2.3 ***Identifying Date*** – For convenience, this Agreement's identifying date will be the date State signed the agreement.

2.4 ***Duration***– This Agreement will expire upon completion of MPO's Federal-aid project and final financial settlement.

2.5 ***Termination*** -- Further, State reserves the right to terminate this Agreement as provided herein. If LPA determines that for any reason it will not continue with the development of this project as a Federal-aid project, LPA shall notify State and negotiate any necessary project termination conditions consistent with this Agreement.

SECTION 3. GENERAL DESCRIPTION IF SCOPE OF WORK AND RESPONSIBILITIES OF THE PARTIES

3.1 The work to be performed under the terms of this Agreement must be conducted in

accordance with the Consultant's Scope of Services, which will be part of the MPO/Consultant agreement. MPO shall provide State with a copy of the Consultant Scope of Services prior to the start of the Consultant's work activities so State can review, approve, prepare agreement package, and provide a Notice of Proceed to MPO and MPO's Consultant.

3.2 MPO has authorized the MPO's Executive Director to sign this Agreement, as evidenced by the Resolution of MPO Council, attached as Exhibit "A", and incorporated herein by this reference.

3.3 MPO shall:

1. Appoint and fully authorize a person to be in responsible charge of this project or activities. The appointed person must be a Fully Qualified, Full Time Public Employee who is in responsible charge of all aspects of the project or activities of MPO and MPO's Consultant(s) contemplated by this Agreement. MPO's "Responsible Charge" (RC) person needs to review all work products and all billing invoices.
2. Select a Consultant following all guidelines and requirements outlined in the Chapter 4 of the LPA Guidelines Manual in regard to the method of procurement, evaluation, selection, and contract types. The selected Consultants must be certified to provide Transportation Planning Services by State. MPO shall be responsible for determining that the Consultant is qualified to provide experienced personnel with expertise to accomplish the required work. Price cannot be a selection factor.
3. Maintain all correspondence files, invoices, draft and final documents, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office at all reasonable times during this contract period and for three years from the date of the final payment under this Agreement; such records must be available for inspection by State and the FHWA or any authorized representative of the Federal Government, and MPO shall furnish copies to those mentioned in this section when requested to do so.
4. MPO wishes to be reimbursed with PL Funds for Eligible Planning Activities. MPO understands that FHWA will not provide funding directly to MPO; but will provide reimbursement by State with Federal funds for Eligible Planning Activities. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of federal funds and as a liaison between MPO and

FHWA. The purpose of this Agreement is to set forth the understanding of MPO and State concerning their respective duties to enable the planning activities to be eligible for federal-aid funding. Under this Agreement, MPO shall continue to have all duties concerning any aspect of the planning processes. Nothing in this Agreement shall be construed to create any duty of State to MPO concerning such matters. In the event that State or FHWA find that the planning activities are ineligible for PL Funding, MPO will repay State all previously paid federal funds, as determined by State, and any costs or expenses State has incurred under this Agreement. MPO further agrees that MPO shall have no claim or right of action against State under this Agreement if FHWA determines that planning activities are not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement include the eligibility requirements and other conditions State believes in good faith that MPO must meet for MPO to be reimbursed with PL Funding. MPO acknowledges that many conditions must be met by MPO in order to receive Federal-aid reimbursement. MPO agrees to develop its UPWP in an effort to meet all federal eligibility requirements so the planning activities may be determined eligible for PL Funding.

3.4 State shall:

1. Assign qualified personnel as needed to accomplish tasks assigned to or agreed to by State.
2. State shall review the MPO's Consultant's Scope of Services and provide comments to MPO. Upon approval of the Scope of Service, prepare agreement package, and provide a Notice of Proceed to MPO and MPO's Consultant.
3. State shall review the Consultant's traffic modeling networks and officer comments to MPO and MPO's Consultant.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

4.1 MPO hereby designates Court Barber as the RC for the Eligible Planning Activities.

4.2 Duties and Assurances of MPO concerning its designated RC for the Eligible Planning Activities.

4.2.1 MPO has authorized and fully empowered the RC to be responsible for day-to-day Eligible Planning Activities; this requirement does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the Eligible Planning Activities including identifying issues,

investigating options, working directly with stakeholders, and decision making.

4.2.2 The RC is a full-time public employee or elected official of MPO.

4.2.3 MPO agrees to take all necessary actions and make its best good faith efforts to ensure the RC's work meets the same standards that State must meet under federal law.

4.2.4 If, for whatever reason, the designated RC is no longer assigned to the Eligible Planning Activities, MPO shall, within one day or sooner if possible, notify verbally and in writing State's Highway Planning Manager; after such notification MPO shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, MPO may use a Provisional RC in accordance with State's Provisional RC Policy.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

5.1 MPO agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual.

5.2 **The Applicable Legal and Contract Requirements**.

5.2.1 Title 23 U.S.C., and 23 CFR, – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.

5.2.2 LPA Guidelines Manual - MPO also agrees to comply with applicable provisions of the LPA Guidelines Manual for Federal Aid Projects, which is incorporated herein by this reference. The LPA Guidelines Manual is a document drafted in part, and formally approved, by FHWA as a document setting out requirements for LPA's or MPO's eligible activities funded with federal funds. A current version of the LPA Guidelines Manual can be found in its entirety at the following internet address: http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf. In the event MPO believes that the LPA Guidelines Manual doesn't clearly address a particular aspect of the planning activities work, MPO shall seek guidance or clarification from State's Local Project Section Engineer or State's Highway Planning Manage, and shall make its best effort to comply with such guidelines or clarification.

5.3 **Loss of Funding**. In order for MPO to receive federal funds for any part of the Eligible Planning Activities under this Agreement, MPO shall perform the services for all aspects of the Eligible Planning Activities, according to federal procedures and requirements.

Although federal funds may be allocated to the Eligible Planning Activities, all or certain such activities may become ineligible for federal funds, if federal procedures and requirements are not met.

SECTION 6. SUSPENSION OR TERMINATION

State may suspend or terminate this Agreement in the event federal funds are not available, for any reason, to make reimbursements under this Agreement.

SECTION 7. FEDERAL AUDIT REQUIREMENT

7.1 The funding for the Eligible Planning Activities under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends $750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

7.2 MPO shall comply with the Single Audit mandate as described in Section 7.1. Any federal funds for MPO Eligible Planning Activities paid directly to contractors or consultants by State, on behalf of MPO, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by MPO (as per FHWA's February 16, 2012, letter and State's February 24, 2012, letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended for the Eligible Planning Activities should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

7.3 If necessary, the Federal award information needed for the SEFA includes:

Federal Grantor: U.S. Department of Transportation – Federal Highway Administration

Pass-Through Grantor: Nebraska Department of Transportation

Program Title: Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: SPR-1(58)

7.4 If a Part 200 Audit is submitted by MPO, MPO shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 8. FINANCIAL RESPONSIBILITIES

TOTAL COSTS AND FUNDING COMMITMENTS

8.1 State agrees to pay for the services rendered by MPO under the terms of this Agreement, compensated on a cost reimbursement basis, for cost incurred and to include only costs in accordance with the applicable provisions of 49 CFR 18 and the contract cost principles and procedures set forth in Part 31 of the Federal Acquisition Regulation System (48 CFR 31). When specific FHWA reimbursement policy differs from the Federal Acquisition Regulation System, the FHWA policy will apply.

8.2 The total cost of the project is currently estimated to be 145,000.00 as set out in the table below:

ESTIMATED PROJECT FUNDING						
	Federal	Local Match	Nonparticipating	Other	Total	
RC Costs	$8,000.00	$2,000.00			$10,000.00	
NDOR	$8,000.00	$2,000.00			$10,000.00	
Project Implementation	$100,000.00	$25,000.00			$125,000.00	
TOTAL	**$116,000.00**	**$29,000.00**			**$145,000.00**	

Both State and MPO recognize this is a preliminary estimate and the final cost may be higher or lower. In order to exceed the costs obligated from some of the phase set out above, MPO must seek and obtain, from State, additional federal funding obligation by:

- Submitting a detailed cost estimate, when applicable, and receiving State's approval of such estimate,
- Receiving notification from State that additional Federal Funds have been obligated,
- Receipt of a notice to proceed from State to incur costs, if applicable

8.3 MPO shall submit invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. For reimbursement, MPO is responsible for submitting the total actual costs expended that are eligible for federal aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse MPO for the Federal share of the eligible actual costs. MPO shall retain detailed cost records supporting all invoices for three (3) years after final cost settlement by FHWA and project closeout by State. MPO shall submit those records to State upon request.

8.4 MPO is required to submit their reimbursement requests to the State's Highway Planning Manager. All reimbursement requests (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at http://dot.nebraska.gov/business-center/consultant/onbase-help/.

8.4.1 The reimbursement request package must include the following:

1. Invoice: The invoice must include the following:
   a. MPO name and address
   b. Invoice number
   c. Invoice date
   d. Invoicing period (beginning date and ending dates of services)
   e. Agreement Number
   f. Project identification (Project Number, Control Number, and Project Location/Description)
   e. Contact person for questions about the invoice
2. Breakdown of Consultant and sub-contractors/sub-consultant expenses
   a. Include Consultant's complete invoice package as outline in the MPO/Consultant agreement. The complete invoice package consists of Consultant's invoice, progress report, Cost Breakdown Form, Travel Log, receipts, and subconsultants complete invoice packages
   b. Consultant's invoice package must be noted as paid and signed by appropriate representative

8.4.2 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse MPO for the federal share of the actual costs of Eligible Planning Activities and will make a reasonable effort to pay MPO within thirty (30) days of State's receipt of MPO's reimbursement request.

8.4.3 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by Consultant are allowable under this Agreement.

8.5 AUDIT AND FINAL COST SETTLEMENT

8.5.1 The final settlement between State and MPO will be made after final funding review and approval by State and after an audit, if deemed necessary, has been

performed to determine eligible actual costs.

8.5.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred for Eligible Planning Activities are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under this Agreement. MPO agrees to reimburse State for any overpayments identified in the audit review, and State agrees to reimburse MPO for underpayments when appropriate.

8.5.3 If MPO calculated share is more than the amount of local funds previously paid to State, State will bill MPO for the difference. MPO agrees to pay the amount due State within thirty (30) days of receipt of invoice.

8.5.4 If MPO's calculated share is less than the amount of local funds previously paid to State, State will reimburse MPO for the difference and will make a reasonable effort to pay MPO within thirty (30) days of the completion of the audit.

SECTION 9. PROCUREMENT OF ENGINEERING AND DESIGN RELATED SERVICES

MPO shall procure engineering design related services (as defined in 23 CFR 172.3) using the Qualifications Based Selection process set out in Chapter 4 of the LPA Guidelines Manual.

SECTION 10. PROFESSIONAL PERFORMANCE

It is understood by the Parties that MPO is solely responsible for all work product generated as part of the Eligible Planning Activities completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of MPO or its consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of MPO and its consultant which would relieve MPO from any expense or liability that would be connected with MPO's sole responsibility for the propriety and integrity of the work product to be accomplished by MPO or its consultant.

SECTION 11. INDEMNITY

MPO agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of MPO's work and the terms of this Agreement.

SECTION 12. CONFLICT OF INTEREST LAWS

12.1 MPO shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3)

and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State or Federal funding. MPO should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State's website at the following location: http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf

12.2 MPO must also complete, sign and submit to State's Highway Planning Manager, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on State's website at: http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf

12.3 Consultants, sub-consultants, agents, or representatives providing services for MPO's, or submitting proposals for services, shall submit to MPO and State's Highway Planning Manager a Conflict of Interest Disclosure Form for Consultants. Consultants, sub-consultants, agents, or representative shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with such entity or individual(s) having a real or potential conflict of interest on MPO federal-aid transportation planning activities.

SECTION 13. DRUG FREE WORKPLACE

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

SECTION 14. RECORDS RESPONSIBILITY

14.1 MPO shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement by FHWA and project closeout by State. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and MPO shall furnish copies to those mentioned in this section when requested to do so.

14.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.

14.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

14.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if State or Federal Highway Administration does not wish to subscribe to the findings or conclusions of the Study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of State or Federal Highway Administration."

14.5 In the event of failure of agreement between State and MPO relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.

14.6 Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.

14.7 Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.

14.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate party.

SECTION 15. FAIR EMPLOYMENT PRACTICES

If MPO performs any Eligible Planning Activities itself, MPO shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb. Rev. Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means MPO ".

SECTION 16. DISABILITIES ACT

MPO agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS PROVISIONS

MPO agrees to comply with the requirements of Neb. Rev. Stat. § 4-108 to 4-114 with the Eligible Planning Activities, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

18.1 Policy

MPO shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

18.2 Disadvantaged Business Enterprises (DBEs) Obligation

MPO and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, MPO shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, MPO, for itself, its assignees and successors in interest agrees as follows:

19.1 Compliance with Regulations:

MPO shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

19.2 Nondiscrimination:

MPO, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age,

disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. MPO shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

19.3 Solicitations for Sub-contracts, Including Procurements of Materials and Equipment:

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

19.4 Information and Reports:

MPO shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, MPO shall so certify to State, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

19.5 Sanctions for Noncompliance:

In the event of MPO's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

(a) Withholding of payments to MPO under this Agreement until MPO complies, and/or

(b) Cancellation, termination or suspension of this Agreement, in whole or in part.

19.6 Incorporation of Provisions:

MPO shall include the provisions of sections 19.1 through 19.6 in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. MPO shall take such action with respect to any sub-contract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with,

litigation with a sub-contractor or supplier as a result of such direction, MPO may request State to enter into such litigation to protect the interests of State, and in addition, MPO may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 20. ENTIRE AGREEMENT

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

SECTION 21. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

21.1 The undersigned certifies, to the best of his or her knowledge and belief, that:

21.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

21.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

21.1.3 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

21.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SECTION 22. PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

SECTION 23. PRIVACY ACT STATEMENT

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU. The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however it is a requirement of the Cooperative Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the MPO this 8th day of December, 2022.

WITNESS:

Matthew Eash

OMAHA-COUNCIL BLUFFS
METROPOLITAN AREA PLANNING AGENCY
Michael Helgerson

Director of Finance

Executive Director

EXECUTED by the State this 8th day of December, 2022.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORATION
Ryan Huff, P.E.

Chief Strategic Officer

RESOLUTION

SIGNING OF THE PROGRAM AGREEMENT – UL2114

Metropolitan Area Planning Agency

Resolution No. 2023 - 10

Whereas: The Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) is proposing a project for which it would like to obtain Federal funds;

Whereas: MAPA understands that it must strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of the Federal-aid project; and

Whereas: MAPA and the Nebraska Department of Transportation (NDOT) wish to enter into a new Project Program Agreement setting out the various duties and funding responsibilities for the Federal-aid project.

Be It Resolved: by the Board of the Metropolitan Area Planning Agency that:

Michael Helgerson, Executive Director of MAPA, is hereby authorized to sign the attached Program Agreement between the Metropolitan Area Planning Agency and the NDOT.

MAPA is committed to providing local funds for the project as required by the Project Program Agreement.

NDOT Project Number: MAPA-77(65)
NDOT Control Number: 22863
NDOT Agreement Number: UL2114
NDOT Project Name: Ft. Crook Road Transit Planning and Environmental Feasibility Study

Adopted this 8th day of December (Month), 2022 at Omaha, Nebraska.

The Board of Directors of Metropolitan Area Planning Agency, Nebraska

Scott Belt	Chris Rodgers
Pete Festersen	Carol Vinton – Vice Chair
Rusty Hike	Matthew Walsh
Douglas Kindig – Chair	Jim Warren
Jacquelyn Morrison (Rep for Mayor Jean Stothert)	Patrick Bloomingdale (Sec/Treasurer) Non-Voting

Board/Council Member Hike
Moved the adoption of said resolution
Member Rodgers Seconded the Motion
Roll Call: 7 Yes ____ No ____ Abstain 2 Absent
Resolution adopted, signed, and billed as adopted

Attest:

MAPA Director of Finance

16e.
4/2/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/02/2024	SUBMITTED BY: David Goedeken-Public Works Director				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

BPW 240123 CIPST24 (10) - Traffic Signal Improvements

SYNPOSIS/BACKGROUND:

Approve Felsburg Holt & Ullevig Supplement 2 to review pedestrian signal timing at: 1) Ft Crook Rd & Bryan Ave/Herman and 2) Ft Crook Rd & Victoria Ave

FISCAL IMPACT: $3,030 BUDGETED FUNDS?: YES GRANT/MATCHING FUNDS?: NO

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?: YES COUNTER-PARTY: FHU INTERLOCAL AGREEMENT: NO

CONTRACT DESCRIPTION: Traffic Signal Improvements

CONTRACT EFFECTIVE DATE: CONTRACT TERM: CONTRACT END DATE:

PROJECT NAME: Traffic Signal Improvements

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

CIP PROJECT NAME: Signal Improvements CIP PROJECT NUMBER: ST24 (10)

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

ACCOUNTING DISTRUBUTION CODE: ACCOUNT NUMBER:

RECOMMENDATION:

ATTACHMENTS:

1. Agreement 2. 3.
4. 5. 6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

FELSBURG HOLT & ULLEVIG
connecting & enhancing communities

11422 MIRCALE HILLS DRIVE, SUITE 115 | OMAHA, NE 68154
402.445.4405 | WWW.FHUENG.COM

March 15, 2024

Mr. Dave Goedeken, PE
City Engineer
City of Bellevue, Nebraska
1510 Wall Street
Bellevue, NE 68005

Reference: CIPST24(10) Signal Improvements Proposal

Dear Mr. Goedeken:

This supplemental proposal describes the scope of services necessary to complete additional services related to signal improvements along Fort Crook Road. The supplemental is required to review clearance values for additional intersections. The additional study intersections include:

- Fort Crook Road & Bryan Avenue / Herman Drive [signalized]
- Fort Crook Road & Victoria Avenue [signalized]

Scope of Work

Task 1 – Meetings & Project Management

No additional work is anticipated as part of this task.

Task 2 – Data Compilation

Field reviews will be conducted to validate existing geometry, signal phasing, and signal timings.

Task 3 – Traffic Signal Warrant Evaluation

No additional work is anticipated as part of this task.

Task 4 – Operational Analysis

Clearance values will be calculated for the supplemental intersections. Yellow change, Red clearance, Walk, and Flashing Don't Walk values will be calculated with the most recent City of Omaha standard based on current field conditions. These values will be provided to the City to be updated by City forces. Updated clearance values will be provided for the following locations:

- Fort Crook Road & Bryan Avenue / Herman Drive
- Fort Crook Road & Victoria Avenue

Task 5 – Memo

Additional information will be incorporated with the original project memo summarizing the results for the supplemental intersections and the supplemental intersections will include graphical illustrations of the study area and analysis. The memo will include the data collected for the supplemental intersections and updated signal timings.

Fee Estimate

FHU proposes to complete that data collection and conduct the traffic study for a lump sum amount of **$3,030.**

If the scope of services and contract amount, as well as the attached Letter Agreement Standard Provisions, are acceptable, please sign in the space provided below. Please return a signed copy of this contract proposal for our files. If you have any questions about this proposal, please call David Andersen at (402) 445-4405.

Sincerely,

FELSBURG HOLT & ULLEVIG

Mark Meisinger, PE, PTOE
Principal

David Andersen, PE, PTOE, IMSA TS III
Project Manager

_____
Accepted By

_____
Title

_____
Date

Attachment:
Workhour and Fee Estimate
FHU Letter Agreement Standard Provisions

O:\Projects\124047-01 Bellevue Traffic Signal Improvements\01_PM\Contracts\Supplement\CIPST24(10) Signal Improvements Supplemental 2024-03-14.docx

CIPST24(10) Signal Improvements

Workhour and Fee Estimate

March 15, 2024

FELSBURG HOLT & ULLEVIG
connecting & enhancing communities

	Principal II	*Sr. Engineer*	*Engineer II*	*Engineer I*	*Intern I*	*Graphics*	*Total*
Task 1 – Meetings & Project Management	0	0	0	0	0	0	$0
Task 2 – Data Compilation	0	4	4	0	0	0	$1,480
Task 3 – Traffic Signal Warrant Evaluation	0	0	0	0	0	0	$0
Task 4 – Operational Analysis	0	2	6	0	0	0	$1,280
Task 5 – Memo	0	0	0	2	0	0	$240
TOTAL HOURS	**0**	**6**	**10**	**2**	**0**	**0**	**18**
TOTAL LABOR / HR RATE	$310	$235	$135	$120	$75	$170	
TOTAL LABOR COSTS	$0	$1,410	$1,350	$240	$0	$0	$3,000

DIRECT PROJECT EXPENSES

Printing	0	$0.19	$0
Traffic Count (12 x 13-hr) [ATD]	0	$17,000.00	$0
Mileage (1 Trip @ 45 Miles)	44	$0.670	$30
TOTAL DIRECT PROJECT EXPENSES			$30

TOTAL PROJECT COST **$3,030**

Letter Agreement Standard Provisions

A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Nebraska Professional Liability Insurance with a minimum coverage of $1,000,000 per occurrence, $2,000,000 aggregate; Automobile Liability with a combined single limit coverage of $1,000,000; and Commercial General Liability of $1,000,000 per occurrence, $2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

K. GOVERNING LAW

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Nebraska.

L. SUCCESSORS AND ASSIGNS

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

M. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

N. NOTICES

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of $100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

16f.
4/2/2024

CITY OF BELLEVUE, NEBRASKA
AGENDA ITEM COVER SHEET

COUNCIL MEETING DATE: 04/02/2024	SUBMITTED BY: David Goedeken - Public Works Director				
AGENDA ITEM:		CONSENT AGENDA	☐	SPECIAL PRESENTATION	☐
LIQUOR LICENSE	☐	ORDINANCE	☐	PUBLIC HEARING	☐
RESOLUTION	☐	CURRENT BUSINESS	☑	OTHER	☐

SUBJECT:

BPW 240118 CIPST24(06) M146 (377A) - Bridge Repair

SYNPOSIS/BACKGROUND:

Approve the Bridge Investment Program (BIP) and Capital Grant Federal Management Information System (FMIS) project Agreement with NDOT, FHWA and City of Bellevue. The $440,000 Grant will be for JEO Consulting Group to complete a PEL Study to review reasonable alternatives for improvements of the Ft Crook bridge and corridor from Capehart Rd interchange south to Fairview Rd.

FISCAL IMPACT: | BUDGETED FUNDS?: YES | GRANT/MATCHING FUNDS?: YES 440,000

TRACKING INFORMATION FOR CONTRACTS AND PROJECTS:

IS THIS A CONTRACT?:	YES	COUNTER-PARTY:	NDOT & FHWA	INTERLOCAL AGREEMENT:	NO
CONTRACT DESCRIPTION:	Bridge Repair - BIP and Capital Grant FMIS project				
CONTRACT EFFECTIVE DATE:		CONTRACT TERM:		CONTRACT END DATE:	
PROJECT NAME:	Bridge Repair - Ft Crook Rd Capehart to Fairview PEL Study				
START DATE:		END DATE:		PAYMENT DATE:	
INSURANCE REQUIRED:	NO				
CIP PROJECT NAME:	Bridge Repair	CIP PROJECT NUMBER:	ST24(06)		
STREET DISTRICT NAME (S):		STREET DISTRICT NUMBER (S):			
ACCOUNTING DISTRUBUTION CODE:		ACCOUNT NUMBER:			

RECOMMENDATION:

ATTACHMENTS:

1. Agreement	2.	3.
4.	5.	6.

SIGNATURES:

LEGAL APPROVAL AS TO FORM:

FINANCE APPROVAL AS TO FORM:

ADMINISTRATOR APPROVAL AS TO FORM:

*REVISED 10/2019

BIP FY 2022 PLANNING AND CAPITAL GRANT FMIS PROJECT AGREEMENT
SCHEDULES A THROUGH J TEMPLATE
NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
03-28-2023

FEDERAL HIGHWAY ADMINISTRATION

FY 2022 BRIDGE INVESTMENT PROGRAM

SCHEDULES A THROUGH J TO THE FMIS PROJECT AGREEMENT FOR THE

Fork Crook Road Bridge Feasibility Analysis PEL

The Recipient attests that the information provided by the Recipient in Schedules A through J is accurate as of the date of its signature below.

Nebraska Department of Transportation

_____ By: _____
Date — Signature of Recipient's Authorized Representative

Khalil Jaber
Name

Deputy Director – Engineering
Title

City of Bellevue

_____ By: _____
Date — Signature of Recipient's Authorized Representative

Rusty Hike
Name

Mayor
Title

The FHWA Nebraska Division Office has reviewed the Schedules A through J and upon reliance of the Recipient's attestation above and concurs with the incorporation of Schedules A through J by reference to the FMIS Project Agreement for the Fort Crook Road Bridge Feasibility Analysis PEL FMIS Project No. DPS-77(71)

.

FHWA Division Office

_____ By: _____

Date

_____

Richard Wayne Fedora

FHWA Nebraska Division Administrator

Title

SCHEDULE A
ADMINISTRATIVE INFORMATION

1. Application.

Application Title: Fort Crook Road Bridge Feasibility Analysis PEL

Application Date: 7/22/2022

2. Recipient's Unique Entity Identifier.

See section 24.3 of the General Terms and Conditions.

3. Recipient Contact(s).

Jodi Gibson
Local Assistance Division Manager
Nebraska Department of Transportation
1400 Nebraska Parkway, Lincoln, NE 68502
402-479-4337
Jodi.gibson@nebraska.gov

Dave Goedeken
Public Works Director
City of Bellevue
1510 Wall Street, Bellevue, Nebraska 68005
402-293-3144
David.goedeken@bellevue.net

4. Reserved.

5. FHWA Project Contact(s).

Alison Koch
Transportation Specialist
FHWA
100 Centennial Mall North Room 220
402-742-8460
Alison.Koch@dot.gov

6. Payment System.

USDOT Payment System: FMIS Current Bill

7. Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Division Office

8. Federal Award Identification Number.

See section 24.2 of the General Terms and Conditions.

9. Designated Subrecipient.

Designated Subrecipient: None

10. Reserved.

SCHEDULE B
PROJECT ACTIVITIES

1. General Project Description.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement.

2. Statement of Work.

Refer to the application title and date identified in schedule A section 1, which is incorporated by reference to this agreement.

Climate Change and Environmental Justice Impacts Actions: City of Bellevue has adopted clean energy district and continues to look at Climate Change and Environmental Justice Impact at the project area.

Racial Equity and Barriers to Opportunity Actions: City of Bellevue has taken steps to look at Racial Equity and Barrier and had adopted actions in the project area.

Labor and Work: City of Bellevue has created actions for good paying jobs and has developed strong labor standards.

SCHEDULE C
AWARD DATES AND PROJECT SCHEDULE

1. Award Dates.

Budget Period End Date: 10/1/2028

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

2. Estimated Project Schedule.

Milestone	Schedule Date
Planned Project Completion Date:	9/30/2025

3. Special Milestone Deadlines.

None.

SCHEDULE D
AWARD AND PROJECT FINANCIAL INFORMATION

1. Award Amount.

BIP Grant Amount: $440,000.00

2. Federal Obligation Information.

Federal Obligation Type: Single

Obligation Condition Table		
Portion of the Project	**Portion of the BIP Grant**	**Obligation Condition**
Consultant Contract - Development of Analysis and PEL Study	$440,000.00	

3. Approved Project Budget.

Eligible Project Costs

		Total
BIP Grant Funds:		$440,000.00
Other Federal Funds:		
State Funds:		
Local Funds:		$110,000.00
In-Kind Match:		
Other Funds:		
Total:		$550,000.00

4. Reserved.

5. Approved Pre-award Costs

None. The FHWA has not approved under this award any requests for the use of non-Federal funds under an advanced construction authorization (23 U.S.C. 115), any costs incurred prior to authorization (23 C.F.R. 1.9(b)), or any pre-award costs under 2 C.F.R. 200.458.

Activities under that authorization are approved pre-award costs under 2 C.F.R. 200.458.

6. General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Bridge Investment Program (BIP) Grant Program" dated April 3, 2023, which is available at https://www.fhwa.dot.gov/bridge/bip/FY_2022_BIP_Terms_and_Conditions.pdf. The General Terms and Conditions reference the information contained in the schedules A - J to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action which may include but is not limited to terminating the BIP grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the BIP Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

7. Special Terms and Conditions

There are no special terms for this award.

SCHEDULE E
CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING SCHEDULE E: Describe all material differences between the scope, schedule, and budget described in the application and this agreement. The purpose of this schedule E is to clearly and accurately document the differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. If there are notable changes in aspects of the Project other than scope, schedule, and budget (*e.g.*, recipient changes), those changes should also be described. See section 3.1 of the General Terms and Conditions.

Scope: No Change

Schedule: No Change

Budget: No Change

The table below provides a summary comparison of the Project budget.

Fund Source	Application $	Application %	Schedule D $	Schedule D %
Previously Incurred Costs				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
BIP Funds	$440,000.00	80%		
Other Federal Funds				
Non-Federal Funds	$110,000.00	20%		
Total Future Eligible Project Costs				
Total Project Costs	$550,000.00	100%		

Other:

SCHEDULE F
BIP PROGRAM DESIGNATIONS

1. Urban or Rural Designation.

Urban-Rural Designation: Urban

2. Historically Disadvantaged Community or Area of Persistent Poverty Designation.

HDC or APP Designation: No

3. Funding Source.

Funding Source: [General Fund]

4. Reserved.

5. Reserved.

6. Security Risk Designation.

Security Risk Designation: Low

7. Capital or Planning Designation.

Capital-Planning Designation: Planning

8. Funding Act.

Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021):

Highway Trust Funds (IIJA § 11101(b)(1)(A)); and

Highway Infrastructure Program (HIP) General Funds (IIJA, division J, title VIII, HIP heading, paragraph (4)).

9. Funds Obligation.

Obligation Deadline: September 30, 2025 for all sources of FY 2022 BIP funds.

10. Cancellation Date.

Highway Trust Funds: Available until expended.

IIJA/BIP General Funds: September 30, 2030

SCHEDULE G
BIP PERFORMANCE MEASUREMENT INFORMATION

Study Area: Located in Bellevue, Nebraska, south of Omaha, the bridge carries Fort Crook Road over Papillion Creek, the Keystone Trail, the Offutt Airforce Base levee system and the Union Pacific Railroad (UPRR) mainline track. The north end of the bridge includes access to Offutt's main gate and a grade separated interchange with Capehart Road. The Fork Crook Road Bridge consists of parallel northbound and southbound structures. Each structure carries three lanes of traffic, and they currently offer no pedestrian or bicycle accommodations.

Baseline Measurement Date: 10/1/2025

Baseline Report Date: 10/1/2028

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Planning Grant	Project eligible to apply for a Large Bridge or Bridge Grant Whether the BIP grant for planning, feasibility analysis and or revenue forecasting associated with the development of a project would be subsequently eligible to apply for a BIP Large Bridge or Bridge Grant	annual

SCHEDULE H
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)*
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)*
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)*
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)*
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)*
	The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)*
	The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)*
	The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)*
	The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)*

	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)*
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)*
	The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)*
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)*
X	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The City of Bellevue adopted the Property Assessment Clean Energy Act (PACE) on September 24, 2018. Approval of Ordinance 3912 created the Bellevue Clean Energy Assessment District. The district was all the lands within the corporate limits of the City of Bellevue. The Act implemented a program for eligible clean and renewable energy projects and the financing thereof.

The purpose of evaluating and ultimately improving and retaining this bridge is so that everyone in the project area, including EJ populations, will continue to receive the transportation and safety benefits of the reconstructed roadway and new bridge crossing. Project benefits include:

- Improved safety
- Enhanced connectivity to City Center

- Improved mobility
- Improved non-motorized circulation and access to the Papillion Creek Trail System
- Aesthetic enhancement of the streetscape
- Alternate routes for emergency vehicles

This bridge being studied is an existing bridge. The bridge is a continuation or the Fort Crook Corridor South. The immediate areas accessing the corridor are the businesses and residents residing adjacent to the corridor. The closure of a nearby bridge on Schilling Drive over the UPRR, due to deterioration, has driven the need to maintain this bridge in place for the immediate effected area. Also, the main entrance and exit gate to Offutt Air Force Base is within the project area and many of the base personnel use this bridge and corridor leaving and entering the base.

SCHEDULE I
RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)*
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)*
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)*
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)*
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)*
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City of Bellevue enacted a Resolution adopting a Title VI – Civil Rights Agreement with the Nebraska Department of Transportation (NDOT). The agreement assures that no person shall on the grounds of race, color, national origin, age, disability/handicap or sex, be excluded from participation, or be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financing, or any of its other programs or activities, where these programs receive federal funding or not. City of Bellevue will continue to work on future action items as it pertains to this specific project to Improve Racial Equity and Reduce Barriers.

SCHEDULE J
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. *(Describe the relevant provisions in the supporting narrative below.)*
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)*
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)*
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)*

	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)*
	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(Describe the equal opportunity plan in the supporting narrative below.)*
x	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)*
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The Nebraska Department of Transportation (NDOT) Contractor-Specific On-the-Job Training (OJT) Program (NDOT OJT Program) was created by the NDOT and Federal Highway Administration (FHWA) and is administered by the NDOT Highway Civil Rights Office (HCRO) to fulfill the Training Special Provisions (TSP) requirements of

federal-aid construction contracts as set forth under23 CFR part 230. The purpose of the TSP is to address the under-representation of minority and female workers in the construction trades through the assignment of OJT training goals. Therefore, the training and upgrading of minorities and women toward journeyman status is a primary objective of the NDOT OJT Program. The contractor must use an OJT training program approved by the NDOT and/or FHWA. An approved OJT training program must specify the number of hours required for a trainee to achieve journey-level status in each job classification. Apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, shall also be considered acceptable provided they are being administered in a manner consistent with the equal employment obligations of federal aid highway construction contracts. Nebraska State Statutes 73-102 "Fair Labor Standards" and 73-104 "Fair Labor Standards, defined" set forth clear requirements intended to create good paying jobs and incorporate strong labor standards. These statues require all governing authorities of the State of Nebraska and governmental subdivisions, and every person acting as a purchasing agent for the State of Nebraska or any governmental subdivision shall in awarding contracts for public works require all contractors bidding on public works to file with such authority statement that they are complying with and will continue to comply with fair labor standards in the pursuit of business and in the execution of contract they are bidding. Fair labor standards are further defined to mean such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business.

State of Nebraska Workers are also offered the opportunity to become members of the Nebraska Association of Public Employees.

CITY OF BELLEVUE
ADMINISTRATION REPORT

March 27, 2024

17.
4/2/2024

Administration

- NC3 bi-weekly project meeting.
- Meeting with Bellevue Food Pantry and ENCAP regarding facility.
- Meeting with Mid America Council for community nominations.
- Project Open Air meeting with developer and project team.
- Meeting with several Council members individually for project updates.
- United Cities Meeting
- Meeting with Wastewater Agency Director
- Project meetings for NC3 and Entertainment District.
- Meeting with Fire Union.
- FD Pinning ceremony
- Weekly discussions on legislative issues.
- BPD Promotion Ceremony
- Meeting with Noddle Company representative.
- Platteview Road expressway meeting

Permits:

- 817 inspections performed
- 36 new permits for single-family residential dwellings

Planning:

- Attended a meeting of the Southeast Sarpy Road Network Plan
- Continued work on the Comp Plan Update/Long-Range Transportation plan
- Conducted a pre-app for a restaurant
- Conducted a pre-app for a multi family residential project.
- Attended MOBA meeting

Code Enforcement

Calls – 271

Notices – 64

Zoning – 3

Clean Ups – 1

Tree Removal – 1

First-Class Notices – 3

Officer Initiated – 61

Towed Vehicles – 2

Red Tags – 3

Police

- 3/04 – Representative Flood – Town Hall Meeting
- 3/05 – Board of Equalization
    - City Council Meeting
- 3/06 – KATV-7 Interview – Quanecia Fraser
- 3/07 – State of the Union
- 3/08 – Meeting with 55th Security Forces – planning meeting (Jashinske)
- 3/13 – Meeting with Chief Scott (WDSM)
- 3/14 – Meeting Chief Davis (CB)
- 3/19 – City Council Meeting (Jashinske)
- 3/21 – Awards Ceremony
- 3/23 – Annual Awards Banquet
- 3/28 – National Institute of Justice / Office of Justice Programs Webex
    - Civil Service

Library

- The Adult Services department of the Bellevue Public Library hosted an Authorfest on Saturday, Feb. 24. At least 10 area authors attended the Authorfest and shared information about the writing process, their works, and advice on the publishing business. Over 130 persons attended. The Bellevue Library is currently hosting a writers group the last Tuesday of each month.

- The Bellevue Public Library Advisory Board met for their regular monthly meeting on Wednesday, Feb. 21. Among other items, the Board heard about the Radio Frequency Identification (RFID) project the library has undertaken as part of its move to a new site this year. The project includes the placement of RFID tags in all items in the collection, plus the implementation of RFID capable scanners and workstations and software within the building. The system will provide for more efficient management of the collection, as well as additional security for materials. Over 100,000 items will be tagged by staff as part of this project. The Bellevue Library Foundation is funding over $70,000 of the project. Work being done now is in preparation for full implementation in the new library at 2206 Longo Drive.

- At the March 20 regular meeting of the Bellevue Public Library Advisory Board, members heard a preview of the Adult Library Program, "Adventure Begins at Your Library," which runs from April 1 to May 12 – an activity or event is planned for each day during this period in addition to the reading challenge. The Board also heard about the "Crossing the Line" traveling art exhibit which the library is hosting through March 29th. This exhibit features the works of artists displaced by turbulent historical events, including the current Russian-Ukrainian conflict. It was originally organized by the University of Nebraska-Kearney's World Affairs Conference in 2022. The artworks on display are mostly photographs and prints made with varying techniques. Later during the meeting, the Board viewed a video of construction progress at the new library site.

- Nearly 100 persons of all ages took part in the library's annual Seussathon (Read Across America) on Saturday, March 2, celebrating the birthday of children's author Dr. Seuss. Persons could sign up for reading time slots, or just stop by to read for a few minutes. The library wants especially to thank members of the Bellevue Fire Department who stopped by to read and then gave families an opportunity to view and learn about their fire truck. It was great to have this annual event in-person again at the library.

- From April 1-14, the Bellevue Public Library will be participating in the Sarpy County National Library Week Passport Program. Participating libraries include Bellevue, Gretna, Papillion, and Springfield. Persons can celebrate their home libraries and learn about neighboring libraries by picking up a passport booklet at their local library. For each library they visit, they receive a code word to enter in their passport booklet. Those persons who collect all four code words can return their booklet to their local library to be eligible for a chance to win a prize.

Fire (See Attached)

Public Works (See Attached)

Finance (See Attached)

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Bellevue Fire Department
Council Report

Report Date 3/26/2024

A. General Items:

- QA/QI
- Testing out 1 Paramedic from ALS Probation this week
- Continuing yearly meetings with paramedics on their anniversary dates
- Meeting with Metro this week to discuss them sending paramedic students here for ride time
- EMS Committee Meeting next Monday
- Working with Omaha and Papillion Fire on station alerting tones.
- Starting fire drill evaluations on all schools.
- New firefighter gear lockers will be delivered March 28th and installed in April

B. Training:

- New recruits graduated on March 8th and are now on shift.
- Nebraska EMS Simulation in Motion truck will be providing training at the training site.
- Working with Papillion Fire on joint training.
- Psychiatric and Behavioral emergencies.

C. Inspections:

- Plan review 1501 Bellevue West new auditorium.
- Plan review remodel Baker's Deli 3614 Twin Creek Rd.
- Plan review remodel 3906 Raynor Parkway.
- Plan review remodel 3906 Raynor parkway # 201.
- Remodel plan review 1502 Harlan Dr. Harbor Freight Tools.
- Fire alarm plan review 1506 W Chandler Rd. Milt's Storage.
- Plan review daycare center 2516 E Chandler Rd.
- Remodel plan review Thanksgiving Lutheran Church 3702 S 370 Plaza.
- Fire sprinkler plan review Bellevue University Field house.
- Remodel plan review Starbuck's 10403 S. 15th St.

NEBRASKA
Economic Development
Certified Community

- Fire alarm plan review BPS Kumor Center 2812 Arboretum Dr.
- Remodel plan review BTLR Rentals 109 W 34th Ave.
- Remodel plan review Bob's Gym 1001 Ft Crook Rd # 137.
- Fire sprinkler plan review Little Ceasars 848 Cornhusker Rd. # 102.

D. Calls: February 29, 2024-March 26,2024

Fire – 92
Rescue - 359

E. Ambulance Billing

February 1-29,2024

$ 290,979.06 in claims were sent to health insurance companies (334 insurance claims).
<$130,940.58 approximate amount we will have to write off due to mandatory adjustments/write-offs
(45% of $290,979.06)
==========
$ 160,038.48 is the anticipated, approximate net revenue from these insurance billings

Deposited into Bank:
$147,655.91 deposited into the bank February 1-29, 2024
15,372.60 additional revenue in Credit/Debit/HSA card payments
==========
$163,028.51 TOTAL February 1-29, 2024 rescue fee revenue

Statement billing processes have changed. A new statement vendor is in place and monthly reporting is different. Reporting now shows the total number of current month, "patient due balances" and the monetary figure for those balances.

February Only	92 claims	$ 46,135.58
ALL MONTHS TOTAL	636 claims	$301,289.64

City of Bellevue
Fire Department
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F. Manpower Report Staffing

Staffing Report from 2/26/2024 through 3/3/2024

Monday	AM	E1	3 Person	
Monday	PM	E1, T21	3 Person	
Tuesday	AM	E1, T31	3 Person	
Tuesday	PM	T31	3 Person	
Wednesday	AM	E1, T31	3 Person	
Wednesday	PM	Full		
Thursday	AM	E1, T21	3 Person	
Thursday	PM	E31	3 Person	
Friday	AM	E1, T31	3 Person	
Friday	PM	T31	3 Person	
Saturday	AM	T31 3 Person, E1 Closed		
Saturday	PM	E1, T31 & E41	3 Person	
Sunday	AM	E1, T31, E41 3 Person, T21 Closed		
Sunday	PM	T21, T31	3 Person	

Staffing Report from 3/4/2024 through 3/10/2024

Monday	AM	E1, T31 & E41	3 Person	
Monday	PM	E1, T31	3 Person	
Tuesday	AM	E1, E41	3 Person	
Tuesday	PM	Full		
Wednesday	AM	E1	3 Person	
Wednesday	PM	Full		
Thursday	AM	T21, T31	3 Person	
Thursday	PM	Full		
Friday	AM	E1	3 Person	
Friday	PM	E1	3 Person	
Saturday	AM	E1, T31 & E41	3 Person	
Saturday	PM	E1	3 Person	
Sunday	AM	Full		
Sunday	PM	Full		

City of Bellevue
Fire Department
211 West 22nd • Bellevue, Nebraska 68005 • (402) 293-3153

Staffing Report from 3/11/2024 through 3/17/2024

Monday	AM	E1, T21 & E41	3 Person	
Monday	PM	E1	3 Person	
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	E1	3 Person	
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	Full		
Friday	PM	Full		
Saturday	AM	E1	3 Person	
Saturday	PM	Full		
Sunday	AM	E1, T21 & E41	3 Person	
Sunday	PM	E1, T21, T31 & E41	3 Person	

Staffing Report from 3/18/2024 through 3/24/2024

Monday	AM	Full		
Monday	PM	Full		
Tuesday	AM	Full		
Tuesday	PM	Full		
Wednesday	AM	Full		
Wednesday	PM	Full		
Thursday	AM	Full		
Thursday	PM	Full		
Friday	AM	E1, T31 & E41	3 Person	
Friday	PM	Full		
Saturday	AM	Full		
Saturday	PM	T31	3 Person	
Sunday	AM	T21, T31	3 Person	
Sunday	PM	T21, T31	3 Person	

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City of Bellevue
Public Works Department
1510 Wall Street • Bellevue, Nebraska 68005 • (402) 293-3025

Public Works Director's Report

March 28, 2024

Disclaimer: The following is a synopsis of the department reports submitted weekly to the Public Works Director. This is not an all inclusive list of work details or responsibilities submitted by each department. This list may be altered as unforeseen situations dictate.

Public Works Administration:

- Reviewing Engineering documents for New Library Project.
- Attended Comprehensive Plan and Long Range Transportation Plan Stakeholders meeting.
- Working with Google Fiber for initial installation permits.

Engineering:

- Various project management projects
  - District III Fire Station, Window Replacement, out for bids
  - 2024 Asphalt Overlay Program, out for bids
  - Library Rehab. Project ongoing, anticipate completion late summer 2024
  - 2024 Concrete Rehab. Under design
  - Numerous other future projects drainage/traffic studies, etc.
    - Fairview and Ft Crook Road
    - Fort Crook Road signals
    - Drainageway Studies
    - 2024 CDBG Project
    - Hwy 370 signal study
- Planning and P&I plan review as needed

Parks:

- Registration for spring and summer recreation programs
- Indoor Recreation Programs closing out
- Tree Maintenance and Trimming in Aspen, Baldwin, and Blackhawk Parks
- 2024 Construction projects are under design
- Preparing equipment for summer

Street Maintenance:

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- Pothole repairs around town
- Reordering sand gravel and salt for winter operation
- Repairing equipment damaged in storm operations
- Sign and signal repairs
- Reviewing Updated Street Light Agreement with OPPD

Waste Water:

- Lift station inspections
- Preparing State Reports
- South Lift Station Work mostly complete
- Consultant work
    - CIPP Design Process
    - Quail Creek Lift Station plan review
    - Bluff Street Lift Station plan review
    - Haworth Park Lift Station plan review
- Prevent maintenance on vehicles and preparing for winter mode

Fleet:

- Prep. Work on new Police Vehicles
- Typical City vehicle maintenance
- Annual Maintenance of Snow Equipment
- Assisting departments in purchasing of Capital funded vehicles

Building Maintenance:

- Monitor Construction work of the new Library
- Remodel work at the Police Department
- Typical maintenance all city facilities

Finance Status Report (submitted 03/27/2024) **Council Meeting Date: 4/2/2024**

Current Fiscal Year 2023-2024 Financials

The forecast for the year ending September 2024 is expected to be in line with this year's budget. The city continues to thoughtfully spend down the cash reserves that were created in prior years. Here is the forecasted performance through the end of the year:

(In Whole Numbers)

City-Wide Financial Forecast- For the Year Ending September 30, 2024 (Preliminary)

	Year-To-Date March 2024			Full Year Forecast		
	Preliminary	Better / (Worse) Than Budget	Better / (Worse) Than Prior Year Actual	FYE 2024 Forecast	FYE 2024 Budget	Better / (Worse) Than Budget
Revenues						
Property Taxes	19,032,899	(35,244)	755,524	37,255,139	37,255,139	0
Sales Taxes	8,929,434	(123,316)	215,528	18,105,500	18,105,500	0
Occupation/Business Taxes	865,062	(5,705)	(47,158)	1,652,033	1,652,033	0
Other Revenues [1]	47,647,525	30,030,086	29,062,696	95,617,420	95,617,420	0
Total Revenues	76,474,920	29,865,821	29,986,590	152,630,092	152,630,092	0
Expenditures						
Personnel	21,244,439	137,339	(1,720,927)	44,358,694	44,358,694	0
Department Expenditures	12,538,451	2,168,045	(465,578)	28,174,203	28,174,203	0
Capital Expenditures	16,230,241	(16,230,241)	(10,326,522)	72,574,000	72,574,000	0
Other Expenditures [2]	20,814,893	(17,348,781)	(19,179,496)	10,523,195	10,523,195	0
Total Expenditures	70,828,024	(31,273,638)	(31,692,523)	155,630,092	155,630,092	0
Net Revenues	5,646,896	(1,407,817)	(1,705,933)	(3,000,000)	(3,000,000)	0

[1] Includes Bond Proceeds
[2] Includes Bond Expenditures

Debt

The city continues to manage its debt. Although the city did have one of the lowest true interest cost of debt, it was able to take advantage of a tender offer that recently concluded. This transaction, along with the refinancing of the debt, lowered the city's future debt service payments by over $1 million and created an opportunity to schedule the future debt payments to allow for flexibility and possible improvements in future debt service property tax levies. After financing the Water Main Extension (which will be recovered over time by connection fees), the bonded indebtedness of the City is $77,135,000. This is still down from the 9/30/2021 balance.